MEETING Town of Little Elm 100 W Eldorado Parkway Little Elm, Texas 75068-5060

214-975-0404 http://www.littleelmtx.us

WORKSHOP AND REGULAR TOWN COUNCIL

Tuesday, January 3, 2012 - 6:30 PM Town Council Chambers 100 West Eldorado Parkway Little Elm, TX 75068

- 1. Call to Order Council Work Shop at 6:30 p.m.
 - A. Items to be withdrawn from Consent Agenda.
 - B. Emergency Items if posted.
 - C. Request by the Town Council for items to be placed on the next regular council agenda for discussion, and recognition of excused absences.
 - D. Presentation of monthly updates from department heads concerning law enforcement activities, municipal court, customer service, emergency medical services, fire department response, fire prevention activities, emergency management, ongoing economic development projects, building permits, code enforcement activities, library activities, human resources updates, information technology report, revenue and expenditure report, street construction status, sanitation services, highway construction status, utility operations, parks and recreation activities, as well as facility and fleet updates
 - E. Council to highlight items on the agenda needing further discussion or comments prior to the regular session.
- 2. (6:50 p.m.) Presentations and Announcements:
- 3. Roll Call/Call to Order Regular Town Council Meeting at 7:00 p.m.
- 4. Opening Prayer: Richard Stevens-Living Word Baptist Church.
- 5. Pledge to the Flags:
 - A. United States Flag

B. Texas Flag:

Honor the Texas Flag I pledge allegiance to thee Texas, one state under God, one and indivisible.

- 6. Public Comments: Persons may address the Town Council on any issue. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. Please observe the time limit of three (3) minutes. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.072, Texas Government Code.
- 7. Consent Agenda: All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately:
 - A. Minutes of the December 13, 2011 Special Meeting and Work Shop. 5
 - B. Minutes of the December 6, 2011 Work Shop and Regular Meeting.
 - C. Minutes of the December 20, 2011 Special Council Meeting.
- 8. Reports and requests for Town Council consideration and appropriate action:
 - A. Discussion and Action on the formal appointment of Caprice Garcia as
 Teen Court Judge. (Town Manager)
 Oath: Judge DePiazza to issue oath of office to Judge Garcia.
 - B. Discussion and Action on request from the Republican Party to use the Town Hall exclusively for the March 6th Primary Election and Precinct Convention and if needed for Run-off on May 22, 2012. (Town Secretary)

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- C. Discussion and Action to re-appoint Frank Kastner to Place 2 and Jack Gregg to Place 6 for a term through December 31, 2013 on the TIRZ #1, TIRZ #2 and LERA Boards. To appoint Brandon Gerard (or other designee) to Place 4 TIRZ #1, and TIRZ #2 Boards for a term through December 31, 2013. To appoint Curtis Cornelious (or other designee) to Place 4 on the LERA Board for a term through December 31, 2013. (Council)
- D. Discussion and Action to confirm Mayor's nomination of David Coleman as Chairman of the TIRZ #1 Board, Jack Gregg as Chairman of the TIRZ #2 Board, and Dan Jaworski as Chairman of the LERA Board for terms through December 31, 2012. (Council)
- E. Discussion and Action to authorize the Town Manager to enter into an annual contract with Nortex Concrete Leveling and Stabilization through an interlocal purchasing agreement with the City of Grand Prairie for an

	Director)	
F.	Discussion and Action to approve a Design Task Order for Riney Road Water Line Relocation between the Town of Little Elm and TRC Engineers, Inc. for the amount of \$54,743.00 and authorize the Town Manager to execute a contract for the same. (Director of Development Services)	45
G.	Discussion and Action to approve a Design Task Order for the Hilltown Subdivision Engineering Study between the Town of Little Elm and TRC Engineers, Inc. for the amount of \$15,000.00 and authorize the Town Manager to execute a contract for the same. (Director of Development Services)	52
H.	Discussion and Action to approve a Ground and Tower Lease with New Cingular Wireless PSC, LLC for the placement of antennas on the Walker Lane Elevated Water Storage Tank Site and authorize the proceeds to be dedicated to the Landscape Fund. (Director of Development Services)	57
I.	Discussion and Action to approve Change Order #1 to the Guaranteed Maximum Price Amendment #2 to the Construction Manager at Risk Agreement for the Recreation Center and Senior Center between the Town of Little Elm and Adolfson & Peterson and authorize the Town Manager to execute for the same. (Director of Development Services)	85
J.	Discussion and Action to adopt Ordinance No. 1092 an Ordinance of the Town of Little Elm, Texas, amending the Code of Ordinances of the Town, by amending Chapter 90 (Streets, Roads, and other Public Property), by repealing the existing Article IV (Street Excavation), in whole, and replacing it with a new Article IV (Right-of-Way Management) to update and revise the Town's Regulation, Permitting, Review, Operation, and General Use Of Public Rights-Of-Way; providing a savings clause; providing a penalty; providing a severability clause; providing a repealer clause; and providing an effective date. (Director of Development Services)	88
K.	Discussion and Action to adopt Ordinance No. 1094 an Ordinance of the Town Council of the Town of Little Elm, Texas, determining Rules of Procedures for Public Hearings and Presentations and Announcements: providing for a severability clause; and providing for an immediate effective date. (Town Manager)	105
FY	I: (All matters are provided to the Town Council for informational purposes only)	
A.	Town Secretary Monthly Report for November 2011.	110

amount not to exceed \$125,000.00 for 2012 street repairs. (Public Works

B. Development Services Monthly Report for November 2011.

9.

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- 10. The Town Council will hold a Closed (executive) session meeting pursuant to Chapter 551, Texas Government Code, Vernon's Texas Code Annotated, in accordance with the authority contained in:
 - A. Section 551.074: Personnel Matters, discussion regarding Town Manager vacancy.
- 11. Reconvene into Open Session: Discussion and consideration to take any action necessary as the result of the closed (executive) session.
 - A. Section 551.074: Personnel Matters, regarding Town Manager vacancy.
- 12. Adjourn Work Shop and Regular Meeting.

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

Persons with disabilities who plan to attend this meeting and who may need auxiliary aide of service such as interpreters for the hearing impaired, reader or large print are requested to contact the secretary at 214-975-0404 two days prior to the meeting so appropriate arrangements can be made. **BRAILLE IS NOT PROVIDED**.

Respectfully,

Town Secretary

This is to certify that the above notice was posted on the bulletin board at the Town Hall Center this 29th day of December 2011.

MINUTES Town of Little Elm 214-975-0404

http://www.littleelmtx.us

SPECIAL MEETING AND WORKSHOP

Tuesday December 13, 2011

Present: Curtis Cornelious Mayor Pro-tem, Council members Richard Stevens, Stephanie Shoemaker, Hal Grant, Brandon Gerard, and Bill Roebken. **Absent**: Charles Platt Mayor. **Staff**: Ivan Langford, Doug Peach, Kathy Phillips, Jason Laumer, Dusty McAfee, Kevin Mattingly, Alan Dickerson, Tony Chrisman, and Joe Florentino.

- 1. Called to Order Special Meeting and Workshop at 6:30 p.m.
 - a. Upon motion by Council member Roebken and second by Council member Grant the members <u>voted 6-0</u> to adopt Ordinance No. 1091 an Ordinance of the Town of Little Elm, Texas, repealing Ordinance 1082 in its entirety, by revising and replacing the Development Services Comprehensive Fee Schedule; and amending the Code of Ordinances of the Town, by Amending Chapter 22 (Buildings and Building Regulations), in part, by revising the fee and process of the Rental Registration Program; providing a savings clause; providing a severability clause; providing a repealer clause; and providing an effective date.
 - b. Presentation: on King Road Bridge (Twin Bridges) by Halff Associates, Inc.: Director of Development Services Jason Laumer stated that the Town Council approved a Task Order for Feasibility Study of the Twin Bridge & King Road extension with Halff and Associates Inc. this study was for a 7,400 linear foot section of King Road from Rose Lane across Lewisville Lake along the old Twin Bridges route to connect to Eldorado Parkway at Crestlake Drive. This includes a bridge that is approximately 2,600 linear feet along across the lake. This route is currently shown on the Town's thoroughfare map. The study will include information gathering base files, conceptual design plans, color display boards, 3D visualization video, and a cost estimate. The consultant will work with the USACE to determine any special requirements that may be needed for this potential project. This study is important to be used to present to the Town's regional partners such as Denton County, TXDOT, Regional Transportation Council (RTC), NTTA, or possible stimulus dollars. Funding for this study was available within the King Road West-Street Capital Improvements Project. Staff will provide study to Town of Hackberry and work to preserve the right of way while funding sources are sought. Lenny Hughes will Halff gave a power point presentation on the bridge study. Total cost for proposed project 29.7 million.

- c. Discussion-Task Order with TRC Engineers, Inc. for Hilltown Subdivision Engineering Study: Director of Development Services Jason Laumer informed Council that Town Staff has negotiated a Task Order for design of the Hilltown Subdivision Engineering Study with TRC Engineers, Inc. The Town has a Master Agreement with TRC to furnish consulting services for the Town of Little Elm. The need for the more information on the Hilltown area just outside the Town's limits is necessary to be able to fully understand what the costs would be to provide water, sanitary sewer, drainage, and paving improvements to the area if the Town ever decided to improve that area. Not only the costs, but the possible phasing of any improvements in regards to drainage areas and connections back to the lake and the Town's water and sewer system. The study will provide: (1) provide a preliminary engineering report outlining recommendations of the infrastructure improvements needed for the Hilltown Subdivision. Exhibits attached for project limits. (2) TRC will review the existing layout and topography of the subdivision to estimate sizes, locations, and costs of concrete payment with curb and gutter, storm sewer (calculated for both 25 year and 100 year storm event), water lines, and sanitary sewer pipe, including lift stations (if necessary). (3) TRC will review the existing layout of the subdivision, along with the proposed and estimated costs of improvements to provide recommendations on phasing of construction. Funding is available within the design account of the Smotherman Road project due to the reimbursement for the design costs on the project from Frisco ISD. Council authorized Roadway Impact Fee's for that design in a previous agenda and the reimbursement funds could be used to pay for the study. Council member Stevens informed the Council that he had met with Myra Crownover and Michael Burgess regarding support and available funding. Both were willing to take part in a joint meeting with the Town, Oak Point, and Denton County. There are many health and safety issues in this area. Federal Funds could be spent on this; as it is private property and would be a huge part to make the improvements happen.
- d. Discussion-Right-of-Way Ordinance Update: **Director of Development Services**Jason Laumer informed Council that it has been a very long time (1998) since the Town's current right of way ordinance was last updated. Staff wanted to reorganize the ordinance to make it easier to read and understand, and bring it up to our current requirements and procedures in regards to construction methods and permits.
- e. Discussion-Capital Improvements Building Plaque Policy: **Director of Development Services Jason Laumer** stated the Town Staff is looking for direction on what Council would like the plaques on the wall of buildings to include. Staff is looking at several designs for plaques, but is unsure of whom to put on the plaque. It is very typical to put the current Council members, Town Manager, Architect, and Contractor. Other options include the former Council members, Department Head of the department in the building, CIP Manager, Town Engineer, special thanks to 2009-2014 Bond Committee, etc. After discussion placement on current council members, departments head, architect, and contractor was consensus, others as appropriate. Also placement of CDC members on the Community/Recreation Center as they provided funding. Tony Chrisman stated most of the plaques already acquired are

- 24X24 and cost \$2,400 to \$3,600. Tony presented council with a handout out of the proposed rendition of bronze plaque for the Brenda Button Mills Senior Center.
- f. Discussion-Policy and Procedures for Presentations and Announcements and Public Hearing speakers. Town Manager Ivan Langford informed the Council that the current policy and procedures for the two items were never officially adopted by the Town. Staff is looking for the direction of the Council if the currents procedures used are acceptable and if so, will place on a future agenda for council consideration. Council consensus was to instruct Town Attorney to draft ordinance to adopt the existing procedures.
- 2. Adjourned Special Meeting and Workshop at 7:12 p.m.

Respectfully: alting fillelia Town Secretary		
DASSED AND ADDROVED this	day of	2011

MINUTES Town of Little Elm 100 W Eldorado Parkway http://www.littleelm.org

WORKSHOP AND REGULAR TOWN COUNCIL MEETING Tuesday December 6, 2011

Present: Charles Platt Mayor, Curtis Cornelious Mayor Pro-tem, Council members Richard Stevens, Stephanie Shoemaker, Hal Grant, Brandon Gerard, and Bill Roebken. **Staff**: Robert Brown, Ivan Langford, Doug Peach, Kathy Phillips, Alan Dickerson, Jason Laumer, Dusty McAfee, Kevin Mattingly, Dee Dee Hale, Tony Chrisman, Waylan Rhodes, Leslie Smith, and Joe Florentino.

1. Call to Order Council Work Shop at 6:30 p.m.

- a. Items to be withdrawn from Consent Agenda. None
- b. Emergency Items if posted. None
- c. Request by the Town Council for items to be placed on the next regular council agenda for discussion, and recognition of excused absences. **None**
- d. Presentation of the Reimagine Beverage Container Recycling Kiosk located in the Little Elm Kroger Marketplace. Reed Tibbets General Manager presented a handout to the Council regarding the program. The grand opening for the container will be Wednesday December 7th at 9:00 a.m. This program is the result of a partnership between Envipco and Coca Cola Recycling LLC. Envipco is a leader in reverse vending technology and has operations worldwide. Coca Cola Recycling is a subsidiary of Coca Cola Refreshments and supports the beverage container recycling efforts throughout North America.
- e. Presentation of monthly updates from department heads: Police Chief-Waylan Rhodes reported that 2 weeks ago the night shift officers arrested 2 local teens and charged them with 5 burglaries of motor vehicles (Sunset Pointe and Eldorado East). A sexual assault report from high school student was taken, after investigation; revealed victim was lying. Possible charging pending. Last week the department sent out an Amber Alert and due to a lot of agencies responding and getting information out the abductor and child were found safe in Denton Area. Parks Director Tony Chrisman informed Council that for the first time Holidaze was cancelled due to bad weather; just too many safety concerns. The Friends of the Library where busy planning their annual Trivia Night. (Ivan asked the Council to think about changing the meeting date for the council meeting as Trivia would be on the same night). The seniors visited the Arlington Music Hall in November and held their annual Craft Fair with 21 venders participating. That Staff and Senior representatives had held their final meeting regarding the type of furniture, fabric, etc. for new Senior Center. November boat ramp revenue was \$450.00. In youth sports there are 412 children participating in the basketball program. This was due to the volunteers creating excitement in the

Community with clinics, celebrities coming out and other activities. The volunteers did a great job. Public Works Director Kevin Mattingly reported that since Stage 3 water restrictions went in effect November 1st water consumption was down 22%. The department has sanding and salting trucks ready in case of inclement weather. The Courtesy Drop Site will be closed beginning in January for approximately 5 months due to construction in area.

f. Council to highlight items on the agenda needing further discussion or comments prior to the regular session. Council member Grant stated he had an item on regular session agenda regarding the cancelling of the December 20th meeting due to Holiday. Or could change the Workshop on 13th to a regular meeting.

2. Presentations & Recognitions at 6:50 p.m.

- a. CoServ representative Craig Chambers presented a check for \$7,540 to EDC Director Jennette Killingworth and EDC President Jason Olsen for the updating of the EDC web site.
- b. Mayor Platt presented certificates of recognition for years of service to the Town to Fire Chief Joe Florentino for 6 years, Human Resource Dee Dee Hale for 14 years and Town Secretary Kathy Phillips for 24 years of service.
- 3. Roll Call/Call to Order Regular Town Council Meeting at 7:00 p.m.
- 4. **Opening Prayer:** Hugene Purdy –Trinity Resources Coaching Ministry.

5. Pledge to the Flags

- a. United States Flag
- b. Texas Flag
- 6. **Presentation and Announcements**: Michelle French 11699 Mitchell Circle Ponder, Texas formally introduced herself to the council as a candidate for the Denton County Tax Assessor/Collector position.
- 7. Upon motion by Council member Cornelious and second by Council member Shoemaker the members **voted 7-0** to approve the Consent Agenda as presented:
 - a. **Minutes** of the November 15, 2011 Work Shop and Regular Meeting.
 - b. **Final Plat-** Lakeshore Drive Addition from Landmark Surveyors, LLC, generally located along Lakeshore Drive north of Main Street.
 - c. **Final Plat-** McCord Park Addition from Kimley-Horn and Associates, generally located at the western intersection of FM 423 and Cottonwood Creek.
 - d. **Task Order** for Construction Material Testing on the WWTP Interceptor/Lift Station #4 and #6 Improvements between the Town of Little Elm and Kleinfelder Central, Inc. for the estimated amount of \$62,660.00 and authorize the Town Manager to execute a contract for the same.

- e. **Interlocal Cooperative Agreement** for Fire Protection Services between the Town and Denton County.
- f. **Interlocal Cooperative Agreement** for Ambulance Services between the Town and Denton County.
- g. **Final Payment** to Quality Excavation, Ltd. of Aubrey, Texas to close out the Town's Public Safety Site Work, Animal Shelter Site Work, Recreation Center and Senior Center Site Work, Lakeside Lane, and F.M. 423 Water and Sewer, and authorize the Town Manager to execute the same.
- h. **Final Payment** of \$90,744.48 to Quality Excavation, Ltd. of Aubrey, Texas close of the Town's Eldorado Parkway Wastewater Improvements-East Side Project, and authorize the Town Manager to execute the same.
- i. **Purchase** of one (1) 2011 New Holland AG Tractor 40 HP with front end loader and brush mower from Landmark Equipment McKinney, Texas in the amount of \$24,050.00.

8. Reports and requests for Town Council consideration and appropriate action:

- a. Upon motion by Council member Gerard and second by Council member Shoemaker the members <u>voted 7-0</u> to approve the Community Development Corporation Budget for the Fiscal Year 2011-2012.
- b. Upon motion by Council member Cornelious and second by Council member Stevens the members <u>voted 7-0</u> to approve Conceptual Site Plan (King Road 7-11 Expansion).
- c. Upon motion by Council member Roebken and second by Council member Shoemaker the members <u>voted 7-0</u> to approve the 2012 Annual Market Adjustment for Commercial and Residential Solid Waste and Recycling Service Contract with Community Waste Disposal to become effective January 1, 2012.

Council member Gerard left at 8:30 p.m.

- d. Upon motion by Council member Roebken and second by Council member Shoemaker the members <u>voted 6-0</u> to adopt Ordinance No. 1089 an Ordinance of the Town of Little Elm, Texas, providing for Refuse Rates; providing for a repealing clause; providing for a severability clause; and providing for an effective date.
- e. <u>Public Hearing and Action</u> providing for the adoption of Ordinance No. 1090 providing for the Taxation of Goods in Transit as defined by Tax Code, Section 11.253.
 - a. Opened Public Hearing at 8:27 p.m.
 - b. Staff Report. Finance Director Alan Dickerson informed the Council that the Town must conduct a public hearing prior to the adoption of an Ordinance to tax the property (goods-in-transit). The Public Hearing and vote on the

Ordinance may take place at the same meeting. According to the Denton County Appraisal District the "goods-in-transit" potential loss of value if \$482,896 or \$3,190 in tax revenue; no taxpayers in the Town of Little Elm have applied for an exemption for "Goods-in-Transit".

- c. Public Comment. None
- d. Closed Public Hearing at 8:29 p.m.
- e. Upon motion by Council member Stevens and second by Council member Shoemaker the members <u>voted 6-0</u> to adopt Ordinance No. 1090 an Ordinance of the Town of Little Elm, Texas to Tax Tangible Personal Property in Transit which would otherwise be exempt pursuant to Texas Tax Code, Section 11.253.
- f. Upon motion by Council member Roebken and second by Council member Grant the members <u>voted 6-0</u> to award Construction Contract for WWTP Interceptor /Lift Station #4 & #6 Improvements in the amount of \$3,243,588.00 to Quality Excavation, Lt. of Aubrey, Texas and authorize the Town Manager to execute a contract for the same.
- g. Upon motion by Council member Cornelious and second by Council member Shoemaker the members <u>voted 6-0</u> to approve Design Agreement for Consulting Services for street lighting design on Walker Lane between the Town of Little Elm and Engineering Associates for the amount of \$18,000.00 and authorize the Town Manager to execute a contract for the same.
- h. Upon motion by Council member Cornelious and second by Council member Shoemaker the members <u>voted 6-0</u> to approve Agreement for Consulting Services for streetscape on Walker Lane between the Town of Little Elm and Halff, Inc. for the amount of \$60,500.00 and authorize the Town Manager to execute a contract for the same.
- i. Upon motion by Council member Grant and second by Council member Cornelious the members <u>voted 6-0</u> to adopt Ordinance No. 1086 an Ordinance of the Town of Little Elm, Texas, creating a construction work zone for traffic and temporarily reducing the rate of speed therein, on F.M. 720 between Eldorado Parkway and Little Elm Parkway in the town limits of the Town of Little Elm defining the speed limit, requiring the placement of signs; declaring what may be a sufficient complaint in prosecutions hereunder and fixing a penalty therefor; with a saving clause and effective date.
- j. Regarding reducing the \$100.00 rental property registration fee: After council discussion this item will be placed on December 13th agenda for a Special Meeting to receive report on calculated fees to cover cost and to consider adopting an Ordinance reducing the fees

- k. Upon motion by Council member Grant and second by Council member Roebken the members <u>voted 6-0</u> to cancel the December 20th Regular Council Meeting due to the holiday.
- 9. The Town Council held a Closed (executive) session meeting <u>at approximately 7:24</u>
 <u>p.m. and 8:34 p.m.</u> pursuant to Chapter 551, Texas Government Code, Vernon's Texas
 Code Annotated, in accordance with the authority contained in:

Section 551.071: Consultation with Town Attorney to receive legal advice concerning legal matters and contemplated litigations.

Section 551.074: Personnel Matters, to deliberate the evaluation and duties of the Police Chief.

Section 551.074 Discussion and deliberation regarding the interviewing and appointment of applicants(s) for the Little Elm Economic Development Corporation Board of Directors, Planning and Zoning Commission and Board of Adjustment.

10. Reconvened into Open Session at approximately 8:26 p.m. and 8:55 p.m. Discussion and consideration to take any action necessary as the result of the closed (executive) session.

Section 551.071 Consultation with Town Attorney to receive legal advice concerning legal matters and contemplated litigations. **NO ACTION TAKEN**

Section 551.074: Personnel Matters, to deliberate the evaluation and duties of the Police Chief. **NO ACTION TAKEN**

Section 551.074 Discussion and action regarding appointments to the Little Elm Economic Development Corporation Board of Directors, Planning and Zoning Commission and Board of Adjustment.

Upon motion by Council member and Roebken and second by Council member Grant the members <u>voted 7-0</u> to appoint Marc Matney to the Economic Development Corporation Board of Directors.

Upon motion by Council member Cornelious and second by Council member Grant the members <u>voted 7-0</u> to appoint Ryan Pierson, Nathan Christensen and Richie Rockwell as Alternates to the Planning and Zoning Commission.

Upon motion by Council member Gerard and second by Council member Grant the members <u>voted 7-0</u> to appoint Yvonne Allen-Esakoff and Chris Morris as Alternates to the Board of Adjustments.

11. Adjourned Work Shop and Regular Meeting at 9:00 p.m.

Respectfully,	ţ
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Town Secretary	

Passed and Approved this _____day of _____2011.

MINUTES Town of Little Elm 214-975-0404

http://www.littleelm.org

SPECIAL TOWN COUNCIL MEETING

Tuesday December 20, 2011

Present: Charles Platt Mayor, Curtis Cornelious Mayor Pro-tem, Council members Richard Stevens, Stephanie Shoemaker, Brandon Gerard, and Bill Roebken. **Staff:** Robert Brown, Ivan Langford, Doug Peach, Kathy Phillips, Jason Laumer, Dusty McAfee, Kevin Mattingly, Dee Dee Hale, Jennette Killingsworth, Alan Dickerson, Tony Chrisman, Waylan Rhodes, and Joe Florentino.

- 1. Roll Call/Call to Order Special Meeting at 6:00 p.m.
- 2. Upon motion by Council member Roebken and second by Council member Gerard the members **voted 6-0** to accept the Town Managers resignation and appoint Doug Peach to stand in his place until we are able to hire a full time new Town Manager.
- 3. The Town Council held an Closed (executive) session meeting at 6:01 p.m. pursuant to Chapter 551, Texas Government Code, Vernon's Texas Code Annotated, in accordance with the authority contained in:

Section 551.074: Personnel Matters, discussion regarding Town Manager vacancy.

4. Reconvened into Open Session at 6:42 p.m. Discussion and consideration to take any action necessary as the result of the closed (executive) session.

Section 551.074: Personnel Matters, regarding Town Manager vacancy. Upon motion by Council member Roebken and second by Council member Gerard the members <u>voted</u> 6-0 to accept the Town Managers resignation and appoint Doug Peach to stand in his place until we are able to hire a full time new Town Manager.

Passed and Approved this	day of	2011
Respectfully, Town Secretary		

AGENDA INFORMATION SHEET

AGENDA ITEM:

Consider and take action on the formal appointment of Caprice Garcia

as Teen Court Judge.

BACKGROUND:

Council adopted Ordinance 1085 amending Chapter 34, Municipal Courts on November 1, 2011. Section 34-151 prescribes the appointment of the Teen Court Judge be made upon a recommendation from our Municipal Court Judge. Judge Patricia Adams recommends the formal appointment of Caprice Garcia as the Teen Court Judge. Judge Garcia has been the

teen court judge since the inception of our teen court program.

COST:

There is no cost or impact on the budget; Judge Garcia serves in a

voluntary capacity.

