Agenda of Regular Meeting

The Board of Trustees Little Elm ISD

A Regular Meeting of the Board of Trustees of Little Elm ISD will be held November 16, 2020, beginning at 6:00 PM in the Zellars Center for Learning and Leadership.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. Call to Order Open Session in the Board Room at Zellars Center for Learning and Leadership on 300 Lobo Lane, Little Elm, Texas 75068. 2. The Board will recess into Closed Meeting in PL1 as permitted by the Texas Open Meetings Act Code Subchapter 551.072 and 551.074 The Board and Superintendent will discuss: A. Personnel B. Land 3. Pledge of Allegiance 4. Invocation 5. Introduction and Roll Call 6. Superintendent Spotlight 7. Citizen Input Audience participation shall be permitted at regular Board meetings and shall be limited to the public comment portion designated for that purpose 8. Reports of the Superintendent A. 2021-2022 LEISD Calendar Development Timeline 4 Presenter: Dr. Cyndy A. Mika B. Curriculum and Learning Update 6 Presenter: Dr. Cyndy A. Mika 9. Approval of Minutes A. Consider Regular Board Meeting Minutes - 10/19/2020 8 Presenter: Sonia S. Flores 10. Action Items A. Consider approval of Financial Reports - September 2020 15 Presenter Grant Anderson B. Consider approval of Little Elm ISD Interlocal Summary Report 55 Presenter: Grant Anderson C. Consider approval of Little Em ISD Expenditures over \$50,000 57 Summary Report Presenter: Grant Anderson D. Consider approval of Development Agreement between Town of 59 Lakewood Village, Little Elm Independent School District and Sam Hill

Venture	
Presenter: Rod Reeves	10.4
E. Consider approval of Road Agreement with Sam Hill Venture for	134
Future LEISD School Site in Town of Lakewood Village, Texas Presenter: Rod Reeves	
F. Consider approval of Water & Sewer Easement to Sam Hill Venture	150
for Future Lakewood Village School Site	100
Presenter: Rod Reeves	
G. Consider approval of Lease of Real Property, Approximately 60.141	161
Acres, George W. Daniel Survey, Abstract No. 331, and being all of Lots	
17 & 18 Hunters Ridge Addition, City of Oak Point, Denton County,	
Texas	
Presenter Rod Reeves	
H. Consider approval of Municipal Service Agreement with The Town of	184
Lakewood Village Related to the Full Purpose Annexation of	
Approximately 16.371 Acres in the Christopher C. Dickson Survey,	
Abstract No. A-399, Denton County	
Presenter: Rod Reeves	102
I. Consider approval of Lease Agreement for Recreational Grounds and	193
Facilities between the Town of Little Elm and Little Elm Independent School District for Approximately 36.58 Acres around Lakeside Middle	
School, Powell Center and Zellars Center	
Presenter Rod Reeves	
11. Consent Agenda	
A. Consider approval of Maximum Class Size Exemptions - Class Size	209
Waivers	,
Presenter: Asheley Brown	
B. Consider approval of 2020-2021 Parent and Family Engagement Plan	211
/ Parent Involvement Plans for Title I Campuses	
Presenter: Dr. Ashley Glover	
C. Consider Gifts and Donations	264
Presenter: Grant Anderson	
D. Consider approval of Declaring Technology Equipment Surplus and	266
Authorizing for Disposal	
Presenter: Clay Walker	
12. Board President Comments	
Presenter: David Montemayor 13. Board Comments	
14. Superintendent Comments	
15. Adjournment	

If, during the course of the meeting, the Board of Trustees should determine that a closed meeting should be conducted, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq. The meeting will be held by the School Board at the date, hour, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the School Board may conveniently meet in such closed or executive meeting or session concerning any and all purposes permitted by the Act, including, but not limited to the following sections and purposes:

Texas Government Code Section:

551.071 551.072	Private consultation with the Board's attorney. Discussing purchase, exchange, lease, or value of
551.073	real property. Discussing negotiated contracts for prospective gifts or donations.
551.074	Discussing personnel or to hear complaints against personnel.
551.075	To confer with employees of the school district to receive information or to ask questions.
551.076	Considering the deployment, specific occasions, for or implementation of security personnel or devices.
551.082	Considering discipline of a public school child, or complaint or charge against personnel.
551.0821	Considering personally identifiable information about public school student.
551.083	Considering the standards, guidelines, terms, or conditions the board will follow, or will instruct its representatives to follow, in consultation with representatives of employees groups,
551.084	Excluding witnesses from a hearing.

Before any closed meeting is convened, the presiding officer will publicly identify the section or sections or the Act authorizing the closed meeting.

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed or executive session, then the final action, final decision, or final vote shall be either:

- (a) in the open meeting covered by the Notice upon the reconvening of the public meeting, or
- (b) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

Superintendent

Original copy of this agenda was posted on the bulletin board at the Little Elm ISD Administration Building 72 hours prior to the scheduled meeting.

Sonia S. Flores

Board Agenda Item

Little Elm Independent School District 300 Lobo Lane Little Elm, Texas 75068

Board Mtg. Date 11-16-2020	Reports of the SuperintendentAction Item IConsent 					
Subject:	2021-2022 LEISD CALENDAR DEVELOPMENT TIMELINE					
Presenter or Contact Person:	Dr. Cyndy A. Mika, Assistant Superintendent for Curriculum and Learning Services					
Policy/Code:	EB(LEGAL), EB(LOCAL)					
Strategic Plan Goal:	We will communicate with the LEISD community to build trust, support, and involvement.					
	We will engage each student in leaning experiences that increase student growth and achievement.					
Summary:	The District will present the timeline for the development and adoption of the 2021-2022 LEISD Calendar.					
Financial Implications:	There is no financial implication.					
Attachments:	2021-2022 LEISD Calendar Development Timeline					
Recommendation:	Item is for informational purposes only. No recommendation is necessary.					
Motion:	Item is for informational purposes only. No motion is necessary.					



2021-2022 Calendar Development Timeline

November 4, 2020

District will present to the District Leadership Team the calendar options and gather feedback from the DLT

November 16, 2020

District will present to the Board of Trustees with 2021-2022 Calendar Development Timeline

November 30, 2020

District will present calendar options and gather feedback from the District Education Improvement Committee

December 1, 2020 District will open survey for LEISD parents, students, and staff

December 10, 2020 District will close 2021-2022 Calendar Survey

December 14, 2020

District will present calendar options and survey result to the Board of Trustees and recommend approval of 2021-2022 LEISD Calendar

Board Agenda Item

Little Elm Independent School District 300 Lobo Lane Little Elm, Texas 75068

Board Mtg. Date 11-16-2020	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other		
Subject:	CURRICULUM	AND LEA	RNING UP	DATE			
Presenter or Contact Person:	Dr. Cyndy A. Mi and Learning Ser		int Superinte	endent for Cu	ırriculum		
Policy/Code:	N/A						
Strategic Plan Goal:	We will provide all students have	0			hat ensures		
	We will engage e increase student				that		
	We will engage e experiences that	-	2	0	ng		
Summary:	The District will learning update as of Snapshot D	including s	snapshot dat				
Financial Implications:	There is no finan	cial impac	t to the budg	get.			
Attachments:	N/A	N/A					
Recommendation:	Item is for infor is necessary.	mational p	ourposes onl	y. No recom	mendation		
Motion:	Item is for inform necessary.	mational p	ourposes onl	y. No motior	n is		

Board Agenda Item Little Elm Independent School District 300 Lobo Lane Little Elm, Texas 75068								
Board Mtg. Date 11-16-2020	Reports of the SuperintendentAction Item Image: Consent AgendaReports, Routine MonthlyImage: Consent Image: Consent Image: Consent Image: Consent Image: Consent Image: Consent Image: Consent 							
Subject:	REGULAR BOARD MEETING MINUTES - 10/19/2020.							
Presenter or Contact Person:	Sonia S. Flores							
Policy/Code:	N/A							
Strategic Plan Goal:	N/A							
Summary:	Board Meeting Minutes for October 19, 2020.							
Financial Implications:	There is no financial impact to the budget.							
Attachments:	Meeting Minutes							
Recommendation:	The Administration recommends the approval of the Regular Board Meeting Minutes for October 19, 2020.							
Motion:	I move that the Board approve the attached Regular Board Meeting Minutes for October 19, 2020.							

Minutes of Regular Meeting

The Board of Trustees Little Elm ISD

A Regular Meeting of the Board of Trustees of Little Elm ISD was held Monday, October 19, 2020, beginning at 6:00 PM in the Zellars Center for Learning and Leadership.

PRESENT: President David Montemayor, Vice President Jason Olson, Secretary Dan Blackwood, Trustee LeAnna Harding, Trustee Melissa Myers, Trustee Alejandro Flores, and Superintendent Daniel Gallagher.

NOT PRESENT: Trustee DeLeon English.

- 1. Call to Order Open Session in the Board Room at Zellars Center for Learning and Leadership on 300 Lobo Lane, Little Elm, Texas 75068. The meeting was called to order at 6:00 pm by President David Montemayor.
- 2. The Board recessed at 6:00 pm into Closed Meeting in PL1 as permitted by the Texas Open Meetings Act Code Subchapter 551.072, and 551.074. The Board and Superintendent discussed:
 - A. Personnel
 - B. Land

The meeting reconvened at 7:05 pm.

3. Pledge of Allegiance

The Board led those in attendance to the Pledges of The United States and The Texas Flag.

4. Invocation

Pastor Zach Miller with Crossing Church offered the invocation.

- 5. Introduction and Roll Call Ms. Sonia S. Flores took roll call.
- 6. Superintendent Spotlight
 - A. Governor Abbott's Resolution Texas Education Human Resources Day Mr. Ross Roberts thanked LEISD Human Resources Services hard work and their dedication to the District.
- 7. Citizen Input

Audience participation shall be permitted at regular Board meetings and shall be limited to the public comment portion designated for that purpose

Mr. Frank Carni III approached the Board about COVID.

Ms. Lisa Bobo approached the Board about FTEs under Action Items

Ms. Amy Kang'oroti approached the Board about Social Media Policy and Board Member Conduct

Dr. Monique Thompson signed to approach to Board but couldn't make it

- 8. Reports of the Superintendent
 - A. Little Elm Police Department's Yearly Update to the LEISD Board of Trustees Mr. Ross Roberts presented to the Board Chief Rodney Harrison to provide an update.

Chief Harrison informed the Board on the following:

Time Frame December 2019 - March 2020 & August 2020 - Present

- Public Intox-17
- Assault-9
- Vaping-6
- Possession of Marijuana-1
- Possession of Control Substance-2
- Invasive Visual Recording-1
- Possession of Drug Parph-6
- Incidents CPS Referrals-48
- Incidents Found Property-20
- Incidents Disturbances-6
- Disorderly Conduct Fighting-9
- Disorderly Conduct Language-6
- Criminal Mischief 0/\$750-1
- Criminal Mischief 0/\$100-3
- B. LOBO Collegiate Academy Update

Mr. Ross Roberts presented to the Board Ms. Michele Gentry who briefed the Board about Lobo Collegiate Academy.

C. Curriculum and Learning Update

Dr. Cyndy A. Mika briefed the Board about the following:

Curriculum and Learning Update

- Instructional Modality Commitment Changes Q2
- Instructional Modality Commitment Dashboard Updated
- District Cornerstones
- Commitment to Excellence
- Learning for Leaders
- Bite-Size PL Opportunities
- Classrooms Visits
- Questions?

D. COVID Update

Mr. Ross Roberts shared with the Board the following:

COVID-19 Pandemic Update

- #SAFELobo
- LEISD Active Cases Dashboard
- COVID-19 Exposure Flow Chart
- Response to Exposure and Symptoms Flowcharts
- LEISD Covid Numbers
- Contact Tracing
- Return to Learn Guide
- Attendance Protocol for Teachers

- Questions?

E. Little Elm ISD Comprehensive Energy Plan

Mr. Rod Reeves shared with the Board the following:

LEISD Comprehensive Energy Plan

- Team Members
- Vision and Mission
- Project Components
- Buildings / Facilities Analyzed
- Utility Assessment
- Capital Improvements
- Automation
- Automation Siemens Navigator
- Guaranteed Savings by School
- Community Engagement
- Next Steps
- Discussion
- F. 2nd Quarter 2020 Growth Report

Mr. Rod Reeves shared with the Board the following: Quarterly Report 2Q20

- Impact of COVID-19
- DFW MSA Economic Conditions
- Covid and the Housing Market: What Impact:
- Covid and the New Home Market
- Covid and Housing: Multi-Family market
- DFW New Home Ranking Report
- Historical Change for Little Elm
- 1 Year Change in District Housing
- New Housing Activity by Elementary Zone
- New Housing Activity by Secondary Zone
- The Year Ahead
- 9;55
- 10:01
- 9. Approval of Minutes

A. Consider approval of Regular Meeting Minutes - 9/21/2020

Ms. Sonia S. Flores shared with the Board this item.

Vice President Jason Olson made the first motion to approve as submitted.

Trustee Alejandro Flores seconded the motion. The motion passed (6-0).

10. Action Items

A. Consider approval of Six (6) General Education Teacher FTEs

This item was moved up to after item 7.

Ms. Asheley Brown briefed the Board about this item:

October FTE Request: Critical Needs

- General Education Teacher FTE Needs
- Walker Middle School
- Little Elm High School

- Additional Information

Secretary Dan Blackwood made the first motion to approve as submitted. Vice President Jason Olson seconded the motion. The motion passed (6-0).

B. Consider approval of Revised 2020-2021 LEISD Calendar

Dr. Cyndy A. Mika shared this item with the Board. TEA has mandated that public schools offer parents the option for in-person or remote learning for the 2020-2021 school year. The District is recommending the 2020-2021 LEISD Calendar be revised due to COVID-19. The District needs time to train teachers on the In-Person Learning Reopening Plan and protocols as well as train teacher on effective synchronous and asynchronous At-Home Learning strategies. Trustee LeAnna Harding made the first motion to approve as submitted. Trustee Melissa Myers seconded the motion. The motion passed (6-0). Items C & D were moved up to after 8C.

C. Consider approval of Order Authorizing Issuance Bonds

Mr. Grant Anderson briefed the Board on this item. Order authorizing the issuance of Little Elm Independent School District fixed and variable rate unlimited tax school building bonds; levying a tax and providing for the security and payment thereof; providing for the award of the sale thereof in accordance with specified parameters; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, payment and delivery of the bonds, including the approval and distribution of an offering memorandum pertaining thereto; authorizing the execution of a paying agent/registrar agreement, remarketing agreement, purchase contract, and tender agent agreement, as each relates to the bonds; and enacting other provisions related thereto.

Secretary Jason Olson made the first motion to approve as submitted. Trustee LeAnna Harding seconded the motion. The motion passed (6-0).

D. Consider approval of Order Authorizing Refunding of Bonds

Mr. Grant Anderson briefed the Board about this item. Order authorizing the issuance of Little Elm ISD unlimited tax refunding bonds; levying a tax and providing for the security and payment thereof; providing for the award of the sale thereof in accordance with specified parameters; authorizing the execution and delivery of one or more purchase contracts, paying agent/registrar agreements and escrow agreements relating to such bonds; approving the preparation and distribution of an official statement; and enacting other provisions related thereto. Secretary Dan Blackwood made the first motion to approve as submitted. Vice President Jason Olson seconded the motion. The motion passed (6-0).

E. Consider approval of Financial Reports - August 2020

Mr. Grant Anderson briefed the Board about the following:

- Notes to Financials
- Future Financial Considerations
- Four Major Economic Factors
- 2020-2021 General Fund Budget Recap
- Fund Balance
- Bond Projects

- Debt Service Fund
- Financials in Board Packet

Vice President Jason Olson made the first motion to approve as submitted. Trustee LeAnna Harding seconded the motion. The motion passed (6-0).

- F. Consider approval of Little Elm ISD Interlocal Summary Report
 Mr. Grant Anderson shared with the Board this item. This allows LEISD to
 purchase products or services from other governmental entities which have been
 properly awarded contracts through statutorily authorized methods.
 Vice President Jason Olson made the first motion to approve as submitted.
 Secretary Dan Blackwood seconded the motion. The motion passed (6-0).
- G. Consider approval of Little Elm ISD Contract Summary Report
 Mr. Grant Anderson briefed the Board about this item. This allows LEISD to purchase products or services from the list of contracts which have been properly awarded through statutorily authorized methods.
 Secretary Dan Blackwood made the first motion to approve this item as submitted. Vice President Jason Olson seconded the motion. The motion passed (6-0).
- H. Consider approval of Little Elm ISD Expenditures over \$50,000 Summary Report Mr. Grant Anderson presented this item to the board. This allows LEISD to purchase products or services valued over \$50,000 which have been properly purchased through statutorily authorized methods.
 Secretary Dan Blackwood made the first motion to approve as submitted. Trustee Alejandro Flores seconded the motion. The motion passed (6-0).
- I. Consider approval of Refresh of Students and Teacher Devices Mr. Grant Anderson shared the following information with the Board. This purchase of 4,000 student Chromebooks and 700 teacher MacBooks. Vice President Jason Olson made the first motion to approve as submitted. Trustee LeAnna Harding seconded the motion. The motion passed (6-0).
- J. Consider approval of Letter to Commissioner
 Mr. Dan Blackwood presented to the Board a letter from the Board to
 Commissioner Morath regarding state accountability.
 Vice President Jason Olson made the first motion to approve this item as
 discussed. Trustee LeAnna Harding seconded the motion.
 The motion passed (6-0).
- K. Consider approval of Letter to Commissioner
 Ms. Melissa Myers shared with the Board a letter to Commissioner Morath regarding contract tracing.
 Secretary Dan Blackwood made the first motion to discuss the letter. Trustee LeAnna Harding seconded the motion.

After a Board discussion Trustee LeAnna Harding made the first motion to approve as discussed. Secretary Dan Blackwood seconded the motion. The motion passed (6-0).

This letter will also be sent to Denton county Health Department, UIL, TEA, Senator Jane Nelson, Representative Jared Patterson, Ken Paxton, and Denton County Judge.

11. Consent Agenda

- A. Consider approval of Maximum Class Size Exemptions Class Size Waivers
- B. Consider approval of 2020-2021 Campus Performance Objectives
- C. Consider approval of 2020 Tax Roll
- D. Consider approval of Gifts and Donations
- E. Consider approval of Interlocal Cooperation Agreement between The City of The Colony and Little Elm Independent School District
- F. Fifth Amendment to Real Estate Contract with TP Westbury IV, LLC (Prestwick) Vice President Jason Olson made the first motion to approve the Consent Agenda as submitted. Trustee Alejandro Flores seconded the motion. The motion passed (6-0).
- 12. Board President Comments President David Montemayor thanked everyone for staying late. Thanks for staying late, a lot to cover.
- 13. Board Comments

Board members thanked everyone for doing a fabulous job. They also thanked nurses for everything they are doing. Board members also thanked teachers.

- 14. Superintendent Comments Mr. Daniel Gallagher thanked everyone for staying late. Mr. Gallagher also thanked the Board for their support.
- 15. Adjournment

Trustee LeAnna Harding made the first motion to adjourn the meeting. Vice President Jason Olson seconded the motion. The motion passed (6-0). The meeting adjourned at 11:12 pm.

Board Agenda Item

Little Elm Independent School District 300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date 11-16-2020	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other		
Subject:	FINANCIAL REF	PORTS - S	SEPTEMBE	R 2020			
Presenter or Contact Person:	Grant Anderson, A Officer	Associate	Superintenc	lent and Chie	ef Financial		
Policy/Code:	Board Legal Statu Annual Operating			``	AL)		
Strategic Plan Goal:	Ensuring Fiscal H	ealth & Su	ıstainability				
Summary:	Monthly financial Department	reports p	repared by 1	Business Serv	rices		
Financial Implications:	Increase in General Fund revenues and increase in appropriate expenditure budgets						
Attachments:	Monthly Statemer Cash Flo Bank Rec Investme Fund Sur Tax Colle	n – Miscel Fund Bala It of Unau w Stateme conciliatio ent Report	laneous Bus ance Compa dited Rever ents ns Revenue an port	siness Office F nrison nue and Expen nd Expenditur	nditures		

Recommendation:	The Administration recommends approval of the September 2020 Financial Reports as presented.
Motion:	I move that the Board approve the September 2020 Financial Reports as presented.

Little Elm Independent School District General Fund Budget Amendments November 2020

	Fund	FX	Decrease	FX	Increase	Org	Incr / (Decr) Fund Bal	Reason
1	199	00	105	11	105	001		Budget for receipt of classroom art fees.
2	199	00	2,184	11	2,184	044		Budget for receipt of classroom band fees.
3	199	11	2,000	13	2,000	044		Reallocate funds to cover online conferences for teachers.
4	199	11	2,240	13	2,240	105		Reallocate funds to cover cost of training for math intervention.
5	199	11	1,500	21	1,500	823		Reallocate funds to cover summer 2021 extra duty pay.
6	192	00	1,028,000	11	1,028,000	Var		Recognize deferred state funding allotments received in the prior year to be used in the current year on expenditures to support at-risk, early education and CCMR programs.
7	196	00	52,000	11	52,000	821	(52,000)	Budget for purchase of teacher classroom supplies.
8	196	00	200,000	11	200,000	108		Transfer in from Capital Projects Fund to cover purchase of classroom furniture.
	т	otal	1,288,029		1,288,029		(52,000)	

Little Elm Independent School District Capital Projects Fund Budget Amendments November 2020

1	Fund 694	FX 00	Decrease 10,290	FX 36	Increase 10,290	Org 996	Incr / (Decr) Fund Bal (10,290)	Reason Budget for purchase of new inflatable logo tunnel.
2	650	00	200,000	00	200,000	108	(200,000)	Budget for transfer out to General Fund to cover purchase of classroom furniture.
				1		1		
-	1	_						
	Total 210,290			210,290		(210,290)		

Little Elm Independent School District 2020-2021 Fund Balance Comparison as of September 30, 2020

Page 1 of 2

	G	SENERAL FUN	D	DEBT SERVICE FUND				
		1XX			511			
		PROPOSED			PROPOSED			
CONTROL		AMENDMENTS	AMENDED	ORIGINAL	AMENDMENTS	AMENDED		
CODES REVENUES	BUDGET		BUDGET	BUDGET		BUDGET		
5700 LOCAL	55,869,117		55,869,117	25,955,805		25,955,805		
5800 STATE	23,837,505		23,837,505	-		-		
5900 FEDERAL	1,250,000		1,250,000	-		-		
	80,956,622	-	80,956,622	25,955,805	-	25,955,805		
Expenditures								
11 Instruction	45,476,553		45,476,553	-		-		
12 Library Services	824,831		824,831	-		-		
13 Staff Development	2,852,276		2,852,276	-		-		
21 Instructional Admin	1,212,219		1,212,219	-		-		
23 Campus Administration	4,576,983		4,576,983	-		-		
31 Guidance & Counseling	2,606,290		2,606,290	-		-		
32 Attendance & Social Services	33,300		33,300	-		-		
33 Health Services	642,521		642,521	-		-		
34 Student Transportation	2,977,225		2,977,225	-		-		
35 Food Services	187,684		187,684	-		-		
36 Co-curricular Activities	2,657,617		2,657,617	-		-		
41 General Administration	3,602,873		3,602,873	-		-		
51 Plant Maintenance	9,507,630		9,507,630	-		-		
52 Security	1,161,828		1,161,828	-		-		
53 Data Processing	1,722,434		1,722,434	-		-		
61 Community Services	56,006		56,006	-		-		
71 Debt Services	-		-	25,874,579		25,874,579		
81 Facilities	21,087		21,087	-		-		
91 Contracted Instr Between Schools	272,265		272,265					
95 Payments to JUV Justice Alt	40,000		40,000	-		-		
99 Intergovernmental Charges	525,000		525,000	-		-		
TOTAL EXPENDITURES	80,956,622	-	80,956,622	25,874,579	-	25,874,579		
00 Other Resources	-		-			-		
00 Other Uses	-		-			-		
EST FUND BALANCE 08/31/20	29,726,822	-	29,726,822	7,076,844		7,076,844		
EST FUND BALANCE	29,726,822	-	29,726,822	7,158,070	-	7,158,070		

Little Elm Independent School District 2020-2021 Fund Balance Comparison as of September 30, 2020

Page 2 of 2

		FOC	D SERVICE FU 240	JND	CHILD CARE			
CONTROL CODES	REVENUES	ORIGINAL BUDGET	PROPOSED AMENDMENTS	AMENDED BUDGET	ORIGINAL BUDGET	PROPOSED AMENDMENTS	AMENDED BUDGET	
5700	LOCAL	1,255,051		1,255,051	563,274		563,274	
5800	STATE	14,650		14,650	-		-	
5900	FEDERAL	1,954,478		1,954,478	-		-	
		3,224,179	-	3,224,179	563,274	-	563,274	
Expenditure	s							
11 Instructio		-		-	-		-	
12 Library Se	ervices	-		-	-		-	
13 Staff Dev		-		-	-		-	
21 Instructio		-		-	-		-	
	Administration	-		-	-		-	
	& Counseling	-		-	-		-	
	ce & Social Services	-		-	-		-	
33 Health Se	ransportation	-		-	-		-	
35 Food Ser		4,059,099		4,059,099	-		-	
	ular Activities	4,039,099		4,059,099			-	
	Administration	-		-	_		-	
51 Plant Mai		-		-	-		-	
52 Security		-		-	-		-	
53 Data Prod	cessing	-		-	-		-	
61 Commun	ity Services	-		-	563,274	-	563,274	
71 Debt Serv	vices	-		-	-		-	
81 Facilities		-		-	-		-	
	ed Instr Between Schools	-		-				
	s to JUV Justice Alt	-		-	-		-	
	rnmental Charges	-		4 050 000	-			
TOTALE	XPENDITURES	4,059,099	-	4,059,099	563,274	-	563,274	
EST FUND I	BALANCE 08/31/20	1,127,437		1,127,437	(64,821)		(64,821)	
EST FUND I	BALANCE	292,517	-	292,517	(64,821)	-	(64,821)	

Little Elm Independent School District Statement of Unaudited Revenues and Expenditures - Budget vs. Actual As of September 30, 2020

		0000 0004	Fund 1XX	VID	VADIANOE	DEDOENT	DEDOENT
ONTROL		2020-2021	PERIOD RECEIPTS/	Y-T-D RECEIVED/	VARIANCE FAVORABLE	PERCENT TO	PERCENT OF YEAR
ODES	- REVENUES	Approved Budget	EXPENDITURES	ENC + EXP	(UNFAVORABLE)	TOTAL	ELAPSED
5700		55,869,117.00	62,965.50	62,965.50	(55,806,151.50)	0.11%	8%
5800	STATE	23,837,505.00	7,862,066.76	7,862,066.76	(15,975,438.24)	32.98%	8%
5900	FEDERAL	1,250,000.00	2,129.03	2,129.03	(1,247,870.97)	0.17%	
	REVENUES	80,956,622.00	7,927,161.29	7,927,161.29	(73,029,460.71)	9.79%	
	EXPENDITURES						
0011	Instruction	45,476,553.00	4,682,231.84	5,203,937.89	40,272,615.11	11.44%	8%
0012	Library Services	824,831.00	88,296.60	96,734.29	728,096.71	11.73%	8%
0013	Curriculum & Staff Development	2,852,276.00	109,827.66	230,760.72	2,621,515.28	8.09%	8%
0021	Instructional Leadership	1,212,219.00	105,603.43	150,294.46	1,061,924.54	12.40%	8%
0023	School Leadership	4,576,983.00	372,265.65	400,930.23	4,176,052.77	8.76%	8%
0031	Guidance & Counseling	2,606,290.00	186,210.34	329,950.83	2,276,339.17	12.66%	8%
0032	Social Work Services	33,300.00	32,000.00	32,000.00	1,300.00	96.10%	8%
0033	Health Services	642,521.00	59,542.98	64,049.46	578,471.54	9.97%	8%
0034	Student Transportation	2,977,225.00	6,785.65	6,820.40	2,970,404.60	0.23%	8%
0035	Food Services	187,684.00	10,180.93	10,180.93	177,503.07	5.42%	8%
0036	Co-curricular Activities	2,657,617.00	174,076.34	222,605.99	2,435,011.01	8.38%	8%
0041	General Administration	3,602,873.00	294,203.08	472,133.94	3,130,739.06	13.10%	8%
0051	Plant Maintenance	9,507,630.00	1,149,273.33	1,706,728.37	7,800,901.63	17.95%	8%
0052	Security & Monitoring	1,161,828.00	42,970.78	85,762.47	1,076,065.53	7.38%	8%
0053	Data Processing	1,722,434.00	175,639.58	271,406.28	1,451,027.72	15.76%	8%
0061	Community Service	56,006.00	2,939.54	2,939.54	53,066.46	5.25%	8%
0071	Debt Services	-	-	-	-	0.00%	8%
0081	Facility Acquisition	21,087.00	1,507.91	1,507.91	19,579.09	7.15%	8%
0091	Contracted Instr Between Schools	272,265.00	-	-	272,265.00	0.00%	8%
0095	Pmt to Juvenile Justice	40,000.00	-	-	40,000.00	0.00%	8%
0099	Intergovernmental Charges	525,000.00	118,826.63	118,826.63	406,173.37	22.63%	8%
TOTAL	EXPENDITURES	80,956,622.00	7,612,382.27	9,407,570.34	71,549,051.66	11.62%	8%
	OPERATING TRANSFERS						
7910	Other Resources	-	-	-			
8910	Other Uses	-	-	-	-		
TOTAL	OPERATING TRANSFERS	-	-	-			
0100	Est Fund Balance 08/31/20	29,726,822.00	-	29,726,822.00	_		
3000	Year to Date Fund Bal. (unaudited)	29,726,822.00		28,246,412.95			

Little Elm Independent School District General Operating Cash Flow Statement FY 2020-2021

	September Actual	October Actual	November Actual	December Actual	January Actual	February Actual	March Actual	April Actual	May Actual	June Actual	July Actual	August Actual	TOTAL
Beginning Cash Balance in Bank	25,447,269.29	-	-		-	-	-	-	-	-	-	-	25,447,269.29
RECEIPTS													
Tax Collections	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	7,776.09	-	-	-	-	-	-	-	-	-	-	-	-
Other Local Revenue	94,995.60	-	-	-	-	-	-	-	-	-	-	-	-
State Revenue - Available School	121,705.00	-	-	-	-	-	-	-	-	-	-	-	-
State Revenue - Foundation	8,484,569.00	-	-	-	-	-	-	-	-	-	-	-	-
State Revenue - Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-
State Revenue - Misc	-	-	-	-	-	-	-	-	-	-	-	-	-
SHARS Receipts	2,129.03	-	-	-	-	-	-	-	-	-	-	-	-
Federal Program Revenue	21,329.98	-	-	-	-	-	-	-	-	-	-	-	-
Federal Program Revenue 240	25,332.02	-	-	-	-	-	-	-	-	-	-	-	-
Lunch Revenue - local 240	93,977.37	-	-	-	-	-	-	-	-	-	-	-	-
Payroll Deposits	932.88	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds Land Sale	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Investment Acct	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	8,852,746.97	-	-	· · · · ·	-	· · ·		· · · · ·	-			-	8,852,746.97
	-,,												-,,
DISBURSEMENTS													
Payroll Checks	3,228,908.56	-			-		-	-				-	3,228,908.56
Accounts Payable Checks	8,791,697.27	-			-		-	-				-	8,791,697.27
TRS Deposit	860,079.75	-			-		-	-				-	860,079.75
IRS Deposit	398,024.13	-			-		-	-				-	398,024.13
Bank Charges/ NSFs/Bk Trans	-	-			-		-	-				-	-
Total Expenditures	13,278,709.71	-	· ·	·	-							-	13,278,709.71
Fotal Exponditation	10,210,100111												10,210,100111
Cash to TEA		-			-		-	-				-	-
Cash Transferred to Debt Service		-			-		-	-				-	-
Transfers to Investment Accounts		-			-		-	-				-	-
Other		-			-		-	-				-	-
Total Expenditures & Transfers	13,278,709.71	-			-		-		-	-		-	13,278,709.71
· · · · · · · · · · · · · · · · · · ·													
Net Change in Cash	(4,425,962.74)	-	-	-	-	-	-	-	-	-	-	-	(4,425,962.74)
5													
Ending Cash Balance in bank	21,021,306.55	-	-	-	-	-	-	-	-	-	-	-	21,021,306.55
0													
Beginning Cash Balance Lone Star	52,193,840.25	-	-	-	-	-	-	-	-	-	-	-	52,193,840.25
Beginning Cash Balance TexStar	9,168,260.91	-	-	-	-	-	-	-	-	-	-	-	9,168,260.91
Beginning Cash Balance Texas Class	23,774,368.52	-	-	-	-	-	-	-	-	-	-	-	23,774,368.52
Interest Earned Lone Star	4,348.49	-	-	-	-	-	-	-	-	-	-	-	4,348.49
Interest Earned TexStar	903.87	-	-	-	-	-	-	-	-	-	-	-	903.87
Interest Earned TexasClass	2,504.41	-	-	-	-	-	-	-	-	-	-	-	2,504.41
Transfers in	45,788.64	-	-	-	-	-	-	-	-	-	-	-	45,788.64
Transfers out	(13,143,894.86)	-			-		-				-	-	(13,143,894.86)
Ending Cash Balance Invested	72,046,120.23			·				<u> </u>		<u> </u>	<u> </u>		72,046,120.23
g out in bulance invested	. 2,040,120.20												12,040,120.20
TOTAL CASH AVAILABLE	93,067,426.78	-	-	-	-	-	-	-	-	-	-	-	93,067,426.78
	.,,												

Little Elm Independent School District Debt Service Cash Flow Statement FY 2020-2021

	September Actual	October Actual	November Actual	December Actual	January Actual	February Actual	March Actual	April Actual	May Actual	June Actual	July Actual	August Actual	TOTAL
Beginning Cash Balance in Bank	97,783.82	-	-	-	-	-	-	-	-	-	-	-	97,783.82
RECEIPTS													
Tax Collections	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	48.10	-	-	-	-	-	-	-	-	-	-	-	-
Bond Issuance	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer from General Operating	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Investment Acct	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	48.10	-	-	-	-	-	-	-		-	-	-	48.10
DISBURSEMENTS Bank Charges/ NSFs/Bk Trans Total Expenditures	<u> </u>		<u> </u>	<u> </u>	<u> </u>	<u>-</u>	. <u> </u>	. <u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Transfers to Investment Accounts	-	-	-	-	-	-		-	-		-	-	
Transfer to General Operating	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures & Transfers	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Change in Cash	48.10	-	-	-	-	-	-	-	-	-	-	-	48.10
Ending Cash Balance in bank	97,831.92	-	-	-	-	-	-	-	-	-	-	-	97,831.92
Beginning Cash Balance TexPool	6,961,150.57	-	-	-	-	-	-	-	-	-	-	-	6,961,150.57
Interest Earned TexPool	844.77	-	-	-	-	-	-	-	-	-	-	-	844.77
Transfers in	18,665.88	-	-	-	-	-	-	-		-	-	-	18,665.88
Transfers out	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash Balance Invested	6,980,661.22	-	-	-	-	-	-	-	-	-	-	-	6,980,661.22
TOTAL CASH AVAILABLE	7,078,493.14	-	-	-	-	-	-	-	-	-	-	-	7,078,493.14

LITTLE ELM INDEPENDENT SCHOOL DISTRICT

Cash and Investments Reconciliation

September 30, 2020

Balan	ce per bank	21,021,306.55
Add:	Texas Class	17,643,900.29
	Lone Star	48,293,143.81
	TexStar	6,109,076.13
Add:	Deposits in Transit	837.91
	Taxes in Transit	4,435.38
Less:	Outstanding Checks/Wires	(1,904,144.74
alanc	e per Books	91,168,555.33

Interest & Sinking Fund:

Balance per bank	97,831.92
Add: Texpool	6,980,661.22
Add: Taxes in Transit	1,807.96
Less: Outstanding Checks	-
Balance per Books	7,080,301.10

Total Balance per Books	98.248.856.43
	00,2 10,0001 10

General Fund 199

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
09/01/20		r Corporate ernight	Investment Pool Investment Withdrawal	6,975,422.36 - -	100.0000%	100.0000%	0.0000%	6,975,422.36 6,975,422.36 6,975,422.36				_
09/30/20			Interest	1,195.22	_		0.2100%	6,976,617.58			1,195.22	
			=	6,976,617.58	=		=	6,976,617.58	•		1,195.22	-

General Fund 199

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
09/01/20	Tex	STAR	Investment Pool Investment Withdrawal	1,460,836.03 - -	100.0000%	100.0000%	0.0000%	1,460,836.03 1,460,836.03 1,460,836.03				_
09/30/20			Interest	160.82	-		0.1339%	1,460,996.85			160.82	
			=	1,460,996.85	=		=	1,460,996.85	:		160.82	-
			=	1,400,996.85	=		=	1,400,996.85	=		160.82	

General Fund 199

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
09/01/20	Texas C	lass Gov't	Investment Pool Investment	15,909,681.86 45,788.64	100.0000%	100.0000%	0.0000%	15,909,681.86 15,955,470.50				
09/30/20			Withdrawal Interest	- 1,861.50	-		0.1424%	15,955,470.50 15,957,332.00			1,861.50	-
			_	15,957,332.00	=		=	15,957,332.00	=		1,861.50	-

Capital Proj	ects Fund 65 ⁻	1	Bond Issue 2018									
PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
09/01/20		Government rnight	Investment Pool Investment Withdrawal	28,626,578.32 - (3,469,578.77)		100.0000%	0.0000%	28,626,578.32 28,626,578.32 25,156,999.55				(3,469,578.77)
09/30/20			Interest	1,984.24			0.0900%	25,158,983.79			1,984.24	
			=	25,158,983.79	:		=	25,158,983.79	=		1,984.24	(3,469,578.77)

Capital Proje	ects Fund 651	I	Bond Issue 2019									
PURCHASE / <mark>SOLD</mark> DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
09/01/20		Government rnight	Investment Pool Investment Withdrawal	11,118,688.42 - (435,466.16)	100.0000%	100.0000%	0.0000%	11,118,688.42 11,118,688.42 10,683,222.26				(435,466.16)
09/30/20			Interest	780.41			0.0900%	10,684,002.67			780.41	
			=	10,684,002.67			=	10,684,002.67	=		780.41	(435,466.16)

Capital Proj	ects Fund 652	2	Bond Issue 2018									
PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
09/01/20	TexS	STAR	Investment Pool Investment Withdrawal	7,707,424.88 - (3,060,088.65)		100.0000%	0.0000%	7,707,424.88 7,707,424.88 4,647,336.23				(3,060,088.65)
09/30/20			Interest	743.05			0.1339%	4,648,079.28			743.05	(0,000,000.00)
			=	4,648,079.28			=	4,648,079.28	=		743.05	(3,060,088.65)

Capital Proje	ects Fund 65 ⁻	1	Bond Issue 2018									
PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
09/01/20	Texas CL	ASS Gov't	Investment Pool Investment Withdrawal	7,477,956.39 - (5.973,255.83)	100.0000%	100.0000%	0.0000%	7,477,956.39 7,477,956.39 1,504,700.56				(5,973,255.83)
09/30/20			Interest	(3,973,233.83) 572.64			0.1424%	1,505,273.20			572.64	(0,970,200.00)
			=	1,505,273.20			=	1,505,273.20	=		572.64	(5,973,255.83)

Capital Projects Fund 647

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
09/01/20	Texas	CLASS	Investment Pool Investment Withdrawal	386,730.27 - (205,505.45)	100.0000%	100.0000%	0.0000%	386,730.27 386,730.27 181,224.82				(205,505.45)
09/30/20			Interest	(203,303.43) 70.27			0.2510%	181,295.09			70.27	(200,000.40)
			=	181,295.09			=	181,295.09	:		70.27	(205,505.45)

Capital Proje	ects Fund 69	0	Non-Bond									
PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
09/01/20		Government rnight	Investment Pool Investment Withdrawal	5,473,151.15 - -	100.0000%	100.0000%	0.0000%	5,473,151.15 5,473,151.15 5,473,151.15				-
09/30/20			Interest	<u>388.62</u> 5,473,539.77			0.0900%	5,473,539.77 5,473,539.77			388.62	
			=				=		=			

Debt Service Fund 511

PURCHASE / <mark>SOLD</mark> DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
09/01/20	Tex	xPool	Investment Pool Investment	6,961,150.57 18,665.88	100.0000%	100.0000%	0.0000%	6,961,150.57 6,979,816.45				
			Withdrawal	,				6,979,816.45				-
09/30/20			Interest	844.77	-		0.1474%	6,980,661.22			844.77	
				6,980,661.22				6,980,661.22			844.77	-

	Fund: 1XX	%	Fund: 211	%	Fund: 224	%	Fund: 225	%
	General Operating		Title I-A Improving Basic		IDEA-B Formula (Spec Ed)		IDEA-B Pre-School (Spec Ed)	
Revenue Budget Period Receipts	80,956,622.00 7,927,161.29	100.00%	678,957.00 -	100.00%	1,554,683.00 -	100.00%	30,975.00	100.00%
Revenue Received to Date	7,927,161.29	9.79%	-	0.00%	-	0.00%	-	0.00%
Revenues Receivable:	73,029,460.71	90.21%	678,957.00	100.00%	1,554,683.00	100.00%	30,975.00	100.00%
Expenditure Budget Period Expenditures	80,956,622.00 7,612,382.27	100.00%	678,957.00 36,669.43	100.00%	1,554,683.00 96,278.37	100.00%	30,975.00	100.00%
Exp./Encumbrances to Date	9,407,570.34	11.62%	,	14.40%	,	6.45%	-	0.00%
Balance to Expend:	71,549,051.66	88.38%	581,179.08	85.60%	1,454,467.49	93.55%	30,975.00	100.00%
Actual Revenue Over (Under) Actual Expenditures & Encumbrances:	(1,480,409.05)		(97,777.92)		(100,215.51)		-	
							l	

	Fund: 244	%	Fund: 255	%	Fund 263	%	Fund 266	%
	Voc Ed Basic Grant		Title II TPTR		Title III, Part A LEP		ESSER	
Revenue Budget Period Receipts	44,435.00 -	100.00%	-	100.00%	-	100.00%	242,158.00 -	100.00%
Revenue Received to Date	-	0.00%	-	0.00%	-		-	
Revenues Receivable:	44,435.00	100.00%	132,557.00	100.00%	142,712.00		242,158.00	
Expenditure Budget Period Expenditures	44,435.00 6,500.00	100.00%	5,548.27	100.00%	8,235.35	100.00%	49,116.12	100.00%
Exp./Encumbrances to Date	6,500.00	14.63%	54,935.81	41.44%	11,250.35	7.88%	49,116.12	71.42%
Balance to Expend:	37,935.00	85.37%	77,621.19	58.56%	131,461.65		193,041.88	
Actual Revenue Over (Under) Actual Expenditures:	(6,500.00)		(54,935.81)		(11,250.35)		(21,810.00)	

	Fund 289	%	Fund: 385	%	Fund: 397	%	Fund 410	%
	Misc Special Reven	ue	Visually Impaired S	SVI	Advanced Pla Incentives	acement	Instructional M	aterials
Revenue Budget Period Receipts	55,623.00	100.00%	-	100.00%	5,640.00 5,639.85	100.00%	-	100.00%
Revenue Received to Date	30,569.55	#DIV/0!	-	100.00%		100.00%	-	100.00%
Revenues Receivable:	25,053.45		-	0.00%	0.15	0.00%	-	0.00%
Expenditure Budget Period Expenditures	55,623.00 72.98	100.00%	-	100.00%	5,640.00 -	100.00%	122.00	100.00%
Exp./Encumbrances to Date	672.98	#DIV/0!	-	100.00%	-	100.00%	-	99.86%
Balance to Expend:	54,950.02		-	0.00%	5,640.00	0.00%	122.00	0.14%
Actual Revenue Over (Under) Actual Expenditures & Encumbrances:	29,896.57		-		-		(7,474.97)	

	Fund 427	%	Fund: 429	%	Fund: 240	%	Fund: 511	%
	SPED Fiscal Supp	ort	School Safety & Security		Food Service		Debt Service	
Revenue Budget Period Receipts	120,324.00	100.00%	125,710.00 -	100.00%	3,224,179.00 117,918.63	100.00%	25,955,805.00 13,916.55	100.00%
Revenue Received to Date	-	100.00%	-	0.00%	117,918.63	3.66%	13,916.55	0.05%
Revenues Receivable:	120,324.00	0.00%	125,710.00	100.00%	3,106,260.37	96.34%	25,941,888.45	99.95%
Expenditure Budget Period Expenditures	120,324.00 1,050.37	100.00%	125,710.00 -	100.00%	4,059,099.00 210,314.70	100.00%	25,874,579.00 800.00	100.00%
Exp./Encumbrances to Date	1,050.37	99.86%	55,000.00	43.75%	258,543.34	6.37%	800.00	0.00%
Balance to Expend:	119,273.63	0.14%	70,710.00	56.25%	3,800,555.66	93.63%	25,873,779.00	100.00%
Actual Revenue Over (Under) Actual Expenditures & Encumbrances:	(7,474.97)		(55,000.00)		(140,624.71)		13,116.55	

	Fund: 720 Child Care	%
Revenue Budget	563,274.00	100.00%
Period Receipts	38,440.91	
Revenue Received to Date	38,440.91	6.82%
Revenues Receivable:	524,833.09	93.18%
Expenditure Budget	563,274.00	100.00%
Period Expenditures	45,986.42	40.400/
Exp./Encumbrances to Date	68,184.30	12.10%
Balance to Expend:	495,089.70	87.90%
Actual Revenue Over (Under) Actual Expenditures & Encumbrances:	(29,743.39)	

	Denton Count Monthly Collection Stat September 202	us Report	
	Little Elm ISD)	
	Collections Month of September	Cumulative Total 10/1/2019 thru 09/30/2020	% of Tax Levy
Current Tax Year Collections			
Base M&O Base I&S Base I&S Bond	16,127.67 7,095.35 -	54,057,886.07 23,782,836.26 -	99.57
P&I M&O P&I I&S P&I I&S Bond	3,551.57 1,304.80 -	147,042.91 57,430.57 -	
Attorney Fee	5,191.97	41,574.66	
Subtotal	33,271.36	78,086,770.47	99.88
Delinquent TaxYears Collections			
Base M&O Base I&S Base I&S Bond	8,618.86 3,189.42 -	252,418.24 94,150.61 -	
P&I M&O P&I I&S P&I I&S Bond	4,715.67 1,434.01	64,523.68 23,848.37	
Attorney Fee Other*	3,596.34 -	48,844.94	
Subtotal	21,554.30	483,785.84	
Combined Current & Delinquent			
Combined Current & Delinquent: Base M&O Base I&S	24,746.53 10.284.77	54,310,304.31 23,876,986.87	
Base I&S Bond P&I M&O P&I I&S	8,267.24 2,738.81	20,070,000,07 - 211,566.59 81,278.94	
Attorney Fee Other*	8,788.31	90,419.60	
Total Collections	54,825.66	78,570,556.31	
Original 2019 Tax Levy		77,050,017.08	

Page 2 Denton County Cumulative Comparative Collection Status Report September 2020 Little Elm ISD Tax Year 2019 Tax Year 2018 Collections thru % of Collections thru % of September 2020 Tax Levy September 2019 Tax Levy Current Tax Year Collections Base M&O + I&S 77,840,722.33 99.57% 73,001,517.49 99.61% P&I M&O + I&S 204,473.48 234,885.33 Attorney Fee 41,574.66 51,925.25 78,086,770.47 73,288,328.07 Subtotal 99.88% 100.00% **Delinquent Tax Years Collections** Base M&O + I&S 346,568.85 590,624.10 P&I M&O + I&S 88,372.05 156,071.37 Attorney Fee 48,844.94 51,098.48 Subtotal 483,785.84 797,793.95 Combined Current & Delinquent: Base M&O + I&S 78,187,291.18 73,592,141.59 P&I M&O + I&S 292,845.53 390,956.70 Attorney Fee 90,419.60 103,023.73 Other **Total Collections** 78,570,556.31 74,086,122.02 Adjusted 2018 Tax Levy 73,284,952.75 Original 2019 Tax Levy 77,050,017.08 Current 2019 Tax Levy 78,179,359.69

Denton County Levy Outstanding Status Report September 2020 Little Elm ISD								
	Current Tax Year	Delinquent Tax Years						
Current Month:								
Tax Levy Remaining as of 08/01/2020	388,034.32	684,088.57						
Base M&O + I&S Collections	23,223.02	11,808.28						
Supplement/Adjustments	(26,173.94)	(3,066.80)						
Remaining Levy as of 08/31/2020	338,637.36	669,213.49						
Cumulative (From 10/01/2019 thru 08/31/2020)								
Driginal 2018 Tax Levy (as of 10-1-2019)	77,050,017.08	702,350.90						
Base M&O + I&S Collections	77,840,722.33	346,568.85						
Supplement/Adjustments	1,129,342.61	313,431.44						
Remaining Levy as of 08/31/2020	338,637.36	669,213.49						

Original Budget FY 19-20 0.00

Donation CoServ Hackberry Furniture 2,371.00

Board Approved March 2020 334,250.00

Transfer to Classroom Technology Fund 195 Transfer from Fund 199 to help cover LEHS Calculators Aug 2020

(38,100.00) 32,014.00 330,535.00

Campus	Account Description	Vendor	Description	Expenditures	Encumbered	Total
Brent						
	Brent Furniture	Office Depot Inc.	Teacher chairs	9,166.70		9,166.70
						0.00
	-					9,166.70

Chavez					
	Chavez Furniture	Office Depot Inc.	Classroom marker boards and chairs	8,139.88	8,139.88
					0.00
					8,139.88

Hackberry					
	Hackberry Classroom Furniture	Office Depot, Inc.	Furniture for additional classrooms	2,370.72	2,370.
					0.0
•		•		· · · · ·	2 370

LEHS Art Equip	Dick Blick Co.	Three potter wheels, etching press and horses	6,664.66		6,664.6
LEHS Dance Ballet Barres	Amazon.Com	Ballet barres for dance room	1,770.65		1,770.6
		Furniture for 4 art rooms, 1 forensic science lab and			
LEHS Furn - Art Science Theatre	Office Depot, Inc.	theater	11,104.52	33,624.52	44,729.04
LEHS Pianos	Romeo Music	One upright and two grand pianos for choir	42,500.00		42,500.00
LEHS Dance Sound & Projector	Delcom Group LP	Sound and projector for dance room	14,450.71		14,450.71
LEHS Smoke Purifier CTE	Amazon.Com	Purifier for CTE engraving cutting machine	315.55		315.55
LEHS ELAR Mobile Book Carts	Office Depot, Inc.	ELAR mobile book carts		6,782.35	6,782.35
LEHS Calculators	EAI Education	LEHS Calculators	117,809.12		117,809.12
					235,022.08

Prestwick					
	Projector Cable Audio	Delcom Group	Projector cables and audio	28,646.98	28,646.98
					0.00
					28,646.98

Other						
	Microscopes Elementary	SmartSchool Systems	Classroom sets of microscopes	15,570.00		15,570.00
	Microscopes Secondary	SmartSchool Systems	Classroom sets of microscopes	18,310.08		18,310.08
·						33,880.08
	Total			276,819.57	40,406.87	317,226.44

