



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

Tuesday, May 5, 2026

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 IRONMAN 70.3 Dallas-Little Elm.**
2. **Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.**
 - A. Invocation.
 - B. Pledge to Flags.
 - C. Items to be Withdrawn from Consent Agenda.
 - D. Emergency Items if Posted.
 - E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.

F. **Presentation of Monthly Updates.**

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

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

3. **Presentations.**

4. **Public Comments**

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

5. **Consent Agenda**

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

A. Consider Action to Approve the **Minutes from the April 21, 2026 Town Council Meeting.**

B. Consider Action to Approve an **Interlocal Agreement (ILA) Between the Town of Little Elm and the Town of Cross Roads for Fire, Rescue, and Emergency Medical Services (EMS) for the Period of October 1, 2026, Through September 30, 2033.**

C. Consider Action to Approve an **Interlocal Agreement (ILA) Between the Town of Little Elm and Frisco West Water Control and Improvement District for Fire, Rescue, and Emergency Medical Services (EMS) for the Period of March 1, 2026 to February 28, 2028.**

D. Consider Action to Approve the **Renewal of the Little Elm Fire Department's Emergency Medical Services License.**

- E. Consider Action to Approve **Amendment #4 to the Ground and Tower Lease Agreement with New Cingular Wireless PCS, LLC, for the Installation, Maintenance, and Operation of Telecommunication Equipment and Associated Antenna on the Town's 5 Million Gallon Ground Storage Tank Located at the Mansell Pump Station.**

- F. Consider Action to Approve a **Resolution Authorizing the Second Amendment to Loan Agreement and Series 2021 Note, and Resolving Other Matters Incident and Related Thereto .**

- G. Consider Action to Approve the **7th Amendment to Development Agreement Between The Town of Little Elm, Little Elm EDC and America's Cable Park.**

- H. Consider Action to **Accept the Little Elm Police Department's 2025 Racial Profiling Report.**

6. **Regular Items.**

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.

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.

9. **Adjourn.**

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

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

Respectfully,

Town Secretary

This is to certify that the above notice was posted on the Town's website this 29th day of April 2026 before 5:00 p.m.



Date: 05/05/2026
Agenda Item #: 1. A.
Department: Administrative Services
Strategic Goal: Quality of Life
Staff Contact: Drew Bailey, Director of Tourism & Communications

AGENDA ITEM:

Present and Discuss a **Recap of IRONMAN 70.3 Dallas-Little Elm.**

DESCRIPTION:

Staff will present a recap of the IRONMAN event.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Date: 05/05/2026
Agenda Item #: 5. A.
Department: Administrative Services
Strategic Goal: Service Excellence
Staff Contact: Caitlan Biggs, Assistant Town Manager

AGENDA ITEM:

Consider Action to Approve the **Minutes from the April 21, 2026 Town Council Meeting.**

DESCRIPTION:

The minutes from the April 21, 2026 Town Council meeting is attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - April 21, 2026

DRAFT

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

REGULAR TOWN COUNCIL MEETING TUESDAY APRIL 21, 2026 - 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

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

Meeting was called to order at 6:03 p.m.

A. Present and Discuss a **Recap of IRONMAN 70.3 Dallas-Little Elm.**

This item was pulled from the agenda.

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

A. Invocation.

The Mayor 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.

Mayor Pro Tem Tony Singh will not be at the May 5, 2026 meeting and is excused.

F. Presentation of Monthly Updates.

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

Town Manager Matt Mueller gave an overview of the Alliance for Innovation conference that staff is attending.

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

Director of Public Works Jason Shroyer gave additional information related to item 5B.

3. Presentations.

A. Present and Discuss Salvation Army Red Kettle Participation Recognition.

Representatives from the Salvation Army presented the recognition.

B. Present and Discuss Youth Council Year in Review.

The Youth Council presented their year in review.

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 Jamell T. Johnson, seconded by Council Member Ken Eaken **to approve the Consent Agenda.**

Vote: 7 - 0 - Unanimously

- A. Consider Action to Approve the **Minutes from the April 7, 2026, Town Council Meeting.**
- B. Consider Action on a **Professional Services Agreement with Freese and Nichols, Inc., to Provide Bid and Construction Phase Engineering Services for the Bigleaf Drive Water Line Replacement Project in the Amount of \$162,000.**
- C. Consider Action to Approve a **Professional Services Agreement with Alliance Geotechnical Group for Construction Materials Testing Regarding the Hill Lane Expansion Project.**
- D. Consider Action to Approve **Authorization to the Town Manager to Execute the Home Improvement Tax Incentive Program Agreement for 2601 Featherstone Dr.**
- E. Consider Action to Approve a **Request of a Refund Associated with the Town's Home Improvement Tax Incentive Program for the Property Owner of 1301 Xeraco Drive, within Little Elm's Town Limits, and Authorization to the Town Manager to Execute the Home Improvement Tax Incentive Program Close Out Agreement.**

6. Regular Items.

- A. Present, Discuss, and Consider Action to **Nominate Candidates to the Denco Area 9-1-1 District Board of Managers.**

Motion by Deputy Mayor Pro Tem Andrew Evans, seconded by Council Member Idalia Maria Amaya ***to table this item to the May 5, 2026 meeting.***

Vote: 7 - 0 - Unanimously

- B. Hold A Public Hearing, Present, Discuss, And Consider Action On **Ordinance No. 1846, Regarding A Town-Initiated Request To Amend The Future Land Use Map (FLUP), Currently Floodplain/Corp Designation To Retail/Commercial Designation, Generally Located About 800 Feet South Of The Intersection Of Little Elm Parkway And Fm 423, Within Little Elm's Town Limits, In Order To Align More Closely With The Recent Zoning Change Through Ordinance No. 1833, Approved During The January 6, 2026 Town Council Meeting.**
 - Public Hearing
 - Receive Public Comments
 - Close Public Hearing:
 - Take Action on Ordinance No. 1846

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

- ***Public Hearing: 6:38 p.m.***
- ***Receive Public Comments: None***
- ***Close Public Hearing: 6:39 p.m.***

Motion by Council Member Idalia Maria Amaya, seconded by Council Member Michel Hambrick ***to approve Ordinance No. 1846.***

Vote: 7 - 0 - Unanimously

- C. Hold A Public Hearing, Present, Discuss, And Consider Action On **Ordinance No. 1847, Regarding A Town-Initiated Request To Amend The Future Land Use Map (FLUP), Currently Neighborhood Designation To Mixed Residential Designation, Generally Located At The Intersection Of West Eldorado Parkway And Oak Grove Parkway, Within Little Elm's Town Limits, In Order To Align More Closely With The Recent Zoning Change Through Ordinance No. 1808, Approved During The July 1, 2025 Town Council Meeting.**
- Public Hearing
 - Receive Public Comments
 - Close Public Hearing:
 - Take Action on Ordinance No. 1847

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

- **Public Hearing: 6:39 p.m.**
- **Receive Public Comments: None**
- **Close Public Hearing: 6:40 p.m.**

Motion by Council Member Michel Hambrick, seconded by Council Member Ken Eaken **to approve Ordinance No. 1847.**

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 convened into Executive Session at 6:40 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 7:43 p.m. No action was taken.

9. Adjourn.

Meeting was adjourned at 7:43 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this _____ day of _____ 2026.



Date: 05/05/2026
Agenda Item #: 5. B.
Department: Fire
Strategic Goal: Community Safety
Staff Contact: Paul Rust, Fire Chief

AGENDA ITEM:

Consider Action to Approve an **Interlocal Agreement (ILA) Between the Town of Little Elm and the Town of Cross Roads for Fire, Rescue, and Emergency Medical Services (EMS) for the Period of October 1, 2026, Through September 30, 2033.**

DESCRIPTION:

This request seeks Council approval to enter into a seven-year Interlocal Agreement with the Town of Cross Roads to provide comprehensive fire suppression, rescue, and advanced life support emergency medical transport services within their corporate limits.

Key provisions of this agreement include:

- **Service Scope:** Little Elm Fire Department (LEFD) will respond to all fire incidents, hazardous conditions, rescues, major motor-vehicle accidents, and medical calls within the Cross Roads service area.
- **Operational Control:** All emergency scene operations will be conducted in accordance with LEFD standard operating procedures. Scene decisions will be coordinated through a Unified Command structure with the Cross Roads Police Department.
- **Reporting:** LEFD will provide monthly incident reports to Cross Roads, detailing alarm types, locations, and average response times.
- **Duration:** The agreement initiates a new term starting October 1, 2026, and concludes September 30, 2033, with annual governing body approvals required for budget and payment schedule revisions.

BUDGET IMPACT:

The agreement establishes a structured revenue schedule to be paid by Cross Roads to Little Elm on a quarterly basis. The total revenue generated over the seven-year term is \$4,900,000. All operational costs to provide the services are currently budgeted within the LEFD budget.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Cross Roads ILA Fire EMS Ext

INTERLOCAL AGREEMENT FOR FIRE, RESCUE, AND EMERGENCY MEDICAL SERVICES BETWEEN THE TOWN OF CROSS ROADS, TEXAS, AND THE TOWN OF LITTLE ELM, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

This Interlocal Agreement (“**Agreement**”) is made and entered by and between the TOWN OF CROSS ROADS, a General Law Municipality of the State of Texas and located in Denton County, Texas, (hereinafter referred to as “CROSS ROADS”) and THE TOWN OF LITTLE ELM, a Texas Home Rule Municipality, and located in Denton County, Texas, (hereinafter referred to as “LITTLE ELM”). CROSS ROADS and LITTLE ELM may each be referred to herein as a “Party” or collectively as the “Parties.”

WHEREAS, CROSS ROADS is a General Law Municipality in the State of Texas engaged in the administration of city government related services for the benefit of the citizens of CROSS ROADS; and

WHEREAS, LITTLE ELM is a home rule municipality engaged in the provision of fire, rescue and emergency medical services for the benefit of the citizens of LITTLE ELM; and

WHEREAS, CROSS ROADS desires to obtain fire, rescue, and emergency medical services rendered by LITTLE ELM, as fully hereinafter described for the benefit of the residents of CROSS ROADS; and

WHEREAS, the furnishing of the services is a governmental function that services the public health and welfare and is of mutual concern to the contracting parties; and

WHEREAS, CROSS ROADS and LITTLE ELM mutually desire to be subject to the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, this Agreement is an interlocal agreement authorized and governed by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act; and

WHEREAS, CROSS ROADS and LITTLE ELM agree that any compensation to be paid to any other Party as set forth in this Agreement is an amount that fairly compensates the performing Party of the services or functions described herein, and such compensation shall be paid from current revenues available to the paying Party;

WHEREAS, this Agreement has been approved by the governing bodies of CROSS ROADS and LITTLE ELM;

NOW, THEREFORE, CROSS ROADS and LITTLE ELM in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows;

**SECTION I
EFFECTIVE DATE**

The effective date of this Agreement shall be the 1st day of October 2026; such date being referred to hereinafter as the “Effective Date.”

SECTION II INCORPORATION OF RECITALS

The recitals that appear above are found by the Parties to be true and correct in all respects and are incorporated into this Agreement by reference.

SECTION III TERM OF AGREEMENT

The term of this Agreement shall commence on the Effective Date and shall continue through September 30, 2033, unless terminated earlier as provided in this Agreement or by law. However, in accordance with the Texas Interlocal Cooperation Act, not later than September 30 of each year, this Agreement, or amendments thereto, including any and all revisions/calculations relating to Section VII that may be applicable to a new payment schedule, shall be subject to approval by the governing bodies of the Parties hereto in order that it shall remain in force and funds budgeted therefore.

SECTION IV DEFINITIONS

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

“INCIDENT RESPONSE” shall mean any circumstance where the communications center receives a request which merits the dispatching of a fire or medical unit, and said unit initiates a response to the “SERVICE AREA.” An INCIDENT RESPONSE may include both emergency and non-emergency calls for service and/or call types.

“INCIDENT REPORT” shall mean an official record, utilizing the National Emergency Response Information System (NERIS). An INCIDENT REPORT shall be completed by LITTLE ELM on all INCIDENT RESPONSES.

“SERVICE AREA” means any property or roadway within the corporate limits of CROSS ROADS.

“FIRE INCIDENTS” shall mean a call for service that requires fire suppression actions. Common FIRE INCIDENTS include building fires; cooking fires; chimney fires; automobile or recreational vehicle fires; brush or grass fires; and trash or dumpster fires

“HAZARDOUS CONDITIONS” shall mean a call for service that requires hazard mitigation. Common HAZARDOUS CONDITIONS include natural gas or propane leaks; gasoline or flammable liquid spills; electrical wiring/equipment problems; downed powerlines; and minor vehicle accidents with fluid spills

“EMERGENCY MEDICAL SERVICES” shall mean the provision of advanced life support emergency medical transport services, including patient care, treatment, and transport to an appropriate medical facility by a licensed EMS provider

“EMERGENCY MEDICAL CALLS” shall mean a call for service that requires emergency medical services. Common EMERGENCY MEDICAL CALLS include chest pains/heart attacks; strokes; cardiac arrests; unconscious persons; difficulty breathing; chokings; drownings; gunshots/stabbings; diabetic emergencies; and other illnesses or injuries

“MAJOR MOTOR-VEHICLE ACCIDENTS” shall mean a call for service involving a motor-vehicle collision. Examples include single motor-vehicle collision; motor-vehicle/motor-vehicle collision; motor-vehicle/pedestrian accident; and extrication of trapped persons from a vehicle

“RESCUES” shall mean a call for service requiring rescue services. Common RESCUES include children locked in vehicles; search for missing or lost persons; and extrication of trapped persons from machinery or equipment

“SERVICE CALLS” shall mean a call to provide service on a non-emergency incident/event. Common SERVICE CALLS include assisting a disabled person into a bed/chair; investigate a complaint on smoke or odor; an animal rescue (such as a dog locked inside a car); and assist law enforcement

“SEVERE WEATHER INCIDENTS” shall mean a call related to severe weather of all types. Common SEVERE WEATHER INCIDENTS include wind or flood assessments, and investigation of lightning strikes.