RECOMMENDED

ACTION:

Juvenile Case Manager Hugene Purdy and I both concur with Judge

Adams recommendation.

TOWN CONTACT:

Ivan

ATTACHMENTS:

none.

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: January 3, 2012

PROJECT: Use of the Town Hall exclusively for the Republican Party as

a polling site for the March 2012 Primary Election.

DESCRIPTION: The primary election is March 6, 2012 the Denton County

Republican Party is requesting exclusive use of the Town Hall for their Primary Election and Precinct Convention. Also if needed,

for the Run-off Election on Tuesday May 22, 2012.

COST: N/A

FUNDING: N/A

SCHEDULE: For March 6, 2012 and possibly May 22, 2012.

RECOMMENDED Approval of request from the Denton County Republican Party

for exclusive use of the Town Hall for their Primary Election and Precinct Convention on March 6, 2012, and if needed Tuesday May 22, 2012 for possible Run-off Election. Contingent upon only

precincts 20300 and 203301 (old 115) and 20302, 20303, and 20304 (all part of the old 135) voting at the Town Hall.

ATTACHMENT: Email Request

Polling site contract

Precinct Map

TOWN CONTACT: Kathy Phillips, Town Secretary @ 214-975-0404

Kathy Phillips

From:

Deon Starnes <neon_deon@verizon.net>

Sent:

Wednesday, December 07, 2011 7:05 PM

To:

Edee Hansen

Subject:

polling site for Little Elm

Attachments:

Republican Party Polling Site Contract.doc; ATT00001.txt

Hey Edee,

Here is the information that we talked about today.

The primary is March 6th. We would need the site exclusively for the Republican Party from at least 6 a to when the polls are closed out and the precinct meetings are completed.

The precincts we will be putting at this site will be:

20300, 20301 (Old 115) 20302, 20303 and 20304 (all part of the old 135)

I am also attaching the contract for the Republican Primary Polling Sites

REPUBLICAN PARTY PRIMARY ELECTION POLLING SITE CONTRACT

Voting Precinct Nun	nber(s):		
Name of Building: _			
Street Address:		R	oom # or Name:
City:	Zip:	On Sit	e Ph:
	or the building or person		
Name:	Cell	After Hours P	h:
Address:	City: _		Zip:
To get the key or m	ake arrangements to op	en and close t	the building, the Election Judge
should contact:			
Name:	P1	none:	
			capped Accessible?
Is there a phone ava	ilable to election workers	s?Ph	none No:
Is food allowed?	Is there a designated	d area/where?	
Are there any restric	ctions or requests concer		g place?
Primary Election and I Election on Tuesday, M closed out and the prec- election with delivery so facilities are available.	Precinct Convention on Tues ay 22, 2012. The site will be inct meeting is concluded. V cheduled by Denton County	sday, March 6, 2 e available to the foting equipment Elections Admini accessible. Election	se of the location noted above for their 2012, and if needed, for the Run-Off DCRP from 6 a.m. until the polls are will be delivered the day prior to the istration. Electricity, water, and toilet oneering will be permitted outside the 3.031).
Rent, if any \$			
The Elections Division rent or custodial fee can	n of the Secretary of State do	etermines eligibil if it is open on Ele	ity and issues guidelines for rent. No ection Day.
Signature/Title of Party	responsible for renting buildi	ng/room:	
(Signature)	(Title)		(Date)
Sign and make a copy of	this agreement for your reco	rds. <u>Fax then ma</u>	il this form as soon as possible to:
Deon Starnes	1400 N. Corinth S Phone: (940) 326-9		Corinth, Texas 76208 Fax: (940) 497-0356

DEN Precinct 2NTY REDUR SMITH NTHER CREEK MCCORMICI 20303 Little Elm 20302 20301 ELDORADO LEBANON 20508 20505 Lake Lewisville 20506 20504 20507 29903 20502 20501 20400 Lewisville 20500 COLLEGE 35E 20112 FM 2281 20105 RAILROAD S 20110 20106 20107 20103 20201 20108 FRANKFORD VISTA RINGE MAL 20102 20202 20101 20200 20100 (190) Adopted 2012 Voter Precincts US Interstate ⇒Loops Major Rds **E**chnolog State Hwy State FM Streams 1 in = 2 miles September 14,2011 Adopted 2012 Voter Precincts Page 1 of 1

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: January 3, 2012

PROJECT:

Reappointment of members to the TRIZ #1, TIRZ#2 and LERA

Boards for two year terms.

DESCRIPTION:

(1) On December 31, 2011 the terms for Directors 2, 4, and 6 on the TIRZ #1, TIRZ#2 and LERA Board expired. All three (3) directors

have expressed a desire to be re-appointed.

(2) Confirm Mayor's nomination for a Chairman to preside over the

TIRZ #1, TIRZ #2 and LERA Boards.

COST:

N/A

FUNDING:

N/A

SCHEDULE:

Re-appointment January 3, 2012.

RECOMMENDED

ACTION:

(1) Re-appoint Frank Kastner to Place 2 and Jack Gregg to Place 6 for a term through December 31, 2013 on the TIRZ #1, TIRZ #2 and LERA Boards. To re-appoint Brandon Gerard (or other designee) to Place 4 TIRZ #1 and TIRZ #2 Boards for a term through December 31, 2013. To re-appoint Curtis Cornelious (or other designee) to Place 4 on the LERA Board for a term through December 31, 2013.

REGARDING APPOINTMENT OF COUNCIL MEMBERS GERARD AND CORNELIOUS TO THE RESPECTIVE BOARDS.

(The Boards and Commissions Membership Appointment Policy states that applicants may not duly serve on multiple boards as a member or ex-officio, but may duly serve in a temporary ad-hoc capacity. (Therefore the Council may want to consider appointment of other members to serve on the respective boards as Council member Gerard is a member on the Community Development Corporation and Council member Cornelious is a member on the Economic Development Corporation.

(2) Confirm Mayor's nomination of David Coleman as Chairman of the TIRZ #1 Board, Jack Gregg as Chairman of the TIRZ #2 Boards and Dan Jaworski as Chairman of the LERA Board for terms through December 31, 2012.

ATTACHMENT:

N/A

TOWN CONTACT:

Kathy Phillips, Town Secretary @ 214-975-0404

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: January 3, 2012

PROJECT:

Reappointment of members to the TRIZ #1, TIRZ#2 and LERA

Boards for two year terms.

DESCRIPTION:

(1) On December 31, 2011 the terms for Directors 2, 4, and 6 on the TIRZ #1, TIRZ#2 and LERA Board expired. All three (3) directors

have expressed a desire to be re-appointed.

(2) Confirm Mayor's nomination for a Chairman to preside over the

TIRZ #1, TIRZ #2 and LERA Boards.

COST:

N/A

FUNDING:

N/A

SCHEDULE:

Re-appointment January 3, 2012.

RECOMMENDED

ACTION:

(1) Re-appoint Frank Kastner to Place 2 and Jack Gregg to Place 6 for a term through December 31, 2013 on the TIRZ #1, TIRZ #2 and LERA Boards. To re-appoint Brandon Gerard (or other designee) to Place 4 TIRZ #1 and TIRZ #2 Boards for a term through December 31, 2013. To re-appoint Curtis Cornelious (or other designee) to Place 4 on the LERA Board for a term through December 31, 2013.

REGARDING APPOINTMENT OF COUNCIL MEMBERS GERARD AND CORNELIOUS TO THE RESPECTIVE BOARDS.

(The Boards and Commissions Membership Appointment Policy states that applicants may not duly serve on multiple boards as a member or ex-officio, but may duly serve in a temporary ad-hoc capacity. (Therefore the Council may want to consider appointment of other members to serve on the respective boards as Council member Gerard is a member on the Community Development Corporation and Council member Cornelious is a member on the Economic Development Corporation.

(2) Confirm Mayor's nomination of David Coleman as Chairman of the TIRZ #1 Board, Jack Gregg as Chairman of the TIRZ #2 Boards and Dan Jaworski as Chairman of the LERA Board for terms through December 31, 2012.

ATTACHMENT:

N/A

TOWN CONTACT:

Kathy Phillips, Town Secretary @ 214-975-0404

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE: January 3, 2012

PROJECT: FY 2012 Concrete Leveling and Stabilization Program

DESCRIPTION: The Public Works Department has used Nortex Concrete Lift

and Stabilization (Nortex) since entering into an Interlocal agreement with City of Grand Prairie on May 18, 2010. On November 28, 2011 the City of Grand Prairie approved a new contract with Nortex as part of a Request for Bid (RFB) #12001.

In 2010 and 2011 Nortex has completed the Town's concrete leveling and stabilization. This process has shown to be a very successful addition to our street maintenance measures helping

to reduce costs associated with concrete replacement.

Town Staff proposes to contract Nortex through an interlocal purchasing agreement with Grand Prairie, Texas. The Town would use the interlocal agreement to piggyback on RFB

#12001.

Funding for this contract is available in the Street Operation Budget and ½ Cent Street Maintenance Sales Tax fund. This year's per pound cost is \$3.31 which is less than previous years

per pound amount of \$3.41.

COST: \$3.31 per pound for an estimated 37,600 pounds not to exceed

\$125,000

FUNDING: Acct. Name & No Original Budget

 1/4 Cent Fund
 115-6706-50
 \$500,000

 Street Maint, Fund
 112-6706-50
 \$240,000

SCHEDULE: Program to begin following Town Council approval.

RECOMMENDED

ACTION: Authorize the Town Manager to enter into an annual

contract with Nortex Concrete Leveling and Stabilization through an interlocal purchasing agreement with the City of Grand Prairie for an amount not to exceed \$125,000 for

2012 street repairs.

TOWN CONTACT: Kevin C. Mattingly kmattingly@littleelm.org 972-377-5556

ATTACHMENTS: 1. RFB #12001

ID

1664

Department:

Purchasing for Streets

Vendor Name:

Nortex Concrete Lift & Stabilization

Project Name:

12001 Pavement Leveling - Nortex - initial contract

Work Order Number(s):

Account Number:

232010-01210101

Contract Amount:

Insurer A Name:

Insurer B Name:

American Home Assurance

\$266,935.00

Alterra Ins

Implementation Date:

11/2/2011

Termination Date:

11/1/2012

City Council Appr. Date:

RECEIVED

NOV 28 2011

CITY OF GRAND PRAIRIE

PURCHASING

11/1/2011

Insurer A Expiration:

11/9/2012

Insurer B Expiration:

12/7/2012

Insurer C Expiration:

Insurer D Expiration:

Insurer E Expiration:

Insurer D Name:

Insurer C Name:

Insurer E Name:

Return Executed Copy To: purchasing interoffice mail

Department Manager Signature

City Attorney Signature:

City Manager/Deputy City Manager Signature:

City Secretary Signature:

Cd

Date:

Date:

. //

Date:

Date:

11/22/2011

CONTRACT for SERVICES PRICE AGREEMENT CITY OF GRAND PRAIRIE

STATE OF TEXAS

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

THIS CONTRACT is made and entered into this date by and between the CITY OF GRAND PRAIRIE, a Texas municipal corporation (hereinafter referred to as the "CITY"), and NORTEX CONCRETE LIFT & STABILIZATION (hereinafter referred to as "VENDOR") and evidences the following:

I. PURPOSE

VENDOR shall provide pavement leveling services per bid award resulting from vendor's response to RFB #12001, submitted by David Simpson on October 3, 2011. The parties understand that quantity of services to be furnished to the City is an estimate, and that the City may order more or less, depending on the projects and the work of the City that requires the services. The price of the services shall remain constant throughout the term of contract. If the amount of the services ordered exceeds the estimate, it may be necessary to seek additional approval from the Council or City Manager's Office, as set out in Paragraph IV and VIII herein.

II. DESCRIPTION OF SERVICES

The services which VENDOR shall provide for the CITY shall include the following:

- A. VENDOR hereby covenants and agrees that VENDOR is to work closely with the CITY's Public Works Director or their designee, and/or other appropriate officials of the CITY, and that VENDOR is to perform any and all tasks required of VENDOR to fulfill the purposes of this Contract.
- B. VENDOR and the CITY covenant and agree that VENDOR shall perform all of the services and work contained in CITY specifications and VENDOR'S bid to the CITY (attached hereto as "Exhibit A"); said document being part of this Contract and incorporated in its entirety herein. The parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control.
- C. VENDOR expressly covenants and agrees to provide the CITY with such written reports or documentation of guaranties as may be required by the scope of the bid.

III. PERFORMANCE OF WORK

VENDOR or VENDOR'S associates and employees shall perform all the work called for in this Contract. VENDOR hereby covenants and agrees that all of VENDOR'S associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract, and the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.

IV. PAYMENT

The CITY shall pay to VENDOR a sum not to exceed those unit prices, or percentage discount from list price where applicable, in the bid for the purchase of services designated herein and in no event shall total payments under the base contract exceed \$266,935.00 without additional approval. Invoice must be delivered to the attention of the department placing the order. Payments will be made as work is completed and certification by the City that the work is performed in a good and workmanlike manner within 30 day of certification or receipt of invoice, whichever is later. Payment will be made by means of a City issued check, an ACH.

V. TERM OF THE CONTRACT

This Contract is for an initial term of one year with the option to renew for four additional one year periods. This Contract is effective as of November 2, 2011, and shall terminate midnight November 1, 2012, at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through allowable renewal option, or, unless otherwise terminated as provided in Paragraph XVI herein.

VI. CONTRACT ASSIGNMENT

VENDOR and the CITY hereby covenant and agree that this Contract provides for services and that these services are not to be assigned or sublet in whole or part without the prior written consent of the CITY.

VII. CONFLICT OF INTEREST

VENDOR hereby covenants and agrees that during the Contract period that VENDOR and any of VENDOR'S associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by VENDOR pursuant to this Contract will be conducted by employees or associates of VENDOR. VENDOR further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or constructive knowledge of VENDOR will render this Contract voidable by the CITY.

VIII. CHANGE IN WORK

The CITY, through its Street Services Manager or his chosen agent, may request changes in the scope and focus of the activities and duties called for under this Contract. Any such change which, in the opinion of VENDOR or the CITY varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to VENDOR must be mutually agreed upon by VENDOR and the CITY. The parties herein acknowledge that any change in the scope or focus of the work which results in the increase in compensation to VENDOR of the fee stated in Paragraph IV hereof must first be approved by the CITY's Street Services Manager, City Manager or City Council, where applicable.

IX. CONFIDENTIAL WORK

Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by VENDOR under this Contract shall be kept confidential and may not be made available to any individual or organization by VENDOR without the prior written approval of the CITY except as may be required by law.

X. OWNERSHIP OF DOCUMENTS

VENDOR acknowledges that CITY owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. VENDOR acknowledges that CITY shall have copyright privileges to those notes, reports, documents, processes and information.

VENDOR shall provide CITY a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at CITY expense upon written request.

XI. NONDISCRIMINATION

As a condition of this Contract, VENDOR covenants and agrees that VENDOR shall take all necessary actions to insure, in connection with any work under this Contract, that VENDOR or VENDOR'S associates, sub-vendors, or employees, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the CITY upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

XII. INDEPENDENT VENDOR

By the execution of this Contract, the CITY and VENDOR do not change the independent vendor status of VENDOR. No term or provision of this Contract or any act of VENDOR in the performance of this Contract may be construed as making VENDOR the agent or representative of the CITY. All employees of VENDOR shall perform their duties under the supervision of VENDOR, which shall have the exclusive right to dictate to the VENDOR'S employees how to perform their tasks. VENDOR agrees and covenants that each of its employees will be properly qualified and will use reasonable care in the performance of the assigned duties. VENDOR shall post all applicable warning signs if such work will disrupt normal traffic or workplace activities.

XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY

VENDOR warrants that the services it performs for CITY will be done in a good and workmanlike manner, and that any items delivered to the CITY under this contract will be fit for the particular purpose for which it was furnished. VENDOR shall defend, indemnify, and hold the CITY whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of VENDOR'S activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.

XIV. INSURANCE

Prior to the commencement of work under this Contract, VENDOR shall obtain and shall continue to maintain in full force and effect during the term of this Contract a comprehensive liability insurance policy, with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability and property damage coverage, in accordance with any CITY ordinance or Directive. The minimum limits for this coverage shall be \$1,000,000.00 combined single limit for liability and for property damage, unless modified in accordance with any ordinance or directive. The CITY shall be named as an additional insured under such policy and a provision shall be incorporated in the policy whereby the CITY shall be given at least thirty days prior notice of any material change in coverage or of cancellation of such policy.

XV. NO VERBAL AGREEMENT

This Contract contains the entire commitments and agreements of the parties to the Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect.

XVI. TERMINATION

The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to VENDOR with the understanding that all services being terminated shall cease upon the date specified in such notice. The CITY shall equitably compensate VENDOR, in accordance with the terms of this Contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the CITY. VENDOR shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

XVII. VENUE

The parties to this Contract agree and covenant that this Contract will be performable in Grand Prairie, Texas, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Dallas County, Texas.

XVIII. APPLICABLE LAWS

This Contract is made subject to the existing provisions of the Charter of the City of Grand Prairie, its rules, regulations, procedures and ordinances, present and future, and all applicable laws of the State of Texas and the United States.

XIX. CONTRACT INTERPRETATION

The parties to this Contract covenant and agree that in any litigation relating to this Contract, the terms and conditions of the Contract will be interpreted according to the laws of the State of Texas.

XX. NOTICES

All notices, communications and reports under this Contract must be mailed or delivered to the respective parties at the addresses shown below, unless either party is otherwise notified in writing by the other party:

CITY:

Angi Mize
Buyer ~ Purchasing Division
972/237-8262Phone ~ 972/237-8265 Fax
amize@gptx.org
City of Grand Prairie
318 W. Main Street, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045

Ronnie Bates Street Services Manager ~ Public Works/Streets 972/237-8526 Phone ~ 972/237-8533 Fax rbates@gptx.org City of Grand Prairie 1821 S S H 161, Grand Prairie, TX 75052 PO Box 534045, Grand Prairie, TX 75053-4045

VENDOR:

David Simpson, General Manager 817/831-1240 Phone ~ 817/831-1245 Fax simpsonskcm@yahoo.com
Nortex Concrete Lift & Stabilization 201 N W 26th St., Fort Worth, TX 76164

XXI. SEVERABILITY

In the event that any one or more of the provisions contained in this Contract 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 thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Contract.

XXII. RIGHT OF REVIEW

VENDOR covenants and agrees that the CITY, upon reasonable notice to VENDOR, may review any of the work performed by VENDOR under this Contract.

XXIII. WAIVER OF ATTORNEYS FEES

VENDOR and CITY expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

EXECUTED this the 22Mday of May	ender, 20//.
By: Tom Cox, Deputy City Manager Anna Do // ATTEST:	NORTEX CONCRETE LIFT & STABILIZATION By: Printed Name: DAUGO S. SIMPSON Title: GM

APPROVED AS TO FORM:

Donald R. Postell, City Attorney

Cathy E. DiMaggio, City Secretary

RECTIVED

NOV 1 4 2011

CITY OF GRAND PRAIRIE PURCHASING

Page 6 of 6

Exhibi+ A

Solicitation 12001 Pavement Leveling Services

GRand PRairie

City of Grand Prairie

Bid 12001 **Pavement Leveling Services**

Bid Number

12001

Bid Title

Pavement Leveling Services

Bid Start Date

Sep 29, 2011 9:28:58 AM CDT Oct 14, 2011 2:00:00 PM CDT

Bid End Date Question & Answer

End Date

Oct 12, 2011 10:00:00 AM CDT

Bid Contact

Angi Mize Buver Purchasing 972-237-8262 amize@gptx.org

Contract Duration 1 year

Contract Renewal

4 annual renewals

Prices Good for

Not Applicable

Bid Comments

It is the intent of this specification to obtain an annual price agreement for the purchase of pavement leveling services for the City of Grand Prairie Public Works Streets Division.

Information, questions or clarification concerning the intent of these specifications are available by contacting the city Purchasing Division, Ms. Angi Mize, 972-237-8262, amize@gptx.org, Monday - Friday, between 7:30 AM and 4:00 PM.

Item Response Form

12001-01-01 - Pavement Leveling Services Item

Quantity 80645 pound

3.31 LB Unit Price

City of Grand Prairie **Delivery Location**

No Location Specified

Qty 80645

Description

Vendor shall furnish all equipment and supplies needed for raising and undersealing of concrete slabs, sidewalks, and pavement. All equipment and supplies used must be capable of performing all operations in accordance with the specification.

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

Supplier Response Form

SUBMIT TO:

CITY OF GRAND PRAIRIE PURCHASING DIVISION 318 W. MAIN STREET GRAND PRAIRIE, TX 75050

P.O. BOX 534045 GRAND PRAIRIE, TX 75053-4045 (Above address is for submittal of hard copy. **Grand Prairie** AN EQUAL OPPORTUNITY

EMPLOYER



CITY OF GRAND PRAIRIE, TEXAS

REQUEST FOR BID (RFB)

12001

	12001			
CONTACT PERSON: Angi Mize		TEL: 972-237-8262		
TITLE: Pavement Leveling Services		SUBMITTAL DEADLINE: 2:00:00 PM CDT Oct 14, 2011		
·		Any proposals received after the time and date listed above, regardless of the mode of delivery, shall not be accepted.		
Company: NORTEX CONCRETE LIFT & STABILIZA Contact: DAVID SIMPSON "Signature": Title: GENERAL MANAGER		LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE RFP/RFB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS. (Above is for submittal of hard copy only. This does not apply to electronic bidding.) IF RETURNING AS A "NO BID", PLEASE COMPLETE AND RETURN THE "STATEMENT OF NO BID".		
Address (include City, State, Zip): 201 NW 26TH ST FORT WORTH, TEXAS 76164		THE CITY OF GRAND PRAIRIE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITY IN THE COMPETITIVE BID PROCESS. FURTHER, THE CITY RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN THE BEST INTEREST OF THE CITY. IT IS THE INTENT AND PURPOSE OF THE CITY OF GRAND PRAIRIE THAT THIS REQUEST PERMITS COMPETITIVE BIDS. IT IS THE BIDDER'S RESPONSIBILITY TO ADVISE THE CITY OF GRAND PRAIRIE PURCHASING MANAGER IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATIONS THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS REP/RFB TO A SINGLE SOURCE. SUCH NOTIFICATION MUST BE SUBMITTED IN WRITING AND MUST BE RECEIVED BY THE PURCHASING MANAGER NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE ABOVE SUBMITTAL DEADLINE.		
Phone: 817-831-1240		Fax: 817-831-1245		
eMail: simpsonskcm@yahoo.com	No. of the control of	Web Address: NORTEXCONCRETELIFT.COM		
Tax ID #: 20-0291992		Date: 10-03-2011		
THE BIDDER HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS OFFER IS BASED ON THE FOLLOWING ADDENDA: #1 #2 #3 #4 # #5 (Check each applicable addendum)				
The City of Grand Prairie Charter states that no officer or employee of the City can benefit from any contract, job, work or service for the municipality or be interested in the sale to the City of any supplies, equipment, material or articles purchased. Will any officer or employee of the City, or member of their immediate family, benefit from the award of this bid to the above firm?				
By my signature, I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting a bid/proposal for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. The above signed hereby offers to furnish and deliver the goods and/or services as specified at the prices and terms herein stated and in accordance with the Invitation to Bid, Addendums, General Terms and Condition and Specifications, all of which are made a part of this offer. All pages of the City of Grand Prairie's form, including but not limited to the General Terms and Conditions and Specifications are incorporated by reference into this bid for all purposes.				
By signing, bidder further attests that he has read and understands all terms and conditions as stated in the attached specification and is operating in an authorized capacity to execute this bid/proposal. THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.				