Balance 13,308.56

0.00

31,775.00

Campus	Account Description	Vendor	Description	Expenditures	Encumbered	Total
Brent						
						0.
						0.
						0
Chavez						
Onavoz						(
						(
Hackberry						
	-					
High School						
High School	LEHS Cheer Uniforms	Varsity Spirit Fashions	Cheerleader uniforms		9,934.50	
High School	LEHS Cheer Uniforms	Varsity Spirit Fashions	Cheerleader uniforms		9,934.50	9,93
High School	LEHS Cheer Uniforms	Varsity Spirit Fashions	Cheerleader uniforms		9,934.50	9,93
	LEHS Cheer Uniforms	Varsity Spirit Fashions	Cheerleader uniforms		9,934.50	9,93
High School						9,93 9,93
	LEHS Cheer Uniforms	Varsity Spirit Fashions Plano Office Supplies	Cheerleader uniforms Purchase additional student desk shields		9,934.50	9,93 9,93 20,80
						9,93 9,93 20,80
						9,93 9,93 20,80
						9,93 9,93 20,80
	Covid Sutdent Desk Shields				20,800.00	9,93 9,93 20,80 20,80
				0.00		9,93 9,93 20,80

Non-Bond Capital Projects 6XX Funds Construction in Progress from FY 18-19 As of 10-31-2020

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
Fund COC . One of the constant						
Fund 696 - Operations Capital Outlay						
	District Concrete	Urban InfraConstruction LLC	522,549.00	326,367.91	125,605.94	70,575.15
	Total Operations		522,549.00	326,367.91	125,605.94	70,575.15
	Total Capital Projects		522,549.00	326,367.91	125,605.94	70,575.15

Non-Bond Capital Projects 6XX Funds FY 19-20 As of 10-31-2020

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
Fund 693 - Land						
und 095 - Land	Hart Road Land Parcel 2	Freedom Title	502,771.00	472,160.39		
		Keller Williams Realty		14.400.00		
		Walsh Gallegos Trevino		5,412.00		
		Denton County Tax Office		11,388.21		
			502,771.00	503,360.60	0.00	(589.6
	Total Land		500 774 00	500 000 00	0.00	(500.0
	Total Land		502,771.00	503,360.60	0.00	(589.6
und 694 - Non-Instructional FF&						
	Budgeted Unallocated		204,470.00			204,470.0
	Brent Furniture	Office Depot, Inc.	55,380.00	53,379.42		2,000.5
	Lakeview Furniture	Office Depot, Inc.	12,216.00	12,216.00		0.0
	Zellars Counselors Furniture	Office Depot, Inc.	5,679.00	5,678.58		0.4
	Buses	Rush Truck Centers of Texas	221,344.00	221,344.00		0.0
	LEHS Cafeteria Shades	SFCC, Inc.	33,905.00	33,905.00		0.0
		All American Sport	19,127.00	19,126.55		0.4
		BSN Sports	6,920.00	3,912.21	3,007.79	0.0
	Athletics Football Equipment	Coachcom, LLC	2,978.00	2,978.00	- ,	0.0
		Endzone Video Systems	13,770.00	13,770.00		0.0
		Buck Terrell Athletics, Inc.	2,452.00	2,452.00		0.0
	Athletics Track Equipment	USC	13,495.00	13,495.00		0.0
		Lynx System Developers	16,435.00	16,435.00		0.0
	Athletics Volleyball Equipment	Airborne Athletics, Inc.	4,345.00	4.345.00		0.0
	LEHS Drill Team Uniforms	Cheers, Itc1,Inc.	20,163.00	20,163.00		0.0
	LEHS Projector Cafeteria	Delcom Group LP	10,787.00	10,786.28		0.7
	LEHS IDF Buildout	Delcom Group LP	39,285.00	39,284.09		0.9
	DocuNav	Docunay Solutions	188,196.00	188,195.15		0.8
	Chavez Furniture	Office Depot, Inc.	7,564.00	6,563.18		1,000.8
	Hackberry Furniture	Office Depot, Inc.	38,604.00	34,162.65	2,220.00	2,221.3
	Oak Point Furniture	Office Depot, Inc.	11,749.00	10,748.94	2,220.00	1,000.0
			64,256.00	,		,
	Operational Services Equipment	Home Depot U.S.A., Inc.		61,317.42		2,938.5
	Stadium IDF	CDW Gov't, Inc.	7,440.00	6,206.88		3.2
		Southwest Networks, Inc.	45.040.00	1,230.00		
	Wrestling Uniforms & Equip	BSN Sports	15,346.00	15,341.50		4.5
		Dollamur LP	20,000.00	20,000.00		0.0
	Bus Painting	Goldstar	55,000.00	53,972.33	07 000 00	1,027.6
	Operations Vehicles	Gunn Buick GMC Ltd	69,189.00		67,293.00	1,896.0
		Caldwell Automotive Partners	62,740.00		58,740.00	4,000.0
	Prestwick Graphics Athletics Cameras	Media, Inc.	10,000.00		9,900.00 7,000.00	<u>100.0</u> 0.0
	Athletics Carrieras		7,000.00		7,000.00	0.0
	Total Non-Instructional FF&E		1,239,835.00	871,008.18	148,160.79	220,666.03
Fund 695 - Technology Capital Ou	utlay					
	Technology Server	Weaver Technologies	89,121.00	89,120.53		0.4
	Tatal Tasky slaws	40	00 404 00	00 400 50	0.00	
	Total Technology		89,121.00	89,120.53	0.00	0.47

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
und 696 - Operations Capital Outlay	Dudgeted Linelleested		117,486.00			447 496 0
	Budgeted Unallocated		11,450.00	44 450 00		117,486.0
	LEHS Landscaping LEHS Athletic Fields Electrical	Haven Landscaping C & G Electrical	58,079.00	11,450.00 58,079.00		0.0
			64,512.00	,		
	Parking Lot Painting LEHS Power Washing	Tucker Schuring Silverback Pressure Washing	23,470.00	64,512.00 23,470.04		0.0
	Trip Hazard Removal	Precision Concrete Cutting	8,572.00	8,572.27		(0.0
	Lakeview Painting	SFCC, Inc.	85,373.00	85,372.25		0.2
	LEHS Rekey	Woodard Buildings Supply CO.	31,628.00	31,627.05		0.9
	Lobo Graphics Package 2	FastSigns Denton	19,615.00	19,614.94		0.0
	Prestwick Forensic Study	Hidell & Associates	119,496.00	98,221.38	2,774.62	18,500.0
	LEHS Athletics Concessions Concrete	Tim Jackson Construction	26,168.00	26,168.00	2,114.02	18,500.0
	LEHS Concessions	SFCC, Inc.	17,404.00	17,403.51		0.0
		SFCC, Inc.	72,920.00	53,500.00		0.2
		Corgan Associates, Inc.	12,920.00	6,500.00	0.00	
	Preswick Portable to Hackberry	Quality Installations, Inc.		0,500.00	2,090.00	
	Theswick Tollable to Hackberry	Rackley Services LLC			300.00	
		One Source Commercial Floors			8,880.92	1,649.0
	Lakeview Flooring	One Source Commercial Floors	8,011.00	8,010.61	0,000.92	0.3
		SFCC, Inc.	122,852.00	95,214.50		0.
		Corgan Associates, Inc.	122,002.00	6,500.00	0.00	
	Preswick Portable to Lakeview	Quality Installations, Inc.		0,300.00	2,450.00	
		Rackley Services LLC			300.00	18,387.
		SFCC. Inc.	122.852.00	95,214.50	500.00	10,007.0
		Corgan Associates, Inc.	122,002.00	6,750.00	0.00	
	Preswick Portable to Oak Point	Quality Installations, Inc.		0,700.00	2,450.00	
		Rackley Services LLC			300.00	18,137.5
		Lennox	82,660.00	18,372.52	000.00	10,107.0
	Lakeside HVAC	C&G Electric	02,000.00	4,498.40		
		Air Check Test		59,789.00		0.0
	Chavez HVAC	SFCC, Inc.	35,895.00	35,894.51		0.4
	Chavez Nurse Area Upgrades	SFCC, Inc.	11.238.00	11,237.14		0.8
		Southwest Network	2,950.00	950.00		0.0
	Zellars Electrical	C&G Electric	2,000.00	339.20		1,660.8
	LEHS Athl Fields Irrigation	Tim Jackson Construction	6,800.00	6,800.00		0.0
	Lakeview Landscaping	Haven Landscaping	4,545.00	4,545.00		0.0
	Lakeside Gym Floor Repair	Z Floor Co., Ltd.	6,950.00	.,	5,450.00	1,500.0
		<u> </u>	-,		-,	.,
	Total Operations		1,060,926.00	858,605.82	24,995.54	177,324.6
und 698 - Roofs						
			0.00	0.00	0.00	0.
	Total Roofs		0.00	0.00	0.00	0.0
	Total Capital Projects		2,892,653.00	2,322,095.13	173,156.33	397,401

Non-Bond Capital Projects 6XX Funds FY 20-21 As of 10-31-2020

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
Fund 693 - Land						
			0.00	0.00	0.00	0.00
	Total Land		0.00	0.00	0.00	0.00
Fund 694 - Non-Instructional FF&E						
	Budgeted Unallocated		0.00			0.00
	Athletics Logo Tunnel	All Star Inflatables	10,290.00	10,290.00		0.00
	Total Non-Instructional FF&E		10,290.00	10,290.00	0.00	0.00
Fund 695 - Technology Capital Outlay	SystemV Backup System	System Five LTD Co	26,008.00	26,008.00		0.00
	System Backup System	System Five LTD Co	20,000.00	20,000.00		0.00
				ļ		
	Total Technology		26,008.00	26,008.00	0.00	0.00
Fund 696 - Operations Capital Outlay						
Tuna coo operations capital cutay	Budgeted Unallocated					0.00
						0.00
						0.00
	Total Operations		0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00
Fund 698 - Roofs						
			0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00
	Total Roofs		0.00	0.00	0.00	0.00
			00.000.00			
	Total Capital Projects		36,298.00	36,298.00	0.00	0.00

Transportation Facility Fund 647 Funded by Bond Series 2016 & General Fund As of 10-31-2020

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
7 - Transportation Facility	/					
	Transport - Architect	Hidell & Associates	1,148,459.00	1,021,249.83		
	Transport - Construction	Balfour Beatty Construction	8,901,002.00	8,772,082.00	0.00	
		Taylor Morrison of Texas, Inc.		100,000.00		
		CDW Government, Inc.	638,178.00	24,081.27		
		Northwest Propane Gas		70,869.00		
		Southwest Networks, Inc.		38,196.13		
		Netlink		6,000.00		
		Northwest Butane Gas Co.		104,830.00		
	Transport - 3rd Party Vendors	C and R Services		47,732.21		
	Transport ordinary vehicors	Delcom Group LP		16,556.47		
		Office Depot, Inc.		212,271.89		
		Rentacrate Enterprises, LLC		918.00	49,082.00	
		Complete Supply		16,468.00		
		Lowes Company		9,184.86		
		Home Depot USA, Inc.		350.01		
		Northwest Propane Gas	130,557.00			
		D&S Engineering		93,118.59		
	Transport - 3rd Party Consultant	LCA Environmental, Inc.		2,800.00		
	Transport ord rary consultant	Armko Industries, Inc.		8,500.00		
		Engineered Air Balance Co.		17,920.00		
		Martin Eagle Oil		3,600.00		
	Transport - Permits & Fees	Law Offices of Robert E. Luna	18,510.00	2,275.50		
		Walsh Gallegos Trevino		4,202.00		
	Transport - Misc Costs	Eikon Consulting Group, LLC.	23,069.00	15,350.00		
		Hidell & Associates		2,719.30		
	Transport - Landscaping	Haven Landscaping	24,750.00	24,750.00		
	Transport - Owners Contingency		10,475.00			
			10,895,000.00	10,616,025.06	49,082.00	229,89

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
nd 646 - Athletics						
In 040 - Athletics	HS Athl - Architect	Corgan Associates, Inc.	183,750.00	167,000.00	8,000.00	
	HS Athl - Construction	Hellas Construction	8,053,884.00	6,812,348.04	412,074.38	
		Olen Williams	0,000,004.00	48,050.00	412,014.00	
		Haven Landscaping		30.225.51		
		Professional Turf Products		24,799.93		
		Haven Landscaping		16,555.00		
		Tim Jackson Construction Co		32,201.00		
		Quality Installations			34,660.00	
	HS Athl - 3rd Party Vendors		41,500.00			
	HS Athl - 3rd Party Consultant	D&S Engineering	161,500.00	57,662.96	5,968.01	
	HS Athl - Permits & Fees	Walsh Gallegos Trevino	1,107.00	1,107.00		
	HS Athl - Misc Costs		200.00			
	HS Athl - Owners Contingency	Walsh Gallegos Trevino	38,358.00	1,270.00		
	Total Athletic Fields		8,480,299.00	7,191,219.44	460,702.39	828,377.1
	HS Athl Concourse - Architect		20,000.00			
	HS Athl Concourse - Construction	Tim Jackson Construction Co	2,240,453.00	2,116,960.86	111,686.14	
	HS Athl Concourse - 3rd Party Vendors	Southwest Networks	25,000.00	E 007 00	18,000.00	
		CDW Government, Inc.	00.000.00	5,027.09		
	HS Athl Concourse - 3rd Party Consultant	D&S Engineering Labs, LLC	30,000.00	25,948.85		
	HS Athl Concourse - Permits & Fees HS Athl Concourse - Misc Costs	Walsh Gallegos Trevino	1,500.00	798.00		
			5,000.00			
	HS Athl Concourse - Owners Contingency		5,000.00			
	Total Athletics Concourse		2,321,953.00	2,148,734.80	129,686.14	43,532.0
	Athl Complex Turf - A&E		0.00			
	Athl Complex Turf - Construction	Hellas Construction	930,270.00	930,270.01		
	Athl Complex Turf - 3rd Party Consultant	D&S Engineering	2,560.00	2,559.50		
	Athl Complex Turf - Permits & Fees		808.00	808.00		
	Athl Complex Turf - Misc		0.00	000100		
	Athl Complex Turf - Owners Contingency		0.00			
	Total Athletic Complex Turf		933,638.00	933,637.51	0.00	0.4
	Total Athletics		11 735 800 00	10 273 501 75	500 388 53	871 000
	Total Athletics		11,735,890.00	10,273,591.75	590,388.53	871,909.7
nd 648 - Walker Middle School					_	
	MS Eldorado - Architect	Huckabee and Associates	3,658,399.00	3,509,620.03	5,000.00	
		Balfour Beatty Construction	57.130.622.00	54.595.244.00	1.535.378.00	

MS Eldorado - Architect	Huckabee and Associates	3,658,399.00	3,509,620.03	5,000.00	
MS Eldorado - Construction	Balfour Beatty Construction	57,130,622.00	54,595,244.00	1,535,378.00	
	Multivista		63,442.00	1,558.00	
	Town of Little Elm		582,633.18		
	Accelerate Learning, Inc.	7,029,000.00	2,419.20		
	ACP Internation and Inc. (SA-SO)		648.50		
	Advanced Healthstyles Fitness		11,981.49		

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
				45 000 00		
		All American Sports (Riddle)		15,808.09		
		Aluminum Athletic Equipment		0.000.40	3,151.75	
		Amazon.com		2,628.19	13,871.81	
		Apple Computer B&H Photo & Electronics		87,700.80	004.57	
		Book Mays Music (Universal Melody)		4,831.19 83,959.00	201.57	
		Brook Mays Music (Universal Melody) BSN Sports		205,416.34	38,878.36	
				205,410.34	5,775.00	
		Bull's Eye Brands Inc. C&R Services (Rackley)		130,774.55	10,668.25	
		Carolina Biological Supply C		898.17	940.80	
		CDW Government, Inc		196,131.48	940.60	
				21,178.47		
		Central Restaurant Products			0.000.04	
		Delcom Group LP		256,980.21	6,833.24	
		Dell Marketing LP		153,224.77	260.07	
		Demco Inc.		8,930.93	369.07	
		Dick Blick Co. (Blick Art)		18,131.88	1,368.12	
		EAI Education		130,259.89		
		Education Advanced, Inc.		334.28		
		Evac & Chair North America		1,555.00	1 000 00	
		EZ Flex Sport Mats			4,899.00	
		Field and Floor FX		1,445.00		
		Fischer Scientific Education			4,800.00	
		Flinn Scientific, Inc.		35,677.04	5,629.71	
		Future Packaging and Preservation		1,311.22		
		Gopher Sports		744.12		
		Grainger		3,399.10		
		Guitar Center		8,000.00		
		Henry Schein, Inc.		4,564.04	14,555.68	
		Home Depot U.S.A. Inc.		111,358.64	9,914.59	
		Houghton Mifflin Harcourt		1,082.70		
		Ipevo, Inc.		4,628.00		
		JW Pepper & Son, Inc.		6,587.87		
		Kagan Publishing		2,461.80		
		Kinetric Inc.			3,995.00	
		Logmein USA, Inc.		13,487.28		
		Lone Star Furnishings		1,983,621.15	204,129.72	
		Lowes Companies Inc.		2,857.86	415.00	
		Mackin Educational Resources		48,230.57	3,769.43	
		MSM Signs, LLC (Fastsigns)		3,848.29		
	MS Eldorado - 3rd Party Vendor	Music & Arts Center		88,786.10	9,609.90	
		Music in Motion		1,350.00		
		NASCO		7,983.51	3,216.49	
		Office Depot		21,622.93	8,377.07	
		Olen Williams Inc.		29,990.00		
		Palco Specialties, Inc.		6,272.00		
		Pasco Scientific		546.00		
		Pearson Learning		4,926.13		
		Penders Music Co.		2,520.30		

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Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
		Perfection Learning Corp.		839.20		
		Performance Health Supply (Medco)		353.61	1,561.27	
		Precision Business Machines		12,835.00		
		Professional Turf Products		24,799.93		
		Project Lead the Way		17,855.75		
		Promaxima Manufacturing			59,383.69	
		Quill Corporation		13,730.65	3,769.35	
		Raptor Technologies LLC			2,364.00	
		Rentacrate Enterprises (School Moving)		109,599.21	3,683.38	
		Romeo Music		5,692.00		
		School Specialty Inc.		2,734.63	0.00	
		Smart School Systems		14,947.20		
		Social Studies School Services		17,999.63		
		Southwest Networks		225,311.21	4,688.79	
		Sphero, Inc.		3,660.21		
		Sports Imports		21,530.70	1,128.15	
		Stageright Corporation		12,716.00		
		Sterling Associates, Inc.		12,125.00		
		Sterling Medical		6,351.00		
		Steve Weiss Music Inc.		1,730.10		
		Taylor Music Inc.		2,228.00		
		Texas Scenic Company, Inc.		297.50		
		The Clavier Group, Inc.			32,824.00	
		The Markerboard People		891.00	- ,	
		Tidmore Flags		1,749,70		
		Todd Christian Jamison		4,924.45		
		Trinity Ceramic		10,288.30		
		UPS - CC		.0,200.00	1,000.00	
		Vex Robotics, Inc.		16,117.54	.,	
		W.A. Krapf, Inc. (Magnatag Visible)		2,713.27		
		Wards Natural Science		7,114.59		
		Weaver Technologies		102,418.50		
		Wenger Corporation		102,599.00		
		William V MacGill & Company		2,791.27	408.73	
		Armko Industries, Inc.	609,118.00	33,810.00	1,190.00	
		D&S Engineering Labs, LLC	009,110.00	216,049.59	1,180.00	
	MS Eldorado - 3rd Party Consultant	Deshazo Group, Inc.		16,877.18		
		Eikon Consulting Group, LLC		68,267.50	9,582.50	
		Engineered Air Balance Co.		183,310.00	57,025.00	
	MS Eldorado - Permits & Fees	Walsh Gallegos Trevino	30,000.00	1,167.85	57,025.00	
	MS Eldorado - Permits & Fees		16,000.00	1,107.00		
		Huckabee and Associates	65,511.00	15 000 00		
	MS Eldorado - Owners Contingency		00,111,00	15,000.00	40.050.00	
		Perry Weather Consulting			13,250.00	
	Total Walker Middle School		68,538,650.00	63,775,459.56	2,089,164.42	2,674,026.
					_,	_,
d 649 - Strike Middle School		46				

Fund	649 -	Strike	Middle	School

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	MS Tribute - Architect	Huckabee and Associates	2,781,898.00	2,671,153.65	19,022.85	

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
		Cadence McShane Construction	56,989,820.00	52,517,137.16		
		D&S Engineering Labs, LLC		16,774.71	3,225.29	
	MS Tribute - Construction	JBI Partners, Inc.		17,013.82	17,986.18	
		Reimbursement		(690,668.69)		
		Multivista		63,442.00	1,558.00	
		Accelerate Learning, Inc.	7,029,000.00		2,419.20	
		ACP International, Inc. (SA-SO)		648.50		
		Advanced Healthstyles Fitness		11,981.49		
		All American Sports (Riddle)		15,808.09		
		Aluminum Athletic Equipment			3,151.75	
		Amazon.com		13,004.99	1,902.94	
		Apple Computer		91,492.80		
		B&H Photo & Electronics		1,419.10	5,630.90	
		Brook Mays Music (Univeral Melody)		77,904.00	6,055.00	
		BSN Sports		121,829.26	139,271.43	
		Bull's Eye Brands Inc.			5,775.00	
		C&R Services (Rackley)		121,674.55	19,768.25	
		Carolina Biological Supply C			940.80	
		CDW Government, Inc.		195,781.51	1,390.43	
		Central Restaurant Products		20,954.57		
		Del Marketing LP		153,224.77		
		Delcom Group LP		259,674.63	6,726.43	
		Demco Inc.		9,487.14	312.86	
		Dick Blick Co.		17,542.67	1,957.33	
		EAI Education		120,331.58	10,054.96	
		Education Advanced, Inc.		334.28		
		Evac & Chair North America		1,555.00		
		EZ Flex Sport Mats			4,899.00	
		Field and Floor FX		1,445.00		
		Fischer Scientific Education			4,800.00	
		Flinn Scientific, Inc.		35,786.54	4,713.46	
		Future Packaging and Preservation		1,311.22		
		Gopher Sports		744.12		
		Grainger		4,030.50		
		Guitar Center		1,250.00	6,585.00	
		Henry Schein, Inc.		6,821.37	12,298.35	
		Home Depot U.S.A. Inc.		106,146.63	14,057.29	
		Houghton Mifflin Harcourt		1,082.70		
		Ipevo, Inc.		4,628.00		
		Jamison, Todd Christian		4,924.46	0.4.00	
		JW Pepper & Son, Inc.		6,571.97	94.92	
		Kagan Publishing		0.005.00	2,461.80	
		Kinetric Inc. (Polyprinter)		3,995.00		
		Logmein USA, Inc.		13,487.28	040.044.70	
		Lone Star Furnishings		1,948,613.35	210,811.73	
		Lowes Companies Inc.		2,057.82	640.39	
		Mackin Educational Resources		46,548.22	3,451.78	
		Microboards Technology		1,050.76		

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
	MS Tribute - 3rd Party Vendor	MSM Signs, LLC (Fastsigns)		3,848.29		
		Music & Arts Center		88,786.10	,	
		Music in Motion		0.007.00	1,350.00	
		NASCO		9,237.69		
		Office Depot		25,865.20		
		Olen Williams Inc.		29,990.00		
		Palco Specialties, Inc.		6,272.00		
		Pasco Scientific		281.00		
		Pearson Learning		4,857.30		
		Penders Music Co.		2,538.20		
		Perfection Learning Corp.		839.20		
		Performance Health Supply			1,914.88	
		Precision Business Machines		12,835.00		
		Professional Turf Products		24,799.93		
		Project Lead the Way		10,409.25		
		Promaxima Manufacturing			27,818.44	
		Quill Corporation		13,677.33	2,923.61	
		Raptor Technologies LLC	ľ		2,364.00	
		Rentacrate Enterprises (School Moving)		98,980.09	16,704.33	
		Romeo Music		5,692.00		
		School Specialty Inc.		2,734.63		
		Smart School Systems		14,947.20		
		Social Studies School Services		17,499.63		
		Southwest Networks, Inc.		219,312.29		
		Sphero, Inc.		3,647.61		
		Sports Imports		1,504.20		
		Stageright Corporation		12,716.00		
		Sterling Associates, Inc.		12,125.00		
		Sterling Medical		7,440.00		
		Steve Weiss Music Inc.		14,311.80		
		Taylor Music Inc.		2,228.00		
		Texas Scenic Company, Inc.		2,228.00		
		The Clavier Group, Inc.		291.00	32,824.00	
		The Markerboard People		891.00	32,024.00	
		Tidmore Flags		1,749.70		
		Trinity Ceramic		1,749.70	10,288.30	
		Vernier Software & Technology		231.10		
		UPS - CC		231.10	1,000.00	
		Vex Robotics, Inc.		46 447 54	,	
				16,117.54		
		W.A. Krapf, Inc. (Magnatag)		1,286.29		
		Wards Natural Science		7,212.99		
		Weaver Technologies		102,418.50		
		Wenger Corporation		102,599.00		
		William V MacGill & Company		2,791.27	408.73	
		Zayo Group Holdings, Inc.		20,049.20		
		Armko Industries, Inc.	602,419.00	33,810.00	1,190.00	
		D&S EngineeringLabs, LLC		196,549.14		
	MS Tribute - 3rd Party Consultant	Deshazo Group, Inc.		14,000.00		

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
	wo moute ord range of suitant	Eikon Consulting Group, LLC		64,462.50	11,687.50	
		Engineering Air Balance Co.		159,260.00	80,110.00	
		JBI Partners, Inc.			7,500.00	
	MS Tribute - Permits & Fees	Walsh Gallegos Trevino	30,000.00	6,547.00		
	MS Tribute - Misc Costs		16,000.00			
	MS Trobite - Owners Contingency	Huckabee and Associates	64,841.00			
		Perry Weather Consulting, I			13,250.00	
	Total Strike Middle School		67,513,978.00	59,397,644.19	5,652,984.06	2,463,349.7

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
X - Land						
		Republic Title	15,904,910.00	7,225,823.29		
	MS Tribute Land	Todd Property Advisors		2,500.00		
		Walsh Gallegos Trevino		5,288.80		
		Walsh Gallegos Trevino		9,980.95		
	Lakewood Village Land	Todd Property Advisors		2,500.00		
		Republic Title of Texas		10,728.16		
		Independence Title		3,358,295.05		
	Wildridge Oak Point Land	Todd Property Advisors		2,950.00		
	Wildhuge Oak Point Land	Teague Nall and Perkins		9,000.00		
		Walsh Gallegos Trevino		5,629.98		
		Republic Title		459,717.31		
	Hart Road Land	Teague Nall and Perkins		5,800.00		
	That Road Land	Walsh Gallegos Trevino		2,507.26		
		Denton County Tax Office		4,299.07		
		Silver Star Title		1,238,776.20		
	Valencia Land	Todd Property Advisors		2,500.00		
		Walsh Gallegos Trevino		5,144.75		
		Fidelity National Title		3,355,816.30		
		Ramon, Victor & Ramon		1,000.00		
	Oak Point Land	Walsh Gallegos Trevino			4,550.00	
		LCA Environmental, Inc.		3,950.00		
		Glenn Engineering			1,500.00	
	Tetalland		45 004 040 00	45 740 007 40	0.050.00	400.05
	Total Land		15,904,910.00	15,712,207.12	6,050.00	186,65

Fund 650 - Misc Projects

Brent Vestibule - Architect	Corgan Associates, Inc.	11,440.00	7,496.00		
Brent Vestibule - Construction	SFCC, Inc.	166,723.00	138,820.18		
	CDW Government, Inc.	14,075.00	91.67		
Brent Vestibule - 3rd Party Vendors	Southwest Networks, Inc.		1,209.12		
	Delcom Group, LP		1,458.14		
	Office Depot, Inc.		9,302.71		
Brent Vestibule - 3rd party Consultants		1,425.00			
Brent Vestibule - Permits & Fees		200.00			
Brent Vestibule - Misc Costs		2,709.00			
Brent Vestibule - Owners Contingency		10,500.00			
		207,072.00	158,377.82	0.00	48,694.18

Chavez Vestibule - Architect	Corgan Associates, Inc.	11,440.00	5,475.00	
Chavez Vestibule - Construction	SFCC, Inc.	176,550.00	146,509.08	
	CDW Government, Inc.	14,075.00	91.67	
Chavez Vestibule - 3rd Party Vendors	Southwest Networks, Inc.		3,627.36	
Chavez vestibule - Sid Faity vehicors	Delcom Group, LP		2,428.46	
	Office Depot, Inc.			
Chavez Vestibule - 3rd party Consultants		1,425.00		
Chavez Vestibule - Permits & Fees	50	200.00		
Chavez Vestibule - Misc Costs		2,709.00		

Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
Chavez Vestibule - Owners Contingency		10,000.00			
		216,399.00	158,131.57	0.00	58,267.43
Scoreboard - Architect		10,000.00			
Scoreboard - Construction	Daktronics	945,619.00	878,076.48		
Scoreboard - 3rd Party Consultant	Daikin Applied	47.500.00	42.806.67		
Scoreboard - Permits & Fees		1,000.00	,		
Scoreboard - Misc Costs		300.00			
Scoreboard - Owners Contingency		2,928.00			
		1,007,347.00	920,883.15	0.00	86,463.85
Brent Roof - Construction	Paragon Roofing, Inc.	421,000.00	401,000.00	0.00	
Brent Roof - 3rd Party Consultant	Armko Industries, Inc.	28,000.00	26,065.00	0.00	
Bient Roof - Sid Faity Consultant	Anniko industnes, inc.	449,000.00	427,065.00	0.00	21,935.00
		449,000.00	427,005.00	0.00	21,935.00
Chavez Roof - Construction	Paragon Roofing, Inc.	399,000.00	386,500.00	0.00	
Chavez Roof - 3rd Party Consultant	Armko Industries, Inc.	26,000.00	24,635.00		
		425,000.00	411,135.00	0.00	13,865.00
Zellars Roof - Construction	Paragon Roofing, Inc.	1,190,000.00	1,145,000.00	0.00	
	Daikin Applied Americas, Inc.	1,100,000.00	19,915.67	0.00	
Zellars Roof - 3rd Party Consultant	Armko Industries, Inc.	60,000.00	57,250.00		
Roofs - Permits & Fees	Walsh Gallegos Trevino	3,000.00	2,535.50		
Roofs - Misc Costs		200.00	2,000100		
Roofs - Owners Contingency		9,520.00			
		1,262,720.00	1,224,701.17	0.00	38,018.83
Total Roofs		2,136,720.00	2,062,901.17	0.00	73,818.83
Total Roots		2,130,720.00	2,002,301.17	0.00	73,010.03
Buses	Rush Truck Centers of Texas	1,323,446.00	1,323,446.00		
		1,323,446.00	1,323,446.00	0.00	0.00
HVAC - Architect	Estes, McClure & Associates, Inc.	22,000.00	21,750.00		
	Siemens Industry, Inc.	3,582,128.00	3,499,691.67	20.378.33	
HVAC - Construction	Climatec, LLC	0,002,120.00	34,000.00	0.00	
	Armko Industries		6,000.00	0.00	
HVAC - 3rd Party Vendors	CDW Government, Inc.	25,000.00	799.43		
HVAC - 3rd Party Consultants	Engineered Air Balance, Inc.	110,000.00		40,000.00	
HVAC - Permits and Fees	Walsh Gallegos Trevino	4,000.00	3,401.00		
HVAC - Misc Costs	-	200.00			
HVAC - Owners Contingency		16,120.00			
<u> </u>		3,759,448.00	3,565,642.10	60,378.33	133,427.57
LEHS CTE - Architect	Corgan Associates, Inc.	46,000.00	41,148.15	I	
LEHS CTE - Construction	Alpha Building Corporation	40,000.00	445,704.00		
	Lone Star Furnishings	158,123.00	55,844.42		
LEHS CTE - 3rd Party Vendors	Southwest Networks, Inc.	100,120.00	4,110.25		

Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
LEHS CTE - Permits and Fees		2,000.00			
LEHS CTE - Owners Contingency	Fastsigns	38,892.00	1,902.59		
		730,037.00	548,709.41	0.00	181,327.59
LEHS SPED - Construction	Big Sky Construction Company	97,272.00	97,271.90	0.00	
LEHS SPED - 3rd Party Vendors		5,000.00			
LEHS SPED - Permits and Fees		500.00			
I ELIS SPED Oursers Contingency	Central Restaurant Supply	3,627.00	506.56		
LEHS SPED - Owners Contingency	SFCC, Inc.		1,484.00		
	• · · ·	106,399.00	99,262.46	0.00	7,136.54
LOBO LANE REPURPOSE STUDY	HKS, Inc.	30,000.00	24,600.00	5,400.00	
		30,000.00	24,600.00	5,400.00	0.00
		00,000.00	24,000.00	0,400.00	0.00
SAFETY FILM - LEHS	National Glazing Solutions	35,780.00	35,780.00		
SAFETY FILM - Lakeside		9,060.00	9,060.00		
SAFETY FILM - Prestwick		18,305.00	18,305.00		
SAFETY FILM - Walker		7,522.00		7,522.00	
SAFETY FILM - Strike		7,522.00		7,522.00	
SAFETY FILM - Brent		7,308.00	7,308.00		
SAFETY FILM - Chavez		7,309.00	7,309.00		
SAFETY FILM - Hackberry		9,962.00	9,962.00		
SAFETY FILM - Lakeview		9,962.00	9,962.00		
SAFETY FILM - Oak Point		11,048.00	11,048.00		
SAFETY FILM - Zellars		6,998.00	6,998.00		
		130,776.00	115,732.00	15,044.00	0.00
Emergency HVAC Replacement		974,234.00			
Commissioning & TAB Services	EMA Engineering & Consulting			300,500.00	
	Lennox	7,773.00		,	
Brent HVAC	Air Check Test				
Zellars HVAC	Lennox	17,993.00	7,272.00	327.00	
	Air Check Test		5,700.00	0.00	
		1,000,000.00	12,972.00	300,827.00	0.00

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
		•				
Fund 652 - ESPC Upgrades			45 000 001	45 500 00		
	ESPC Upgrades - A/E Fees	Estes, McClure & Associates	45,000.00	15,500.00	9,000.00	
	LEHS ESPC Upgrade - Construction	Siemens Industry, Inc.	1,165,136.00	872,488.55	292,647.45	
		Siemens Industry, Inc.	1,111,600.00	968,450.48	143,149.52	
	Brent ESPC Upgrade - Construction		1,111,000.00	000,100.10	140,140.02	
	Chavez ESPC Upgrade - Construction	Siemens Industry, Inc.	959,238.00	796,718.66	162,519.34	
	Hackberry ESPC Upgrade - Construction	Siemens Industry, Inc.	1,372,806.00	1,264,876.70	107,929.30	
	Lakeview ESPC Upgrade - Construction	Siemens Industry, Inc.	1,335,050.00	1,228,008.53	107,041.47	
	Oak Point ESPC Upgrade - Construction	Siemens Industry, Inc.	1,322,467.00	1,216,684.78	105,782.22	
	Prestwick ESPC Upgrade - Construction	Siemens Industry, Inc.	480,248.00	396,328.89	83,919.11	
		Siemens Industry, Inc.	1,953,745.00	1,575,463.73	76,094.03	
	ESPC Upgrades - Construction	Accrual for retainage at year end	.,	422,187.23	(422,187.23)	
	ESPC Upgrades - 3rd Party Vendors		40,000.00			
	ESPC Upgrades - 3rd Party Consultants		180,000.00			
	ESPC Upgrades - Permits & Fees		4,000.00			
	ESPC Upgrades - Misc Costs		200.00			
	ESPC Upgrades - Owners Contingency		30,510.00			
	Total ESPC Upgrades		10,000,000.00	8,756,707.55	665,895.21	577,397.24
			.,	.,,		,
Fund 652 - Roof Management Program			T ==			
	Roof Management Program	Armko Industries, Inc.	70,000.00		70,000.00	
	Total Roof Management		70,000.00	0.00	70,000.00	0.00
	¥					
Fund 652 - Athletic Complex Track						
	Athletic Complex Track - A&E		5,000.00			
	Athletic Complex Track - Construction	Hellas Construction, Inc.	1,056,800.00	953,162.40	22,309.72	
	Athletic Complex Track - 3rd Party Consul		42,500.00			
	Athletic Complex Track - Permits & Fees	1	1,000.00	501.50		
	Athletic Complex Track - Misc	1	300.00			
	Athletic Complex Track - Owners Conting		20,536.00			
	Total Athletic Complex Track		1,126,136.00	953,663.90	22,309.72	150,162.38
	Total Bond Projects		11,196,136.00	9,710,371.45	758,204.93	727,559.6

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
Fund 653 - Lakeside Admin Conversion						
Parte 600 Eakeside Admin Conversion	Lakeside Admin - Architect	HKS, Inc	383,000.00	62,156.25	320,843.75	
	Lakeside Admin - Construction					
	Lakeside Admin - 3rd Prty Vendor					
	Lakeside Admin - 3rd Prty Consultant					
	Lakeside Admin - Permits & Fees	Walsh Gallegos Trevino Rus		413.00		
	Lakeside Admin - Misc Costs					
	Lakeside Admin - Owners Contingency					
	Total Lakeside Admin Conversion		383,000.00	62,569.25	320,843.75	(413.00
Fund 653 - Indoor Multi-Use Facility						
	Indoor Facility - Architect	Corgan Associates, Inc.	1,125,500.00	384,968.60	740,531.40	
	Indoor Facility - Construction	Tim Jackson Construction	5,000.00		5,000.00	
	Indoor Facility - 3rd Prty Vendor					
	Indoor Facility - 3rd Prty Consultant	Eikon Consulting Group	16,000.00	14,650.00		
	Indoor Facility - Permits & Fees	Walsh Gallegos Trevino		236.00		
	Indoor Facility - Misc Costs					
	Indoor Facility - Owners Contingency					
	Indoor Facility - Owners Contingency Total Multi-Use Indoor Facility		1,146,500.00	399,854.60	745,531.40	1,114.00

	Board Agenda Item Little Elm Independent School District 300 Lobo Lane Little Elm, Texas 75068
Board Mtg. Date 11-16-2020	Reports of the SuperintendentAction Item IConsent AgendaReports, RoutineImage: Consent indext in
Subject:	LITTLE ELM ISD INTERLOCAL SUMMARY REPORT
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer
Policy/Code:	GRB (LEGAL)
Strategic Plan Goal:	Ensuring Fiscal Health and Sustainability
Summary:	Allows LEISD to purchase products or services from other governmental entities (listed on attachment) which have been properly awarded contracts through statutorily authorized methods.
Financial Implications:	See attached summary report.
Attachments:	Little Elm ISD Interlocal Summary Report for Approval
Recommendation:	The Administration recommends approval of the Little Elm ISD Interlocal Summary Report as submitted.
Motion:	I move that the Board approve the Little Elm ISD Interlocal Summary Report dated November 16, 2020 as submitted.

Little Elm ISD Interlocal Summary Report for Approval

Board Meeting Date: November 16, 2020

Ref #	Vendor Name	Department	Status (New, Renewal, Vendor Change)	Prior Year Contract Amount	Renewal Amount	Change	Effective Date	Expiration Date	Description	Administrator
1	Region 10 ESC	Child Nutrition	Renewal	\$0.00	\$0.00	\$0.00	7/1/2021	6/30/2022	Region 10 Multi Region Purchasing Cooperative (R10MRPC) organizes and administers the child nutrition cooperative purchasing and commodity processing program for member contracting entities located within the State of Texas.	Carolyn Tarver
2										
3										
4										

		U	chool District ne	em			
Board Mtg. Date 11-16-2020	Reports of the Superintendent	Action Item 🔀	Consent Agenda	Reports, Routine Monthly	Other		
Subject:	LITTLE ELM ISD EXPENDITURES OVER \$50,000 SUMMARY REPORT						
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer						
Policy/Code:	CH (LOCAL) Purchasing And Acquisition						
Strategic Plan Goal:	Ensuring Fiscal H	Iealth and	Sustainabili	ty			
Summary:	Allows LEISD to purchase products or services valued over \$50,000 (listed on attachment) which have been properly purchased through statutorily authorized methods.						
Financial Implications:	See attached spre	adsheet of	expenditur	es.			
Attachments:	Little Elm ISD Ex Approval	penditure	s Over \$50,0	00 Summary	Report for		
Recommendation:	The Administrat ISD Expenditure						
Motion:	I move that the E Expenditures Ov November 16, 20	er \$50,000	Summary I				

Little Elm ISD Expenditures Over \$50,000 Summary Report for Approval

Board Meeting Date: November 16, 2020

-	-						
Ref #	Vendor Name	Department	Status (New, Renewal, Vendor Change)	Purchase Amount	Effective Date	Description	Administrator
1	Apple	Curriculum & Learning	New	\$107,511	11/17/2020	Purchase of iPads, Apple Pencils, and Apple Care of Title I campuses.	Dr. Cyndy Mika
2	Delcom	Curriculum & Learning	New	\$961,037	11/17/2020	Purchase of Promethean Boards for Title I campuses.	Dr. Cyndy Mika
3	Office Depot	Communication Services	New	\$52,000	1/4/2020	The \$52,000 is to purchase teacher specific supplies for the classroom that help support teaching and learning in the classroom. These supplies will eliminate the teachers having to spend their own money on supplies. Office Depot will bring the purchased items to each campus in the form of a traveling store and teachers can choose from an array of the most desired teachers supplies based on information collected from each principal. Dollar amounts will vary campus-to-campus depending on the number of teachers. The plan is to execute in January when teachers return for the spring semester.	Cecelia Jones
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	Board Agenda Item Little Elm Independent School District 300 Lobo Lane Little Elm, Texas 75068
Board Mtg. Date 11-16-2020	Reports of the SuperintendentAction ItemConsent AgendaReports, RoutineImage: Consent intendentItem ImagendaAgenda intendentItem ImagendaItem Imagenda
Subject:	DEVELOPMENT AGREEMENT BETWEEN TOWN OF LAKEWOOD VILLAGE, LITTLE ELM INDEPENDENT SCHOOL DISTRICT AND SAM HILL VENTURE
Presenter or Contact Person:	Rod Reeves, Executive Director for Operational Services
Policy/Code:	CDB (LEGAL)
Strategic Plan Goal:	Ensuring Fiscal Health & Sustainability
Summary:	The Administration is seeking the consideration and approval of a development agreement between the Town of Lakewood Village, Little Elm Independent School District and Sam Hill Venture. This agreement is needed for the annexation of the 16.3 acres owned by Little Elm ISD, development of single family housing on the Sam Hill Property, and for development of14.95 acres allocated for a Little Elm ISD school site. The Board has already entered into a real estate exchange agreement with Sam Hill Venture effective on August 26, 2019, for the exchange of 16.3 acres owned by Little Elm ISD for the 14.95 acre school tract that requires annexation of the 16.3 acres.
Financial Implications:	There are no financial implications.
Attachments:	Development Agreement

Recommendation:	The Administration recommends the approval of a development agreement between Lakewood Village, Little Elm ISD and Sam Hill Venture and authorizes the superintendent or his designee to execute the agreement.
Motion:	I move the Board approve the development agreement between Lakewood Village, Little Elm ISD and Sam Hill Venture and authorize the superintendent or his designee to execute the agreement.

DEVELOPMENT AGREEMENT

This Development Agreement (this "<u>Agreement</u>") is by and between the **TOWN OF LAKEWOOD VILLAGE, TEXAS**, a general law municipality located in Denton County, Texas (the "<u>Town</u>"), **LITTLE ELM INDEPENDENT SCHOOL DISTRICT**, a Texas independent school district ("<u>LEISD</u>"), and **SAM HILL VENTURE**, a Texas joint venture ("<u>Sam Hill</u>"), and is made and entered into effective as of the date signed by the parties hereto (the "<u>Effective Date</u>"). The foregoing parties are sometimes individually referred to as a "<u>Party</u>" and collectively as the "<u>Parties</u>."

RECITALS

WHEREAS, Sam Hill holds fee simple title to approximately 77.5 acres of land described by metes and bounds on the attached <u>Exhibit A</u> and depicted on the attached <u>Exhibit A-1</u> (the "<u>Original Sam Hill Property</u>"). The Original Sam Hill Property is located within the Town's municipal limits; and

WHEREAS LEISD holds fee simple title to approximately 16.3 acres of land described by metes and bounds on the attached <u>Exhibit B</u> and depicted on the attached <u>Exhibit B-1</u> (the "<u>LEISD Property</u>"). The LEISD Property is adjacent to the Original Sam Hill Property and is currently located within the extraterritorial jurisdiction ("<u>ETJ</u>") of the Town; and

WHEREAS, Sam Hill and LEISD have entered into that certain Real Estate Contract for Exchange of Property with an effective date of August 26, 2019 (as amended from time to time, the "<u>Exchange Contract</u>"). The Exchange Contract provides that Sam Hill will transfer a portion of the Original Sam Hill Property containing approximately 14.9 acres of land described by metes and bounds on the attached <u>Exhibit C</u> and depicted on the attached <u>Exhibit C-1</u> (the "<u>Sam Hill</u> <u>Exchange Tract</u>") to LEISD in exchange for the LEISD Property (the "<u>Exchange</u>"); and

WHEREAS, Sam Hill desires to develop the approximately 62.9 acres of the Original Sam Hill Property remaining after the Exchange together with the LEISD Property (collectively, the "<u>Properties</u>") as a master planned single family residential community in general conformance with the concept plan (the "<u>Concept Plan</u>") shown on <u>Exhibit D</u> attached hereto and incorporated herein for all purposes. Among other things, the Concept Plan illustrates the approximate location of new streets, lots, a new Town entry, a town hall site, park sites and open spaces; and

WHEREAS, on April 23, 2020, the Town approved Ordinance No. 20-08 rezoning the Original Sam Hill Property to facilitate the development of a master planned single family residential community (the "<u>Sam Hill Zoning</u>"); and

WHEREAS, Sam Hill's ability to efficiently develop the Properties depends on various Town approvals, including but not limited to, the Town's approval of: (i) the Concept Plan, (ii) preliminary and final plats of the Properties that are generally in accordance with the Concept Plan, (iii) the Land Use and Development Regulations of the LEISD Property as set forth in Exhibit "E" attached hereto, which will apply to the LEISD Property prior to and after annexation (the "Land Use and Development Regulations"), and (iii) construction plans for the Properties that meet or exceed the applicable requirements of Town regulations and uniformed engineering design

standards (collectively, the "<u>Approvals</u>"). This Agreement includes a process for obtaining the Approvals; and

WHEREAS, development of the Properties shall meet or exceed the applicable requirements of the approved Concept Plan, the Land Use and Development Regulations, and the Town regulations, as they exist today, including Subdivision Ordinance No. 14-13, Zoning Ordinance No. 19-02, Public Works Construction Standards Ordinance No. 14-11, and Lighting Ordinance No. 19-03 (collectively the "<u>Applicable Regulations</u>"), provided any amendments to the Applicable Regulations will be applicable to the LEISD Property after a period of three (3) years from the Effective Date of this agreement.

WHEREAS, the parties agree that <u>Land Use and Development Regulations</u> shall apply to the development of the LEISD Property before and after annexation of the LEISD Property into the Town; and

WHEREAS, the Town is agreeable to the Properties being developed as a master planned single family residential community on the terms as set forth herein; and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and impose certain commitments in connection with the development of the Properties; and

WHEREAS, the Town is the certified retail treated water provider for the Original Sam Hill Property (under its water Certificate of Convenience and Necessity No. 10201) and the retail sewer provider (under sewer Certificate of Convenience and Necessity No. 20075) for the Properties, except that the Town of Little Elm is currently the certificated retail water service provider for the LEISD Property, and as described herein, Sam Hill will request that the Public Utility Commission of Texas decertify the LEISD Property from the Town of Little Elm's water CCN and cooperate with the Town in seeking to include the LEISD Property in the Town's water CCN. Following the addition of the LEISD Property to the Town's water CCN, the Town agrees to provide water and sewer service to the Properties subject to applicable laws and regulations and the terms of this Agreement; and

WHEREAS, the Parties have the authority to enter into this Agreement including, but not limited to, the authority granted by Texas Local Government Code § 212.172; and

NOW THEREFORE, for and in consideration of these premises and of the mutual promises, obligations, covenants and benefits herein contained, the Parties agree as follows:

ARTICLE I

REPRESENTATIONS, CONTINGENT AGREEMENT AND TERM

1.1 <u>Incorporation of Recitals</u>. The recitals contained in this Agreement are true and correct as of the Effective Date and form the basis upon which the Parties negotiated and entered into this Agreement.

1.2 <u>Contingency and Term</u>. Sam Hill will only close the Exchange contemplated by the Exchange Contract (the "<u>Exchange Closing</u>") if Sam Hill receives the approval of this Agreement, and the LEISD Property Annexation (defined below). The

parties agree that this Agreement and the provisions and obligations contained herein are contingent upon and shall be fully and finally effective only if, as and when the Exchange Closing occurs. If the Exchange Closing does not occur on or before January 29, 2021 (the "<u>Outside Closing Date</u>"), this Agreement shall automatically terminate, and all provisions and obligations contained herein shall become null and void. The Parties may mutually extend the Outside Closing Date in writing. LEISD shall have no obligations under this Agreement that have not been acknowledged herein as having been already fully performed.

ARTICLE II

LAND USE AND DEVELOPMENT REGULATIONS OF THE LEISD PROPERTY

2.1 Land Use and Development Regulations. To facilitate the Exchange Closing and to realize various benefits to the Town contemplated by the Concept Plan, the Town agrees to the Land Use and Development Regulations and the Concept Plan and establish land use and development regulations for the LEISD Property as described on Exhibit E attached hereto and incorporated herein for all purposes (the "Land Use and Development Regulations"). Prior to annexation of the LEISD Property, the Town shall have all of the same enforcement rights to enforce the Land Use and Development Regulations on the LEISD Property that the Town otherwise has to enforce development regulations within the Town limits, provided that such enforcement is consistent with the terms and provisions of this Agreement and any final plats and construction plans hereafter approved by the Town for the LEISD Property.

2.2 <u>Building Materials</u>. Upon annexation of the LEISD Property, Sam Hill has requests and the Parties agree that <u>Exhibit E</u>, as applicable, the Town-adopted building codes and local amendments, the Town-adopted fire codes and local amendments and the Town's building material regulations in the zoning ordinance as they existed on August 1, 2019 shall apply for a period of three (3) years of the Effective Date to the Properties, and Sam Hill voluntarily agrees to burden the Properties, by the filing of this Agreement as a covenant that runs with the land, with their applicability for such time, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended, unless the Parties agree to modify <u>Exhibit E</u> or the building material regulations by amendment to this Agreement.

2.3 <u>Conflicts</u>. In the event of any conflict between the Land Use and Development Regulations and any Applicable Regulations, the Land Use and Development Regulations, including any exhibits or attachments, shall control.

2.4 <u>Sam Hill Exchange Tract and Future School</u>. Notwithstanding anything herein to the contrary, the parties hereto do not waive or modify any laws, statutes, or regulations that apply to real property owned by a public school district, including, but not limited to Texas Government Code, Title 10, Subtitle Z, and Texas Local Government Code Section 395.022.

ARTICLE III

ANNEXATION OF THE LEISD PROPERTY AND POST-ANNEXATION MATTERS

3.1 <u>Annexation Petition</u>. By execution of this Agreement, LEISD has provided consent to the Town to initiate and conduct proceedings for the full purpose of annexation of the LEISD Property after the Town's approval of this Agreement. However, the Town agrees that the ordinance to annex the LEISD Property shall not become effective until the Exchange Closing. The consent to annex shall be automatically withdrawn if the Exchange Contract is terminated.