SECTION V SERVICES TO BE PROVIDED

The Little Elm Fire Department shall respond as requested or dispatched and render the appropriate services for the following call types within the SERVICE AREA: FIRE INCIDENTS; HAZARDOUS CONDITIONS; EMERGENCY MEDICAL CALLS; MAJOR MOTOR-VEHICLE ACCIDENTS; RESCUES; SERVICE CALLS; and SEVERE WEATHER INCIDENTS.

It is recognized that the officers and employees of LITTLE ELM determine priorities in the dispatching and use of such equipment and personnel and the judgement of any officer or employee as to any such matter shall be the final determination.

Little Elm Fire Department shall monitor its primary radio talk group, DISPATCH, while responding to incidents within the SERVICE AREA. Cross Roads Police Department may use this primary talk group to relay vital incident information to Little Elm Fire Department’s responding units.

Emergency scene decisions within the SERVICE AREA shall be coordinated through a Unified Command structure consistent with the principles of the Incident Command System (ICS) between the Little Elm Fire Department and the Cross Roads Police Department. The parties acknowledge that the purpose of the Unified Command structure is to promote coordination, communication, and joint decision-making. The parties shall make reasonable efforts to reach mutual agreement regarding measures associated with an incident. In the event the designated representatives operating within the Unified Command structure are unable to reach agreement, the designated representative of the Town of Cross Roads Police Department shall make the final determination regarding measures, including the closure or reopening of streets and roadways within the SERVICE AREA, **subject to compliance with applicable state law and nationally recognized fire service safety standards**. Notwithstanding the foregoing, all emergency scene operations conducted by the Little Elm Fire Department shall be performed in accordance with applicable state law and nationally recognized standards, including but not limited to the National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and Texas Commission on Fire Protection (TCFP), and nothing herein shall require actions that would compromise firefighter or public safety.

CROSS ROADS understands and agrees that LITTLE ELM is not and shall not be required to purchase any additional equipment of any type or nature for purposes to provide services under this Agreement. LITTLE ELM Fire Department may provide service under this Agreement through mutual aid and/or interlocal cooperation agreements between LITTLE ELM and other fire and emergency services providers.

SECTION VI

CROSS ROADS RESPONSIBILITIES

CROSS ROADS shall designate the Mayor to act on behalf of the CROSS ROADS and to serve as a “Liaison Officer” to LITTLE ELM. CROSS ROADS shall ensure the performance of all duties and obligations of CROSS ROADS herein stated and, shall devote sufficient time and attention to the execution of said duties on behalf of CROSS ROADS in full compliance with the terms and conditions of this Agreement and shall provide immediate and direct supervision of CROSS ROADS employees, agents, contractors, sub-contractors, and/or laborers, if any for the purposes, terms and conditions of this Agreement for the mutual benefit of CROSS ROADS and LITTLE ELM.

Consistent with Section 791.011(d)(3) of the Texas Government Code, CROSS ROADS, in making payments hereunder for governmental functions or services, shall make payments from current revenues available to CROSS ROADS. It is understood and agreed that the funding for the Term set forth above has been approved and will be appropriated by CROSS ROADS.

**SECTION VII
LITTLE ELM RESPONSIBILITIES**

LITTLE ELM shall ensure the performance of all duties and obligations of LITTLE ELM as herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of LITTLE ELM in full compliance with the terms and conditions of this Agreement and shall provide immediate and direct supervision of LITTLE ELM employees, agents, contractors, sub-contractors and/or laborers, if any in the furtherance of the purpose, terms and conditions of this Agreement for the mutual benefit of CROSS ROADS and LITTLE ELM.

Consistent with Section 791.011(d)(3) of the Texas Government Code, LITTLE ELM, in making payments hereunder for governmental functions or services, shall make payments from current revenues available to LITTLE ELM. It is understood and agreed that the funding for the Term set forth above has been approved and will be appropriated by LITTLE ELM.

**SECTION VIII
PAYMENT FOR RETENTION OF SERVICE**

CROSS ROADS agrees to pay to LITTLE ELM the following fees:

| | |
|------------------|-----------|
| Fiscal Year 2027 | \$550,000 |
| Fiscal Year 2028 | \$600,000 |
| Fiscal Year 2029 | \$650,000 |
| Fiscal Year 2030 | \$700,000 |
| Fiscal Year 2031 | \$750,000 |
| Fiscal Year 2032 | \$800,000 |
| Fiscal Year 2033 | \$850,000 |

The fees shall be paid in four (4) equal parts on a quarterly basis throughout each fiscal year as provided for in Section XI.

It is fully understood by CROSS ROADS that this warrant does not apply to the Interlocal Agreement executed between Denton County and LITTLE ELM.

SECTION IX AMBULANCE BILLING RATES

CROSS ROADS agrees that they will not expect to receive any remuneration reimbursed from ambulance billing payments received by LITTLE ELM as billed for ambulance services provided within the SERVICE AREA.

It is further mutually agreed and understood that LITTLE ELM may bill residents or individuals receiving ambulance services provided by LITTLE ELM in CROSS ROADS. It is mutually agreed and understood that CROSS ROADS may not bill for ambulance services provided by LITTLE ELM under this Agreement within the SERVICE AREA, and LITTLE ELM shall not bill or seek reimbursement from CROSS ROADS for any unpaid or uncollectible ambulance service charges incurred by residents or individuals receiving ambulance services within the SERVICE AREA.

CROSS ROADS understands and LITTLE ELM warrants that the billing schedule of charges for ambulance services provided by LITTLE ELM within the SERVICE AREA is the same for all other entities contracting with LITTLE ELM and the same as LITTLE ELM bills its residents; it is also fully understood by CROSS ROADS that this warrant does not apply to the Interlocal Agreement as executed between Denton County and LITTLE ELM.

SECTION X MONTHLY REPORTS

LITTLE ELM agrees to provide CROSS ROADS with a monthly report from its INCIDENT REPORTS. The monthly report will identify the date, times, location, and the alarm type for each call for service within the SERVICE AREA; as well as, the average response time of the first arriving unit. LITTLE ELM shall provide INCIDENT REPORTS for INCIDENT RESPONSES within the SERVICE AREA when requested by CROSS ROADS or a resident of CROSS ROADS. Subject to the requirements of the Texas Public Information Act, Tex. Gov't Code 552.001 *et. seq.*, LITTLE ELM will comply with the Health Insurance Portability and Accountability Act (HIPAA) when it comes to matters related to patient reports and personal history information.

SECTION XI TERMINATION

Either party giving one hundred eighty (180) days advance notice to the other party may terminate the Agreement at any time. In the event of such termination by either party, LITTLE ELM shall be compensated "pro rata" for all services performed to termination date, together with reimbursable expenses then due and as authorized by this Agreement. In the event of such termination, should LITTLE ELM be overcompensated on a "pro rata" basis for all services performed to termination date and/or be overcompensated by reimbursable expenses authorized by this Agreement, CROSS ROADS shall reimburse "pro rata" for all such overcompensation. Acceptance of said reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

Either party shall have the right to terminate, based on the provisions of this Agreement, if CROSS ROADS or LITTLE ELM breaches any of its terms or fails to perform any of the obligations it imposes,

and then fails to cure the breach or failure within thirty (30) days following proper written notice.

**SECTION XII
PAYMENT DUE DATES AND BREACH OF PAYMENT**

Payments by CROSS ROADS during the term of this Agreement, are due and payable prior to the 15th of the beginning month of each calendar quarter under this Agreement beginning October 15th, 2026. LITTLE ELM shall provide immediate written notice to the chief executive officer of CROSS ROADS, if CROSS ROADS fails to provide timely payment under this Agreement. Failure by CROSS ROADS to remedy such delinquent payment to LITTLE ELM within 15 calendar days of written notice shall constitute a material breach of this Agreement and then and thereby immediately result in this Agreement being considered null and void in all respects.

**SECTION XIII
MISCELLANEOUS**

Entire Agreement. This Agreement represents the entire and integrated agreement between CROSS ROADS and LITTLE ELM and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CROSS ROADS and LITTLE ELM.

Interpretation of Agreement. Although drawn by one Party, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either Party.

Non-Assignability. A Party shall not assign, sublet or transfer its interest in this Agreement without the written consent of the other Parties.

Non-waiver. Failure of a Party to exercise any right or remedy in the event of default by the other Party shall not constitute a waiver of such right or remedy for any subsequent breach or default.

Further Assurances. Each Party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

Retention of Defenses. The Parties agree that neither this Agreement or the performance of a Party's obligations hereunder shall affect, impair or limit their respective immunities and limitations of liability to the claims of third parties.

No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any person or entity other than the Parties.

Applicable Law/Venue. The Texas Torts Claims Act or other appropriate statutes, ordinances, or laws of the State of Texas shall govern third party claims against either party. Venue of any legal action brought under this Agreement shall lie in Denton County, Texas.

Severability. If any provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such provision shall not affect any other provision thereof and the balance of this Agreement shall remain in force.

Notice. Notices of any breach or modification under this Agreement must be in writing and (1) mailed by certified mail to or (2) hand delivered to the chief executive officer of the other party or their office.

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

Independent Contractor. It is expressly understood and agreed that CROSS ROADS shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of LITTLE ELM. Subject to and in accordance with the conditions and provisions of this Agreement, CROSS ROADS shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors and subcontractors. CROSS ROADS acknowledges that the doctrine of *respondeat superior* shall not apply as between LITTLE ELM, its officers, agents, employees, and CROSS ROADS, its officers, agents, employees, servants, contractors and subcontractors. CROSS ROADS further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between LITTLE ELM and CROSS ROADS.

Non-Appropriation of Funds. LITTLE ELM and CROSS ROADS will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either party's governing body, and as a result, that party is unable to fulfill its obligations under this Agreement, that Party (i) shall promptly notify the other party in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

Right to Audit. CROSS ROADS agrees that LITTLE ELM shall, until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, records, and communications of CROSS ROADS involving transactions relating to this Agreement at no additional cost to LITTLE ELM. CROSS ROADS agrees that LITTLE ELM shall have access during normal working hours to all necessary CROSS ROADS facilities and shall provide adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. LITTLE ELM shall give CROSS ROADS reasonable notice of intended audits.

Force Majeure. The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems or existing contractual obligations directly related to the subject matter of this Agreement.

Dispute Resolution. Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, LITTLE ELM and CROSS ROADS agree to work together in good faith to affect the purposes of this Agreement by observing the following procedures:

(1) The aggrieved Party shall notify the responding Party of the dispute by way of a meeting or a writing which contains sufficient detail to clearly identify the problems giving rise to the dispute, and the responding Party shall attend said meeting or respond to the writing within a reasonable time as may be determined by the circumstances alleged.

(2) After consultation with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution of the problem, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to affect an agreed resolution of the issue.

(3) If the Parties' designated representatives reach an impasse concerning the dispute, the City Manager and/or the Mayor of each Party shall meet to discuss the dispute. When possible, those efforts shall include at least one face-to-face meeting. If the Parties are unable to informally resolve the dispute within thirty (30) days of notification, LITTLE ELM and CROSS ROADS agree to engage in non-binding mediation in good faith. The requirement to engage in non-binding mediation is a condition precedent to the initiation of litigation pursuant to this Agreement. If the Parties are unable to reach a resolution of the dispute within a reasonable time, and after engagement in mediation, either Party may pursue such legal and equitable remedies as are available to it under Texas law.

EXECUTED in duplicate originals this _____ day of _____.

LITTLE ELM

CROSS ROADS

Mayor

Mayor

ATTEST:

ATTEST:

Town Secretary

Town Secretary



Date: 05/05/2026
Agenda Item #: 5. C.
Department: Fire
Strategic Goal: Community Safety
Staff Contact: Paul Rust, Fire Chief

AGENDA ITEM:

Consider Action to Approve an **Interlocal Agreement (ILA) Between the Town of Little Elm and Frisco West Water Control and Improvement District for Fire, Rescue, and Emergency Medical Services (EMS) for the Period of March 1, 2026 to February 28, 2028.**

DESCRIPTION:

This request seeks Council approval to enter into a two-year Interlocal Agreement with the Frisco West Water Control and Improvement District to provide comprehensive fire suppression, rescue, and advanced life support emergency medical transport services within their district. Key provisions of this agreement include: Service Scope - Little Elm Fire Department (LEFD) will respond to all fire incidents, hazardous conditions, rescues, major motor-vehicle accidents, and medica calls within the district. Operational Control - All emergency scene operations will be conducted in accordance with LEFD standard operating procedures. Reporting - LEFD will provide monthly incident reports to Frisco West, detailing alarm types, locations, and average response times. Duration - The agreement initiates a new two-year term and will end on February 28, 2028, with annual governing body approvals required for budget and payment schedule revisions.

BUDGET IMPACT:

The agreement establishes a monthly per unit rate with an initial rate of \$18.09 for the first 12 months, and a final rate of \$19.54 for the last 12 months. Total estimated revenue of the two-year contracted period is \$872,414.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

LE Fire EMS with Frisco West

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND
EMERGENCY MEDICAL SERVICES BETWEEN THE TOWN
OF LITTLE ELM, TEXAS, AND THE FRISCO WEST WATER
CONTROL AND IMPROVEMENT DISTRICT OF DENTON
COUNTY, TEXAS**

This INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES BETWEEN THE TOWN OF LITTLE ELM, TEXAS, AND THE FRISCO WEST WATER CONTROL AND IMPROVEMENT DISTRICT OF DENTON COUNTY, TEXAS (the “**Agreement**”) is made and entered into by and between the Town of Little Elm, Denton County, Texas, a municipal subdivision and home rule city of the State of Texas, acting by and through its Town Council (hereinafter referred to as the “**Town**”), and the Frisco West Water Control and Improvement District of Denton County, Texas, a political subdivision of the State of Texas organized and operating pursuant to the provisions of Chapter 49, 51 and 53 of the Texas Water Code, acting by and through its governing body (hereinafter referred to as the “**District**”), and collectively referred to herein as the “Party” or “Parties,” and is based on the terms and provisions contained herein.