NORTEX EQUIPMENT LIST

QTY	DESCRIPTION & CAPACITY	AGE OF ITEMS	PURCHASE PRICE
1	2005 FORD F-450 TRUCK	4	\$40,581.25
1	1988 CHEVROLET 1 TON TRUCK	21	\$1,500.00
1	1995 WELLS FARGO TRAILER	14	\$10,500.00
1	H20/35 POLYURETHANE FOAM MACHINE	6	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	6	\$17,484.00
1	DIESEL GENERATOR 100KW	6	\$13,893.31
1	AIR COMPRESSOR	6	\$405.00
6	HILTI EQUIP DRILLS	5	\$50,450.00
6	HILTI EQUIP DRILLS	NEW	RENTAL 3 YR
7	HILTI LASER	NEW	RENTAL 3 YR
2	TRANSFER PUMPS	5	\$2,081.00
4	E-Z DRILLS	5	\$26,280.00
1	DIESEL GENERATOR	5	\$13,893.31
1	INTERNATIONAL DIESEL TRUCK 2006	4	\$60,571.42
1	INTERNATIONAL DIESEL TRUCK 2006	4	\$60,571.42
1	INTERNATIONAL DIESEL TRUCK 2006	4	\$60,571.42
1	INTERNATIONAL DIESEL TRUCK 2006	4	\$60,571.42
1	INTERNATIONAL DIESEL TRUCK 2010	1	\$83,909.00
•	INTERNATIONAL DIESEL TRUCK 2010	1	\$83,909.00
1	H20/35 POLYURETHANE FOAM MACHINE	5	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	5	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	5	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	5	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	5	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	5	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	6	\$16,000.00
1	H20/35 POLYURETHANE FOAM MACHINE	6	\$6,400.00
1	TARGET PRO 66 CONCRETE SAW	4	\$15,000.00
1	CONCRETE SAW TRAILER	5	\$3,100.00
1	2006 FORD F-550 TRUCK	5	\$44,483.32
1	DIESEL GENERATOR 100KW	5	\$15,802.06
1	DIESEL GENERATOR 40KW	5	\$10,708.76
4	GRACO TRANSFER PUMPS	5	\$3,600.00
1	INTERNATIONAL DIESEL BOBTAIL TRUCK	5	\$58,729.00
1	H20/35 PLOYURETHANE FOAM MACHINE	5	\$14,400.00
1	H20/35 PLOYURETHANE FOAM MACHINE	5	\$14,400.00
1	AIR COMPRESSOR	5	\$405.00
1	AIR COMPRESSOR	5	\$405.00
1	TARGET PRO 66 CONCRETE SAW	4	\$15,500.00
1	CONCRETE SAW TRAILER	5	\$3,100.00
1	HELI 5K FORKLIFT	9	\$10,000.00
1	ARROWBOARD	7	\$1,400.00
•	·······································	,	Ψ1,700.00

NORTEX EQUIPMENT LIST

1	ARROWBOARD	2	\$3,200.00
1	ARROWBOARD	9	\$1,200.00
1	DIESEL GENERATOR 100KW	3	\$15,907.64
1	DIESEL GENERATOR 100KW	3	\$15,802.06
1	AIR COMPRESSOR INGERSOLL RAND	8	\$6,440.00
1	AIR COMPRESSOR INGERSILL RAND	8	\$6,440.00
1	2001 DODGE PICKUP	9	\$4,000.00
1	2000 CHEVY PICKUP	10	\$3,000.00
1	2002 INGERSOL RAND 375 COMPRESSOR	7	\$11,500.00
1	EZ DRILL G3 GANG DRILL 2008	NEW	\$36,000.00
1	FOAM TRAILER RIG 2008	3	\$15,000.00
12	GM006A2R21-5 FLOW METERS	2	\$18,651.00

\$909,331.83

TOTALS

I, DAVID S SIMPSON	, being duly sworn deposes and says that the information
provided herein is true as	nd sufficiently complete so as not to be misleading.
Date this 12	day of OCTOBER , 20 11 .
Name of Organization: NORTEX Co	ONCRETE LIFT & STABILIZATION INC
By: DAVID S SIMPSON	Dddf
Title: GENERAL MANAGER	
STATE OF TEXAS	
COUNTY OF DALLA	s
BEFORE ME th	ne undersigned authority, on this day personally appeared
DAVID S SIMPSON	, known to me to be the person whose name subscribed to the
foregoing instrument, an	d acknowledged to me that he executed the same for the
purposes and considerati	ons therein expressed.
MY COMM	AAND AND SEAL OF OFFICE this 12 day of OCTOBER 20 11 Chory C. Spell Notary Public in and for TARAST County, Texas
Please be aware that typin (See <u>Electronic Signatures</u> To take exception: 1) Click Take Exception. 2) Create a Word documer	ord below and click Save to update your response. g in your password acts as your electronic signature, which is just as legal and binding as an original signature. in Global and National Commerce Act for more information.) at detailing your exceptions. attachment to your offer on BidSync's system.
By completing this form, you	or bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.
Username SIMPSONSKO	EM .
Password	*
- Save - Take Exce	ption Close
* Required fields	

SPECIAL CONDITIONS OF BID

Please answer all applicable questions

Vendor Stock # 24-003
Manufacturer NORTH CAROLINA FOAM
Model # NCFI 24-00 3
Delivery Time in Days
% Discount for items not listed \(\bigcirc\) % (use separate sheet for multiple)
What are your terms? 6 % 6 days or Net 30
Will your company provide usage reports? YES Provide sample with bid, if available.
Is there a minimum order requirement and charge? No If yes, provide a detail of the minimum order requirement and charge if not met.
Does your company offer on-line ordering as summarized in specification?
Will your company allow Inter-Local Agreements?
Will your company agree to be a Secondary Vendor if necessary? 465
Are literature and specification sheets attached for bid other than specked for evaluation as approved equal?
Is warranty summary attached? YES
Is your business located in Grand Prairie, TX?
Please note any other pertinent information about your bid:

NORTEX

CONCRETE LIFT & STABILIZATION, INC

RAISING & UNDERSEALING CONCRETE STREETS & BRIDGES USING POLYURETHANE FOAM

817-831-1240 Phone 817-831-1245 Fax

WARRANTY

We stand behind a Ten (10) Year Warranty that the product will not shrink or deteriorate and if it does we will replace any materials which fail to perform as warranted.

David Simpson Nortex GM Email: jwalsh@ci.south LAKE, TX. US

Description of work:

RAISING UNDERSEALING CONCRETE, SEALING PIPES AND CULVERTS AND MANHOLES

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Usemame SIMPSONSKCM

Password		*
→ Save	→ Take Exception	

* Required fields

CONFLICT OF INTEREST QUESTIONNAIRE	FORM CIQ
For vendor or other person doing business with local governmental	
entity This made and the second secon	
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.	
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	
Name of person who has a business relationship with local governmental entity.	
NONE	
2 Check this box if you are filing an update to a previously filed questionnaire	
(The law requires that you file an updated completed questionnaire with the appro	onriate filing authority
not later than the 7 th business day after the date the originally filed questionnaire inaccurate.)	becomes incomplete or
3 Name of local government officer with whom filer has employment or business r	elationship.
Name of Officer	
This section (item 3 including subparts A, B, C & D) must be completed for each office has an employment or other business relationship as defined by Section 176.001(1-a Code. Attach additional pages to this Form CIQ as necessary.	er with whom the filer a), Local Government
A. Is the local government officer named in this section receiving or likely to receive t than investment income, from the filer of the questionnaire?	axable income, other
☐ Yes ☐ No	
B. Is the filer of the questionnaire receiving or likely to receive taxable income, o income, from or at the direction of the local government officer named in this sect income is not received from the local governmental entity?	ther than investment ion AND the taxable
☐ Yes ☐ No	
C. Is the filer of this questionnaire employed by a corporation or other business entity the local government officer serves as an officer or director, or holds an ownership of 1	with respect to which 0 percent or more?
☐ Yes ☐ No	
D. Describe each employment or business relationship with the local government of section.	officer named in this

	No	BUSINESS	WITE	G-OUERMENTA C	ENTITY	
4	Sig	nature of person doing	g business with	the governmental entity		Date

Adopted 06/29/2007

Company Represented NORTEX CONCRETE LIFT & STAB



MINORITY/HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONAIRE

A Minority/HUB business is one in which at least 51% of the business is owned, operated, and actively controlled and managed by a minority or woman. Some exceptions are: 1) Sole Proprietorships are required to be 100% owned and controlled by a minority or woman and 2) each entity within a Joint Venture is required to be a HUB.

It is a goal of the City of Grand Prairie to provide equal opportunity for all businesses that want to supply goods and/or services to the City.

In an effort to promote bid opportunities to Minority/HUB vendors that are not on the distribution list for bids, the City searches the State of Texas Master Bid List for HUB vendors to include in the distribution of Notices for Bid. For information on becoming a HUB certified vendor with the State of TX, contact (512) 463-5872.

The City cannot give preference in a bid evaluation to a vendor on the basis of Minority/HUB status. However, we would appreciate it if you would take a moment to complete the following so that we may statistically track our progress:

١.	Is company certified by the State of Texas as a HUB?
	C Yes No
	If yes, please state Certification Number:
	<u> </u>
	▼

- 2. Is company certified by NCTRCA as a Minority Business?

 C Yes No
- 3. Is company certified by any other agency as a Minority Business?

 C Yes

 No

 If yes what a representation?

- 4. Is company a self designated Minority Business?

 C Yes No
- 5. Which of the following groups qualifies your company as a Minority/HUB? (If Women is qualifier, include ethnicity also).

Asian-Pacific Americans - which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust territories of the Pacific and the Northern Marinas; Subcontinent Asian Americans whose origins are from India,

GRand Prairie

PAVEMENT LEVELING SERVICE RFP # 12001 ADDENDUM #1

October 11, 2011

Angi Mize Buyer

1.	Remove	paragr	aph 4.7	.4 in its	entirety	page 5 of	the specification.
----	--------	--------	---------	-----------	----------	-----------	--------------------

(972) 237-8262	
Please return this signed addendum with your bid. Failure to do so may disqualify y bid.	your
Addendum Received	
Company Name Authorized Signature	
10/11/2011 Date	

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE: January 3, 2012

PROJECT: Task Order with TRC Engineers, Inc. (Engineering Services

Contracts) for Riney Road Water System Improvements

DESCRIPTION: Town Staff has negotiated a Task Order for design of the Riney

Road Water System Improvements with TRC Engineers, Inc. The Town has a Master Agreement with TRC to furnish

consulting services for the Town of Little Elm.

The need for the water system improvements in this area was brought to Council's attention during budget process. The existing water line is located between the residential lots on Riney Road and Hillside Circle (see exhibit). It is an old two inch water line that needs repairs. The area is also underserved with no fire protection. This project will put in a new eight inch water line along Riney Road and a looped connection through Hillside Circle. The consultant will also fix a drainage problem on Hillside Circle with an inlet, underground drainage, and concrete curb and gutter to catch the existing street drainage.

Funding is available with the Utility Fund for the water and sewer design and within the Street Maintenance Fund for the

design of the drainage portions of Hillside Circle.

COST: \$54,743.00

FUNDING: Acct. Name & No

Utility Fund 612-6714-61-00 \$47,357.00

Street Maintenance Fund

112-6706-50-00

\$7,386.00

SCHEDULE: Survey is to start immediately. Meetings with the residents and

design expected to be done over the current fiscal year. Construction is to occur next fiscal year if authorized.

RECOMMENDED ACTION:

Staff recommends Council approve a Design Task Order for Riney Road Water Line Relocation between the Town of Little Elm and TRC Engineers, Inc. for the amount of \$54,743.00 and authorize Town Manager to execute a

contract for the same.

TOWN CONTACT: Jason W. Laumer, P.E.

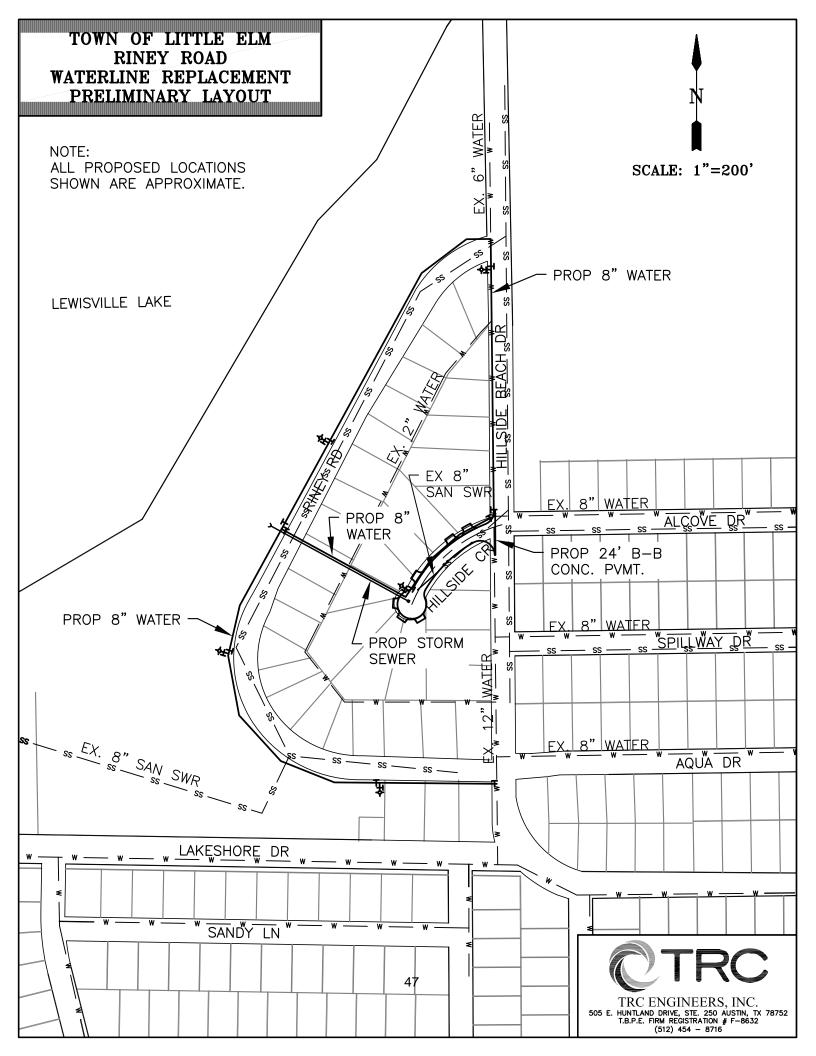
Town Engineer

JLaumer@littleelm.org

(214) 975-0473

ATTACHMENTS: 1. Design Task Order

2. Exhibits



October 3, 2011

Mr. Jason Laumer, P.E.
Director of Development Services/Town Engineer
Town of Little Elm
100 West Eldorado Parkway
Little Elm, Texas 75068

Re: Riney Road Water Improvements

Engineering Services Proposal - Revised

Dear Mr. Laumer:

The Town of Little Elm has requested that TRC Engineers, Inc. (TRC) provide this engineering proposal for design services related to the Riney Road Water Improvement Project. Based on the attached Scope of Work, the cost to provide these services is \$54,743.00 lump sum. A cost estimate for the project has also been attached for your use.

This work would be provided as a task order under the Master Service Agreement (MSA) executed between the Town and TRC.

The opportunity to provide this proposal is greatly appreciated. If you have any questions regarding this information, please feel free to contact this office.

Sincerely,		
K. Beau Perry, P.E. West CES Practice Leader	Ivan Langford Town Manager	

Attachment

TOWN OF LITTLE ELM, TEXAS RINEY ROAD WATER IMPROVEMENTS TRC SCOPE OF WORK OCTOBER 3, 2011

- 1. Provide topographical data as required to complete the design with Town's appointed surveyor.
- 2. Prepare construction plans and specifications for water main, including approximately 3,000 linear feet of 8" water main for connection to the existing water main and water service relocation.
- 3. Prepare construction plans and specifications for storm sewer main to drain the cul-de-sac on Hillside Circle.
- 4. Prepare construction plans and specifications for concrete street re-construction on the cul-de-sac on Hillside Circle.
- 5. Assist the Town in bid process including preparation of bid advertisement document, assist the Town in the opening and tabulation of bids, prepare award recommendation letter and prepare construction contract documents.
- 6. Assist Town during construction consisting of contractor correspondence, submittal review, pay request review, periodic site visits (maximum of three), final inspection, monthly construction meetings, preparation of contractor punch list and record drawing preparation.

ASSUMPTIONS

The following assumptions apply to the basis of costs for this project:

- Plan and bid documents will be per TRC's and the Town's standards.
- Storm sewer design will take into affect the existing drainage on Hillside Circle that drains to the cul-de-sac.
- Assumes two easements will be required for the storm sewer line.
- TRC will provide necessary documentation to TCEQ for the water design.
- Street repair only will be provided for the water line trench. (if applicable)

EXCLUSIONS

The following items are excluded from the Scope of Work:

- Construction staking
- Construction services other that those listed above
- Continuous construction inspection
- Environmental or cultural review of project limits

- Detailed title search or title policy
- Attendance at or preparation for condemnation hearings
- Easement or plat documents, landowner contact or easement negotiations

COMPENSATION FOR SERVICES

The cost to provide the engineering services will be invoiced as a lump sum project, as follows:

Engineering Design:	\$ 27,956
Topographical Surveying:	\$ 14,950
Construction Services:	\$ 8,875
Record Drawings:	\$ 2,962
	\$ 54,743

This lump sum fee includes labor and material costs associated with the Scope of Work identified above.

TRC's lump sum fee above is based on a continuous flow of work. Any delays or restrictions, caused by customer or customer's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation.

The payment schedule will be via progress billing (percent complete for each task).

Changes in scope, including additional scenarios or modification to the scenarios identified above will be evaluated for additional services and/or materials cost through a formal change order process, which results in approval of the additional cost prior to executing the additional work.

TRC ENGINEERS, INC.

505 E. Huntland Dr. Suite 250 Austin, TX 75034 TEL: (512) 454-8716 FAX: (512) 454-2433

PRELIMINARY ENGINEER'S ESTIMATE OF ANTICIPATED CONSTRUCTION COSTS

PROJECT: Riney Road Waterline Improvements ACREAGE:

LOTS: -

CLIENT: Town of Little Elm

JOB NUMBER: -

PREPARED BY: J. Thomas DATE: 2-Oct-11

Paving and Drainage

ITEM	DESCRIPTION	UNIT	Quantity	\$/UNIT	TOTAL COST
P.1	Right of Way Preparation	STA	3	\$750.00	\$2,250.00
P.2	Excavation	CY	1,400	\$8.00	\$11,200.00
P.3	8" Reinforced Concrete Pavement	SY	1,194	\$40.00	\$47,760.00
P.4	8" Flexbase	SY	1,361	\$9.00	\$12,249.00
P.5	Sawcut and connect to Existing Concrete Pavement	LF	95	\$14.75	\$1,401.25
P.6	Remove and Dispose of Existing Asphalt Pavement	SY	700	\$5.00	\$3,500.00
P.7	27" RCP Storm Sewer	LF	325	\$75.00	\$24,375.00
P.8	Storm Sewer Inlet	EA	1	\$3,500.00	\$3,500.00
P.9	Storm Sewer Headwall	EA	1	\$2,000.00	\$2,000.00
P.10	Silt Fence	LF	300	\$1.50	\$450.00
P.11	Sodding	LF	400	\$10.00	\$4,000.00
				Sub-Total	\$112,685.25

 Sub-Total
 \$112,685.25

 Contingency (15%)
 \$16,902.79

 Total Pvg & Drng
 \$129,588.04

\$341,320.00

Water

ITEM	DESCRIPTION	UNIT	Quantity	\$/UNIT	TOTAL COST
W.1	Clearing and Grubbing of Alignment	STA	30	\$200.00	\$6,000.00
W.2	8" PVC Water	LF	2,950	\$40.00	\$118,000.00
W.3	8" Gate Valves	EA	10	\$2,500.00	\$25,000.00
W.4	Connect to Existing 12" Water	EA	2	\$3,000.00	\$6,000.00
W.5	Fire Hydrant Assembly	EA	5	\$4,000.00	\$20,000.00
W.6	Ductile Iron Fittings	TON	2.00	\$6,000.00	\$12,000.00
W.7	Relocate Water Meter and Service	EA	28	\$2,500.00	\$70,000.00
W.8	Marker ID Balls	EA	15	\$80.00	\$1,200.00
W.9	Remove and Replace Asphalt Pvmt	LF	600	\$35.00	\$21,000.00
W.10	Remove and Replace Concrete Driveway	LF	60	\$75.00	\$4,500.00
W.11	Silt Fence	LF	2,930	\$1.50	\$4,395.00
W.12	Hydromulch	LF	2,930	\$1.00	\$2,930.00
W.13	Sodding	LF	250	\$10.00	\$2,500.00
W.14	Trench Safety	LF	3,275	\$1.00	\$3,275.00
				Sub-Total	\$296,800.00
				Contingency (15%)	\$44,520.00

Paving and Drainage	\$129,588.04
Water	\$341,320.00
TOTAL	\$470,908.04

Total Water

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE: January 3, 2012

PROJECT: Task Order with TRC Engineers, Inc. (Engineering Services

Contracts) for Hilltown Subdivision Engineering Study

DESCRIPTION: Town Staff has negotiated a Task Order for design of the Hilltown Subdivision Engineering Study with TRC Engineers,

Inc. The Town has a Master Agreement with TRC to furnish

consulting services for the Town of Little Elm.

The need for the more information on the Hilltown area just outside the Town's Limits is necessary to be able to fully understand what the costs would be to provide water, sanitary sewer, drainage, and paving improvements to the area if the Town ever decided to improve that area. Not only the costs, but the possible phasing of any improvements in regards to drainage areas and connections back to the lake and the Town's water and sewer system. The study will provide:

- 1. Provide a preliminary engineering report outlining recommendations of the infrastructure improvements needed for the Hilltown Subdivision. See attached exhibit for project limits
- 2. TRC will review the existing layout and topography of the subdivision to estimate sizes, locations, and costs of concrete pavement with curb and gutter, storm sewer (calculated for both 25 year and 100 year storm event), water lines, and sanitary sewer pipe, including lift stations (if necessary).
- TRC will review the existing layout of the subdivision, along with the proposed and estimated costs of improvements to provide recommendations on phasing of construction.

Funding is available within the design account of the Smothermon Road project due to the reimbursement for the design costs on the project from Frisco ISD. Council authorized Roadway Impact Fee's for that design in a previous agenda and the reimbursement funds could be used for to pay for the study.

COST: \$15,000.00

FUNDING: Acct. Name & No

Smothermon Road Project

870-6826-87-65 \$15,000.00

SCHEDULE: Consultant will start study.

RECOMMENDED ACTION:

Staff recommends Council approve a Design Task Order for the Hilltown Subdivision Engineering Study between the Town of Little Elm and TRC Engineers, Inc. for the amount of \$15,000.00 and authorize the Town Manager to execute a contract for the same.

TOWN CONTACT: Jason W. Laumer, P.E.

Town Engineer

JLaumer@littleelm.org

(214) 975-0473

ATTACHMENTS: 1. Design Task Order

2. Exhibit

October 6, 2011

Mr. Jason Laumer, P.E.
Town Engineer & Director of Development Services
Town of Little Elm
100 West Eldorado Parkway
Little Elm, Texas 75068

Re: Hilltown Subdivision Preliminary Engineering Report

Engineering Services Proposal

Dear Mr. Laumer:

The Town of Little Elm has requested that TRC Engineers, Inc. (TRC) provide this engineering proposal for design services related to the Hilltown Subdivision Preliminary Engineering Report. Based on the attached Scope of Work, the cost to provide these services is \$15,000.00 lump sum.

This work would be provided as a task order under the Master Service Agreement (MSA) executed between the Town and TRC.

The opportunity to provide this proposal is greatly appreciated. If you have any questions regarding this information, please feel free to contact this office.

Sincerely,		
K. Beau Perry, P.E. West CES Practice Leader	Ivan Langford Town Manager	
	C	

Attachment

TOWN OF LITTLE ELM, TEXAS HILLTOWN SUBDIVISION PRELIMINARY ENGINEERING REPORT TRC SCOPE OF WORK OCTOBER 6, 2011

- 1. Provide a preliminary engineering report outlining recommendations of the infrastructure improvements needed for the Hilltown Subdivision. See attached exhibit for project limits
- 2. TRC will review the existing layout and topography of the subdivision to estimate sizes, locations, and costs of concrete pavement with curb and gutter, storm sewer (calculated for both 25 year and 100 year storm event), water lines, and sanitary sewer pipe, including lift stations (if necessary).
- 3. TRC will review the existing layout of the subdivision, along with the proposed and estimated costs of improvements to provide recommendations on phasing of construction.

ASSUMPTIONS

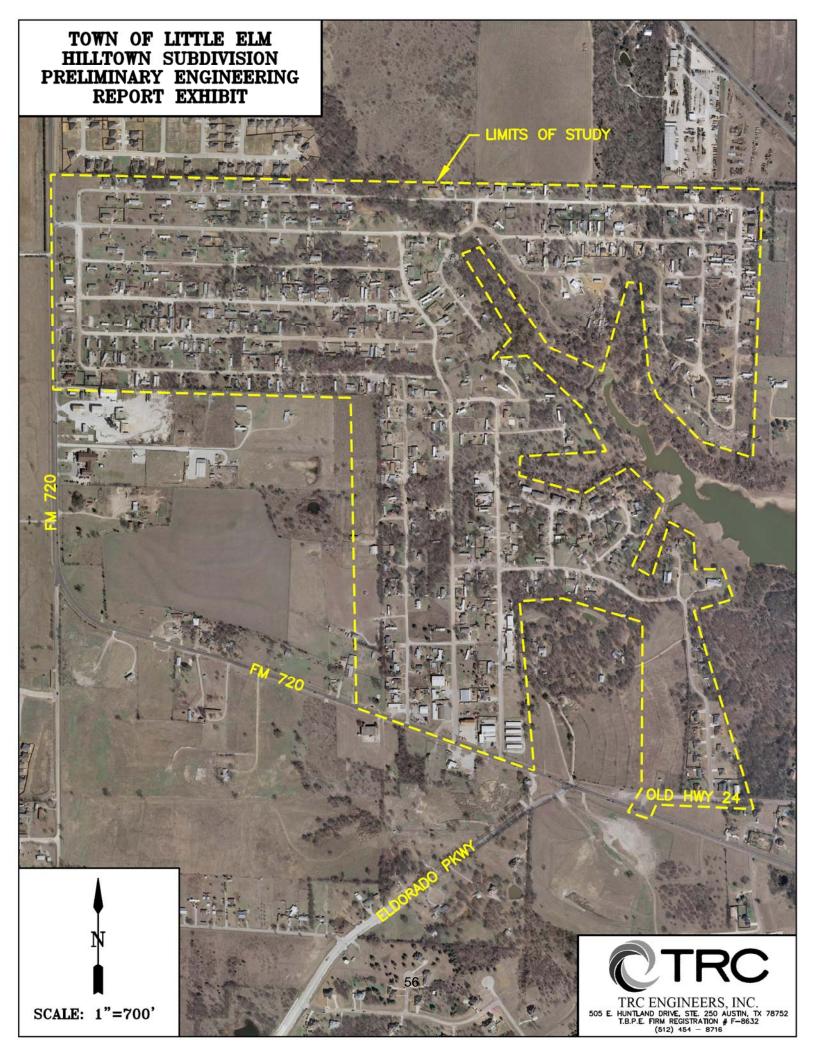
The following assumptions apply to the basis of costs for this project:

- Existing topography will be based on aerial contours provided by the Town.
- Infrastructure costs will be based on current construction costs.
- All improvements will be limited to those as shown on the attached overall layout.