3.2 <u>Annexation</u>. Upon execution of this Agreement, the Town agrees to immediately commence the annexation process for the LEISD Property in accordance with the petition to annex submitted to the Town by LEISD. Sam Hill agrees to execute and supply any and all instruments and/or other documentation necessary for the Town to annex the LEISD Property into the Town's corporate limits. The Parties agree that this Agreement shall serve as an annexation service plan meeting the requirements of Tex. Local Gov't Code §43.065. Pursuant to 212.172(b)(7) of the Local Government Code, Sam Hill and Town agree that the following procedures may be used by the Town for any annexation in lieu of Local Government Code Chapter 43 procedures:

(1) Before adopting an ordinance annexing the LEISD Property, the governing body of the Town must conduct one public hearing;

(2) During the public hearing, the governing body must provide persons interested in the annexation the opportunity to be heard;

(3) After the public hearing, the governing body will adopt an ordinance annexing the LEISD Property subject to the provisions in Section 3.1 of this Agreement; and

(4) The Town must post notice of the hearing on the Town's Internet website and publish notice of the hearing in the official newspaper of the Town. The notice for the hearing must be:

(i) mailed to the owner of the LEISD Property as indicated on the most recent certified tax roll;

(ii) published at least once on or after the 20th day but before the 10th day before the date of the hearing; and

(iii) posted on the Town's Internet website on or after the 20th day but before the 10th day before the date of the hearing and must remain posted until the date of the hearing.

3.3 While the Parties expressly acknowledge that the LEISD Property will be voluntarily annexed in accordance with Section 3.1 of this Agreement, the Parties agree that the Final Zoning as shown in Exhibit F, and the applicable provisions of this Agreement memorialize the plan for development of the Properties as provided for in

Section 212.172 of the Texas Local Government Code. Concurrently with submitting the annexation of the LEISD Property, Sam Hill shall submit a zoning application to the Town requesting the Properties be zoned in a manner consistent with the Final Zoning. Sam Hill agrees to execute and supply any and all instruments and/or other documentation necessary for the Town to zone the Properties into the Town's corporate limits. The Town shall consider zoning the Properties by replacing the Land Use and Development Regulations with regulations consistent with the Final Zoning, and applicable provisions of this Agreement, Sam Hill expressly consents and agrees to the zoning of the Properties consistent with and as contemplated by this Section 3.1.

ARTICLE IV FINAL ZONING OF THE PROPERTIES

4.1 <u>Zoning of the LEISD Property and the Original Sam Hill Property</u>. If no earlier than fifteen (15) days and no later than forty-five (45) days after the Exchange Closing, the Town adopts an ordinance, attached hereto as <u>Exhibit F</u>, to combine the Land Use and Development Regulations and Sam Hill Zoning into a single planned development applicable to the entirety of the Properties (the "<u>Final Zoning</u>"), the Final Zoning will replace the Land Use and Development Regulations and Sam Hill Zoning in their entirety. The Parties agree that the regulations set forth in <u>Exhibit F</u> and the applicable provisions of this Agreement memorialize the plan for development of the Properties as provided for in Section 212.172 of the Texas Local Government Code.

4.2 <u>Changes to Applicable Regulations.</u> If Sam Hill wants the Town to propose any changes to the regulations applicable to the Properties,, Sam Hill shall, no later than fifteen (15) days after the Exchange Closing, submit an amendment or rezoning application to the Town and execute and supply any and all instruments and/or other documentation necessary for the Town to consider the amendment or changes to the zoning. As specified by Section 212.172(g) of the Local Government Code, this Agreement constitutes a permit for purposes of Local Government Code Chapter 245.

4.3 <u>Full Compliance with Town Standards</u>. Development of the Properties shall be subject to the Applicable Regulations and uniform engineering design standards, as they exist today, except to the extent that the Final Zoning, attached as <u>Exhibit F</u>, may vary from those terms, in which event the Final Zoning, as applicable, shall control. After a period of three (3) years from the Effective Date, development on the Properties shall be subject to the then applicable regulations of the Town and any amendments thereof.

4.4 <u>Conflicts</u>. In the event of any conflict between this Agreement and the Applicable Regulations, this Agreement shall control.

ARTICLE V DEVELOPMENT PROCESS AND CHARGES

5.1 Development, Review and Inspection Fees. Except for any fees related to zoning of the Properties immediately upon annexation, development of any portion of the Properties shall be subject to payment to the Town of the applicable fees according to the Town Regulations, including without limitation fees relating to platting and any other charges and fees not expressly exempted or altered by the terms of this Agreement.

5.2 SAM HILL'S ACKNOWLEDGEMENT OF THE TOWN'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/ SAM HILLS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(A) SAM HILL ACKNOWLEDGES AND AGREES THAT:

(I) THE PUBLIC INFRASTRUCTURE TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE TOWN PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTIES, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(a) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(b) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(c) NUISANCE.

(II) THE AMOUNT OF SAM HILL'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT SAM HILL'S ANTICIPATED IMPROVEMENTS AND SAM HILL'S DEVELOPMENT PLACES ON THE TOWN'S INFRASTRUCTURE.

(III) SAM HILL HEREBY AGREES AND ACKNOWLEDGES, WITHOUT WAIVING CLAIMS RELATED SOLELY TO EXACTIONS NOT CONTEMPLATED BY THIS AGREEMENT, THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE TOWN OR ACQUIRES FOR THE TOWN PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY SAM HILL FOR SUCH LAND, AND SAM HILL HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE TOWN RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTIES ON THE TOWN'S INFRASTRUCTURE. SAM HILL FURTHER WAIVES AND RELEASES ALL CLAIMS IT MAY HAVE AGAINST THE TOWN UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN DOLAN V. CITY OF TIGARD, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE. ALL CLAIMS HELD BY SAM HILL AGAINST THE TOWN, TOWN OFFICIALS OR TOWN EMPLOYEES THAT ARE NOT WAIVED ABOVE ARE HEREBY ASSIGNED TO THE TOWN.

(B) THIS SECTION 5.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE VI TOWN ENTRY STREET

6.1 <u>Relocation</u>. Pursuant to Section 311.008 of the Transportation Code, Sam Hill will petition the Town, and the Town will process a request to abandon the section of Lakecrest Drive extending from Eldorado Parkway to Highridge Drive, as shown on <u>Exhibit G</u>, to be conditioned on Sam Hill's dedication and construction of a new street to serve as the main entry to the Town, at Sam Hill's sole expense, as generally shown on the Concept Plan. The request will be for abandonment of the right-of-way conditioned on and becoming effective upon Sam Hill's dedication of right-of-way in fee to the Town for the new, relocated Town entry street ("<u>Lakewood Village Drive</u>" depicted in Exhibit H) with the first plat for any portion of the Properties.

6.2 <u>Paving</u>. At its sole cost and expense, Sam Hill will design and construct, with Town approval, the paving for the relocated Lakewood Village Drive. Construction will occur concurrently with Sam Hill's development of the LEISD Property. The Town has requested, and Sam Hill shall at its sole cost and expense construct the outbound lanes of Lakewood Village Drive be expanded from two lanes to four lanes (two left turn lanes, one through lane, and one right turn lane). Sam Hill will be reimbursed for the incremental cost of the additional two lanes by the waiver of impact fees as described in Section 12.

6.3 <u>Traffic Signal</u>. If prior to Sam Hill commencing the construction of Lakewood Village Drive the Town provides Sam Hill with an engineering study as required by Chapter 4C of the Texas Manual on Uniform Traffic Control Devices evidencing that traffic signals are warranted, Sam Hill will, at its sole cost and expense design and install, with Town approval, traffic signals at the intersection of Lakewood Village Drive and Eldorado Parkway as shown in <u>Exhibit H</u>. Sam Hill will be reimbursed for the cost of designing and installing the traffic signals by the Town's waiver of fees in an equal amount as described in Sections 12.1 and 12.2 of this Agreement

6.4 <u>Landscaping and Signage</u>. Prior to the Town's acceptance of Lakewood Village Drive, Sam Hill, at its sole cost and expense, will install landscaping in the median and roundabout and regulatory signage within Lakewood Village Drive as set forth in the Final Zoning, as applicable.

6.5 <u>Maintenance</u>. The Town will be responsible for the future maintenance of all paving of Lakewood Village Drive. Sam Hill shall be responsible for the mowing and general maintenance of the landscaping in the median and roundabout within Lakewood Village Drive for two (2) years after the Town's acceptance of Lakewood Village Drive, not to be unreasonably withheld, or until at least fifty (50) homes have been issued Certificates of Occupancy on the Properties, whichever is sooner. Thereafter, the Town shall maintain the landscaping. All mowing and maintenance shall be to a standard consistent with a first-class residential subdivision in the North Texas regional area. At the written request of Sam Hill, the Town will grant Sam Hill a license to maintain the landscaping of the median and the roundabout for a term of up to five (5) years. A form of license agreement is attached hereto as <u>Exhibit I</u> and incorporated herein for all purposes.

ARTICLE VII TOWN ENTRY FEATURE

7.1 <u>Design and Installation</u>. Sam Hill will construct at its sole cost and expense an entry feature for the Town at the intersection of Eldorado Parkway and Lakewood Village Drive (the "<u>Town Entry Feature</u>") in accordance with the plans prepared and paid for by the Town and attached hereto as <u>Exhibit J</u>. The Town Entry Feature shall be constructed concurrently with Sam Hill's development of the LEISD Property and the construction of Lakewood Village Drive.

7.2 <u>Cost Reimbursement</u>. Sam Hill will be reimbursed the cost of constructing the Town Entry Feature by the Town's waiver of fees in an equal amount as described in Sections 12.1 and 12.2 of this Agreement.

ARTICLE VIII TOWN HALL AND PARK SITES

8.1 <u>Town Hall and Park Sites</u>. Sam Hill agrees to dedicate in fee a minimum of two acres to the Town for use as a town hall and park, with the park being a minimum of 1 acre, in the locations generally shown on the Concept Plan. The Town agrees that the deed for the property will restrict the use of the property for development of a town hall with related municipal uses. The dedication will occur when a final plat is recorded for the land for Lakewood Village Drive. Sam Hill's dedication of the town hall site will be considered a donation to the Town for tax purposes. To document the donation, Sam Hill will obtain the necessary appraisals and the Town agrees to execute and deliver IRS Form 8283 and a donor acknowledgement letter to Sam Hill based upon the values shown in such appraisals.

8.2 <u>Parks, Open Space, and Greenbelts</u>.

(a) <u>Park Dedication</u>. Park Land Dedication Ordinance No. 15-18 requires developers to dedicate one (1) acre of park land for every 25 dwelling units. Based on the approximate 136 units shown on the Concept Plan, Sam Hill would be required to dedicate 5.44 acres of park land to the Town upon development of the Properties. Sam Hill agrees to dedicate, in fee, a minimum of eleven (11) acres of land to the Town for public parks, open space, and greenbelt buffers as shown on the Concept Plan. Any dedication of parks, open space, or greenbelt buffers to the Town in excess of the 5.44 acres will be considered a donation to the Town for tax purposes. Sam Hill will obtain an appraisal of the donated acreage and the Town agrees to execute and deliver IRS Form 8283 and a donor acknowledgement letter to Sam Hill based upon the values shown in such appraisal.

(b) <u>Installation of Landscaping.</u> Sam Hill, at its sole cost and expense, shall install landscaping in accordance with the Sam Hill Zoning and the Land Use and Development Regulations and with Town approval, within the parks, open space, and greenbelts as specified in the Final Zoning. The landscaping of any platted area shall be installed no later than three (3) months after the Town's final acceptance of all public improvements that service the platted area.

(c) <u>Maintenance of Landscaping</u>. Except as otherwise provided in <u>Section</u> <u>8.2(d)</u> below relative to the forty-foot (40') greenbelt and hiking trail, Sam Hill shall be responsible for the mowing and general maintenance of the landscaping within the parks, open space, and greenbelt buffers for two (2) years after the installation of the landscaping or until at least fifty (50) homes have been issued Certificates of Occupancy on the Properties, whichever is sooner. Thereafter, the Town shall maintain the landscaping within the parks, open space, and greenbelt buffers. All mowing and maintenance shall be to a standard consistent with a first-class residential subdivision in the North Texas regional area. At the written request of Sam Hill, the Town will grant Sam Hill a license to maintain the landscaping within the parks, open space, and greenbelt buffers for a term of up to five (5) years.

(d) <u>Greenbelt Trail</u>. The forty-foot (40') greenbelt shown on the Concept Plan will contain a hiking trail. Contemporaneously with the development of any portion of the Sam Hill Property adjacent to the greenbelt, Sam Hill, at its sole cost and expense, will clear and grade a minimum eight foot (8') wide walkable natural path within the greenbelt in a Town-approved location. Sam Hill will have no further duty or obligation to construct, pay for or maintain the greenbelt or the trail.

(e) <u>Satisfaction of Park Dedication and Improvement Requirements</u>. As long as the parks, open space, and greenbelt buffers are dedicated to the Town as generally shown on the Concept Plan and the landscaping is installed within the parks, open space, and greenbelts as specified in the Final Zoning, Sam Hill will have satisfied all requirements of Park Land Dedication Ordinance No. 15-18 and Parks, Trails, & Open Space Ordinance No. 15-17 and shall not be subject to other current or future ordinances requiring any park dedications, payments, improvements, or contributions in lieu thereof.

ARTICLE IX WATER AND SEWER

9.1 <u>Water Lines</u>. The Town (i) is the certificated retail water provider for the Properties (except for the LEISD Property for which the Parties will cooperate in the Town obtaining certification under the Town's water CCN NO. 10201 as described in Section 9.3, (ii) certifies that sufficient water capacity is available to serve the Properties as developed in accordance with the Concept Plan, and (iii) will provide the necessary water capacity for Sam Hill's full development of the Properties.

(a) <u>Obligation to Construct</u>. Contemporaneously with the development of the Properties, Sam Hill, at its sole expense, will design and construct water lines and service lines on the Properties to serve future dwelling units on the Properties (the "<u>Water Facilities</u>"). The water lines and service lines shall be designed by a registered civil engineer and meet the Town's minimum standards. Prior to commencing construction of any Water Facilities, Sam Hill shall submit complete and accurate copies of all plans and specifications to the Town. After construction, the Water Facilities will be owned, operated and maintained by the Town.

(b) <u>Obligation to Fund</u>. With the exception of the oversized line described in <u>Section 9.1(e)</u>, Sam Hill shall fund, at its sole expense, all costs associated with the design and construction of the on-site Water Facilities. Sam Hill will connect to existing water lines at the intersection of Lakecrest Drive and Highridge Drive and the intersection of Parkwood Drive and Highridge Drive.

(c) <u>Easements</u>. Sam Hill shall dedicate, at no cost to the Town, all temporary and permanent easements within the Properties that are required for the Water Facilities, as determined as determined by the Town but not to exceed the requirements of Ordinance No. 14-11 (Public Works Construction Standards).

(d) <u>Compliance with Laws</u>. Sam Hill and the Town will comply with all laws and the Applicable Regulations in connection with the design and construction of the Water Facilities.

(e) <u>Oversizing</u>. The Town has requested that an oversized 12" water line be constructed with the development of the Properties from the intersection of Lakecrest Drive and Highridge Drive to the west boundary of the Properties, as shown on <u>Exhibit K</u>, to serve future customers located outside of the Properties (the "<u>Oversized Water Line</u>"). Sam Hill agrees to construct the Oversized Water Line, but it is agreed that the difference in the cost between constructing the Oversized Water Line (and any other oversized water lines required by the Town) and a standard 8" water line will be reimbursed to Sam Hill by the Town's waiver of fees in an equal amount as described in Sections 12.1 and 12.2 of this Agreement.

(f) <u>Off-Site Water Facilities</u>. Sam Hill is not required to construct any off-site Water Facilities.

9.2 <u>Wastewater Facilities</u>. The Town (i) is the wastewater provider for the Properties, (ii) certifies that sufficient wastewater capacity is available to serve the Properties as developed in accordance with the Concept Plan, and (iii) will provide the necessary wastewater capacity for Sam Hill's full development of the Properties.

(a) <u>Obligation to Construct</u>. Contemporaneously with the development of the Properties, Sam Hill, at its sole expense, will design and construct wastewater lines, service lines and a lift station (if it is determined to be necessary in Sam Hill's sole discretion) on the Properties to serve future dwelling units on the Properties (the "<u>Wastewater Facilities</u>"). The Wastewater Facilities shall be designed by a registered civil engineer and meet the Town's minimum standards and Applicable Regulations. Prior to commencing construction of any Wastewater Facilities, Sam Hill shall submit complete and accurate copies of all plans and specifications to the Town. After construction by Sam Hill and acceptance by the Town, the Wastewater Facilities will be owned, operated and maintained by the Town.

(b) <u>Obligation to Fund</u>. With the exception of the oversized lines described in Section 9.2(e), Sam Hill shall fund, at its sole expense, all costs associated with the design and construction of the on-site Wastewater Facilities. Sam Hill will connect to an existing wastewater line at the intersection of Parkwood Drive and Highridge Drive.

(c) <u>Easements</u>. Sam Hill shall dedicate in fee, at no cost to the Town, the sanitary sewer easements within the Properties which are required for the Wastewater Facilities, as determined by the Town but not to exceed the requirements of Ordinance No. 14-11 (Public Works Construction Standards).

(d) <u>Compliance with Laws</u>. Sam Hill and the Town will comply with all laws and Applicable Regulations and this Agreement in connection with the design and construction of the Wastewater Facilities.

(e) <u>Oversizing</u>. The Town has requested that an existing 6" wastewater line extending east from the intersection of Parkwood Drive and Highridge Drive, as shown on <u>Exhibit K</u>, be replaced with a 15" line (the "<u>Parkwood Wastewater Line</u>"). The Town has also requested that an oversized 12" wastewater line be constructed from the intersection of Eldorado Parkway and Lakewood Village Drive through the Properties to Highridge Drive, as shown on <u>Exhibit K</u>, to serve future customers located outside of the Properties (the "<u>Oversized Wastewater Line</u>"). Sam Hill agrees to design and construct the Parkwood Wastewater Line and the Oversized Wastewater Line with the development of the Properties. The Town agrees to reimburse Sam Hill for undertaking such construction in the form of wastewater impact fee credits in the amounts calculated as follows by the Town's waiver of fees in an equal amount as described in Sections 12.1 and 12.2 of this Agreement.

(i) For the Parkwood Wastewater Line: Sam Hill will receive wastewater impact fee credits equal to the full cost of both designing and constructing the Parkwood Wastewater Line.

(ii) For the Oversized Wastewater Line (and any other oversized lines that may be required by the Town): Sam Hill will receive wastewater impact fee credits equal to the difference between the cost of constructing the Oversized Wastewater Line (and any other oversized lines that may be required by the Town) and the cost of constructing a standard 8" wastewater line.

(f) (f) <u>Reclaimed Water Line</u>. Concurrent with the construction of the Parkwood Wastewater Line, Sam Hill will install water lines to transport recycled water from the wastewater plant to the Parkwood - Highridge intersection. The Town agrees to reimburse Sam Hill for undertaking such construction in the form of impact fee credits in the amounts calculated as follows by the Town's waiver of fees as described in Sections 12.1 and 12.2 of this Agreement.

(g) <u>Off-Site Wastewater Facilities</u>. Other than constructing the Parkwood Wastewater Line and any off-site lines that may be necessary for a mutually agreeable alternative to the lift station, Sam Hill is not required to construct any off-site Sewer Facilities.

9.3 <u>Transfer of LEISD Property to the Town's Water CCN</u>. Within thirty (30) days following its acquisition of fee simple title to the LEISD Property, Sam Hill will exercise its rights under Texas Water Code Section 13.2541 to petition the Public Utility Commission of Texas ("PUC") to release the LEISD Property from the Town of Little Elm's water CCN. The Town will pay 100% of Sam Hill's costs incurred in filing and prosecuting the CCN release petition and 100% of any required costs of compensating the Town of Little Elm under Texas Water Code Section 13.2541(f). The Town will not include such costs in impact fees charged against the Property. Sam Hill will cooperate with the Town and participate in any required PUC proceedings to the extent needed to allow the Town to become the sole certificated retail water service provider to the LEISD Property to the Town's water CCN, then the Parties acknowledge that the Town has no obligation hereunder to provide retail water service to the LEISD Property.

ARTICLE X MELODY DRIVE CONNECTION

10.1 <u>Design and Construction of Melody Drive Connection</u>. Sam Hill will, at its sole expense, design and construct a north-south road as shown on the Concept Plan and <u>Exhibit L</u> concurrent with construction of streets within the Properties which will terminate at Lot 4, Block A, Section 5, of Lakewood Village currently owned by the Town. Sam Hill will design and construct, with Town approval, a road across such Lot 4 to connect the north-south road to Melody Drive (the "<u>Melody Drive Connection</u>"), as shown on <u>Exhibit L</u>. Sam Hill has no obligation to construct any other perimeter street.

10.2 <u>Shores Entry Signage</u>. With the construction of the Melody Drive Connection, Sam Hill will, at its sole cost and expense, design and construct a monument

sign along Lakewood Village Drive to serve as the entry sign to the Shores of Lakewood Village Development ("Shores Entry Sign"). The design of the Shores Entry Sign will be consistent with the other entry signs in the Sam Hill development.

10.3 <u>Cost Reimbursement</u>. Sam Hill will be reimbursed for the cost of designing and constructing the Melody Drive Connection, and Shores Entry Signage by the Town's waiver of fees in an equal amount as described in Sections 12.1 and 12.2 of this Agreement.

ARTICLE XI PLAN APPROVAL AND DEVELOPMENT FEES

11.1 <u>Plan Approval</u>s. Upon compliance with Applicable Regulations, the Town hereby agrees to approve preliminary plats, final plats, and construction plans of the Properties that are generally in accordance with the Concept Plan and that meet or exceed the requirements of the Final Zoning and the Applicable Regulations.

11.2 <u>Development, Review and Inspection Fees</u>. Development of any portion of the Properties shall be subject to payment to the Town of the applicable fees according to Applicable Regulations and this Agreement, including without limitation fees relating to platting and any other charges and fees not expressly exempted or altered by the terms of this Agreement, except as follows:

- a. <u>Development Fees</u>. Sam Hill and the Town have entered into that certain Professional Services Agreement dated November 25, 2019 (the "<u>PSA</u>"). The PSA requires that Sam Hill pay for engineering and legal services rendered to the Town in conjunction with the Town's review and approval of this Agreement, the Original Sam Hill Property zoning application, and development plans for the Properties. Sam Hill's payment for the services outlined in the PSA shall be in lieu of the Preliminary Plat, Final Plat, and Plan Approval fees contained in Section 4 and Section 5 of Consolidated Fee Ordinance No, 19-17. Other than the fees contained within the Applicable Regulations and fees assessed by the Impact Fee Ordinance No. 17-09 not waived as provided hereunder, no other development fees, impact fees, front foot fees, pro-rata charges, capital recovery charges, or charges of any kind shall apply to the development of the Properties. In addition, Sam Hill shall not be charged for water tap fees associated with irrigation of the parks, open space, and greenbelt buffers to be dedicated to the Town.
- b. <u>Homebuilder Fees</u>. Prior to obtaining a building permit for each new dwelling unit on the Properties, Sam Hill or subsequent property owners shall be subject only to the payment of the following fees and charges listed in Consolidated Fee Ordinance No. 19-17 and Impact Fee Ordinance No. 17-09 (collectively, the "<u>Builder Fees</u>"):
 - i. Project Permit fees;
 - ii. Plan Review fees;
 - iii. Reinspection fees;

- iv. Contractor Registration fees;
- v. Certificate of Occupancy and Customer Service Inspection fees;
- vi. Water Tap and Meter fees;
- vii. Sewer Tap fees; and

viii. Any water or wastewater impact fees not credited, reimbursed by the terms of this Agreement or subsequent agreements.

c. After a period of three (3) years from the Effective Date, the Properties shall be subject to any amendments to Consolidated Fee Ordinance No. 19-17 and Impact Fee Ordinance No. 17-09 except that the fess to be waived pursuant to Article XII shall continue to be waived for any amount not yet reimbursed.

ARTICLE XII

CONTINGENCY, OTHER IMPROVEMENTS AND REIMBURSEMENT

12.1 <u>Contingency</u>. All of Sam Hill's obligations to construct public improvements set forth in Articles VI through XII of this Agreement and Sam Hill's acknowledgements and agreements of Article V of this Agreement are contingent on the Town adopting an abandonment ordinance as outlined in this Section 6.1, abandoning to Sam Hill at no cost to Sam Hill, the section of Lakecrest Drive extending from Eldorado Parkway to Highridge Drive, as shown on <u>Exhibit G</u> and on the Town expanding the Neighborhood Empowerment Zone to include the LEISD Property within 30 days of its annexation.

12.2 <u>Improvements and Budget</u>. This Agreement contains obligations for Sam Hill to design and/or construct the improvements listed in the following table (collectively, the "<u>Improvements</u>") and for the Town to reimburse Sam Hill for the cost of designing and/or constructing the Improvements by the waiver of Impact Fees (as defined below). The Improvements and the estimated budgets for design and/or construction of the Improvements (the "<u>Estimated Cost(s)</u>") are:

Improvements	Section	Estimated Cost(s)
Design and Installation of Traffic Signals	Section 6.3	\$350,000
Construction of the Town Entry Feature	Section 7.1 and 7.2	\$400,000
Construction of Oversized Water Line	Section 9.1(f)	\$40,000
Construction of Parkwood Wastewater Line	Section 9.2(e)	\$90,000
Construction of Oversized Wastewater Line	Section 9.2(e)	\$15,000
Design & Construction of Melody Drive Connection	Section 10.1 and 10.2	\$30,000
Design & Construction of two additional turn lanes Lakewood Village Drive	Section 6.2	\$30,000
Shores entry signage	Section 10.2	\$25,000
Parkwood Recycled water line	Section 9.2(f)	\$10,000
	Total	\$990,000

If prior to construction, Sam Hill finds that the cost of an improvement will exceed the Estimated Cost, Sam Hill will present a minimum of three (3) bids to the Town for the Town's review. The Town and Sam Hill will then mutually decide if they want to proceed with the project subject to the increase in cost.

12.3 <u>Reimbursement by Waiver of Fees</u>. As Sam Hill completes the various Improvements, Sam Hill will provide copies of all invoices for the project to the Town to document the final cost of the improvement(s) (the "<u>Final Cost</u>"). The Town will then waive Water Impact Fees and Wastewater Impact Fees (collectively, the "<u>Impact Fees</u>") for an equal number of homes to be constructed within the Properties in an amount equal to the cost to design and/or construct the improvement(s). The fees include:

Fee	Fee Amount
Water Impact Fee (based on a 5/8" meter) *	\$6,724
Wastewater Impact Fee (based on a 5/8" meter)	\$2,788
Total Reimbursement Fees per Unit	\$9,512

* If the CCN for the LEISD Property is not transferred to the Town, the Water Impact Fee will not apply to the LEISD Property.

Based on Tables 12.2 and 12.3, and assuming the CCN is transferred to the Town or the Town otherwise becomes the retail water provider for the LEISD Property, and the final cost of designing and constructing the improvements is equal to the Estimated Cost, Impact Fees would be waived for the first 104 homes.

<u>Calculation</u>: Final Cost of \$990,000 / Impact Fees per Unit of \$9,512 = 104.homes

Once the Final Cost of an Improvement is finalized and it is determined if the CCN for the LEISD Property will or will not be transferred to the Town, the Town and Sam Hill will amend this agreement to mutually determine a formula to fully reimburse Sam Hill for the Final Cost of the Improvements. It is also anticipated that other terms of the agreement and Exhibits F,G,H,and J will be amended.

After all improvements have been completed, Sam Hill and the Town will revise the waiver formula to account for the actual aggregate costs incurred for all of the improvements.

12.4 <u>Impact fee adjustment for 1-inch water meter</u>. The water impact fee for a one-inch meter is \$16,810. If a one-inch meter is to be installed, the builder shall be responsible for the additional payment of \$10,086 (\$16,810-\$6,724) prior to the issuance of a building permit for the applicable home.

ARTICLE XIII THIRD PARTY BENEFICIARIES

Except for the successors and assigns of Sam Hill as provided by <u>Article XIV</u>, this Agreement is for the benefit of the Parties and shall not be construed to confer any benefit on any other party except as expressly provided herein.

ARTICLE XIV ASSIGNMENT OF AGREEMENT

All rights of LEISD under this Agreement shall inure to the benefit of Sam Hill upon Sam Hill taking title to the LEISD Property. The rights and obligations of Sam Hill under this Agreement are binding upon, and accrue to the benefit of, Sam Hill and the Town. Sam Hill and its successors and assigns ("<u>Assignor</u>") shall have the right, from time to time, to sell, transfer, convey, donate, assign, pledge, mortgage, or encumber all or any part of Assignor's rights and obligations under this Agreement (a "<u>Transfer</u>") to any person or entity ("<u>Assignee</u>"), only with the Town's written consent (which shall not be unreasonably withheld, delayed or conditioned), provided Assignor is not in breach of this Agreement at the time of such Transfer and upon such Transfer (other than a collateral assignment to a lender), Assignor shall be released from the liabilities, responsibilities and obligations hereof to the extent of the land involved in such Transfer.

ARTICLE XV MISCELLANEOUS PROVISIONS

15.1 <u>Recitals</u>. The Recitals set forth in this Agreement are true and correct, are binding upon the Parties, and form the basis upon which the Parties entered into this Agreement.

15.2 <u>Conflicts</u>. In the event a court of competent jurisdiction determines there is a conflict between this Agreement and the application of any other ordinance, rule, regulation, standard, policy, order, guidelines or other Town-adopted or Town-enforced requirement, whether existing on the Effective Date or hereinafter adopted, then this Agreement shall control. In the event of any conflict between any final plat and the Final Zoning, the final plat shall control.

15.3 <u>Default; Remedies</u>. No Party shall be in default under this Agreement until written notice of such Party's alleged failure to perform has been given to the other Party (including a description of the alleged failure) and until such Party has had an opportunity to cure the alleged failure for thirty (30) days after the notice is given. Notwithstanding the foregoing, if the failure cannot reasonably be completed within 30 days, a Party who has commenced to cure within thirty (30) days shall not be in default for the time period necessary to complete the cure, provided such Party is diligently pursuing to cure.

If Sam Hill fails to comply with any provision of this Agreement after the giving of notice and the expiration of the cure period, Town shall have the following remedies, in addition to Town's other rights and remedies:

(a) to refuse to issue building permits for the Sam Hill Properties, where "Sam Hill Properties" refers to the property owned by Sam Hill following the exchange with the LEISD; and/or

(b) to refuse to accept any portion of any future public improvements on the Sam Hill Properties and/or associated with the development of the Property; and/or

(c) to refuse to provide the impact fee credits to Sam Hill.

If Sam Hill fails to comply with any provision of this Agreement after the giving of notice and expiration of the cure period, the Town can pursue a court action for the injunctive relief, specific performance and/or mandamus.

If the Town fails to comply with any provision of this Agreement after the giving of notice and expiration of the cure period, Sam Hill may only pursue a breach of contract claim, in addition to a court action for injunctive relief, specific performance and/or mandamus. All other remedies are waived by Sam Hill against the Town and its officials and employees.

Any remedies hereunder shall be directed solely to the failed obligation and shall not address or include any activity or actions not directly related to the failed obligation.

15.4 Force Majeure. In the event any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, other than any Party's obligations to pay funds to any other Party, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and the full particulars of such force majeure to the other Parties. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, County or any civil or military authority, insurrections, protests, riots, vandalism, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, fire, subsidence, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, electric supply, and inability to provide water necessary for operation of the water and sanitary sewer systems hereunder, or of the Town to receive wastewater, and any other inabilities of any Party, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the exercise of reasonable due diligence and care and which the Party is proceeding promptly to cure, if within the Party's ability to cure. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands

of the opposing party or parties when such settlement is unfavorable to it in the judgment of the Party having the difficulty.

15.5 <u>Approvals and Consents</u>. Approvals or consents required or permitted to be given under this Agreement that are not ministerial shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate Party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the Party.

15.6 <u>Notices</u>. Any notice or other communication required by this Agreement to be given, provided, or delivered to a Party shall be in writing addressed to the Parties as set forth below. Notices shall be considered "given" for purposes of this Agreement: (a) if by Certified Mail, five business days after deposited with the U.S. Postal Service, Certified Mail, return Receipt Requested; (b) if by private delivery service (e.g., FedEx or UPS), on the date delivered to the notice address as evidenced by a receipt signed by any person at the notice address; or (c) if by any other means (including, but not limited to, FAX and E-mail), when actually received by the Party at the notice address.

If to the Town, to:

Town of Lakewood Village, Texas Attn: Mayor and Town Administrator 100 Highridge Drive Lakewood Village, Texas 75068 Fax: (972) 292-2812 Email: mark@lakewoodvillagetx.us linda@lakewoodvillagetx.us

with a copy to:

Andy Messer Messer, Fort & McDonald, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 Fax: (972) 668-6414 Email: andy@txmunicipallaw.com

If to Sam Hill, to:

Sam Hill Venture Attn: Jim Williams, Jr. 5850 Granite Parkway, Suite 100 Plano, Texas 75024 Fax: (214) 618-3815 Email: jim@landplan.net with copy to:

LandPlan Development Corp. Attn: Douglas Mousel 5850 Granite Parkway, Suite 100 Plano, Texas 75024 Fax: (214) 618-3815 Email: doug@landplan.net

If to the LEISD, to:

Little Elm Independent School District Attn: Rod Reeves 300 Lobo Lane Little Elm, TX 75068 Fax: (972) 292-1582 rreeves@leisd.ws

with a copy to:

Elisabeth Nelson Walsh, Gallegos Trevino Russo & Kyle P.C. 105 Decker Ct, Suite 600 Irving, TX 75062 Fax: (214) 574-8800 enelson@wabsa.com

Each Party has the right to change, from time to time, its notice addresses by giving at least ten (10) days written notice to the other Parties. If any time period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the period shall be extended to the first business day following such Saturday, Sunday, or legal holiday.

15.7 <u>No Additional Waiver Implied</u>. The failure of any Party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other Parties.

15.8 <u>Reservation of Rights</u>. All rights, powers, privileges and authority of the Parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the Parties and, from time to time, may be exercised and enforced by the Parties.

15.9 <u>Captions</u>. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the Parties hereto or any provisions hereof, or in ascertaining the intent of any Party, with respect to the provisions hereof.

15.10 <u>Severability</u>. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

15.11 <u>Amendments</u>. This Agreement may only be amended by a written agreement signed by the Parties, or as to LEISD or Sam Hill their successors in title to the Properties. Accordingly, LEISD shall not be a necessary party to any amendment made subsequent to the Exchange Closing unless said amendment shall affect the property owned by LEISD.

15.12 Binding Obligation; Releases; Estoppel.

(a) <u>Binding Obligation</u>. This Agreement shall bind and inure to the benefit of the Parties hereto, and their permitted successors and assigns.

(b) <u>Releases</u>. From time to time the applicant for any final plat (or the owner of the land covered by any final plat) may request, in writing, that the Town execute, in recordable form, a release of the obligations imposed upon Sam Hill by this Agreement with respect to any portion of the Properties covered by an approved final plat (subject, however, to the continuing applicability of the "regulations that apply to specific lots" as identified above).

(c) <u>Estoppel Certificates</u>. From time to time upon written request of Sam Hill or any future owner, and upon the payment to the Town of a \$1000.00 fee plus all reasonable costs incurred by the Town in providing the certificate described in this section, the Town Administrator, or his/her designee will, in his official capacity and to his reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

15.13 <u>Authority</u>. By executing below, the Parties agree that they have all necessary authority to enter into this Agreement, including any necessary approval by partners, directors or council members.

15.14 <u>Non-Waiver of Government Immunity</u>. The Town does not waive sovereign immunity from suit and liability for the purpose of enforcing this Agreement, except for specific performances, injunction or mandamus actions against the Town.

15.15 <u>Construction and Venue</u>. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect and venue for any action shall lie only in Denton County, Texas.

15.16 <u>Exhibits</u>. The following exhibits are attached to this Agreement and incorporated herein for all purposes as if set forth in full in the body of this Agreement:

Exhibit A	Legal Description of the Original Sam Hill Property
Exhibit A-l	Depiction of the Original Sam Hill Property
Exhibit B	Legal Description of the LEISD Property

Exhibit B-l	Depiction of the LEISD Property
Exhibit C	Legal Description of the Sam Hill Exchange Tract
Exhibit C-l	Depiction of the Sam Hill Exchange Tract
Exhibit D	Concept Plan
Exhibit E	Land Use and Development Regulations of the LEISD Property
Exhibit F	Final Zoning
Exhibit G	Abandoned 60' right-of-way easement
Exhibit H	Traffic Signal Location
Exhibit I	Form of License Agreement
Exhibit J	Entry Feature Plans
Exhibit K	Water and Wastewater Lines
Exhibit L	Melody Drive Connection

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this agreement in multiple copies, each of equal dignity, on this the ______ day of ______, 2020.

LITTLE ELM INDEPENDENT SCHOOL DISTRICT, A Texas independent school district

By: _____

SEAL]

STATE OF TEXAS

COUNTY OF DENTON

Before me the undersigned notary public appeared ______, on behalf of Little Elm Independent School District, a Texas independent school district, for the consideration therein expressed.

Notary Public for the State of Texas

[SEAL]

SAM HILL VENTURE, a Texas joint venture

By: JW Partners, Ltd., a Texas limited partnership, Venturer By: Texas Land Management, L.L.C.,

a Texas limited liability company, its General Partner

By: _

A.J. Reed, Venturer

STATE OF TEXAS

COUNTY OF COLLIN

Before me the undersigned notary public appeared Jim Williams, Jr., Chairman of Texas Land Management, L.L.C., a Texas limited liability company, General Partner of JW Partners, Ltd., a Texas limited partnership, Venturer, on behalf of Sam Hill Venture, a Texas joint venture, and on behalf of such limited liability company, limited partnership and venture for the consideration therein expressed.

Notary Public for the State of Texas

[SEAL]

STATE OF TEXAS

COUNTY OF COLLIN

Before me the undersigned notary public appeared A.J. Reed, Venturer, on behalf of Sam Hill Venture, a Texas joint venture, for the consideration therein expressed.

Notary Public for the State of Texas

[SEAL]

IN WITNESS WHEREOF, the Parties hereto have executed this agreement in multiple copies, each of equal dignity, on this the ______ day of ______, 2020.

TOWN OF LAKEWOOD VILLAGE

By: _____

Name: Dr. Mark E. Vargus

Title: <u>Mayor</u>

STATE OF TEXAS

COUNTY OF DENTON

Before me the undersigned notary public appeared Dr. Mark E. Vargus, Mayor of the Town of Lakewood Village, Texas on behalf of the Town of Lakewood Village, Texas for the consideration therein expressed.

Notary Public for the State of Texas

[SEAL]

EXHIBIT A LEGAL DESCRIPTION OF THE ORIGINAL SAM HILL PROPERTY

SITUATED in the City of Lakewood Village, in the William Loftin Survey, Abstract No. 750 and the Benjamin C. Shahan Survey, Abstract No. 1169 of Denton County, Texas and being a part of that certain called 77.89 acre tract of land described in a Warranty Deed from Palmetto Associates, Inc. to Sam Hill Venture, dated March 5, 2004 and recorded in Document No. 2004-39575, Deed Records, Denton County, Texas (D.R.D.C.T.) and said parcel of land being more particularly described by metes & bounds as follows:

BEGINNING at a 5/8 inch iron rod, topped with a plastic cap, stamped "DCA Inc." found for the northeast corner of the above described 77.89 acre Sam Hill Venture tract and said point being on the south line of Block 1 of Sunrise Bay At Lake Lewisville, an addition to the City of Lakewood Village, according to the plat thereof, recorded in Cabinet L, Page 224, Plat Records, Denton County, Texas (P.R.D.C.T.) and same being the northwest corner of Lot 1, Block H of Lakewood Village, Second Section, an addition to the City of Lakewood Village, according to the plat thereof, recorded in Cabinet J, Page 79, P.R.D.C.T.

THENCE: South 03 deg. 47 min. 29 sec. East along the west line of said Lot 1, Block H of Lakewood Village, Second Section, a distance of 145.41 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for the southwest corner of Lot 1, on the north right-of-way line of Lakecrest Drive (a 60' wide public right-of-way as per the above described plat of Lakewood Village, Second Section;

THENCE: South 86 deg. 46 min. 49 sec. West, along the north right-of-way line of said Lakecrest Drive, a distance of 30.54 feet to a 1/2 inch iron rod found for the most westerly northwest corner of said Lakewood Village, Second Section;

THENCE: South 00 deg. 31 min. 42 sec. East, across said Lakecrest Drive and along the east line of said Sam Hill tract and the west line of said Lakewood Village addition, at 60.35 feet passing the intersection of the south right-of-way line of said Lakecrest Drive and the west right-of-way line of High Ridge Drive (a 60' wide public right-of-way, dedicated by the above described plat) and continuing along the east line of said Sam Hill tract and the west line of said Lakewood Village addition as well as the west right-of-way line of said High Ridge Drive for a total distance of 332.60 feet to a 1/2 inch iron rod found for corner

THENCE: South 18 deg. 50 min. 58 sec. East, continuing along the common line of said Sam Hill tract and High Ridge Drive, a distance of 986.96 feet to a 1/2 inch iron rod found for corner at the beginning of a curve to the right, having a radius of 984.48 feet, a central angle of 02 deg. 35 min. 52 sec. and a chord that bears South 16 deg. 05 min. 57 sec. East – 44.63 feet;

THENCE: Continuing along the easterly line of said Sam Hill tract and the west right-of-way line of said High Ridge Drive and along said curve to the right, an arc distance of 44.64 feet to 1/2 inch iron rod, topped with a plastic cap, stamped "RPLS 2437", found for the southeast corner of said Sam Hill tract and same being the northeast corner of Block A of Shores of

Lakewood Village, Section 5, an addition to the City of Lakewood Village according to the plat thereof, recorded in Cabinet K, Page 201, P.R.D.C.T.;

THENCE: North 89 deg. 41 min. 51 sec. West, departing from said High Ridge Drive, along the common line of said Sam Hill tract the Shores of Lakewood Village, Section 5, a distance of 534.51 feet to a 1/2 inch iron rod found for an angle corner;

THENCE: South 44 deg. 22 min. 03 sec. West, continuing along said common line, at 380.0 feet, passing the northwest corner of said Block A of Shores of Lakewood Village, Section 5 and same being the most northerly corner of Block A of Shores of Lakewood Village, Section 5, Phase 3, an addition to the City of Lakewood Village according to the plat thereof, recorded in Cabinet L, Page 271, P.R.D.C.T. and continuing along said Phase 3 for a total distance of 1,768.97 feet to a 1/2 inch iron rod found for an angle corner;

THENCE: North 89 deg. 32 min. 14 sec. West, along the occupied north line of said Phase 3, a distance of 1,066.65 feet to a point United States Corp of Engineers concrete monument with a brass disc, stamped E-415-0-A (hereinafter referred to as COE Mon.) for the northwest corner of said Shores of Lakewood Village, Section 5, Phase 3 and the southwest corner of this tract and said point also being the southwest corner of a called 4.04 acre overflow easement described as "Parcel 2 of Tract No. E-418" in a Quitclaim Deed to the United States of America, recorded in Volume 465, Page 88, D.R.D.C.T.;

THENCE: Departing from the occupied north line of said Shores of Lakewood Village, Section 5, Phase 3, in a northeasterly direction, along the west line of said Sam Hill tract and said overflow easement as follows:

North 66 deg. 00 min. 59 sec. East, a distance of 392.15 feet to a COE Mon. No. E-418-2 found for corner;

North 36 deg. 13 min. 56 sec. East, a distance of 187.73 feet to a COE Mon. No. E-418-3 found for corner;

North 75 deg. 31 min. 16 sec. East, a distance of 119.37 feet to a COE Mon. No. E-418-4 found for corner;

North 34 deg. 05 min. 33 sec. East, a distance of 350.37 feet to a COE Mon. No. E-418-5 found for the north corner of said overflow easement, on the west line of said William Loftin Survey and the east line of the above mentioned Benjamin C. Shahan Survey, Abstract No. 1169 of Denton County, Texas;

THENCE: North 00 deg. 23 min. 46 sec. West, departing from said easement, continuing along the west line of said Sam Hill tract and the common line of said Loftin and Shahan Survey Abstracts, a distance of 86.22 feet to a COE Mon. No. E-418-6 found for corner;

THENCE: North 72 deg. 15 min. 48 sec. West, departing from said common Abstract line and continuing along the westerly line of said Sam Hill tract, a distance of 140.97 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for corner and said point also being on the easterly line of that certain called 19.429 acre tract of land described in a deed to Philip L. Hancock, Lynn A. Hancock and Stephen R. Dumaine, recorded in Document 2006-47468, D.R.D.C.T.;

THENCE: North 01 deg. 01 min. 19 sec. West, along the common line of said Sam Hill tract and said Hancock tract, a distance of 54.96 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for corner;

THENCE: North 43 deg. 58 min. 41 sec. East, at 190.0 feet crossing the east line of the Shahan Survey and the west line of the Loftin Survey and continuing along the common line of said Sam Hill and Hancock tracts for a total distance of 590.32 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for corner;

THENCE: North 01 deg. 01 min. 19 sec. West, continuing along the common line of said Sam Hill and Hancock tracts, a distance of 834.84 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for corner;

THENCE: North 43 deg. 58 min. 41 sec. East, continuing along the common line of said Sam Hill and Hancock tracts, a distance of 590.32 feet to a 1/2 inch iron rod, found for corner;

THENCE: North 00 deg. 29 min. 04 sec. West, continuing along the common line of said Sam Hill and Hancock tracts, a distance of 119.24 feet to a 1/2 inch iron for the most westerly northwest corner of said Sam Hill tract, on the south line of that certain tract of land described as "Tract One" in a deed to Little Elm Independent School District, recorded in Document No. 97-0046698, D.R.D.C.T.;

THENCE: North 88 deg. 49 min. 35 sec. East, along the common line of said Sam Hill and Little Elm I.S.D. tracts, a distance of 391.31 feet to a 1/2 inch iron rod found for corner;

THENCE: North 01 deg. 25 min. 12 sec. West, continuing along said common line, a distance of 40.19 feet to a 3/8 inch iron rod found for corner;

THENCE: North 86 deg. 54 min. 05 sec. East, continuing along said common line, a distance of 499.49 feet to a 3/8 inch iron rod found for the southeast corner of said Little Elm I.S.D. tract and same being the southwest corner of the above described Block 1 of Sunrise Bay at Lake Lewisville addition;

THENCE: North 85 deg. 09 min. 48 sec. East, along the common line of said Sam Hill tract and said addition, a distance of 187.03 feet to the POINT OF BEGINNING and containing 3,377,257 square feet or 77.531 acres of land.

EXHIBIT A-1 DEPICTION OF THE ORIGINAL SAM HILL PROPERTY

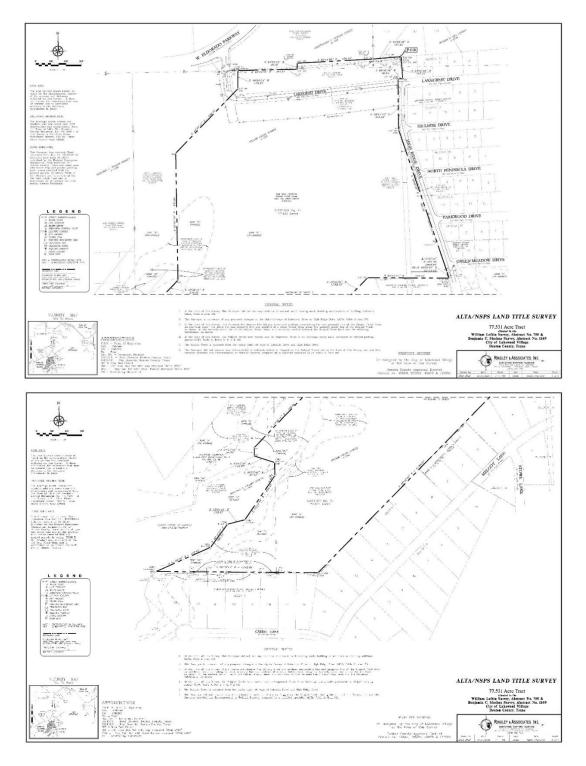


EXHIBIT B LEGAL DESCRIPTION OF THE LEISD PROPERTY

LEGAL DESCRIPTION (Tract 1)

SHUATED in the Christopher C. Dickson Survey, Abstract No. 339 of Denton County, Teras and being part of that certain called 16.964 acre tract (including public right-of-way) of land described in a Special Warranty Deed from the Town of Little Rhm, Teras to Little Rhm Independent School District, recorded in Document No. 97-0048698, Deed Records, Denton County, Teras (D.R.D.C.T.) and being all of that certain called 0.11 acre tract described in a Special Warranty Deed from Denton County, Teras to Little Rhm Independent School District, recorded in Document No. 2009-41502, D.R.D.C.T. and being more particularly described by metes & bounds as follows:

EXCENNIONG at a 3/8 meh iron rod found at the southeast corner of the above described 16.964 acre tract and the southwest corner of Elock 1 of Sunrise Bay At Lake Lewisville, an addition to Denton County. Texas, according to the plat thereof, recorded in Cabinet L, Page 224, Plat Records, Denton County, Texas (P.R.D.C.I.) and said beginning point also being on the north line of that certain called 77.89 acre tract of land described in a deed to Sam Hill Venture, recorded in Document No. 2004-39575, D.R.D.C.T.;

THENCE: South 86 deg. 56 min. 31 sec. West, along the common line of said 16.964 acre tract and said 77.89 acre tract, a distance of 499.50 feet to a 5/8 inch iron rod found for corner;

THENCE: South 01 deg. 25 min. 12 sec. East, continuing along said common line, a distance of 40.19 feet to a 1/2 inch iron red found for corner;

THENCE: South 88 deg. 50 min. 03 sec. West, continuing along said common line, at 391.40 feet, passing a 1/2 inch iron rod found for the northwest corner of said 77.89 acre tract and same being the northwast corner of that certain called 19.249 acre tract of land described in a deed to Philip L. Bancock and wife, Lynn A. Hancock and Stephen R. Dumaine, recorded in Document No. 2006-47468, D.R.D.C.T., and continuing for a total distance of 437.11 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped 'EPLS 3047', found for the most southerly southwest corner of this tract on the east right-of-way line of Lakecrest Drive (a public road, dedicated to Denton County, Texas, Document No. 2006-66546, D.R.D.C.T.) and said point also being the most northerly northeast corner of that certain 60 foot wide public right-of-way dedication conveyed to the City of Lakewood Village (First Tract), recorded in Volume 960, Page 824, D.R.D.C.T.;

THENCE: North 03 deg. 11 min. 05 sec. West, along the east right—of—way line of said Lakecrest drive, at 100.16 feet, passing the south corner of the above described 0.11 acre tract and continuing for a total distance of 122.44 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped "RPLS 3047", found at the beginning of a curve to the right, having a radius of 10.00 feet, a central angle of 59 deg. 40 min. 14 sec. and a chord that bears North 26 deg. 49 min. 03 sec. East — 9.95 feet;

THENCE: Along the westerly line of said 0.11 acre tract and with said curve to the right, an arc distance of 10.41 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped 'RPLS 3047', found for corner on the southwesterly right-of-way line of W. Eldorado Parkway (a variable width public right-of-way) and said point being the beginning of a non-tangent curve to the left, having a radius of 1,006.60 feet, a central angle of 15 deg. 31 min. 46 sec. and a chord that bears North 48 deg. 58 min. 05 sec. East - 272.00 feet;

THENCE: Along the common line of said 0.11 acre tract and said W. Eldorado Parkway, an arc distance of 272.83 feet to L/2 inch iron rod, topped with a plastic cap, stamped "RPLS 3047", found for the northern corner of said 0.11 acre tract and said point being the beginning of a non-tangent curve to the left having a radius of 590.00 feet, a central angle of 05 deg. 29 min. 04 sec. and a chord that bears North 27 deg. 19 min. 12 sec. East - 56.45 feet;

THENCE: Continuing along the southeasterly right-of-way line of said W. Eldorado Parkway and with said curve to the left, an arc distance of 56.48 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped RFLS 3047, found for the southeast corner of that ourtain called 0.587 acre tract of land described in a deed from Little Elm Independent School District to Dentom County, Texas, recorded in Document No. 98-0026096, D.R.D.C.T. and said point being the beginning of another non-tangent curve to the left, having a radius of 994.93 feet, a central angle of 11 deg. 58 min. 18 sec. and a chord that bears North 31 deg. 51 min. 40 sec. Rast - 206.93 feet;

THENCE: Continuing along the common line of said W. Elderado Parkway and said 0.587 acre tract, an are distance of 207.30 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped "RPLS 3047", found for corner at the end of said curve;

THRMCR: North 25 deg. 55 min. 10 sec. Rast. a distance of 927.87 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped "RPLS 3047", found on the north line of said 16.964 acre tract and on the south line of that certain tract of land described in a deed to the Town of Little Elm (Little Elm Sunrise Bay Water Plant), recorded in Document No. 1995-0078024, D.R.D.C.T.;

THENCE: North 89 deg. 17 mm. 47 sec. Rest, departing from said W. Eldorado Farkway, along the common hime of said 16.964 acre tract and said Town of Little Finn tract, a distance of 175.42 feet to a 1/2 meh iron rod, topped with a red plastic cap, stamped "RFLS 4701", set in a landscaped area, next to a stone screening fence, for the northeast corner of said 16.964 acre tract and the southeast corner of said Town of Little Kinn tract and said point being on the west line of the above described Block 1 of Sunrise Bay &t Lake Lewisville;

THENCE: South 00 deg. 42 min. 14 sec. East, along the common line of said 16.964 acre tract and Block 1, a distance of 1,296.79 feet to the PODAT OF BEGEORERG and containing 706,074 square feet or 16.209 acres of land.