1. Recitals. The Town provides fire and emergency medical services and operates a fire department recognized by the Texas Commission on Fire Protection of the State of Texas, and has, by resolution of its governing body been authorized to enter into this Agreement with the District providing for the use of the fire apparatus, ambulances, and other emergency vehicles and equipment of the Town for the purpose of fire protection and emergency medical services to real and personal property and to persons located within the boundaries of the District, situated in Denton County, Texas, and in the Town’s extraterritorial jurisdiction. The Town agrees to provide such services pursuant to this Agreement as entered into by each of the Parties under the authority of and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the Interlocal Cooperation Act.

This Agreement is an interlocal agreement authorized and governed by the Interlocal Cooperation Act, and the Town and District agree that any compensation to be paid to the other Party as set forth in this Agreement is an amount that fairly compensates the performing Party of the services or functions described herein, and such compensation shall be paid from current revenues available to the paying Party, and this Agreement has been approved by the governing bodies of the Town and the District.

NOW THEREFORE, the Town and District, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

2. Price and Guarantee of Service. The Town and the District each hereby agree that for and in consideration of the monies to be paid by the District as hereinafter set forth and throughout the term of this Agreement, the Town shall provide the District and its residents and property owners such fire protection and emergency medical services at the level provided within the corporate limits of the Town of Little Elm.

(a) Monthly Payments. The District shall pay to the Town a monthly charge for each Unit in the District that is connected to and receiving water utility service from a water supply

system. An “Unit” shall mean any residential dwelling or commercial property. If a multi-family residential structure in the District receives water utility service, the number of Units will correspond to the number of dwelling units in the structure. Any non-residential or commercial structures intended for human use or occupancy shall also be deemed to be a Unit based on the number of water meters at the structure.

(b) Monthly Charge. The monthly charge provided for in paragraph 2(a) will begin at \$18.09 per Unit per month for the first year of the Agreement and increase to \$19.54 per Unit per month for the entirety of the second year. The total monthly charge will increase or decrease based on the number of Units in the District, which shall be calculated and re-assessed each March 1st and September 1st from the Effective Date of this Agreement.

i. Continuation of Payments. Should the District terminate this Agreement for any reason prior to the expiration of any term of this Agreement, the District shall nevertheless be obligated to remit the then-current monthly charge until the expiration of the then-existing term.

(c) Monthly Charge Due Date. The monthly charge required herein shall be paid by the District in advance on the first day of each month in which service is provided, and is past due if not paid within thirty (30) days of the date due. All monthly payments shall be paid by the District to the Town without notice or demand at the offices of the Town, unless the District is notified otherwise. All or part of any monthly payment paid by the District after the thirtieth day is delinquent and shall include interest at the maximum lawful rate.

3. Effective Date and Term. The term of this Agreement shall be for the period from March 1, 2026, (the “**Effective Date**”) through February 28, 2028, unless terminated earlier as provided for in this Agreement or by law. In accordance with the Interlocal Cooperation Act, not later than February 28 of each year, this Agreement, or amendments thereto, including any revisions or calculations relating to payment as described in Section 2 of this Agreement, shall be subject to approval by the governing bodies of the Parties in order that it shall remain in force and funds budgeted therefore..

4. Termination. Either party may cancel and terminate this Agreement on written notice delivered at least one hundred eighty (180) days in advance of the expiration of the term. Either party may terminate this Agreement at will and without cause prior to the expiration of the term on written notice delivered at least one hundred eighty (180) days in advance of the stated termination date. Termination shall nevertheless be subject to section 2(b) (i) of this Agreement. Town shall have the right to terminate, based on the provisions of this Agreement, if District breaches any of its terms or fails to perform any of the obligations it imposes, and then fails to cure the breach or failure within sixty (60) days following written notice from Town; however, if the nature of such failure is such that it cannot reasonably be cured within sixty (60) days, so long as the District commences to cure the default within sixty (60) days and diligently pursues the cure to completion, the Town may not exercise its option terminate this Agreement due to default until one-hundred (180) days following the date the District commences to cure said default.

5. Town Responsibilities. The Town has several existing fire stations (the “**Fire Stations**”). The Town will operate the Fire Stations with sufficient personnel twenty-four hours per day, seven days per week throughout each year. The Town shall purchase the firefighting vehicles and other equipment and store such equipment at the Fire Stations so that such equipment is fully available and staffed twenty-four hours per day, seven days per week throughout the year. In providing fire protection and emergency medical services to the District, the Town solely shall be responsible for the operation of the Fire Stations and all associated emergency vehicles and equipment. The Town may, within its discretion, provide fire protection and emergency medical services from alternate fire stations or by mutual aid. Consistent with Section 791.011(d)(3) of the Texas

Government Code, Town, in making payments hereunder for any governmental functions or services, shall make payments from current revenues available to Town. It is understood and agreed that the funding for the Term set forth above has been approved and will be appropriated by Town.

6. District Responsibilities. The District shall be under no obligation with respect to providing any firefighting equipment, or any other equipment incidental to the carrying out of this Agreement, and shall have no right, title or interest in and to the firefighting equipment belonging to the Town, or its fire department. Whenever the Town's fire department is responding to a call within the District, it shall operate under the International Fire Code and the LEFD Operation Manual. Any representative from the District who responds to an incident which is under the control of the Town's fire department shall exercise no authority, control or direction over any emergency operations. Consistent with Section 791.011(d)(3) of the Texas Government Code, District, in making payments hereunder for any governmental functions or services, shall make payments from current revenues available to District. It is understood and agreed that the funding for the Term set forth above has been approved and will be appropriated by District.

7. Mutual Aid. The District understands and agrees that the Town is not and shall not be required to purchase any additional equipment of any type or nature for fire or emergency purposes to provide services under this Agreement. The Town may provide service under this Agreement through mutual aid and/or interlocal cooperation agreements between the Town and other fire and emergency services providers.

8. Fire Scene Control. The Fire Chief, Assistant Fire Chief, or other appropriate authorized personnel of the Town shall be the sole determinant of the type and amount of equipment and number of personnel dispatched to any fire or emergency within the District.

9. Indemnification. In accordance with Section 791.006(a) of the Texas Government Code, and to the extent allowed under Texas law, the District shall be responsible for all liability related to the furnishing of any service by the Town pursuant to this Agreement which would otherwise be the responsibility of the District to furnish absent this Agreement, and the District shall indemnify, defend and hold harmless the Town from and against all liability, claims, losses or damages to third parties where such results from any acts or omissions by the Town or its agents, employees, representatives, officers, officials or emergency personnel in providing services to persons property within the District.

10. Independent Contractor. The Town and the District agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees, except as expressly set forth to the contrary in this Agreement. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. The Town agrees that the Town, its employees, servants, agents, and representatives shall not represent themselves to be employees, servants, agents, and/or representatives of the District. The District understands and agrees that the District, its employees, servants, agents, and representatives shall not represent themselves to be employees, servants, agents, and/or representatives of the Town. The District acknowledges that the doctrine of *respondeat superior* shall not apply as between the Town, its officers, agents, employees and the District, its officers, agents, employees, servants, contractors and subcontractors.

11. Retention of Defenses. The Town and the District agree that Town and the District do not waive any sovereign or governmental immunity available to either the Town or the District under Texas law and do not waive any available defenses under Texas law. Nothing in this Agreement shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the District nor the Town waives any immunity or defense that would

otherwise be available to it against claims by third parties.

12. Notice. Any notice relating to this Agreement shall be delivered, in writing, by either the Town or the District, to the Mayor or Director of the other by certified mail, return receipt requested, to the mailing address of the applicable party, to the following addresses:

To the Town: Town of Little Elm
 Attn: Town Manager
 100 W. Eldorado Pkwy
 Little Elm, TX 75068

With a copy to: Brown & Hofmeister, LLP
 Attn: Robert Brown
 740 E. Campbell Rd, Suite 800
 Richardson, TX 75081

To the District: Frisco West WCIDDC
 1230 Brendan Dr.
 Little Elm, TX 75068
 Attn: Board President

With a copy to: Winstead PC
 Attn: Ross Martin
 2728 N. Harwood St., Suite 500
 Dallas, TX 75201

13. Entire Agreement. This Agreement represents the entire and integrated Agreement between the Town and the District relating to fire protection and emergency medical services and supersedes all prior negotiations, representations and/or Agreements, either written or oral to the extent related to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both the Town and the District.

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

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

16. Interpretation of Agreement. Although drawn by one Party, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither for or against either Party.

17. Non-Assignability. A Party shall not assign, sublet or transfer its interest in this Agreement without the written consent of the other Party.

18. Non-waiver. Failure of a Party to exercise any right or remedy in the event of default by the other Party shall not constitute a waiver of such right or remedy for any subsequent breach or default.

19. Further Assurances. Each Party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

ordinances or laws of the State of Texas shall govern third party claims against either party. Venue of any legal action brought under this Agreement shall lie in Denton County, Texas.

21. Non-Appropriation of Funds. Town and District will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either Party's governing body, and as a result, that Party is unable to fulfill its obligations under this Agreement, that Party (i) shall promptly notify the other Party in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

22. Right to Audit. District agrees that Town shall, until the expiration of three (3) years after termination of this Agreement, have access to and right to examine at reasonable times any directly pertinent books, documents, papers, records, and communications of District involving transactions relating to this Agreement at no additional cost to Town. District shall grant access during normal working hours to all necessary District facilities and shall provide adequate and appropriate work space for audits in compliance with the provisions of this section. Town shall give reasonable notice of intended audits.

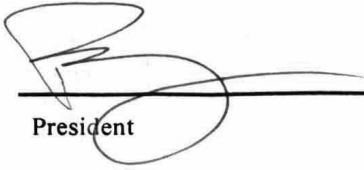
23. Force Majeure. The Parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems or existing contractual obligations directly related to the subject matter of this Agreement.

EXECUTED in duplicate originals effective as of the Effective Date first written above.

TOWN OF LITTLE ELM, TEXAS

FRISCO WEST WCIDDC, TEXAS

Mayor



President

ATTEST:

ATTEST:

Town Secretary



District Secretary

THE STATE OF TEXAS §
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2026, by _____, Mayor of the Town of Little Elm, on behalf of said Town and as the act and deed of the Town.

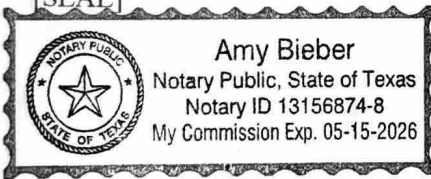
[SEAL]

Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF DENTON §

This instrument was acknowledged before me on the 27th day of April, 2026, by Billy Laydon, President of Frisco West WCIDDC, on behalf of said District and as the act and deed of the District.

[SEAL]



[Signature]

Notary Public, State of Texas



Date: 05/05/2026
Agenda Item #: 5. D.
Department: Administrative Services
Strategic Goal: Community Safety
Staff Contact: Jon Bailey, Assistant Fire Chief

AGENDA ITEM:

Consider Action to Approve the **Renewal of the Little Elm Fire Department's Emergency Medical Services License.**

DESCRIPTION:

The renewal represents the Town of Little Elm's certification with the Texas Department of State Health Services which allows the Little Elm Fire Department to operate ambulances and provide EMS services. A renewal of this license is required every four years, with the Town's current license expiring on 5/31/2026.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

EMS Declaration Form



Submit the completed form to the appropriate address and with the appropriate cover sheet when mailing or upload with your online renewal application

All Forms Are Available On The EMS-Trauma System Webpage:

http://www.dshs.state.tx.us/emtraumasystems/provfro.shtm

Fax Number: 512-834-6714 Email: EMSProviderFRO@dshs.texas.gov

Privacy Notification: With a few exceptions, you have the right to request and be informed about information the State of Texas collect about you. You are entitled to receive and review the information upon request. You also have the right to ask the state agency to correct any information that is determined to be incorrect. See http://www.dshs.state.tx.us for more information on Privacy Notification. (Reference: Government Code, Section 552.021, 552.023 and 559.004)

TYPE OR PRINT IN BLACK INK

Application Type:
[] Initial Application [] Renewal Application
[] Other
Fill in Requested Information:
DSHS License Number: (Leave blank if initial application.)
Federal Employer Identification Number:
National Provider Identifier Number:

Section 1 – Name of Legal Entity Applying for License

Legal Entity Name:

Section 2 – Entity Assumed or Operating Name(s), list all if applicable.
If applicable, attach copies of all assumed name certificates.

| |
|--|
| |
| |

Section 3 – Name(s) to be used on Vehicles
If different from Section 1 & 2, a written explanation must be provided.

| |
|--|
| |
| |

Section 4 – Chief Executive Officer/Owner or Highest Elected Official (Government)

| | | | | | |
|-----------------|--|---------------|--|-------------|--|
| Name: | | | | | |
| Title: | | | | | |
| Address: | | | | | |
| City: | | | | | |
| County: | | State: | | Zip: | |
| Phone: | | Email: | | | |

Section 5 – Administrator of Record

| | | | | | |
|---|--|---------------|--|-------------|--|
| Name: | | | | | |
| Address: | | | | | |
| City: | | | | | |
| County: | | State: | | Zip: | |
| Phone: | | Email: | | | |
| TX EMS Certification/ID# or SSN: | | | | | |
| Date of Birth: | | | | | |

A completed EMS Administrator of Record Form is attached or has been included.
Government entities are exempt from submitting the additional form.