EXCLUSIONS

The following items are excluded from the Scope of Work:

- Surveying Services
- Construction plans and specifications
- Construction staking
- Construction services
- Streetscape or irrigation design
- Environmental or cultural review of project limits
- Detailed title search or title policy
- Attendance at or preparation for condemnation hearings
- Easement or plat documents, landowner contact or easement negotiations
- Geotechnical work
- Preparation of preliminary or final plats



TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE: January 3, 2012

PROJECT: Tower Lease Agreement with New Cingular Wireless PSC,

LLC (AT&T)

DESCRIPTION: Recently Town Staff was contacted by representatives of New

Cingular Wireless PSC, LLC regarding an interest to lease space for the placement of antennas on the Town's elevated water storage tank located on Walker Lane. New Cingular Wireless is a cell phone provider and they want to improve

service in this local area.

Following initial review of the site and the tower elevation, New Cingular Wireless prepared a proposal for the development of a lease agreement. The proposal was forwarded to the Town Attorney for review and development of an agreement. The Town Attorney's office worked with Town Staff and New Cingular Wireless to prepare an agreement acceptable to both parties.

The proposed lease is for a five (5) year term with five (5) additional five year terms. The established rent is \$3,000.00 monthly with a 3% annual increase. Also included is \$3,000 to reimburse the Town's consultant for drawing review and site inspection of the installation.

The lease of space on elevated water storage tanks for the purpose of installing antennas has become a common practice in the north Texas Region. The FM 423 elevated water storage tank was designed and constructed to easily accommodate this use and has a Clearwire lease and the Town has a similar lease with T-Mobile for antennas on the Walker elevated tower. Town Staff contacted area cities to confirm the terms and rent are consistent and competitive within the market. Additionally, Town Staff reviewed the proposed construction plans for the site and concluded this use would not cause interference with the Town's use of the facility.

FUNDING: Acct. Name & No

Lease would be dedicated to Landscape fund per prior previous

Council policy and approved resolution #5181001

SCHEDULE: Execution of Lease upon approval of Town Council

RECOMMENDED

ACTION: Town Staff recommends the approval of a Ground and

Tower Lease with New Cingular Wireless PSC, LLC for the placement of antennas on the Walker Lane Elevated Water Storage Tank Site and authorize proceeds to be dedicated to

the Landscape Fund.

TOWN CONTACT: Jason W. Laumer, P.E.

Director of Development Services

JLaumer@littleelm.org

(214) 975-0473

ATTACHMENTS: 1. Proposed Lease Agreement

GROUND AND TOWER LEASE AGREEMENT

THIS GROUND	AND TOWER LEASE AGREEMENT ("Lease"), is entered into as of the
day of	, 2011 ("Effective Date"), by and between the TOWN OF LITTLE ELM,
a Texas municipal	corporation ("OWNER"), and New Cingular Wireless PCS, LLC, a Delaware
limited liability con	npany, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta,
GA 30004 ("TENA	.NT").

In consideration of the promises and of the mutual obligations and agreements set forth in this Lease, the parties agree as follows:

1) THE LEASED SITE

- a) OWNER is the owner of or has the right to control a certain parcel of real property upon which a water tower has been constructed, such parcel and water tower is located at 1501 Walker Lane, Little Elm, County of Denton, State of Texas, and is more specifically described on the attached Exhibit "A" (such parcel referred to as "OWNER's Property").
- b) OWNER hereby leases to TENANT a portion of OWNER's Property and a certain portion of the water tower located on OWNER's Property (the "Tower"), together with a right of ingress, egress and other access and a right to install utilities (the "Leased Site"). The ground space portion of the Leased Site which is the subject of this Lease is located within OWNER's Property shall be situated substantially as shown on the attached Exhibit "B". With respect to the space on the Tower, its location and orientation are set forth on the attached Exhibit "C" (any sketches in Exhibits may not be to scale and therefore are not intended to be used for measurement purposes), such Exhibit also showing the location for installation of the Antenna Facilities. As used herein, "Antenna Facilities" shall be deemed to mean all equipment, including antennae support structures, to be used by TENANT in connection with the operation of its telecommunications facility on the Leased Site, including the equipment described on Exhibit "C" attached hereto, as such equipment may be modified or added to from time to time in accordance herewith. TENANT shall have the right to run cables, wires, conduits and pipes under, over and across OWNER's Property to connect TENANT's Antenna Facilities on the Tower to its Antenna Facilities in its equipment building, if any, to be constructed on the ground space portion of the Leased Site. TENANT, its agents, employees, contractors, subcontractors and authorized representatives may park their vehicles on OWNER's Property when TENANT is constructing, removing, replacing, servicing, maintaining, securing and/or operating its Antenna Facilities as provided in this Lease.
- c) TENANT may not add additional equipment and/or antennae from that shown on Exhibit "C" without the prior written approval of the OWNER, such approval not to be unreasonably withheld or delayed, provided however, that TENANT will be allowed to make such alterations to Tenant's Antennae Facilities in order to ensure that Tenant's Antennae Facilities comply with all applicable federal, state or local laws, rules or regulations. OWNER reserves the right to require TENANT to relocate its Antenna Facilities to a mutually agreeable location on the Tower ("Alternate Premises"), temporarily or permanently, within ninety (90) days after written

Site Name: Town of Little Elm WT

Site Number: DXU3246

notice from OWNER. Any relocation expenses shall be the sole responsibility of TENANT, unless the OWNER's relocation requirement results from OWNER's desire to lease space on the Tower to a non-governmental third-party user. In such a case, the third-party user shall be obligated to reimburse TENANT for its reasonable relocation costs. TENANT shall not be required to permanently relocate TENANT's Antenna Facilities to any location which would result in any deterioration or diminution of the quality of communication services or other services provided by TENANT from the Leased Site, nor shall TENANT be required to conduct such permanent relocation in a manner which would cause any deterioration or diminution of such quality or which would cause any interruption of such service. This Lease is not a franchise nor is it a permit to use Town rights-of-way. Any such franchise or permit must be obtained separately from OWNER.

- d) TENANT's equipment building, if any, on the ground portion of the Leased Site shall be installed on a slab foundation at TENANT's expense and shall be painted to match the Tower. The Antenna Facilities shall also be painted by TENANT to match the Tower. TENANT shall be enclosed by a decorative iron fence surrounded by a screening hedge which will achieve a height of at least six (6) feet, but shall not be less than three (3) feet in height when planted. Said equipment buildings and Antenna Facilities shall be owned by TENANT and shall be removed from the site by TENANT within a reasonable period following termination of this Lease. Notwithstanding the foregoing, TENANT will not be required to remove any foundations, landscaping or underground utilities. The building shall be used to house TENANT's communications equipment and all associated or related equipment of any type as deemed necessary or desirable by TENANT (this equipment shall be included as part of the Antenna Facilities listed on Exhibit "C"). The building will be placed adjacent to the Tower in the location described on Exhibit "B".
- e) At such time as OWNER and TENANT may agree, this Lease may be amended by letter agreement or schedule along with the exhibits referenced herein, executed by both TENANT and OWNER, to provide for placement of additional Antenna Facilities, such Antenna Facilities being subject to the terms and conditions set forth herein unless otherwise provided therein. With regard to rent, the additional Antenna Facilities shall be subject to the then current rent and term in effect and be increased as set forth herein.

2) LEASE AND EASEMENT

- a) During the term of this Lease, OWNER leases the Leased Site to TENANT and grants to TENANT a non-exclusive easement to access the Leased Site to install, remove, replace, and maintain the Antenna Facilities listed in Exhibit "C".
- b) TENANT shall have access to the Leased Site only with prior notice to OWNER. TENANT shall notify OWNER twenty-four (24) hours in advance, except in an emergency. A representative of OWNER may accompany TENANT on the Leased Site, at OWNER's sole option. The foregoing shall not limit OWNER's right to access the Leased Site at reasonable times to examine and inspect the premises for safety reasons or to ensure that the TENANT's covenants are

being met, provided that OWNER shall not disrupt TENANT's operations and shall be accompanied by a representative of TENANT at all times.

3) TERM AND RENT

- a) The initial term of this Lease shall be five (5) years (the "Initial Term"), commencing on the Effective Date indicated above and expire on the fifth anniversary thereof. During the first year of the Initial Term, TENANT shall pay to OWNER as a lease payment the sum of Three Thousand and No/100 Dollars (\$3,000) per month ("Rent"), such payment being due in advance on or before the fifth (5th) day of the respective month. However, TENANT may aggregate its lease payments by paying annually, in advance. OWNER agrees to provide TENANT with a W-9 form in advance of receiving Rent.
- b) Upon the expiration of the Initial Term, this Lease shall be automatically extended for one (1) "Renewal Term" of five (5) additional years unless TENANT notifies OWNER in writing at least ninety (90) days prior of its intention not to renew the Lease. Thereafter, upon the expiration of the first Renewal Term, unless TENANT notifies OWNER in this same above-described manner, this Lease shall automatically renew and extend for up to three (3) additional five (5) year Renewal Terms, each beginning upon the expiration of the term then in effect.
- c) Beginning upon the first anniversary of the Effective Date ("Anniversary Date"), and each Anniversary Date thereafter during both the Initial Term and <u>any and all</u> Renewal Terms, if any, the monthly rent shall be increased by an amount equal to three percent (3%) of the then current Rent. As provided above, the monthly Rent shall be due in advance on or before the fifth (5th) day of the respective month. However, TENANT may aggregate its lease payments by paying annually, in advance.
- d) Should this Lease still be in effect at the conclusion of all of the Renewal Terms provided for herein, this Lease shall continue in effect on the same terms and conditions, other than monthly Rent which shall be an amount equal to the monthly Rent in effect for the preceding year, increased by three percent (3%) for a further period of one (1) year, and for like annual periods thereafter, until and unless terminated by either party by giving to the other at least thirty (30) days prior written notice of its intention to so terminate at the end of the annual term.
- e) TENANT shall pay OWNER a late payment charge equal to five percent (5%) of the late payment for any payment (including rental payments) not paid when due. Any amounts not paid when due shall bear interest until paid at the lesser of the rate of two percent (2%) per month or the highest rate permitted by law.
- f) TENANT may update or replace the Antenna Facilities from time to time upon thirty (30) days prior written notice to OWNER, provided that the replacement facilities are not materially greater in number or size than the existing facilities and that any change in their location on the Leased Site is approved in writing by OWNER. Any approval that is required from the OWNER shall not be unreasonably withheld or delayed. For any modification or replacement

requiring OWNER approval, TENANT shall submit to OWNER a detailed proposal for any such replacement facilities and any supplemental materials as may be requested, for OWNER's evaluation and approval. However, if TENANT proposes to install any additional Antenna Facilities other than those listed on Exhibits "B" and "C" (excluding maintenance, repair or replacement of existing equipment as described above), OWNER reserves the right to proportionally increase the monthly Rent, such Rent being subject to the same escalation during Renewal Terms.

g) TENANT shall pay to OWNER concurrently with the first lease payment made during the Initial Term of this Lease, Three Thousand and No/100 Dollars (\$3,000.00) to reimburse OWNER for costs associated with third party engineering review of the proposed Antenna Facilities to be installed at the Leased Site and inspection of the construction of the Antenna Facilities. Additional plan review and inspection costs shall be borne by the TENANT, for any additional replacement or expansion of the Antenna Facilities which shall be paid to OWNER based upon actual costs incurred by OWNER, within thirty (30) days of receipt by TENANT of OWNER's expenses under this subsection.

4) USE OF THE LEASED SITE

a) TENANT shall use the Leased Site for the installation, operation, and maintenance of its Antenna Facilities for the transmission, reception and operation of a communications system and uses incidental thereto and for no other uses. By taking possession of the Leased Site, TENANT accepts the Leased Site in the condition existing as of the commencement date of the Lease. OWNER makes no representation or warranty with respect to the condition of the Leased Site and OWNER shall not be liable for any latent or patent defect in the Leased Site. OWNER may permit others to use other portions of OWNER's Property (including the Tower), provided, however, TENANT shall have the exclusive use of its Antenna Facilities, equipment shelters and locations on the Tower as shown on Exhibit "C" hereto. TENANT may erect and operate additional Antenna Facilities in accordance with the terms of this Lease.

TENANT shall, at its own expense, comply with all present and future federal state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of the Antenna Facilities. OWNER agrees to reasonably cooperate with TENANT in obtaining, at TENANT's expense any federal licenses and permits required for or substantially required by TENANT's use of the Property.

b) OWNER acknowledges that TENANT's ability to use the Leased Site for TENANT's intended purposes is contingent upon TENANT's obtaining and maintaining, both before and after the commencement date of this Lease, all of the certificates, permits, licenses and other approvals (collectively known as "Governmental Approvals") that may be required by any federal, state or local authority for the foregoing uses and improvements to the Leased Site desired by TENANT. OWNER shall promptly cooperate with TENANT in TENANT's efforts to obtain such Governmental Approvals and shall take no action that would adversely affect TENANT's obtaining or maintaining such Governmental Approvals.

- c) TENANT shall, at its own expense, maintain the Leased Site and any equipment on or attached to the Leased Site in a safe condition, in good repair and in a manner so as not to conflict with the use of or other leasing of the Leased Site by OWNER, subject to the terms of Paragraph 18 herein.
- d) TENANT shall have sole responsibility for the maintenance, repair, and security of its equipment and personal property, Antenna Facilities, and leasehold improvements located on the Leased Site, and shall keep the same in good repair and condition during the Lease term.
- e) TENANT shall keep the Leased Site free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.
- f) In the event the OWNER or any other tenant undertakes painting, construction or other alterations on the Leased Site, OWNER shall endeavor to give TENANT at least thirty (30) days' prior written notice and TENANT shall take reasonable measures at TENANT's cost to cover or temporarily remove TENANT's equipment, personal property or Antenna Facilities and protect such from paint and debris fallout which may occur during the painting, construction or alteration process. OWNER agrees to use its reasonable efforts to permit TENANT to place temporary transmission and reception facilities on OWNER's Property at no additional Rent until such time as TENANT is able to reinstall TENANT's equipment, personal property or Antenna Facilities on the Tower. OWNER is not responsible or liable for any damage or injury that may occur if TENANT elects not to temporarily remove its Antenna Facilities, equipment or other personal property. All such construction, repairs or alterations shall be subject to the terms of Paragraph 19 hereof.

5) TERMINATION

- a) In addition to the other events giving rise to a right of lease termination, as such are set forth in this Lease, if any of the following occurs, TENANT shall have the right to immediately terminate this Lease for cause by giving written notice to OWNER of such termination:
- i) TENANT determines, in its sole discretion, that it will be unable to obtain all necessary Governmental Approvals for TENANT's intended use of and improvements to the Leased Site desired by TENANT; or
- ii) TENANT's application for any Governmental Approvals necessary for TENANT's use of the Leased Site and improvements desired by TENANT is denied; or
- iii) any Governmental Approvals necessary for TENANT's use of the Leased Site and/or improvements to the Leased Site, whether now or hereafter desired by TENANT, are canceled, expired, lapsed or are otherwise withdrawn, terminated or denied so that TENANT, in its reasonable judgment, determines that it will no longer be able to use the Leased Site for TENANT's intended use; or

- iv) the Federal Communications Commission (which allocates the frequencies at which TENANT may operate its antennas and equipment) changes the frequencies at which TENANT operates its antennas and equipment, which change, in TENANT's reasonable judgment, renders its operation of a communications facility at the Leased Site obsolete; or
- v) TENANT obtains, in its reasonable judgment, unacceptable results of any radio test, survey, title report or environmental study.

Each of the above conditions shall operate independently with regard to each Tower location leased by TENANT within the Leased Site. Any termination notice rendered by TENANT pursuant to this Paragraph shall cause the respective portion of the Lease to expire with the same force and effect as though the date set forth in such notice was the date originally set as the expiration date of the Lease. In the event of such termination, any prepaid, unearned rent shall be refunded to TENANT by OWNER.

b) In addition, and provided that TENANT is not then in default under this Lease, TENANT may, during any Renewal Term, upon ninety (90) days written notice to OWNER, terminate and cancel all or a portion of this Lease if TENANT determines that any portion of the Leased Site have become unsuitable for TENANT's operations, upon payment in guaranteed funds to OWNER of a termination fee equal to six (6) months' rent at the rate then in effect. As to such termination fee, TENANT shall receive a credit equal to the amount of any unearned rent as of the date of such termination.

6) ASSIGNMENT AND SUBLETTING

- a) Except to a "Partner Company," "Affiliate" or "Subsidiary" of TENANT (as defined below), or to an entity acquiring all or substantially all of TENANT's assets through merger, acquisition, sale or other similar transaction, TENANT shall not assign this Lease, or allow it to be assigned, in whole or in part, by operation of law or otherwise, or mortgage or pledge the same, or sublet the Leased Site, or any part thereof, without the prior written consent of OWNER, such consent not to be unreasonably withheld or delayed.
- b) Each of the partners of TENANT is a Partner Company. An Affiliate of an entity is any entity which directly or indirectly owns fifty-one percent (51%) or more of the ownership interests, , of such entity. A Subsidiary of an entity is any entity eighty percent (80%) or more of the ownership of which is owned by such entity.
- c) No consent by OWNER to any assignment or sublease by TENANT shall relieve TENANT of any obligation to be performed by TENANT under this Lease, whether arising before or after the assignment or sublease. The consent by OWNER to any assignment or sublease shall not relieve TENANT from the obligation to obtain OWNER's express written consent to any other assignment or sublease.

d) Any sale or other transfer, including by consolidation, merger or reorganization, of a majority of the voting stock of TENANT, if TENANT is a corporation, or any sale or other transfer of a majority in interest (whether of profits, losses, capital or voting power) or a majority of the persons comprising the managers of the partnership, if TENANT is a partnership, shall not be an assignment for purposes of this Paragraph 6.

7) FIRE OR OTHER CASUALTY

- a) If the Tower, or access to it, is damaged or destroyed by a casualty covered by the insurance carried by OWNER, it shall be OWNER's option whether or not to commence appropriate repairs (to be diligently prosecuted to completion entirely at OWNER's expense). If OWNER decides to repair the Tower, this Lease shall continue in full force and effect. If, however, the Tower is damaged to the extent that OWNER decides not to repair it, OWNER shall deliver written notice to TENANT, within thirty (30) days after the casualty, of OWNER's election not to repair, restore and/or reconstruct the Tower but to designate a site on which TENANT may relocate in accordance with Paragraph 7.C. below. If, as a result of any such casualty, any portion of the Leased Site becomes totally or partially unusable by TENANT, rent shall abate during the period of repair in the same proportion to the total rent as the portion of the Leased Site rendered unusable bears to the entirety of the Leased Site.
- b) If OWNER (i) undertakes the repair, restoration and/or reconstruction of the Tower(s) or of any access thereto, but fails to complete such repair, restoration and/or reconstruction within forty-five (45) days after the casualty, (ii) notifies TENANT of OWNER's intention not to repair restore and/or reconstruct the Tower, or (iii) fails to deliver to TENANT the written notice required under Paragraph 7.A. within thirty (30) days, then TENANT may immediately cancel this Lease by giving written notice of its election to cancel to OWNER.
- c) OWNER agrees that during any period of repair, restoration and/or reconstruction, OWNER will exercise its best efforts to designate a site TENANT may use to place temporary transmission and reception facilities, provided such site is available. The exact site to which TENANT may relocate will be determined by OWNER, and it may be upon any portion of OWNER's Property (or other property owned or controlled by OWNER), provided that TENANT reasonably approves the site as equally suitable for TENANT's intended uses. In the event the Parties cannot reasonably agree on a mutually acceptable alternative location on the Property, TENANT shall have the right to terminate this Lease immediately upon written notice to OWNER without incurring any further financial liability to OWNER for such early termination.

8) INDEMNIFICATION AND INSURANCE

a) TENANT hereby agrees to indemnify and hold OWNER harmless from and against any and all claims of liability for personal injury, property damage or business interference to the extent that they result from or arise out of the acts or omissions of TENANT, its agents and employees in, on or about the Tower and/or the Leased Site, whether during the installation of the Antenna Facilities and Equipment, or the operation and/or maintenance of such.

- b) TENANT shall provide OWNER with a certificate of insurance issued by an insurance company authorized to do business in Texas indicating that TENANT carries commercial general liability insurance with limits of liability thereunder of not less than \$1 million combined single limit for bodily injury and/or property damage together with an endorsement for contractual liability. Such insurance shall include OWNER as an additional insured with respect to matters arising out of TENANT's use of and operations at the Leased Site. TENANT will provide OWNER with a renewal certificate within ten (10) business days of OWNER's written request for such certificate. Any insurance required to be provided by TENANT under this Paragraph 8 may be provided by a blanket insurance policy covering the Leased Site and other locations of TENANT, provided such blanket insurance policy complies with all of the other requirements of this Lease with respect to the type and amount of insurance required. TENANT may also fulfill its requirements under this Paragraph 8 through a program of self-insurance. If TENANT elects to self-insure, then TENANT shall furnish OWNER with a letter stating that there is a self-insurance program in effect that provides for the same, or greater, coverage than required of TENANT herein.
- c) All insurance policies maintained pursuant to this Lease shall contain an endorsement, providing that such policy shall not be cancelled without the insurer providing at least thirty (30) days prior written notification to Licensor by commercially reasonable means.
- d) TENANT agrees to indemnify and save harmless OWNER from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.
- e) TENANT shall require that each and every one of its contractors and their subcontractors carry, in full force and effect, workers' compensation, commercial general liability and automobile liability insurance coverages of the type which TENANT is required to obtain under the terms of this paragraph with appropriate limits of insurance.
- f) Once during each calendar year during the term of this Lease, OWNER may review the insurance coverages to be carried by TENANT. If OWNER reasonably determines that higher limits of coverage are necessary to protect the interests of OWNER, TENANT shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense.

9) UTILITIES

TENANT shall be responsible directly to the serving entities for all utilities required by TENANT's use of the Leased Site, however, OWNER agrees to cooperate with TENANT in its efforts to obtain utilities from any location provided by the OWNER or the servicing utility. Should electric power be provided by OWNER, TENANT will install an electric meter and TENANT's usage shall be read by OWNER (or, at TENANT's option and cost, by a meter reading service selected by TENANT) on a monthly basis and the cost of electricity used by TENANT shall be paid monthly by TENANT to OWNER, upon thirty (30) days written notice thereof, as a payment separate from rent. OWNER agrees that it will not include a markup on the utility charges. If

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TENANT submeters electricity from OWNER, OWNER agrees to give TENANT at least twenty-four (24) hours advanced notice of any planned interruptions of said electricity. OWNER acknowledges that TENANT provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in TENANT's reasonable determination, OWNER agrees to allow TENANT the right to bring in a temporary source of power for the duration of the interruption. OWNER will not be responsible for interference with, interruption of or failure, beyond the reasonable control of OWNER, of such services to be furnished or supplied by OWNER. OWNER agrees to grant to any utility company providing utility services to TENANT, an easement for the purpose of constructing, operating and maintaining utilities to provide such services to the Leased Site. Such easement shall be in a location to be approved by OWNER, which approval shall not be unreasonably withheld, conditioned or delayed. Upon TENANT's or a utility company's request, OWNER will execute a separate recordable easement evidencing this grant.

10) RIGHTS TO EQUIPMENT; CONDITION ON SURRENDER

TENANT's Antenna Facilities shall remain personal to and the property of TENANT. OWNER waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof. The Antenna Facilities shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; OWNER consents to TENANT's right to remove all or any portion of the Antenna Facilities from time to time in TENANT's sole discretion and without OWNER's consent. At the termination or expiration of this Lease, TENANT shall (A) remove its Antenna Facilities, (B) repair any damage caused by such removal, (C) with respect to any land leased, remove all of its equipment, other than utilities or foundations that are at or below grade, and (D) otherwise surrender the Leased Site at the expiration of the term (as the same may have been extended or the earlier termination thereof) in good condition, ordinary wear and tear, damage by fire and other casualty excepted.

11) TENANT DEFAULTS

- a) The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder by TENANT:
- i) The failure by TENANT to make any payment of Rent or any other payment required to be made by TENANT hereunder, as and when due, where such failure shall continue for a period of twenty (20) days after written notice thereof is received by TENANT from OWNER.
- ii) The failure by TENANT to observe or perform any of the covenants or provisions of this Lease to be observed or performed by TENANT, other than as specified in Paragraph 11.A.(i), where such failure shall continue for a period of thirty (30) days after written notice thereof is received by TENANT from OWNER; provided, however, that it shall not be deemed an Event of Default by TENANT if TENANT shall commence to cure such failure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

b) If there occurs an Event of Default by TENANT, in addition to any other remedies available to OWNER at law or in equity, OWNER shall have option to terminate this Lease and all rights of TENANT hereunder.

- c) If there occurs an Event of Default by TENANT and the Lease is terminated, OWNER shall have the right to re-enter the Leased Site and remove persons or property from the Leased Site or the Tower if TENANT fails to do so within sixty (60) days from the termination date of the LEASE.
- (d) The following will be deemed a default by OWNER and a breach of this Agreement: (i) failure to provide access to the Leased Site or to cure an interference problem within forty-eight (48) hours after receipt of written notice of such default; or (ii) OWNER's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from TENANT specifying the failure. No such failure, however, will be deemed to exist if OWNER has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of OWNER. If OWNER remains in default beyond any applicable cure period, TENANT will have: (i) the right to cure OWNER's default and to deduct the costs of such cure from any monies due to OWNER from TENANT, and (ii) any and all other rights available to it under law and equity.