LEGAL DESCRIPTION (Tract 2)

SITUATED in the Christopher C. Dickson Survey, Abstract No. 339 of Denton County, Texas and being part of that certain called 15.964 acre tract (including public right-of-way) of land described in a Special Warranty Deed from the Town of Little Elm, Texas to Little Elm Independent School District, recorded in Document No. 97-0046698, Deed Records, Denton County, Texas (D.R.D.C.T.) and being more particularly described by metes & bounds as follows:

BEGOMENG at a 1/2 inch iron rod, topped with a plastic cap, stamped "RPLS 3047", found for the most westerly southwest corner of the above described 18.984 acre tract, on the north line of that certain called 19.429 acre tract of land described in a deed to Philip L. Hancock and wife, Lynn A. Hancock and Stephen R. Dumaine, recorded in Document No. 2008-47468, D.R.D.C.T.;

THENCE: North 08 deg. 55 min. 00 sec. West, along the most westerly west line of said 18.964 acre tract, a distance of 29.39 feet to a 1/2 mch iron rod, topped with a plastic cap, stamped "BPLS 3047", found on the southern right-of-way line of W. Eldorado Parkway (a variable width public right-of-way) for the most westerly northwest corner of said 16.964 acre tract and said point being in a non-tangent curve to the left, having a radius of 614.90 feet, a central angle of 14 deg. 41 min. 56 sec. and a chord that bears North 73 deg. 25 min. 24 sec. East - 157.32 feet;

THENCE: Along the common line of said 16.964 acre tract and said W. Eldorado Parkway, an arc distance of 157.75 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped 'RPIS 3047', found for corner on the west right-of-way line of Lakecrest Drive (a public road, dedicated to Denton County, Texas, Document No. 2008-66546, D.R.D.C.T.);

THENCE: South 03 deg. 03 min. 13 sec. East, departing from said W. Eldorado Parkway, along the west right-of-way line of said Lakecrest Drive, a distance of 70.34 feet to a 1/2 inch from rod found for the southwest corner of said Lakecrest Drive tract, on the south line of said 16.064 acre tract and the north line of the above described 19.429 acre Hancock tract and said point also being the most northerly narthwest corner of that certain 60 foot wide public right-of-way dedication conveyed to the City of Lakewood Village (First Tract), recorded in Volume 980, Page 824, D.R.D.C.T.;

THENCE: South 88 deg. 35 min. 35 sec. West, departing from said Lakecrest Drive, along the common line of said 16.964 acre tract and said 19.429 acre Mancock tract, a distance of 150.01 feet to the POINT OF BEGOMENTG and containing 7,035 square feet or 0.162 acres of land.

EXHIBIT B-1 DEPICTION OF THE LEISD PROPERTY

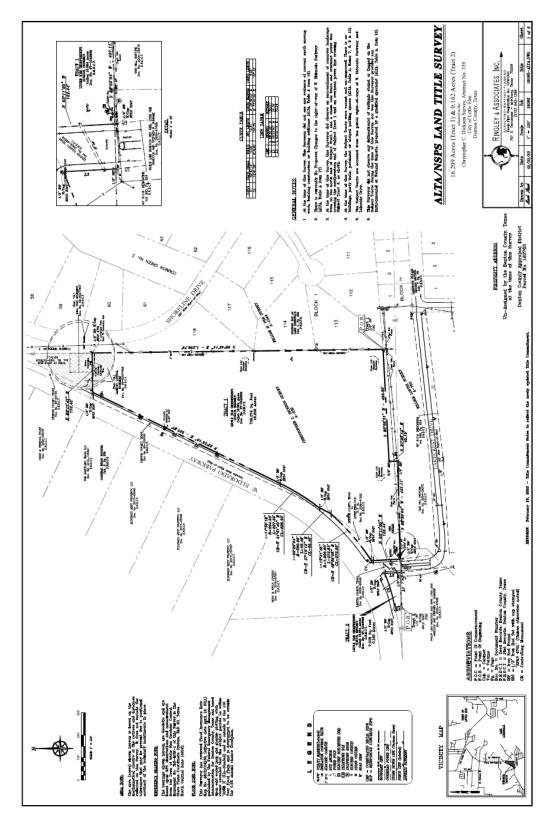


EXHIBIT C LEGAL DESCRIPTION OF THE SAM HILL EXCHANGE TRACT

SITUATED in the City of Lakewood Village, in the William Loftin Survey, Abstract No. 750 of Denton County, Texas and being a portion of that certain called 77.89 acre tract of land described in a Warranty Deed from Palmetto Associates, Inc. to Sam Hill Venture, dated March 5, 2004 and recorded in Document No. 2004-39575, Deed Records, Denton County, Texas (D.R.D.C.T.) and said parcel of land being more particularly described by metes & bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the northeasterly inside ell corner of the above described 77.89 acre Sam Hill Venture tract and said point being on the north right-of-way line of Lakecrest Drive (a 60 wide public right-of-way as dedicated by Volume 960, Page 824, D.R.D.C.T.) and said point also being the most westerly northwest corner of Lakevood Village, Second Section, an addition to the City of Lakewood Village, according to the plat thereof, recorded in Cabinet J, Page 79, Plat Records, Denton County, Texas;

THENCE: South 00 deg. 31 min. 42 sec. East, across said Lakecrest Drive and along the east line of said 77.89 acre tract and the west line of said Lakewood Village addition, a distance of 38.21 feet to a mag nail with a steel washer, stamped 'RPLS 4701', set in concrete on the south side of said Lakecrest Drive for the POINT OF BEGINNING and said point being the northeast corner of the hereinafter described parcel of land;

THENCE: South 00 deg. 31 min. 42 sec. East, continuing across said Lakecrest Drive, at 22.14 feet, passing the intersection of the south right-of-way line of said Lakecrest Drive and the west right-of-way line of High Ridge Drive (a 60 wide public right-of-way, dedicated by the above described plat) and continuing along the east line of said 77.89 acre tract and the west line of said Lakewood Village addition as well as the west right-of-way line of said High Ridge Drive for a total distance of 294.39 feet to a 1/2 inch iron rod found for corner;

THENCE: South 18 deg. 50 min. 58 sec. East, continuing along the common line of said 77.89 acre tract and High Ridge Drive, a distance of 544.61 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped 'RPLS 4701', set for the southeast corner of this parcel of land;

THENCE: South 88 deg. 50 min. 10 sec. West, departing from the west right-of-way line of said High Ridge Drive, over and across said 77.89 acre tract, a distance of 227.07 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for corner at the beginning of a curve to the left, having a radius of 675.00 feet, a central angle of 33 deg. 06 min. 39 sec. and a chord that bears South 73 deg. 43 min. 07 sec. West -384.67 feet;

THENCE: Continuing across said 77.89 acre tract, with said curve to the left, an arc distance of 390.08 feet to 1/2 inch iron rod, topped with a red plastic cap, stamped 'RPLS 4701', set for corner at the end of said curve;

THENCE: South 57 deg. 09 min. 47 sec. West, continuing across said 77.89 acre tract, a distance of 112.36 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for the southwest corner of this parcel of land;

THENCE: North 32 deg. 32 min. 42 sec. West, continuing across said 77.89 acre tract, a distance of 147.26 feet to 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for corner at the beginning of a curve to the right, having a radius of 810.00 feet, a central angle of 31 deg. 58 min. 54 sec. and a chord that bears North 16 deg. 33 min. 15 sec. West - 446.28 feet;

THENCE: Continuing across said 77.89 acre tract, in a northerly direction, with said curve to the right, an arc distance of 452.13 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for corner at the end of said curve;

THENCE: North 00 deg. 33 min. 48 sec. West, continuing across said 77.89 acre tract, at 328.80 feet, passing the south right-of-way line of the above described Lakecrest Drive and at 388.90 feet, passing the north-right-of-way line of said Lakecrest Drive and continuing for a total distance of 419.53 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped 'RPLS 4701', set for the northwest corner of this parcel of land;

THENCE: North 89 deg. 04 min. 10 sec. East, continuing across said 77.89 acre tract, at 344.21 feet, again passing the north right-of-way line of said Lakecrest Drive and continuing across said Lakecrest Drive for a total distance of 722.60 feet to the POINT OF BEGINNING and containing 651,214 square feet or 14.950 gross acres of land (0.835 acres within the right-of-way of lakecrest Drive).



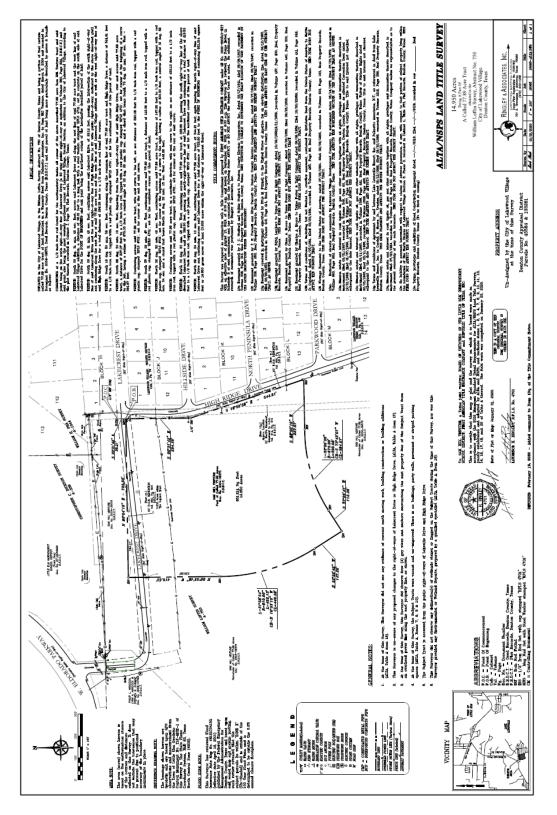


EXHIBIT D CONCEPT PLAN

The Concept Plan conceptually illustrates the project boundaries, land use types, approximate locations of lots, roadways, parks, and open space. Final locations of lots, roadways, parks, and open space will be determined at the time of plat approval and shall be developed in accordance with Town ordinances.



LAND USE AND DEVELOPMENT REGULATIONS OF THE LEISD PROPERTY

1. Permitted Uses

A. <u>Allowed Uses</u>: Permitted land uses are as follows:

Garage Apartment Guest House Single Family Residence Accessory Structure - C Child-Care: Home - C Home Occupation – C Homebuilder Marketing Center – C Municipal Uses Operated by the Town Parks or Open Space Electrical Sub Station - S Telephone Exchange – S Temporary buildings of the builders and uses incidental to construction work on the premises, which shall be removed upon completion of such work.

*C – specifies a conditional use which is permitted if the conditional development standards contained in the Zoning Ordinance are met. *S - indicates Specific Use Permit is required

2. Development Standards - Single-Family Residential

A. <u>Area and building requirements</u>: The development standards for the lots are outlined in the following Table 1.

Table 1

Setbacks		
Minimum Front Yard	10 ft	
Minimum Front Yard for porches and swing-in garages	5 ft	
Minimum Side Yard – Dwelling or Accessory Structure	5 ft	
Minimum Rear Yard – Dwelling or Accessory Structure	5 ft	
Minimum Side Yard – Pool and/or Spa	5 ft	
Minimum Rear Yard – Pool and/or Spa	5 ft	
Minimum Side Yard (adjacent to a street)	10 ft	

Lot Dimensions	
Minimum Area	5,000 ft ²
Minimum Width	50 ft
Minimum Depth	None

Dwellings	
Minimum Dwelling Area – Single Story	$1,400 \text{ ft}^2$
Minimum Ground Floor Dwelling Area – Two Story	1,200 ft ²
Maximum Height / Stories	2.5
Maximum Lot Coverage / Impervious Surface	None
Minimum Elevation (above mean sea level)	540 ft

- B. <u>Lot Width</u>: The width of any lot shall not be less than as shown in Table 1 as measured at the front building line of the lot, except that lot width for lots at the terminus of a cul-desac or along street elbows/eyebrows may be less; provided all other requirements of the section are fulfilled.
- C. <u>Front Yard</u>: The minimum front yard shall be as shown in Table 1. Covered drives and porte-cocheres that are architecturally designed as an integral element of the main structure may extend an additional five (5) feet into the front yard from the minimum front yard setback. Required front yards must be open and unobstructed except for light posts and flag poles that are twenty (20) feet or less in height. Ordinary projections of windowsills, belt courses, cornices, and other architectural features may project up to twelve (12) inches into the required front yard. A fireplace chimney may project up to two (2) feet into the required front yard if its area of projection does not exceed twelve (12) square feet. Cantilevered roof eaves and balconies may project up to five (5) feet into the required front yard.
- D. <u>Required Parking</u>: A minimum of four (4) off-street concrete parking spaces shall be provided for each residential unit. As part of the parking requirement, at least two (2) of the off-street parking spaces shall be in an enclosed garage. Parking spaces shall be at least ten (10) feet in length, which shall not include any sidewalk.
- E. <u>Architectural Standards</u>: The following architectural standards shall apply to all single-family homes:
 - 1. <u>Exterior Façade Building Materials</u>: Exterior construction materials shall consist only of brick, natural stone, cut stone, cast stone, stucco, cementitious fiber board, or any combination thereof. Glass, cement siding, or similar materials may be used for window box-outs, bay windows, roof dormers, or similar architectural features. Rough sawn wood timbers or similar materials may be used for architectural features such as columns and headers above windows and garage doors.
 - 2. <u>Minimum Roof Pitch</u>: The minimum roof pitch shall be 6:12 for single-story structures and 4:12 for two-story structures. Porches, dormers, and other architectural features shall have a minimum roof pitch of 2:12.

- 3. <u>Roof Material</u>: Roof materials shall be composition 30-year architectural shingles, standing seam metal or copper, natural or imitation slate shingles, or natural or imitation clay shingles. Wooden shingles are prohibited.
- 4. <u>Garages</u>: Garages may face the street. The minimum garage size is eighteen (18) feet in width by twenty (20) feet in depth. Driveways may extend into the side yard setback a maximum of three (3) feet.
- 5. <u>Landscaping</u>: Required landscaping shall include a minimum of one (1) three-inch (3") caliper shade tree in the front yard. Two (2) ornamental trees may be planted in lieu of a shade tree. Additionally, at least one (1) row of shrubs with a minimum height of twenty-four inches (24") shall be planted on three-foot (3') centers along the front elevation of the home (excluding the garage and front entry).
- 6. <u>Fencing</u>: The following fence requirements are illustrated on the Fencing Plan attached hereto as <u>Exhibit E-1</u>.
 - a. <u>Front</u>: Fences extending across the front side yard from the home to the side property line shall be a six-foot (6') black wrought iron or tubular steel fence. Where the front yard fence intersects with the side yard fence, a decorative metal corner column shall be constructed. The height of the corner column shall be twelve (12) to eighteen (18) inches greater than the fence and the width of the corner column shall be ten (10) to twelve (12) inches.
 - b. <u>Side</u>: Fences constructed along side property lines between lots shall be board-onboard, stained, and weather-treated with a face cap and steel posts and be a minimum of six-foot (6') and a maximum of eight—foot (8') in height. However, a six-foot (6') length of black wrought iron or tubular steel fence shall be constructed to serve as a transition between a side yard wood fence and a wrought iron or tubular steel fence across the front of the side yard.
 - c. <u>Rear</u>: Sam Hill or the builder shall construct a uniform fence along the rear property lines of the lots that back to the school site. Where lots back to streets, no fence shall be constructed parallel to the tubular steel fencing or wall along the rear of the lot. A minimum six-foot (6') tall board-on-board, stained, and weather-treated fence with a face cap and steel posts shall be constructed along the rear of lots that back to the east or north.
 - d. <u>Fence Height Transitions</u>: Where side yard fences intersect with front or rear yard fences, fences of different heights shall be transitioned so that the fences are the same height where the fences intersect.
- 7. <u>Driveway, Front Walkway, and Front Porch Materials</u>: All driveways, front walkways, and front porches must be constructed of complementary brick pavers, natural stone, interlocking pavers, stamped stained concrete, exposed aggregate, or salt with stain finish and bordered with stone, brick, or stamped and stained concrete.

- 8. <u>Patios</u>: All front yard patios must be covered and included in the roofline of the home.
- 9. <u>Screening of Air Conditioning Units and Pool Equipment</u>: Air conditioning units and pool equipment shall be screened from the view of the street by a fence or landscaping. Setback requirements for air conditioning units and pool equipment shall not apply to the lots.
- 10. <u>Design Repetition</u>: Homes with identical elevations must be separated by a minimum of one (1) platted lot. In addition, homes with identical elevations cannot be built directly across from one another unless separated by a park. Homes with the same color exterior may not be constructed adjacent to each other.

2. General Conditions

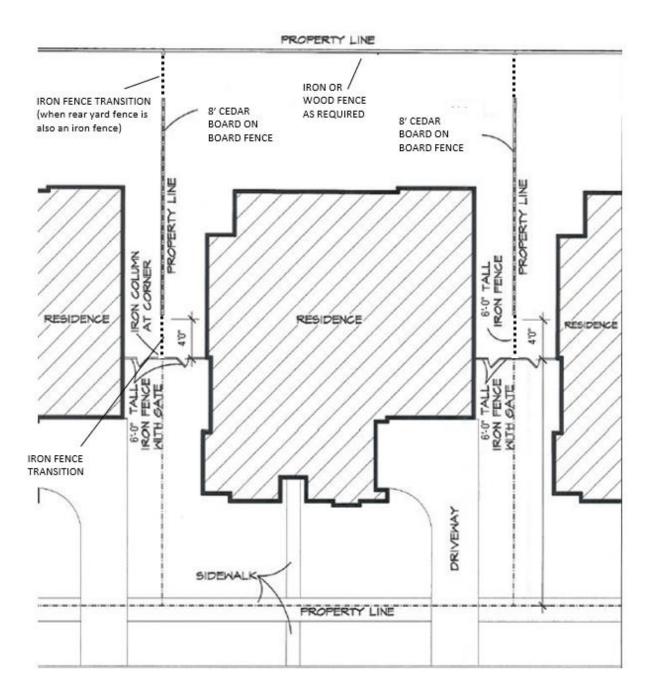
- A. <u>Parks, Open Space, and Greenbelt Buffers</u>: A minimum of two (2) acres of parks, open space, and greenbelt buffers and a minimum one (1) acre site for a future Town Hall shall be dedicated to the Town in the approximate locations depicted on the Concept Plan. The parks, open space, greenbelt buffers, and Town Hall site shall be dedicated to the Town at the time each respective area is platted. These collective dedications shall satisfy all obligations for park dedication and park fees for the LEISD Property.
- B. <u>Screening of Lots Backing to Streets:</u> Where single-family lots back to a street, a minimum ten (10) foot wide greenbelt buffer dedicated to the Town shall be located between the lots and the adjacent right-of-way. Within the greenbelt buffer, trees and shrubs shall be planted to screen the back of the lots from the adjacent streets. No driveway access is allowed across a greenbelt buffer. A minimum six (6) foot wrought iron or tubular steel fence shall be constructed on the greenbelt buffer adjacent to the property line of the single-family lots. Masonry columns and short sections of a masonry wall may be incorporated into the fence for visual enhancement. Where lots back to Eldorado Parkway, a minimum six (6) foot masonry wall and earthen berms may be constructed in lieu of the wrought iron or tubular steel fence. The greenbelt buffer, the fence or wall, trees, and shrubs are illustrated on the Screening Plan attached hereto as <u>Exhibit E-2</u>.
- C. <u>Landscaping of Parks, Open Space, and Trail</u>: Sam Hill will install trees and turf within the parks in accordance with the Planting Plan attached hereto as <u>Exhibit E-3</u> and within the greenbelt buffers in accordance with Screening Plan attached hereto as <u>Exhibit E-2</u>. Sam Hill shall be responsible for the mowing and general maintenance of the parks and greenbelt buffers for one (1) year after dedication of the areas to the Town. Thereafter, the Town shall maintain the parks and greenbelt buffers to a standard consistent with a first-class residential subdivision in the north Texas regional area unless Sam Hill obtains a maintenance license from the Town by a separate agreement. The landscaping requirements specified herein shall satisfy any and all tree preservation or mitigation requirements for the LEISD Property.

- D. <u>Streets</u>: Streets shall consist of a sixty (60) foot wide right-of-way with a twenty-two (22) foot paving section. Typical street sections are illustrated on the Street Plan attached hereto as <u>Exhibit E-4</u>. Cul-de-sacs shall be designed with a radius of fifty (50) feet for right-of-way and a radius of forty (40) feet for paving. Right-of-way widths may be modified to accommodate the roundabout, divided entries, and other unique project features. Sam Hill shall have no obligation to make improvements to Highridge Drive.
- E. <u>Drainage</u>: Storm drainage shall be primarily conveyed by earthen channels, open drainage courses and by the street itself but may also be enclosed in concrete pipes as necessary. Lay down / roll curbs may be used to convey stormwater but standard six-inch (6") curbs are prohibited. Open drainage courses carrying street runoff between lots may be an earthen channel provided that an easement is provided from top-of-bank to top-of-bank.
- F. <u>Sidewalks</u>: No sidewalks are required except that Sam Hill shall construct six-foot (6') wide sidewalks in the locations depicted on Concept Plan.
- G. <u>Alleys</u>: Sam Hill intends to avoid the use of alleys. However, if Sam Hill and the Town determine alleys are necessary, alleys shall be twelve (12) feet wide within eighteen (18) feet right-of-way.
- H. <u>Mailboxes</u>: Cluster box units will be provided for mail delivery as required by the United States Postal Service. Cluster box units will be located within the centralized parks/open space areas or at a location otherwise designated by the Town.

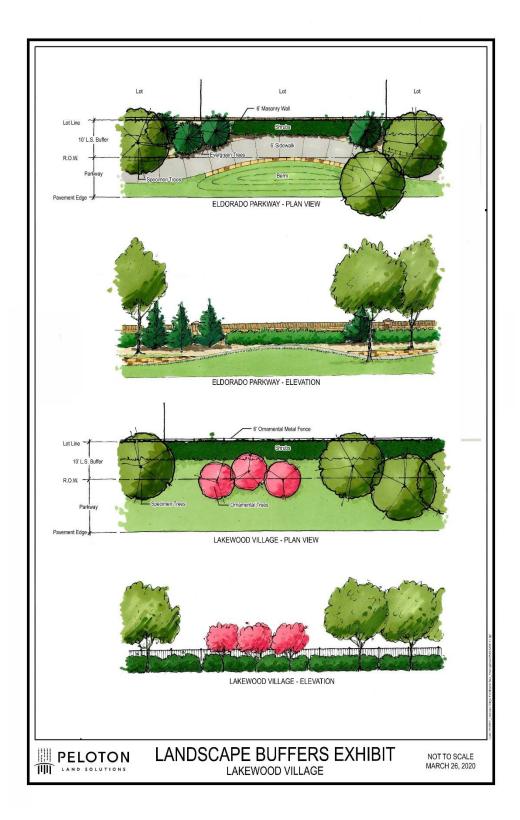
I. <u>Signs:</u>

- 1. <u>Town Entry Sign</u>: A Town entry sign shall be constructed at the northeast corner of the project entrance by Sam Hill.
- 2. <u>Monument Signs</u>: Monument signs may be constructed by Sam Hill in the locations depicted on the Concept Plan.
- 3. <u>Sign Design</u>: The design of the Town entry sign and the monument signs shall generally be in accordance with the Signage Plan attached hereto as <u>Exhibit E-5</u> unless otherwise mutually agreed by the Town Council and Sam Hill.
- 4. <u>Temporary Marketing Signs</u>: Two (2) temporary marketing signs are permitted for the purposes of advertising home and lot sales. The display area of the signs shall be a maximum of sixty-four (64) square feet and the maximum height of the signs shall be eighteen (18) feet. Signs shall be located as generally depicted on the Concept Plan.

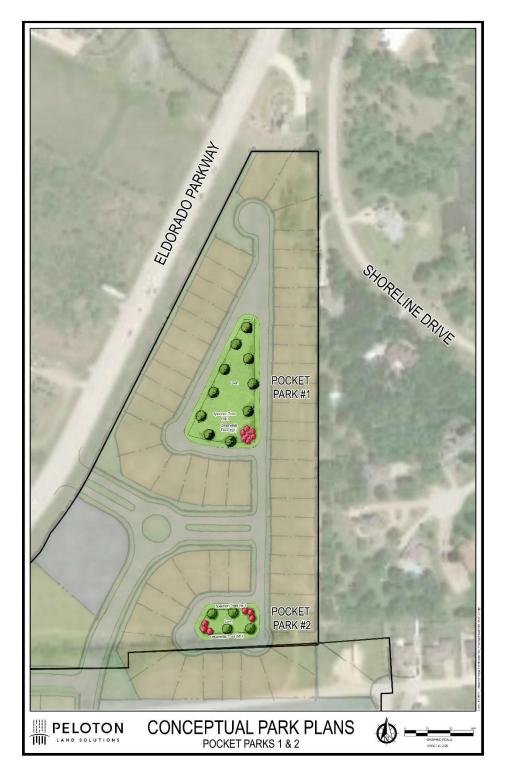
FENCING PLAN



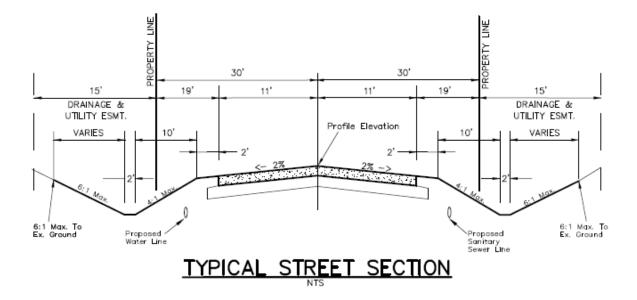
SCREENING PLAN



PLANTING PLAN







SIGNAGE PLAN

Monument Sign(s)



Temporary Marketing Sign(s)

Insert Sign Detail EXHIBIT F

FINAL ZONING

TOWN OF LAKEWOOD VILLAGE, TEXAS ORDINANCE NO. _____

AN ORDINANCE AMENDING LAKEWOOD VILLAGE'S COMPREHENSIVE ZONING ORDINANCE NO. 19-02 AND LAKEWOOD VILLAGE'S ZONING= PLANNED DEVELOPMENT ORDINANCE NO. 20-09; REZONING A TRACT OF LAND CONSISTING OF 94.1 ACRES, MORE OR LESS, SITUATED IN THE B.C. SHAHAN SURVEY, ABSTRACT NO. 1169, W. LOFTON SURVEY, ABSTRACT NO. 750, C.C. DICKSON SURVEY, ABSTRACT NO. 339, AND WM. H. PEA SURVEY, ABSTRACT NO. 1044 IN THE TOWN OF LAKEWOOD VILLAGE, DENTON COUNTY, TEXAS HERETOFORE ZONED AGRICULTURAL (A) AND PLANNED DEVELOPMENT-SINGLE FAMILY RESIDENTIAL (PD-SF) IS REZONED PLANNED DEVELOPMENT-SINGLE FAMILY RESIDENTIAL (PD-SF); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town of Lakewood Village, Texas ("Lakewood Village") has received a request from Sam Hill Venture to rezone 94.1 acres of land, more or less, situated in the B.C. Shahan Survey, Abstract No. 1169, W. Lofton Survey, Abstract No. 750, C.C. Dickson Survey, Abstract No. 339, and Wm. H. Pea Survey, Abstract No. 1044, in Lakewood Village, Denton County, Texas; and

WHEREAS, the Town Council of Lakewood Village (the "Town Council") has investigated into and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

WHEREAS, the Town Council has further investigated into and determined that it will be advantageous and beneficial to Lakewood Village and its inhabitants to amend Lakewood Village's Comprehensive Zoning Ordinance No. 19-02 and Lakewood Village's Zoning – Planned Development-01 Ordinance No. 20-08 and rezone this property as set forth below.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS:

SECTION 1: Findings Incorporated.

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

<u>SECTION 2:</u> <u>Amendments to Lakewood Village's Comprehensive Zoning Ordinance No.</u> 19-02 and Lakewood Village's Zoning Planned Development -01 Ordinance No. 20-08.

Lakewood Village's Comprehensive Zoning Ordinance No. 19-02 and Lakewood Village's Zoning Planned Development – 01 Ordinance 20-08 are amended as follows: The zoning designation of the below-described property containing 94.1 acres, more or less, situated in the B.C. Shahan Survey, Abstract No. 1169, W. Lofton Survey, Abstract No. 750, C.C. Dickson Survey, Abstract No. 339, and Wm. H. Pea Survey, Abstract No. 1044, in Lakewood Village, Denton County, Texas, (the "Property") and all streets,

roads and alleyways contiguous and/or adjacent thereto are hereby rezoned as Planned Development-Single Family Residential (PD-SF).

The Property as a whole is more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

The development plans, standards, uses and schedules for the Property in this Planned Development District shall conform to, and comply with 1) the planned development standards attached hereto as Exhibit "B", and 3) the conceptual plan attached hereto as Exhibit "C". Exhibits "B" and "C" are incorporated herein for all purposes. Except as amended by this Ordinance, the development of the Property within this Planned Development District must comply with the requirements of all ordinances, rules and regulations of Lakewood Village, as they currently exist or may be amended.

Three (3) original, official and identical copies of the zoning exhibit map are hereby adopted and shall be filed and maintained as follows:

a. Two (2) copies shall be filed with the Town Secretary and retained as the original records and shall not be changed in any manner.

b. One (1) copy shall be filed with the building inspector and shall be maintained up-to-date by posting thereon all changes and subsequent amendments for observation, issuing building permits, certificates of compliance and occupancy and enforcing the zoning ordinance. Reproduction for information purposes may from time-to-time be made of the official zoning district map.

SECTION 3: No Vested Interest/Repeal.

No developer or property owner shall acquire any vested interest in this Ordinance, the Planned Development Zone or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the Town Council in the manner provided for by law.

<u>SECTION 4</u>: <u>Unlawful Use of Premises</u>.

It shall be unlawful for any person, firm or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm or corporation to construct on said premises any building that is not in conformity with the permissible uses under this Zoning Ordinance.

<u>SECTION 5:</u> <u>Penalty Provision</u>.

Any person, firm, corporation or business entity violating this Ordinance or any provision of Lakewood Village's Comprehensive Zoning Ordinance No. 19-02, or as amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined a sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Lakewood Village from filing suit to enjoin the violation. Lakewood Village retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 6: Savings/Repealing Clause. Lakewood Village's Comprehensive Zoning Ordinance No. 19-02 and Zoning Planned Development -01 Ordinance No. 20-08 shall each remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a

prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

<u>SECTION 7</u>: <u>Severability</u>.

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

<u>SECTION 8</u>: <u>Effective Date</u>.

This Ordinance shall become effective from and after its adoption and publication as required by law.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS on this ______ day of ______ 2020.

Dr. Mark E. Vargus Mayor

ATTESTED TO:

Linda Asbell, TRMC, CMC Town Secretary

APPROVED AS TO FORM:

Wm. Andy Messer Town Attorney

DATE(S) OF PUBLICATION:

EXHIBIT F-A

Legal Description

A0339A C.C. DICKSON, TR 2A, 14.9108 ACRES A0339A C.C. DICKSON, TR 2A(1), 0.164 ACRES

A0339A C.C. DICKSON, TR 3, .81 ACRES, OLD DCAD TR #3 A0750A WM LOFTIN, TR 3, 6.473 ACRES A0750A WM LOFTIN, TR 4A, 65.039 ACRES A1169A B.C. SHAHAN, TR 46, 4.7 ACRES, OLD DCAD TR #3B A1169A B.C. SHAHAN, TR 45D, .588 ACRES, OLD DCAD TR #3C(4)

EXHIBIT F-B

Development Standards

1. Permitted Uses

A. <u>Allowed Uses</u>: Land uses allowed within this PD district are as follows:

Garage Apartment Guest House Single Family Residence Accessory Structure - C Child-Care: Home - C Home Occupation – C Homebuilder Marketing Center – C Municipal Uses Operated by the Town Public School Parks or Open Space Electrical Sub Station - S Telephone Exchange – S Temporary buildings of the builders and uses incidental to construction work on the premises, which shall be removed upon completion of such work.

*C – specifies a conditional use which is permitted if the conditional development standards contained in the Zoning Ordinance are met.
 *S - indicates Specific Use Permit is required

2. Development Standards - Single-Family Residential

A. <u>Area and building requirements</u>: This Planned Development Ordinance permits three different single-family residential lot types: Type A, Type B, and Type C. The development standards for each lot type are outlined in the following Table 1.

Development Standards	Type A	Type B	Type C
Setbacks			
Minimum Front Yard	25 ft	20 ft	10 ft
Minimum Front Yard for porches and swing-in garages	20 ft	20 ft	5 ft
Minimum Side Yard – Dwelling or Accessory Structure	15 ft	10 ft	5 ft
Minimum Rear Yard – Dwelling or Accessory Structure	5 ft	5 ft	5 ft
Minimum Side Yard – Pool and/or Spa	10 ft	10 ft	5 ft
Minimum Rear Yard – Pool and/or Spa	10 ft	10 ft	5 ft
Minimum Side Yard (adjacent to a street)	15 ft	15 ft	10 ft

Table 1

Lot Dimensions			
Minimum Area	¹∕₂ acre	1/3 acre	5,000 ft ²
Minimum Width	90 ft	70 ft	50 ft
Minimum Depth	None	None	None

Dwellings			
Minimum Dwelling Area – Single Story	2.400 ft^2	1,800 ft ²	1,400 ft ²
Minimum Ground Floor Dwelling Area – Two Story	2,400 ft ²	1,800 ft ²	1,200 ft ²
Maximum Height / Stories	2.5	2.5	2.5
Maximum Lot Coverage / Impervious Surface	50%	50%	None
Minimum Elevation (above mean sea level)		540 ft	

- B. <u>Lot Width</u>: The width of any lot shall not be less than as shown in Table 1 as measured at the front building line of the lot, except that lot width for lots at the terminus of a cul-desac or along street elbows/eyebrows may be less; provided all other requirements of the section are fulfilled.
- C. <u>Front Yard</u>: The minimum front yard shall be as shown in Table 1. Covered drives and porte-cocheres that are architecturally designed as an integral element of the main structure and are constructed with the same materials as the main structure, may extend an additional five (5) feet into the front yard from the minimum front yard setback. Required front yards must be open and unobstructed except for light posts and flag poles that are twenty (20) feet or less in height. Ordinary projections of windowsills, belt courses, cornices, and other architectural features may project up to twelve (12) inches into the required front yard. A fireplace chimney may project up to two (2) feet into the required front yard if its area of projection does not exceed twelve (12) square feet. Cantilevered roof eaves and balconies may project up to five (5) feet into the required front yard.
- D. <u>Required Parking</u>: A minimum of four (4) off-street concrete parking spaces shall be provided for each residential unit. As part of the parking requirement, at least two (2) of the off-street parking spaces shall be in an enclosed garage. Parking spaces shall be at least ten (10) feet in length, which shall not include any sidewalk.
- E. <u>Floodplain</u>: Any floodplain included within the limits of a single-family lot shall be designated as a no-build easement on the final plat.
- F. <u>Architectural Standards</u>: The following architectural standards shall apply to all singlefamily homes on Type A and Type B lots within this Planned Development District:
 - 1. <u>Exterior Façade Building Materials</u>: Front elevations (including the street facing side elevation of corner lots) shall be one hundred (100) percent masonry; all other elevations shall be at least eight (80) percent masonry. Masonry shall be defined as brick, natural stone, cut stone, cast stone, hard coat or three-coat stucco (not synthetic). Glass, cement siding, or similar materials may be used for window box-outs, bay windows, roof dormers, or similar architectural features. Rough sawn wood timbers or similar materials may be used for architectural features such as columns and headers

above windows and garage doors. Each floor plan must have a minimum of three (3) elevations offered with different architectural styles and must include one elevation constructed with three-coat stucco. Exterior construction materials shall consist of brick, natural stone, cut stone, cast stone, hard coat or three-coat stucco (not synthetic). Glass, exterior wood, or similar materials may also be used for window box-outs, bay windows, roof dormers, garage door and window headers, columns, or other architectural features.

- 2. <u>Minimum Roof Pitch</u>: The minimum roof pitch shall be 6:12 for all structures. Exposed gutters shall be compatible with the surface to which they are attached.
- 3. <u>Roof Material</u>: Roof materials shall be composition 30-year architectural shingles, standing seam metal or copper, natural or imitation slate shingles, or natural or imitation clay shingles. Wooden shingles are prohibited
- 4. <u>Garages</u>: Garages shall be J-swing. The minimum garage size is twenty-five (25) feet in width by twenty-two (22) feet in depth. Driveways may extend into the side yard setback a maximum of seven (7) feet.
- 5. <u>Landscaping</u>: Required landscaping shall include a minimum of two (2) four-inch (4") caliper shade trees in the front yard and one (1) three-inch (3") caliper shade tree in the rear yard. Additionally, at least one (1) row of shrubs with a minimum height of twenty-four inches (24") shall be planted on three-foot (3') centers along the front elevation of the home (excluding the garage and front entry). The rear yard trees shall be placed in locations that will allow installation of a swimming pool without removal of the tree(s). The front yard trees shall be offset and be either three (3) feet closer to house or street than trees in front yard of each adjacent lot, so that trees are not in a straight line down an entire block. All lots must have automatic sprinklers.
- 6. <u>Fencing</u>: The following fence requirements are illustrated on the Fencing Plan attached hereto as Exhibit D-1.
 - a. <u>Front</u>: Fences extending across the front side yard from the home to the side property line shall be a six-foot (6') black wrought iron or tubular steel fence. Where the front yard fence intersects with the side yard fence, a decorative metal corner column shall be constructed. The height of the corner column shall be twelve (12) to eighteen (18) inches greater than the fence and the width of the corner column shall be ten (10) to twelve (12) inches.
 - b. <u>Side</u>: Fences constructed along side property lines between lots shall be board-onboard, stained, and weather-treated with a face cap and steel posts and be a minimum of six-foot (6') in height. However, a six-foot (6') length of black wrought iron or tubular steel fence shall be constructed to serve as a transition between the side yard wood fence and a wrought iron or tubular steel fence constructed across the front side yard or along the rear property line.

- c. <u>Rear</u>: Rear yard fencing of lots that back to the Greenbelt or Open Space labeled on the Concept Plan attached hereto as Exhibit C and rear yard fencing of lots that back to property owned by the United States Corps of Engineers shall be six-foot (6') in height and constructed of black wrought iron or tubular steel fence. Where lots back to streets, no fence shall be constructed parallel to the wrought iron or tubular steel fencing along the rear of the lot. A rear yard fence between lots or for Type B lots that back to the west shall be board-on-board, stained, and weathertreated with a face cap and steel posts and be a minimum of six-foot (6') in height.
- d. <u>Fence Height Transitions</u>: Where side yard fences intersect with front or rear yard fences, fences of different heights shall be transitioned so that the fences are the same height where the fences intersect.
- e. <u>Special Provisions for Waterfront Properties</u>:
 - i. For any fence where any portion will be constructed in the floodplain, the property owner must submit construction plans along with written letters of approval from the US Army Corp of Engineers and the Lakewood Village Floodplain Administrator prior to the Town issuing a permit.
 - ii. Solid fences such as masonry walls, stockade-type, and board on board are not permitted in the floodplain.
- f. <u>Retaining Walls</u>: Retaining walls must be constructed of stone and designed by an engineer.
- 7. <u>Driveway, Front Walkway, and Front Porch Materials</u>: All driveways, front walkways, and front porches must be constructed of complementary brick pavers, natural stone, interlocking pavers, stamped concrete, exposed aggregate, or salt with stain finish and bordered with stone, brick, or concrete. The cumulative area of any driveway plus any impermeable surface area located between the front property line and any front building wall shall not exceed fifty (50) percent coverage or twenty-five (25) percent coverage for corner lots.
- 8. <u>Patios</u>: All front yard patios must be covered and included in the roofline of the home.
- 9. <u>Chimneys</u>: All chimneys must have decorative metal caps.
- 10. <u>Screening of Air Conditioning Units and Pool Equipment</u>: Air conditioning units and pool equipment shall be screened from the view of the street by a fence or landscaping.
- 11. <u>Design Repetition</u>: A minimum of nine (9) platted residential lots must be skipped on the same side and six (6) skipped on the opposite side of a street before rebuilding the same single-family residential unit consisting of an identical elevation and color. The same floor plan shall not be repeated on adjacent lots or directly across the street.

- 12. <u>Minimum Front Yard Setback Reduction and Average Setback</u>: Refer to Exhibit D-6 Staggered Front Yard Setbacks for Illustration.
 - a. The minimum front yard setback requirements may be reduced by a maximum of five (5) feet for all single family lots provided that at least fifty (50) percent of the structures on a given block are set back an additional five (5) feet from the original setback.
 - b. The average setback along the block shall equal the original setback requirement.
 - c. The purpose of this average setback is to encourage a variety of front yard setbacks along a street.
 - d. In no case shall the average front yard setback be less than the minimum established in Table 1: Setbacks.
- G. <u>Architectural Standards</u>: -The following architectural standards shall apply to all single-family homes on Type C lots within this Planned Development District:
 - 1. <u>Exterior Façade Building Materials</u>: Exterior construction materials shall consist only of brick, natural stone, cut stone, cast stone, stucco, cementitious fiber board, or any combination thereof. Glass, cement siding, or similar materials may be used for window box-outs, bay windows, roof dormers, or similar architectural features. Rough sawn wood timbers or similar materials may be used for architectural features such as columns and headers above windows and garage doors.
 - 2. <u>Minimum Roof Pitch</u>: The minimum roof pitch shall be 6:12 for single-story structures and 4:12 for two-story structures. Porches, dormers, and other architectural features shall have a minimum roof pitch of 2:12.
 - 3. <u>Roof Material</u>: Roof materials shall be composition 30-year architectural shingles, standing seam metal or copper, natural or imitation slate shingles, or natural or imitation clay shingles. Wooden shingles are prohibited.
 - 4. <u>Garages</u>: Garages may the face the street. The minimum garage size is eighteen (18) feet in width by twenty (20) feet in depth. Driveways may extend into the side yard setback a maximum of three (3) feet.
 - 5. <u>Landscaping</u>: Required landscaping shall include a minimum of one (1) three-inch (3") caliper shade tree in the front yard. Two (2) ornamental trees may be planted in lieu of a shade tree. Additionally, at least one (1) row of shrubs with a minimum height of twenty-four inches (24") shall be planted on three-foot (3') centers along the front elevation of the home (excluding the garage and front entry).
 - 6. <u>Fencing</u>: The following fence requirements are illustrated on the Fencing Plan attached hereto as Exhibit D-1.
 - a. <u>Front</u>: Fences extending across the front side yard from the home to the side property line shall be a six-foot (6') black wrought iron or tubular steel fence.

Where the front yard fence intersects with the side yard fence, a decorative metal corner column shall be constructed. The height of the corner column shall be twelve (12) to eighteen (18) inches greater than the fence and the width of the corner column shall be ten (10) to twelve (12) inches.

- b. <u>Side</u>: Fences constructed along side property lines between lots shall be board-onboard, stained, and weather-treated with a face cap and steel posts and be a minimum of six-foot (6') and a maximum of eight-foot (8') in height. However, a six-foot (6') length of black wrought iron or tubular steel fence shall be constructed to serve as a transition between a side yard wood fence and a wrought iron or tubular steel fence across the front of the side yard.
- c. <u>Rear</u>: The developer or builder shall construct a uniform fence along the rear property lines of the Type C lots that back to the school site. Where lots back to streets, no fence shall be constructed parallel to the tubular steel fencing or wall along the rear of the lot. A minimum six-foot (6') tall board-on-board, stained, and weather-treated fence with a face cap and steel posts shall be constructed along the rear of Type C lots that back to the east or north.
- d. <u>Fence Height Transitions</u>: Where side yard fences intersect with front or rear yard fences, fences of different heights shall be transitioned so that the fences are the same height where the fences intersect.
- 7. <u>Driveway, Front Walkway, and Front Porch Materials</u>: All driveways, front walkways, and front porches must be constructed of complementary brick pavers, natural stone, interlocking pavers, stamped stained concrete, exposed aggregate, or salt with stain finish and bordered with stone, brick, or stamped and stained concrete.
- 8. <u>Patios:</u> All front yard patios must be covered and included in the roofline of the home.
- 9. <u>Screening of Air Conditioning Units and Pool Equipment</u>: Air conditioning units and pool equipment shall be screened from the view of the street by a fence or landscaping. Setback requirements for air conditioning units and pool equipment shall not apply to Type C lots.
- 10. <u>Design Repetition</u>: Homes with identical elevations must be separated by a minimum of one (1) platted lot. In addition, homes with identical elevations cannot be built directly across from one another unless separated by a park. Homes with the same color exterior may not be constructed adjacent to each other.

3. Development Standards – Public School

A. <u>Public School</u>: Development standards for a public school constructed within this Planned Development district include:

- 1. <u>Site Plan and Final Plat</u>: Town approval of a site plan and final plat is required prior to the development of a public school.
- 2. <u>Minimum Front Yard</u> Fifty (50) feet
- 3. <u>Minimum Side Yard</u> Fifty (50) feet
- 4. <u>Minimum Rear Yard</u> Fifty (50) feet
- 5. <u>Maximum Building Height</u> Two (2) stories
- <u>Required Parking</u> A minimum of one (1) off-street concrete parking space shall be provided per classroom plus one (1) space for each four (4) seats in any auditorium, gymnasium, or other place of assembly. Parking spaces shall be a minimum of nine (9) feet wide by twenty (20) feet in depth.
- 7. <u>Exterior Construction Materials</u>: The school shall be constructed in a manner that is consistent with the same general standards to which other schools have recently been constructed or are contemplated to be constructed within the boundaries of Little Elm Independent School District.
- 8. Landscaping:
 - a. <u>Perimeter Landscape Buffers</u>: A minimum twenty (20) foot landscape buffer shall be provided along perimeter streets and property lines.
 - b. <u>Perimeter Landscaping</u>: At least one (1) three-inch (3") caliper canopy tree shall be plated every forty (40) linear feet or fraction thereof along perimeter streets. Trees may be grouped or clustered to facilitate site design. In addition, three (3) ornamental trees may be provided in lieu of one (1) canopy tree.
 - c. <u>Internal Landscaping</u>: Parking area shall contain planting islands located so as to best relieve the expanse of paving. Planting islands shall be placed a minimum of every twenty (20) spaces within parking areas. One (1) three-inch (3") caliper canopy tree shall be located on landscape islands and near the terminus of all parking rows.

3. General Conditions

A. <u>Parks, Open Space, and Greenbelt Buffers</u>: A minimum of eleven (11) acres of parks, open space, and greenbelt buffers and an additional minimum 2.2 acres to the Town for use as a town hall and park, with the park being a minimum of 1 acre, shall be dedicated to the Town in the approximate locations depicted on the Concept Plan. The parks, open space, greenbelt buffers, and Town Hall site shall be dedicated to the Town at the time each respective area is platted. These collective dedications shall satisfy all obligations for park dedication and park fees for this Planned Development district.

- B. <u>Hike and Bike Trail</u> Included in the above referenced parks and open space dedication is a forty (40) foot wide greenbelt along the southern perimeter of the Property. Contemporaneously with the development of any portion of the Property adjacent to the greenbelt, the developer will clear and grade a minimum eight foot (8') wide walkable natural path within the greenbelt in a Town-approved location. The developer will have no further duty or obligation to construct, pay for or maintain the greenbelt or the trail.
- C. <u>Screening of Lots Backing to Streets:</u> Where single-family lots back to a street, a minimum ten (10) foot wide greenbelt buffer dedicated to the Town shall be located between the lots and the adjacent right-of-way. Within the greenbelt buffer, trees and shrubs shall be planted to screen the back of the lots from the adjacent streets. No driveway access is allowed across a greenbelt buffer. A minimum six (6) foot wrought iron or tubular steel fence shall be constructed on the greenbelt buffer adjacent to the property line of the single-family lots. Masonry columns and short sections of a masonry wall may be incorporated into the fence for visual enhancement. Where Type C lots back to Eldorado Parkway, a minimum six (6) foot masonry wall and earthen berms may be constructed in lieu of the wrought iron or tubular steel fence. The greenbelt buffer, the fence or wall, trees, and shrubs are illustrated on the Screening Plan attached hereto as Exhibit D-2.
- D. Landscaping of Parks, Open Space, and Trail: An effort will be made to preserve existing trees within the forty (40) foot wide greenbelt and natural open space areas identified on the Concept Plan. In addition, the developer will install trees and turf within the parks in accordance with the Planting Plan attached hereto as Exhibit D-3 and within the greenbelt buffers in accordance with Screening Plan attached hereto as Exhibit D-2. The developer shall be responsible for the mowing and general maintenance of the parks and greenbelt buffers for one (1) year after dedication of the areas to the Town. Thereafter, the Town shall maintain the parks and greenbelt buffers to a standard consistent with a first-class residential subdivision in the north Texas regional area unless the developer obtains a maintenance license from the Town by a separate agreement. The landscaping requirements specified for this Planned Development district shall satisfy any and all tree preservation or mitigation requirements for all properties within this Planned Development District.
- E. <u>Streets</u>: Streets shall consist of a sixty (60) foot wide right-of-way with a twenty-two (22) foot paving section. Typical street sections are illustrated on the Street Plan attached hereto as Exhibit D-4. Streets located adjacent to the west and south sides of the school site shall be constructed as a thirty-six (36) foot paving section. Cul-de-sacs shall be designed with a radius of fifty (50) feet for right-of-way and a radius of forty (40) feet for paving. Right-of-way widths may be modified to accommodate the roundabout, divided entries, and other unique project features. The developer shall have no obligation to make improvements to Highridge Drive.
- F. <u>Drainage</u>: Storm drainage shall be primarily conveyed by earthen channels, open drainage courses and by the street itself but may also be enclosed in concrete pipes as necessary. Lay down / roll curbs may be used to convey stormwater but standard six-inch (6") curbs

are prohibited. Open drainage courses carrying street runoff between lots may be an earthen channel provided that an easement is provided from top-of-bank to top-of-bank.