Legal Entity Name:

| Section 6 – Alternate Contact | | | | | |
|--|--|---------------|--|-------------|--|
| The person who can answer questions if administrator is unavailable. | | | | | |
| Name: | | | | | |
| Title: | | | | | |
| Address: | | | | | |
| City: | | | | | |
| County: | | State: | | Zip: | |
| Phone: | | Email: | | | |

| Section 7 – Designated Infection Control Officer | | | | | |
|---|--|---------------|--|-------------|--|
| Name: | | | | | |
| Title: | | | | | |
| Address: | | | | | |
| City: | | | | | |
| County: | | State: | | Zip: | |
| Phone: | | Email: | | | |

| Section 8 – Physician Medical Director | | | | | |
|--|--|---------------|--|-------------|--|
| Address must be where the physician receives mail. | | | | | |
| Name: | | | | | |
| TX Medical License #: | | | | | |
| Address: | | | | | |
| City: | | | | | |
| County: | | State: | | Zip: | |
| Phone: | | Email: | | | |

Legal Entity Name:

| Section 9 – Vehicle Authorizations | |
|--|--|
| List the number of vehicle authorizations requested at each level and the total. | |
| Basic Life Support (BLS) | |
| BLS with ALS Capability | |
| BLS with MICU Capability | |
| Advanced Life Support (ALS) | |
| ALS with MICU Capability | |
| Mobile Intensive Care Unit (MICU- Ground) | |
| Rotor-Wing (MICU) | |
| Fixed Wing (MICU) | |
| Specialized | |
| TOTAL NUMBER OF AUTHORIZATIONS REQUESTED | |

Section 10 – Information

10-A: Entity Type: Check any that apply or explain.

Governmental Entity
Please Select Type of Government Entity:
 City
 County
 ESD - Emergency Service District
 Hospital District
 State Agency

Hospital

Private

Other (Must Explain)

10-B: Tax Status: You must check only one.

Government Entity **For Profit** **Non-Profit 501c3**

Other (Must Explain)

Legal Entity Name:

10-C: Response Type: *You must check only one.*

- Emergency/ 911** **Non-Emergency/Non-911** **Both**

10-D: Subscription Program:

Does your organization offer a subscription program? **Yes** **No**

*If yes, please submit all required documentation and information. Air Medical Providers are excluded from this requirement.

10-E: Emergency Medical Task Force (EMTF) Participant:

- Yes** **No** (This is for planning purposes only. Participation not required.)

10-F: Letter of Credit:

Attach a copy of a letter of credit issued by a federally insured bank (FDIC) or savings institution. An emergency medical services provider that is directly operated by a governmental entity is exempt from this section.

Institution Name:

Date of Letter:

Amount of required credit: (must select one)

- \$100,000 for the initial license and for renewal of the license on the second anniversary of the date the initial license is issued
- \$75,000 for renewal of the license on the fourth anniversary of the date the initial license is issued
- \$50,000 for renewal of the license on the sixth anniversary of the date the initial license is issued
- \$25,000 for renewal of the license on the eighth anniversary of the date the initial license is issued
- Not required, Explain
- Exempt - Governmental Entity

Legal Entity Name:

10-G: Medicaid Provider Surety Bond

EMS providers are required to provide a surety bond as a condition of participation in the Medicaid program and as required by the Texas Health and Humans Services Commission. An EMS provider that is directly operated by a governmental entity is exempt from this section.

Yes No Exempt (Governmental Entity)

If No, please explain:

Bond Number:

Bond Effective Date:

Name of institution issuing bond and contact telephone number:

10-H: EMS Personnel:

Compensation Status:

Paid/Non-Volunteer Volunteer Mixed (*You may check only one.*)

I attest on behalf of the legal entity mentioned above, that all licensed or certified EMS personnel have completed a juris prudence examination approved by DSHS.

-----or-----

I attest on behalf of the legal entity mentioned above, that all licensed or certified EMS personnel have **NOT** completed a juris prudence examination approved by DSHS but will ensure that all EMS Personnel will complete upon the renewal of their EMS Personnel Certification.

10-I: Medicare and/or Medicaid Eligibility

I attest on behalf of the legal entity mentioned above, that the entity, applicant, management staff, medical director and/or employees are not excluded from participation in the Medicare and/or Medicaid program.

Legal Entity Name:

10-J: Headquarters/Physical Primary Location:

- I attest on behalf of the legal entity mentioned above, that no other licensed EMS Provider is located at the Headquarters/Primary Physical Location Street Address.
- I attest on behalf of the legal entity mentioned above, that the entity owns or has a lease agreement for the Headquarters/Primary Physical Location address.
- I attest on behalf of the legal entity mentioned above, that the entity understands it must have permission from DSHS to relocate from the Headquarters/Primary Physical Location address prior to moving.

10-K: Medical Equipment:

- I attest on behalf of the legal entity mentioned above, that the entity owns or has a lease for all of the medical equipment that will be used.
- I attest on behalf of the legal entity mentioned above, that the entity has enough medical equipment so that each vehicle has its own set of medical equipment to operate at the level authorized by DSHS.

10-L: Vehicles:

- I attest on behalf of the legal entity mentioned above, that the entity owns or has a lease for all of the vehicles that will be used.
- I attest on behalf of the legal entity mentioned above, that the entity and/or management staff understand that authorized vehicles are considered response ready unless the vehicle is designated as being **out of service** using the form provided by the department.

10-M: Medical Records:

- I attest on behalf of the legal entity mentioned above, that the entity has a plan for the going out of business to ensure the maintenance of the medical records.

Legal Entity Name:

10-N: Knowledge and Experience:

I attest on behalf of the legal entity mentioned above, that the applicant, including its management staff possesses sufficient professional experience and qualifications related to EMS including: having at least one year of experience each in emergency medical dispatch processes, EMS billing processes, medical control accountability, and quality improvement processes for EMS operations.

10-O: Management Staff:

I attest on behalf of the legal entity mentioned above, that the entity and/or management staff have read the Texas Emergency Healthcare Act and the Texas Administrative Code 157.

10-P: Trauma Service Area (TSA) – Regional Advisory Council (RAC):

I attest on behalf of the legal entity mentioned above, that the entity or its management staff participate in a Regional Advisory Council.

10-Q: RESPONSE HOURS OF OPERATION

I attest on behalf of the legal entity mentioned above, the entity provides 24/7/365 of their declared service.

--- OR---

I attest on behalf of the legal entity mentioned above, is **NOT** available 24/7/365 and has written agreements with other EMS providers for coverage of their declared service area and has notified all the emergency service agencies in the designated service area.

10-R: Expansion by an EMS Provider

I attest on behalf of the legal entity mentioned above, that the entity and its management staff understand that an EMS provider is prohibited from expanding operations to or stationing any EMS vehicles in a municipality or county other than the municipality or county from which the provider obtained the letter of approval under until after the second anniversary of the date the provider's initial license was issued, unless the expansion or stationing occurs in connection with:
(A) a contract awarded by another municipality or county for the provision of EMS;
(B) an emergency response made in connection with an existing mutual aid agreement;
or (C) an activation of a statewide emergency or disaster response by the department.

Legal Entity Name:

10-S: Station Locations:

I attest on behalf of the legal entity mentioned above, the legal entity mentioned above has stations locations.

10-T: Insurance:

I attest on behalf of the legal entity mentioned above, understand that the entity must maintain motor vehicle liability insurance as required under the Texas Transportation Code.

I attest on behalf of the legal entity mentioned above, understand that the entity must maintain professional liability insurance coverage in the minimum amount of \$500,000 per occurrence, or as necessary per state law during the license period.

Section 11 – Service Area

Provide the City(s) and County(s) you plan to operate in. If you need more space Please provide all of the required information on a separate piece of paper.

Additional Sheet(s) attached:

| | | | | |
|----|-------|--|---------|--|
| 1. | City: | | County: | |
| 2. | City: | | County: | |
| 3. | City: | | County: | |
| 4. | City: | | County: | |
| 5. | City: | | County: | |
| 6. | City: | | County: | |
| 7. | City: | | County: | |
| 8. | City: | | County: | |

Legal Entity Name:

Section 12 –Governmental Recognition

List and attach recognition from governmental entities. This section does not apply to renewal of an emergency medical services provider license or a municipality, county, emergency services district, hospital, or emergency medical services volunteer provider organization in this state that applies for an emergency medical services provider license. If you need more space, please provide all of the required information on a separate piece of paper. Additional Sheet(s) attached:

| | | | | |
|----|-------|--|---------|--|
| 1. | City: | | County: | |
| 2. | City: | | County: | |
| 3. | City: | | County: | |
| 4. | City: | | County: | |
| 5. | City: | | County: | |
| 6. | City: | | County: | |
| 7. | City: | | County: | |
| 8. | City: | | County: | |

Section 13 – Addresses

Headquarters/Physical Primary Location Street Address:

| | | | | | |
|--------------|--|--------|--|------|--|
| Address: | | | | | |
| City: | | | | | |
| County: | | State: | | Zip: | |
| Telephone #: | | Fax #: | | | |

Headquarters/Physical Primary Location Business Hours

Please list the days and hours of normal operation or a designated day and time when personnel are present so the public may ask questions.

I attest on behalf of the legal entity mentioned above, these hours are posted for public viewing on the outside of the building.

Legal Entity Name:

| Business Mailing Address: | | | | | |
|---------------------------|--|--------|--|------|--|
| Address: | | | | | |
| City: | | | | | |
| County: | | State: | | Zip: | |
| Telephone #: | | Fax #: | | | |

| Records Location Street Address: <input type="checkbox"/> Same as headquarters | | | | | |
|--|--|--------|--|------|--|
| Address: | | | | | |
| City: | | | | | |
| County: | | State: | | Zip: | |
| Telephone #: | | Fax #: | | | |

| Billing Office Street Address: <input type="checkbox"/> Same as headquarters | | | | | |
|--|--|--------|--|------|--|
| Dispatching Agency: | | | | | |
| Address: | | | | | |
| City: | | | | | |
| County: | | State: | | Zip: | |
| Telephone #: | | Fax #: | | | |

| Dispatch Location Street Address: <input type="checkbox"/> Same as headquarters | | | | | |
|---|--|--------|--|------|--|
| Dispatching Agency: | | | | | |
| Address: | | | | | |
| City: | | | | | |
| County: | | State: | | Zip: | |
| Telephone #: | | Fax #: | | | |

Legal Entity Name:

Section 14 – Ownership & Type of Legal Entity

Complete the following to indicate the type of legal entity and responsible persons:

- Government Entity** **Unincorporated Association of People**
- Sole Proprietorship** **Partnership/General Partnership**
- Corporation** **Limited Liability Company** **Limited Partnership**
- Limited Liability Partnership**
- Other (*must explain*)**

Please complete this information for all officers, general partners and limited partners of the legal entity. Government Entities should complete this information for the chief elected official (i.e. city mayor or county judge) or appointed officials that are responsible for the entity (i.e. emergency service district or hospital district board members).

Name:

Title:

Mailing address:

City:

State:

Zip:

Name:

Title:

Mailing address:

City:

State:

Zip:

Name:

Title:

Mailing address:

City:

State:

Zip:

Additional Persons are listed on separate sheet attached.

Legal Entity Name:

Section 15 – Signature Unsworn Declaration

On behalf of the above named legal entity, I hereby affirm and declare I am authorized to make this Emergency Medical Services Provider application and/or declaration and all information submitted on this form and any supplemental documents are true and correct. I attest and understand the legal entity and I are accountable and responsible for the accuracy of all answers and statements on this form. I attest the legal entity listed on this form meets all requirements for the type of license requested. Further, I understand it is a Class A misdemeanor violation of Texas Penal Code Sec. 37.10 to submit a false statement to a governmental agency. I have read and understand Health and Safety Code Chapter 773 and Texas Administrative Code Title 25, Chapter 157, and agree to adhere to those statutes rules, and all other applicable statutes and rules.

Signature of Administrator of Record

Signature of CEO/Owner

Printed Name of Administrator of Record

Printed Name of CEO/Owner

My name is _____, my date of birth is _____

and my address is _____

(Street)

(City)

(State)

(Zip Code)

and _____. I declare under penalty of perjury that the foregoing is true
(Country)

and correct.

Executed in _____ County, State of _____, on the _____ day of _____, _____.
(Month) (Year)

Signature of Declarant



Date: 05/05/2026
Agenda Item #: 5. E.
Department: Public Works
Strategic Goal: Infrastructure
Staff Contact: Jason Shroyer, Director of Public Works

AGENDA ITEM:

Consider Action to Approve **Amendment #4 to the Ground and Tower Lease Agreement with New Cingular Wireless PCS, LLC, for the Installation, Maintenance, and Operation of Telecommunication Equipment and Associated Antenna on the Town's 5 Million Gallon Ground Storage Tank Located at the Mansell Pump Station.**

DESCRIPTION:

The original agreement between New Cingular Wireless PCS, LLC and the Town of Little Elm was executed in August 2013. At that time, New Cingular Wireless requested to install telecommunications antennas on the Town's 5-million-gallon concrete ground storage tank at the Mansell Pump Station. This is a common practice in the area, as both ground and elevated storage tanks offer an ideal height for telecommunications equipment. Since the initial agreement, there have been three amendments, each allowing for the installation of new telecommunications infrastructure or upgrades to existing antennas.

The Fourth Amendment extends the existing Ground and Tower Lease Agreement with New Cingular Wireless PCS, LLC (AT&T) and establishes a monthly rental rate of \$3,182.19, effective August 20, 2026. Rent shall escalate annually at a rate of two and one-half percent (2.5%) each August 20th thereafter for the duration of the agreement. Upon expiration of the current term, the agreement will automatically renew for up to three (3) additional sixty (60)-month terms unless AT&T provides the Town with written notice of its intent not to renew at least sixty (60) days prior to the expiration of the then-current term.

Town staff, along with the Town's attorney, have reviewed the agreement and recommend approval. The rent from this project will be deposited into the Streetscape/Landscape Maintenance Fund and allocated to beautification projects throughout the Town.

BUDGET IMPACT:

The rent associated with this project will be deposited in the Streetscape/Landscape Maintenance Fund.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Agreement

Cell Site No.: DXL02847
Cell Site Name: Fairway Green Park
Fixed Asset No.: 12677370
Market: North Texas
Address: 3096 Big Leaf Drive Little Elm, TX 75068

FOURTH AMENDMENT TO GROUND AND TOWER LEASE AGREEMENT

THIS FOURTH AMENDMENT TO GROUND AND TOWER LEASE AGREEMENT (“FOURTH AMENDMENT”) dated and effective as of the latter of the signature dates below is by and between the Town of Little Elm, a Texas municipal corporation, having a mailing address at 100 West Eldorado Parkway, Little Elm, TX 75068 (hereinafter referred to as “Landlord”) and New Cingular Wireless PCS, LLC, having a mailing address at 1025 Lenox Park Blvd NE 3rd Floor Atlanta, GA 30319 (hereinafter referred to as “Tenant”) (each hereinafter referred to individually as a “Party” and collectively as the “Parties”).