12) NOTICES

All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). Notice by any other method (whether by hand-delivery, overnight delivery service, or otherwise) shall only be deemed effective upon receipt by the intended recipient. Should OWNER or TENANT have a change of address, the other party shall immediately be notified as provided in this Paragraph of such change. Unless OWNER otherwise specifies in writing, rent checks from TENANT shall be sent to the person listed below to whom notices are sent.

TENANT:

New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration

Re: Cell Site#: DXU3246; Cell Site Name: Town of Little Elm WT (TX)

Fixed Asset No: 10552505

12555 Cingular Way, Suite 1300

Alpharetta, Georgia 30004

With a copy to:

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Site Name: Town of Little Elm WT

Site Number: DXU3246

New Cingular Wireless PCS, LLC

Attn: Legal Department

Re: Cell Site#: DXU3246; Cell Site Name: Town of Little Elm WT (TX)

Fixed Asset No: 10552505 15 East Midland Ave. Paramus, NJ 07652

OWNER:

Town of Little Elm Attn: Public Works

Address: 100 West Eldorado Pkwy

Little Elm, Texas 75068

13) SALE OR TRANSFER BY OWNER

- (a) Should OWNER, at any time during the term of this Lease, sell, lease, transfer or otherwise convey all or any part of OWNER's Property to any transferee other than TENANT, then such transfer shall be under and subject to this Lease and all of TENANT's rights hereunder. In the event of a change in ownership, transfer or sale of the OWNER's Property, within ten (10) days of such transfer, OWNER or its successor will send the documents listed below in this subsection (b) to TENANT. Until TENANT receives all such documents, TENANT shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.
 - i. New IRS Form W-9

ii.

Full contact information for new OWNER including all phone number(s)

(b) If at any time after the date of this Agreement, OWNER receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("Rental Stream Offer"), OWNER shall immediately furnish TENANT with a copy of the Rental Stream Offer. TENANT shall have the right within twenty (20) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If TENANT chooses not to exercise this right or fails to provide written notice to OWNER within the twenty (20) day period, OWNER may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement.

14) HAZARDOUS SUBSTANCES

a) TENANT represents and warrants that its use of the Leased Site herein will not generate any hazardous substance, and it will not store or dispose on the Leased Site nor transport to or over the Leased Site any hazardous substance in violation of any laws or regulations relating thereto. TENANT further agrees to hold OWNER harmless from and indemnify OWNER against any release of any such hazardous substance and any damage, loss, or expense or liability resulting

from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of OWNER, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. OWNER has no knowledge of any Hazardous substance located on or about the OWNER's Property, nor will OWNER allow any such substance or hazardous condition to exist. In the event TENANT becomes aware of any hazardous materials on the OWNER's Property, or any environmental, health or safety condition or matter relating to the OWNER's Property, that were not caused by TENANT and, in TENANT's sole determination, renders the condition of the Leased Site or OWNER's Property unsuitable for TENANT's use, or if TENANT believes that the leasing or continued leasing of the Leased Site would expose TENANT to undue risks of liability to a government agency or third party, TENANT will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to OWNER.

15) CONDEMNATION

- a) In the event the whole of OWNER's Property, including without limitation the Leased Site and the Tower, shall be taken or condemned, either temporarily or permanently, for public purposes, or sold to a condemning authority under threat of condemnation to prevent taking, then this Lease shall forthwith automatically cease and terminate.
- b) In the event any portion of the Leased Site or the Tower shall be taken or condemned, either temporarily or permanently, for public purposes, or sold to a condemning authority under threat of condemnation to prevent taking, then OWNER agrees that TENANT may use and/or construct upon an alternative portion of OWNER's Property, as selected by OWNER, which is equally suitable for TENANT's purposes, provided such space is available. The exact site to which TENANT may relocate will be determined by OWNER, and it may be upon any portion of OWNER's Property (or other property owned or controlled by OWNER), provided that TENANT reasonably approves the site as equally suitable for TENANT's intended uses. OWNER will designate a site to which TENANT may relocate prior to the taking, condemnation or sale. In the event no alternative portion of the OWNER's Property (or other property owned or controlled by OWNER) is equally suitable for the purposes of TENANT, then this Lease shall forthwith automatically cease and terminate.
- c) OWNER shall receive the entire condemnation award for land, the Tower and such other improvements as are paid for by OWNER, and TENANT hereby expressly assigns to OWNER any and all right, title and interest of TENANT now or hereafter arising in and to any such award. TENANT shall have the right to recover from such authority, but not from OWNER, any compensation as may be awarded to TENANT on account of the leasehold interest, moving and

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relocation expenses, and depreciation to and removal of the personal property and fixtures of TENANT.

16) LIENS

TENANT shall keep the Leased Site free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for TENANT. TENANT shall, within twenty (20) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond. No work which OWNER permits TENANT to perform on the Leased Site shall be deemed to be for the use and benefit of OWNER so that no mechanic's or other lien shall be allowed against the estate of OWNER by reason of its consent to such work. OWNER shall have the right to post notices that it is not responsible for payment for any such work.

17) TAXES

- a) TENANT shall be liable for and shall pay to the applicable taxing authority, if billed directly to TENANT, or to OWNER if billed to OWNER, upon thirty (30) days prior written notice from OWNER, any and all taxes and assessments levied against any personal property or trade or other fixtures placed by TENANT in or about the Leased Site.
- b) TENANT shall pay as additional rent any increases in real property taxes levied against OWNER's Property, including the Tower, as a result of the improvements constructed by TENANT on the Leased Site. OWNER shall provide TENANT with copies of all assessment notices on or including the Leased Site within thirty (30) days after receipt by OWNER, along with sufficient written documentation detailing any assessment increases attributable to the leasehold improvements, if available. TENANT shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Leased Site by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as TENANT may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of OWNER, TENANT, or both, with respect to the valuation of the Leased Site. OWNER shall cooperate in the institution and prosecution of any such proceedings and will execute the relevant documents required therefor. The expense of any such proceedings shall be borne by TENANT and any refunds or rebates secured as a result of TENANT's action shall belong to TENANT.

18) QUIET ENJOYMENT AND NON-INTERFERENCE

- a) OWNER warrants and agrees that TENANT, upon paying the Rent and performing the covenants herein provided, shall peaceably and quietly have and enjoy the Leased Site. Owner shall nevertheless continue to have access to the Leased Site as set forth herein.
- b) OWNER hereby grants to TENANT, as a primary inducement to TENANT's entering into this Lease, the right to install its Antenna Facilities on the Tower (as set forth and listed on Exhibits "B" and "C") and operate its communications facility on the Tower and the

ground space portion of the Leased Site (as set forth on Exhibit "B"). Where there are existing radio frequency user(s) on the OWNER's Property, OWNER will provide TENANT, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the OWNER's Property to allow TENANT to evaluate the potential for interference. TENANT represents and warrants that its use and operation of its Antenna Facilities shall not interfere with existing radio frequency user(s) on the OWNER's Property so disclosed by OWNER, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. If TENANT's Antenna Facilities cause such interference, TENANT shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, TENANT shall immediately cease operating its facilities until the interference has been eliminated. If the interference cannot be eliminated within twenty (20) days, OWNER may terminate this Lease as its sole and exclusive remedy. TENANT's installation, operation, and maintenance of its Antenna Facilities shall not damage or interfere in any way with OWNER's operations or related repair and maintenance activities or with such activities of other pre-existing tenants. TENANT agrees to cease all such actions which materially interfere with OWNER's use of the Leased Site immediately upon actual notice of such interference, provided however, in such case, TENANT shall have the right to terminate the Lease.

- c) OWNER, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain alter or improve the Leased Site in connection with its operations as may be necessary, including leasing parts of its Property and Tower to others. From time to time, OWNER may grant to other entities the right to operate communications facilities at the Leased Site and/or the right to install antennas in connection with the operation of such facilities or other communications facilities.
- For the purposes of this provision, "interference" may include, but is not limited d). to, any other use on the Property or any other use on OWNER's other properties that causes electronic, physical or obstruction interference with, or degradation of the communications signals from TENANT's facility. In general, pre-existing facilities expressly excluded, the parties agree that the physical location within Two feet (2') of TENANT's facility of another communications facility operating in the 700 Mhz to 2,500 Mhz frequency range will most likely cause interference and, accordingly, OWNER will not authorize third parties to create an interference on OWNER's Property within this distance from TENANT's location without the prior written consent of TENANT. If TENANT notifies OWNER that there is interference, and if such interference is not cured within forty-eight (48) hours, TENANT will have the option to (i) terminate this Agreement by giving OWNER ten (10) days' written notice of its election to terminate, or (ii) if TENANT elects not to terminate this Agreement, OWNER agrees to allow TENANT, in place of OWNER, and after OWNER has made a good faith effort to accomplish same, to take any action, in law or in equity, necessary to cause the interfering tenant or licensee to eliminate such interference. TENANT acknowledges that its grant does not exclude other communication facilities on the Property (other than the Premises) and TENANT agrees to reasonably cooperate with OWNER and other potential communication facility operators as to their proposed operations not inconsistent with this Agreement.

Site Name: Town of Little Elm WT

Site Number: DXU3246

19) COORDINATION OF OPERATION

As a consequence of the proposed twenty-four (24) hour daily basis of operation by TENANT, OWNER acknowledges that any action undertaken or permitted by OWNER in making repairs, alterations, additions or improvements to the Tower that might interfere with, suspend, cut-off or terminate access to or use by TENANT of the Leased Site or TENANT's Antenna Facilities, including without limitation, air-conditioning and utilities thereto, could cause inconvenience, expense and economic loss to TENANT. Therefore, OWNER agrees (i) to use its best efforts to minimize such inconvenience, possible loss or expense to TENANT by using its best efforts not to cause or permit any interruption or interfere with the operations of TENANT's antennas or equipment, particularly during the hours of 4:00 p.m. to 7:00 p.m. on any weekday, and (ii) except in emergency situations, as determined to exist by the OWNER, to give TENANT sixty (60) days advance notice of any normal or routine repairs, alterations, additions or improvements to be made with respect to the maintenance and operation of the Tower and the Leased Site or of any planned shutdowns associated with the Tower for scheduled or routine maintenance that might adversely affect the operation of TENANT's communications facility or Antenna Facilities.

20) BROKERS

OWNER and TENANT represent to each other that they have not negotiated with any real estate broker in connection with this Lease.

21) ESTOPPEL CERTIFICATES

- a) TENANT, at the request of OWNER, shall provide OWNER with a certificate stating: (i) that this Lease is unmodified and in full force and effect (or, if there has been any modification, that the same is in full force and effect as modified and stating the modification); (ii) whether or not, to TENANT's knowledge, there are then existing any set-offs, or defenses against the enforcement by OWNER of any of TENANT's agreements, terms, covenants or conditions hereof (and, if so specifying the same); and (iii) the dates, if any, to which the rent has been paid in advance.
- b) OWNER, at the request of TENANT, shall provide TENANT with a certificate stating: (i) whether OWNER has any claim against TENANT and if so, stating the nature of such claim; (ii) that OWNER recognizes TENANT's right to TENANT's antennas, equipment and other property; (iii) that TENANT has the right to remove TENANT's equipment and other property from the Leased Site notwithstanding that same may be considered a fixture under local law; and (iv) that OWNER has no interest in and disclaims any interest to TENANT's equipment and other property.

22) MISCELLANEOUS PROVISIONS

a) OWNER warrants and agrees that OWNER is seized of good and sufficient title to and interest in the Leased Site and has full authority to enter into and execute this Lease and that

Site Name: Town of Little Elm WT Site Number: DXU3246

there are no undisclosed liens, judgments or impediments of title on OWNER's Property that would affect this Lease.

- b) This Lease, including attached exhibits which are hereby incorporated by reference, incorporates all agreements and understandings between OWNER and TENANT, and no verbal agreements or understandings shall be binding upon either OWNER or TENANT, and any addition, variation or modification to this Lease shall be ineffective unless made in writing and signed by the parties.
- c) OWNER agrees that OWNER's Property (including, without limitation, the Tower), and all improvements, comply and during the term of this Lease shall continue to comply with all building, life/safety, disability and other laws, codes and regulations of any applicable governmental or quasi-governmental authority. All such compliance shall be accomplished at OWNER's sole cost and expense.
- d) This Lease and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of Texas.
- e) This Lease, and each and every covenant and condition herein, is intended to benefit the Leased Site and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties.
- f) The parties agree that all of the provisions hereof shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.
- g) The parties acknowledge that each has had an opportunity to review and negotiate this Lease and have executed this Lease only after such review and negotiation. The language of each part of this Lease shall be construed simply and according to its fair meaning, and this Lease shall not be construed more strictly in favor or against either party.
- h) Provided OWNER uses its best efforts to provide promptly to TENANT a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement, any mortgage now or subsequently placed upon any property of which the Leased Site are a part shall be deemed to be prior in time and senior to the rights of the TENANT under this Lease, and TENANT shall subordinate all of its interest in the leasehold estate created by this Lease to the lien of any such mortgage. TENANT shall, at OWNER's request, execute any commercially reasonable, additional documents necessary to indicate this subordination.
- i) If OWNER breaches this Lease in any manner or substantially breaches any material term contained in any mortgage or deed of trust superior to TENANT's estate or contained in any lease under which OWNER holds title to any portion of OWNER's Property, and if OWNER fails to commence to cure such breach within thirty (30) days after receiving a written notice from TENANT exactly specifying the violation (or if OWNER fails thereafter to diligently prosecute the

Site Name: Town of Little Elm WT Site Number: DXU3246

cure to completion), then TENANT may, in addition to any other rights or remedies it may have, immediately terminate the Lease.

- j) If any portion of this Lease is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in such court's opinion to render such portion enforceable and, as so modified, such portion and the balance of this Lease shall continue in full force and effect.
- k) The captions of the paragraphs of this Lease are for convenience of reference only and shall not affect the interpretation of this Lease.
- l) Only qualified and adequately insured agents, contractors or persons under TENANT's direct supervision will be permitted to climb the Tower or to install or remove TENANT's Antenna Facilities from the Tower. OWNER retains the right to permit its own employees and agents and employees and agents of subsequent users of the Tower, to climb the Tower for all purposes that do not interfere with the TENANT's use of the Tower, as long as such subsequent users comply with the non-interference provisions of this Lease.
- m) Concurrently with the execution of this Lease, OWNER shall execute before a notary and deliver to TENANT for recording a "Memorandum of Lease Agreement" in the form attached as Exhibit "D", with the same Exhibits "A", "B", and "C" as are attached to this Lease. Such Memorandum shall not disclose any financial terms, unless required to do so by the laws of such jurisdiction.

IN WITNESS WHEREOF, OWNER and TENANT have duly executed this Lease as of the date first above written.

TENANT:

New Cingular Wireless PCS, LLC, a Delaware limited liability company By: AT&T Mobility Corporation Its: Manager

	By: Name: Greg Holloway Title: Area Manager-RE&C NTX Network
Ops	Date:

OWNER: TOWN OF LITTLE ELM

By:	

Site Name: Town of Little Elm WT
Site Number: DXU3246

Name: Charles Platt
Title: Mayor
Date:

ATTEST:

KATHY PHILLIPS, Town Secretary

APPROVED AS TO FORM:

ROBERT F. BROWN, Town Attorney

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Site Name: Town of Little Elm WT Site Number: DXU3246

EXHIBIT "A"

LEGAL DESCRIPTION OF OWNER'S PROPERTY

EXHIBIT "D"

MEMORANDUM OF LEASE AGREEMENT

This Memorandum made this day of
2. OWNER hereby leases to TENANT a portion of that certain space on the OWNER's water tower, hereinafter referred to as the Water Tower, located at 1501 Walker Lane,, Little Elm, Texas, and more particularly described as being a, as recorded in the Office of the County Clerk, Denton County, Texas, together with a parcel of land sufficient for the installation of TENANT's equipment building as shown on Exhibit "A", attached hereto and made a part hereof, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, along a twenty five (25) foot wide right-of-way extending from the nearest public right-of-way,, to the demised premises, and the non-exclusive right for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights-of-way from the demised premises, said demised premises and rights-of-way being substantially as described herein in Exhibit "A" and attached hereto and made a part hereof.
3. The Agreement commences on the first (1st) day of the month following the date the Agreement is executed by the parties or the first (1st) day of the month following the date TENANT is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.
4. The terms, covenants and provisions of the Agreement of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of OWNER and TENANT.
IN WITNESS WHEREOF, hereunto OWNER and TENANT have caused this Memorandum to be duly executed on the day and year first written above.

Site Name: Town of Little Elm WT Site Number: DXU3246

OWNER: TOWN OF LITTLE ELM		
By: Name: Charles Platt Title: Mayor Date:		
TENANT:		
New Cingular Wireless PCS, LLC, a Delaware limited liability company By: AT&T Mobility Corporation Its: Manager		
By: Name: Greg Holloway Title: Area Manager-RE&C NTX Network		

Date: _____

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Ops

NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS	
COUNTY OF DENTON	
5 5	as acknowledged before me this day of 011, by Charles Platt, Mayor, on behalf of said Town. He is
	duced a driver's license as identification.
(AFFIX NOTARIAL SEAL)	
	(OFFICIAL NOTARY SIGNATURE) NOTARY PUBLIC — STATE OF TEXAS
My commission expires:	(Printed, Typed or Stamped Name of Notary)
STATE OF TEXAS	
COUNTY OF	_
The foregoing instrument wa	as acknowledged before me this day of 2011, by
, of AT&	&T Mobility Corporation, the Manager of New Cingular d company. He is personally known to me.
(AFFIX NOTARIAL SEAL)	
	(OFFICIAL NOTARY SIGNATURE) NOTARY PUBLIC — STATE OF TEXAS
My commission expires:	(Printed, Typed or Stamped Name of Notary)
	80

Site Name: Town of Little Elm WT Site Number: DXU3246

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 DRIVER'S LICENSE NUMBER.

MEMORANDUM OF LEASE AGREEMENT

This Memorandum made this day of, 2011,
between the TOWN OF LITTLE ELM, TEXAS, with its principal mailing address of 100 W.
Eldorado, Little Elm, Texas 75068, hereinafter designated OWNER, and New Cingular Wireless
PCS, LLC, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004.
hereinafter designated TENANT.
1. OWNER and TENANT entered into a Water Tower Lease Agreement (the
"Agreement") on
years with the right to renew for four (4) additional five (5) year terms, plus automatic one (1)
year renewals thereafter, unless terminated in accordance with the terms of the Agreement. A
copy of the Agreement is on file at the principal office of the OWNER and the TENANT.
2. OWNER hereby leases to TENANT a portion of that certain space on the OWNER's water tower, hereinafter referred to as the Water Tower, located at 1501 Walker Lane, , Little Elm, Texas, and more particularly described as being a, as recorded in the Office of the County Clerk,
Denton County, Texas, together with a parcel of land sufficient for the installation of TENANT's
equipment building as shown on Exhibit "A", attached hereto and made a part hereof, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a
day, on foot or motor vehicle, including trucks, along a twenty five (25) foot wide right-of-way
extending from the nearest public right-of-way,, to the demised premises, and the
non-exclusive right for the installation and maintenance of utility wires, poles, cables, conduits,
and pipes over, under, or along one or more rights-of-way from the demised premises, said
demised premises and rights-of-way being substantially as described herein in Exhibit "A" and
attached hereto and made a part hereof.

- The Agreement commences on the first (1st) day of the month following the date 3. the Agreement is executed by the parties or the first (1st) day of the month following the date TENANT is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.
- The terms, covenants and provisions of the Agreement of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of OWNER and TENANT.

Site Name: Town of Little Elm WT Site Number: DXU3246

IN WITNESS WHEREOF, hereunto OWNER and TENANT have caused this Memorandum to be duly executed on the day and year first written above.

OWNER:	TOWN	OF L	ITTL	E ELM
--------	-------------	------	------	-------

	By: Name: Charles Platt Title: Mayor Date:
TE	NANT:
	New Cingular Wireless PCS, LLC, a Delaware limited liability company By: AT&T Mobility Corporation Its: Manager
0.5	By: Name: Greg Holloway Title: Area Manager-RE&C NTX Network
Ops	Date:

NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS	
COUNTY OF DENTON	
0 0	was acknowledged before me this day of 2011, by Charles Platt, Mayor, on behalf of said Town. He is
	oduced a driver's license as identification.
(AFFIX NOTARIAL SEAL)	
	(OFFICIAL NOTARY SIGNATURE) NOTARY PUBLIC — STATE OF TEXAS
My commission expires:	(Printed, Typed or Stamped Name of Notary)
STATE OF TEXAS	
COUNTY OF	
The foregoing instrument v	was acknowledged before me this day of 2011, by
, of AT	C&T Mobility Corporation, the Manager of New Cingular aid company. He is personally known to me.
(AFFIX NOTARIAL SEAL)	
	(OFFICIAL NOTARY SIGNATURE) NOTARY PUBLIC — STATE OF TEXAS
My commission expires:	(Printed, Typed or Stamped Name of Notary)
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Site Name: Town of Little Elm WT Site Number: DXU3246

EXHIBIT "A"

LEGAL DESCRIPTION OF OWNER'S PROPERTY

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL

MEETING DATE: January 3, 2012

PROJECT: Recreation Center and Senior Center Construction Change

Order #1 to Manager at Risk Construction Contract

between the Town and Adolfson & Peterson

DESCRIPTION: The Town is currently in construction on the Recreation Center.

The contractor has experienced some bad weather while trying to perform concrete panel work that has delayed the work. The

contractor is requesting the substantial completion date be

revised from March 30, 2012 to April 15, 2012.

The Senior Center construction award had a typo showing a substantial completion date of December 30, 2011. The contractor is asking to correct that to February 15, 2012.

COST: N/A

FUNDING: Acct. Name & No

N/A

SCHEDULE: As stated above.

RECOMMENDED ACTION:

Staff recommends Council approve Change Order #1 to the

Guaranteed Maximum Price Amendment #2 to the Construction Manager at Risk Agreement for the

Recreation Center and Senior Center between the Town of Little Elm and Adolfson & Peterson and authorize Town

Manager to execute for the same.

ATTACHMENTS: 1. Construction Manager at Risk Construction Contract

Change Order #1

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 01	OWNER:
Little Elm Community Recreation Center	DATE: 11/30/2011	ARCHITECT: □
303 Main Street LIttle Elm, Texas 75068		CONTRACTOR:
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER:	
AP Gulf States, Inc.	CONTRACT DATE: January 5, 2010	FIELD:
dba Adolfson & Peterson Construction 1900 Firman, Suite 700 Richardson, Texas 75081	CONTRACT FOR: General Construction	OTHER:
THE CONTRACT IS CHANGED AS FOLLO (Include, where applicable, any undisputed	DWS: d amount attributable to previously executed C	Construction Change Directives)
This is a \$0 Cost Change Order associated changing from March 30, 2012 to April 15, project start date is May 17, 2011.	with the Little Elm Community Recreation Ce, 2012 (per the original completion date desired	enter. The Substantial Completion date is d by the Town of Little Elm). The official
The original Guaranteed Maximum Price of The net change by previously authorized Control The Guaranteed Maximum Price prior to the Guaranteed Maximum Price will be used the new Guaranteed Maximum Price includes the control of the new Guaranteed Maximum Price includes the control of the new Guaranteed Maximum Price includes the control of the control	hange Orders his Change Order was nchanged by this Change Order in the amount	s 4,425,360.00 s 0.00 s 4,425,360.00 s 0.00 s 4,425,360.00
The Contract Time will be increased by Fit The date of Substantial Completion as of the	fteen (15) days. le date of this Change Order therefore is April	
been authorized by Construction Change D	changes in the Contract Sum, Contract Time or irective until the cost and time have been agres executed to supersede the Construction Char	ed upon by both the Owner and
NOT VALID UNTIL SIGNED BY THE A	ARCHITECT, CONTRACTOR AND OWNER	R.
Perkins + Will ARCHITECT (Firm name)	AP Gulf States dba Adolfson & Peterson CONTRACTOR (Firm name)	Town of Little Elm OWNER (Firm name)
10100 North Central Expressway, Suite 300 Dallas, TX 75231	1900 Firman, Suite 700 Richardson Tx, 75081	100 West Eldorado Parkway Little Elm, Texas 75068
ADDRESS	ADDRESS	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
	William Hodges	
(Typed name)	(Typed name)	(Typed name)
DATE	DATE	DATE

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 01	OWNER:
Little Elm Senior Center	DATE: 11/30/2011	ARCHITECT: □
301 Main Street LIttle Elm, Texas 75068		CONTRACTOR:
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER:	Salaria de la compansión de la compansió
AP Gulf States, Inc.	CONTRACT DATE: January 5, 2010	FIELD:
dba Adolfson & Peterson Construction 1900 Firman, Suite 700 Richardson, Texas 75081	CONTRACT FOR: General Construction	OTHER:
THE CONTRACT IS CHANGED AS FOLL (Include, where applicable, any undispute	OWS: ad amount attributable to previously executed C	Construction Change Directives)
This is a \$0 Cost Change Order associated December 30, 2011 to February 15, 2012 start date is May 17, 2011.	d with the Little Elm Senior Center. The Subst (per the original completion date desired by the	antial Completion date is changing from Town of Little Elm). The official project
The original Guaranteed Maximum Price The net change by previously authorized of The Guaranteed Maximum Price prior to The Guaranteed Maximum Price will be u The new Guaranteed Maximum Price includes	Change Orders this Change Order was unchanged by this Change Order in the amount	of \$\begin{array}{c} 1,421,966.00 \\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
The Contract Time will be increased by Fo The date of Substantial Completion as of t	orty-seven (47) days. he date of this Change Order therefore is Febru	
been authorized by Construction Change I	changes in the Contract Sum, Contract Time of Directive until the cost and time have been agre is executed to supersede the Construction Changes	ed upon by both the Owner and
NOT VALID UNTIL SIGNED BY THE	ARCHITECT, CONTRACTOR AND OWNER	R .
Perkins + Will ARCHITECT (Firm name)	AP Gulf States dba Adolfson & Peterson CONTRACTOR (Firm name)	Town of Little Elm OWNER (Firm name)
10100 North Central Expressway, Suite 300 Dallas, TX 75231	1900 Firman, Suite 700 Richardson Tx, 75081	100 West Eldorado Parkway Little Elm, Texas 75068
ADDRESS	ADDRESS	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
	William Hodges	
(Typed name)	(Typed name)	(Typed name)
DATE	DATE	DATE

TOWN OF LITTLE ELM

COUNCIL MEETING

AGENDA INFORMATION SHEET:

PROJECT:

Little Elm Right of Way (ROW) Ordinance Update

DESCRIPTION:

It has been a very long time since the Town's current right of way ordinance was lasted updated. Staff wanted to reorganize the ordinance to make it easier to read and understanding and bring it up to our current requirements and procedures in regards to construction methods and permits.