- G. <u>Sidewalks</u>: No sidewalks are required except that the developer shall construct six-foot (6') wide sidewalks in the locations depicted on Concept Plan.
- H. <u>Alleys</u>: It is the intent of this planned development to avoid the use of alleys. However, if developer and Town determine alleys are necessary, alleys shall be twelve (12) feet wide within eighteen (18) feet right-of-way.
- I. <u>Mailboxes</u>: Cluster box units will be provided for mail delivery as required by the United States Postal Service. Cluster box units will be located within the centralized parks/open space areas or at a location otherwise designated by the Town.

J. Signs:

- 5. <u>Town Entry Sign</u>: A Town entry sign shall be constructed at the northeast corner of the project entrance by the developer.
- 6. <u>Monument Signs</u>: Monument signs may be constructed by the developer in the locations depicted on the Concept Plan.
- 7. <u>Sign Design</u>: The design of the Town entry sign and the monument signs shall generally be in accordance with the Signage Plan attached hereto as Exhibit D-5 unless otherwise mutually agreed by the Town Council and developer.
- 8. <u>Temporary Marketing Signs</u>: Two (2) temporary marketing signs are permitted for the purposes of advertising home and lot sales. The display area of the signs shall be a maximum of sixty-four (64) square feet and the maximum height of the signs shall be eighteen (18) feet. Signs shall be located as generally depicted on the Concept Plan.
- 9. <u>School Signage</u>: Wall signs and monument signs that identify the name of the school are permitted.
- K. <u>Applicable Regulations</u>: Development approvals including but not limited to, the Town's approval of: (i) preliminary and final plats that are generally in accordance with the Concept Plan, and (ii) construction plans for the Properties that meet or exceed the applicable requirements of Town regulations, as they exist on the date of the adoption of these regulations, including Subdivision Ordinance No. 14-13, Zoning Ordinance No. 19-02, Zoning Planned Development-1 Ordinance 20-08, Public Works Construction Standards Ordinance No. 14-11, and Lighting Ordinance No. 19-03 (collectively the "Applicable Regulations"), shall be granted without regard to any subsequent amendments to the Applicable Regulations for a period of three (3) years from the adoption of these regulations.

EXHIBIT F-C

Concept Plan

The Concept Plan establishes the general guidelines for this Planned Development district by conceptually illustrating the project boundaries, land use types, approximate locations of lots, roadways, parks, and open space. Final locations of lots, roadways, parks, and open space will be determined at the time of plat approval and shall be developed in accordance with Town ordinances.



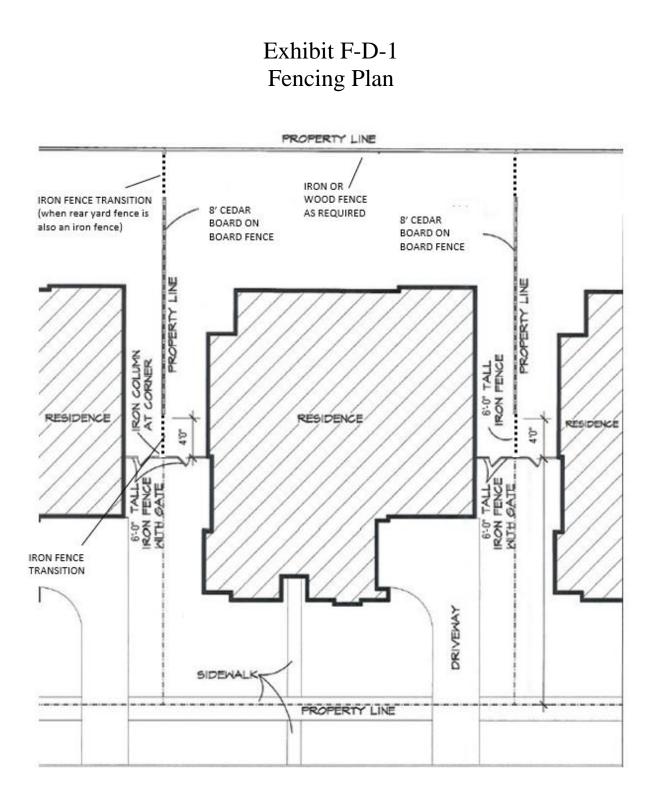


Exhibit F-D-2 Screening Plan

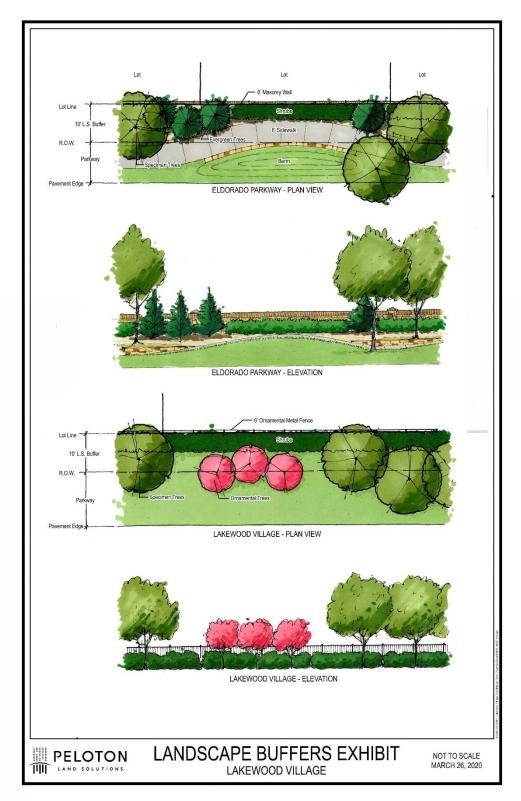
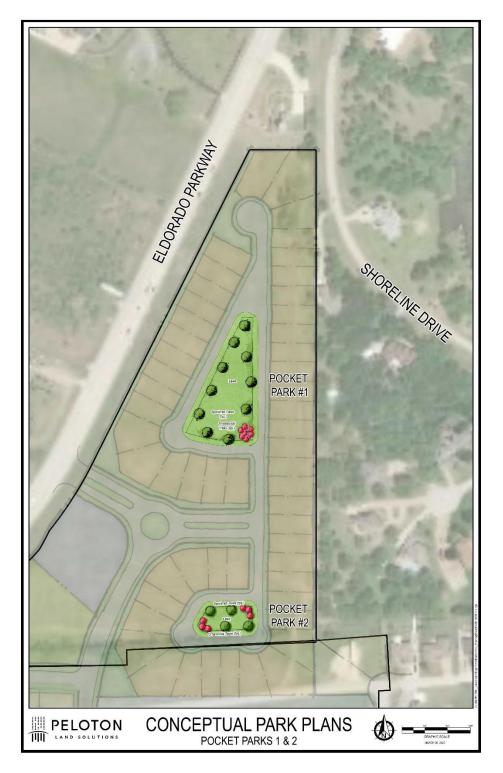


Exhibit F-D-3 Planting Plan(s)





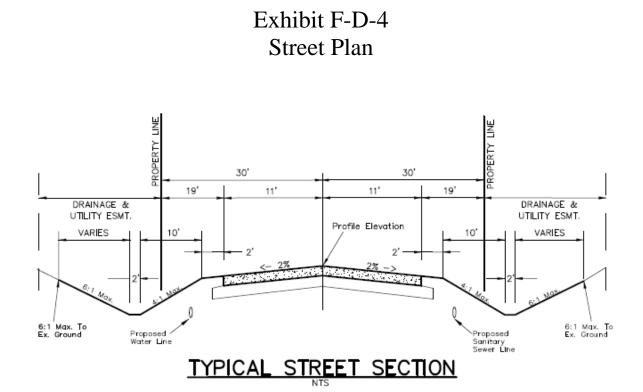


Exhibit F-D-5 Signage Plan

Monument Sign(s)



EXHIBIT G

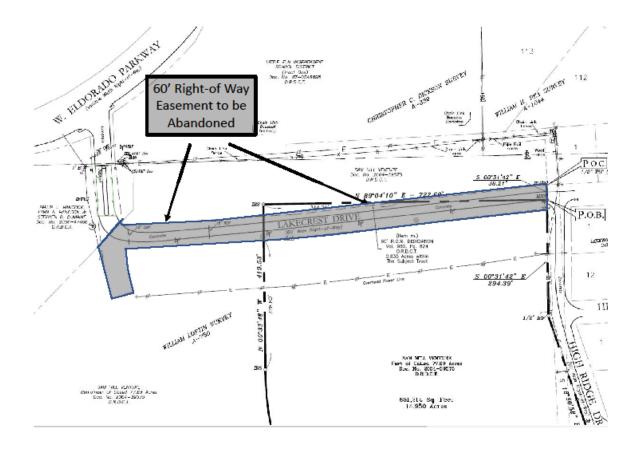


EXHIBIT H



EXHIBIT I

Reserved for future use.

EXHIBIT J ENTRY FEATURE PLANS

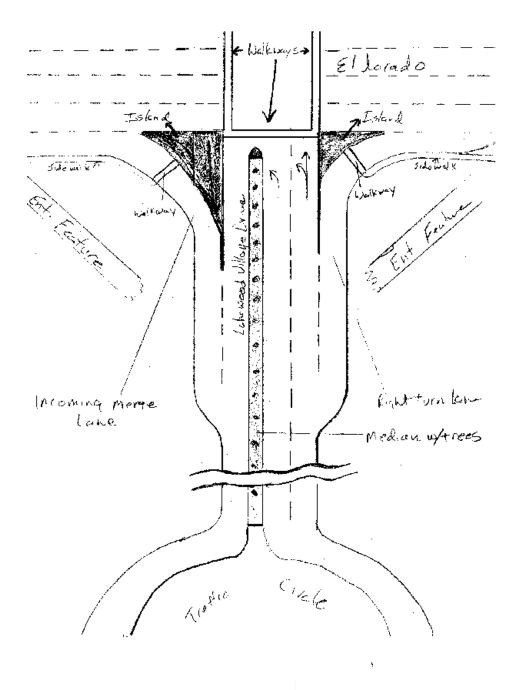
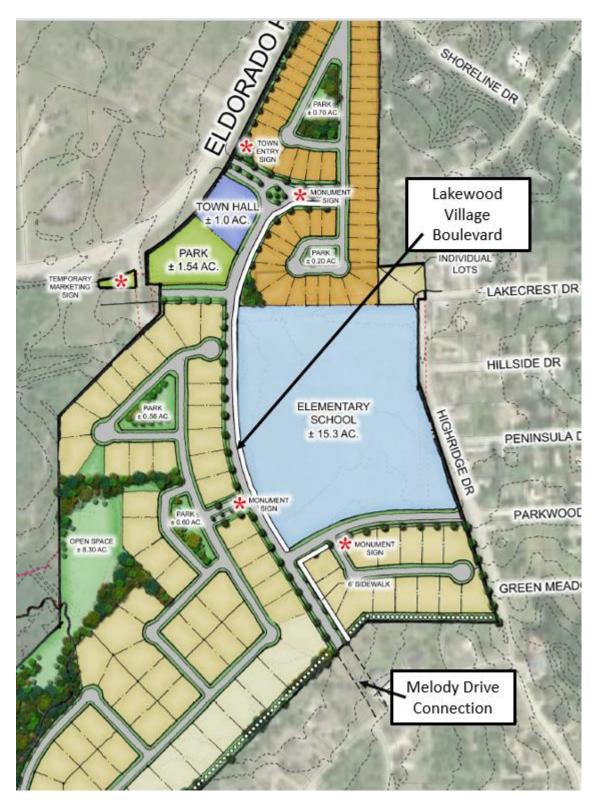




EXHIBIT K WATER AND WASTEWATER LINES



EXHIBIT L MELODY DRIVE CONNECTION



Board Agenda Item Little Elm Independent School District 300 Lobo Lane Little Elm, Texas 75068		
Board Mtg. Date 11-16-2020	Reports of the Action Consent Routine Superintendent Item Agenda Monthly Other	
Subject:	ROAD AGREEMENT WITH SAM HILL VENTURE FOR FUTURE LEISD SCHOOL SITE IN TOWN OF LAKEWOOD VILLAGE, TEXAS	
Presenter or Contact Person:	Rod Reeves, Executive Director for Operational Services	
Policy/Code:	CDB (LEGAL)	
Strategic Plan Goal:	Ensuring Fiscal Health & Sustainability	
Summary:	The Administration is seeking the consideration and approval of a road agreement with Sam Hill Venture. This agreement is for the construction of a road (36 feet wide) adjacent to the western and southern boundaries of the future LEISD 14.95 acre tract in Lakewood Village, Texas. The road will serve the Sam Hill single family housing development as well as the LEISD school site.	
Financial Implications:	There are no financial implications. Sam Hill Venture is solely responsible for the design and construction of the roadway.	
Attachments:	Road Agreement	
Recommendation:	The Administration recommends the approval of the road agreement with Sam Hill Venture and authorizes the superintendent or his designee to negotiate and execute the final agreement.	
Motion:	I move the Board approve entering into a road agreement with Sam Hill Venture and authorize the superintendent /or his 134	

designee to negotiate and execute the final agreement.

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"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER."

AFTER RECORDING, PLEASE RETURN TO:

Little Elm Independent School District 300 Lobo Lane Little Elm, Texas 75068 Attn: Daniel Gallagher, Superintendent of Schools

ROAD AGREEMENT

THE STATE OF TEXAS § § KNOW ALL MEN BY THESE PRESENTS: COUNTY OF DENTON §

THIS ROAD AGREEMENT (this "<u>Agreement</u>") is executed by and between SAM HILL VENTURE, a Texas joint venture ("<u>Sam Hill</u>"), and BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT ("<u>LEISD</u>").

Recitals

A. Sam Hill is the fee simple owner of that certain approximately 78.9-acre tract of land located in Denton County, Texas, more particularly described on **Exhibit A** attached hereto and made a part hereof for all purposes (the "**Sam Hill Tract**").

B. LEISD is the fee simple owner of that certain approximately 14.9-acre tract of land located in Denton County, Texas, more particularly described on <u>Exhibit B</u> attached hereto and made a part hereof for all purposes (the "<u>LEISD Tract</u>"). The Sam Hill Tract and the LEISD Tract are collectively referred to as the "<u>Tracts</u>" and individually as a "<u>Tract</u>".

C. WHEREAS, Sam Hill desires to develop the Sam Hill Tract as a master planned single family residential community in general conformance with the concept plan shown on **Exhibit C** attached hereto and made a part hereof for all purposes (the "**Sam Hill Project**").

D. WHEREAS, LEISD desires to construct an elementary school on the LEISD Tract (the "LEISD School").

E. Sam Hill and LEISD (individually, a "<u>Party</u>" and collectively, the "<u>Parties</u>") desire that a two-lane road, at least thirty-six (36) feet in width, be constructed on the Sam Hill Tract immediately adjacent to the western and southern boundaries of the LEISD Tract (the "<u>Road</u>"), as generally depicted on <u>Exhibit D</u> attached hereto and made a part hereof for all purposes. The Road shall serve the Sam Hill Project as well as the LEISD School.

F. The Parties desire to provide for construction and paving of the Road, the dedication of the Road to the Town of Lakewood Village, Texas (the "<u>Town</u>"), and for the payment of costs and expenses incurred or to be incurred in connection with the design and construction of the Road.

Agreements

NOW, THEREFORE, for and in consideration of the foregoing recitals, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Sam Hill shall be solely responsible for the 1. Construction Obligations. development and construction of the Road. Such development and construction shall be completed in accordance with detailed plans and specifications (a) prepared by or at the request of Sam Hill in accordance with the requirements of the Town and any other applicable political subdivision, quasi-political subdivision, agency, instrumentality or utility provider having jurisdiction over or being involved with any of the Tracts or the Parties (collectively, "Governmental Authorities") and (b) approved by the Town. Sam Hill and/or its agents, acting on its behalf, shall negotiate and enter into all contracts necessary for the development and construction of the Road, and shall be responsible for obtaining all permits and approvals of all applicable Governmental Authorities required to be obtained for the commencement of such work. Construction of the Road shall be completed by June 1, 2023, subject to force majeure as described in Section 7. The road that currently serves as the northern border of the LEISD Tract and that partially encroaches on to the LEISD Tract will be removed by Sam Hill after the Road is completed but before the Town's acceptance of the Road.

2. <u>Payment of Construction Costs</u>. Sam Hill shall be solely responsible for all Design Costs and all Construction Costs related to the Road, as well as related to removal of the current road as discussed in Section 1. As used herein, "<u>Design Costs</u>" means all design costs, including all fees and other amounts payable to or for engineers and consultants, surveys, geotechnical studies, environmental reports, inspection, testing, and legal services heretofore performed or to be performed in connection with all or any portion of the design of the Road, and any other costs directly relating to the design of the Road. As used herein, "<u>Construction Costs</u>" shall mean all hard and soft construction costs, including all Paving Costs (as hereinafter defined), together with all fees and other amounts payable to or for contractors, materialmen, consultants and suppliers, inspection, testing, and legal services performed in connection with all or any portion of the Town or other Governmental Authorities, interest and all other financing fees and charges, and any other costs directly relating to the Road. As used herein, "Paving Costs" means all costs

and expenses relating to paving, excavation, subgrade preparation, pavement markings, traffic control devices and signage.

3. <u>Temporary Construction Easement and Dedication</u>. Subject to the terms and provisions hereof, LEISD hereby grants to Sam Hill, its employees, contractors, agents, successors and assigns, a temporary easement for access to, under, over and across the LEISD Tract in order to construct, inspect, install, and/or discharge its responsibilities with respect to the Road and the Road Improvements, as well as in order to remove the current road as described in Section 1. LEISD shall execute such instruments, documents and grants as may be reasonably required by Sam Hill in order to evidence or more particularly establish such temporary easement or as may be required by the Town in connection with the construction of the Road, the Road Improvements and/or any right-of-way associated therewith. Additionally, the Parties agree to grant such reasonable drainage and other utility easements as may be required by the Town in connection with the Road.

No rights created herein shall permit or empower Sam Hill to encumber any property owned by LEISD for any reasons. Sam Hill shall not suffer or permit any mechanic's, materialman's or construction liens to be placed upon or against the LEISD Tract as a consequence of any act or omission of Sam Hill and, in the event that any such lien shall be asserted, Sam Hill shall promptly take all action reasonably necessary to remove all liens from the LEISD Tract, including without limitation by bonding any such lien claim in accordance with the Texas Property Code.

4. <u>Right of Way Dedication for the Road</u>. The LEISD shall not be required to dedicate any right-of-way for the construction of the Road; all right-of-way for the Road shall come from the Sam Hill Tract. Upon completion of the Road and acceptance of the Road by the Town, Sam Hill shall dedicate the Road to the Town and, in connection therewith, shall execute any and all deeds, plats or other instruments as may be reasonably required by the Town to dedicate the Road for public use. Upon such dedication, the temporary easement granted pursuant to <u>Section 3</u> shall automatically expire and terminate.

5. <u>Turn Lanes</u>. With the development of the Sam Hill Project, Sam Hill will install, at its sole expense, right and left turn lanes on Eldorado Parkway at its intersection with the extension of the Road

6. <u>Default</u>. If Sam Hill fails to fulfill any covenant, agreement or obligation hereunder and such default continues for ten (10) days after written notice thereof from LEISD, Sam Hill shall be deemed to be in default hereunder, entitling LEISD to exercise any and all of its rights at law or in equity.

7. <u>Force Majeure</u>. Whenever a period of time or a date is established in this Agreement for action to be taken by Sam Hill, Sam Hill shall not be liable or responsible for any delays due to strikes, riots, acts of God, shortages of labor or materials, war, unusually inclement weather, governmental laws or restrictions, lack of required governmental consent, approvals or permits or any other cause beyond the reasonable control of Sam Hill. If Sam Hill asserts a force majeure cause as a reason for delay hereunder, Sam Hill shall notify LEISD in writing of the

likelihood or actual occurrence of the force majeure cause, describing the cause and effect of such delay and the anticipated duration of its inability to perform.

8. <u>Notices</u>. All notices permitted or required to be given under this Agreement (a) shall be in writing, (b) shall be deemed given on the earlier of the date when actually received (as evidenced by a signed receipt, or by confirmation of successful facsimile or e-mail transmission if sent by facsimile or e-mail) or the date delivery is refused, (c) shall be delivered by hand delivery, shall be dispatched by nationally recognized overnight courier such as FedEx, or shall be delivered by confirmed facsimile or e-mail transmission, and (d) shall be addressed to the Parties as follows:

If to Sam Hill:	Sam Hill Venture c/o LandPlan Development Corp. Attn: Douglas C. Mousel 5850 Granite Parkway, Suite 100 Plano, Texas 75024 Tel: (214) 618-3811 Fax: (214) 618-3815 Email: <u>dmousel@landplan.net</u>
If to LEISD:	Little Elm Independent School District 300 Lobo Lane Little Elm, Texas 75068 Attn: Daniel Gallagher, Superintendent of Schools Tel: (972) 947-9340 Fax: (972) 294-1107 Email: <u>dgallagher@littleelmisd.net</u> required copy to:
	Elisabeth Nelson Walsh Gallegos Treviño Russo & Kyle P.C. P.O. Box 168046 Irving, Texas 75016-8046 Tel: (214) 574-8800 Fax: (214) 574-8801 Email: <u>enelson@wabsa.com</u>

Any Party hereto may change the address for notice specified above by giving the other Party ten (10) days advance written notice of such change of address.

9. <u>No Partnership</u>. Nothing in this Agreement shall be deemed or construed as creating a partnership, joint venture, or association between Sam Hill and LEISD.

10. <u>Successors and Assigns</u>. This Agreement shall inure to the benefit of and be binding upon Sam Hill and LEISD and their respective heirs, personal representatives, successors and assigns.

11. <u>Attorney's Fees</u>. If either of the Parties files a lawsuit in connection with this Agreement or any provisions contained herein, then the Party which prevails in such action shall be entitled to recover from the other, in addition to all other remedies or damages, reasonable attorneys fees and costs of court incurred in such lawsuit.

12. <u>Modifications</u>. This Agreement embodies and constitutes the entire understanding of the Parties with respect to the transaction contemplated herein, and this Agreement may not be modified except by an instrument in writing signed by the Parties hereto, or their heirs, personal representatives, successors or assigns.

13. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable in the Town of Lakewood Village, Denton County, Texas. Venue for any dispute shall be in Denton County, Texas.

14. <u>Time of Essence</u>. Time is of the essence in the performance of all obligations set forth in this Agreement.

15. <u>Further Action</u>. Each of the Parties shall execute any and all additional documents and/or instruments reasonably necessary to carry out the terms of this Agreement.

16. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement. A facsimile or electronically transmitted signature shall be regarded for all purposes as the original.

17. <u>No Third Party Beneficiary</u>. This Agreement is made solely and specifically between and for the benefit of the Parties hereto, and their respective successors and assigns, subject to the express provisions hereof relating to successors and assigns, and no other person whatsoever shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

18. <u>Waiver</u>. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement or condition.

19. <u>Invalidity of Provisions</u>. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, in whole or in part, then the Parties shall be relieved of all obligations arising under such provision, but only to the extent that it is illegal, unenforceable or void, it being the intent and agreement of the Parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objectives.

20. <u>Covenant of Mutual Cooperation</u>. The Parties agree to cooperate with each other, the Town and any other applicable Governmental Authorities, and to do all things that are reasonable and necessary (without the incurrence of any expense except as provided in this Agreement) to assist the other in meeting all requirements of the Town and any other applicable Governmental Authorities and to accomplish the purposes of this Agreement. Each such Party agrees to diligently and in good faith perform this Agreement and this covenant.

21. <u>Covenant Running with the Land; Successors and Assigns</u>. This Agreement shall be a covenant running with the Tracts, and shall be binding upon the Parties, their respective officers, directors, partners, employees, representatives, agents, successors, assignees, vendors, grantees or trustees. Notwithstanding the foregoing or anything in this Agreement to the contrary, upon completion of Sam Hill's obligations contained herein and the dedication of the Road to the Town for public use, this Agreement and all obligations of Sam Hill contained in this Agreement shall automatically terminate and be of no further force and effect. At Sam Hill's request, upon the expiration or termination of this Agreement, LEISD shall execute, in recordable form, a confirmation of the expiration or termination of same.

[Signature Pages Follow]

SAM HILL:

SAM HILL VENTURE, a Texas joint venture

- By: JW Partners, Ltd., a Texas limited partnership, its General Manager
 - Texas Land Management, L.L.C., a Texas By: limited liability company, its General Partner

By: ______ Jim Williams, Jr., President

By:_____ A.J. Reed, its General Manager

LEISD:

BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT

By:_____ Daniel Gallagher, Superintendent of Schools

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 202__, by Jim Williams, Jr., President of Texas Land Management, L.L.C., a Texas limited liability company, General Partner of JW Partners, Ltd., a Texas limited partnership, General Manager of Brookhollow Land Management, L.L.C., a Texas limited liability company, General Partner of SAM HILL VENTURE, a Texas joint venture, on behalf of said entities.

[NOTARY STAMP]

Notary Public in and for The State of Texas

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 202__, by A.J. Reed, General Manager of SAM HILL VENTURE, a Texas joint venture, on behalf of said joint venture.

[NOTARY STAMP]

Notary Public in and for The State of Texas

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 202__, by Daniel Gallagher, Superintendent of Schools of BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT, on behalf of said school district.

[NOTARY STAMP]

Notary Public in and for The State of Texas

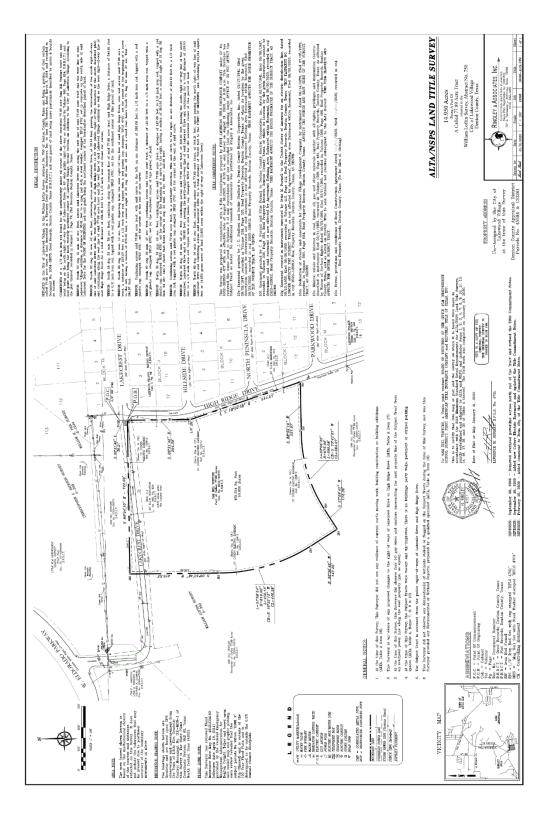
EXHIBIT A

Legal Description of Sam Hill Tract

[To be attached.]

EXHIBIT B

Legal Description of LEISD Tract



LEGAL DESCRIPTION

SITUATED in the City of Lakewood Village, in the William Loftin Survey, Abstract No. 750 of Denton County, Texas and being a portion of that certain called 77.89 acre tract of land described in a Warranty Deed from Palmetto Associates, Inc. to Sam Hill Venture, dated March 5, 2004 and recorded in Document No. 2004-39575, Deed Records, Denton County, Texas (D.R.D.C.T.) and said parcel of land being more particularly described by metes & bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the northeasterly inside ell corner of the above described 77.89 acre Sam Hill Venture tract and said point being on the north right-of-way line of Lakecrest Drive (a 60' wide public right-of-way as dedicated by Volume 960, Page 824, D.R.D.C.T.) and said point also being the most westerly northwest corner of Lakewood Village, Second Section, an addition to the City of Lakewood Village, according to the plat thereof, recorded in Cabinet J, Page 79, Plat Records, Denton County, Texas;

THENCE: South 00 deg. 31 min. 42 sec. East, across said Lakecrest Drive and along the east line of said 77.89 acre tract and the west line of said Lakewood Village addition, a distance of 38.21 feet to a mag nail with a steel washer, stamped "RPLS 4701", set in concrete on the south side of said Lakecrest Drive for the POINT OF BEGINNING and said point being the northeast corner of the hereinafter described parcel of land;

THENCE: South 00 deg. 31 min. 42 sec. East, continuing across said Lakecrest Drive, at 22.14 feet, passing the intersection of the south right-of-way line of said Lakecrest Drive and the west right-of-way line of High Ridge Drive (a 60' wide public right-of-way, dedicated by the above described plat) and continuing along the east line of said 77.89 acre tract and the west line of said Lakewood Village addition as well as the west right-of-way line of said High Ridge Drive for a total distance of 294.39 feet to a 1/2 inch iron rod found for corner;

THENCE: South 18 deg. 50 min. 58 sec. East, continuing along the common line of said 77.89 acre tract and High Ridge Drive, a distance of 544.61 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for the southeast corner of this parcel of land;

THENCE: South 88 deg. 50 min. 10 sec. West, departing from the west right-of-way line of said High Ridge Drive, over and across said 77.89 acre tract, a distance of 227.07 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for corner at the beginning of a curve to the left, having a radius of 675.00 feet, a central angle of 33 deg. 06 min. 39 sec. and a chord that bears South 73 deg. 43 min. 07 sec. West - 384.67 feet;

THENCE: Continuing across said 77.89 acre tract, with said curve to the left, an arc distance of 390.08 feet to 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for corner at the end of said curve;

THENCE: South 57 deg. 09 min. 47 sec. West, continuing across said 77.89 acre tract, a distance of 112.36 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for the southwest corner of this parcel of land;

THENCE: North 32 deg. 32 min. 42 sec. West, continuing across said 77.89 acre tract, a distance of 147.26 feet to 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for corner at the beginning of a curve to the right, having a radius of 810.00 feet, a central angle of 31 deg. 58 min. 54 sec. and a chord that bears North 16 deg. 33 min. 15 sec. West – 446.28 feet;

THENCE: Continuing across said 77.89 acre tract, in a northerly direction, with said curve to the right, an arc distance of 452.13 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for corner at the end of said curve;

THENCE: North 00 deg. 33 min. 48 sec. West, continuing across said 77.89 acre tract, at 328.80 feet, passing the south right-of-way line of the above described Lakecrest Drive and at 388.90 feet, passing the north-right-of-way line of said Lakecrest Drive and continuing for a total distance of 419.53 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for the northwest corner of this parcel of land;

THENCE: North 89 deg. 04 min. 10 sec. East, continuing across said 77.89 acre tract, at 344.21 feet, again passing the north right-of-way line of said Lakecrest Drive and continuing across said Lakecrest Drive for a total distance of 722.60 feet to the POINT OF BEGINNING

and containing 651,214 square feet or 14.950 gross acres of land (0.835 acres within the right-of-way of Lakecrest Drive).

EXHIBIT C

Depiction of the Project

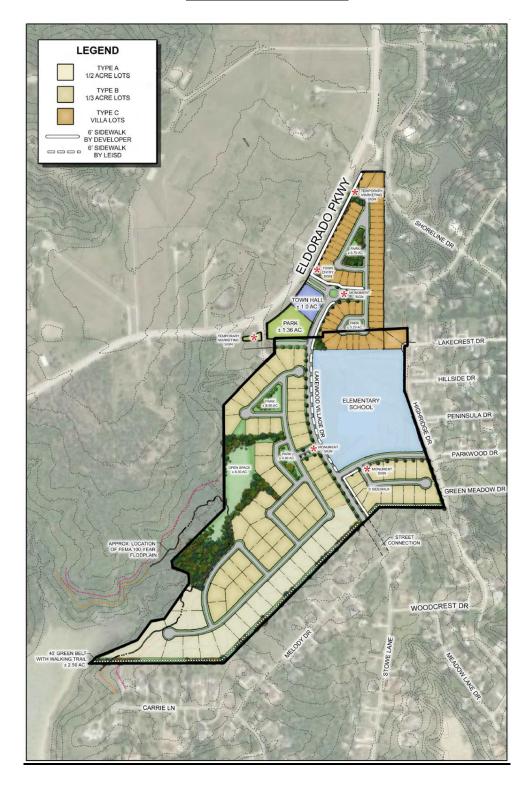
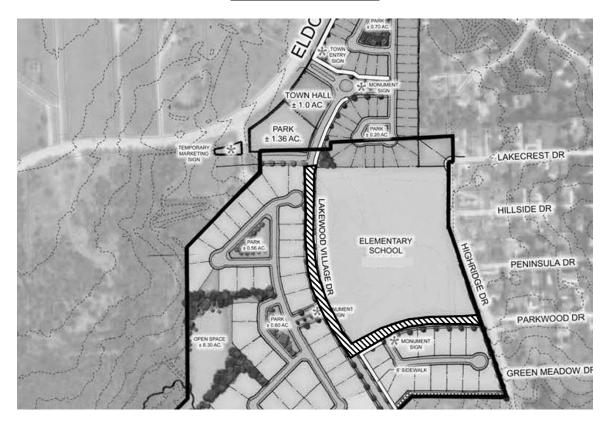


EXHIBIT D

Depiction of the Road





Board Agenda Item Little Elm Independent School District 300 Lobo Lane Little Elm, Texas 75068					
Board Mtg. Date 11-16-2020	Reports of the Superintendent	Action Item ⊠	Consent Agenda	Reports, Routine Monthly	Other
Subject:	WATER & SEWER EASEMENT TO SAM HILL VENTURE FOR FUTURE LAKEWOOD VILLAGE SCHOOL SITE				
Presenter or Contact Person:	Rod Reeves, Executive Director for Operational Services				
Policy/Code:	CDB (LEGAL)				
Strategic Plan Goal:	Ensuring Fiscal Health & Sustainability				
Summary:	The Administration is seeking the consideration and approval of a thirty (30') foot water and sewer easement to Sam Hill Venture. This easement is required to finalize a real estate exchange with Sam Hill Venture, the exchange agreement was effective August 26, 2019.				
Financial Implications:	There are no financial implications.				
Attachments:	Water & Sewer Easement with Exhibits				
Recommendation:	The Administration recommends the approval of the water and sewer easement to Sam Hill Venture and authorizes the Board President to execute the final easement.				
Motion:	I move the Board approve the water and sewer easement and authorize the Board President to execute the final easement.				

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER."

AFTER RECORDING, PLEASE RETURN TO:

Sam Hill Venture Attn: Douglas Mousel 5850 Granite Parkway, Suite 100 Plano, Texas 75024

30' WATER LINE AND SEWER LINE EASEMENT

THE STATE OF TEXAS	§ §	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON	§	

THAT, **LITTLE ELM INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas with mailing address at 300 Lobo Lane, Little Elm, Texas 75068, hereinafter called "<u>Grantor</u>," for and in consideration of the sum of **ONE DOLLAR (\$1.00)** and other good and valuable consideration to Grantor in hand paid by the **SAM HILL VENTURE**, a Texas joint venture with mailing address at c/o LandPlan Development Corp., 5850 Granite Parkway, Suite 100, Plano, Texas 75024, hereinafter called "<u>Grantee</u>", the receipt and sufficiency of which are hereby acknowledged, does GRANT, DEDICATE, SELL and CONVEY to the Grantee, AS-IS, WHERE-IS, and WITH ALL FAULTS, a non-exclusive easement and right to construct, reconstruct, repair, operate, alter, relocate and perpetually maintain one or more water line and sewer line facilities, (the "<u>Facilities</u>"), together with all incidental improvements, and all necessary laterals in, upon and across certain real property located in the Town of Lakewood Village, Denton County, Texas, as more particularly described in <u>Exhibit "A"</u>, which is attached hereto and made a part hereof by reference as if fully set forth herein (the "<u>Easement Property</u>"). As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the easement unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property or any part thereof, and with the

right of access across Grantor's adjacent property for ingress and egress to the Easement Property as described below for the purpose of constructing, reconstructing, repairing, altering, operating, relocating and maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor retains, reserves and shall continue to enjoy all the rights of ownership of the surface of the easements to the extent only that Grantor's use of the surface is compatible with, and does not interfere with, Grantee's use of the easements and Facilities. Grantee shall construct, reconstruct, operate, improve, repair, and maintain the Facilities at Grantee's sole cost and expense.

All construction upon and use of the easement by Grantee shall comply with the controlling ordinances, permitting requirements, zoning, laws and regulations, at Grantee's sole cost and expense. Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, and shrubs within the Easement Property that were removed as a result of such work. Grantee shall not remove or relocate any fences within or adjacent to the property without the prior written consent of Grantor. Any and all work to be performed by Grantee or Grantee's contractors or agents shall be performed in a safe and workmanlike manner and shall, to the extent practicable, not be performed during school hours when students are present. Grantee shall install safety fencing during construction to prevent students or members of the public from accessing the area.

Grantee shall keep the property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Grantee. Grantee shall cause any lien imposed on the property to be released of record within ten (10) days after request by Grantor.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to construct, reconstruct, alter, operate, relocate and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee is unable to access the Easement Property due to physical barriers or conditions, then the Grantee, its successors and assigns, shall have, and are hereby granted, the right of ingress and egress over that portion of the Grantor's adjacent property within fifteen feet (15') of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property shown of record in office of the County Clerk of Denton County, Texas, to the extent that the same may still be in force and effect. If Grantee so desires, Grantee may perform title work at Grantee's sole cost and expense, to confirm whether there are any liens, attachments, easements, or other encumbrances which would affect the title or right of Grantor to convey the easements to the Grantee for the purposes described herein.

This instrument shall not be considered as a deed to the Easement Property or any part thereof, and the right is hereby reserved to Grantor, its successors and assigns, to use such property to landscape and build and construct fences, driveways and other associated improvements over or across said easement; provided, however, that in no event shall a wall, structure or building of any type other than those previously described or any piling, pier or isolated footing of any wall, structure or building be placed directly on said Easement Property.

GRANTEE SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS GRANTOR, AND ITS BOARD OF TRUSTEES, OFFICERS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, SUITS, LIABILITIES, JUDGMENTS, COSTS, DAMAGES AND EXPENSES OF ANY KIND, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR IN ANY WAY RELATED TO THE CONSTRUCTION, RECONSTRUCTION, REPAIR, OPERATION, ALTERATION, RELOCATION OR MAINTENANCE OF THE FACILITIES, OR THE USE OR

ENJOYMENT BY GRANTEE, ITS SUCCESSORS OR ASSIGNS OF THE EASEMENT PROPERTY, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OR ABANDONMENT OF THE EASEMENT GRANTED HEREIN. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES SHALL BE REIMBURSED BY GRANTEE TO THE INDEMNIFIED PARTIES, AND ANY COSTS AND EXPENSES SO INCURRED BY THE INDEMNIFIED PARTIES SHALL BEAR INTEREST UNTIL REIMBURSED BY THE GRANTEE, AT THE THEN-CURRENT INTEREST RATE TO BE PAID ON JUDGMENTS UNDER THE LAWS OF THE STATE OF TEXAS.

Prior to Grantee or its contractors, agents and employees entering on to the Easement Property or any property owned by Grantor, Grantee shall provide Grantor a Certificate of Liability Insurance with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

By entering into this agreement, Grantor does not waive its rights of governmental immunity provided under law to Grantor.

This instrument shall constitute a covenant running with the land and shall benefit and burden the applicable real properties described herein and shall inure to the benefit of, and be binding upon, Grantee and Grantor, and their respective successors or assigns. Grantor, at any time, may access and tap into a line installed within the Easement Property, for continued use by Grantor. The easements, rights and privileges herein granted shall be perpetual or for so long as Grantee shall utilize the easements for the purposes intended. The easements, rights and privileges granted herein shall terminate when, or at such time, as the purposes hereof cease to exist, are abandoned by Grantee, or become impossible of performance.

This instrument will be construed under the laws of the state of Texas, and venue for any dispute arising hereunder shall be in Denton County. If Grantee so desires, Grantee may conduct environmental studies on the property to determine whether there are any hazardous materials on the property and whether the property is suitable for the purposes described herein.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

The individual executing this instrument on behalf of the Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of the Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on the Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

WITNESS THE GRANTOR'S HAND to be EFFECTIVE as of the ____ day of , 2020.

	LITTLE ELM INDEPENDENT SCHOOL DISTRICT				
By:					
-	Signature				
Name:					
Title:					

ACKNOWLEDGMENT

 THE STATE OF TEXAS
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 COUNTY OF DENTON
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 This instrument
 was acknowledged before me on the ____ day of _____, 2020 by its _____ of the Little Elm Independent School District.

Notary Public in and for the State of Texas

EXHIBIT "A"

EXHIBIT A

Page 1 of 3

30' WIDE WATER & SANITARY SEWER EASEMENT 21,677 Sq. Ft./0.498 Acres Sam Hill Venture William Loftin Survey, A-750 City of Lakewood Village Denton County, Texas

BEING a 0.498 acre strip of land situated in the City of Lakewood Village, in the William Loftin Survey, Abstract No. 750 of Denton County, Texas and being a part of that certain called 77.89 acre tract of land described in a Warranty Deed to Sam Hill Venture, dated March 5, 2004 and recorded in Document No. 2004-39575, Deed Records, Denton County, Texas (D.R.D.C.T.) and said strip of land being more particularly described by metes & bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the northeasterly inside ell corner of the above described 77.89 acre Sam Hill Venture tract and said point being on the north right-of-way line of Lakecrest Drive (a 60' wide public right-of-way as dedicated by Volume 960, Page 824, D.R.D.C.T.) and said point also being the most westerly northwest corner of Lakewood Village, Second Section, an addition to the City of Lakewood Village, according to the plat thereof, recorded in Cabinet J, Page 79, Plat Records, Denton County, Texas;

THENCE: South 00 deg. 31 min. 42 sec. East, across said Lakecrest Drive and along the east line of said 77.89 acre tract and the west line of said Lakewood Village addition, a distance of 38.21 feet to a mag nail with a steel washer, stamped "RPLS 4701", set in concrete on the southern portion of said Lakecrest Drive for the POINT OF BEGINNING and said point being the northeast corner of the hereinafter described strip of land;

THENCE: South 00 deg. 31 min. 42 sec. East, continuing across said Lakecrest Drive, at 22.14 feet, passing the intersection of the south right-of-way line of said Lakecrest Drive and the west right-of-way line of High Ridge Drive (a 60' wide public right-of-way, dedicated by the above described plat) and continuing along the east line of said 77.89 acre tract and the west line of said Lakewood Village addition as well as the west right-of-way line of said High Ridge Drive for a total distance of 30.00 feet to a point for the southeast corner of this strip of land;

THENCE: South 89 deg. 04 min. 10 sec. West, departing from the west right-of-way line of said High Ridge Drive, over and across said 77.89 acre tract and Lakecrest Drive, a distance of 722.58 feet to a point for the southwest corner of this strip of land, on the north side of said Lakecrest Drive;

THENCE: North 00 deg. 33 min. 48 sec. West, departing from said Lakecrest Drive, continuing across said 77.89 acre tract, a distance of 30.00 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for the northwest corner of this strip of land;

THENCE: North 89 deg. 04 min. 10 sec. East, continuing across said 77.89 acre tract and again crossing said Lakecrest Drive, a distance of 722.60 feet to the POINT OF BEGINNING and containing 21,677 square feet or 0.498 acres of land.

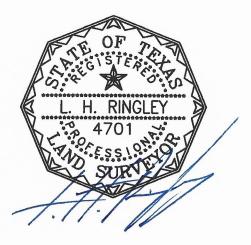
Note:

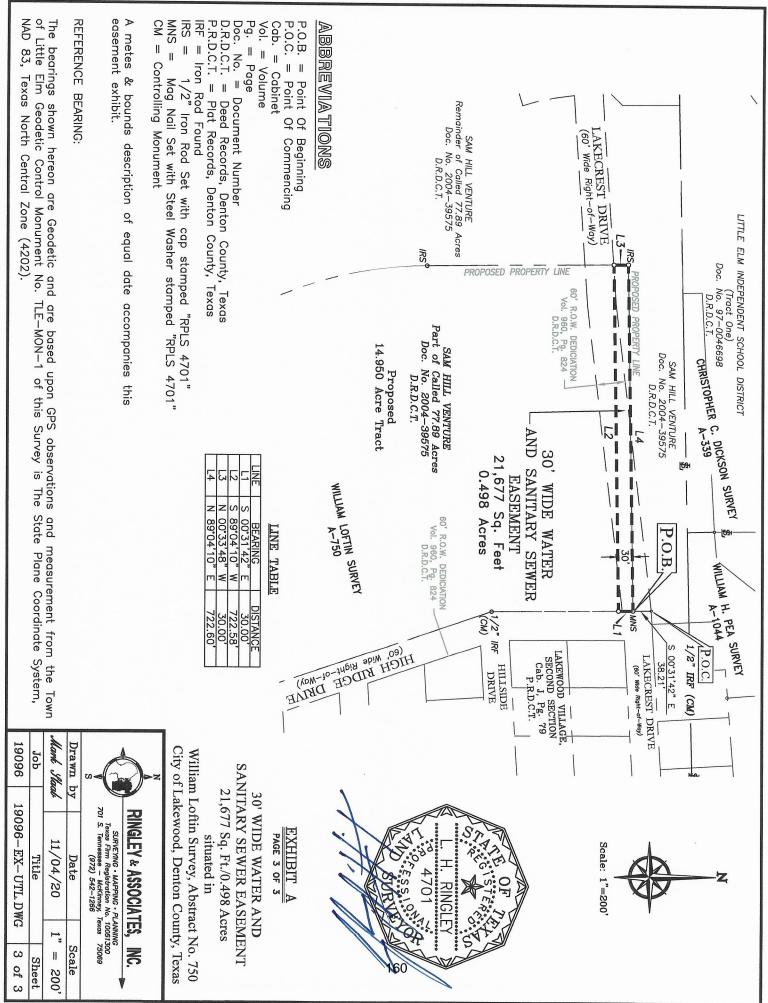
The bearings shown hereon are Geodetic and are based upon GPS observations and measurement from the Town of Little Elm Geodetic Control Monument No. TLE-MON-1 of this Survey is The State Plane Coordinate System, NAD 83, Texas North Central Zone (4202).

A Survey Plat of equal date accompanies this metes & bounds description.

Prepared Under My Hand & Seal, This 4th Day of November, 2020.

Lawrence H. Ringley, R.P.L.S. State of Texas, No. 4701





Board Agenda Item Little Elm Independent School District 300 Lobo Lane Little Elm, Texas 75068				
Board Mtg. Date 11-16-2020	Reports of the SuperintendentAction Item IConsent AgendaReports, RoutineImage: Consent intendentItem Item Item ImagendaAgenda ImagendaMonthly Imagenda			
Subject:	LEASE OF REAL PROPERTY, APPROXIMATELY 60.141 ACRES, GEORGE W. DANIEL SURVEY, ABSTRACT NO. 331, AND BEING ALL OF LOTS 17 & 18 HUNTERS RIDGE ADDITION, CITY OF OAK POINT, DENTON COUNTY, TEXAS			
Presenter or Contact Person:	Rod Reeves, Executive Director for Operational Services			
Policy/Code:	CDB (LEGAL)			
Strategic Plan Goal:	Ensuring Fiscal Health & Sustainability			
Summary:	The Administration is seeking the consideration and approval of advertising and accepting sealed bids for the lease of approximately 60.141 of LEISD real property in Oak Point, Texas.			
Financial Implications:	If a lease is approved by the Board, the tenant will maintain the property for the term of the lease agreement.			
Attachments:	Bid Package with Lease Agreement for Real Property Newspaper Advertisement for the Lease of Real Property			
Recommendation:	The Administration recommends the approval of the lease bid package and newspaper advertisement as submitted and authorizes the superintendent or his designee to advertise the lease, issue the bid package, and open sealed bids for consideration at a future Board meeting.			
Motion:	I move the Board approve the lease bid package and 161			

newspaper advertisement as submitted and authorizes the superintendent or his designee to advertise the lease, issue the bid package, and open sealed bids for consideration at a future Board meeting.

BID PACKAGE LITTLE ELM INDEPENDENT SCHOOL DISTRICT LEASE OF REAL PROPERTY

I. INVITATION TO BID ON LEASE OF REAL PROPERTY FOR AGRICULTURE

The Board of Trustees of the Little Elm Independent School District ("Little Elm ISD") hereby serves notice that it will accept sealed bids for lease for agricultural purposes of the following real property ("Property"):

APPROXIMATELY 60.141 ACRES OF LAND DESCRIBED AS THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE GEORGE W. DANIEL SURVEY, ABSTRACT NO. 331, DENTON COUNTY, TEXAS, AND BEING ALL OF LOTS 17 AND 18 OF HUNTERS RIDGE ADDITION, AN ADDITION IN DENTON COUNTY AS RECORDED IN CABINET M, PAGE 322 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS, SAID PROPERTY BEING FURTHER DESCRIBED IN EXHIBIT "A" ATTACHED.

Sealed bids will be received until:

<u>2:00 P.M. on [Date]</u>

Mailing & Physical address:

Little Elm Independent School District

Phone: _____

Bid envelopes must be plainly marked on the outside as follows:

SEALED BID - DO NOT OPEN LEASE OF REAL PROPERTY OPENED AT 2:00 PM on [Date]

All bids received at or prior to such time will be opened and read aloud. Bidder agrees that the bid shall remain open and subject to acceptance by Little Elm ISD for a period of sixty (60) calendar days from the bid date. The Board of Trustees plans to take action on bids at the next regularly scheduled meeting after the bid opening. Any lease shall commence only after approval by the Board of Trustees, but no earlier than December 1, 2020. Little Elm ISD reserves the right to accept any bid, to reject any and all bids and to waive any informality in bids received. Bids received after the deadline, e-mailed, or faxed bids will not be considered.

BID RESPONSES MUST BE SUBMITTED ON BID FORMS INCLUDED IN THE BID PACKAGE. THE BID PACKAGE CONTAINS REQUIRED BID TERMS AND DESCRIPTIVE INFORMATION ABOUT THE PROPERTY. BID RESPONSES NOT

MADE AS SET FORTH IN THE BID PACKAGE MAY BE DEEMED NON-RESPONSIVE AND MAY NOT BE CONSIDERED.