WHEREAS, Landlord and Tenant (or their predecessors in interest) entered into a Ground and Tower Lease Agreement dated August 20, 2013, as amended by the First Amendment to Ground and Tower Lease Agreement dated July 21, 2015, as amended by the Second Amendment to Ground and Tower Lease Agreement dated May 15, 2018, as amended by the Third Amendment to Ground and Tower Lease Agreement dated November 6, 2024, (hereinafter, collectively, the "Agreement"), whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 3096 Big Leaf Drive, Little Elm, TX 75068; and

WHEREAS, the term of the Agreement will expire on August 19, 2038, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Landlord and Tenant desire to extend the term of the Agreement; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Rent (as defined below) payable under the Agreement; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to clarify the scope of Tenant's permitted use of the Premises; and

WHEREAS, Landlord and Tenant, in their mutual interest, further wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Agreement Amendment.** Except as specifically amended herein, all provisions of the Agreement shall remain unchanged and in full force and effect as if set forth herein

Cell Site No.: DXL02847
Cell Site Name: Fairway Green Park
Fixed Asset No.: 12677370
Market: North Texas
Address: 3096 Big Leaf Drive Little Elm, TX 75068

in their entirety. A copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein by reference.

2. **Term.** The Term of the Agreement shall be amended to provide that commencing on August 20, 2028, the Term will be automatically renewed, upon the same terms and conditions of the Agreement, for three (3) additional sixty (60) month terms (each an "Extension Term"). Hereafter, "Term" shall include the Current Term and any applicable Extension Term. The Terms will automatically renew without further action by Tenant, unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the Current Term or any Extension Term. Landlord agrees and acknowledges that, except as such permitted use or other rights may be amended herein, Tenant may continue to use and exercise its rights under the Agreement as permitted prior to the first Extension Term.

3. **Acknowledgement.** Landlord acknowledges that: 1) this Fourth Amendment is entered into of Landlord's free will and volition; 2) Landlord has read and understands this Fourth Amendment and the underlying Agreement and, prior to execution of the Fourth Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this Fourth Amendment and to have counsel review the terms and conditions of the Fourth Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Fourth Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

4. **Modification of Rent.** Commencing on August 20, 2026, the current Rent payable under the Agreement shall be Three Thousand One Hundred Eighty-Two and 19/100 Dollars (\$3,182.19) per month, and shall continue during the Term, subject to adjustment as provided herein. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall, upon written notice and accounting of said overpayment to Landlord, have the right to deduct from any future Rent payments an amount equal to the overpayment amount only until the accurate amount of such overpayment is satisfied by said deduction.

5. **Future Rent Increase / Monthly Payments.** The Agreement is amended to provide that commencing on August 20, 2026, and on August 20 of each year thereafter, Rent shall increase by two and one-half percent (2.5%) over the Rent paid during the previous year.

Cell Site No.: DXL02847
Cell Site Name: Fairway Green Park
Fixed Asset No.: 12677370
Market: North Texas
Address: 3096 Big Leaf Drive Little Elm, TX 75068

6. **Notices.** Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following:

“All notices, requests, payments of rent, demands, and other communications required or permitted hereunder shall be given as follows:

For Notices of Default to Tenant:

- (a) To Tenant's Lease Administration Department at NoticeIntake@att.com; and
- (b) To Tenant's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept - Network Operations
Site No. DXL02847; Cell Site Name: Fairway Green Park (TX)
Fixed Asset: 12677370
208 S. Akard Street
Dallas, TX 75202-4206

For Notices of Default to Landlord:

- (a) To Landlord at jason.shroyer@littleelm.com; and
- (b) To Landlord's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

Town of Little Elm, a Texas municipal corporation
100 West Eldorado Parkway, Little Elm, TX 75068

All other Notices will be sent:

- (a) To Tenant's Lease Administration Department at NoticeIntake@att.com; and
- (b) To Landlord at jason.shroyer@littleelm.com.”

Notices by email will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other notices shall be effective when received unless returned undelivered. Either Party may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other Party as provided herein.

Cell Site No.: DXL02847
Cell Site Name: Fairway Green Park
Fixed Asset No.: 12677370
Market: North Texas
Address: 3096 Big Leaf Drive Little Elm, TX 75068

7. **Permitted Use.** Tenant, its personnel, invitees, contractors, agents, permitted subtenant/licensors, or its authorized and permitted subtenant, or permitted assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals. Upon prior notice to Landlord and prior written approval of Landlord, Tenant may modify, supplement, replace, upgrade, or refurbish the equipment and/or improvements thereon, within the Premises at any time during the Term of this Agreement for reasons within the scope of the permitted use under the Agreement, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services. Landlord shall reasonably cooperate, regarding matters within Landlord's control, in obtaining governmental and other use permits or approvals necessary for the foregoing permitted use. Provided, however, that Tenant acknowledges that Landlord is the municipality in which the Premises is located and Landlord's agreement to reasonably cooperate under this section shall not bind Landlord or its governing body, its boards, commissions, or employees to approve any license, permit, variance, or zoning request. The foregoing shall not limit Landlord's right to access the Premises at reasonable times to examine and inspect the Premises for safety reasons or to ensure that Tenant is in compliance with the Agreement, provided that Landlord shall not disrupt Tenant's operations and shall be accompanied by a representative of Tenant at all times. Landlord reserves the right to deny the expansion and/or relocation of existing facilities and to increase the Rent, such Rent being subject to the same escalation pursuant to Section 5 of this Fourth Amendment.

8. Miscellaneous Provisions.

(a) This Fourth Amendment, including all attached exhibits which are hereby incorporated by reference, incorporates all agreements and understandings between Landlord and Tenant, and no verbal agreements or understandings shall be binding upon either Landlord or Tenant, and any addition, variation or modification to this Lease shall be ineffective unless made in writing and signed by both Parties.

(b) This Fourth Amendment and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of Texas. The exclusive venue for any action under this Lease shall be Denton County, Texas.

(c) This Fourth Amendment, and each and every covenant and condition herein, is intended to benefit the Premises and shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties.

Cell Site No.: DXL02847
Cell Site Name: Fairway Green Park
Fixed Asset No.: 12677370
Market: North Texas
Address: 3096 Big Leaf Drive Little Elm, TX 75068

(d) The Parties agree that all of the provisions hereof shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

(e) If any portion of this Fourth Amendment is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in such court's opinion to render such portion enforceable and, as so modified, such portion and the balance of this Fourth Amendment shall continue in full force and effect.

(f) In the event of any inconsistencies between the Agreement and this Fourth Amendment, the terms of this Fourth Amendment shall control. Except as expressly set forth in this Fourth Amendment, the Agreement is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Fourth Amendment.

(g) All capitalized terms used herein but not defined shall have the same meanings ascribed to such terms in the Agreement.

(h) Landlord and Tenant represent and warrant to the other that the person signing this Fourth Amendment on its respective behalf is duly authorized to do so and that this Fourth Amendment, as so executed, constitutes a legal, valid and binding obligation on such Party.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No.: DXL02847
Cell Site Name: Fairway Green Park
Fixed Asset No.: 12677370
Market: North Texas
Address: 3096 Big Leaf Drive Little Elm, TX 75068

IN WITNESS WHEREOF, the Parties have caused their properly authorized representatives to execute and seal this Fourth Amendment on the date and year below.

Landlord:

Town of Little Elm,
a Texas municipal corporation

By: _____

Print
Name: _____

Title: _____

Date: _____

Tenant:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: ^{Signed by:}

_____ CB485D1081GE45E...

Print
Name: Leigh Ann Dodson

Title: Area Mgr - Construction & Engineering

Date: 4/15/2026



Date: 05/05/2026
Agenda Item #: 5. F.
Department: Administrative Services
Strategic Goal: Economic Vitality
Staff Contact: Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve a **Resolution Authorizing the Second Amendment to Loan Agreement and Series 2021 Note, and Resolving Other Matters Incident and Related Thereto .**

DESCRIPTION:

The Little Elm EDC will be presented with three (3) option estimates regarding transaction #9436 (Tinman) financing.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

LEEDC recommends approval.

Attachments

Resolution for second amendment to loan agreement

IN WITNESS WHEREOF, I have hereunto signed my name officially, this _____ day
of _____, 2026.

Marce E. Ward
Secretary, Board of Commissioners

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION, A TEXAS NON-PROFIT CORPORATION, AUTHORIZING THE SECOND AMENDMENT TO LOAN AGREEMENT AND SERIES 2021 NOTE AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO

WHEREAS, the Board of Directors (the “*Board*”) of the Little Elm Economic Development Corporation (the “*EDC*”) hereby finds and determines that it is in the EDC’s best interest to enter into the SECOND AMENDMENT TO LOAN AGREEMENT AND SERIES 2021 NOTE, dated as of May 15, 2026 (the “*Second Amendment*”).

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION:

Section 1. Authorization. The Second Amendment is hereby duly authorized and approved.

Section 2. Execution. The Second Amendment shall be executed on behalf of the EDC by the President of the Board and attested by the Secretary of the Board. The signature of said officers on the Second Amendment may be manual or facsimile. The Second Amendment bearing the manual or facsimile signatures of individuals who are or were the proper officers of the EDC on the date thereof shall be deemed to be duly executed on behalf of the EDC, notwithstanding that such individuals or any of them shall cease to hold such offices at any time thereafter.

Section 3. Form Generally. The Second Amendment shall be substantially in the form as presented to the Board or in the form as the First Amendment approved by the Board, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Resolution

Section 4. Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6. Construction of Terms. If appropriate in the context of this Resolution, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

Section 7. Public Meeting. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by V.T.C.A., Government Code, Chapter 551, as amended.

Section 8. Effective Date. This Resolution shall be in force and effect from and after its passage on the date shown below.

PASSED AND ADOPTED, this April 28, 2026.

LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION

Neil Blais
President, Board of Commissioners

ATTEST:

Marce E. Ward
Secretary, Board of Commissioners



Date: 05/05/2026
Agenda Item #: 5. G.
Department: Administrative Services
Strategic Goal: Economic Vitality
Staff Contact: Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve the **7th Amendment to Development Agreement Between The Town of Little Elm, Little Elm EDC and America's Cable Park.**

DESCRIPTION:

The Town, the LEEDC and Cable Park entered into a Development Agreement on February 13, 2014. The parties now desire to enter into this Seventh Amendment to address the Town assuming the obligations concerning the existing pond.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

LEEDC recommends approval.

Attachments

7th Amendment to Development Agreement

**SEVENTH AMENDMENT OF CONCESSION
AGREEMENT FOR WAKEBOARD PARK**

This **SEVENTH AMENDMENT OF CONCESSION AGREEMENT FOR WAKEBOARD PARK** (“**Seventh Amendment**”) is entered into among **THE TOWN OF LITTLE ELM, TEXAS**, a Texas home-rule municipality (“Town”), whose address for the purposes of this Seventh Amendment is 100 W. Eldorado Parkway, Little Elm, Texas 75068; **LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (“**LEEDC**”), whose address for the purposes of this Seventh Amendment is 100 W. Eldorado Parkway, Little Elm, Texas 75068; and **AMERICA’S CABLE PARK GROUP, LLC**, a Texas limited liability company (“**Cable Park**”), whose address for the purposes of this Seventh Amendment is 280 East Eldorado Parkway, Little Elm, Texas 75068.

RECITALS

WHEREAS, the Town, the LEEDC and Cable Park entered into that certain document entitled “**CONCESSION/LEASE/DEVELOPMENT AGREEMENT FOR WAKEBOARD PARK**” (“**Wakeboard Park Agreement**”), effective **February 13, 2014**; and

WHEREAS, the Wakeboard Park Agreement replaced and supplanted certain portions of the Lease/Development/Concession Agreement entered into among the Town, Cable Park, and the LEEDC on October 22, 2012, and as amended on January 15, 2013, April 16, 2013, and May 7, 2013; and

WHEREAS, on or about **February 1, 2016**, the Town, the LEEDC and Cable Park entered into a **FIRST AMENDMENT OF CONCESSION AGREEMENT FOR WAKEBOARD PARK** (“**First Amendment**”) regarding the timing of the payment of rent, the entity to whom the rent shall be paid, and the identification of whom notice shall be given; and

WHEREAS, on or about **March 6, 2017**, the Town, the LEEDC and Cable Park entered into a **SECOND AMENDMENT OF CONCESSION AGREEMENT FOR WAKEBOARD PARK** (“**Second Amendment**”) regarding landscape and irrigation obligations; and

WHEREAS, on or about **February 19, 2019**, the Town, the LEEDC and Cable Park entered into a **THIRD AMENDMENT OF CONCESSION AGREEMENT FOR WAKEBOARD PARK** (“**Third Amendment**”) regarding the cost of water for the irrigation meter and the cost of landscape maintenance; and

WHEREAS, on or about **May 19, 2020**, the Town, the LEEDC and Cable Park entered into a **FOURTH AMENDMENT OF CONCESSION AGREEMENT FOR WAKEBOARD PARK** (“**Fourth Amendment**”) to address the timing of the payment of rent by waiving certain rent payments; and

WHEREAS, on or about **September 18, 2023**, the Town, the LEEDC and Cable Park entered into a **FIFTH AMENDMENT OF CONCESSION AGREEMENT FOR**

WAKEBOARD PARK (“Fifth Amendment”) to address the Town assuming the obligations of landscaping and pond and irrigation obligations; and

WHEREAS, on or about **July 8, 2024**, the Town, the LEEDC and Cable Park entered into a **SIXTH AMENDMENT OF CONCESSION AGREEMENT FOR WAKEBOARD PARK (“Sixth Amendment”)** to address the timing and amount of the payment of rent; and

WHEREAS, the parties now desire to enter into this Seventh Amendment to address the Town assuming the obligations concerning the existing pond.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, and subject to the terms, provisions and conditions of this Seventh Amendment, and each in consideration of the duties, covenants and obligations of the other hereunder, the Town, the LEEDC and Cable Park do hereby agree that the Wakeboard Park Agreement (as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment) shall be amended as follows:

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. AMENDMENT TO WAKEBOARD PARK AGREEMENT.