COST:

N/A

SCHEDULE: Staff will update codes to include

N/A

RECOMMENDED

FUNDING:

ACTION: Staff recommends Town Council approve Ordinance #1092

to revise and update the Town's requirements for Use and

Management of the Public Right of Way.

TOWN CONTACT: Jason W. Laumer, P.E.

Town Engineer

JLaumer@littleelm.org

(214) 975-0473

ATTACHMENTS: 1. ROW Ordinance

TOWN OF LITTLE ELM

ORDINANCE NO. 1092

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE TOWN, BY AMENDING CHAPTER 90 (STREETS, ROADS, AND OTHER PUBLIC PROPERTY), BY REPEALING THE EXISTING ARTICLE IV (STREET EXCAVATION), IN WHOLE, AND REPLACING IT WITH A NEW ARTICLE IV (RIGHT-OF-WAY MANAGEMENT) TO UPDATE AND REVISE THE TOWN'S REGULATION, PERMITTING, REVIEW, OPERATION, AND GENERAL USE OF PUBLIC RIGHTS-OF-WAY; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm ("Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Charter adopted on May 1, 2001; and

WHEREAS, the Town wishes to revise and update its regulations regarding right-of-way management; and

WHEREAS, the Town has a duty to protect its citizens and to efficiently steward public properties; and

WHEREAS, the Town Council of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, desires to modernize its regulations regarding right-of-way management; and

WHEREAS, after due deliberations and consideration of the recommendation of staff and any other information and materials received at the regular open meeting, the Town Council has determined that the amendments set forth herein should be adopted, and that such amendments are in the best interest of the public health, safety, and welfare of the citizens of the Town of Little Elm.

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

SECTION 1. <u>INCORPORATION OF PREMISES.</u> The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. <u>AMENDMENT AND ADOPTION.</u> That Chapter 90 (Streets, Roads, and Other Public Property) of the Town of Little Elm Code of Ordinances is hereby amended, in part, so that Article IV is repealed and replaced, in its entirety, to read as shown on the attached regulatory document (Article IV, Right-of-Way Management).

SECTION 3. <u>SAVINGS</u>. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 4. PENALTY. Any person, firm, or corporation violating any of the provision of this ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 5. <u>SEVERABILITY.</u> The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Flood Control and Prevention Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 6. <u>REPEALER.</u> That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are herby repealed to the extent of that conflict.

SECTION 7. EFFECTIVE DATE. That this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED this the	day of	, 2012.
	The Town of Li	ttle Elm, Texas
	Charles	Platt, Mayor
ATTEST:		
Kathy Phillips, Town Secretary		

ARTICLE IV. PUBLIC RIGHT OF WAY USE AND MANAGEMENT

Sec. 90-147. - Definitions.

For the purpose of this article, the following words shall be defined herein below: *Town* means the Town of Little Elm, Texas, or its designated agent of the Town.

Construction means any work performed above the surface, on the surface or beneath the surface of a public right-of-way, including, but not limited to, installing, servicing, repairing, upgrading, or modifying any facility(s) in, above or under the surface of the public right-of-way, and restoring the surface and subsurface of the public right-of-way, subject to the provisions of section 90-150. The phrase "construction" does not include the installation of facilities necessary to initiate service to a customer's property, or the repair or maintenance of existing facilities unless such installation, repair or maintenance requires the breaking of pavement, excavation or boring.

Construction security means any of the following forms of security provided at the owner's option:

- 1) Individual project or performance bond;
- 2) Cash deposit;
- 3) Security of a form listed or approved under State of Texas Statutes; or
- 4) Letter of credit, in a form acceptable by the Town.

Construction permit means the permit which, pursuant to this article, must be obtained before an owner may construct facilities in a right-of-way. A construction permit allows the holder to construct facilities in that part of the right-of-way described in such permit.

Department means the engineering department of the Town.

Director means the Town Engineer or his or her designee.

Emergency means a condition that (1) poses a clear and immediate danger to life or health, or an immediate and significant loss of property; or (2) requires immediate repair or replacement of facilities in order to restore service to a customer.

Facility or facilities shall include, but not be limited to, any and all cables, pipelines, splice boxes, tracks, tunnels, utilities, vaults, and other appurtenances or tangible things owned, leased, operated, or licensed by an owner or owners, that are located or are proposed to be located in the public right-of-way.

Municipal authorization means the individual grant to use the public rights-of-way issued by the Town and accepted by the individual owners in accordance with the ordinances of the Town, a franchise agreement, a license, or under operation of state law which provides a specific grant of authority to use the rights-of-way. Owner means any person who owns any facility or facilities that are or are proposed to be installed or maintained in the public right-of-way. Included within this definition is the owner's contractor, subcontractor, agent or authorized representative.

Permit or permit to construct means a permit to perform construction in accordance with this article. Person means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, a sole proprietorship, a political subdivision, excluding the Town, a public or private agency of any kind, a utility, a successor or assign of any of the foregoing, or any other legal entity.

Public rights-of-way means the area of land within the Town that is acquired by, dedicated to, or claimed by the Town in fee simple, by easement, or by prescriptive right and that is expressly or impliedly accepted or used in fact or by operation of law as a public roadway, highway, street, sidewalk, alley, or utility access easement. The term includes the area on, below, and above the surface of the public right-of-way. The term applies regardless of whether the public right-of-way is paved or unpaved. The term does not include airwaves above the public right-of-way with regard to wireless telecommunications.

Restore or restoration means the process by which a right-of-way is returned to a condition that is equal to or better than the condition that existed before construction.

Sec. 90-148. - Right-of-way occupancy.

- 1) Any person prior to constructing facilities in, on or over the public rights-of-way, must first obtain separate municipal authorization.
- 2) This article does not constitute or create authority to place, reconstruct, or alter facilities in, on or over the rights-of-way nor to engage in construction, excavation, encroachments, or work activity within or upon any public right-of-way, and said authority must be obtained in accordance with the terms of this article.
- 3) Any person with a current, unexpired franchise, municipal authorization, license or other authorization from the Town (grant) or state to use the public right-of-way that is in effect at the time this article takes effect, shall continue to operate under and comply with that grant, and in the event this ordinance conflicts with existing authorization, the more restrictive provision shall apply unless in direct conflicts with an unexpired franchise agreement.

Sec. 90-149. - Registration.

- 1) In order to protect the public health, safety and welfare, all owners of facilities in the right-of-way will register with the Town. Registration and permits will be issued in the name of the person who will own the facilities. Registration must be renewed on or before January 31 of each year. The Town shall provide written notification of this renewal requirement. If a registration is not renewed, and subject to sixty (60) calendar days notification to the owner, the facilities of the user will be deemed to have been abandoned. When any information provided for the registration changes, the owner will inform the Town of the change no more than thirty (30) days after the date the change is made. Registration shall include:
- 2) The name, address(es) and telephone number(s) of the owner;
- 3) The names, address(es) and telephone number(s) of the contact person(s) for the owner;
- 4) The name(s), address (es) and telephone number(s) of any contractor(s) or subcontractor(s) who will be working in the right-of-way on behalf of the owner. If the names of contractors and subcontractors are not available at the time of permit application, they must be submitted to the Town prior to permit issuance;
- 5) The name(s) and telephone number(s) of an emergency contact who shall be available twenty-four (24) hours a day;
- 6) The source of the owner's municipal authorization (e.g., franchise, state law, etc.). If the owner is a certificated telecommunications provider, the certificate number issued by the Texas Public Utility Commission;
- 7) The owner shall submit two year projections of their plans for the construction of facilities in the Town at the time of registration renewal; and
- 8) Registration shall be a prerequisite to issuance of a construction permit. Each owner shall update and keep current its registration with the Town at all times.

Sec. 90-150. - Construction permits.

1. General.

a. No owner shall perform any construction or installation of facilities in the right-of-way without first obtaining a construction permit, except as provided herein. Permit applications are required for

- construction of new, replacement or upgrades of the company's facilities in the right-of-way whether aerial or underground.
- b. Emergency responses related to existing facilities may be undertaken without first obtaining a permit; however, the department shall be notified in writing within two (2) business days of any construction related to an emergency response; including a reasonably detailed description of the work performed in the right-of-way. An updated map of any facilities that were relocated, if applicable, shall be provided within ninety (90) days.
- c. A permit is not required under subsection (1) if the activity in the public right-of-way consists exclusively of:
 - ii) A residential service connection on the same side of the public right-of-way, if the connection does not require a pavement cut; or
 - iii) The replacement of a single damaged pole.
- a. Unless approved by the Town Engineer, the owner or contractor shall not close any traffic lanes or otherwise impede rush hour traffic on major thoroughfares during the morning or evening rush hours on weekdays during the hours of 7:00 a.m. to 9:00 a.m. or 3:30 p.m. to 6:30 p.m. Any closure of a traffic lane for more than two hours during any non-peak traffic period shall also require a permit, unless waived by the Director.
- b. All construction and installation in the right-of-way shall be in accordance with the permit for the facilities. The Director shall be provided access to the work and to such further information as he or she may reasonably require to ensure compliance with the permit.
- c. A copy of the construction permit and approved engineering plans shall be maintained at the construction site and made available for inspection by the Director at all times when construction work is occurring.
- d. All construction work authorized by permit must be completed in the time specified in the construction permit. If the work cannot be completed in the specified time periods, the owner may request an extension of the time period from the Director. The Director will use his/her best efforts to approve or disapprove a request for permit as soon as possible. If the request for the extension is made prior to the expiration of the permit, work may continue while the request is pending.
- e. Construction, excavation, or work area. No owner or contractor shall perform construction, excavation, or work in an area larger or at a location different than that specified in the permit or permit application. If, after construction, excavation, or work is commenced under an approved permit, it becomes necessary to perform construction, excavation, or work in a larger or different area than originally requested under the application, the owner or contractor shall notify the Director immediately and, within twenty-four (24) hours, shall file a supplementary application for the additional construction, excavation, or work.
- f. A copy of any permit or approval issued by federal or state authorities for work in federal or state right-of-way located in the Town of Little Elm shall be provided, if requested by the department.

2. Permit application.

- a. The permit shall state to whom it is issued, location of work, location of facilities, dates and times work is to take place and any other conditions set out by the Director. If the owner fails to act upon any permit within ninety (90) calendar days of issuance, the permit shall become invalid, and the owner will be required to obtain another permit. No permit shall be transferable.
- b. The permit will be in the name of the person who will own the facilities to be constructed. The permit application must be completed and signed by a representative of the owner of the facilities to be constructed.
- c. Any person requesting a permit will provide the Director with documentation in the format specified by the department, at the time of permit submittal, describing:
- d. The proposed location and route of all facilities to be constructed or installed and the owner's plan for right-of-way construction.
- e. Three (3) sets of engineering plans, including plan and profile, which will be on a reasonable scale, acceptable to the department, unless waived by the Director. When required by the Texas Engineering Practice Act, as amended, the plans must be sealed by a professional engineer licensed to practice

- in the State of Texas.
- f. Detail of the location of all right-of-way and utility easements that owner plans to use.
- g. Detail of existing utilities located in the right-of-way, including the Town's utilities, in relationship to owner's proposed route.
- h. Detail of what owner proposes to construct including size of facilities, materials used, such as pipe size, number of ducts, valves, etc.
- i. Detail of plans to remove and replace asphalt or concrete in streets in accordance with exhibit A, standard specifications and details for restoration within public rights-of-way.
- j. Drawings of any bores, trenches, handholes, manholes, switch gear, transformers, pedestals, etc. including depth located in public right-of-way.
- k. Typical details of manholes and/or handholes owner plans to use or access.
- l. Complete legend of drawings submitted by owner, which may be provided by reference to previously submitted documents acceptable to the Town.
- m. The construction methods to be employed for the protection of existing structures, fixtures, and facilities within or adjacent to the right-of-way, and the dates and times work will occur, all of which (methods, dates, times, etc.) are subject to approval of the Director.
- n. Proof of insurance and bonds as required by section 90-161.
- o. A request for a permit must be submitted at least fifteen (15) business days before the proposed commencement of work identified in the request, unless waived by the Director.
- p. Requests for permits will be approved or disapproved by the Director within a reasonable time of receiving all the necessary information. The Director will use his/her best efforts to approve or disapprove a request for permit as soon as possible. The Director will consider all information submitted by the applicant including a review of the availability of space in the right-of-way based on the applicant's proposed route and location. The Director will provide a written notification of denial for rejected permits.
- q. The department or the owner can request a pre-construction meeting with the construction contractor.

Sec. 90-151. - Construction standards.

- 1) In general. All construction must be done in a good and workmanlike manner and in faithful and strict compliance with the permit, this article, other town ordinances, and the North Central Texas Council of Governments specifications relating to construction within the public right-of-way. The public service provider shall maintain the construction area in a manner that avoids health hazards, and hazards to vehicular and pedestrian traffic until the public right-of-way are permanently restored. Specific construction requirements are contained in the right-of-way construction and permitting procedures manual, as amended.
- 2) Abandonment. Facilities of a public service provider that are not conformed within the 120-day notice period or within the approved schedule will be deemed abandoned, and the town, and any person working under contract with the town, will not be liable for any damage to or destruction or removal of the facilities, or for any interruption or termination of service through the facilities, caused by the activity of the town, or its contractors, described in this article.
- 3) Alteration to landscape material. Any alteration to landscape material located within any public right-of-way requires prior notification to the adjacent property owner. No person shall cut, deface or in any way injure any landscape material located within a public median without prior approval from the parks and recreation department. Landscape material shall include, but is not limited to, canopy and ornamental trees, shrubs, ground cover, lawn, earthwork, and irrigation systems. Proper trimming of trees for overhead utility service is excluded from this subsection.
- 4) Alternate access. If a street or alley must be totally closed for any duration, the public service provider shall provide for reasonable alternative access to the adjacent properties at all times. If a

- sidewalk is to be closed or blocked for longer than one (1) day, the public service provider shall provide a reasonable alternative for pedestrian access. Sidewalks designated as school routes shall be open at all times, or a reasonable alternative shall be provided before work commences. Reasonable alternatives for sidewalks shall provide thirty-six (36) inches minimum surface width.
- 5) Barricades and warning signs. When making a pavement cut or excavation, or placing soils or excavated material in or along a public right-of-way, the public service provider shall place barricades, warning signs, and warning lights at the location sufficient to warn the public of the hazard of the open cut, excavation, spoils, or excavated material.
- 6) *Contractor's agent on site.* The contractor will maintain at all times on the job site a responsible person authorized to receive and relay instructions from the town.
- 7) Coordination. The public service provider has the exclusive responsibility to coordinate with other public service providers to protect all existing facilities in the public right-of-way in which the construction occurs. Acceptance of the plans and issuance of a permit does not constitute liability on the town's part for any damage to existing facilities.
- 8) Coverage area. All damage caused directly or indirectly to the public right-of-way surface or subsurface outside the construction area will be regarded as part of the construction and must be included in the total area repaired.
- 9) Emergency activity. Construction in the public right-of-way may commence prior to obtaining a permit if the public service provider determines a valid need to perform emergency activity. Immediate notice, including the reasons for the emergency activity, must be given to the Director. The public service provider shall provide a written description of the emergency activity required not later than the second business day following commencement of the emergency activity, and application for a permit must be made as soon as possible.
- 10) Emergency repair during construction. If the Director determines during construction that an emergency repair to a public right-of-way is necessary to correct a situation that is hazardous to the public, the Director shall immediately notify the public service provider. If the public service provider does not commence the emergency repair within 24 hours, the Director may, (with sole discretion) cause performance of such emergency repair work as is necessary to correct the hazardous situation. The public service provider shall reimburse the town for the actual direct and indirect cost of the work necessary to correct the hazardous situation. The public service provider shall maintain the emergency repair until the public service provider completes construction and final repairs.
- 11) Emergency repair for existing facility. If the Director determines that a problem with a public service provider's existing facility in a public right-of-way requires an emergency repair to correct a situation that is hazardous to the public, the Director shall immediately notify the public service provider. If the public service provider does not commence the emergency repair within 24 hours, the Director may, with sole discretion, cause performance of such emergency repair work as is necessary to correct the hazardous situation. The public service provider shall reimburse the town for the actual direct and indirect cost of the work necessary to correct the hazardous situation. The public service provider shall maintain the emergency repair until the public service provider completes construction and final repairs.
- 12) Excavated materials. The public service provider and any person responsible for construction shall protect the public right-of-way surface, and all existing facilities and improvements both above and below ground from excavated materials, equipment operations, and other construction activities. Particular attention must be paid to ensure that no excavated material or contamination

- of any type is allowed to enter or remain in a water or wastewater main or access structure, drainage facility, or natural drainage feature.
- 13) Excavation safety. On construction projects in which excavation will exceed a depth of five feet, the public service provider must have detailed plans and specifications for excavation safety systems. The term "excavation" includes trenches, structural or any construction that has earthen excavation subject to collapse. The excavation safety plan shall be designed in conformance with state law and Occupational Safety and Health Administration (OSHA) standards and regulations.
- 14) Locate extent of right-of-way. The public service provider has the exclusive responsibility to locate the extent of the public right-of-way. Acceptance of the plans and issuance of a permit does not constitute liability on the town's part for any facilities placed on private property. If facilities are placed on private property, it is the public service provider's responsibility to contact property owners and acquire easements.
- 15) Location flags. All locate flags shall be removed during the cleanup progress by the public service provider or his/her contractor, or subcontractor at the completion of the work.
- 16) Location of facilities. All facilities shall be constructed, installed and located in accordance with the following terms and conditions:
- 17) The public service provider shall use best efforts to install its facilities within its existing underground duct or conduit whenever excess capacity exists within such facility.
- 18) If installing overhead facilities, the public service provider shall use best efforts to utilize existing utility poles to the extent surplus space is reasonably available. If the installation of a new pole or poles is necessary, the number, location and installation of same shall be as designated by town.
- 19) Whenever any new or existing electric utilities, cable facilities, or telecommunications facilities are located or relocated underground within a public right-of-way, and the public service provider currently occupies overhead facilities in the same public right-of-way, the public service provider shall use best efforts to determine the feasibility of relocating its facilities underground concurrently.
- 20) In determining whether any requirement under this section is unreasonable or unfeasible, the town Manager or his designee shall consider, among other things, whether the requirement would subject the public service provider or other affected provider to an unreasonably increased risk of service interruption, to an unreasonably increased liability for accidents, to an unreasonable delay in construction or in the availability of its services, or to any other unreasonable technical or economic burden.
- 21) Newly constructed or overlayed streets.
- 22) No pavement cuts in newly constructed, reconstructed, or resurfaced (greater than one inch) asphalt streets may be made for 36 months after the substantial completion of the street work. With sole discretion, the Director may grant an exception based on the public service provider's written demonstration that the following criteria have been met:
 - a. Boring or jacking without disturbing the pavement is not practical due to physical characteristics of the street or alley or other utility conflicts;
 - b. Alternative utility alignments that do not involve excavating the street or alley are found to be impracticable; and
 - c. The proposed excavation cannot reasonably be delayed after the three-year deferment period has lapsed.
- 23) Exemptions for emergency operations. Emergency maintenance operations shall be limited to circumstances involving the preservation of life, property, or the restoration of customer service.

- Public service provider with prior authorization from the town engineer to perform emergency maintenance operations within the public rights-of-way shall be exempted from this section. Any public service provider commencing operations under this section shall submit detailed engineering plans, construction methods, and remediation plans no later than the next business day after initiating the emergency maintenance operation.
- 24) Protection of trees and landscaping. Each public service provider shall protect trees, landscape, and landscape features as required by the town and shall be responsible for supplemental maintenance and watering during construction and until restoration is complete. All protective measures shall be provided at the expense of the public service provider.
- 25) Protection of property. Each public service provider shall protect from injury any public rights-of-way and adjoining property by providing adequate support and taking other necessary measures. Public service provider shall, at its own expense, shore up and protect all buildings, walls, fences, or other property likely to be damaged during the work and shall be responsible for all damage to public or private property resulting from failure to properly protect and carry out work in the public rights-of-way.
- 26) Responsibilities. A public service provider shall:
- 27) Properly construct, install, repair, relocate, and/or upgrade its existing facilities within the public right-of-way; and
- 28) Repair or restore any damage to other facilities, the public right-of-way, or private property that occurs as a result of improper construction, installation, repair, relocation, or upgrade of the public service provider's facilities.
- 29) Restoration of right-of-way. A public service provider performing construction in the public right-of-way shall restore the public right-of-way to a condition that is equal to or better than the condition prescribed by the right-of-way construction and permitting procedures manual, as amended, and consistent with this article.
- 30) Settling of backfill. The Director shall notify the public service provider in writing if the backfill on a permitted pavement cut or excavation settles at any time during the two-year maintenance period, causing subsidence in the pavement of one-half inch or more, vertically measured in any three-foot horizontal direction. Upon notification, the public service provider shall commence repair work within ten days and notify the Director 24 hours in advance of commencement of the repair work. If the repair work is not commenced within ten days, the repair work may be performed by the town, and billed to the public service provider for compensation.
- 31) Signage. Three feet by three feet information signs stating the identity of the public service provider doing the work, telephone number a public service provider's identity and telephone number shall be placed at the location where construction is to occur 48 hours prior to the beginning of work in the right-of-way and shall continue to be posted at the location during the entire time the work is occurring. An informational sign will be posted on public right-of-way 100 feet before the construction location commences and each 100 feet thereafter, unless other posting arrangements are approved or required by the Director.
- 32) Time limit for open trenches, open pits or street cuts. Permanent repairs of utility cuts, open trenches, open pits, or street cuts in existing streets, alleys or easements will be completed by the public service provider within 30 calendar days of beginning the work. If a public service provider does not believe that it will be able to meet this schedule, the public service provider must contact the Director concerning an alternative schedule for the repairs. Any alternative schedule must be approved by the Director prior to the beginning of the work. The public service provider will be responsible for any maintenance of the repair for a period of two years after the repair is

- complete. Erosion control measures (e.g. silt fence) and advance warning signs, markers, cones and barricades must be in place before work begins.
- 33) Trenchless technology or boring.
- 34) The Director may require the use of trenchless technology or boring based on the following criteria:
 - a. It is in the best interest of the town;
 - b) It is technically, commercially, and economically feasible; and
 - c) It is not in violation of federal or state regulations or industry safety standards.
 - d) All concrete driveways and streets shall be bored rather than open cut. The length of the bore must be sufficient for meeting the fully improved (ultimate) roadway width as specified in the thoroughfare development plan if sufficient right-of-way exists. If the concrete street is subject to reconstruction within two years, or for other good cause, the Director may grant an exception upon request.
 - e) All boring by a public service provider along or across any right-of-way which contains an existing storm sewer or sanitary sewer must be checked with a camera upon completion of the boring activity. The camera recording must sufficiently record the storm sewer or sanitary sewer, and must demonstrate no damage has occurred to the existing storm sewer or sanitary sewer as a result of the boring activity. The camera recording of the existing storm sewer or sanitary sewer must be completed the same day the public service provider completes the boring activity. A copy of the camera recording must be delivered to the town's engineering department within 24 hours of completion of the boring activity.
- 35) *Two-year maintenance period*. All construction performed under any permit granted to a public service provider by the town under this article must be maintained to the satisfaction of the Director for two years after substantial completion of construction or repair.
- 36) Variances. Any variance from the requirements of this article must be approved in advance by the Director. The Director may grant a variance only if an extreme hardship exists and the public health, safety, welfare, and convenience are not adversely affected by granting the variance. The Director may not approve any variance that would give a competitive advantage to one public service provider over another public service providing the same or similar service. The Director may not grant a variance from the indemnity requirements.

Sec. 90-152. - As-built plans.

1) Right-of-way users will provide the Director with "as-built plans" within ninety (90) days of completion of facilities in the right-of-way. The plans shall be provided to the Town with as much detail and accuracy as required by the Director. All the requirements specified for the plans submitted for the initial permit, as set forth in section 13-24(b)(3) shall be submitted and updated in the "as-built plans." users which have facilities in the right-of-way existing as of the date of this article who have not provided "as built plans" shall provide one (1) quarter of the information concerning facilities in Town right-of-way within one (1) year after the passage of the article and one (1) quarter each six (6) months thereafter. The detail and accuracy will concern issues such as location, size of facilities, materials used, and any other health, safety and welfare concerns. Submittal of "as-built plans" shall be in digital format compatible with Town hardware and software or shall be subject to a conversion fee. Owner shall include one set of plans in a paper format.