Bidder agrees, if the bid is accepted by Little Elm ISD, to enter an Agriculture Lease ("Lease"), the form of which is included in this bid package as Exhibit "B", within five (5) calendar days of written notice of acceptance of the bid by Little Elm ISD. Bidder=s failure to execute the Lease within such five (5) day period may be deemed a default by bidder, bidder will forfeit the earnest money, and Little Elm ISD will have no obligation to such bidder.

After execution of the Lease by the bidder, if the bidder terminates the Lease prior to the end of the term, bidder will not recover the earnest money.

The Property is being leased "AS IS, WHERE IS, WITH ALL FAULTS", and without any representations or warranties whatsoever, express or implied. In addition, the Property is being leased subject to the conditions, exceptions and reservations contained in the Bid Package and exhibits thereto.

Interested parties may contact Little Elm ISD [Title], [Name], at the address above to arrange for inspection of the premises. The Property may contain environmental conditions or hazards and the tenant will be required to assume all duties, costs, and risks of abatement of such conditions.

II. INSTRUCTIONS TO BIDDERS

1. LEASE TERM. The Lease shall be for a term of twelve (12) months with up to annual renewals for so long as the premises are not in use for school purposes or planned to be used for school purposes within the following 12-month period. It is understood and agreed that Landlord may cancel this Lease for any reason by giving ninety (90) days' written notice to Tenant of such intent. In the event of a cancellation of all or a portion of this Lease as provided in this Paragraph, neither Landlord nor its successors or assigns shall be liable to Tenant for any damages, costs or expenses whatsoever resulting from cancellation, including, but not limited to, lost harvest.

2. AGRICULTURE LEASE: The Agriculture Lease, insurance addendum, and related documents are included in this Bid Package as Exhibit "B". Little Elm ISD will consider proposed changes to the form of the Agriculture Lease submitted in writing with the bid; however, Little Elm ISD reserves the right to reject any proposed changes.

3. EARNEST MONEY: The Bid must be accompanied by a money order or cashier's check in the amount of <u>TWO HUNDRED DOLLARS (\$200.00)</u>, payable to Little Elm ISD. (Cash is <u>NOT</u> acceptable). The Earnest Money shall serve as the Security Deposit for the term of the Lease if the bid is awarded. If the bid is not awarded by Little Elm ISD, the Earnest Money will be returned to the bidder.

4. **TIME FRAME FOR AWARD:** Bids are planned to be presented to the Board of Trustees for acceptance at the first Regular Board meeting after bids are opened.

- **5. BID DOCUMENTS:** A complete bid response should include:
 - The Bid Form, properly completed, and
 - Earnest Money, in the form of a money order or cashier's check, in the amount set out in paragraph 3 above. (Cash is *NOT* acceptable).

6. WITHDRAWAL OF BIDS: Bidder may request permission to withdraw a bid prior to the actual time for bid opening. Such request must be made in person or in writing at the same location designated to receive the bid. Little Elm ISD will return the bid documents unopened at that time.

7. LEASE: The Property is leased subject to the exclusions, exceptions, conditions and stipulations outlined in the Agricultural Lease attached as Exhibit "B".

8. OTHER INFORMATION: Little Elm ISD believes the information included in this Bid Package is materially accurate, however, Little Elm ISD does not warrant this information to be free from errors or omissions. Bidders are encouraged to inspect the premises prior to placing a bid.

III. BID FORM

IMPORTANT: A bid, to be valid, must be manually signed in ink by an authorized person in the space provided. By such signature, bidder agrees to strictly abide by the terms, conditions, and specifications embodied in this bid.

Entity,	Company	or	Individuals'	Name:
Address:				
Telephone #:				
E-mail Address: _				
Date:				
Signature:				
Printed Name:				
Title:				

BID AMOUNT [MONTHLY or ANNUALLY (circle one)]

\$ _____per [MONTH] [YEAR]. In addition, Bidder agrees to maintain the Premises, including but not limited to cutting the grass as is reasonably necessary and maintain the existing fences on the property, and to perform any other maintenance required on the Premises.

INTENDED USE OF PROPERTY

Describe intended use the property. As noted in the lease, the permitted use is defined as "Solely for planting, raising, and harvesting _____ [description of permitted crop(s)]". Tenant shall not change the permitted use without advance written notice to and consent from Landlord. No livestock or horses shall be permitted on the Premises. No use of the polo field for polo purposes shall be permitted on the Premises.

Exhibit A

Description of the Property

FIELD NOTES TO ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE GEORGE W. DANIEL SURVEY, ABSTRACT NO. 331, DENTON COUNTY, TEXAS, AND BEING ALL OF LOTS 17 AND 18 OF HUNTERS RIDGE ADDITION, AN ADDITION IN DENTON COUNTY AS RECORDED IN CABINET M, PAGE 322 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS, AND BEING ALL OF A CALLED 5.00 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO VICTOR J. RAMON AND WIFE, FRANCIS S. RAMON, AS RECORDED IN CLERK'S FILE NO. 1997-R0020248, OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, AND BEING ALL OF A CALLED 50.62 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO VICTOR J. RAMON AND WIFE, FRANCIS S. RAMON, AS RECORDED IN CLERK'S FILE NO. 1997-R0011288, OF SAID REAL PROPERTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR CORNER AT THE NORTHWEST CORNER OF THE TRACT BEING DESCRIBED HEREIN, AT THE NORTHWEST CORNER OF SAID LOT 17, THE SOUTHWEST CORNER OF LOT 16, AND IN THE EAST RIGHT-OF-WAY LINE OF AN ASPHALT SURFACE ROADWAY UNDER APPARENT PUBLIC USE POSTED AS YACHT CLUB ROAD;

THENCE SOUTH 89 DEGREES 26 MINUTES 34 SECONDS EAST, PASSING EN ROUTE AT A DISTANCE OF 469.32 FEET A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 17 AND THE WESTERNMOST NORTHWEST CORNER OF SAID LOT 18, AND CONTINUING ALONG SAID COURSE FOR A TOTAL DISTANCE OF 1333.97 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE NORTH 00 DEGREES 26 MINUTES 19 SECONDS WEST A DISANCE OF 88.10 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE SOUTH 89 DEGREES 26 MINUTES 25 SECONDS EAST, WITH A NORTH LINE OF SAID LOT 18 FOR A DISTANCE OF 813.47 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER AT THE NORTHEAST CORNER OF SAID LOT 18, THE SOUTHEAST CORNER OF SAID LOT 16, AND THE WEST LINE OF A CALLED 96.72 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO KEVIN A MOKAROW, AS RECORDED IN DOCUMENT NO. 1998-36585 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS;

THENCE SOUTH 00 DEGREES 17 MINUTES 08 SECONDS EAST WITH THE EAST LINE OF SAID LOT 18 AND THE WEST LINE OF SAID 96.72 ACRE TRACT, ALONG OR NEAR A FENCE FOR A DISTANCE OF 1062.74 FEET TO A CAPPED IRON ROD SET FOR CORNER AT THE SOUTHEAST CORNER OF SAID LOT 18, THE SOUTHWEST CORNER OF SAID 96.72 ACRE TRACT, AND IN THE NORTH LINE OF A CALLED 101.65 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO PAYNE & TAURUS LLP AS RECORDED IN DOCUMENT NO. 2001-65614, OF SAID REAL PROPERTY RECORDS; THENCE NORTH 89 DEGREES 25 MINUTES 49 SECONDS WEST, WITH THE SOUTH LINE OF SAID LOT 18 AND THE NORTH LINE OF SAID 101.65 ACRE TRACT, ALONG OR NEAR A FENCE FOR A DISTANCE OF 2613.75 FEET TO A CAPPED IRON ROD SET FOR THE SOUTHWEST CORNER OF SAID LOT 18 AND THE NORTHWEST CORNER OF SAID 101.65 ACRE TRACT, AND IN THE EAST RIGHT-OF-WAY LINE OF SAID YACHT CLUB ROAD;

THENCE NORTH 00 DEGREES 26 MINUTES 56 SECONDS WEST, WITH THE EAST RIGHT-OF-WAY LINE OF SAID YACHT CLUB ROAD, THE WEST LINE OF SAID LOT 18, PASSING EN ROUTE AT A DISTANCE OF 510.08 FEET A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 17, AND CONTINUING ALONG SAID COURSE, AND THE WEST LINE OF SAID LOT 17 FOR A TOTAL DISTANCE OF 974.15 FEET TO THE PLACE OF BEGINNING AND CONTAINING 60.141 ACRES OF LAND MORE OR LESS.

Exhibit B

Agriculture Lease

[attached]

AGRICULTURAL LEASE

Basic Terms

Date:		, 2020		
Landlord:		E ELM INDEPENDENT SCHOOL DISTRICT, a Public School District and al subdivision of the State of Texas		
Landlord=s A	Address:	PO Box 6000, 300 Lobo Lane Little Elm, Texas 75068 Denton County		
Tenant:				
Tenant=s Ad	dress:			
		County		

Premises: APPROXIMATELY 60.141 ACRES OF LAND DESCRIBED AS THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE GEORGE W. DANIEL SURVEY, ABSTRACT NO. 331, DENTON COUNTY, TEXAS, AND BEING ALL OF LOTS 17 AND 18 OF HUNTERS RIDGE ADDITION, AN ADDITION IN DENTON COUNTY AS RECORDED IN CABINET M, PAGE 322 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS, being the same land conveyed to the Little Elm Independent School District, recorded on September 28, 2020, as Document No. 151993 of the Official Public Records of Denton County, Texas and being more particularly described by metes and bounds in **Exhibit A** attached hereto and incorporated herein for all purposes.

Excluded Improvements: Any structure, improvement, or equipment situated on the Land and constructed or installed by any person other than Tenant, except for the following: existing fencing on and surrounding the Premises.

Exceptions to Conveyance of Leasehold Interest and Warranty: See Exhibit B attached.

Base Rent: _____AND NO/100 DOLLARS (\$_____) per _____, payable on execution of this Lease and thereafter on ______ of each succeeding Renewal Term, if any. In addition, Tenant agrees, in return for the grant of this lease, to maintain the Premises, including but not limited to cutting the grass as is reasonably necessary and maintain the existing fences on the property, and to perform any other maintenance required on the Premises.

Initial Term: Twelve (12) months with up to <u>_____</u> annual renewals so long as the premises are not in use for school purposes or planned to be used for school purposes within the following 12-month period. It is understood and agreed that Landlord may cancel this Lease upon an event of default, sale of part or all of the Premises, or intent to use the Property for educational purposes, by giving ninety (90) days' notice in writing to Tenant of such intent. In the event of a cancellation of all or a portion of this Lease as provided in this

Paragraph, neither Landlord nor its successors or assigns shall be liable to Tenant for any damages, costs or expenses whatsoever resulting from cancellation, including, but not limited to, lost harvest.

Commencement Date: _____, 2020

Termination Date: _____, 2021

Renewal Term(s): This Lease will renew automatically for up to _____ additional one-year terms unless either Party terminates the Lease as provided herein.

Termination: Either Landlord or Tenant may terminate this Lease Agreement by giving the other party ninety (90) days' prior written notice. Upon such termination, Tenant shall give possession of the Leased Property to Landlord.

Security Deposit: TWO HUNDRED AND NO/100 DOLLARS (\$200.00)

Permitted Use: Solely for planting, raising, and harvesting ______ [description of permitted crop(s)] and maintenance as described above. Tenant shall not change the permitted use without advance written notice to and consent from Landlord. No livestock or horses shall be permitted on the Premises. No use of the polo field for polo purposes shall be permitted on the Premises.

Tenant=s Insurance: As required by Insurance Addendum

Definitions

"Injury" means (a) harm to or impairment or loss of property or its use or (b) harm to or death of a person.

"Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors.

"Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

"Tenant" means Tenant and its agents, contractors, employees, invitees, licensees, or visitors.

Clauses and Covenants

A. Tenant agrees to –

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

2. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

3. Obey all laws, code ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises, now in effect or hereinafter enacted, including the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner.

4. Pay the Base Rent when it is due to Landlord at Landlord's Address, and maintain the Premises in accordance with its commitments, as required above, in the Base Rent portions of this Lease.

5. Pay a late charge of five (5) percent of any Rent not received by Landlord by the tenth day after it is due.

6. Pay for all labor, fuel, water, and utility services used by Tenant. Tenant shall either reimburse Landlord for water used on a monthly basis or install a separate meter for Tenant's water use.

7. Pay all taxes on crops raised on, and Tenant's property located on the Premises.

8. Allow Landlord to enter the Premises to inspect the Premises and show the Premises to prospective purchasers, tenants and/or lenders.

9. Repair, replace, and maintain at Tenant's sole expense and in a timely manner, any injury or damage to any part of the Premises used by Tenant, including but not limited to, fences, or any part thereof.

10. Repair any damage to the Premises, Land, or Excluded Improvements caused by Tenant.

11. Maintain the insurance coverages described in the attached Insurance Addendum.

12. INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) ARISING OUT OF TENANT'S USE OF THE PREMISES. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (A) IS INDEPENDENT OF TENANT'S INSURANCE, (B) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (C) WILL SURVIVE THE END OF THE TERM, AND (D) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.

13. Vacate the Premises on the last day of the Term. Any personal property must be removed by the last day of the Term.

14. Pay all costs of planting, raising, and harvesting the crops.

15. Cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on like crops in the area. Tenant agrees to keep Premises clear of brush and excessive weeds, and maintain the Premises in a timely, thorough, manner.

16. Maintain adequate records on all matters related to farming the Premises and provide Landlord with a copy.

17. Keep all gates on the Premises closed and locked.

18. Enter and exit the Premises only at those places designated by Landlord.

B. Tenant agrees not to –

1. Use the Premises for any purpose other than the Permitted Use.

2. Create or allow a nuisance or permit any waste of the Premises.

3. Cause or permit any hazardous material to be brought upon, kept or used on or about the Premises.

4. Alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of manufactured housing or mobile home.

5. Assign this lease or sublease any portion of the Premises without Landlord's prior written consent.

6. Make any new agreement or change any existing agreement with any governmental entity.

7. Hunt or fish on the Land or allow anyone else to do so.

8. Use the polo field for polo purposes or allow anyone else to do so.

9. Litter or leave trash or debris on the Premises.

10. Allow a lien to be placed on the Premises.

C. Landlord agrees to –

- 1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date, subject to the termination provisions provided herein.
- 2. Return the Security Deposit, if any, to Tenant, less itemized deductions, if any, within sixty (60) days after the last day of the Term.

D. Landlord agrees not to –

1. Allow any use of the Premises inconsistent with the Permitted Use as long as Tenant is not in default.

E. Landlord and Tenant agree to the following:

1. *Alterations.* No structures may be built on the Premises without the advance written consent of Landlord. Any physical additions or improvements to the Premises made by Tenant, except fences erected by the Tenant which can be removed without damage to the Premises, will become the property of Landlord. Landlord may require that Tenant, at expiration or termination of this lease and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

2. *Abatement*. Tenant=s covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

3. Release of Claims/Subrogation. TENANT RELEASES LANDLORD FROM ALL CLAIMS OR LIABILITIES FOR ANY INJURY TO TENANT OR TO TENANT'S PROPERTY LOCATED ON THE PREMISES. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.

4. Condemnation/Substantial or Partial Taking.

- a. If the Premises cannot be used for the Permitted Use because of condemnation or purchase in lieu of condemnation, this lease will terminate.
- b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.
- c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

5. *Landlord=s Lien.* Tenant grants to Landlord a security interest in the collateral to secure payment and performance by Tenant of all obligations and payments due from Tenant under this lease. The collateral will include all of Tenant=s crops, livestock, and personal property located or to be located on the Premises, and all products, proceeds, increase, governmental payments, insurance proceeds, documents of title, and warehouse receipts relating to such property.

This lease is a security agreement under both Article 9 of the Texas Business and Commerce Code and the federal Food Security Act of 1985. Tenant agrees to furnish to Landlord a list of the names and addresses of any buyer, commission merchant, or selling agent to or through whom Tenant may sell the collateral. Tenant agrees to notify Landlord of the identity of any buyer, commission merchant, selling agent, or warehouse to or with whom Tenant intends to sell or store the collateral within seven (7) days before any sale or storage of the collateral.

6. *Default by Landlord/Events*. A default by Landlord is the failure to comply with any provision of this lease that is not cured within thirty (30) days after written notice.

7. *Default by Landlord/Tenant's Remedies*. Tenant's remedy for Landlord's default is to terminate this lease.

8. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent; (b) abandoning or vacating a substantial portion of the Premises; and (c) failing to comply within ten (10) days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

9. *Default by Tenant/Landlord=s Remedies*. Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises and (b) terminate this lease by written notice. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be farming the Premises, until the default is cured, without being liable for damages.

10. *Default/Waiver/Mitigation.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.

11. *Security Deposit.* If Tenant defaults, Landlord may use the Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default.

12. *Holdover*. If Tenant does not vacate the Premises following expiration or termination of this lease, Tenant will become a Tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

13. *Alternative Dispute Resolution*. Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

14. *Venue*. Exclusive venue is in the county in which the Premises are located.

15. *Entire Agreement*. This lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

16. *Amendment of Lease*. This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

Limitation of Warranties. THE PREMISES IS LEASED TO AND ACCEPTED BY 17. TENANT IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED. THE LEASE OF THE PREMISES IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (A) THE CONDITION OF THE PREMISES OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (B) THE INCOME TO BE DERIVED FROM THE PREMISES; (C) THE COMPLIANCE WITH ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE SOIL CONDITIONS, WATER, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PREMISES OR WHICH AFFECT THE PREMISES; (E) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PREMISES; (F) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PREMISES; (G) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PREMISES; (H) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PREMISES; (I) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY PORTION OF THE PREMISES; AND (J) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY LESSOR WHATSOEVER. TENANT HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PREMISES AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PREMISES FOR TENANT'S INTENDED USE.

18. *Notices*. Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

19. *Mineral Interests.* This lease is subordinate to any present or future oil, gas, or other mineral exploration agreements and leases relating to the Land. Landlord will not be liable to Tenant for any damages for actions attributable to those agreements and will receive all consideration paid therefor. Any damages to growing crops arising from an oil, gas, or mineral interest will be divided between Landlord and Tenant in the same proportions as the crops are divided.

20. *Other Interests.* This lease is subordinate to any validly existing liens, easements, rights-of-way, and prescriptive rights, whether of record or not; all presently

recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Landlord, and other instruments, which affect the Premises. Tenant shall ascertain the location of all such easements and Tenant's operations shall not damage or interfere with the same. Landlord will not be liable to Tenant for any damages for actions attributable to those agreements and will receive all consideration paid for such easements.

21. *Landlord's Use.* Landlord retains the right to enter on and use and/or permit third parties to enter on and use the Premises for fishing, and other uses that do not materially interfere with Tenant's farming rights.

[Signatures on Next Page]

LANDLORD:

LITTLE ELM INDEPENDENT SCHOOL DISTRICT

By:_____
Printed Name: _____ Title: _____

TENANT:

By:_____
Printed Name: _____ Title: _____

Insurance Addendum to Agricultural Lease

Lease		
	Date:	
	Landlord:	LITTLE ELM INDEPENDENT SCHOOL DISTRICT, a Public School District
	Tenant:	

This insurance addendum is part of the lease.

Tenant agrees to –

1. Maintain the liability insurance policies required below (mark applicable boxes) during the Term and any period before or after the Term when Tenant is present on the Premises:

Туре	of Insurance	Minimum Policy Limit		
	Commercial general liability (occurrence basis) endorsed to cover farm operations	Per occurrence: Aggregate: Property Damage:	\$1,000,000.00 \$1,000,000.00 \$ 300,000.00	
	Workers= compensation (if applicable)	\$500,000.00		
	Employer=s liability (if applicable)	\$		
	Business automobile liability (if applicable)	\$		
		.		

Umbrella/excess liability (occurrence basis) \$

- 2. Comply with the following additional insurance requirements:
 - a. All liability policies must be endorsed to name Landlord as an "additional insured" on a form that does not exclude coverage for the sole or contributory ordinary negligence of Landlord and must not be endorsed to exclude the sole negligence of Landlord from the definition of "insured contract."
 - b. Certificates of insurance and copies of any additional insured and waiver of subrogation endorsements must be delivered by Tenant to Landlord before entering the Premises and thereafter at least ten days before the expiration of the policies, or on the anniversary date of the commencement of the Lease.
 - c. All policies required of Tenant hereunder shall contain a provision whereby the insurer is not allowed to cancel or materially change the coverage without first giving thirty (30) days written notice to the Landlord.

Exhibit A

Description of the Premises

[to be attached]

Exhibit B

Exceptions to Conveyance of Leasehold And Warranty

- 1. Standby fees, taxes and assessments by any taxing authority for the year 2020 and subsequent years.
- 2. The following restrictive covenants of record itemized below:

Recorded under Clerk's File No(s). 96-R0011288 and 96-R0046920, as Amended in 2012-63283, Real Property Records, Denton County, Texas.

Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

- 3. The following matters shown on the plat thereof recorded in Cabinet M, Page 322, Plat Records, Denton County, Texas:
 - i). One hundred foot building line
 - ii). Seventy foot drainage easement
 - iii). Fifteen foot utility easement

Shown on survey prepared by J.E. Thompson, Registered Professional Land Surveyor Number 4857, Job No. 20251, dated September 8, 2020 (the "Survey").

- 4. Easement(s) and rights incidental thereto, as granted in a document to Texas Power & Light Company recorded on February 23, 1945, in Volume 313, Page 39, Real Property Records, Denton County, Texas, as noted on the Survey.
- 5. Easement(s) and rights incidental thereto, as granted in a document to Denton County Electric Cooperative, Inc., recorded on January 8, 1954, in Volume 403, Page 181, Real Property Records, Denton County, Texas, as noted on the Survey.
- 6. Easement(s) and rights incidental thereto, as granted in a document to Denton County Electric Cooperative, Inc., recorded on January 9, 1954, in Volume 403, Page 187, Real Property Records, Denton County, Texas, as noted on the Survey.
- 7. Easement(s) and rights incidental thereto, as granted in a document to Denton County Electric Cooperative, Inc., recorded on January 14, 1954, in Volume 403, Page 222, Real Property Records, Denton County, Texas, as noted on the Survey.

- 8. Easement(s) and rights incidental thereto, as granted in a document to Mustang Water Supply Corporation for a Water line easement 20' (twenty feet) wide for an 8" (eight inch) water line, recorded on January 7, 1993, under Clerk's File No. 93-R0070935, Real Property Records, Denton County, Texas, as affected by instruments recorded under Clerk's File No(s). 95-R0049232 and 95-R0073231, Real Property Records, Denton County, Texas, as noted on the Survey.
- 9. Easement(s) and rights incidental thereto, as granted in a document to Texas Utilities Electric Company, a Texas Corporation, recorded on June 30, 1997, under Clerk's File No. 97-R0043428, Real Property Records, Denton County, Texas, shown and noted on the Survey.

[ADD LITTLE ELM ISD LETTERHEAD]

To: [INSERT NEWSPAPER]

Please publish in the Legal Section of your paper the following Legal Notice on ______, 2020 and ______, 2020:

NOTICE OF LEASE OF REAL PROPERTY

The Board of Trustees of the Little Elm Independent School District ("LEISD") hereby serves notice that it will accept sealed bids for the lease for agricultural purposes of the surface only the following real property:

DESCRIPTION: APPROXIMATELY 60.141 ACRES OF LAND DESCRIBED AS THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE GEORGE W. DANIEL SURVEY, ABSTRACT NO. 331, DENTON COUNTY, TEXAS, AND BEING ALL OF LOTS 17 AND 18 OF HUNTERS RIDGE ADDITION, AN ADDITION IN DENTON COUNTY AS RECORDED IN CABINET M, PAGE 322 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS.

Interested parties may contact [Name], [Title], at the address below or via e-mail to [email address] to receive a Bid Package, which provides information concerning the property and other important information. LEISD reserves the right to reject any and all bids and to waive any formalities or irregularities, and to award any lease in the best interest of the District.

Sealed bids will be received until: [____Date___], at 2:00 p.m.

Address:

Little Elm Independent School District Attn: [Name] [Title] _____address]_____

Board Agenda Item Little Elm Independent School District 300 Lobo Lane Little Elm, Texas 75068					
Board Mtg. Date 11-16-2020	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Subject:	MUNICIPAL SERVICE AGREEMENT WITH THE TOWN OF LAKEWOOD VILLAGE RELATED TO THE FULL PURPOSE ANNEXATION OF APPROXIMATELY 16.371 ACRES IN THE CHRISTOPHER C. DICKSON SURVEY, ABSTRACT NO. A- 339, DENTON COUNTY.				
Presenter or Contact Person:	Rod Reeves, Executive Director for Operational Services				
Policy/Code:	CDB (LEGAL)				
Strategic Plan Goal:	Ensuring Fiscal Health & Sustainability				
Summary:	The Administration is seeking the consideration and approval for Little Elm ISD to enter into a municipal service agreement with the Town of Lakewood Village related to the full purpose annexation of District property located in Denton County, Texas which consists of approximately 16.371 acres in the Christopher C. Dickson Survey, currently located in the Town's extraterritorial jurisdiction. The Board has already entered into a real estate exchange agreement with Sam Hill Venture effective on August 26, 2019, for the exchange of the 16.371 acres owned by Little Elm ISD for 14.95 acre school tract already within the Town of Lakewood Village. The real estate exchange is contingent on the annexation of the 16.371 LEISD property.				
Financial Implications:	There are no financ	cial implic	ations.		
Attachments:	Municipal Service	Agreemer	nt		

Recommendation:	The Administration recommends the approval of a municipal service agreement between Lakewood Village and Little Elm ISD and authorizes the superintendent or his designee to execute the agreement.
Motion:	I move the Board approve the municipal service agreement between Lakewood Village and Little Elm ISD and authorizes the superintendent or his designee to execute the agreement.

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE TOWN OF LAKEWOOD VILLAGE, TEXAS AND THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT

This Municipal Services Agreement ("Agreement") is entered into on the _____ day of _____, 2020, by and between the Town of Lakewood Village, Texas, a general law municipality of the State of Texas ("Town"), and the Little Elm Independent School District, a public school district and political subdivision of the State of Texas ("Owner").

WHEREAS Texas Local Government Code Section 43.0671 permits the Town to annex an area if each owner of land in an area requests the annexation; and

WHEREAS where the Town elects to annex such an area, the Town is required to enter into a written agreement with the property owner that sets forth the town services to be provided for the property on or after the effective date of annexation; and

WHEREAS Owner owns two certain parcels of land situated in Denton County, Texas, which consist of approximately 16.209 acres (Tract 1) and 0.162 acres (Tract 2) in the Christopher C. Dickson Survey, Abstract No. A-339, located in the Town's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A, attached and incorporated herein by reference ("Property"); and

WHEREAS Owner has filed a written request with the Town for full-purpose annexation of the Property; and

WHEREAS Town and Owner desire to set out the Town services to be provided for the Property on or after the effective date of the annexation; and

WHEREAS the annexation of the Property is subject to approval by the Town Council of the Town.

NOW, THEREFORE, in exchange for the mutual covenants, conditions, and promises contained herein, Town and Owner agree as follows:

- 1. PROPERTY. This agreement is only applicable to the Property, which is the subject of the annexation request as described in Exhibit A.
- 2. INTENT. It is intent of the Town that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
- 3. MUNICIPAL SERVICES.
 - a. Commencing on the effective date of annexation, the Town will provide the municipal services set forth below. As used in this Agreement, "providing

services" includes having services provided by any method or means by which the Town may extend municipal services to any other area of the Town, including the Town's infrastructure extension policies and developer or property owner participation shall be in accordance with applicable town ordinances, rules, regulations, and policies.

- i. FIRE AND EMERGENCY MEDICAL SERVICES. The Town's Fire Department will provide fire protection and emergency medical services.
- ii. PLANNING, ZONING, AND BUILDING. The Town's Building Department will provide planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
- iii. STREETS. The Town's Public Works Department will maintain the public streets over which the Town has jurisdiction.
- iv. WATER AND WASTEWATER. Once connected to the Town's water and/or sanitary sewer mains, the water and sanitary sewer service will be provided by the Town at rates established by Town ordinances for such service.
- v. SOLID WASTE SERVICES. The Town will provide solid waste collection services in accordance with existing Town contracts.
- vi. CODE COMPLIANCE. The Town will provide education, enforcement, and abatement relating to code violations within the Property.
- b. It is understood and agreed that the Town is not required to provide a service that is not included in this Agreement.
- c. Owner understands and acknowledges that the Town departments listed may change names or be reorganized by the Town Council. Any reference to a specific department also includes any subsequent Town department that will provide the same or similar services.
- 4. AUTHORITY. Town and Owner represent that they have full power, authority, and legal right to execute, deliver, and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction and subject to the approval of the Town Council. Nothing in this Agreement guarantees favorable decisions by the Town Council.
- 5. SEVERABILITY. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term, or provision, and the

rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

6. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the owner and his successors and assigns.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this agreement in multiple copies, each of equal dignity, on this the ______ day of ______, 2020.

LITTLE ELM INDEPENDENT SCHOOL DISTRICT, A Texas independent school district

By:	
Printed Name: _	
Title:	

SEAL]

STATE OF TEXAS COUNTY OF DENTON

Before me the undersigned notary public appeared ______, on behalf of Little Elm Independent School District, a Texas independent school district, for the consideration therein expressed.

Notary Public for the State of Texas

[SEAL]

TOWN OF LAKEWOOD VILLAGE A Texas Type-A General Law Municipality

By: Dr. Mark E. Vargus Mayor

SEAL]

STATE OF TEXAS COUNTY OF DENTON

Before me the undersigned notary public appeared Dr. Mark E. Vargus, Mayor, on behalf of the Town of Lakewood Village, a Texas Municipality, for the consideration therein expressed.

Linda Asbell, TRMC, CMC Town Administrator/Town Secretary Notary Public for the State of Texas

[SEAL]

EXHIBIT A DESCRIPTION OF LITTLE ELM INDEPENDENT SCHOOL DISTRICT PROPERTY

LEGAL DESCRIPTION (Tract 1)

SHUATED in the Christopher C. Dickson Survey, Abstract No. 339 of Denton County, Teras and being part of that certain called 16.964 acre tract (including public right-of-way) of land described in a Special Warranty Deed from the Town of Little Rhm, Teras to Little Rhm Independent School District, recorded in Document No. 97-0048698, Deed Records, Denton County, Teras (D.R.D.C.T.) and being all of that certain called 0.11 acre tract described in a Special Warranty Deed from Denton County, Teras to Little Rhm Independent School District, recorded in Document No. 2009-41502, D.R.D.C.T. and being more particularly described by metes & bounds as follows:

EXCENNIONG at a 3/8 meh iron rod found at the southeast corner of the above described 16.964 acre tract and the southwest corner of Elock 1 of Sunrise Bay At Lake Lewisville, an addition to Denton County. Texas, according to the plat thereof, recorded in Cabinet L, Page 224, Plat Records, Denton County, Texas (P.R.D.C.I.) and said beginning point also being on the north line of that certain called 77.89 acre tract of land described in a deed to Sam Hill Venture, recorded in Document No. 2004-39575, D.R.D.C.T.;

THENCE: South 86 deg. 56 min. 31 sec. West, along the common line of said 16.984 acre tract and said 77.89 acre tract, a distance of 499.50 feet to a 5/8 inch iron rod found for corner;

THENCE: South 01 deg. 25 min. 12 sec. East, continuing along said common line, a distance of 40.19 feet to a 1/2 inch iron red found for corner;

THENCE: South 88 deg. 50 min. 03 sec. West, continuing along said common line, at 391.40 feet, passing a 1/2 inch iron rod found for the northwest corner of said 77.89 acre tract and same being the northwast corner of that certain called 19.249 acre tract of land described in a deed to Philip L. Bancock and wife, Lynn A. Hancock and Stephen R. Dumaine, recorded in Document No. 2006-47468, D.R.D.C.T., and continuing for a total distance of 437.11 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped "EPLS 3047", found for the most southerly southwest corner of this tract on the east right-of-way line of Lakecrest Drive (a public road, dedicated to Denton County, Texas, Document No. 2006-66546, D.R.D.C.T.) and said point also being the most northerly northeast corner of that certain 60 foot wide public right-of-way dedication conveyed to the City of Lakewood Village (First Tract), recorded in Volume 960, Page 824, D.R.D.C.T.;

THENCE: North 03 deg. 11 min. 05 sec. West, along the east right—of-way line of said Lakecrest drive, at 100.16 feet, passing the south corner of the above described 0.11 acre tract and continuing for a total distance of 122.44 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped "RPLS 3047", found at the beginning of a curve to the right, having a radius of 10.00 feet, a central angle of 59 deg. 40 min. 14 sec. and a chord that bears North 28 deg. 49 min. 03 sec. East — 9.95 feet;

THENCE: Along the westerly line of said 0.11 acre tract and with said curve to the right, an arc distance of 10.41 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped 'RPLS 3047', found for corner on the southwesterly right-of-way line of W. Eldorado Parkway (a variable width public right-of-way) and said point being the beginning of a non-tangent curve to the left, having a radius of 1,006.60 feet, a central angle of 15 deg. 31 min. 46 sec. and a chord that bears North 48 deg. 58 min. 05 sec. East - 272.00 feet;

THENCE: Along the common line of said 0.11 acre tract and said W. Eldorado Parkway, an arc distance of 272.83 feet to L/2 inch iron rod, topped with a plastic cap, stamped "RPLS 3047", found for the northern corner of said 0.11 acre tract and said point being the beginning of a non-tangent curve to the left having a radius of 590.00 feet, a central angle of 05 deg. 29 min. 04 sec. and a chord that bears North 27 deg. 19 min. 12 sec. East - 56.45 feet;

THENCE: Continuing along the southeasterly right-of-way line of said W. Eldorado Parkway and with said curve to the left, an arc distance of 56.48 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped RFLS 3047, found for the southeast corner of that ourtain called 0.587 acre tract of land described in a deed from Little Elm Independent School District to Dentom County, Texas, recorded in Document No. 98-0026096, D.R.D.C.T. and said point being the beginning of another non-tangent curve to the left, having a radius of 994.93 feet, a central angle of 11 deg. 58 min. 18 sec. and a chord that bears North 31 deg. 51 min. 40 sec. Rast - 206.93 feet;

THENCE: Continuing along the common line of said W. Elderado Parkway and said 0.587 acre tract, an are distance of 207.30 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped "RPLS 3047", found for corner at the end of said curve;

THRMCR: North 25 deg. 55 min. 10 sec. Rast. a distance of 927.87 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped "RPLS 3047", found on the north line of said 16.964 acre tract and on the south line of that certain tract of land described in a deed to the Town of Little Elm (Little Elm Sunrise Bay Water Plant), recorded in Document No. 1995-0078024, D.R.D.C.T.;

THENCE: North 89 deg. 17 mm. 47 sec. East, departing from said W. Eldorado Farkway, along the common line of said 16.964 acre tract and said Town of Little Linn tract, a distance of 175.42 feet to a 1/2 meh iron rod, topped with a red plastic cap, stamped "RPLS 4701", set in a landscaped area, next to a stone screening fence, for the northeast corner of said 18.964 acre tract and the southeast corner of said Town of Little Kinn tract and said point being on the west line of the above described Block 1 of Sunrise Bay &t Lake Lewisville:

THENCE: South 00 deg. 42 min. 14 sec. East, along the common line of said 16.964 acre tract and Block 1, a distance of 1,296.79 feet to the PODAT OF BEGDOUNG and containing 706,074 square feet or 16.209 acres of land.

LEGAL DESCRIPTION (Tract 2)

SITUATED in the Christopher C. Dickson Survey, Abstract No. 339 of Denton County, Texas and being part of that certain called 15.964 acre tract (including public right-of-way) of land described in a Special Warranty Deed from the Town of Little Elm, Texas to Little Elm Independent School District, recorded in Document No. 97-0046698, Deed Records, Denton County, Texas (D.R.D.C.T.) and being more particularly described by metes & bounds as follows:

BEGOMENG at a 1/2 inch iron rod, topped with a plastic cap, stamped "RPLS 3047", found for the most westerly southwest corner of the above described 18.984 acre tract, on the north line of that certain called 19.429 acre tract of land described in a deed to Philip L. Hancock and wife, Lynn A. Hancock and Stephen R. Dumaine, recorded in Document No. 2008-47468, D.R.D.C.T.;

THENCE: North 08 deg. 55 min. 00 sec. West, along the most westerly west line of said 18.964 acre tract, a distance of 29.39 feet to a 1/2 mch iron rod, topped with a plastic cap, stamped "BPLS 3047", found on the southern right-of-way line of W. Eldorado Parkway (a variable width public right-of-way) for the most westerly northwest corner of said 16.964 acre tract and said point being in a non-tangent curve to the left, having a radius of 614.90 feet, a central angle of 14 deg. 41 min. 56 sec. and a chord that bears North 73 deg. 25 min. 24 sec. East - 157.32 feet;

THENCE: Along the common line of said 16.964 acre tract and said W. Eldorado Parkway, an arc distance of 157.75 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped 'RPIS 3047', found for corner on the west right-of-way line of Lakecrest Drive (a public road, dedicated to Denton County, Texas, Document No. 2008-66546, D.R.D.C.T.);

THENCE: South 03 deg. 03 min. 13 sec. East, departing from said W. Eldorado Parkway, along the west right-of-way line of said Lakecrest Drive, a distance of 70.34 feet to a 1/2 mch bron rod formd for the southwest corner of said Lakecrest Drive tract, on the south line of said 16.964 acre tract and the north line of the above described 19.429 acre Bancock tract and said point also being the most northerly narthwest corner of that certain 60 foot wide public right-of-way dedication conveyed to the City of Lakewood Village (First Tract), recorded in Volume 960, Page 824, D.R.D.C.T.;

THENCE: South 88 deg. 35 min. 35 sec. West, departing from said Lakecrest Drive, along the common line of said 16.964 acre tract and said 19.429 acre Mancock tract, a distance of 150.01 feet to the POINT OF BEGOMENTG and containing 7,035 square feet or 0.162 acres of land.

Board Agenda Item Little Elm Independent School District 300 Lobo Lane Little Elm, Texas 75068					
Board Mtg. Date 11-16-2020	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Subject:	LEASE AGREEMENT FOR RECREATIONAL GROUNDS AND FACILITIES BETWEEN THE TOWN OF LITTLE ELM AND LITTLE ELM INDEPENDENT SCHOOL DISTRICT FOR APPROXIMATELY 36.58 ACRES AROUND LAKESIDE MIDDLE SCHOOL, POWELL CENTER AND ZELLARS CENTER.				
Presenter or Contact Person:	Rod Reeves, Exe	cutive Dire	ector for Ope	erational Serv	ices
Policy/Code:	CDB (LEGAL)				
Strategic Plan Goal:	Ensuring Fiscal Health & Sustainability				
Summary:	The Administration is seeking the consideration and approval of a lease agreement for recreational grounds and facilities between the Town of Little Elm, and Little Elm ISD. The Town of Little Elm is requesting the lease of approximately 36.58 acres along Lobo Lane as depicted in Exhibit A, including land around Lakeside Middle School, Powell Center and Zellars Center for Learning and Leadership.				
Financial Implications:	The Town of Litt of the lease (25 y				
Attachments:	Lease Agreemen Exhibit A	t for Recre	ational Grou	ınds & Facilit	ies and

Recommendation:	The Administration recommends the approval of the lease agreement for recreational grounds & facilities between the Town of Little Elm and Little Elm ISD and authorizes the superintendent or his designee to execute the final lease agreement.			
Motion:	I move the Board approve the lease agreement for recreational grounds & facilities between the Town of Little Elm and Little Elm ISD and authorize the superintendent or his designee to execute the final lease agreement.			

TOWN OF LITTLE ELM, TEXAS AND LITTLE ELM INDEPENDENT SCHOOL DISTRICT

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LEASE AGREEMENT FOR RECREATIONAL GROUNDS AND FACILITIES

This Lease Agreement for Recreational Grounds and Facilities ("<u>Lease</u>") is made and entered into by and between Little Elm Independent School District ("<u>LEISD</u>" or "<u>Lessor</u>"), whose address for the purposes of this Lease is 300 Lobo Lane, Little Elm, Texas 75068, and the Town of Little Elm, Denton County, Texas ("<u>Town</u>" or "<u>Lessee</u>"), whose address for the purposes of this Lease is 100 W. Eldorado Parkway, Little Elm, Texas. This Lease shall be effective as of the date of the latter to execute this Lease by and between the Lessor and Lessee ("<u>Effective Date</u>").

WITNESSETH:

ARTICLE I

Leased Premises

1.1 In consideration of the mutual covenants and agreements set forth in this lease, and other good and valuable consideration, LEISD does hereby lease to the Town, and the Town does hereby lease from LEISD, the following property:

Being 36.58 acres of land as more particularly described and/or depicted in *Exhibit A*, which is attached hereto and incorporated herein for all purposes;

together with all rights, privileges, easements, and appurtenances belonging to or in any way pertaining to the said premises and together with the building and other improvements now situated or to be erected upon the leased premises ("<u>Leased</u> <u>Premises</u>"). It is expressly agreed by the parties that the Leased Premises shall not include the three (3) LEISD facilities currently known as the Zellars Center, Lakeside Middle School, and the Colin Powell Sixth Grade Center. The Town has inspected the

Leased Premises and by the execution of this Lease accepts it in its present condition, as is, where is, and with all faults.

ARTICLE 2

Term and Termination

Initial Term

2.1 The initial term of this Lease shall for twenty-five (25) years and shall run from the Effective Date until December 31, 2045, at which time the Lease shall terminate unless sooner terminated, extended and/or renewed as provided in this Lease. If the Town does not vacate the Leased Premises following expiration or termination of this lease, the Town will become a tenant at will and must vacate the Leased Premises on receipt of notice from LEISD. No holding over by the Town, whether with or without the consent of LEISD, will extend the term.

Extension Term

2.2 The Town shall have the right to renew and extend the Lease for another twenty-five (25) year term provided that the Town provides written notice to LEISD of its intent to do so during the last year of the initial term of the Lease and at least ninety (90) days before the initial term of the Lease is set to expire.

Termination and Assumption of Debt Service

2.3 LEISD may terminate this Lease, at any time, without cause. LEISD shall notify the Town ninety (90) days prior to its intention to terminate the Lease. <u>Should LEISD terminate the Lease without cause, however, LEISD shall either, at LEISD's option: (1) assume the debts, liabilities and obligations of the Town related to any improvements that the Town has made to the Leased Premises; or (2) reimburse the Town for the then-fair market value of the capital improvements that the Town has made to the Leased Premises, assuming depreciation on a straight-line basis over the twenty-five (25) year term of the</u>

Lease. Notwithstanding the foregoing, to the extent any improvement the Town has made to the Leased Premises has fully depreciated, LEISD shall not be responsible for assuming the debts, liabilities, and obligations of the Town or reimbursing the Town for the then-fair market value of those capital improvements at termination. By way of example and not as a limitation, if the Town installs an athletic field with a useful life of ten (10) years but finances

the field for a period longer than ten (10) years, LEISD is not responsible for any assumption of debt, liability, obligation or reimbursement to Town for the athletic field if the Lease is terminated after the end of the useful life of the athletic field.

- 2.4 If the Town terminates or abandons this Lease or defaults beyond any applicable cure period, LEISD shall not be responsible for reimbursing Town or assuming liability for any additions, alterations, or improvements installed by Town.
- 2.5 At any time during the term, LEISD may choose to renovate, demolish, and/or construct additions to any of the three (3) LEISD facilities currently known as the Zellars Center, Lakeside Middle School, and the Colin Powell Sixth Grade Center. In such event, LEISD shall provide at least ninety (90) days' advance written notice to Town of LEISD's intent to renovate, demolish, and/or construction additions to the LEISD facility. In the event LEISD intends to construct an addition to one of LEISD's facilities that will include a portion of the Leased Premises, LEISD may terminate the lease as to that portion of the Leased Premises without penalty. The Town and LEISD shall coordinate any construction, demolition, or renovation work to be done on the Leased Premises and any LEISD facility.

ARTICLE 3

Consideration

Consideration

- 3.1 As consideration for LEISD leasing the Leased Premises to the Town, the Town agrees to maintain the Leased Properties and make required capital improvements to the Leased Premises. The Town agrees to make the following capital improvements to the Leased Premises when funding is allocated for improvements:
 - a. Renovation and/or replacement of athletic fields and surrounding areas.

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- b. Parking lot improvements as needed.
- c. All infrastructure that supports athletic facilities.

No rent shall be paid as part of this Lease.

ARTICLE 4

Use of Leased Premises during the Term; Insurance

Permitted Use

4.1 The Town will use the Leased Premises for recreational activities and such other activities as may be related to such operations unless LEISD gives the Town prior written consent for a different use.

Waste, Nuisance, or Illegal Uses

4.2 The Town may not use, or permit the use of, the Leased Premises in any manner that result in waste of the Leased Premises or constitutes a nuisance or interference with the rights of others. Nor may the Town use, or permit the use of, the Leased Premises for any purpose which constitutes a violation of any law, ordinance, or governmental regulation or order. The Town shall obtain and pay for all permits required for the Town's occupancy and use of the Leased Premises and any improvements located thereon and shall promptly take all actions necessary to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements regulating the use by the Town of the Leased Premises or any improvements located thereon. The Town agrees not to use, or permit using, the Leased Premises in any manner that will cause a cancellation of, or an increase in, the existing rates for fire, liability, or other insurance policies covering the Leased Premises or any improvements on them or insuring LEISD for any liability in connection with owning the Leased Premises. LEISD will join, if necessary, in the application for any permit or authorization with respect to any authorized use of the Leased Premises.

Utility Services

4.3 The Town shall pay the cost of utility services, including but not limited to initial connection charges, if any, all charges for gas and electricity used on the Leased Premises. The Town shall pay water bills.

Insurance

4.4 The Town shall each keep in force throughout the Term of this Lease a Commercial General Liability insurance policy or policies to protect against liability resulting from any accident occurring in or upon the Leased Premises with a limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the annual aggregate, covering bodily injury and property damage liability and shall cause LEISD to be named as an additional insured on such policies of insurance. The Town shall maintain insurance of the Town's personal property. LEISD shall maintain insurance on the real property and existing improvements. The Town shall maintain insurance on any improvements they construct, install, maintain, or use on the property during the initial term or any extension. The Town shall deliver certificates of insurance to LEISD prior to the commencement of the initial term.

ARTICLE 5

Covenant Against Liens

Liens of the Town

5.1 If, because of any act or omission of the Town, any lien, charge, or order for payment of money is filed against the Leased Premises, the Town shall, at its expense, cause the lien or liens to be discharged of record or bonded within ninety (90) days after it receives written notice from LEISD of their filing.

ARTICLE 6

Services, Maintenance, Surrender, Alterations, and Additions

- 6.1 The Town shall be responsible for routine, general maintenance of the Leased Premises including, but not limited to, the following:All landscape, irrigation, hardscape, fencing, parking lots, athletic fields, sport courts, and all other infrastructure.
- 6.2 During the term of this Lease, the Town shall be responsible for repairs to the following services or systems:
 - 1. Landscape
 - 2. Irrigation
 - 3. Hardscape
 - 4. Fencing
 - 5. Parking lots
 - 6. Athletic fields

7. Sport courts

- 8. All other infrastructure to support the athletic fields
- 6.3 The Town shall be responsible for all major repairs and/or replacement of items one through eight, and for the maintenance of items one through eight under Section 6.2 above.

Maintenance and Surrender by Lessee

6.4 The Town shall maintain the Leased Premises throughout the Lease term, and any extensions of that term, and keep them free from waste and nuisance. At the termination of this Lease, the Town shall deliver the Leased Premises in as good a state of repair and condition as they were in at the time LEISD delivered possession to the Town, reasonable wear and tear, and damage by fire, tornado, or other casualty excepted. In the event the Town should neglect to reasonably maintain the Leased Premises, LEISD shall have the right, but not the obligation, to cause repairs or corrections for which the Town is responsible under this section.

Alteration and Additions

6.5 The Town may make additions or improvements to or alterations of the Leased Premises consisting of the capital improvements described in Section 3.1, or other additions, alterations, or improvements approved by LEISD in advance in writing. All maintenance and repair, and each such addition, improvement, or alteration (a) must not, individually or in the aggregate, substantially lessen the Fair Market Value of the Leased Premises or materially affect the Leased Premises' usefulness for LEISD purposes, (b) shall be completed expeditiously in a good and workmanlike manner, and in compliance with all applicable laws and regulations, and (c) shall become part of the Leased Premises and subject to this Lease. The Town shall be responsible for all costs and expenses related to the design, installation and construction of the additions or improvements and the utilities therefor. Any such additions or improvements shall remain on the Leased Premises upon expiration or termination of this Lease and shall become the property of LEISD.

ARTICLE 7

Damage or Destruction

Notice to LEISD

7.1 If the Leased Premises, or any structures or improvements on the Leased Premises should be damaged or destroyed by fire, tornado or other casualty, the Town shall give immediate written notice of the damage or destruction to LEISD, including a description of the damage and, as far as known to the Town, the cause of the damage. LEISD shall not be responsible for reimbursing the Town for any damage or destruction to additions, alterations, or improvements installed by Town.

Total Destruction

7.2 If the Leased Premises are totally destroyed by fire, tornado, or other casualty not the fault of the Town or any person in or about the Leased Premises with the express consent of the Town, or if it should be so damaged by such a cause that rebuilding or repairs cannot reasonably be completed within 365 calendar days this Lease shall terminate. LEISD shall not be responsible for reimbursing the Town for any damage or destruction to additions, alterations, or improvements installed by Town.

ARTICLE 8

Condemnation

Notice

8.1 If any proceedings or negotiations are instituted which do or may result in a taking, each party will promptly give notice thereof to the other, describing its nature and extent.

Condemnation

8.2 If during the term of this Lease, or any extension or renewal of the Lease, all, or any part of, the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, those portions of the Leased Premises so taken shall be removed from the terms of this Lease.

Condemnation Award

8.3 LEISD shall receive the award from any condemnation, however, the Town shall be entitled to that portion of the net award representing payment for its leasehold interest and

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any improvements made by the Town to the Leased Premises. All amounts paid pursuant to an agreement with a condemning authority in connection with any taking shall be deemed to constitute an award on account of such taking.

ARTICLE 9

Inspection

- 9.1 The Town and its officers, agents, employees, and representatives shall have the right to enter into and upon any and all parts of the Leased Premises at all reasonable hours for purposes of inspection, cleaning, maintenance, repairs, alterations, or additions as the Town may deem necessary (but without any obligation to perform any of these functions except as expressly provided in this Lease).
- 9.2 LEISD and its officers, agents, employees, and representatives shall have the right to enter into and upon any and all parts of the Leased Premises at all reasonable hours for purposes of inspection, access, parking, cleaning, maintenance, repairs, alterations, or additions as LEISD may deem necessary (but without any obligation to perform any of these functions except as expressly provided in this Lease).

ARTICLE 10

Assignment

Assignment

10.1 Neither the Town or LEISD may assign this Lease without the prior written consent of both parties.

ARTICLE 11

Events of Default, Remedies

Town's Default

11.1 If the Town defaults in the observance or performance of any provision of this Lease, and the default continues for sixty (60) days after LEISD gives written notice to the Town specifying the default and demanding that it be cured, such occurrence, condition, or act shall constitute an "Event of Default" under this Lease and LEISD may, pursuant to the terms of this Lease, terminate it. In the event LEISD is terminating for Town's default,

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LEISD shall not be responsible for reimbursing Town or assuming liability for any additions, alterations, or improvements installed by Town.