(a) **Amendment to Wakeboard Park Agreement.** That Section 7.1 of the Wakeboard Park Agreement as amended by the Fifth Amendment is hereby amended to read as follows:

“7.1 The Town covenants that the Premises are served by water, sewer, electrical and gas utilities. Cable Park covenants and agrees to pay all charges incurred for water, sewer, electrical and gas services used in the Premises, if any. Beginning on the Effective Date of the Fifth Amendment and through December 31, 2026, with an additional one-year option to extend through December 31, 2027, at the sole option of the Town, the Town will resume all obligations to pay the water bill for the irrigation meter to the pond. Any prior obligations owed to the Town is waived as it relates to water bill.”

SECTION 3. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Seventh Amendment.

(a) **Agreement and Amendment.** All of the terms, conditions, and obligations of the Agreement, and any amendments remain in full force and effect except where specifically modified by this Seventh Amendment.

- (b) **Amendments.** This Seventh Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this Seventh Amendment. No alteration of or amendment to this Seventh Amendment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (c) **Applicable Law and Venue.** This Seventh Amendment shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Seventh Amendment shall lie in the state district courts of Denton County, Texas.
- (d) **Assignment.** This Seventh Amendment may not be assigned without the express written consent of the other party, which shall not be unreasonably withheld.
- (e) **Binding Obligation.** This Seventh Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. Town warrants and represents that the individual executing this Seventh Amendment on behalf of Town has full authority to execute this Seventh Amendment and bind the Town to the same. LEEDC warrants and represents that the individual executing this Seventh Amendment on behalf of LEEDC has full authority to execute this Seventh Amendment and bind the LEEDC to the same. The Cable Park warrants and represents that the individual executing this Seventh Amendment on Cable Park's behalf has full authority to execute this Seventh Amendment and bind the Cable Park to the same.
- (f) **Caption Headings.** Caption headings in this Seventh Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the Seventh Amendment.
- (g) **Counterparts.** This Seventh Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (h) **Effective Date.** The effective date (the "Effective Date") of this Seventh Amendment shall be the date of the latter to execute this Seventh Amendment by the Cable Park, the LEEDC, and the Town.
- (i) **Severability.** The provisions of this Seventh Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Seventh Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Seventh Amendment shall be enforced as if the invalid provision had never been included.
- (j) **Time is of the Essence.** Time is of the essence in the performance of this Seventh Amendment.

[The Remainder of this Page Intentionally Left Blank]

LEEDC:
**LITTLE ELM ECONOMIC
DEVELOPMENT CORPORATION**
A Texas non-profit corporation

By: _____
Neil Blais, President

Date: _____

STATE OF TEXAS §

§

COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Neil Blais, President of the Little Elm Economic Development Corporation, a Texas non-profit corporation, on behalf of said Texas corporation.

Notary Public, State of Texas

CABLE PARK:
AMERICA'S CABLE PARK GROUP, LLC
A Texas limited liability company

Printed Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

§

COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Chad Lacerte, owner of America's Cable Park Group, LLC, a Texas limited liability company, on behalf of said Texas company.

Notary Public, State of Texas



Date: 05/05/2026
Agenda Item #: 5. H.
Department: Administrative Services
Strategic Goal: Community Safety
Staff Contact: Rodney Harrison, Police Chief

AGENDA ITEM:

Consider Action to **Accept the Little Elm Police Department's 2025 Racial Profiling Report.**

DESCRIPTION:

Article 2.132 (7) of the Texas Code of Criminal Procedure requires the annual reporting to the local governing body of data collected on the race or ethnicity of individuals stopped and issued citations or arrested for traffic violations and whether or not those individuals were searched.

During the 85th Texas Legislative Session, Senate Bill 1849, known as the Sandra Bland Act, was passed and made the Motor Vehicle Contact Search Analysis mandatory for all law enforcement agencies in Texas, effective September 1, 2017.

This report provides information related to data collected from motor vehicles stops in which a citation or warning is issued and to arrests made as a result of those stops, including information such as:

- The race or ethnicity of the individual detained;
- Whether a search was conducted and, if so, whether the detained individual consented to the search; and
- Whether the peace officer knew the race or ethnicity of the individual before detaining them.

The report concludes that there was one allegation of Racial Profiling in 2025 for the Little Elm Police Department and the complaint was unfounded. The department is in compliance with Texas Code of Criminal Procedure Article 2.132.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

LEPD 2025 Racial Profiling Report



Little Elm Police Department Racial Profiling Report

2025

Contents

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Texas Code of Criminal Procedure

Article 2B.051-2B.0059

- Definitions of "Commission" and "Department."
- Prohibits racial profiling by police officers
- Requires implementation of a process by which complaints may be made for racial profiling
- Requires collection of data related to motor vehicle stops resulting in citations and/or arrests:
 - Race of the individual
 - Whether a search was conducted
 - Whether the search was consensual
 - Whether the officer knew the race of the individual being stopped prior to the stop
 - Whether the officer used physical force that resulted in bodily injury during the stop
 - Location and Reason for the stop
- Requires the Chief of Police to submit an annual report to the Texas Commission on Law Enforcement (TCOLE) and the Little Elm Town Council
- Requires law enforcement agencies to submit a yearly report of the information collected to the governing body of the municipality
- Reports required for motor vehicle stops
- Compilation of data
- Analysis of data is not required
- Little Elm Police Department is exempt from reporting additional identifying information pertaining to motor vehicle stops

Art. 2B.0051. DEFINITIONS. In this subchapter:

- (1) "Bodily injury" has the meaning assigned by Section 1.07, Penal Code.
- (2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.
- (3) "Race or ethnicity" means the following categories:
 - (A) Alaska native or American Indian;
 - (B) Asian or Pacific Islander;
 - (C) black;
 - (D) Hispanic or Latino; and
 - (E) white.
- (4) "Racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0052. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0053. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article, "law enforcement agency" means an agency of this state, or of a county, municipality, or other political subdivision of this state, that employs peace officers who make motor vehicle stops in the routine performance of the officers' official duties.

- (b) Each law enforcement agency shall adopt a detailed written policy on racial profiling. The policy must:
 - (1) clearly define acts constituting racial profiling;
 - (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
 - (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
 - (4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

- (5) require the agency employing a peace officer to take appropriate corrective action against the peace officer after an investigation shows that the peace officer has engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information relating to:
- (A) the race or ethnicity of the individual detained;
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search;
 - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - (D) whether the peace officer used physical force that resulted in bodily injury during the stop;
 - (E) the location of the stop; and
 - (F) the reason for the stop; and
- (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
- (A) the commission; and
 - (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of this state.
- (c) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which there is a video or audio recording of the occurrence that is the basis for the complaint, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer for a copy of the recording.
- (d) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in the agency's practices and policies regarding motor vehicle stops.
- (e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information required by a policy under Subsection (b)(6).
- (f) The commission shall begin disciplinary procedures against the chief administrator of a law enforcement agency if the commission finds that the chief administrator intentionally failed to submit a report required under Subsection (b)(7).

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0054. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS. (a) A peace officer who makes a motor vehicle stop shall report to the law enforcement agency that employs the officer information relating to the stop, including:

- (1) a physical description of any individual operating the motor vehicle who is detained as a result of the stop, including:
 - (A) the individual's gender; and
 - (B) the individual's race or ethnicity, as stated by the individual or, if the individual does not state the individual's race or ethnicity, as determined by the officer to the best of the officer's ability;
 - (2) the initial reason for the stop;
 - (3) whether the officer conducted a search as a result of the stop and, if so:
 - (A) whether the individual detained consented to the search;
 - (B) the reason for the search, including whether:
 - (i) any contraband or other evidence was in plain view;
 - (ii) any probable cause or reasonable suspicion existed to perform the search; or
 - (iii) the search was performed because the motor vehicle was towed or because of the arrest of any individual in the motor vehicle; and
 - (C) whether any contraband or other evidence was discovered during the search and a description of the contraband or evidence;
 - (4) whether the officer made an arrest as a result of the stop or the search and, if so, a statement of:
 - (A) whether the arrest was based on:
 - (i) a violation of the Penal Code;
 - (ii) a violation of a traffic law or ordinance; or
 - (iii) an outstanding warrant; and
 - (B) the offense charged;
 - (5) the street address or approximate location of the stop;
 - (6) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and
 - (7) whether the officer used physical force that resulted in bodily injury during the stop.
- (b) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (a) to ensure that the race or ethnicity of the individual operating the motor vehicle is reported.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0055. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED. (a)

A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2B.0054.

(b) Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to:

(1) the commission; and

(2) the governing body of each county or municipality served by the agency, if the law enforcement agency is a local law enforcement agency.

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed. The report must include:

(1) a comparative analysis of the information compiled under Article 2B.0054 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of:

(i) individuals recognized as members of racial or ethnic minority groups; and

(ii) individuals not recognized as members of racial or ethnic minority groups;

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the individuals affected, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered during those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2B.0054(a)(1).

(e) The commission, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(f) The commission shall begin disciplinary procedures against the chief administrator of a law enforcement agency if the commission finds that the chief administrator intentionally failed to submit a report required under Subsection (b).

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0056. PRIMA FACIE EVIDENCE. The data collected as a result of the reporting requirements of Articles 2B.0053 and 2B.0055 does not constitute prima facie evidence of racial profiling.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0057. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2B.0054 or under a policy adopted under Article 2B.0053.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0058. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data required by Article 2B.0055, the agency is liable to the state for a civil penalty in an amount not to exceed \$5,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based data required by Article 2B.0055 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

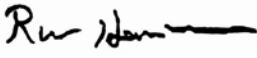
Art. 2B.0059. RULES. The department may adopt rules to implement Articles 2B.0052, 2B.0053, 2B.0054, 2B.0055, 2B.0056, and 2B.0057.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Little Elm Police Department

General Order 2900 (Issued 12-21-2015, replaced Lexipol 328)

- Policy effective June 9, 2020
- Reviewed October 26, 2023
- Scheduled for Committee Review in 2025
- States purpose
- Establishes policy
- Prohibits discriminatory practices
- Establishes complaint process
- Establishes disciplinary and corrective actions
- Establishes public education
- Provides for training
- Establishes guidelines for data collection
- Use of video/audio equipment and review

| LITTLE ELM POLICE DEPARTMENT GENERAL ORDERS | |
|---|---|
| SUBJECT: RACIAL PROFILING | NUMBER: 2900 |
| EFFECTIVE DATE: 01/12/2021 | REVIEW DATE: 10/26/2023 |
| AMENDS/SUPERSEDES: Lexipol 328 | APPROVED:  _____ Chief of Police |
| BEST PRACTICE STANDARDS: 2.01.1 | |

NOTE: This General Order is for internal use only and does not enhance an officer's civil or criminal liability in any way. It should not be construed as the creation of a higher standard of safety or care in an evidentiary sense, with respect to third party claims. Violations of this General Order, if proven, can only form the basis of a complaint by this Department and only in a non-judicial, administrative setting.

INDEX WORDS:

Audio and Video Recording

Racial Profiling

Collection of Information

Reporting

Complaint

Review

Ethnicity

Training

Race

I. PURPOSE

- A. The purpose of this order is to reaffirm the Town of Little Elm Police Department's commitment to unbiased policing in all its encounters with any person; to reinforce procedures that serve to ensure public confidence and mutual trust through the provision of services in a fair and equitable fashion; and to protect our officers from

unwarranted accusations of misconduct when they act within the dictates of departmental policy and the law.

II. POLICY

- A. It is the policy of this Department to police in a proactive manner and to aggressively investigate suspected violations of the law. Officers shall actively enforce local, state and federal laws in a responsible and professional manner without regard to race, ethnicity, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. Officers are strictly prohibited from engaging in racial profiling as defined in this policy. Racial profiling is an unacceptable police tactic and will not be condoned.
- B. This General Order is adopted in compliance with the requirements of Articles 2.131 through 2.136, Texas Code of Criminal Procedure, which prohibits Texas peace officers from engaging in racial profiling.

III. DEFINITIONS

- A. Acts Constituting Racial Profiling - acts initiating law enforcement action, such as a traffic stop, a detention, a search, issuance of a citation, or an arrest based solely upon an individual's race, ethnicity, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group rather than upon the individual's behavior, information identifying the individual as having possibly engaged in criminal activity, or other lawful reasons for the law enforcement action
- B. Motor Vehicle Stop – means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.
- C. Race or Ethnicity - persons of a particular descent, including Caucasian, African, Hispanic, Asian, Middle Eastern or Native American descent.
- D. Racial Profiling - a law enforcement-initiated action based on an individual's race, ethnicity, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity. Racial profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants, persons needing assistance, or other citizen contacts.

IV. PROHIBITION

- A. Officers of the Little Elm Police Department are strictly prohibited from engaging in racial profiling. The prohibition against racial profiling does not preclude the use of race, ethnicity or national origin as factors in a detention decision by an officer. Race, ethnicity or national origin may be legitimate factors in such a decision when used as part of a description of a suspect or witness for whom an officer is searching.

V. COMPLAINT PROCESS

- A. No person shall be discouraged, intimidated or coerced from filing a complaint, or be discriminated against because they have filed a complaint.
- B. Any person who believes that a peace officer employed by the Little Elm Police Department has engaged in racial profiling with respect to that person, may file a complaint in accordance with the provisions of General Order 300, Discipline/Complaints against Police Personnel.
 - 1. An employee who is contacted regarding a complaint against an officer shall follow the procedures set forth in General Order 300, Section X. Investigation of Externally Originated Complaints.
 - 2. Citizens who appear in person wishing to file a complaint shall be provided with a departmental brochure, "How to File a Complaint." Brochures are maintained in the Little Elm Police Department lobby, and at Little Elm Town Hall. Citizens may also be directed to the Departmental website to file a complaint.
- C. Any supervisor who becomes aware of an alleged or suspected violation of this General Order shall report the alleged violation in accordance with General Order 300, Discipline, Section XI. Investigation of Internally Originated Complaints.
- D. Complaints of racial profiling shall be classified as a Level I complaint, and shall be investigated by the Office of the Chief of Police, unless otherwise directed by the Chief of Police. A log of all Racial Profiling Complaints will be maintained by the Office of the Chief of Police.