- 2) If as-built plans submitted under this section include information expressly designated by the owner as a trade secret or other confidential information protected from disclosure by state law, the Director may not disclose that information to the public without the consent of the owner, unless otherwise compelled by an opinion of the attorney general pursuant to the Texas Public Information Act, V.T.C.A., Government Code chapter 552, as amended, or by a court having jurisdiction of the matter pursuant to applicable law. This subsection may not be construed to authorize an owner to designate all matters in its as-built plans as confidential or as trade secrets.
- 3) This requirement, or portions of this requirement, may be waived by the Director for good cause

Sec. 90-153. - Conformance with public improvements.

- 1) Whenever by reasons of widening or straightening of streets, sidewalks, water or sewer line projects, or any other Town project, it shall be deemed necessary by the governing body of the Town to remove, alter, change, adapt, or conform an owner's underground or overhead facilities within the right-of-way to another part of the right-of-way, such alterations shall be made by the owner of the facilities at the owner's expense (unless provided otherwise by state law, a franchise, a license or a municipal authorization until that grant expires or is otherwise terminated). The owner shall be responsible for conforming its facilities within mutually agreed upon time limits If no time limits can be agreed upon, the time limit shall be ninety (90) days from the day the Town secures any additional right-of-way and transmits final plans and notice to make the alterations. The owner of facilities shall be responsible for any direct costs associated with project delays associated with failure to conform facilities within the mutually agreed upon time limits Reimbursement for all costs provided for by this paragraph shall be made within thirty (30) calendar days.
- 2) An owner may trim trees in or over the public rights-of-way for the safe and reliable operation, use and maintenance of its facilities. All tree trimming shall be performed in accordance with standards promulgated by the national arborist association and the international society of arbor culture. Should the owner, its contractor or agent, fail to remove such trimmings within twenty-four (24) hours, the Town may remove the trimmings or have them removed, and upon receipt of a bill from the Town, the owner shall promptly reimburse the Town for all costs incurred within thirty (30) calendar days.
- 3) An owner shall temporarily remove, raise or lower its aerial facilities to permit the moving of houses or other bulky structures. The owner shall temporarily remove, raise or lower its aerial facilities within fifteen (15) working days of receiving a copy of a permit issued by the Town. The expense of these temporary rearrangements shall be paid by the party or parties requesting and benefiting from the temporary rearrangements. The owner may require prepayment or prior posting of a bond from the party requesting the temporary move.

Sec. 90-154. - Improperly installed facilities.

- 1) Any owner doing work in the Town right-of-way shall properly install, repair, upgrade and maintain facilities.
- 2) Facilities shall be considered to be improperly installed, repaired, upgraded or maintained if:

- 3) The installation, repair, upgrade or maintenance endangers people or property;
- 4) The facilities do not meet the applicable Town codes;
- 5) The facilities are not capable of being located using standard practices;
- 6) The facilities are not located in the proper place at the time of construction in accordance with the directions provided by the department or the plans approved by the department.

Sec. 90-155. - Location of utility structures.

- 1) Utility structures not exceeding twenty (20) cubic feet are allowed in the right of way or utility easements, subject to available room and located as approved by the Director. The placement of utility structures larger than twenty (20) cubic feet, but not exceeding thirty (30) cubic feet will be reviewed on a case by case basis by the Director. Such structures shall not encroach within a sidewalk area, including a vertical clearance of 7.5 feet above the sidewalk or within the sight visibility area.
- 2) Utility structures larger than thirty (30) cubic feet shall be located as close as practical to the back of a public or private utility easement and subject to available room and located as approved by the Director.
- 3) Above-ground facilities such as pedestals, switching boxes and similar facilities shall be located no less than three (3) feet from the edge of an alley or the back of street curbs and such that they do not create a physical or visual barrier to vehicles leaving or entering roads, driveway or alleys. They shall also not be located in front of residential lots creating an unreasonable visual or aesthetic impairment for the property owner.
- 4) The owner's identity and telephone number shall be placed on all utility structures placed in the rights-of-way.

Sec. 90-156. - Restoration of property.

- 1) Owners shall restore property affected by construction of facilities to a condition that is equal to or better than the condition of the property prior to the performance of the work. Owners shall submit photographs and/or a video of the construction area at the time of the issuance of the permit. Restoration must be approved by the department.
- 2) Restoration must be made within ten (10) working days of completion of trench backfill for a length of three hundred (300) feet, or within the limits of one Town block, unless otherwise approved by the Director. If restoration is not satisfactory and performed in a timely manner, after written notice, then all work in progress, except that related to the problem, including all work previously permitted but not complete may be halted and a hold may be placed on any future permits until all restoration is complete.
- 3) Upon failure of an owner to perform such restoration, and five (5) days after written notice has been given to the owner by the Town, and in the event restoration has not been initiated during such five-day period, the Town may repair such portion of the public rights-of-way as may have been disturbed by the owner, its contractors or agents. Upon receipt of an invoice from the Town, the owner will reimburse the Town for the costs so incurred within thirty (30) calendar days from the date of the Town invoice.
- 4) If the Town determines that the failure of an owner to properly repair or restore the public rights-of-way constitutes a safety hazard to the public, the Town may undertake emergency

repairs and restoration efforts, after emergency notice has been provided, to the extent reasonable under the circumstances. Upon receipt of an invoice from the Town, the owner shall promptly reimburse the Town for the costs incurred by the Town within thirty (30) calendar days from the date of the Town invoice. If payment is not received within the thirty (30) calendar days, the Town shall initiate a claim for compensation with the appropriate bonding company.

- 5) Should the Town reasonably determine, within two (2) years from the date of the completion of the repair work, that the surface, base, irrigation system or landscape treatment requires additional restoration work to meet the standards of subsection (a), an owner shall perform such additional restoration work to the satisfaction of the Town, subject to all Town remedies as provided herein.
- 6) Restoration must be to the reasonable satisfaction of the department. The restoration shall include, but not be limited to:
- 7) Replacing all ground cover with the type of ground cover damaged during work to a condition equal to or better either by sodding or seeding, or as directed by the department;
- 8) Adjusting of all manholes and handholes, as required;
- 9) Backfilling all bore pits, potholes, trenches or any other holes shall be completed daily, unless other safety requirements are approved by the department. Holes with only vertical walls shall be covered and secured to prevent entry. If bore pits, trenches or other holes are left open for the continuation of work, they shall be fenced and barricaded to secure the work site as approved by the department;
- 10) Leveling of all trenches and backhoe lines;
- 11) Restoration of excavation site to Town specifications;
- 12) Restoration of all paving, sidewalks, landscaping, ground cover, trees, shrubs and irrigation systems.
- 13) Removal of all locate flags during the clean up process by the owner or his/her contractor at the completion of the work.

Sec. 90-157. - Revocation or denial of permit.

If any of the provisions of this ordinance are not followed, a permit may be revoked by the Director or designee. If a person has not followed the terms and conditions of this article in work done pursuant to a prior permit, new permits may be denied or additional terms required. Revocation shall be effective upon the expiration of fifteen (15) days after written notice of the violation(s), unless cured during that period, except for violations which pose a threat to public safety or health, for which the revocation will be immediate upon delivery of written notice.

Sec. 90-158. - Appeals.

- 1) Applicability. Appeals may be filed pursuant to this section for decisions of the Director related to the denial, suspension, or revocation of a permit. However, the appeal process provided by this section shall not be available for criminal violations of this article.
- 2) Appeal to Town Manager. A permittee may appeal decisions referred to in subsection a above by filing a written appeal with the Town Manager within seven (7) working days of receipt of denial, suspension, or revocation of the permit. An appeal filed pursuant to this section shall specifically state the basis for the aggrieved party's challenge to the Town's authority under this article.
- 3) Issuance of decision by Town Manager. Decisions of the Town Manager shall be issued within five (5) working days of receipt of the written appeal. Decisions of the Town Manager shall be final.

Sec. 90-159. - Penalty for violation.

Any person, firm or corporation violating any of the provisions or terms of this article shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined a sum not exceeding two thousand dollars (\$2,000.00) for each violation, and each day that such violation shall continue to exist constitutes a separate offense.

Sec. 90-160. – Indemnity

- 1) Each owner placing facilities in the public rights-of-way shall promptly defend, indemnify and hold the Town harmless from and against all damages, costs, losses or expenses (i) for the repair, replacement, or restoration of Town's property, equipment, materials, structures and facilities which are damaged, destroyed or found to be defective as a result of the owner's acts or omissions, (ii) from and against any and all claims, demands, suits, causes of action, and judgments for (a) damage to or loss of the property of any owner (including, but not limited to the owner, its agents, officers, employees and subcontractors, Town's agents, officers and employees, and third parties); and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any owner (including, but not limited to the agents) arising out of, incident to, concerning or resulting from the negligent or willful act or omissions of the owner, its agents, employees, and/or subcontractors, in the performance of activities pursuant to this article.
- 2) This indemnity provision shall not apply to any liability resulting from the negligent or willful acts of the Town, its officers, employees, agents, contractors, or subcontractors.
- 3) The provisions of this indemnity are solely for the benefit of the Town and is not intended to create or grant any rights, contractual or otherwise, to any other owner or entity.

Sec. 90-161. - Insurance requirements.

General.

- An owner must provide acceptable proof of insurance in the total amount required by this section for permits for construction within public rights-of-way, or make other provisions acceptable to the Director.
- 2) The coverage must be on an "occurrence" basis and must include coverage for personal injury, contractual liability, premises liability, medical damages, underground, explosions and collapse hazards.
- 3) Each policy must include a cancellation provision in which the insurance company is required to notify the Town in writing not fewer than thirty (30) days before canceling, failing to renew, or reducing policy limits
- 4) The owner shall file the required original certificate of insurance prior to the issuance of a permit. The certificate shall state the policy number; name of the insurance company; name and address of the agent or authorized representative of the insurance company; name, address and telephone number of insured; policy expiration date; and specific coverage amounts.
- 5) Owner shall file an annual surety bond, which will be valid for one (1) full year, from a surety company authorized to do business in the State of Texas in the amount equal to the estimated amount of the cost to restore the right-of-way for the work anticipated to be done in that year, in the event the owner leaves a job site in the right-of-way unfinished, incomplete or unsafe. Owner may make other provisions, in lieu of a bond, as acceptable to the Director. The Director may waive the requirement if the owner submits documentation, in a form acceptable to the Town attorney, that demonstrates the owner has assets in excess of ten million dollars (\$10,000,000.00).
- 6) Owner shall file a maintenance bond for twenty-five (25) percent of the cost of restoring the right-of-way for the preceding year. Said bond shall be in force for two (2) years. Owner may make other provisions, in

- lieu of a bond, as acceptable to the Director. The Director may waive the requirement if the owner submits documentation, in a form acceptable to the Town attorney, that demonstrates the owner has assets in excess of ten million dollars (\$10,000,000.00).
- 7) The above requirements (1--6) may be met by utilities with a current franchise, license or municipal authorization if their current franchise, license or municipal authorization adequately provides for insurance or bonds or provides an indemnity in favor of the Town.
- 8) The Town will accept certificates of self-insurance issued by the State of Texas or letters written by the agency in those instances where the state does not issue such letters, which provide the same coverage as required herein. However, certificates of self-insurance must be approved in advance by the risk Manager for the Town.
- 9) An insurer has no right of recovery against the Town. The required insurance policies shall protect the agency or public infrastructure contractor and include the Town as an additional insured. The insurance shall be primary coverage for losses covered by the policies.
- 10) Each policy must include a provision that requires the insurance company to notify the Town in writing at least thirty (30) days before canceling or failing to renew the policy or before reducing policy limits or coverage's.

 Insurance requirements.
- 1) Owners. Each owner applying for a permit shall obtain, maintain, and provide proof of the each of the following types of insurance and coverage limits:
- 2) Commercial general liability on an occurrence form with minimum limits of five million dollars (\$5,000,000.00) per occurrence and ten million dollars (\$10,000,000.00) aggregate. This coverage shall include the following:
- 3) Products/completed operations to be maintained for one (1) year;
- 4) Personal and advertising injury;
- 5) Owners and contractors protective liability; and
- 6) Explosion, collapse, or underground (XCU) hazards.
- 7) Automobile liability coverage with a minimum policy limits of one million dollars (\$1,000,000.00) combined single limit this coverage shall include all owned, hired and non-owned automobiles.
- 8) Workers compensation and employers liability coverage. Statutory coverage limits for coverage A and five hundred thousand dollars (\$500,000.00) coverage B employers liability is required.
- 9) Contractors and sub-contractors. Each contractor and sub-contractor applying for a permit shall obtain, maintain, and provide proof of insurance for the same types of insurance coverages outlined in subsection 1 above; however, the policy limits under the general liability insurance shall be one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. All other coverages provisions outlined in subsection 1 above shall apply.
- 10) An owner or contractor that has registered and filed proof of insurance under section 13-23 of this article is not required to furnish separate proof of insurance under this section when obtaining a permit but must comply with all other requirement of this section.

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: January 3, 2012

PROJECT: Determining Rules of Procedures for Public Hearings and

Presentations and Announcement.

DESCRIPTION: This item was discussed at the December 13th workshop.

Regarding the need to officially adopt as Rules of Procedure.

COST: N/A

FUNDING: N/A

SCHEDULE: January 3, 2012.

RECOMMENDED

ACTION: Approval of Ordinance No. 1094 an Ordinance of the Town

Council of the Town of Little Elm, Texas, determining the Rules

of Procedure for Public Hearings and Presentations and Announcements; providing for a severability clause; and

providing for an immediate effective date.

ATTACHMENT: Copy of Ordinance No. 1094

TOWN CONTACT: Town Manager @ 214-975-0405

TOWN OF LITTLE ELM, TEXAS

ORDINANCE NO. 1094

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, DETERMINING RULES OF PROCEDURE FOR PUBLIC HEARINGS, PRESENTATIONS AND ANNOUNCEMENTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, Section 3.06 of the Town's Home Rule Charter ("Charter") provides that the Town Council "shall determine its own rules of procedure"; and

WHEREAS, the Town Council has determined that it should adopt and implement procedures for presentations and announcements made by the public, as well procedures for public hearings conducted by the Town Council; and

WHEREAS, the Town Council has determined that the adoption and implementation of such procedures will provide clarity and certainty for the public, as well as promote a civil and orderly democratic process that is in the best interest of the Town.

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

Section 1. Findings.

That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

Section 2. Public Hearing Procedures.

Pursuant to Section 3.06 of the Charter, the Town Council hereby adopts the following public hearing procedures, which procedures shall be printed and made available at all Town Council meetings by use of a form approved by Town staff:

"PUBLIC HEARING PROCEDURES

The purpose of a public hearing is for Council to receive the public's input on various issues that come before this Council. Council member's role in a public hearing is to listen. We recognize not everyone is going to agree as we all have differing opinions on a variety of issues; but at the same time we expect everyone to respect the rights of one another to speak up.

1. All individuals wishing to speak are required to sign in; if you have not done so; please pick up and fill out the Public Hearings Speakers form, and deliver the completed form to the Town Secretary.

- 2. The Town Council will first hear the Town staff comments followed by the applicant's presentation, if present. The Town Council may question staff or applicant at this time.
- 3. The Mayor will call up to the podium those individuals from the audience who have signed up to speak. All speakers are asked to direct their comments to the Town Council, not to the audience, and give your courteous attention to other speakers, regardless of their views. Don't applaud or indicate pleasure or displeasure with anyone's remarks.
- 4. All speakers are to begin by stating their full name and home address for the record.
- 5. All speakers will keep their remarks to the matter on the agenda. Speakers are asked to indicate whether they are "Pro" or Con", when appropriate, to the issue they are addressing.
- 6. Any questions raised by a speaker will be addressed after everyone has been given a chance to speak.
- 7. All speakers are given 3 minutes to speak and may address the Council only once. Speakers will not be allowed to cede time to another speaker. Homeowner's Associations/Large groups are encouraged to designate a spokesperson. Such groups may designate one spokesperson to speak on its behalf with a maximum time of ten (10) minutes.
- 8. Town staff, Town Council and/or the applicant will then be given time to address any remarks or questions raised by the speakers.
- 9. During the public hearing, we ask EVERYONE to show each other mutual respect. As a courtesy to others, please be brief in your comments and refrain from being repetitive of the remarks made by previous speakers. The most effective and useful comments are those which focus directly on the issues under consideration and which may even offer possible solutions or alternatives.
- 10. The public hearing will then close.
- 11. Members of the Public who constitute the Gallery during a Public Hearing:
 - Shall maintain order and quiet.
- Shall not applaud of otherwise interrupt any speech or action of the members of Council, or any other person addressing Council
- No placard, banners, or signs will be permitted in the Town Council Chamber or any other room in which the Town Council is meeting. Exhibits, displays, and visual aids used in connection with presentations to the Town Council, however, are permitted.

The Mayor (or the Chair) may cause to be expelled and excluded any person who creates any disturbance, acts improperly, or refuses to follow this procedure during a meeting.

Immediately following the close of the Public Hearing, the Council will then take up the item for discussion as shown on the agenda."

Section 3. Presentation and Announcement Procedures.

Pursuant to Section 3.06 of the Charter, the Town Council hereby adopts the following presentation and announcement procedures, which procedures shall be printed and made available at all Town Council meetings by use of a form approved by Town staff:

"PRESENTATION AND ANNOUNCEMENT PROCEDURES

Persons may address the Town Council on any issue. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. Please observe the time limit of three (3) minutes. In accordance with the State of Texas Open Meeting Act, the Council may not comment or deliberate such statements during this period, except as authorized by Section 551.072, Texas Government Code

- 1. All individuals wishing to speak are required to sign in; if you have not done so; please pick up and fill out the Presentation and Announcement Speakers form, and deliver the completed form to the Town Secretary.
- 2. The Mayor will call up to the podium those individuals from the audience who have signed up to speak. All speakers are asked to direct their comments to the Town Council, not to the audience.
- 3. All speakers are to begin by stating their full name and home address for the record.
- 4. All speakers are given 3 minutes to speak and may address the Council only once. Speakers will not be allowed to cede time to another speaker. Homeowner's Associations/Large groups are encouraged to designate a spokesperson. Such groups may designate one spokesperson to speak on its behalf with a maximum time of ten (10) minutes.
- 5. The Presentations and Announcements will then close.
- 6. Members of the Public who constitute the Gallery during the Presentations and Announcements:
 - Shall maintain order and quiet.
- Shall not applaud of otherwise interrupt any speech or action of the members of Council, or any other person addressing Council
- No placard, banners, or signs will be permitted in the Town Council Chamber or any other room in which the Town Council is meeting. Exhibits, displays, and visual aids used in connection with presentations to the Town Council, however, are permitted.

7. In accordance with the State of Texas Open Meeting Act, the Council may not comment or deliberate such statements during this period, except as authorized by Section 551.072, Texas Government Code

The Mayor (or the Chair) may cause to be expelled and excluded any person who creates any disturbance, acts improperly, or refuses to follow this procedure during a meeting."

Section 4. Severability Clause.

If any word, section, article, phrase, paragraph, sentence, clause, or portion of this Ordinance or application thereto to any person or circumstance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance; and the Town Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity which remaining portions shall remain in full force and effect.

Section 5. <u>Effective Date</u>.

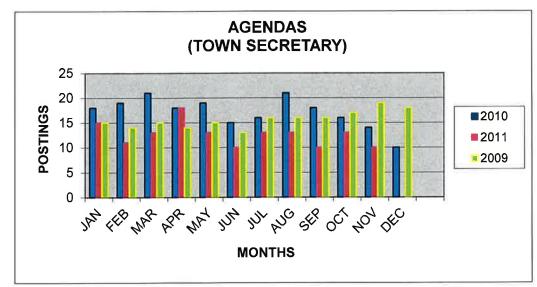
This Ordinance shall take effect immediately upon its adoption in accordance with and as provided by law and the Town Charter.

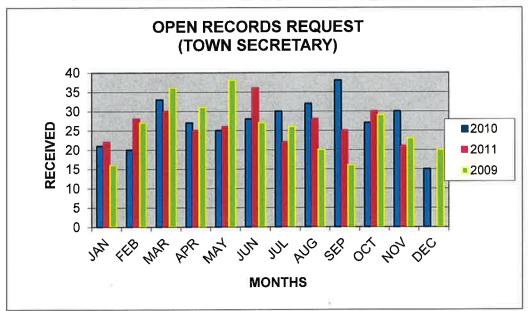
PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas this the 3rd day of January, 2012.

	Charles Platt, Mayor	
ATTEST:		
Kathy Phillips, Town Secretary		
APPROVED AS TO FORM:		
Robert F. Brown, Town Attorney		

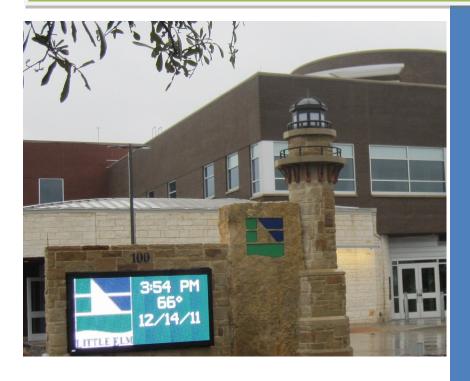
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JAN	18	15	15
FEB	19	11	14
MAR	21	13	15
APR	18	18	14
MAY	19	13	15
JUN	15	10	13
JUL	16	13	16
AUG	21	13	16
SEP	18	10	16
OCT	16	13	17
NOV	14	10	19
DEC	10		18
	2010	2011	2009
JAN	2010	22	16
FEB	20	28	27
MAR	20	30	36

	2010	2011	2009
JAN	21	22	16
FEB	20	28	27
MAR	33	30	36
APR	27	25	31
MAY	25	26	38
JUN	28	36	27
JUL	30	22	26
AUG	32	28	20
SEP	38	25	16
OCT	27	30	29
NOV	30	21	23
DEC	15		20



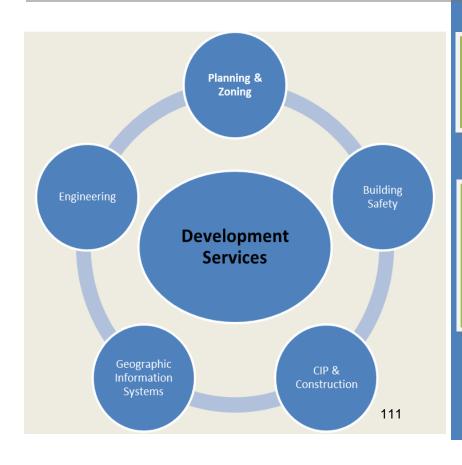


November, 2011





Monthly Development Report



The Town with a Lake Attitude

Town of Little Elm
Development Services Department
100 W. Eldorado Parkway
Little Elm, TX 75068
214-975-0472

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PLANNING AND ZONING















Commercial Projects 2011:

Rosebriar Retail Shell 1: awaiting final inspections with anticipated opening date of December, 2011 Rosebriar Retail Shell 2: awaiting final inspections with anticipated opening date of December, 2011

QuikTrip: pending Building Permit approval (Fire)

Aldi: under construction with anticipated opening date of Spring, 2012

Lobo Fueling Center: Building Permit ready for pickup

New Life Community Church: under construction with anticipated opening date in 2012

All-Storage Expansion (380): under construction with anticipated opening date in 2012

Brakes Plus: pending Building Permit approval (Planning, Fire, Building, Engineering)

Race Trac: site plan approved September, 2011

Residential Projects 2011:

Frisco Hills I (181 residential lots): under construction

Frisco Ranch Phase 4B (54 residential lots): construction expected to begin 2012

Paloma Creek South Phase 12 (72 residential lots): construction expected to begin 2012

Paloma Creek South Phase 3 (126 residential lots): construction expected to begin late 2011

Sunset Pointe Phase 22 (47 residential lots): construction expected to begin late 2011

Completed Projects 2011:

Applebee's: opened February, 2011 Kroger Gas: opened September, 2011

Kroger: opened October, 2011

Sunset Pointe Phase 19C (70 residential lots): opened July, 2011

Frisco Ranch Phase 4A (77 residential lots): opened August, 2011

Sunset Pointe Phase 21 (53 residential lots): 150 pened September, 2011



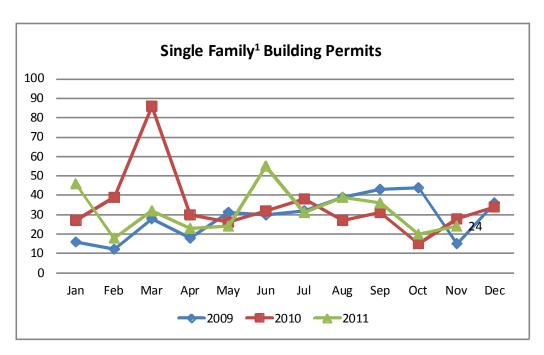
PLANNING AND ZONING

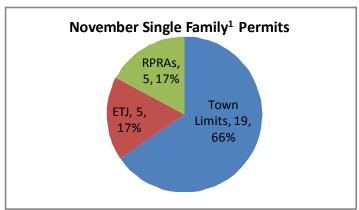
Planning Cases				
Case Type	2009	<u>2010</u>	<u>2011</u>	
Plats	15	19	14	
Site Plans	10	8	15	
Rezonings	6	2	6	
PDs	4	1	2	
SUPs	8	8	1	
Annexations	1	0	1	
Variances (BOA)	1	0	1	
Ordinances	12	11	11	
Special Projects	5	4	17	
DRC Meetings	48	44	54	
TOTAL	110	97	122	

Single-Family Lots Created		
YEAR	# LOTS	
2009	8	
2010	80	
2011	202	



BUILDING SAFETY



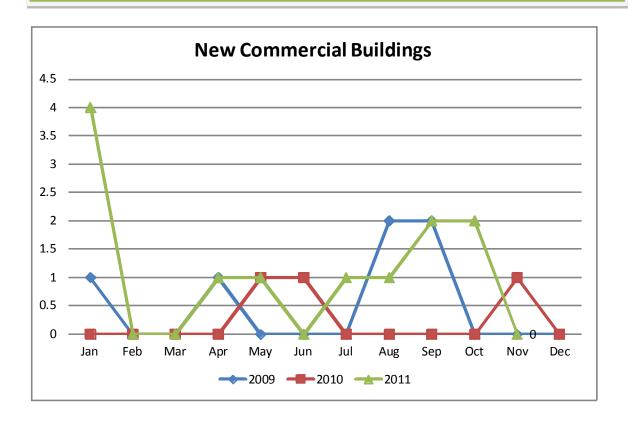


Category	Description	Nov.	2011
SF Permits (Town)	Full Review SF Permits within Little Elm	19	273
SF Permits (ETJ)	Full Review SF Permits within ETJ (Paloma Creek)	5	75
RPRAs	Residential Plan Review Approvals (Frisco Ranch)	5	99
Total	New Residential Units	29	447

¹¹⁵ Single Family Permits are categorized as new single-family, two-family, model homes, and manufactured homes.