Waiver of Default

11.2 No waiver by either party of any default or violation or breach of any of the terms, provision and covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants of the Lease. Forbearance by either party to enforce one or more of the remedies provided in this Lease or by law upon an event of default shall not be deemed or construed to construed to constitute a waiver of such default.

ARTICLE 12

Notices and Addresses

Notice

12.1 All notices to be given under this Lease shall be in writing, given by certified mail or registered mail, addressed to the proper party, and shall be deemed duly served and given when received by the party to whom it is directed at the following addresses:

Lessor:	The Town of Little Elm 100 W. Eldorado Parkway Little Elm, Texas 75056 Attn: Matt Mueller Town Manager
and co	e: Brown and Hofmeister, LLP 740 East Campbell Road, Suite 800 Richardson, Texas 75081 Attn: Robert F. Brown
Lessee:	Little Elm Independent School District 300 Lobo Lane Little Elm, Texas 75068 Attn: Daniel Gallagher Superintendent
and co	 Walsh Gallegos Treviño Russo & Kyle P.C. P.O. Box 168046 Irving, Texas 75016-8046 Attn: Elisabeth Nelson

Either party may change the address to which Notices are to be sent by giving the other party notice of the new address in the manner provided in this Section.

ARTICLE 13

Miscellaneous

Amendments

- 13.1 No amendment, modification, or alteration of the terms of this Lease shall be binding unless the same is in writing, dated subsequent to the date of this Lease, and duly executed by authorized representatives of both parties to this Lease.
- 13.2 This Lease shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease.

Quiet Enjoyment

13.3 Upon due performance by the Town of its covenants and agreements under this Lease, LEISD covenants that the Town shall and may at all times peaceably and quietly have, hold and enjoy the Leased Premises during the Lease term.

Severability

13.4 In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Lease, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been included in the Lease.

Prior Agreements Superseded

13.5 This Lease constitutes the sole and only agreement of the parties to the Lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease.

Texas Law to Apply

13.6 This Lease shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Denton

County, Texas. Venue for any dispute arising under this Lease shall be in Denton County, Texas.

Attorneys Fees and Costs

13.7 If, as a result of a breach of this Lease by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Lease.

Construction

13.8 All terms used in this Lease, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine or neuter, as the context or sense of this Lease or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

Modification

13.9 No changes, additions or interlineations made to this Lease shall be binding unless initialed by both parties.

Non-waiver

13.10 No delay or failure by either party to exercise any right under this Lease and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

Force Majeure

13.12 Neither LEISD nor the Town shall be required to perform any term, condition or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall means acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of Lessor or Lessee. Including a declared state of national emergency due to reasons including mass illness, and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome. Such obligation to perform shall be extended by a period of time equal to the duration of such events. However, in the event that the force majeure condition should extend beyond six (6) months, then the

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inability to perform any obligations may be considered a default by the non-defaulting party.

Headings

13.13 The Article and Section headings are for convenience and reference only and shall not be used to limit or otherwise affect the meaning of any provision of this Lease.

Counterparts

13.14 This Lease will be simultaneously executed in three (3) or more counter-parts, each of which shall be deemed a fully enforceable original but all of which together shall constitute one and the same instrument.

Relationship of Parties

13.15 Lessor and Lessee shall not be considered or deemed to be joint ventures or partners and neither shall have the power to bind or obligate the other except as set forth herein, it being expressly understood and agreed that no provision contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Lease.

Governmental Immunity

13.16 Notwithstanding anything to the contrary, by entering into this Lease nothing herein is intended to waive or limit the governmental immunity under law by the Town or LEISD.

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EXECUTED in triplicate originals on the dates set forth below.

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

David Hillock, Mayor
Date Executed:

ATTEST:

Kathy Phillips, Town Secretary

LITTLE ELM INDEPENDENT SCHOOL DISTRICT,

A Texas political subdivision

_____, Superintendent _____, Date Executed: ______

Exhibit A

Legal Description and/or Depiction of the Leased Premises



Board Agenda Item Little Elm Independent School District 300 Lobo Lane Little Elm, Texas 75068								
Board Mtg. Date 11-16-2020	Reports of the SuperintendentAction Item Image: Consent AgendaReports, Routine MonthlyImage: Consent intendentConsent AgendaReports, Routine							
Subject:	MAXIMUM CLASS SIZE EXEMPTIONS - CLASS SIZE WAIVERS							
Presenter or Contact Person:	Asheley Brown, Executive Director of Human Resource Services							
Policy/Code:	BF (LEGAL)							
Strategic Plan Goal:	We will engage each student in learning experiences that increase student growth and achievement.							
Summary:	In grades K-4, the class size maximum is 22 (for both in-school and virtual classes). We are requesting approval to submit a class size waiver to TEA for the classes detailed on the attachment.							
Financial Implications:	N/A							
Attachments:	Class Size Waivers – 11.16.2020							
Recommendation:	The Administration recommends approval to submit a class size waiver request to the Texas Education Agency.							
Motion:	I move the Board approve the request to submit a class size waiver request to the Texas Education Agency.							

TEACHER	SCHOOL	AT-HOME/IN- SCHOOL	GRADE LEVEL	
Griffin, Tessa	Brent Elementary	In-School	2nd Grade	
Mallett, Aloysia	Brent Elementary	In-School	2nd Grade	
Brantzeg, Michelle	Brent Elementary	In-School	3rd Grade	
Noto, Dawne	Brent Elementary	In-School	3rd Grade	
Smith, Charles	Lakeview Elementary	In-School	4th Grade	
Parker, Ashley	Oak Point Elementary	In-School	Kindergarten	
Bowman, Robin	Chavez Elementary		1st Grade	
	Oak Point Elementary	At-Home		
Newsom, Carisa	Oak Point Elementary	In-School	1st Grade	
Wallis, Christy	Oak Point Elementary	In-School	1st Grade	
	Chavez Elementary		1st Grade	
Denton, Jessica	Hackberry Elementary	At-Home		
	Lakeview Elementary			
	Prestwick Elementary			

Board Agenda Item Little Elm Independent School District 300 Lobo Lane Little Elm, Texas 75068							
Board Mtg. Date 11/16/20	Reports of the SuperintendentAction ItemConsent AgendaReports, RoutineImage: Consent intendentItem Image: Consent intendentOther Image: Consent intendentImage: Consent intendent intende						
Subject:	2020-2021 PARENT AND FAMILY ENGAGEMENT PLAN/PARENT INVOLVEMENT PLANS FOR TITLE I CAMPUSES						
Presenter or Contact Person:	Dr. Ashley Glover, Director for Assessment and Federal Programs						
Policy/Code:	EHBD (LEGAL), BQ (LOCAL)						
Strategic Plan Goal:	We will communicate with the LEISD community to build trust, support, and involvement.						
Summary:	This report provides the Board of Trustees information on the Parent and Family Engagement Plan/Parent Involvement Plans for 2020-2021.						
Financial Implications:	No financial information included in this report.						
Attachments:	The Parent and Family Engagement/ Parent Involvement Plans are attached.						
Recommendation:	The administration recommends approval of the LEISD Parent and Family Engagement Plan/ Parent Involvement Plan as submitted.						
Motion:	I move the appro Engagement Pla				5		



Parent and Family Engagement Policy Parent Involvement Plan 2020-2021

<u>Campuses</u>

- Little Elm High School, Principal-Dr. Elizabeth Priddy
- Zellars Alternative, Principal- Bill Bush
- Strike Middle School, Principal-Kelly Hastings
- Walker Middle School, Principal-Kelley Carr
- Prestwick Elementary, Principal- Christy Gibson
- Brent Elementary, Principal-Karie Kuster (T1)
- Chavez Elementary, Principal- Elizabeth Miller (T1)
- Hackberry Elementary, Principal- Stephen Richardson(T1)
- Lakeview Elementary, Principal-John Wofford (T1)
- Oak Point Elementary, Principal-Kori Werth (T1)

District Contacts

- Ashley Glover, Ed.D- Executive Director for Educational Services aglover@littleelmisd.net
- Yamile Quintero, District Family Facilitator/Homeless Liaison yquintero@littleelmisd.net

The campus will convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under this part and to explain the requirements of this part, and the right of the parents to be involved. [Section 1116(c)(1)] These meeting will be held August 20th and September 10th.

The written policy describes how the campus will offer a flexible number of meetings, such as meetings in the morning or evening. [Section 1116(c)(2)]

These flexible meetings were offered in person, Zoom, email etc.

Family Engagement Policy

A Family Engagement Policy should assist districts and open-enrollment charters in achieving and maintaining high levels of family involvement and positive family attitudes toward education and should:

- Facilitate family-to-family support
- · Establish a network of community resources
- · Increase family participation in decision-making
- · Equip families with tools to enhance and extend learning
- Develop staff skills in evidence-based practices that support families in meeting their children's learning benchmarks
- · Evaluate family engagement efforts and use evaluations for continuous improvement



Facilitate family-to-family support

- Promoting families' understanding of different cultures and backgrounds;
- Hosting events that bring families together such as potlucks, sing-alongs, family fun nights and open houses.
- Organizing field trips and other activities
- Having a parent Meet and Greet night early in the school year

Establish a network of community resources using strategies such as:

- Providing up-to-date written information on community resources (e.g. adult schools that offer GED courseworl community health organizations, recreational options, resale shops, social service organizations, etc.) on a regular basis to parents (e.g. once a week, once a month, etc.). Make sure the information is in the family's home language;
- Having a different community resource and giving family members the opportunity to interact with community resources more conveniently;
- Maintaining a Community Resource Handbook that identifies where services such as housing, health services, legal assistance, domestic violence services, etc. can be found;
- Assisting families in getting and using a library card;
- Providing families with a list of free/low-cost recreational options in the community in which they reside;
- Encouraging staff to build relationships with workers in community programs to enhance the
 effectiveness of referrals;
- Making active referrals with families (e.g. calling with the family, bringing intake workers from other
 programs to meet with families) that include making a personal connection between families and service
 providers;
- Following up with families on referrals to see if services were received and parents were satisfied;

Increase family participation in decision-making using strategies such as:

- Providing training for families on how to advocate for themselves and their children;
- Encouraging legislative representatives to meet with parents to discuss ideas, issues and problems in their community;
- Educating families about their rights under State and Federal law regarding the Individuals with
- Disabilities Education Act (IDEA);
- Creating an environment in the program that affirms parent leadership;
- Providing opportunities for families to provide input on key decisions happening in the program (i.e. family surveys, focus groups);
- Using an intake questionnaire at the beginning of the school year so that teachers can learn about the children in their classroom from their parents' perspective and begin some mutual goal setting with each individual family;
- Encourage parents to represent the prekindergarten program at elementary school functions such as PT
- Using parents as equal partners with staff in reviewing family engagement survey results and making decisions regarding plans for continuous improvement.



Equip families with tools to enhance and extend learning using strategies such as:

- Conferencing with families during the school year and collaborating with them in setting goals for their children while at the prekindergarten program;
- Encouraging family members to volunteer at school
- Doing a survey to identify parents' talents, skills and cultural traditions that they would be willing to share with the classroom;
- Having kindergarten staff visit each pre kindergarten classrooms giving parents the opportunity to meet teachers, administrators and have their questions answered regarding the transition to kindergarten;
- Sending home activities that can be done at home for little or no cost that correspond with the activities done in the classroom;
- Utilizing a "Parent Lending Library" where parents can check out items (books, games, art supplies, puzzles, etc.) to be used at their homes to assist their children in learning;
- Providing workshops for parents that focus on common child development topics (health, child guidance, how the young child learns, etc.);
- Utilizing a parent bulletin board to share information on upcoming school and community events and to focus on a monthly child development topic;
- Using families.naeyc.org as a resource for research-based, family-friendly, written information on child development topics;
- Hosting a Family Night centered around a topic that interests everyone. Plan activities for both adults and children of varying ages (siblings will want to participate too);
- Using technology that is family-friendly to enhance parents' knowledge on child development topics (Ex: ReadyRosie, Daily Vroom, etc.).
- Encouraging families to reflect on family experiences and practices in helping children;
- Assisting families to implement best practices that will help achieve the goals and objectives identified to meet the needs of the child and family.

Develop Staff Skills in Evidence-Based Practices that Support Families in Meeting Their Children's Learning

- Meeting their Children's Learning Benchmark
- Brainstorming areas where parents can play a collaborative role in decision-making for their child;
- Training children to greet and say goodbye to parents and their classmates as a means to show respect for all program participants;
- Using developmentally appropriate activities to help children understand differences in families, cultures and traditions;
- Providing training for educators on how to respond to families that are in a crisis;
- Making space available for staff to meet with parents privately;
- Training educators about the resources that are available in the community that support families'
- interests and needs (ex: safety, housing stability, employment, job skills, financial literacy, health, etc.);
- Providing professional development opportunities that are grounded in a strengths-based approach to family engagement;
- Providing professional development opportunities focused on professional ethics as it relates to family engagement (ex: boundaries, confidentiality, etc.);
- Providing professional development that is effective in developing skills in working with families. Topics could include: engaging fathers, communication styles, parenting practices, understanding and responding to your child's behavior, etc.;



- Providing professional development that focuses on how culture can influence perspectives on childrearing, such as: communication styles, role of professionals, caregiving (sleeping, eating, toileting), discipline, language and learning;
- Committing to hiring staff that reflect the diversity of the community in which the program resides.

Evaluate family engagement efforts and use evaluations for continuous improvement using strategies such as:

- Setting child-centered goals with parents and check in with them
- several times during school year to discuss the progress that has been made in achieving the mutuallydeveloped goals;
- Surveying parents at least annually on the effectiveness of the prekindergarten experience for their child and their family;
- Incorporating goals related to family engagement into the program's strategic planning initiatives;
- the National Association for the Education of Young Children's Program Self-Assessment Checklist and CLI Engage CIRCLE Progress Measures
- Using NAEYC's Family Checklist to gather data on how families view the program's effectiveness in family engagement. Data gathered is used for continuous improvement goal setting.

1. The Little Elm Independent School District will take the following actions to involve parents in the join development of its district wide parental involvement plan under section 1112 of the ESEA:

Parent-Teacher Association Meetings Parent Conferences Open House Curriculum Nights Campus Improvement Team including parental involvement Language Proficiency Assessment Committee (LPAC) Admission, Review and Dismissal Committee (ARD) Parent Education Program District Education Improvement Council

2. The Little Elm Independent School District will take the following actions to involve parents in the process of school review and improvement under section 1116 of the ESEA:

Parent-Teacher Association Meetings Parent Surveys Parent Conferences District Educational Improvement Council Lobos Listen Campus Leadership Team Instructional Materials Allotment Town Halls (State of the District)



3. The Little Elm Independent School District will provide the following necessary coordination, technical assistance, and other support to assist Title I, Part A schools in planning and implementing effective parental involvement activities to improve student academic achievement and school performance:

Parent-Teacher Association Meetings Tutoring and Parent Nights Curriculum Nights Continuing Communication for the home and school connection Opportunities to attend parenting education classes Opportunities to attend ESL/GED/Citizenship courses Weekly emails FOCUS Newsletters Campus emails District emails

4. The Little Elm Independent School District will coordinate and integrate parental involvement strategies in Part A with parental strategies under the following programs:

Campus Leadership Team Parent and Family Facilitator Curriculum nights Student and Community Engagement Committee Student Health and Coordinated Services Committee (SHAC) Key Communicators Title I Parent Advisory Parenting classes Online Instructional Resources and classroom access

5. The Little Elm Independent School District will take the following actions to conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of this parental involvement policy in improving the quality of its Title I, Part A schools. The evaluation will include identifying barriers to greater participation by parents in parental involvement activities (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency have limited literacy, or are of any racial or ethnic minority background). The school district will use the findings of the evaluation about its parental involvement policy and activities to design strategies for



more effective parental involvement, and to revise, if necessary (with the involvement of parents) its parental involvement policies.

Spanish/English Communication Translation services at PTA/School meetings Each campus will be responsible for eliciting parent feedback and policy implementation Communication via social media and hard copy as requested/needed

6. The Little Elm Independent School District will build the schools' and parents' capacity for strong parental involvement, in order to ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, through the following activities specifically described below:

A. The school district will, with the assistance of its Title I, Part A schools, provide assistance to parents of children served by the school district or school, as appropriate, in understanding topics such as the following by undertaking the actions described in this paragraph-

- The State's academic content standards
- The State's student academic achievement standards
- The State and local academic assessments including alternate assessments
- The requirements of Title I, Part A,
- How to monitor their child's progress, and
- How to work with educators

Title I Parent Advisory Committee Parent and Family Facilitator Parent-Teacher Association meetings Tutoring and parent nights Parent conferences Curriculum nights Continuing communication for the home and school connection Opportunities to attend parenting education classes Opportunities to attend ESL/GED courses Weekly emails FOCUS School Wires Tuesday Talks Digital Citizenship



Town Hall (State of the District)

B. The school district will, with the assistance of its schools, provide materials and training to help parents work with their children to improve their children's academic achievement, such as literacy training, and usin technology, as appropriate, to foster parental involvement, by:

Parent-Teacher Association meetings Parent conferences Open House Curriculum nights Campus Improvement Team including parental involvement Language Proficiency Assessment Committee (LPAC) Admission, Review and Dismissal Committee (ARD)

The campus will provide materials and training to help parents work with their children, such as literacy training and using technology. [Section 1116(e)(2)]

C. The school district will, with the assistance of its schools and parents, educate its teachers, pupil services personnel, principals and other staff, in how to reach out to, communicate with, and work with parents as equal partners, in the value and utility of contributions of parents, and in how to implement and coordinate parent programs and build ties between parents and schools, by:

Title I Training: instruction, logistical details and implementation demands

We will address the importance of communication between teachers and parents on an ongoing basis through, at a minimum: Parent-teacher conferences or communication in elementary schools, during which the compact shall be discussed as the compact relates to the individual child's achievement. [Section 1116(d)(2)

D. The school district will take the following actions to ensure that information related to the school and parent programs, meetings, and other activities, is sent to the parents of participating children in an understandable and uniform format, including alternative formats upon request, and, to the extent practicable in a language the parents can understand.

FOCUS District and campus websites Documents in English and Spanish Physical copies available marquees Neighborhood communications



PART III DISCRETIONARY DISTRICT WIDE PARENTAL INVOLVEMENT POLICY COMPONENTS

NOTE: The District Wide Parental Involvement Policy may include additional paragraphs listings and describing other discretionary activities that the school district, in consultation with its parents, chooses to undertake to build parents' capacity for involvement in the school and school system to support their children's academic achievement, such as the following discretionary activities listed under section 1118(e) c ESEA:

The written policy describes how the campus will provide reasonable support for parental involvement activities. [Section 1116(e)(14)]

Involving parents in the development of training for teachers, principals and other educators to improve the effectiveness of that training;

Providing necessary literacy training for parents from Title I, part A funds, if the school district has exhausted all other reasonably available sources of funding for that training;

• Paying reasonable and necessary expenses associated with parental involvement activities, includin transportation and child care costs, to enable parents to participate in school related meetings and training sessions;

Training parents to enhance the involvement of other parents

In order to maximize parental involvement and participation in their child's education, arranging scho meetings at a variety of times, or conducting in-home conferences between teachers or other educators, wh work directly with participating children, with parents who are unable to attend those conferences at school;

Adopting and implementing model approaches to improving parental involvement;

• Establishing a district wide parent advisory council to provide advice on all matters related to parental involvement in Title I, Part A programs;

• Developing appropriate roles for community based organizations and businesses, including faith-based organizations, in parental involvement activities; and

Providing other reasonable support for parental involvement activities; and

• Providing other reasonable support for parent involvement activities under section 1118 as parents may request.

PART IV ADOPTION

This District wide Parental Involvement Policy has been developed jointly with, and agreed on with, parents of children participating in Title I, part A programs, as evidenced by the District Education Improvement Council.



This policy was adopted by Little Elm ISD on Aug 25, 2020 and will be in effect for the period of the 2020-2021 school year. The school district will distribute this policy to all parents of participating Title I, Part A children.

(Signature of authorized official)



Parent and Family Engagement Policy Parent Involvement Plan 2020-2021

Committee:

- Elizabeth Miller, Chavez Elementary, Principal
- Audra Vandiver, Chavez Elementary, Assistant Principal
- Wende Smith, Teacher
- Heather Kremer, Teacher
- Joy Schulteis, Teacher
- Tina Trimble, Teacher
- Tiffany Sober, Teacher
- Keith Jackson, Teacher
- Jane Connolly, ParaProfessional
- Mark Vanderbrook, Parent
- Kyla Heffernan, Parent
- Clint Miller, District Representative
- Cathy Hull, Community Representative
- Keith Roberts, Business Representative

District Contacts:

- Ashley Glover, Ed.D, Executive Director for Educational Services
- Yamile Quintero, District Family Facilitator/Homeless Liaison

Chavez Elementary will convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under this part and to explain the requirements of this part, and the right of the parents to be involved. [Section 1116(c)(1)]

The meetings will be held September 8, 2020 at 5PM.

The written policy describes how the campus will offer a flexible number of meetings, such as meetings in the morning or evening. [Section 1116(c)(2)] This meeting was offered by Zoom.

Family Engagement Policy

A Family Engagement Policy should assist districts and open-enrollment charters in achieving and maintaining high levels of family involvement and positive family attitudes toward education and should:

- Facilitate family-to-family support
- Establish a network of community resources
- Increase family participation in decision-making
- Equip families with tools to enhance and extend learning
- Develop staff skills in evidence-based practices that support families in meeting their children's learning benchmarks
- Evaluate family engagement efforts and use evaluations for continuous improvement



Facilitate family-to-family support

- Promoting families' understanding of different cultures and backgrounds;
- Hosting events that bring families together such as potlucks, sing-alongs, family fun nights and open houses.
- Organizing field trips and other activities
- Having a parent Meet and Greet night early in the school year

Establish a network of community resources using strategies such as:

- Providing up-to-date written information on community resources (e.g. adult schools that offer GED coursework, community health organizations, recreational options, resale shops, social service organizations, etc.) on a regular basis to parents (e.g. once a week, once a month, etc.). Make sure the information is in the family's home language;
- Having a different community resource and giving family members the opportunity to interact with community resources more conveniently;
- Maintaining a Community Resource Handbook that identifies where services such as housing, health services, legal assistance, domestic violence services, etc. can be found;
- Assisting families in getting and using a library card;
- Providing families with a list of free/low-cost recreational options in the community in which they reside;
- Encouraging staff to build relationships with workers in community programs to enhance the effectiveness of referrals;
- Making active referrals with families (e.g. calling with the family, bringing intake workers from other programs to meet with families) that include making a personal connection between families and service providers;
- Following up with families on referrals to see if services were received and parents were satisfied;

Increase family participation in decision-making using strategies such as:

- Providing training for families on how to advocate for themselves and their children;
- Encouraging legislative representatives to meet with parents to discuss ideas, issues and problems in their community;
- Educating families about their rights under State and Federal law regarding the Individuals with
- Disabilities Education Act (IDEA);
- Creating an environment in the program that affirms parent leadership;
- Providing opportunities for families to provide input on key decisions happening in the program (i.e. family surveys, focus groups);
- Using an intake questionnaire at the beginning of the school year so that teachers can learn about the children in their classroom from their parents' perspective and begin some mutual goal setting with each individual family;
- Encourage parents to represent the prekindergarten program at elementary school functions such as PT
- Using parents as equal partners with staff in reviewing family engagement survey results and making decisions regarding plans for continuous improvement.

Equip families with tools to enhance and extend learning using strategies such as:

• Conferencing with families during the school year and collaborating with them in setting goals for their children while at the prekindergarten program;



- Encouraging family members to volunteer at school
- Doing a survey to identify parents' talents, skills and cultural traditions that they would be willing to share with the classroom;
- Having kindergarten staff visit each pre kindergarten classrooms giving parents the opportunity to meet teachers, administrators and have their questions answered regarding the transition to kindergarten;
- Sending home activities that can be done at home for little or no cost that correspond with the activities done in the classroom;
- Utilizing a "Parent Lending Library" where parents can check out items (books, games, art supplies, puzzles, etc.) to be used at their homes to assist their children in learning;
- Providing workshops for parents that focus on common child development topics (health, child guidance, how the young child learns, etc.);
- Utilizing a parent bulletin board to share information on upcoming school and community events and to focus on a monthly child development topic;
- Using families.naeyc.org as a resource for research-based, family-friendly, written information on child development topics;
- Hosting a Family Night centered around a topic that interests everyone. Plan activities for both adults and children of varying ages (siblings will want to participate too);
- Using technology that is family-friendly to enhance parents' knowledge on child development topics (Ex: ReadyRosie, Daily Vroom, etc.).
- Encouraging families to reflect on family experiences and practices in helping children;
- Assisting families to implement best practices that will help achieve the goals and objectives identified to meet the needs of the child and family.

Develop Staff Skills in Evidence-Based Practices that Support Families in Meeting Their Children's Learning:

- Meeting their Children's Learning Benchmark
- Brainstorming areas where parents can play a collaborative role in decision-making for their child;
- Training children to greet and say goodbye to parents and their classmates as a means to show respect for all program participants;
- Using developmentally appropriate activities to help children understand differences in families, cultures and traditions;
- Providing training for educators on how to respond to families that are in a crisis;
- Making space available for staff to meet with parents privately;
- Training educators about the resources that are available in the community that support families'
- interests and needs (ex: safety, housing stability, employment, job skills, financial literacy, health, etc.);
- Providing professional development opportunities that are grounded in a strengths-based approach to family engagement;
- Providing professional development opportunities focused on professional ethics as it relates to family engagement (ex: boundaries, confidentiality, etc.);
- Providing professional development that is effective in developing skills in working with families. Topics could include: engaging fathers, communication styles, parenting practices, understanding and responding to your child's behavior, etc.;
- Providing professional development that focuses on how culture can influence perspectives on childrearing, such as: communication styles, role of professionals, caregiving (sleeping, eating, toileting), discipline, language and learning;
- Committing to hiring staff that reflect the diversity of the community in which the program resides.



Evaluate family engagement efforts and use evaluations for continuous improvement using strategies such as:

- Setting child-centered goals with parents and check in with them
- Several times during school year to discuss the progress that has been made in achieving the mutuallydeveloped goals;
- Surveying parents at least annually on the effectiveness of the prekindergarten and Kindergarten-5 experience for their child and their family;
- Incorporating goals related to family engagement into strategic planning initiatives;
- The National Association for the Education of Young Children's Program Self-Assessment Checklist and CLI Engage CIRCLE Progress Measures

1. Chavez Elementary will take the following actions to involve parents in the joint development of its campus wide parental involvement plan under section 1112 of the ESEA:

Parent-Teacher Association Meetings Parent Conferences Open House Curriculum Nights Campus Improvement Team including parental involvement Language Proficiency Assessment Committee (LPAC) Admission, Review and Dismissal Committee (ARD) District Parent Education Program District Education Improvement Council includes members representing Chavez.

2. Chavez Elementary will take the following actions to involve parents in the process of school review and improvement under section 1116 of the ESEA:

Parent-Teacher Association Meetings Parent Surveys Parent Conferences Campus Improvement Team Lobos Listen Campus Leadership Team Instructional Materials Allotment

3. Chavez Elementary will provide the following necessary coordination, technical assistance, and other support to assist Title I, Part A schools in planning and implementing effective parental involvement activities to improve student academic achievement and school performance:

Parent-Teacher Association Meetings



Tutoring Parent Nights Curriculum Nights Continuing Communication for the home and school connection Opportunities to attend parenting education classes Opportunities to attend ESL/GED/Citizenship courses Weekly newsletters FOCUS Campus emails

4. Chavez Elementary will coordinate and integrate parental involvement strategies in Part A with parental strategies under the following programs:

Campus Leadership Team Parent and Family Facilitator Curriculum nights Student and Community Engagement Committee Student Health and Coordinated Services Committee (SHAC) Key Communicators Title I Parent Advisory Parenting classes Online Instructional Resources and classroom access

5. Chavez Elementary will take the following actions to conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of this parental involvement policy in improving the quality of its Title I, Part A schools. The evaluation will include identifying barriers to greater participation by parents in parental involvement activities (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background). The school district will use the findings of the evaluation about its parental involvement policy and activities to design strategies for more effective parental involvement, and to revise, if necessary (with the involvement of parents) its parental involvement policies.

Spanish/English Communication

Translation services at PTA/School meetings Each campus will be responsible for eliciting parent feedback and policy implementation Communication via social media and hard copy as requested/needed

6. Chavez Elementary will build the schools' and parents' capacity for strong parental involvement, in order to ensure effective involvement of parents and to support a partnership among the school involved,



parents, and the community to improve student academic achievement, through the following activities specifically described below:

7. Chavez Elementary will, with the assistance of its Title I, Part A schools, provide assistance to parents of children served by the school district or school, as appropriate, in understanding topics such as the following, by undertaking the actions described in this paragraph-

- The State's academic content standards
- The State's student academic achievement standards
- The State and local academic assessments including alternate assessments
- The requirements of Title I, Part A,
- How to monitor their child's progress, and
- How to work with educators

Title I Parent Advisory Committee Parent and Family Facilitator Parent-Teacher Association meetings Tutoring and parent nights Parent conferences Curriculum nights Continuing communication for the home and school connection Opportunities to attend parenting education classes Opportunities to attend ESL/GED courses Newsletters FOCUS

8. Chavez Elementary will, with the assistance of its schools, provide materials and training to help parents work with their children to improve their children's academic achievement, such as literacy training, and using technology, as appropriate, to foster parental involvement, by:

Parent-Teacher Association meetings Parent conferences Open House Curriculum nights Campus Improvement Team including parental involvement Language Proficiency Assessment Committee (LPAC) Admission, Review and Dismissal Committee (ARD)

The campus will provide materials and training to help parents work with their children, such as literacy training and using technology. [Section 1116(e)(2)]



9. Chavez Elementary will, with the assistance of its schools and parents, educate its teachers, pupil services personnel, principals and other staff, in how to reach out to, communicate with, and work with parents as equal partners, in the value and utility of contributions of parents, and in how to implement and coordinate parent programs and build ties between parents and schools, by:

Title I Training: instruction, logistical details and implementation demands

We will address the importance of communication between teachers and parents on an ongoing basis through, at a minimum: Parent-teacher conferences in elementary schools, at least annually, and Curriculum Night, during which time the compact shall be discussed as it relates to the individual child's achievement. [Section 1116(d)(2)

10. Chavez Elementary will take the following actions to ensure that information related to the school and parent programs, meetings, and other activities, is sent to the parents of participating children in an understandable and uniform format, including alternative formats upon request, and, to the extent practicable, in a language the parents can understand.

FOCUS District and campus websites Documents in English and Spanish Physical copies available Marquees Neighborhood communications

PART III DISCRETIONARY DISTRICT WIDE PARENTAL INVOLVEMENT POLICY COMPONENTS

NOTE: The District Wide Parental Involvement Policy may include additional paragraphs listings and describing other discretionary activities that the school district, in consultation with its parents, chooses to undertake to build parents' capacity for involvement in the school and school system to support their children's academic achievement, such as the following discretionary activities listed under section 1118(e) of ESEA:

The written policy describes how the campus will provide reasonable support for parental involvement activities. [Section 1116(e)(14)]

 \cdot Involving parents in the development of training for teachers, principals and other educators to improve the effectiveness of that training;

• Providing necessary literacy training for parents from Title I, part A funds, if the school district has exhausted all other reasonably available sources of funding for that training;



 \cdot Paying reasonable and necessary expenses associated with parental involvement activities , including transportation and child care costs, to enable parents to participate in school related meetings and training sessions;

· Training parents to enhance the involvement of other parents

 \cdot In order to maximize parental involvement and participation in their child's education, arranging school meetings at a variety of times, or conducting in-home conferences between teachers or other educators, who work directly with participating children, with parents who are unable to attend those conferences at school;

 \cdot Adopting and implementing model approaches to improving parental involvement;

· Establishing a district wide parent advisory council to provide advice on all matters related to parental involvement in Title I, Part A programs;

 \cdot Developing appropriate roles for community based organizations and businesses, including faith-based organizations, in parental involvement activities; and

· Providing other reasonable support for parental involvement activities; and

· Providing other reasonable support for parent involvement activities under section 1118 as parents may request.

PART IV ADOPTION

This District wide Parental Involvement Policy has been developed jointly with, and agreed on with, parents of children participating in Title I, part A programs, as evidenced by the District Education Improvement Council.

This policy was adopted by Chavez Elementary on September 10, 2020 and will be in effect for the period of the 2020-2021 school year. The school district will distribute this policy to all parents of participating Title I, Part A children.

Elizabethmuller

Elizabeth Miller, Chavez Elementary, Principal

<u>9/10/20</u> Date



Parent and Family Engagement Policy Parent Involvement Plan 2020-2021

Campuses

- Little Elm High School, Principal-Dr. Elizabeth Priddy
- · Zellars Alternative, Principal- Bill Bush
- Strike Middle School, Principal-Kelly Hastings
- Walker Middle School, Principal-Kelley Carr
- Prestwick Elementary, Principal- Christy Gibson
- Brent Elementary, Principal-Karie Kuster (T1)
- Chavez Elementary, Principal- Elizabeth Miller (T1)
- Hackberry Elementary, Principal- Stephen Richardson(T1)
- Lakeview Elementary, Principal-John Wofford (T1)
- Oak Point Elementary, Principal-Kori Werth (T1)

District Contacts

- Ashley Glover, Ed.D- Executive Director for Educational Services aglover@littleelmisd.net
- Yamile Quintero, District Family Facilitator/Homeless Liaison yquintero@littleelmisd.net

The campus will convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under this part and to explain the requirements of this part, and the right of the parents to be involved. [Section 1116(c)(1)] These meeting will be held $\underline{Sept.pt}$ and $\underline{Sept.pt}$

The written policy describes how the campus will offer a flexible number of meetings, such as meetings in the morning or evening. [Section 1116(c)(2)]

These flexible meetings were offered in person, Zoom, email etc.

Family Engagement Policy

A Family Engagement Policy should assist districts and open-enrollment charters in achieving and maintaining high levels of family involvement and positive family attitudes toward education and should:

- · Facilitate family-to-family support
- Establish a network of community resources
- · Increase family participation in decision-making
- · Equip families with tools to enhance and extend learning

• Develop staff skills in evidence-based practices that support families in meeting their children's learning benchmarks

· Evaluate family engagement efforts and use evaluations for continuous improvement

Facilitate family-to-family support

Promoting families' understanding of different cultures and backgrounds;



- Hosting events that bring families together such as potlucks, sing-alongs, family fun nights and open houses.
- Organizing field trips and other activities
- Having a parent Meet and Greet night early in the school year

Establish a network of community resources using strategies such as:

- Providing up-to-date written information on community resources (e.g. adult schools that offer GED coursework, community health organizations, recreational options, resale shops, social service organizations, etc.) on a regular basis to parents (e.g. once a week, once a month, etc.). Make sure the information is in the family's home language;
- Having a different community resource and giving family members the opportunity to interact with community resources more conveniently;
- Maintaining a Community Resource Handbook that identifies where services such as housing, health services, legal assistance, domestic violence services, etc. can be found;
- Assisting families in getting and using a library card;
- Providing families with a list of free/low-cost recreational options in the community in which they reside;
- Encouraging staff to build relationships with workers in community programs to enhance the effectiveness of referrals:
- Making active referrals with families (e.g. calling with the family, bringing intake workers from other
 programs to meet with families) that include making a personal connection between families and service
 providers;
- Following up with families on referrals to see if services were received and parents were satisfied;

Increase family participation in decision-making using strategies such as:

- Providing training for families on how to advocate for themselves and their children;
- Encouraging legislative representatives to meet with parents to discuss ideas, issues and problems in their community;
- Educating families about their rights under State and Federal law regarding the Individuals with
- Disabilities Education Act (IDEA);
- Creating an environment in the program that affirms parent leadership;
- Providing opportunities for families to provide input on key decisions happening in the program (i.e. family surveys, focus groups);
- Using an intake questionnaire at the beginning of the school year so that teachers can learn about the children in their classroom from their parents' perspective and begin some mutual goal setting with each individual family;
- Encourage parents to represent the prekindergarten program at elementary school functions such as PT
- Using parents as equal partners with staff in reviewing family engagement survey results and making decisions
 regarding plans for continuous improvement.

Equip families with tools to enhance and extend learning using strategies such as:

- Conferencing with families during the school year and collaborating with them in setting goals for their children while at the prekindergarten program;
- Encouraging family members to volunteer at school
- Doing a survey to identify parents' talents, skills and cultural traditions that they would be willing to share with the classroom;



- Having kindergarten staff visit each pre kindergarten classrooms giving parents the opportunity to meet teachers, administrators and have their questions answered regarding the transition to kindergarten;
- Sending home activities that can be done at home for little or no cost that correspond with the activities done in the classroom;
- Utilizing a "Parent Lending Library" where parents can check out items (books, games, art supplies, puzzles, etc.) to be used at their homes to assist their children in learning;
- Providing workshops for parents that focus on common child development topics (health, child guidance, how the young child learns, etc.);
- Utilizing a parent bulletin board to share information on upcoming school and community events and to focus
 on a monthly child development topic;
- Using families.naeyc.org as a resource for research-based, family-friendly, written information on child development topics;
- Hosting a Family Night centered around a topic that interests everyone. Plan activities for both adults and children of varying ages (siblings will want to participate too);
- Using technology that is family-friendly to enhance parents' knowledge on child development topics (Ex: ReadyRosie, Daily Vroom, etc.).
- Encouraging families to reflect on family experiences and practices in helping children;
- Assisting families to implement best practices that will help achieve the goals and objectives identified to meet the needs of the child and family.

Develop Staff Skills in Evidence-Based Practices that Support Families in Meeting Their Children's Learning

- Meeting their Children's Learning Benchmark
- Brainstorming areas where parents can play a collaborative role in decision-making for their child;
- Training children to greet and say goodbye to parents and their classmates as a means to show respect for all program participants;
- Using developmentally appropriate activities to help children understand differences in families, cultures and traditions;
- Providing training for educators on how to respond to families that are in a crisis;
- Making space available for staff to meet with parents privately;
- Training educators about the resources that are available in the community that support families'
- interests and needs (ex: safety, housing stability, employment, job skills, financial literacy, health, etc.);
- Providing professional development opportunities that are grounded in a strengths-based approach to family engagement;
- Providing professional development opportunities focused on professional ethics as it relates to family engagement (ex: boundaries, confidentiality, etc.);
- Providing professional development that is effective in developing skills in working with families. Topics could include: engaging fathers, communication styles, parenting practices, understanding and responding to your child's behavior, etc.;
- Providing professional development that focuses on how culture can influence perspectives on childrearing, such as: communication styles, role of professionals, caregiving (sleeping, eating, toileting), discipline, language and learning;
- Committing to hiring staff that reflect the diversity of the community in which the program resides.

Evaluate family engagement efforts and use evaluations for continuous improvement using strategies such as:

Setting child-centered goals with parents and check in with them



- several times during school year to discuss the progress that has been made in achieving the mutuallydeveloped goals;
- Surveying parents at least annually on the effectiveness of the prekindergarten experience for their child and their family;
- Incorporating goals related to family engagement into the program's strategic planning initiatives;
- the National Association for the Education of Young Children's Program Self-Assessment Checklist and CLI Engage CIRCLE Progress Measures
- Using NAEYC's Family Checklist to gather data on how families view the program's effectiveness in family engagement. Data gathered is used for continuous improvement goal setting.

1. The Little Elm Independent School District will take the following actions to involve parents in the joint development of its district wide parental involvement plan under section 1112 of the ESEA:

Parent-Teacher Association Meetings Parent Conferences Open House Curriculum Nights Campus Improvement Team including parental involvement Language Proficiency Assessment Committee (LPAC) Admission, Review and Dismissal Committee (ARD) Parent Education Program District Education Improvement Council

2. The Little Elm Independent School District will take the following actions to involve parents in the process of school review and improvement under section 1116 of the ESEA:

Parent-Teacher Association Meetings Parent Surveys Parent Conferences District Educational Improvement Council Lobos Listen Campus Leadership Team Instructional Materials Allotment Town Halls (State of the District)

3. The Little Elm Independent School District will provide the following necessary coordination, technical assistance, and other support to assist Title I, Part A schools in planning and implementing effective parental involvement activities to improve student academic achievement and school performance:

Parent-Teacher Association Meetings Tutoring and Parent Nights Curriculum Nights Continuing Communication for the home and school connection

> Updated 7/30/2020 Federal Programs 972-947-9340



Opportunities to attend parenting education classes Opportunities to attend ESL/GED/Citizenship courses Weekly emails FOCUS Newsletters Campus emails District emails

4. The Little Elm Independent School District will coordinate and integrate parental involvement strategies in Part A with parental strategies under the following programs:

Campus Leadership Team Parent and Family Facilitator Curriculum nights Student and Community Engagement Committee Student Health and Coordinated Services Committee (SHAC) Key Communicators Title I Parent Advisory Parenting classes Online Instructional Resources and classroom access

5. The Little Elm Independent School District will take the following actions to conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of this parental involvement policy in improving the quality of its Title I, Part A schools. The evaluation will include identifying barriers to greater participation by parents in parental involvement activities (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background). The school district will use the findings of the evaluation about its parental involvement policy and activities to design strategies for more effective parental involvement, and to revise, if necessary (with the involvement of parents) its parental involvement policies.

Spanish/English Communication Translation services at PTA/School meetings Each campus will be responsible for eliciting parent feedback and policy implementation Communication via social media and hard copy as requested/needed

6. The Little Elm Independent School District will build the schools' and parents' capacity for strong parental involvement, in order to ensure effective involvement of parents and to support a partnership

Updated 7/30/2020 Federal Programs 972-947-9340



among the school involved, parents, and the community to improve student academic achievement, through the following activities specifically described below:

A. The school district will, with the assistance of its Title I, Part A schools, provide assistance to parents of children served by the school district or school, as appropriate, in understanding topics such as the following, by undertaking the actions described in this paragraph-

- The State's academic content standards
- The State's student academic achievement standards
- The State and local academic assessments including alternate assessments
- The requirements of Title I, Part A,
- How to monitor their child's progress, and
- How to work with educators

Title I Parent Advisory Committee Parent and Family Facilitator Parent-Teacher Association meetings Tutoring and parent nights Parent conferences Curriculum nights Continuing communication for the home and school connection Opportunities to attend parenting education classes Opportunities to attend ESL/GED courses Weekly emails FOCUS School Wires Tuesday Talks Digital Citizenship Town Hall (State of the District)

B. The school district will, with the assistance of its schools, provide materials and training to help parents work with their children to improve their children's academic achievement, such as literacy training, and using technology, as appropriate, to foster parental involvement, by:

Parent-Teacher Association meetings Parent conferences Open House Curriculum nights Campus Improvement Team including parental involvement Language Proficiency Assessment Committee (LPAC) Admission, Review and Dismissal Committee (ARD)



The campus will provide materials and training to help parents work with their children, such as literacy training and using technology. [Section 1116(e)(2)]

C. The school district will, with the assistance of its schools and parents, educate its teachers, pupil services personnel, principals and other staff, in how to reach out to, communicate with, and work with parents as equal partners, in the value and utility of contributions of parents, and in how to implement and coordinate parent programs and build ties between parents and schools, by:

Title I Training: instruction, logistical details and implementation demands

We will address the importance of communication between teachers and parents on an ongoing basis through, at a minimum: Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. [Section 1116(d)(2)

D. The school district will take the following actions to ensure that information related to the school and parent programs, meetings, and other activities, is sent to the parents of participating children in an understandable and uniform format, including alternative formats upon request, and, to the extent practicable, in a language the parents can understand.

FOCUS District and campus websites Documents in English and Spanish Physical copies available marquees Neighborhood communications

PART III DISCRETIONARY DISTRICT WIDE PARENTAL INVOLVEMENT POLICY COMPONENTS

NOTE: The District Wide Parental Involvement Policy may include additional paragraphs listings and describing other discretionary activities that the school district, in consultation with its parents, chooses to undertake to build parents' capacity for involvement in the school and school system to support their children's academic achievement, such as the following discretionary activities listed under section 1118(e) of ESEA:

The written policy describes how the campus will provide reasonable support for parental involvement activities. [Section 1116(e)(14)]

Involving parents in the development of training for teachers, principals and other educators to improve the effectiveness of that training;

Providing necessary literacy training for parents from Title I, part A funds, if the school district has exhausted all other reasonably available sources of funding for that training;



Paying reasonable and necessary expenses associated with parental involvement activities, including transportation and child care costs, to enable parents to participate in school related meetings and training sessions;

Training parents to enhance the involvement of other parents

In order to maximize parental involvement and participation in their child's education, arranging school meetings at a variety of times, or conducting in-home conferences between teachers or other educators, who work directly with participating children, with parents who are unable to attend those conferences at school;

Adopting and implementing model approaches to improving parental involvement;

Establishing a district wide parent advisory council to provide advice on all matters related to parental involvement in Title I, Part A programs;

Developing appropriate roles for community based organizations and businesses, including faithbased organizations, in parental involvement activities; and

Providing other reasonable support for parental involvement activities; and

Providing other reasonable support for parent involvement activities under section 1118 as parents may request.

PART IV ADOPTION

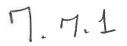
This District wide Parental Involvement Policy has been developed jointly with, and agreed on with, parents of children participating in Title I, part A programs, as evidenced by the District Education Improvement Council.

This policy was adopted by Little Elm ISD on Aug. 20, 2020 and will be in effect for the period of the 2020-2021 school year. The school district will distribute this policy to all parents of participating Title I, Part A children.

(Signature of authorized official)

(D-20-2020) (Date)

Updated 7/30/2020 Federal Programs 972-947-9340





Parent and Family Engagement Policy Parent Involvement Plan 2020-2021

Lakeview Elementary, Principal-John Wofford (T1)

District Contacts

- Ashley Glover, Ed.D- Executive Director for Educational Services aglover@littleelmisd.net
- Yamile Quintero, District Family Facilitator/Homeless Liaison yquintero@littleelmisd.net

The campus will convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under this part and to explain the requirements of this part, and the right of the parents to be involved. [Section 1116(c)(1)] This meeting will be held via Zoom on September 17, 2020 at 5:30 and was recorded and placed on a blackboard link.

The written policy describes how the campus will offer a flexible number of meetings, such as meetings in the morning or evening. [Section 1116(c)(2)]

Family Engagement Policy

A Family Engagement Policy should assist districts and open-enrollment charters in achieving and maintaining high levels of family involvement and positive family attitudes toward education and should:

- Facilitate family-to-family support
- Establish a network of community resources
- Increase family participation in decision-making
- · Equip families with tools to enhance and extend learning

• Develop staff skills in evidence-based practices that support families in meeting their children's learning benchmarks

• Evaluate family engagement efforts and use evaluations for continuous improvement

Facilitate family-to-family support

- Promoting families' understanding of different cultures and backgrounds;
- Hosting events that bring families together such as potlucks, sing-alongs, family fun nights and open houses.
- Organizing field trips and other activities
- Having a parent Meet and Greet night early in the school year

Establish a network of community resources using strategies such as:

• Providing up-to-date written information on community resources (e.g. adult schools that offer GED coursewor community health organizations, recreational options, resale shops, social service organizations, etc.) on a regular basis to parents (e.g. once a week, once a month, etc.). Make sure the information is in the family's home language;



- Having a different community resource and giving family members the opportunity to interact with community resources more conveniently;
- Maintaining a Community Resource Handbook that identifies where services such as housing, health services, legal assistance, domestic violence services, etc. can be found;
- Assisting families in getting and using a library card;
- Providing families with a list of free/low-cost recreational options in the community in which they reside;
- Encouraging staff to build relationships with workers in community programs to enhance the effectiveness of referrals;
- Making active referrals with families (e.g. calling with the family, bringing intake workers from other
 programs to meet with families) that include making a personal connection between families and service
 providers;
- Following up with families on referrals to see if services were received and parents were satisfied;

Increase family participation in decision-making using strategies such as:

- Providing training for families on how to advocate for themselves and their children;
- Encouraging legislative representatives to meet with parents to discuss ideas, issues and problems in their community;
- Educating families about their rights under State and Federal law regarding the Individuals with
- Disabilities Education Act (IDEA);
- Creating an environment in the program that affirms parent leadership;
- Providing opportunities for families to provide input on key decisions happening in the program (i.e. family surveys, focus groups);
- Using an intake questionnaire at the beginning of the school year so that teachers can learn about the children in their classroom from their parents' perspective and begin some mutual goal setting with each individual family;
- Encourage parents to represent the prekindergarten program at elementary school functions such as PT
- Using parents as equal partners with staff in reviewing family engagement survey results and making decisions regarding plans for continuous improvement.

Equip families with tools to enhance and extend learning using strategies such as:

- Conferencing with families during the school year and collaborating with them in setting goals for their children while at the prekindergarten program;
- Encouraging family members to volunteer at school
- Doing a survey to identify parents' talents, skills and cultural traditions that they would be willing to share with the classroom;
- Having kindergarten staff visit each pre kindergarten classrooms giving parents the opportunity to meet teachers, administrators and have their questions answered regarding the transition to kindergarten;
- Sending home activities that can be done at home for little or no cost that correspond with the activities done in the classroom;
- Utilizing a "Parent Lending Library" where parents can check out items (books, games, art supplies, puzzles, etc.) to be used at their homes to assist their children in learning;
- Providing workshops for parents that focus on common child development topics (health, child guidance, how the young child learns, etc.);
- Utilizing a parent bulletin board to share information on upcoming school and community events and to focus
 on a monthly child development topic;



- Using families.naeyc.org as a resource for research-based, family-friendly, written information on child development topics;
- Hosting a Family Night centered around a topic that interests everyone. Plan activities for both adults and children of varying ages (siblings will want to participate too);
- Using technology that is family-friendly to enhance parents' knowledge on child development topics (Ex: ReadyRosie, Daily Vroom, etc.).
- Encouraging families to reflect on family experiences and practices in helping children;
- Assisting families to implement best practices that will help achieve the goals and objectives identified to meet the needs of the child and family.

Develop Staff Skills in Evidence-Based Practices that Support Families in Meeting Their Children's Learning

- Meeting their Children's Learning Benchmark
- Brainstorming areas where parents can play a collaborative role in decision-making for their child;
- Training children to greet and say goodbye to parents and their classmates as a means to show respect for all program participants;
- Using developmentally appropriate activities to help children understand differences in families, cultures and traditions;
- Providing training for educators on how to respond to families that are in a crisis;
- Making space available for staff to meet with parents privately;
- Training educators about the resources that are available in the community that support families'
- interests and needs (ex: safety, housing stability, employment, job skills, financial literacy, health, etc.);
- Providing professional development opportunities that are grounded in a strengths-based approach to family engagement;
- Providing professional development opportunities focused on professional ethics as it relates to family engagement (ex: boundaries, confidentiality, etc.);
- Providing professional development that is effective in developing skills in working with families. Topics could include: engaging fathers, communication styles, parenting practices, understanding and responding to your child's behavior, etc.;
- Providing professional development that focuses on how culture can influence perspectives on childrearing, such as: communication styles, role of professionals, caregiving (sleeping, eating, toileting), discipline, language and learning;
- Committing to hiring staff that reflect the diversity of the community in which the program resides.