VI. DISCIPLINARY AND CORRECTIVE ACTIONS

- A. Any officer of this Department who is found, after investigation, to have engaged in racial profiling in violation of this General Order may be subject to disciplinary action, up to and including termination. Disciplinary or corrective actions may include diversity, sensitivity or other appropriate training or counseling, as determined by the Chief of Police.

VII. PUBLIC EDUCATION

- A. This Department shall provide education to the public concerning the racial profiling complaint process. The primary method of public education shall be through a brochure, "How to File a Complaint" which are maintained in the lobby of the Little Elm Police Department, and at the Little Elm Town Hall. These brochures are available in both English and Spanish versions. Other education

methods may be utilized to inform the public, including news media, civic presentations, the Internet, and/or public meetings.

VIII. COLLECTION OF INFORMATION AND ANNUAL REPORT WHEN CITATION ISSUED OR ARREST MADE

- A. For each motor vehicle stop in which a citation is issued and for each arrest resulting from a motor vehicle stop, an officer involved in the stop shall collect the following information:
1. Information identifying the race or ethnicity of the individual detained. The following codes will be used to identify the individual's race:
 - B = Black / African
 - A = Asian
 - I = Native American / American Indian
 - H = Hispanic
 - W = White / Caucasian
 2. Whether a search was conducted and if so, whether the individual detained consented to the search; and
 3. Whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
 4. If the person contacted is a resident of the Town of Little Elm, this shall be reflected in the Racial Profiling module in the Brazos ticket writing program.
- B. The information collected shall be entered in to the Racial Profiling module in the Brazos ticket writing program by the officer in a timely manner. All stops requiring Racial Profiling data collection must be entered.
- C. The Professional Standards Lieutenant shall ensure all Racial Profiling Data is collected and reported to the Chief of Police. The data collected shall be compiled in an annual report covering the period January 1 through December 31 of each year, and shall be submitted to the governing body of the Town of Little Elm no later than March 1 of the following year. The report will include:
1. A breakdown of citations by race or ethnicity;
 2. Number of citations that resulted in a search;
 3. Number of searches that were consensual;
 4. Number of citations that resulted in custodial arrest; and
 5. Public education efforts concerning the racial profiling complaint process.
- C. The annual report shall not include identifying information about any individual stopped or arrested, and shall not include identifying information about any peace officer involved in a stop or arrest.

- D. Racial Profiling Data will also be reported to the Texas Commission on Law Enforcement (TCOLE) by March 1 of each year, following the Commission's prescribed format.

IX. AUDIO AND VIDEO EQUIPMENT

- A. Each motor vehicle regularly used by this department to make motor vehicle stops shall be equipped with a mobile video camera system capable of recording video and audio, and each motorcycle regularly used by this department to make motor vehicle stops shall be equipped with audio recording equipment.
- B. Each motor vehicle stop made by an officer of this department capable of being recorded by video and audio, or by audio only for motorcycles, shall be recorded.
- C. Supervisors and Officers shall ensure that mobile video camera equipment, and/or audio equipment, is properly functioning prior to commencing their tour of duty. Police units with malfunctioning or inoperable mobile video camera equipment shall not be utilized under normal circumstances.
- D. Supervisors shall have the authority to assign units with malfunctioning or inoperable mobile video equipment when situations dictate. Officers assigned to such units shall collect and document the information listed below for each motor vehicle stop. All documentation must be submitted to the officer's supervisor prior to ending that tour of duty. Documentation shall include but is not limited to Field Interview Forms, Traffic Citations and Warning Tickets.
1. A physical description of any person operating the motor vehicle, who is detained as a result of the stop, including:
 - a. the person's gender; and
 - b. the person's race or ethnicity, as stated by the person, or if the person does not state, the person's race or ethnicity, as determined by the officer to the best of his or her ability. Officers will not ask the individual to identify their race or ethnicity;
 2. Whether the officer knew the race or ethnicity of the individual detained before detaining that individual;
 3. The initial reason for the stop;
 4. Whether the officer conducted a search as a result of the stop, and, if so, whether or not the person detained consented to the search;
 5. Whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;

6. The reason for the search, including whether:
 - a. Any contraband or other evidence was in plain view;
 - b. Any probable cause or reasonable suspicion existed to perform the search; or
 - c. The search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle
7. Whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of Penal Code, a violation of traffic law or ordinance or an outstanding warrant and a statement of the offense charged.
8. The street address or approximate location of the stop;
9. Whether the officer issued a citation or a written warning as a result of the stop; and
10. Whether the person contacted is a resident or non-resident of the Town of Little Elm. This shall be reflected on each citation issued, using an (R) for residents or an (NR) for non-resident.

XI. REVIEW OF VIDEO AND AUDIO DOCUMENTATION

- A. Each audio and video recording shall be retained for a minimum period of ninety (90) days, unless a complaint is filed alleging that an officer has engaged in racial profiling with respect to a motor vehicle stop. The Patrol Operations Commander shall ensure that all audio and recordings are properly stored and retained in accordance with applicable laws and this General Order.
- B. If a complaint is received alleging that an officer has engaged in racial profiling, the audio / video recording shall be forwarded to the Office of the Chief of Police who shall retain the video until final disposition of the complaint has been made.
- C. The Patrol Operations Commander or his designee shall review a randomly selected sampling of video and audio recordings, made recently by officers employed by the Department, in order to determine if patterns of racial profiling exist. These reviews shall be conducted monthly and documented on the appropriate form (LEPD-018). A minimum 6 videos shall be reviewed every 6 months per officer.
 1. Written documentation shall include:
 - a. the names of the officers whose stops were reviewed;
 - b. the date(s) of the videos reviewed;
 - c. the date the actual review was conducted; and
 - d. the name of the person conducting the review.

2. The Patrol Operations Commander shall forward the required documentation to the Office of the Chief of Police.
 3. The Patrol Operations Commander shall maintain a file of all video review documentation performed, in compliance with this General Order.
- D. In reviewing audio and video recordings, the Patrol Operations Commander or his designee, shall seek to determine if the officer(s) reviewed have engaged in a pattern of racial profiling, that includes multiple acts constituting racial profiling for which there is no reasonable, credible explanation based on established police and law enforcement procedures.

XII. TRAINING

- A. Each peace officer employed by the Department shall complete the comprehensive education and training program on racial profiling established by the Texas Commission on Law Enforcement (TCOLE) not later than the second anniversary of the date the officer was licensed, or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

XIII. EFFECTIVE DATE

- A. Any previous directive, rule, order or regulation that pertains to this subject matter and its amendments shall remain in full force and effect for any violation(s) which occur prior to the effective date of this General Order.
- B. If any section, sentence, clause or phrase of this General Order is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this General Order.
- C. All training on this General Order will be in accordance with General Order 100, Written Directive System, Chapter VIII, Training.
- D. The effective date is stated in the header block of this General Order.

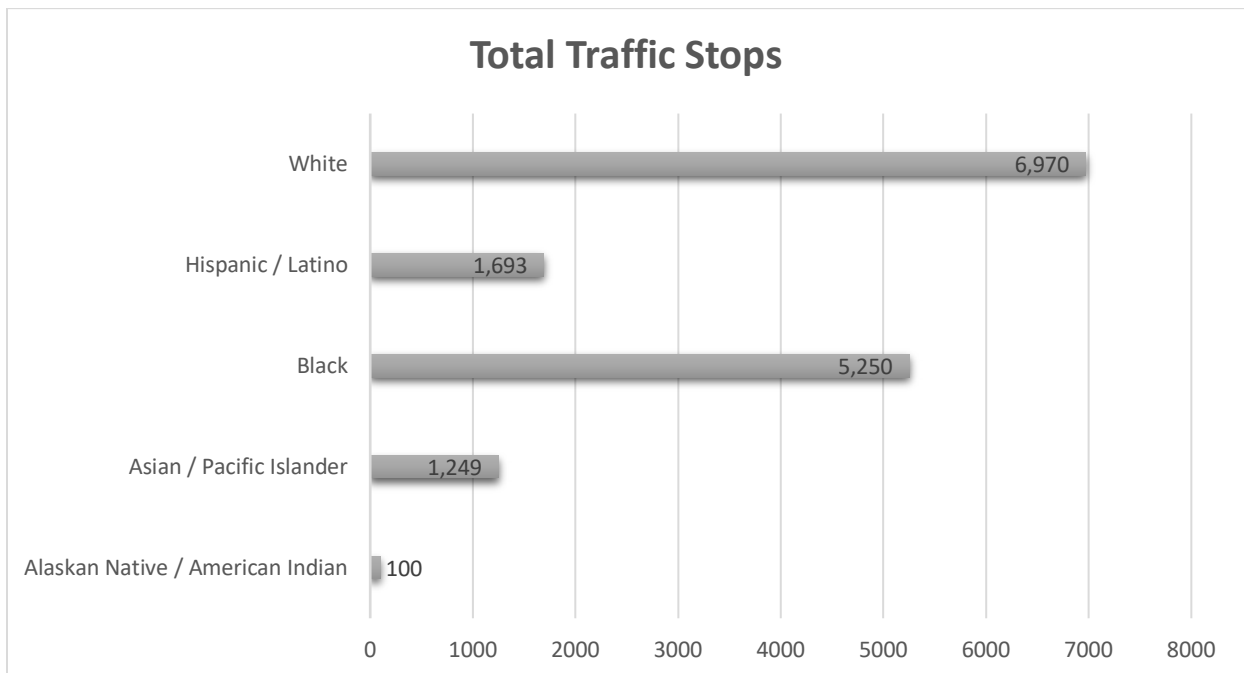
2025 Data Compilation

Total Traffic Related Contacts Resulting in Search, Arrest, or Citation/Warning

Total County by Number/Percentage

| Race | Traffic Related Contact Resulting in Search, Arrest or Citation/Warning | Traffic Related Contact Resulting in Search, Arrest or Citation/Warning Percentage |
|----------------------------------|---|--|
| Alaskan Native / American Indian | 100 | 0.66% |
| Asian/Pacific Islander | 1,249 | 8.18% |
| Black | 5,250 | 34.40% |
| Hispanic/Latino | 1,693 | 11.09% |
| White | 6,970 | 45.67% |
| Total | 15,262 | 100% |

Graphical Analysis:

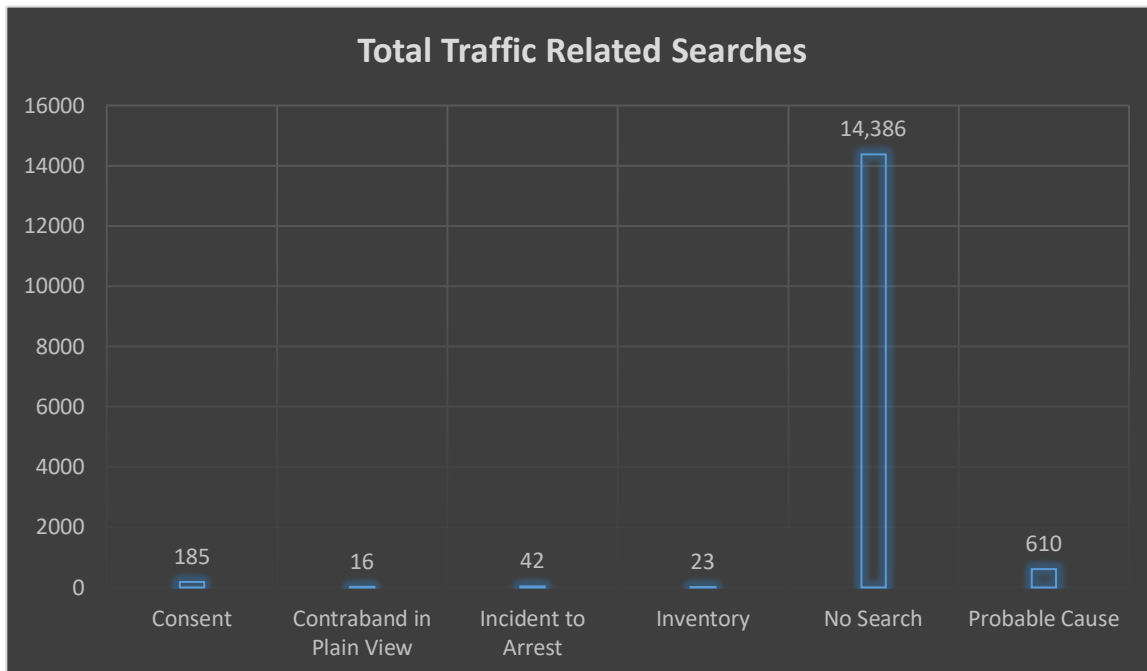


Total Traffic Related Searches

Total by Raw Number / Percentage

| Searches | Total Searches | Percentage |
|--------------------------|----------------|-------------|
| Consent | 185 | 1.21% |
| Contraband In Plain View | 16 | 0.10% |
| Incident to Arrest | 42 | 0.28% |
| Inventory | 23 | 0.15% |
| No Search | 14,386 | 94.26% |
| Probable Cause | 610 | 4.00% |
| Total | 15,262 | 100% |