BUILDING SAFETY

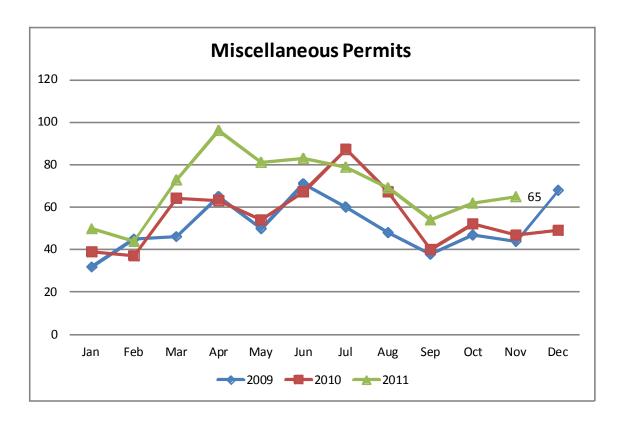


New Commercial Businesses		
<u>Year</u>	<u># of Businesses</u>	
2009	58	
2010 27		
2011	40	

Includes New Commercial Buildings, New Commercial Finish-Outs, and Commercial Tenant Changes. Excludes New Commercial Shells.



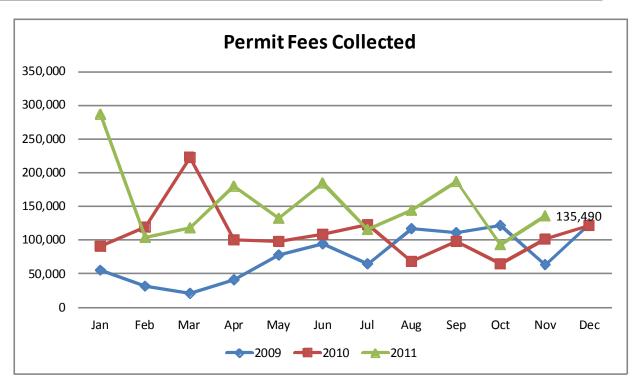
BUILDING SAFETY



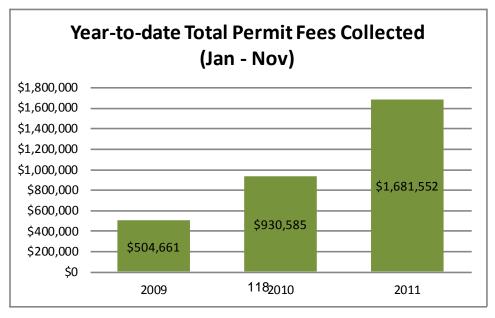
Miscellaneous Permits Include: Additions, Remodels, Fences, Irrigation, Patio Covers, Pools, Signs, Accessory Structures, Electrical, Plumbing, Mechanical, Demolition, Foundation, Grading, Septic, etc.



DEVELOPMENT SERVICES

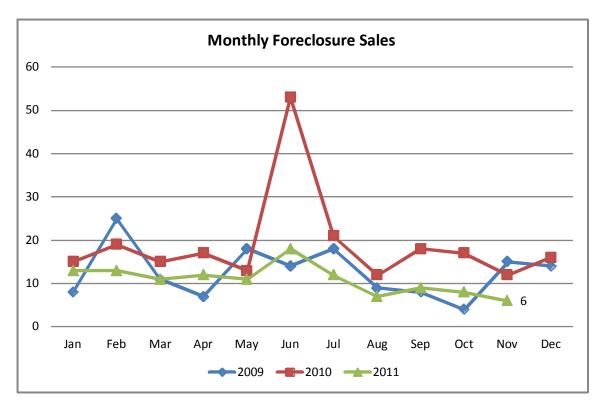


Permit Fees Collected Includes: All Building Permits, Inspection Fees, Contractor Registrations.





DEVELOPMENT SERVICES



Source: Denton Central Appraisal District.

	•	Active Comn	nercial Projects	
Tenant Name	Project Type	Permit Date	Site Address	Status
Southern Fastening Systems	Addition or Remodel	7/1/201:	1 26772 E US Hwy 380 Ste No. A	Under Construction
Town of Little Elm Public Safety Building	New Commercial Building	1/27/2013	1 88 W Eldorado Pkwy.	Under Construction
Town of Little Elm Community Center	New Commercial Building	7/19/2013	1 303 Main St.	Under Construction
The Town of Little Elm Senior Center	New Commercial Building	8/16/2013	1 301 Main St.	Under Construction
Town of Little Elm Streetscape and Lighting	New Commercial Building	5/10/2013	1 100 W Eldorado	Under Construction
Aldi	New Commercial Building	9/13/2013	1 2650 Little Elm Pkwy.	Under Construction
Lobo Fueling Center	New Commercial Building	Not Issued	d 500 W Eldorado Pkwy.	In Review
New Life Community Church	New Commercial Building	9/8/2013	1 25631 Smotherman Rd.	Under Construction
QuikTrip	New Commerical Building	Not Issued	d 2181 FM 423	In Review
All Storage Ltd	New Commercial Building	10/21/2013	1 26740 E U.S. 380	Under Construction
Fred Meyer Jewelers	New Commercial Finish-out	6/9/2013	1 2721 Little Elm Pkwy.	Awaiting Final Inspection
Empress Nails	New Commercial Finish-out	8/16/2013	1 2701 Little Elm Pkwy. Bldg No. 6A Ste No. 105	Awaiting Final Inspection
Rosebriar Marketplace	New Commercial Finish-out	9/19/2013	1 2701 Little Elm Pkwy. Bldg No. 6A Ste No. 95	Awaiting Final inspection
White Tiger Karate	New Commercial Finish-out	11/21/2013	1 2701 Little Elm Pkwy. Bldg No. 6A Ste No. 130	Under Construction
Rosebriar Marketplace	New Commercial Shell	2/18/2013	1 2701 Little Elm Pkwy. Bldg No. 6A	Awaiting Final Inspection
Rosebriar Marketplace	New Commercial Shell	2/18/2013	1 2721 Little Elm Pkwy. Bldg No. 2	Awaiting Final Inspection
Lobo Fueling Center	New Commercial Site	11/7/2013	1 500 W Eldorado Pkwy.	Under Construction

Restaurant Health Scores

Current Scores				
Business Name	Address	Grade	Date Last Inspected	
7-11 Convenience Store #33264	8999 FM 423	96	5/23/2011	
7-11 Convenience Store #34010	1005 E. Eldorado Pkwy	95	6/29/2011	
7-11 Convenience Store #39164	26730 US Hwy 380 East	100	6/17/2011	
Applebee's Neighborhood Bar & Grill	2672 FM 423	96	6/22/2011	
Bakers Dozen Donuts	2785 E. Eldorado Pkwy #110	100	5/23/2011	
Baskin Robbins Ice Cream Store	2700 E. Eldorado Pkwy Ste 103	96	6/22/2011	
Burger King	2770 E. Eldorado Pkwy	100	6/22/2011	
Chicken Express	904 W. Eldorado Pkwy	100	5/25/2011	
Cici's Pizza To Go	2700 E. Eldorado Pkwy Ste 407	100	5/23/2011	
Courtesy Convenience Store	101 FM 423	100	5/11/2010	
CVS Pharmacy #8336-01	2591 FM 423	100	6/22/2011	
Dickey's BBQ	2587 FM 423 Ste 100	100	6/29/2011	
DJ Donuts	407 W. Eldorado Pkwy #110	97	5/25/2011	
Dollar General	416 W. Eldorado Pkwy	93	5/27/2011	
Dollar Tree	2700 E. Eldorado Pkwy Ste 200	97	5/23/2011	
Domino's Pizza	2405 FM 423 # 500	100	5/23/2011	
Eldorado Meat Market	1000 E. Eldorado Pkwy Ste 190	90	6/28/2011	
Fluffy Donuts	1104 W. Eldorado Pkwy #102	97	5/24/2011	
Habenero's Bar & Grill	129 Main St	95	8/18/2011	
Hong Kong Express	2405 FM 423 #200	100	5/23/2011	
Hot Wok Café	2763 E. Eldorado #130	96	7/28/2011	
Joe's Pizza, Pasta, & Subs	2765 E. Eldorado Pkwy Ste 220	86	6/22/2011	

Restaurant Health Scores

Current Scores				
Business Name	Address	Grade	Date Last Inspected	
Johnny Joe's	102 Lobo Ln.	96	5/27/2011	
Key's Grocery	407 W. Eldorado Pkwy #11	92	8/2/2011	
KFC/LJS Restaurant	2801 E. Eldorado Pkwy	100	6/22/2011	
Kobe Steak and Sushi	2832 E. Eldorado Ste 208	96	7/28/2011	
Lakeview Grocery	1104 W. Eldorado Pkwy	96	5/24/2011	
Lighthouse Grill-Little Elm Park	704 B W. Eldorado Pkwy	100	6/8/2010	
Los Charros	2763 E. Eldorado #105	100	6/22/2011	
Los Jalepenos	420 E. Eldorado Pkwy	91	8/17/2011	
Marble Slab Creamery	2831 E. Eldorado Ste 102	97	5/24/2011	
Mary's Bakery & Taqueria	800 W. Eldorado Pkwy Ste 127	92	5/25/2011	
McDonald's Restaurant	2670 FM 423	100	6/22/2011	
Mexi-go Restaurant	2831 E. Eldorado Pkwy Ste 112	87	5/24/2011	
Mooyah Burgers & Fries	2587 FM 423 Ste 401	100	5/24/2011	
Mr. Jim's Pizza	800 W. Eldorado Pkwy Ste 1181	100	6/25/2011	
Orange Leaf Yogurt	2832 E. Eldorado Pkwy #207	100	5/24/2011	
Palio's Pizza	2832 E. Eldorado Ste 201	96	5/24/2011	
Papa John's Pizza	2650 King Road #100	90	5/23/2011	
Pick 6 Bar & Grill	2833 E. Eldorado Pkwy Ste 301	100	5/19/2011	
Pick 6 Bar & Grill	2833 E. Eldorado Pkwy Ste 301	100	5/19/2011	
Popeyes Restaurant	2770 E. Eldorado Pkwy	93	6/22/2011	
Posey BBQ	1900 W. FM 720	100	6/28/2011	
Roma's Italian Restaurant	1725 E. Eldorado Pkwy	96	6/29/2011	

Restaurant Health Scores

	Current Scores				
Business Name	Address	Grade	Date Last Inspected		
Schmitty's	407 W. Eldorado Pkwy #1	100	8/10/2011		
Sonic Drive In	900 W. Eldorado Pkwy	96	5/25/2011		
Sonny Donut	2405 FM 423 Ste 450	90	5/23/2011		
Sonny Donuts #10	1000 E. Eldorado Pkwy Ste 110	100	5/27/2011		
Sonny Donuts #8	2650 King Rd. #300	90	5/23/2011		
Starbucks Coffee House	2831 E. Eldorado Suite 101	97	5/24/2011		
Subway	407 W. Eldorado Pkwy #120	100	5/25/2011		
Subway #38746	2700 E. Eldorado Pkwy #404	100	5/23/2011		
Taco Bell	2589 FM 423	100	6/22/2011		
Taco Delite	896 W. Eldorado Pkwy	100	5/25/2011		
Taqueria San Luis	26635 US Hwy 380 East	88	6/17/2011		
The Lion's Den	2700 E. Eldorado Pkwy Ste 250	100	6/28/2011		
Tutti Frutti Yogurt	2785 E. Eldorado Pkwy #115	97	6/22/2011		
Walgreens #11320	2774 E. Eldorado Pkwy	100	6/22/2011		
Water's Edge Café	800 W. Eldorado Pkwy Ste 126	100	5/25/2011		

Grade A (90 to 100) Grade C (70 to 79) Grade B (80 to 89) Grade D (less than 70)

CIP FAST FACTS

December 2, 2011



Little Elm Projects

Community Recreation Center – This week, the contractor continues erecting the tilt wall panels and setting structural steel. All but two panels have been erected. Next week, due to the dangerous nature of erecting steel and tilt wall panels, no other trades will be allowed to work on the building site until the steel erection is completed. Steel erection is expected to take no more than 20 more days. The schedule on this project indicates a May 2012 completion date.

Senior Center – This week, the masons laid brick along the south and west elevations, the drywall sub-contractor worked installing drywall, the roofing sub-contractor continued with the metal roof system, and the mechanical sub-contractor continued hanging ductwork.

Next week, the masons will continue working on the south elevation, the drywall sub-contractor should be complete with the drywall installations and will begin taping and bedding. Additionally, the metal roofing sub-contractor should complete by the end of next week, the mechanical sub should also be completing the overhead ductwork. The schedule on this project now indicates that this building will be complete by March 2012.

Public Safety Center – This week, many of the activities are nearing completion as they should. A problem has arisen with the concrete on the Apparatus bay floor. The concrete on the Apparatus Bay floor has developed significant cracking. This is the area that the fire trucks and other apparatus will be parked and stored. Staff is currently working with the concerned parties on options dealing with the cracked concrete.



Carpet installation is nearing completion in the main building. The electrician installed parking lot lighting and is nearly complete with the interior electrical work. Work is complete on the terrazzo flooring in the Rotunda / Lobby, and staining of the soffit tongue and grove wood was completed as well. Interior trim work including: wall protection (red oak gun rail), low voltage communication trim out, slide poles, and counter tops and sinks, all continue and will be complete next week. The sub-contractor continues with the perimeter stone and wrought iron fence work. Additionally, the landscaping sub-contractor has begun work installing top soil and installing irrigation. Next week, Staff has scheduled a punch list walk through for the Police Department on Monday and for the Fire Department on Friday. Additionally, landscaping will continue as will the installation of the cast aluminum exterior sign letters.

Animal Shelter – Staff met with the architect last week and went over the plans to date. Several comments were made and the architect will continue with the development of the construction documents. The next meeting with the Town Staff and the architect will be to discuss the 95% construction documents on December 13th. The agreed schedule has final plans being ready to bid after the holidays (within the first 10 days of the year), and if that process goes as scheduled the Town could award a construction contract at the 2nd Council meeting on January 18th, 2012. Staff will meet with the architect to review progress to date on December 8th.

Little Elm Library Remodel – Staff has been meeting with the design consultant bi-weekly reviewing the design progress of the Library remodel. Refinement of the plan has continued based on discussions relative to collections, spaces, and equipment needs. Staff is also working with the construction manager at risk in reviewing the construction documents to date and preliminary pricing based on the current design. The Library remodel will be phased in its construction efforts based on the relocation of the Police Department to the new facility; reconfiguration of the second floor of the Town Hall; and the filling-in of the two holes within the second floor to allow for additional usable square feet. The sequence of the phasing will be coordinated to allow the building to remain operational; steps will be taken to assure patrons can safely continue to access services during the construction process, and stay informed about the project from start to finish. Also, Staff and the design consultant are working on a plan to serve those that come to the Town Hall to pay their utility bills and return library books. This plan will establish the main entry vestibule of the building as a 24/7 vestibule. The vestibule will include an interior book drop compartment for the Library and an interactive kiosk that will accept credit card, checks, and cash for utility payments. In addition, the interactive public touch display screen monitoring the solar array system (temporarily located upstairs in Town Hall) of Town Hall and the Public Safety Center will be incorporated within the first floor area as a community educational component. The next meeting with Staff and the design consultant, is scheduled for December 8th. If the schedule holds, construction on the library remodel will commence in May of 2012.

Lewisville Lake Boring Project – This week, the contractor completed the bore under the lake and placed the piping in the bore. The new lines will be pressure tested over the next few weeks. The contractor is waiting for delivery of the new gate valves before connecting the newly bored lines to the Town's existing waterlines and force mains on the east and west side of the lake. The contractor is de-mobilizing the boring operation. Connection to the Town main line is scheduled to be completed by December 12th. Additional work has extended contract time by another two weeks. This work consists of removal of existing fence on the west end of the bridge that has deteriorated and replacing to match the aesthetics of TxDOT bridge work. The contractor reports that the project will be completed by January 30th 2012.

Solar Cell Grant Project – Construction on the Town of Little Elm's 128.8 kW solar photovoltaic (PV) project began on July 6, 2011. This project is largely funded by a Distributed Renewable Energy Technology Stimulus Grant in the amount of \$798,676.20. The remaining project cost of \$159,735.24 will be provided by the Town and recouped over time through reduced electricity consumption.

The Town Hall Building 51.52 kW roof-mounted, grid-tied solar array started producing electricity on 8/9/11. The Public Safety Building 77.28 kW roof-mounted, grid-tied solar array started producing electricity on 10/24/11. There is a total of 128.8 kW installed on both buildings. To date, both systems have produced 32,132 kWh. This equates to 22.45 tons of CO2 not emitted into the atmosphere. Assuming an electricity rate of \$.115/kWh, this equates to \$3,695.18 in savings to the Town. The monitoring system can be viewed at http://live.deckmonitoring.com/?id=town_hall_public_safety_pv_system. Once the IT network is complete at the Public Safety Building, that solar PV system will be visible on the monitoring system. Currently, only the Town Hall solar PV system can be viewed.

Cottonwood Ball Park Irrigation Well – The contractor has completed the repairs to the pump as well as completed the electrical connections to the variable speed controller. The pump was run to verify that the well water was clear of sediment. Staff and the contractor tied the well into the irrigation system at Cottonwood Ball Park to perform a test on the well and equipment. All that remains to be completed on this project is some minor clean up. Staff anticipates preforming the final walk through within the next few weeks.

Main Street Irrigation Well – The contractor has completed the wiring to the panel boxes, installing conduits, removing the temporary fence, and has started construction on the permanent chain link fence. The well equipment is ready for CoServ to provide permanent electrical service. CoServ has started the installation of the electric service including, installation of the transformers and conduit to the meter location. All that is remaining is for CoServ to pull the wire and connect the service. The contractor has notified the engineer that a change order for additional time will be submitted. Once the site has power from CoServ, the contractor will be able to start test pumping and complete their electrical work. After CoServ is complete with the service installation, the contractor anticipates project completion within 30 days.

Kings Crossing Lift Station Expansion – The contractor has completed the excavation of the wet well area and installation of the shoring. The concrete for the wet well has been poured and the forms were removed on November 17th. On removal of the forms, Staff observed a large amount of honey-combing in the concrete and a small area with exposed rebar on the wet well walls. The contractor is working on a rectifying this issue as directed by the project engineer.

423 Utility Relocation Project – Survey work (alignments for the relocated utilities) on the last section is complete. The northern section of the project has been accelerated to coincide with the timing of developer driven waterline work. The 30% submittal for the project will be submitted to the Town by the middle of December. A meeting was held to review the alignment for the FM 423 elevated water tank. The design engineer provided northern section plan sheets for Staff review and Staff has provided comments back to the design engineer. The design engineer continues to work with the TxDOT utility coordinator and the Frisco Ranch developer to finalize the alignment of the force main between Frisco Ranch and the 423 water tower. The survey is complete for the project and 30% plans are being developed for the remainder of the conflicts along FM 423.

East Eldorado Wastewater Line & Lift Station Project # 3 and # 5 Improvement Project — The engineer and Staff walked the sites and punch list was forwarded to the contractor. The contractor has completed the items on the punch list. A final walk of the project and verification that all punch list items were completed and will be conducted next week.



Little Elm and Denton County Projects

Witt-Woodlake Connector – Last week, all remaining items were completed with the exception of the handrail. The fabricator continues fabrication and reports that the rails and gates will arrive and be installed by December 15th.

Veterans Memorial Bridge – The contractors continues with the installations of piers and columns. Storm sewer across Witt Road started November 17th and finished. The storm sewer crossing Witt Road was finished the next day. The contractor tested and completed the water line as scheduled. The storm sewer is to be complete by December 15th. The north side of the bridge grading has started and is scheduled to be completed by December 18th.

Eldorado Parkway Streetscape and Gateway Improvements – This week, the installation of the drip tube irrigation will be completed as well as the plantings and mulching along Eldorado Parkway. The last section of decorative concrete was poured, stamped and sealed around the East Gateway entry tower. Directional up lighting fixtures installations at the monument signs around Town will continue and should be complete by next week. The installation of decorative metal lettering at the Recreation Center monument and Cottonwood Park monument will be completed this week as well as the installation of the lower decorative handrail at each light house monument. The frosted glass installation at each tower monument was completed as well.

Next week, stone carving and sand blasting will continue on the monoliths and the powder coated logos will be installed. Directional up lighting fixtures installations will be completed. Each monument LED visual display board will have power with the exception of Little Elm Park. The light poles along Eldorado will be straightened and the Anti-Graffiti sealer will be applied to the monuments.

Lobo Lane to the south of Eldorado Parkway (FM720)

Last week, the contractor completed the asphalt transition at Debbie Street and verified that the retirement center gate was up and running. This week, work on the irrigation system was completed to the 95% level on the east side. Installation of the irrigation control panel will complete this scope of work. Additionally, the columns and cedar split rail fencing has begun with a completion target date of December 15th. All of the electrical wiring has been pulled and the contractor is awaiting a CoServ transformer. Stop bars and final striping scheduled for Tuesday, December 6th. The Main Street columns and rails installations began this week as well.

Lobo Lane project north of Eldorado Parkway (FM720) on Little Elm Park Drive

Last week, three hundred and forty cubic yards of concrete were poured. The Post Office Connector excavation commenced. This week, Phase I was poured at north side of Little Elm Park Drive, the additional soccer field parking was poured, electrical installation commenced with a 40 day completion estimate, and the stamped concrete of Phase 1 was completed. Soccer field access will be re-routed to Main Street as Little Elm Park Drive has been closed to the public. An alternate route to soccer field is provided from Main Street with boat ramp access through a driveway west of Little Elm Park Drive. Landscaping has been re-scheduled due to the addition of electrical lighting. The Festival lighting installation is to begin on December 5th.



Texas Department of Transportation Projects

Eldorado Parkway Through Little Elm (FM 720)

The design plans are 100% complete and TxDOT has acquired all the necessary right-of-way (ROW). J.D. Abrams was awarded the bid for this project (\$55 Million). The project will started construction in the summer of 2011 once utility relocations were completed. Although the contractor is on hold for Eldorado Parkway construction, the contractor is mobilized and has commenced work on the bridge. The contractor is working on drilling piers. Last week, Staff met with the various utility contractors to discuss status and coordination. The contractor is on hold pending utility relocations as listed below:

- ATT has 100% of the conduits in place from Lewis Drive to Little Elm Parkway and now cable can be pulled. Estimated completion date is the end of February 2012.
- ATMOS is complete with the distribution from Hart Road west to the Little Elm Bridge. ATMOS has not received their TxDOT permit for the high pressure gas main from Hart Road east to Little Elm Parkway. At this time there is no schedule for the permit to be released. ATMOS has yet to start on their transmission lines.
- CoServ is complete with their utility relocation with only some poles to remove. There are several utilities on CoServ poles that need to be relocated prior to CoServ removing the poles.
- Grande Communications Grande is now 100% complete with their relocations.
- Suddenlink Suddenlink has received their TxDOT permit. Suddenlink has started their relocation work beginning at the bridge and working west towards West Eldorado Parkway. Suddenlink has also begun work on the east side, on Eldorado Parkway to FM 720, preparing to place fiber and coax wiring on the new CoServ poles.

FM 423 (Middle Section, from 720 to just North of The Colony)

Austin Bridge and Road was awarded the bid for this project (\$29 Million). The construction is underway with completion expected in December 2012. Austin Bridge and Road switched traffic on to the new pavement from King Road south to Lebanon Road. The contractor informed Staff that section of FM 423 from King Road north to the end of the project, is scheduled for the concrete to be poured by the end of December.

FM 423 Eldorado Parkway to US 380 (North Section)

TxDOT has started to acquire the right of way (ROW) and expects this to take approximately one year. Once complete, utility relocation will start and take approximately one more year. The design plans are finished and can be bid as soon as those items are complete. The project is expected to bid in 2012 and take approximately 24-26 months. Staff will be attending the first Utility Coordination Meeting on December 8th.

FM 720 North (Eldorado Parkway to US 380)

The design plans are 60% complete and TxDOT continues to develop the construction documents. TxDOT is currently working toward obtaining environmental clearance to start the right-of-way process. The clearance was expected to be received in June 2011. The construction documents are expected in March of 2012. The project is expected to be bid out in February of 2013.

From: Toni Nelson [r_

Sent: Wednesday, December 07, 2011 12:58 PM

To: Joe Florentino **Subject:** santa

Just wanted to say a great big HUGE **THANNNNK YOUUU!!**! My kids loved loved loved Santa coming down our street last night!

Thanks so much for doing this for our kids and our Town! Yall are GREATNESS!!!

Toni L. Nelson, BSN, RN

Health Services Coordinator Little Elm ISD