Evaluate family engagement efforts and use evaluations for continuous improvement using strategies such as:

- Setting child-centered goals with parents and check in with them
- several times during school year to discuss the progress that has been made in achieving the mutuallydeveloped goals;
- Surveying parents at least annually on the effectiveness of the prekindergarten experience for their child and their family;
- Incorporating goals related to family engagement into the program's strategic planning initiatives;
- the National Association for the Education of Young Children's Program Self-Assessment Checklist and CLI Engage CIRCLE Progress Measures
- Using NAEYC's *Family Checklist* to gather data on how families view the program's effectiveness in family engagement. Data gathered is used for continuous improvement goal setting.



1. The Little Elm Independent School District will take the following actions to involve parents in the join development of its district wide parental involvement plan under section 1112 of the ESEA:

Parent-Teacher Association Meetings Parent Conferences Open House Curriculum Nights Campus Improvement Team including parental involvement Language Proficiency Assessment Committee (LPAC) Admission, Review and Dismissal Committee (ARD) Parent Education Program District Education Improvement Council

2. The Little Elm Independent School District will take the following actions to involve parents in the process of school review and improvement under section 1116 of the ESEA:

Parent-Teacher Association Meetings Parent Surveys Parent Conferences District Educational Improvement Council Lobos Listen Campus Leadership Team Instructional Materials Allotment Town Halls (State of the District)

3. The Little Elm Independent School District will provide the following necessary coordination, technical assistance, and other support to assist Title I, Part A schools in planning and implementing effective parental involvement activities to improve student academic achievement and school performance:

Parent-Teacher Association Meetings Tutoring and Parent Nights Curriculum Nights Continuing Communication for the home and school connection Opportunities to attend parenting education classes Opportunities to attend ESL/GED/Citizenship courses Weekly emails FOCUS Newsletters Campus emails District emails



4. The Little Elm Independent School District will coordinate and integrate parental involvement strategies in Part A with parental strategies under the following programs:

Campus Leadership Team Parent and Family Facilitator Curriculum nights Student and Community Engagement Committee Student Health and Coordinated Services Committee (SHAC) Key Communicators Title I Parent Advisory Parenting classes Online Instructional Resources and classroom access

5. The Little Elm Independent School District will take the following actions to conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of this parental involvement policy in improving the quality of its Title I, Part A schools. The evaluation will include identifying barriers to greater participation by parents in parental involvement activities (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency have limited literacy, or are of any racial or ethnic minority background). The school district will use the findings of the evaluation about its parental involvement policy and activities to design strategies for mo effective parental involvement, and to revise, if necessary (with the involvement of parents) its parental involvement policies.

Spanish/English Communication

Translation services at PTA/School meetings Each campus will be responsible for eliciting parent feedback and policy implementation Communication via social media and hard copy as requested/needed

6. The Little Elm Independent School District will build the schools' and parents' capacity for strong parental involvement, in order to ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, through the following activities specifically described below:

A. The school district will, with the assistance of its Title I, Part A schools, provide assistance to parents of children served by the school district or school, as appropriate, in understanding topics such as the following by undertaking the actions described in this paragraph-

- The State's academic content standards
- The State's student academic achievement standards



- The State and local academic assessments including alternate assessments
- The requirements of Title I, Part A,
- How to monitor their child's progress, and
- How to work with educators

Title I Parent Advisory Committee Parent and Family Facilitator Parent-Teacher Association meetings Tutoring and parent nights Parent conferences Curriculum nights Continuing communication for the home and school connection Opportunities to attend parenting education classes Opportunities to attend ESL/GED courses Weekly emails FOCUS School Wires Tuesday Talks Digital Citizenship Town Hall (State of the District)

B. The school district will, with the assistance of its schools, provide materials and training to help parents work with their children to improve their children's academic achievement, such as literacy training, and usin technology, as appropriate, to foster parental involvement, by:

Parent-Teacher Association meetings Parent conferences Open House Curriculum nights Campus Improvement Team including parental involvement Language Proficiency Assessment Committee (LPAC) Admission, Review and Dismissal Committee (ARD)

The campus will provide materials and training to help parents work with their children, such as literacy training and using technology. [Section 1116(e)(2)]

C. The school district will, with the assistance of its schools and parents, educate its teachers, pupil services personnel, principals and other staff, in how to reach out to, communicate with, and work with parents as equal partners, in the value and utility of contributions of parents, and in how to implement and coordinate parent programs and build ties between parents and schools, by:

Title I Training: instruction, logistical details and implementation demands



We will address the importance of communication between teachers and parents on an ongoing basis through, at a minimum: Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. [Section 1116(d)(2)

D. The school district will take the following actions to ensure that information related to the school and parent programs, meetings, and other activities, is sent to the parents of participating children in an understandable and uniform format, including alternative formats upon request, and, to the extent practicabl in a language the parents can understand.

FOCUS District and campus websites Documents in English and Spanish Physical copies available marquees Neighborhood communications

PART III DISCRETIONARY DISTRICT WIDE PARENTAL INVOLVEMENT POLICY COMPONENTS

NOTE: The District Wide Parental Involvement Policy may include additional paragraphs listings and describing other discretionary activities that the school district, in consultation with its parents, chooses to undertake to build parents' capacity for involvement in the school and school system to support their children's academic achievement, such as the following discretionary activities listed under section 1118(e) ESEA:

The written policy describes how the campus will provide reasonable support for parental involvement activities. [Section 1116(e)(14)]

Involving parents in the development of training for teachers, principals and other educators to improve the effectiveness of that training;

Providing necessary literacy training for parents from Title I, part A funds, if the school district has exhausted all other reasonably available sources of funding for that training;

Paying reasonable and necessary expenses associated with parental involvement activities, includin transportation and child care costs, to enable parents to participate in school related meetings and training sessions;

Training parents to enhance the involvement of other parents

In order to maximize parental involvement and participation in their child's education, arranging scho meetings at a variety of times, or conducting in-home conferences between teachers or other educators, wh work directly with participating children, with parents who are unable to attend those conferences at school;

Adopting and implementing model approaches to improving parental involvement;

Establishing a district wide parent advisory council to provide advice on all matters related to parental involvement in Title I, Part A programs;



Developing appropriate roles for community based organizations and businesses, including faithbased organizations, in parental involvement activities; and

Providing other reasonable support for parental involvement activities; and

Providing other reasonable support for parent involvement activities under section 1118 as parents may request.

PART IV ADOPTION

This District wide Parental Involvement Policy has been developed jointly with, and agreed on with, parents children participating in Title I, part A programs, as evidenced by the District Education Improvement Counci

This policy was adopted by Little Elm ISD on September 17, 2020 and will be in effect for the period of the 2020-2021 school year. The school district will distribute this policy to all parents of participating Title I, Part A children.

John Wford

John Wofford

9-17-2020



Oak Point Elementary Parent and Family Engagement Policy Parent Involvement Plan 2020-2021

Campuses

- Little Elm High School, Principal-Dr. Elizabeth Priddy
- Zellars Alternative, Principal- Bill Bush
- Strike Middle School, Principal-Kelly Hastings
- Walker Middle School, Principal-Kelley Carr
- Prestwick Elementary, Principal- Christy Gibson
- Brent Elementary, Principal-Karie Kuster (T1)
- Chavez Elementary, Principal- Elizabeth Miller (T1)
- Hackberry Elementary, Principal- Stephen Richardson(T1)
- Lakeview Elementary, Principal-John Wofford (T1)
- Oak Point Elementary, Principal-Kori Werth (T1)

District Contacts

- Ashley Glover, Ed.D- Executive Director for Educational Services aglover@littleelmisd.net
- Yamile Quintero, District Family Facilitator/Homeless Liaison yquintero@littleelmisd.net

The campus will convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under this part and to explain the requirements of this part, and the right of the parents to be involved. [Section 1116(c)(1)] This meeting will be held on Thursday, September 10, 2020.

Title 1 information will also be presented during parent teacher conferences, held the week of October 19-23.

The written policy describes how the campus will offer a flexible number of meetings, such as meetings in the morning or evening. [Section 1116(c)(2)]

This meeting was offered over Zoom, over the phone and via email.

Family Engagement Policy

A Family Engagement Policy should assist districts and open-enrollment charters in achieving and maintaining high levels of family involvement and positive family attitudes toward education and should:

- Facilitate family-to-family support
- Establish a network of community resources
- Increase family participation in decision-making
- · Equip families with tools to enhance and extend learning
- Develop staff skills in evidence-based practices that support families in meeting their children's learning benchmarks
- Evaluate family engagement efforts and use evaluations for continuous improvement



Facilitate family-to-family support

- Promoting families' understanding of different cultures and backgrounds;
- Hosting events that bring families together such as potlucks, sing-alongs, family fun nights and open houses.
- Organizing field trips and other activities
- Having a parent Meet and Greet night early in the school year

Establish a network of community resources using strategies such as:

- Providing up-to-date written information on community resources (e.g. adult schools that offer GED courseworl community health organizations, recreational options, resale shops, social service organizations, etc.) on a regular basis to parents (e.g. once a week, once a month, etc.). Make sure the information is in the family's home language;
- Having a different community resource and giving family members the opportunity to interact with community resources more conveniently;
- Maintaining a Community Resource Handbook that identifies where services such as housing, health services, legal assistance, domestic violence services, etc. can be found;
- Assisting families in getting and using a library card;
- Providing families with a list of free/low-cost recreational options in the community in which they reside;
- Encouraging staff to build relationships with workers in community programs to enhance the
 effectiveness of referrals;
- Making active referrals with families (e.g. calling with the family, bringing intake workers from other programs to meet with families) that include making a personal connection between families and service providers;
- · Following up with families on referrals to see if services were received and parents were satisfied;

Increase family participation in decision-making using strategies such as:

- Providing training for families on how to advocate for themselves and their children;
- Encouraging legislative representatives to meet with parents to discuss ideas, issues and problems in their community;
- Educating families about their rights under State and Federal law regarding the Individuals with
- Disabilities Education Act (IDEA);
- Creating an environment in the program that affirms parent leadership;
- Providing opportunities for families to provide input on key decisions happening in the program (i.e. family surveys, focus groups);
- Using an intake questionnaire at the beginning of the school year so that teachers can learn about the children in their classroom from their parents' perspective and begin some mutual goal setting with each individual family;
- Encourage parents to represent the prekindergarten program at elementary school functions such as PT
- Using parents as equal partners with staff in reviewing family engagement survey results and making decisions regarding plans for continuous improvement.



Equip families with tools to enhance and extend learning using strategies such as:

- Conferencing with families during the school year and collaborating with them in setting goals for their children while at the prekindergarten program;
- Encouraging family members to volunteer at school
- Doing a survey to identify parents' talents, skills and cultural traditions that they would be willing to share with the classroom;
- Having kindergarten staff visit each pre kindergarten classrooms giving parents the opportunity to meet teachers, administrators and have their questions answered regarding the transition to kindergarten;
- Sending home activities that can be done at home for little or no cost that correspond with the activities done in the classroom;
- Utilizing a "Parent Lending Library" where parents can check out items (books, games, art supplies, puzzles, etc.) to be used at their homes to assist their children in learning;
- Providing workshops for parents that focus on common child development topics (health, child guidance, how the young child learns, etc.);
- Utilizing a parent bulletin board to share information on upcoming school and community events and to focus
 on a monthly child development topic;
- Using families.naeyc.org as a resource for research-based, family-friendly, written information on child development topics;
- Hosting a Family Night centered around a topic that interests everyone. Plan activities for both adults and children of varying ages (siblings will want to participate too);
- Using technology that is family-friendly to enhance parents' knowledge on child development topics (Ex: ReadyRosie, Daily Vroom, etc.).
- Encouraging families to reflect on family experiences and practices in helping children;
- Assisting families to implement best practices that will help achieve the goals and objectives identified to meet the needs of the child and family.

Develop Staff Skills in Evidence-Based Practices that Support Families in Meeting Their Children's Learning

- Meeting their Children's Learning Benchmark
- Brainstorming areas where parents can play a collaborative role in decision-making for their child;
- Training children to greet and say goodbye to parents and their classmates as a means to show respect for all program participants;
- Using developmentally appropriate activities to help children understand differences in families, cultures and traditions;
- Providing training for educators on how to respond to families that are in a crisis;
- Making space available for staff to meet with parents privately;
- Training educators about the resources that are available in the community that support families'
- interests and needs (ex: safety, housing stability, employment, job skills, financial literacy, health, etc.);
- Providing professional development opportunities that are grounded in a strengths-based approach to family engagement;
- Providing professional development opportunities focused on professional ethics as it relates to family engagement (ex: boundaries, confidentiality, etc.);



- Providing professional development that is effective in developing skills in working with families. Topics could include: engaging fathers, communication styles, parenting practices, understanding and responding to your child's behavior, etc.;
- Providing professional development that focuses on how culture can influence perspectives on childrearing, such as: communication styles, role of professionals, caregiving (sleeping, eating, toileting), discipline, language and learning;
- Committing to hiring staff that reflect the diversity of the community in which the program resides.

Evaluate family engagement efforts and use evaluations for continuous improvement using strategies such as:

- Setting child-centered goals with parents and check in with them
- several times during school year to discuss the progress that has been made in achieving the mutuallydeveloped goals;
- Surveying parents at least annually on the effectiveness of the prekindergarten experience for their child and their family;
- Incorporating goals related to family engagement into the program's strategic planning initiatives;
- the National Association for the Education of Young Children's Program Self-Assessment Checklist and CLI Engage CIRCLE Progress Measures
- Using NAEYC's Family Checklist to gather data on how families view the program's effectiveness in family engagement. Data gathered is used for continuous improvement goal setting.

1. Oak Point Elementary will take the following actions to involve parents in the joint development of its district wide parental involvement plan under section 1112 of the ESEA:

Virtual Parent-Teacher Association Meetings Virtual Parent Conferences Virtual Open House Virtual Curriculum Nights Campus Improvement Team including parental involvement Language Proficiency Assessment Committee (LPAC) Admission, Review and Dismissal Committee (ARD) Parent Education Program District Education Improvement Council

2. Oak Point Elementary will take the following actions to involve parents in the process of school review and improvement under section 1116 of the ESEA:

Virtual Parent-Teacher Association Meetings Electronic Parent Surveys Virtual Parent Conferences District Educational Improvement Council Lobos Listen Campus Leadership Team ٠



Instructional Materials Allotment Town Halls (State of the District)

3. Oak Point Elementary will provide the following necessary coordination, technical assistance, and other support to assist Title I, Part A schools in planning and implementing effective parental involvement activities to improve student academic achievement and school performance:

Virtual Parent-Teacher Association Meetings Tutoring Virtual Curriculum Nights Continuing Communication for the home and school connection Opportunities to attend parenting education classes Opportunities to attend ESL/GED/Citizenship courses Weekly emails FOCUS Monthly Newsletters Campus emails District emails

4. Oak Point Elementary will coordinate and integrate parental involvement strategies in Part A with parental strategies under the following programs:

Campus Leadership Team Parent and Family Facilitator Virtual Curriculum nights Student and Community Engagement Committee Student Health and Coordinated Services Committee (SHAC) Key Communicators Title I Parent Advisory Parenting classes Online Instructional Resources and classroom access

5. Oak Point Elementary will take the following actions to conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of this parental involvement policy in improving the quality of its Title I, Part A schools. The evaluation will include identifying barriers to greater participatio by parents in parental involvement activities (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial c ethnic minority background). The school district will use the findings of the evaluation about its parental



involvement policy and activities to design strategies for more effective parental involvement, and to revise, if necessary (with the involvement of parents) its parental involvement policies.

Spanish/English Communication Translation services at PTA/School meetings Quick "How Are We Doing?" surveys to parents to get feedback on each nine weeks Communication via social media and hard copy as requested/needed

6. Oak Point Elementary will build the schools' and parents' capacity for strong parental involvement, i order to ensure effective involvement of parents and to support a partnership among the school involved parents, and the community to improve student academic achievement, through the following activities specifically described below:

A. Oak Point Elementary will, with the assistance of its Title I, Part A schools, provide assistance to parents of children served by the school district or school, as appropriate, in understanding topics such as the following, by undertaking the actions described in this paragraph-

- The State's academic content standards
- The State's student academic achievement standards
- The State and local academic assessments including alternate assessments
- The requirements of Title I, Part A,
- How to monitor their child's progress, and
- How to work with educators

Title I Parent Advisory Committee Parent and Family Facilitator Parent-Teacher Association meetings Tutoring and parent nights Parent conferences Curriculum nights Continuing communication for the home and school connection Opportunities to attend parenting education classes Opportunities to attend ESL/GED courses Weekly emails FOCUS School Wires Tuesday Talks Digital Citizenship



Town Hall (State of the District)

B. Oak Point Elementary will, with the assistance of its schools, provide materials and training to help parents work with their children to improve their children's academic achievement, such as literacy training, and using technology, as appropriate, to foster parental involvement, by:

Parent-Teacher Association meetings Parent conferences Open House Curriculum nights Campus Improvement Team including parental involvement Language Proficiency Assessment Committee (LPAC) Admission, Review and Dismissal Committee (ARD)

Oak Point will provide materials and training to help parents work with their children, such as literacy training and using technology.

Classes are offered by the teachers to assist parents on how to navigate Zoom and ensure adequate knowledge is available to help their children be successful.

The Distance Learning Playbook for Parents was issued to 2 sets of parents to assist them in learning how to navigate online learning.

[Section 1116(e)(2)]

C. Oak Point Elementary will, with the assistance of its schools and parents, educate its teachers, pupil services personnel, principals and other staff, in how to reach out to, communicate with, and work with parents as equal partners, in the value and utility of contributions of parents, and in how to implement and coordinate parent programs and build ties between parents and schools, by:

Title I Training: instruction, logistical details and implementation demands

We will address the importance of communication between teachers and parents on an ongoing basis through,: Parent-teacher conferences where the compact shall be discussed as the compact relates to the individual child's achievement. [Section 1116(d)(2)

D. Oak Point Elementary will take the following actions to ensure that information related to the school and parent programs, meetings, and other activities, is sent to the parents of participating children in an understandable and uniform format, including alternative formats upon request, and, to the extent practicable in a language the parents can understand.

FOCUS District and campus websites



Documents in English and Spanish Physical copies available marquees Neighborhood communications

PART III DISCRETIONARY DISTRICT WIDE PARENTAL INVOLVEMENT POLICY COMPONENTS

NOTE: The District Wide Parental Involvement Policy may include additional paragraphs listings and describing other discretionary activities that the school district, in consultation with its parents, chooses to undertake to build parents' capacity for involvement in the school and school system to support their children's academic achievement, such as the following discretionary activities listed under section 1118(e) c ESEA:

The written policy describes how Oak Point Elementary will provide reasonable support for parental involvement activities. [Section 1116(e)(14)]

Involving parents in the development of training for teachers, principals and other educators to improve the effectiveness of that training;

• Providing necessary literacy training for parents from Title I, part A funds, if the school district has exhausted all other reasonably available sources of funding for that training;

• Paying reasonable and necessary expenses associated with parental involvement activities, includin transportation and child care costs, to enable parents to participate in school related meetings and training sessions;

Training parents to enhance the involvement of other parents

In order to maximize parental involvement and participation in their child's education, arranging scho meetings at a variety of times, or conducting in-home conferences between teachers or other educators, wh work directly with participating children, with parents who are unable to attend those conferences at school;

Adopting and implementing model approaches to improving parental involvement;

• Establishing a district wide parent advisory council to provide advice on all matters related to parental involvement in Title I, Part A programs;

• Developing appropriate roles for community based organizations and businesses, including faith-based organizations, in parental involvement activities; and

Providing other reasonable support for parental involvement activities; and

• Providing other reasonable support for parent involvement activities under section 1118 as parents may request.

PART IV ADOPTION



This Oak Point Elementary Parental Involvement Policy has been developed jointly with, and agreed on with parents of children participating in Title I, part A programs, as evidenced by the District Education Improvement Council.

This policy was adopted by Little Elm ISD on 10/30/2020 and will be in effect for the period of the 2020-2021 school year. The school district will distribute this policy to all parents of participating Title I, Part A children.

Principal

(Date)



Parent and Family Engagement Policy Parent Involvement Plan 2020-2021

<u>Campuses</u>

- Little Elm High School, Principal-Dr. Elizabeth Priddy
- Zellars Alternative, Principal- Bill Bush
- Strike Middle School, Principal-Kelly Hastings
- Walker Middle School, Principal-Kelley Carr
- Prestwick Elementary, Principal- Christy Gibson
- Brent Elementary, Principal-Karie Kuster (TI)
- Chavez Elementary, Principal- Elizabeth Miller (TI)
- Hackberry Elementary, Principal- Stephen Richardson(TI)
- Lakeview Elementary, Principal-John Wofford (TI)
- Oak Point Elementary, Principal-Kori Werth (TI)

District Contacts

- Ashley Glover, Ed.D- Director for Testing and Federal Programs <u>aglover@littleelmisd.net</u>
- Yamile Quintero, District Family Facilitator/Homeless Liaison yquintero@littleelmisd.net

The campus/district will convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under this part and to explain the requirements of this part, and the right of the parents to be involved. [Section 1116(c)(1)] This meeting will be held on September 28, 2020 and by email to the DEIC group after the meeting has concluded. DEIC may review documents, ask questions, and provide feedback until October 30,2020.

The written policy describes how the campus will offer a flexible number of meetings, such as meetings in the morning or evening. [Section 1116(c)(2)] These flexible meetings were offered via Zoom, email etc.

Family Engagement Policy

A Family Engagement Policy should assist districts and open-enrollment charters in achieving and maintaining high levels of family involvement and positive family attitudes toward education and should:

- Facilitate family-to-family support
- Establish a network of community resources
- Increase family participation in decision-making
- Equip families with tools to enhance and extend learning



- Develop staff skills in evidence-based practices that support families in meeting their children's learning benchmarks
- Evaluate family engagement efforts and use evaluations for continuous improvement

Facilitate family-to-family support

- Promoting families' understanding of different cultures and backgrounds;
- Hosting events that bring families together such as potlucks, sing-alongs, family fun nights and open houses.
- Organizing field trips and other activities, taking current COVID 19 restrictions into consideration.
- Having a parent Meet and Greet night early in the school year via Zoom

Establish a network of community resources using strategies such as:

- Providing up-to-date written information on community resources (e.g. adult schools that offer GED coursework, community health organizations, recreational options, resale shops, social service organizations, etc.) on a regular basis to parents (e.g. once a week, once a month, etc.). Ensure the information is in the family's home language;
- Giving family members the opportunity to interact with community resources more conveniently;
- Maintaining a Community Resource Handbook that identifies where services such as housing, health services, legal assistance, domestic violence services, etc. can be found;
- Providing families with a list of free/low-cost recreational options in the community in which they reside;
- Encouraging staff to build relationships with workers in community programs to enhance the effectiveness of referrals;
- Making active referrals with families (e.g. calling with the family, bringing intake workers from other programs to meet with families) that include making a personal connection between families and service providers;
- Following up with families on referrals to see if services were received and parents were satisfied;

Increase family participation in decision-making using strategies such as:

- Providing training for families on how to advocate for themselves and their children;
- Encouraging legislative representatives to meet with parents to discuss ideas, issues and problems in their community;
- Educating families about their rights under State and Federal law regarding the Individuals with Disabilities Education Act (IDEA);
- Creating an environment in the program that affirms parent leadership;
- Providing opportunities for families to provide input on key decisions happening in the program (i.e. family surveys, focus groups);



- Using an intake questionnaire at the beginning of the school year so that teachers can learn about the children in their classroom from their parents' perspective and begin some mutual goal setting with each individual family;
- Encourage parents to represent the prekindergarten program at elementary school functions such as PTA (for applicable campuses).
- Using parents as equal partners with staff in reviewing family engagement survey results and making decisions regarding plans for continuous improvement.

Equip families with tools to enhance and extend learning using strategies such as:

- Conferencing with families during the school year and collaborating with them in setting goals for their children.
- Encouraging family members to volunteer at school or virtually in the current health crisis.
- Doing a survey to identify parents' talents, skills and cultural traditions that they would be willing to share with the classroom;
- Sending home activities that can be done at home for little or no cost that correspond with the activities done in the classroom;
- Utilizing a "Parent Lending Library" where parents can check out items (books, games, art supplies, puzzles, etc.) to be used at their homes to assist their children in learning;
- Providing workshops for parents that focus on common child development topics (health, child guidance, how the young child learns, etc.);
- Utilizing a parent bulletin board to share information on upcoming school and community events and to focus on a monthly child development topic;
- Using families.naeyc.org as a resource for research-based, family-friendly, written information on child development topics;
- Hosting a Family Night centered around a topic that interests everyone. Plan activities for both adults and children of varying ages (siblings will want to participate too);
- Using technology that is family-friendly to enhance parents' knowledge on child development topics, as well as ensure technology is readily available for students at home.
- Encouraging families to reflect on family experiences and practices in helping children;
- Assisting families to implement best practices that will help achieve the goals and objectives identified to meet the needs of the child and family.

Develop Staff Skills in Evidence-Based Practices that Support Families in Meeting Their Children's Learning Goals

- Brainstorming areas where parents can play a collaborative role in decision-making for their child;
- Using developmentally appropriate activities to help children understand differences in families, cultures and traditions;
- Providing training for educators on how to respond to families that are in a crisis;
- Making space available for staff to meet with parents privately;



- Training educators about the resources that are available in the community that support families'
- Interests and needs (ex: safety, housing stability, employment, job skills, financial literacy, health, etc.);
- Providing professional development opportunities that are grounded in a strengths-based approach to family engagement;
- Providing professional development opportunities focused on professional ethics as it relates to family engagement (ex: boundaries, confidentiality, etc.);
- Providing professional development that is effective in developing skills in working with families. Topics could include: engaging parents, communication styles, parenting practices, understanding and responding to your child's behavior, etc.;
- Providing professional development that focuses on how culture can influence perspectives on child- rearing, such as: communication styles, role of professionals, caregiving, discipline, language and learning;
- Committing to hiring staff that reflect the diversity of the community in which the program resides.

Evaluate family engagement efforts and use evaluations for continuous improvement using strategies such as:

- Setting child-centered goals with parents and check in with them
- Several times during school year to discuss the progress that has been made in achieving the mutually- developed goals;

Parent Involvement Plan via Activities

1. The Little Elm Independent School District will take the following actions to involve parents in the joint development of its district wide parental involvement plan under section 1112 of the ESEA:

Parent-Teacher Association Meetings (DEIC 2020-2021) Parent Conferences (DEIC 2020-2021) Open House (DEIC 2020-2021) Curriculum Nights (DEIC 2020-2021) Campus Improvement Team including parental involvement (DEIC 2020-2021) Language Proficiency Assessment Committee (LPAC) as applicable Admission, Review and Dismissal Committee (ARD) as applicable Parent Education Program District Education Improvement Council

* DEIC 2020-2021 recommendation: increase community awareness of parent involvement classes held on Monday night throughout the school year.



2. The Little Elm Independent School District will take the following actions to involve parents in the process of school review and improvement under section 1116 of the ESEA:

Parent-Teacher Association Meetings Parent Surveys Parent Conferences District Educational Improvement Council Campus Leadership Team Instructional Materials Allotment Town Halls (State of the District) CLASS

3. The Little Elm Independent School District will provide the following necessary coordination, technical assistance, and other support to assist Title I, Part A schools in planning and implementing effective parental involvement activities to improve student academic achievement and school performance:

Parent-Teacher Association Meetings Tutoring and Parent Nights Curriculum Nights in person or virtually as appropriate Continuing Communication for the home and school connection Opportunities to attend parenting education classes Opportunities to attend ESL/GED/Citizenship courses Weekly emails FOCUS Newsletters Campus emails District emails

4. The Little Elm Independent School District will coordinate and integrate parental involvement strategies in Part A with parental strategies under the following programs:

Campus Leadership Team Parent and Family Facilitator Curriculum nights Student and Community Engagement Committee Student Health and Coordinated Services Committee (SHAC) Title I Parent Advisory Parenting classes



Online Instructional Resources and classroom access

5. The Little Elm Independent School District will take the following actions to conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of this parental involvement policy in improving the quality of its Title I, Part A schools. The evaluation will include identifying barriers to greater participation by parents in parental involvement activities (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background). The school district will use the findings of the evaluation about its parental involvement policy and activities to design strategies for more effective parental involvement, and to revise, if necessary (with the involvement of parents) its parental involvement policies.

Spanish/English Communication Translation services at PTA/School meetings Each campus will be responsible for eliciting parent feedback and policy implementation Communication via social media and hard copy as requested/needed

DEIC 2020-2021 recommendations:

- Survey followup with At Home learners regarding their hotspots and ensuring functionality and accessibility.
- Consider creative ways for virtual involvement as in-person opportunities have been adjusted due to COVID 19 regulations
- Some families are struggling with increased screen time- how do they get involved?
- Concerns for technology skill levels for families unaccustomed to learning online- how can we assist with this?
- Review prominent languages in LEISD to ensure we are reaching our families.
- Increase availability of contact information at campuses (who to reach).

6. The Little Elm Independent School District will build the schools' and parents' capacity for strong parental involvement, in order to ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, through the following activities specifically described below:

A. The school district will, with the assistance of its Title I, Part A schools, provide assistance to parents of children served by the school district or school, as appropriate, in



understanding topics such as the following, by undertaking the actions described in this paragraph-

- The State's academic content standards
- The State's student academic achievement standards
- The State and local academic assessments including alternate assessments
- The requirements of Title I, Part A,
- How to monitor their child's progress, and
- How to work with educators

Title I Parent Advisory Committee Parent and Family Facilitator Parent-Teacher Association meetings Tutoring and parent nights Parent conferences Curriculum nights Continuing communication for the home and school connection Opportunities to attend parenting education classes Opportunities to attend ESL/GED courses Weekly emails FOCUS State of the District

B. The school district will, with the assistance of its schools, provide materials and training to help parents work with their children to improve their children's academic achievement, such as literacy training, and using technology, as appropriate, to foster parental involvement, by:

Parent-Teacher Association meetings Parent conferences Open House Curriculum nights Campus Improvement Team including parental involvement Language Proficiency Assessment Committee (LPAC) as applicable Admission, Review and Dismissal Committee (ARD) as applicable

DEIC 2020-2021 recommendations:

- Curriculum meetings more frequently held for parents
- Virtual curriculum tutorials for parents
- One pagers with hyperlinks for complex topics
- Access to free online tutoring



The campuses will provide materials and training to help parents work with their children, such as literacy training and using technology. [Section 1116(e)(2)]

C. The school district will, with the assistance of its schools and parents, educate its teachers, pupil services personnel, principals and other staff, in how to reach out to, communicate with, and work with parents as equal partners, in the value and utility of contributions of parents, and in how to implement and coordinate parent programs and build ties between parents and schools, by:

Title I Training: instruction, logistical details and implementation requirements

We will address the importance of communication between teachers and parents on an ongoing basis through, at a minimum: Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. [Section 1116(d)(2) either virtually or in person, as able.

DEIC 2020-2021 recommendations:

- "Coffee with the Principal"
- Communication Seesaw/Google Classroom/Class Dojo/Remind
- Distance opportunities for virtual meetings via suggested websites
- Step by step videos on how to use FOCUS and other District tools
- Increase specificity of call outs

D. The school district will take the following actions to ensure that information related to the school and parent programs, meetings, and other activities, is sent to the parents of participating children in an understandable and uniform format, including alternative formats upon request, and, to the extent practicable, in a language the parents can understand.

FOCUS District and campus websites Documents in English and Spanish Physical copies available Marquees Neighborhood communications

PART III DISCRETIONARY DISTRICT WIDE PARENTAL INVOLVEMENT POLICY COMPONENTS



NOTE: The District Wide Parental Involvement Policy may include additional paragraphs listings and describing other discretionary activities that the school district, in consultation with its parents, chooses to undertake to build parents' capacity for involvement in the school and school system to support their children's academic achievement, such as the following discretionary activities listed under section 1118(e) of ESEA:

The written policy describes how the campus will provide reasonable support for parental involvement activities. [Section 1116(e)(14)]

• Involving parents in the development of training for teachers, principals and other educators to improve the effectiveness of that training;

• Providing necessary literacy training for parents from Title I, part A funds, if the school district has exhausted all other reasonably available sources of funding for that training;

• Paying reasonable and necessary expenses associated with parental involvement activities , including transportation and child care costs, to enable parents to participate in school related meetings and training sessions;

• Training parents to enhance the involvement of other parents

In order to maximize parental involvement and participation in their child's education, arranging school meetings at a variety of times, or conducting in-home conferences or virtually between teachers or other educators, who work directly with participating children, with parents who are unable to attend those conferences at school;

• Adopting and implementing model approaches to improving parental involvement;

• Establishing a district wide parent advisory council to provide advice on all matters related to parental involvement in Title I, Part A programs;

• Developing appropriate roles for community based organizations and businesses, including faith-based organizations, in parental involvement activities; and

• Providing other reasonable support for parental involvement activities; and

• Providing other reasonable support for parent involvement activities under section 1118 as parents may request.

PART IV ADOPTION

This District wide Parental Involvement Policy has been developed jointly with, and agreed on with, parents of children participating in Title I, part A programs, as evidenced by the District Education Improvement Council.



This policy was adopted by Little Elm ISD on ______ and will be in effect for the period of the 2020-2021 school year. The school district will distribute this policy to all parents of participating Title I, Part A children.

(Signature of authorized official)

(Date)

Board Agenda Item

Little Elm Independent School District 300 Lobo Lane Little Elm, Texas 75068

Board Mtg. Date 11-16-2020	Reports of the SuperintendentAction ItemConsent AgendaRoutine 			
Subject:	GIFTS AND DONATIONS			
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer			
Policy/Code:	Other Revenues – Grants from Private Sources – CDC (LOCAL)			
Strategic Plan Goal:	Ensuring Fiscal Health & Sustainability			
Summary:	New gifts and donations received by the District will be presented.			
Financial Implications:	Increase of General Fund revenues and increase in appropriate budgets.			
Attachments:	Donation List			
Recommendation:	The Administration recommends the acceptance of gifts and donations as submitted.			
Motion:	I move the Board approve the acceptance of gifts and donations as submitted.			

LITTLE ELM INDEPENDENT SCHOOL DISTRICT NEW DONATIONS November 2020

Donations Less than \$2,500

Campus/Dept	Fund	Donation From	Description	Date	Monetary	Non- Monetary	Total
Athletics	461	LEHS Volleyball Booster Club	Purchase volleyball shoes	09/23/20	1,410.00		1,410.00
Childcare Program	720	Workforce Solutions for North Central Texas	TRS supply allowance for staff members	10/07/20	2,000.00		2,000.00
Lakeview Elementary	461	Denise A. Vanbeusekom	Classroom supplies	10/19/20	1,500.00		1,500.00
Prestwick Elementary	461	PepsiCo / Blackbaud Giving Fund	Classroom supplies	10/22/20	320.00		320.00
	1	I	1	1	5,230.00	-	5,230.00

Donations \$2,500 and Greater

	Campus/Dept	Fund	Donation From	Description	Date	Monetary	Non- Monetary	Total
								-
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Board Agenda Item Little Elm Independent School District 300 Lobo Lane Little Elm, Texas 75068					
Board Mtg. Date 11-16-2020	Reports of the Superintendent	Action Item	Consent Agenda X	Reports, Routine Monthly	Other
Subject:	DECLARING TECHNOLOGY EQUIPMENT SURPLUS AND AUTHORIZING FOR DISPOSAL				
Presenter or Contact Person:	Clay Walker, Director for Technology Services				
Policy/Code:	CI (LOCAL), CI	(LEGAL)			
Strategic Plan Goal:	Ensuring Fiscal Health and Sustainability				
Summary:	Numerous components of technology equipment items have been displaced throughout the District and are of negligible salvage value, being either obsolete or beyond economical repair. Due to the age and condition of these items, LEISD Administration requests that the items listed in the attachment be declared surplus and authorized for disposal.				
Financial Implications:	There is no financial implication to the budget.				
Attachments:	Surplus List				
Recommendation:	The Administrat declared surplus				d items be
Motion:	I move that the I authorize them f		-		d items and

Device	Serial Number
HP Prodesk 600	2UA5111VLY
HP Prodesk 600	MXL5022PRJ
chromebook	56191400018164
chromebook	56191400038162
IDP printer	5SID0000010245

Epson LCD Projector EMP-83H	KM3F943040L
Fortigate-800C	FG800C3912800632
Epson LCD Projector EMP-83H	VTFK5500556
Epson LCD Projector EMP-83H	KM3F943012L
HP Color LaserJet Pro MFP M477fnw	VNCKM1M02D
Acer LCD Monitor	ETLCC0202181000A914100
Dell Monitor	CN-0G438H-64180-8BC-1WUL
Logitech X-240 Speakers	S-0285A
Dynex Speakers DX-SP211	11E1103289
HP LV1911 Monitor	6CM41925SJ
Lenovo ThinkCenter	6305B1ULKLMVHA
HP DeskJet2624 Printer	CN78Q2C0WZ
3M 9000 Series Overhead Projector	852388
HP Color LaserJet Pro 3800n	CNYBF21776
Hp UltraSlim Dock	CNU344ZF3D
HP ProDesk 400 G1 MT	MXL5230V8D
HP ProDesk 400 G1 MT	MXL52418LR
HP ProDesk 400 G1 MT	MXL5230QFS
HP ProDesk 400 G1 MT	MXL5230V8B
HP ProDesk 400 G1 MT	MXL5230QFX
HP ProDesk 400 G1 MT	MXL5230QGC
HP ProDesk 400 G1 MT	MXL5230V88
HP ProDesk 400 G1 MT	MXL52418L6
HP ProDesk 400 G1 MT	MXL5230V89
HP ProDesk 400 G1 MT	MXL52418LS

HP ProDesk 400 G1 MT	MXL52418LB
HP ProDesk 400 G3 SFF	MXL63521YC
HP LaserJet 1012 Printer	CNFB516884
HP ProDesk 400 G1 MT	MXL5230V86
HP LaserJet P1102w Printer	VNB3420723
Brother MFC-7860DW Printer	U62702G1N687767
HP Laser Jet Enterprise M604 Printer	CNBCH840RF
HP Laser Jet Enterprise M604 Printer	CNBCH8410S
HP LaserJet Pro 200 color M251nw Printer	CND1G44837
HP LaserJet P1006 Printer	VND3M16916
HP LaserJet P1005 Printer	VND4C09598
HP LaserJet Pro MFP M225dw	CNB8H5NGS3
Brother MFC-J480DW Printer	U64037C7H368108

HP ProDesk 600 G1 SFF	MXL42211G9
HP ProDesk 600 G1 SFF	MXL42211JJ
HP ProDesk 600 G1 SFF	MXL4110G9P
HP ProDesk 600 G1 SFF	2UA4160TJC
HP ProDesk 600 G1 SFF	MXL42211M6
HP ProDesk 600 G1 SFF	MXL42211H0
HP ProDesk 600 G1 SFF	2UA4160TJ9
HP ProDesk 600 G1 SFF	MXL42211H4
HP ProDesk 600 G1 SFF	MXL42211HM
HP ProDesk 600 G1 SFF	2UA4160TGQ
HP ProDesk 600 G1 SFF	2UA4160TLR
HP ProDesk 600 G1 SFF	2UA4160TJ6
HP ProDesk 600 G1 SFF	MXL42211JZ
HP ProDesk 600 G1 SFF	MXL42211JK
HP ProDesk 600 G1 SFF	2UA4160TK4
HP ProDesk 600 G1 SFF	MXL42211GZ
HP ProDesk 600 G1 SFF	2UA4160TGP
HP ProDesk 600 G1 SFF	2UA4160TK6
HP ProDesk 600 G1 SFF	2UA4160TPH
HP ProDesk 600 G1 SFF	MXL42211L8
HP ProDesk 600 G1 SFF	MXL42211JW

2UA4160TMK
MXL42211JV
MXL42211G7
MXL42211GC
2UA4160TKG
2UA4160TPN
MXL42211GW
2UA4160TQG
MXL42211GY
2UA4160TJ8
MXL42211KK
29R7077
PU22H9CZ307177B
7737705652-0A
ETL510857873303C6E422C
905TPSL14438
3CQ0471JVY
6CM419271M
6CM41926BB
6CM41927QL
6CM41926BH
6CM41927QB
6CM41926BG
6CM4192689
6CM41927H3
6CM4192691
6CM4192686
6CM4192692
6CM41925SN
6CM41926G5
6CM41925SK
6CM41926G3
6CM41925SP

HP LV911 Monitor	6CM4192685
HP LV911 Monitor	6CM41926G4
HP LV911 Monitor	6CM419271R
HP LV911 Monitor	6CM41926BJ
HP LV911 Monitor	6CM419271Q
HP LV911 Monitor	6CM419271K
HP LV911 Monitor	6CM419276M
HP LV911 Monitor	6CM41925J1
HP LV911 Monitor	6CM41927GZ
HP LV911 Monitor	6CM41926BD
HP LV911 Monitor	6CM41925SL
HP LV911 Monitor	6CM419271N
HP LV911 Monitor	6CM41926BK
HP LV911 Monitor	6CM4192688
Classroom Performance System	N/A
Creative SBS230 Speakers	SW00143101000174
Asus Eee PC 1001PX	A4OAAS133235
Asus Eee PC 1001PX	A4OAAS134118

2UA4160TPJ
2UA4160TGT
2UA4160TM7
2UA4160TP8
2UA4160TQD
2UA4160TPK
2UA4160TPR
MXL4251P2V
2UA4160TP4

HP ProDesk 600 G1 SFF	MXL4251P2Q
HP ProDesk 600 G1 SFF	2UA4160TML
HP ProDesk 600 G1 SFF	MXL4251P3P
HP ProDesk 600 G1 SFF	2UA4160TQ8
HP ProDesk 600 G1 SFF	2UA4160THZ
HP ProDesk 600 G1 SFF	MXL4251P5Q
HP ProDesk 600 G1 SFF	MXL4251P2L
HP ProDesk 600 G1 SFF	2UA4160TPQ
Gateway E-2610N	4604418
Lenovo ThinkCentre Edge	1S1578G2UR8HH2A1
HP ProBook 440 G2	BCAJF100CFDAZ0ANDW
HP LV1911 Monitor	6CM419268W
HP LV1911 Monitor	6CM41925JB
HP LV1911 Monitor	6CM3302T7K
HP LV1911 Monitor	6CM41925JF
HP LV1911 Monitor	6CM41925JD
HP LV1911 Monitor	6CM419268R
HP LV1911 Monitor	6CM419269F
HP LV1911 Monitor	6CM41925HZ
HP LV1911 Monitor	6CM419269H
HP LV1911 Monitor	6CM419268T
HP LV1911 Monitor	6CM419269M
HP LV1911 Monitor	6CM419264Z
HP LV1911 Monitor	6CM419269R
HP LV1911 Monitor	6CM4192698
HP LV1911 Monitor	6CM419269Q
HP LV1911 Monitor	6CM419269P
HP V193 Monitor	3CQ4320SM1
Gateway FPD1775W Monitor	MGM7C 70P 01907
Gateway FPD1775W Monitor	MGM7C 70P 01850
Gateway FPD1775W Monitor	MGM7C 70P 02332
Gateway FPD1775W Monitor	MGM7C 70P 03277
Gateway FPD1775W Monitor	MGM7C 70P 03292
Gateway FPD1775W Monitor	MGM7C 70P 01846
Gateway FPD1775W Monitor	MGM7C 70P 02336

Gateway FPD1775W Monitor	MGM7C 70P 03269
Gateway FPD1775W Monitor	MGM7C 70P 09365
Gateway FPD1775W Monitor	MGM7C 70P 08574
NEC AccuSync LCD5V Monitor	34109467GA
Asus VH192D Monitor	B7LMIB033252
LG W1936S Monitor	905TPFX13635
elo Monitor	F08L047477
HP LaserJet P1006	VNB3B51874
HP LaserJet P1006	VNB3B51868
HP CP 3505n	CNBC83L0MD
HP CP 3505n	CNBC83L0RZ
Epson PowerLite 97H Projector	VTFK5500798
Epson PowerLite 83+ Projector	KM3F82F613L
Epson PowerLite 83+ Projector	KM3F951395L
Epson PowerLite 83+ Projector	KM3F951825L
Epson PowerLite 83+ Projector	KM3F847607L
Epson PowerLite 83+ Projector	KM3F847591L
Epson PowerLite 83+ Projector	KM3F825979L
Epson PowerLite 83+ Projector	KM3F943021L
Optoma TX542 Projector	Q8FJ931AAAAAC0316
Epson PowerLite S4 Projector	J3VG653710F
Hitachi CP-X3030WN Projector	F3HU03397
InFocus X2	AMMC50303144
iPad	DN6GFYG4DFJ1
Samsung Chromebook	HY3A91TD533130N
AverMedia CP155	51088 10050P
AverMedia CP155	57706 11040P
AverMedia CP150	57847 08040P
AverMedia CP150	57825 08040P
AverMedia CP150	57880 08040P
AverMedia CP150	55004 08060P

AverMedia CP150	66480 8030
HP Elitebook 840	CNU346C6T5
HP 2013 UltraSlim Docking Station	5CG522ZW5B

HP 2013 UltraSlim Docking Station	CNU344ZYPP
HP Elitebook 840	CNU346C6BV
Logitech Z323 Speaker	880-000133
LabTech Pluse 485 Speakers	S-0127A
Meru router	0312AP320000CE60BA5A1
Dterm IP Mercury Communications Phone	28200341H1H-G
Dymo LabelWriter Model #93176	931762221410

HP ProBook 430 G2	CND5387JDY
HP ProBook 430 G2	CND5387JKM
HP ProBook 430 G2	CND5387JM1
HP ProBook 430 G2	CND5387JJN
HP ProBook 430 G2	CND5387JGH
HP ProBook 430 G2	CND5387JGT
HP ProBook 430 G2	CND5387JK6
HP ProBook 450 G1	8CG4301ZLL
HP ProBook 450 G1	8CG4301ZL1
HP ProBook 450 G1	8CG4301ZQM
HP ProBook 450 G1	8CG4301ZLF
HP ProBook 450 G1	8CG4301ZL9
HP ProBook 450 G1	8CG4301ZMR
HP ProBook 450 G1	8CG4301ZJZ
HP ProBook 450 G1	8CG4301ZWS
HP ProBook 450 G1	8CG4301ZL6
HP ProBook 450 G2	CND445DM4S
HP LV1911 Monitor	6CM4252NBF
HP LV1911 Monitor	6CM4252MMC
HP LV1911 Monitor	6CM4252NBB
HP LV1911 Monitor	6CM4252N9R
HP LV1911 Monitor	6CM4252NBC
HP LV1911 Monitor	6CM4252NB9
HP LV1911 Monitor	6CM4252MMV
HP LV1911 Monitor	6CM4252MMX
HP LV1911 Monitor	6CM419278P
HP LV1911 Monitor	6CM4252NBD

HP LV1911 Monitor	6CM4252NB2
HP LV1911 Monitor	6CM41927GC
HP LV1911 Monitor	6CM4252NB3
Asus Eee PC 1011CX	C3OAAS404566
Asus Eee PC 1011CX	C3OAAS403414
Asus Eee PC 1011CX	C3OAAS404244
HP ProDesk 600 G1 SFF	MXL42325RK
HP ProDesk 600 G1 SFF	MXL42325T0
HP ProDesk 600 G1 SFF	MXL429207V
HP ProDesk 600 G1 SFF	MXL429207Q
HP ProDesk 600 G1 SFF	MXL429207N
HP ProDesk 600 G1 SFF	MXL429208K
HP ProDesk 600 G1 SFF	MXL429208J
HP ProDesk 600 G1 SFF	MXL429208T
HP ProDesk 600 G1 SFF	MXL429207X
HP ProDesk 600 G1 SFF	MXL44505VS
HP ProDesk 600 G1 SFF	MXL429207P
HP ProDesk 600 G1 SFF	MXL429208H
HP ProDesk 600 G1 SFF	MXL429207W
HP LaserJet P2055dn	CNB9N58853
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HP ProDesk 600 G1 SFF	MXL42325T2
HP ProDesk 600 G1 SFF	MXL42325R8
HP ProDesk 600 G1 SFF	MXL42325XF
HP ProDesk 600 G1 SFF	MXL4251P2X
HP ProDesk 600 G1 SFF	MXL42325WS
HP ProDesk 600 G1 SFF	MXL42325VS
HP ProDesk 600 G1 SFF	MXL42325W1
HP ProDesk 600 G1 SFF	MXL42325VQ
HP ProDesk 600 G1 SFF	C8T89AV
HP ProDesk 600 G1 SFF	MXL42325XG
HP ProDesk 600 G1 SFF	MXL42325RR
HP ProDesk 600 G1 SFF	MXL42325V4
HP ProDesk 600 G1 SFF	MXL42325VL
HP ProDesk 600 G1 SFF	MXL42325XC

HP ProDesk 600 G1 SFF	MXL429208W
HP ProDesk 600 G1 SFF	MXL42325WN
HP ProDesk 600 G1 SFF	MXL42325VZ
HP ProDesk 600 G1 SFF	MXL42325WJ
HP ProDesk 600 G1 SFF	MXL42325SB
HP ProDesk 600 G1 SFF	MXL42325W7
HP ProDesk 600 G1 SFF	MXL42325SK
HP ProDesk 600 G1 SFF	MXL42325S1
HP ProDesk 600 G1 SFF	MXL42325WP
HP ProDesk 600 G1 SFF	MXL42325RH
HP ProDesk 600 G1 SFF	MXL42325WF
HP ProDesk 600 G1 SFF	MXL42325XH
HP ProDesk 600 G1 SFF	MXL42325T7
HP ProDesk 600 G1 SFF	MXL42325TC
ASUS laptop K73E	BBN0AS623089479
EPSON projector PowerLite S4	J3VG653705F
EPSON projector PowerLite S4	J3VF741426L
EPSON projector PowerLite S4	J3VG655036F
Brothers DCP-8080 DN Printer/Scanner	U62269H9J177861
Apple IPad 2	DLXG12N0DFHW
Apple IPad 2	F5XKF7HUDFHW
Apple IPad 2	F5XKF82QDFHW
Apple IPad 2	F5XKF866DFHW
Apple IPad 2	F5XKF75DDFHW
Apple IPad 2	F5XKF737DFHW
Apple IPad 2	F5XKF7HXDFHW
Apple IPad 2	F5XKF7NNDFHW
Apple IPad 2	F5XKF71WDFHW
Apple IPad 2	F5XKF79GDFHW
Apple IPad 2	F5XKF70XDFHW
Apple IPad 2	F5XKF7YPDFHW
Apple IPad 2	5XKF71TDFHW
Apple IPad 2	F5XKF714DFHW
Apple IPad 2	F5XKF796DFHW
Apple IPad 2	F5XKF7LNDFHW

Apple IPad 2	F5XKF76QDFHW
Apple IPad 2	F5XKF7H1DFHW
Apple IPad 2	DN6H74AVDFJ2
Apple IPad 2	F5XKF7J1DFHW
Apple IPad 2	F5XKF79TDFHW
Apple IPad 2	F5XKF7FXDFHW
Apple IPad 2	F5XKF74HDFHW
Apple IPad 2	F5XKF73UDFHW
Apple IPad 2	F5XKF7H4DFHW
HP Ultrabook	CNU346C69C

Vizio TV D60 D3

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