Graphical Analysis

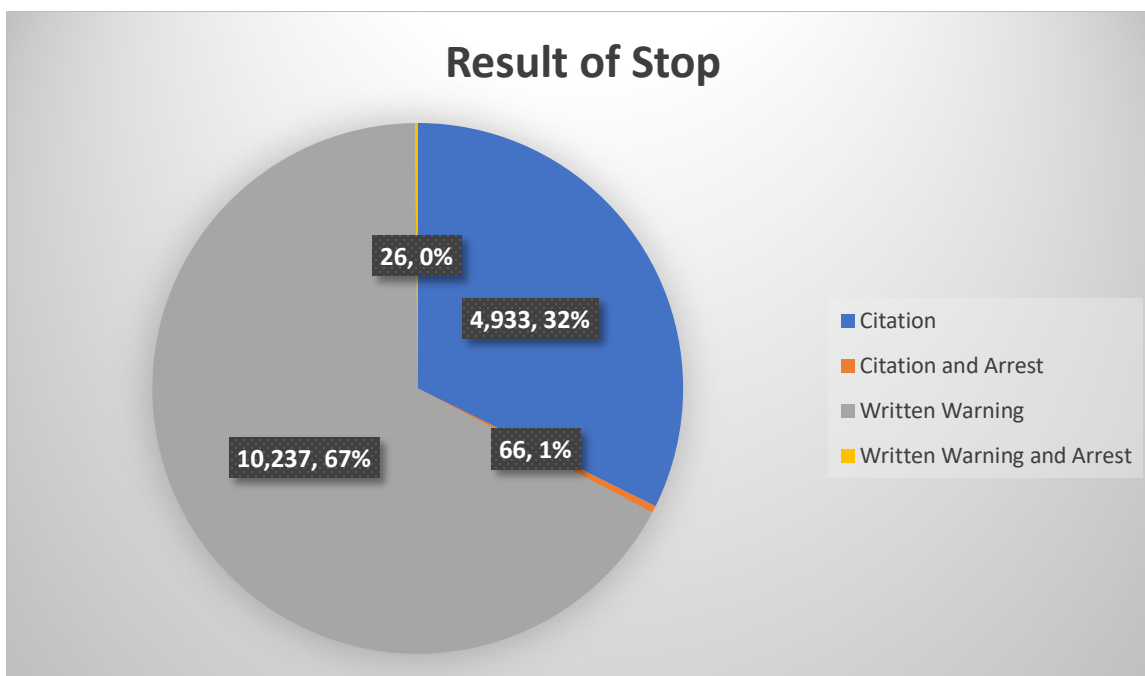


Result of Stop

Total by Raw Number / Percentage

| Result of Stop | Total Result | Percentage |
|----------------------------|--------------|------------|
| Citation | 4,933 | 32.33% |
| Citation and Arrest | 66 | 0.43% |
| Written Warning | 10,237 | 67.07% |
| Written Warning and Arrest | 26 | 0.17% |
| Total | 15,262 | 100% |

Graphical Analysis





Texas Police Chiefs Association

DOCUMENT SUBMISSION FORM

Agency: Little Elm Police Department

Best Practice 2.01 Bias Based Profiling (EV)

The agency has a written directive, complying with current laws on the reporting of the Bias Based Profiling information collected by the agency, and training of enforcement personnel in the prohibition of Bias Based Profiling. If the Agency uses in-car cameras and/or body cameras, the directive shall require the supervisory review of at least three random videos, at least every six months, per officer.

Discussion: Bias based profiling and especially racial profiling is highly injurious to a law enforcement agency as it erodes public confidence in equality of treatment. Agencies should ensure their definition of racial profiling (part of bias based profiling) meets the definition of the Texas Code of Criminal Procedure Article 3.05 as well as the operational procedures required under Articles 2.131 through 2.138.

Prohibition of Bias Based Profiling, however, is broader than the state required racial profiling prohibition. The agency's written directive should meet or exceed state law requirements for prohibition of racial profiling. but must also prohibit any profiling based on ethnic background. gender, sexual orientation, religion. economic status. age. cultural group. or any other identifiable group. Agencies need to ensure their policy includes all of this expanded definition.

Agencies are required to publish an annual report of their traffic stops under Article 2.134. This annual report is also required as part of this standard but will not be submitted electronically. Agencies should indicate on their Document Submission Form that the Annual Reports are in file. If all other parts of the Best Practice requirements are met, the standard will be "Accepted" and the actual annual reports will be reviewed on-site by the Final Review team.

Minimum Training Level 2. While a higher level of training is always encouraged, the training portion of this standard may be met by showing that officers have received Roll-call Training or a formal Training Bulletin, watched a video, received a copy of a policy which was discussed with a Supervisor, or received a copy of a policy and been tested over its content.

When conducting random, supervisory reviews of officer's video supervisors are not required to watch each incident of an 8, 10, or 12 hour shift; however, reviewing the footage in a manner intended to gain an understanding of that officer's performance and adherence to policy and law is required.

Proofs of Compliance Submitted:

1. copy of GO 2900 Policy Section II Pages 2900-2901 / Section XI Pages 2905-2906 / Section XII Page 2906
2. Copy of proof of receipt of written directive signed by all employees — need sign off
3. Copy of Racial Profile Training
4. Random Video Review
5. Copy of most recent annual racial profiling report

Submitted By: Lt. J. Compton

Date: November 27, 2023

Evaluators Review:

xDoes the file contain a written directive which:

x Prohibits all forms of bias based profiling (not just racial — see glossary)?

x Complies with Texas Code of Criminal Procedure?

x Requires training of enforcement personnel?

x Does the file contain documentation of Proof of Receipt of the directive by employees?

x Does the file contain documentation showing training (minimum level 2) of enforcement employees?

x Does the file contain proof of random video review for first responders?

x Does the file contain a copy of the most recent annual report or is a copy readily available for inspection? (Should not be submitted electronically.)

or:

Evaluator:

H. Sylvestre

Date Accepted:

2-11-24

Number of complaints of racial profiling

Total: 1

Resulted in disciplinary action: 0

Did not result in disciplinary action: 1

Citizen Complaints

During 2025, the Little Elm Police Department received 1 complaint of racial profiling or biased based policing. The complainant was white. Investigations by Professional Standards determined there was no evidence to support the allegation that officers engaged in racial profiling or biased based policing.

Complaint Summarization

Complaint #1: In 2025, the complainant alleged that three Little Elm Police Officers harassed and intimidated the complainant on private property without legal cause, profiled the complainant based on personal characteristics, and caused the complainant to fear for their safety and well-being. An investigation found the encounter was a lawful voluntary interaction that later led to a custodial arrest based on probable cause. No evidence supported the complainant's allegations, and the complaint was classified as unfounded.

Motor Vehicle Racial Profiling Information

Total Stops: 15,262

Street address or approximate location of the stop

City Street: 13,000

US highway: 1,734

State highway: 174

County road: 48

Private property or other: 306

Was race or ethnicity known prior to stop?

Yes: 832

No: 14,430

Race or ethnicity

Alaska Native/American Indian: 100

Asian/Pacific Islander: 1,249

Black: 5,250

White: 6,970

Hispanic/Latino: 1,693

Gender

Female Total: 5,500

Alaska Native/American Indian: 16

Asian/Pacific Islander: 300

Black: 2,098

White: 2,608

Hispanic/Latino: 478

Male Total: 9,762

Alaska Native/American Indian: 84

Asian/Pacific Islander: 949

Black: 3,152

White: 4,362

Hispanic/Latino: 1,215

Reason for Stop?

Violation of law total: 839

Alaska Native/American Indian: 4

Asian/Pacific Islander: 30

Black: 368

White: 284

Hispanic/Latino: 153

Preexisting Knowledge Total: 238

Alaska Native/American Indian: 0

Asian/Pacific Islander: 11

Black: 107

White: 106

Hispanic/Latino: 14

Moving traffic violation total: 7,854

Alaska Native/American Indian: 50

Asian/Pacific Islander: 812

Black: 2,386

White: 3,847

Hispanic/Latino: 759

Vehicle Traffic Violation Total: 6,331

Alaska Native/American Indian: 46

Asian/Pacific Islander: 396

Black: 2,389

White: 2,733

Hispanic/Latino: 767

Was a Search Conducted Total:

Yes Total: 876

Alaska Native/American Indian: 0

Asian/Pacific Islander: 10

Black: 518

White: 272

Hispanic/Latino: 76

No Total: 14,386

Alaska Native/American Indian: 100

Asian/Pacific Islander: 1,239

Black: 4,732

White: 6,698

Hispanic/Latino: 1,617

Reason for Search?

Consent Total: 185

Alaska Native/American Indian: 0

Asian/Pacific Islander: 6

Black: 69

White: 80

Hispanic/Latino: 30

Contraband in Plain View Total: 16

Alaska Native/American Indian: 0

Asian/Pacific Islander: 0

Black: 7

White: 8

Hispanic/Latino: 1

Probable Cause Total: 610

Alaska Native/American Indian: 0

Asian/Pacific Islander: 4

Black: 402

White: 172

Hispanic/Latino: 32

Inventory Total: 23

Alaska Native/American Indian: 0

Asian/Pacific Islander: 0

Black: 12

White: 5

Hispanic/Latino: 6

Incident To Arrest Total: 42

Alaska Native/American Indian: 0

Asian/Pacific Islander: 0

Black: 28

White: 7

Hispanic/Latino: 7

Was Contraband Discovered?

Yes Total: 657

Alaska Native/American Indian: 0

Asian/Pacific Islander: 3

Black: 403

White: 210

Hispanic/Latino: 41

No Total: 219

Alaska Native/American Indian: 0

Asian/Pacific Islander: 7

Black: 115

White: 62

Hispanic/Latino: 35

Description of Contraband

Drugs Total: 527

Alaska Native/American Indian: 0

Asian/Pacific Islander: 3

Black: 333

White: 161

Hispanic/Latino: 30

Alcohol Total: 76

Alaska Native/American Indian: 0

Asian/Pacific Islander: 0

Black: 31

White: 34

Hispanic/Latino: 11

Currency Total: 2

Alaska Native/American Indian: 0

Asian/Pacific Islander: 0

Black: 1

White: 1

Hispanic/Latino: 0

Other Total: 88

Alaska Native/American Indian: 0

Asian/Pacific Islander: 0

Black: 50

White: 34

Hispanic/Latino: 4

Weapons Total: 24

Alaska Native/American Indian: 0

Asian/Pacific Islander: 0

Black: 16

White: 7

Hispanic/Latino: 1

Result of the Stop

Citation Total: 4,933

Alaska Native/American Indian: 45

Asian/Pacific Islander: 442

Black: 1,624

White: 2,071

Hispanic/Latino: 751

Citation and Arrest Total: 66

Alaska Native/American Indian: 0

Asian/Pacific Islander: 0

Black: 37

White: 19

Hispanic/Latino: 10

Written Warning Total: 10,237

Alaska Native/American Indian: 55

Asian/Pacific Islander: 806

Black: 3,573

White: 4,872

Hispanic/Latino: 931

Written Warning and Arrest Total: 26

Alaska Native/American Indian: 0

Asian/Pacific Islander: 1

Black: 16

White: 8

Hispanic/Latino: 1

Arrest Based On

Outstanding Warrant Total: 32

Alaska Native/American Indian: 0

Asian/Pacific Islander: 1

Black: 22

White: 6

Hispanic/Latino: 3

Violation of Traffic Law Total: 13

Alaska Native/American Indian: 0

Asian/Pacific Islander: 0

Black: 9

White: 2

Hispanic/Latino: 2

Violation of Penal Code Total: 46

Alaska Native/American Indian: 0

Asian/Pacific Islander: 0

Black: 21

White: 19

Hispanic/Latino: 6

Violation of City Ordinance Total: 1

Alaska Native/American Indian: 0

Asian/Pacific Islander: 0

Black: 1

White: 0

Hispanic/Latino: 0

Was Arrest Due to Contraband Found?*No Total: 72*

Alaska Native/American Indian: 0

Asian/Pacific Islander: 1

Black: 45

White: 16

Hispanic/Latino: 10

Yes Total: 20

Alaska Native/American Indian: 0

Asian/Pacific Islander: 0

Black: 8

White: 11

Hispanic/Latino: 1

Was physical force used?

Yes Total: 4

Alaska Native/American Indian: 0

Asian/Pacific Islander: 0

Black: 0

White: 2

Hispanic/Latino: 2

Resulting in Bodily Injury to:

Suspect: 0

Officer: 0

Both: 1

Resulting in No Bodily Injury to:

Suspect: 3

Officer: 0

Both: 0

No Total: 15,258

Alaska Native/American Indian: 100

Asian/Pacific Islander: 1,249

Black: 5,250

White: 6,968

Hispanic/Latino: 1,691

TCOLE 2025 Racial Profile Agency Report Exemption

| Agency Name | Filing Status | Reason for Filing as Tier 1 or Tier 2 | Chief Administrator and Agency Contact information * | Date Filed | Online Electronic Report | Agency Supplied Report |
|--|---------------------------|---------------------------------------|---|------------|--------------------------|------------------------|
| Little Elm Police Dept. Agency NO:121212 | Partially Exempt (Tier 1) | Audio/Video Equipped | Rodney Harrison Phone: (214) 975-0460 Mailing Address: Little Elm Police Dept. 88. W. Eldorado Pkwy, Little Elm, TX 75068 | 02/17/2026 | Yes | Yes |

Racial Profiling Report | Full report

Agency Name: Little Elm Police Department

Reporting Date: 02/17/2026

TCOLE Agency Number: 121212

Chief Administrator: Rodney W. Harrison

Agency Contact Information:

Phone: (214) 975-0460

Email: rharrison@littleelm.org

Mailing Address:

88 W Eldorado Pkwy

Little Elm, TX 75068-5079

This Agency filed a full report

LITTLE ELM POLICE DEPARTMENT has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the LITTLE ELM POLICE DEPARTMENT from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the LITTLE ELM POLICE DEPARTMENT if the individual believes that a peace officer employed by the LITTLE ELM POLICE DEPARTMENT has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the LITTLE ELM POLICE DEPARTMENT who, after an investigation, is shown to have engaged in racial profiling in violation of the LITTLE ELM POLICE DEPARTMENT policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;

- b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision
- (6) to:
- a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The LITTLE ELM POLICE DEPARTMENT has satisfied the statutory data audit requirements as prescribed in

Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: AUSTEN MCKINNEY
Captain, Professional Standards

Date: 02/17/2026

Submitted electronically to the



The Texas Commission on Law Enforcement

