

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

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

WORKSHOP AND REGULAR COUNCIL MEETING

Tuesday, February 7, 2012 - 6:00 PM
Town Council Chambers
100 West Eldorado Parkway
Little Elm, TX 75068

1. **Call to Order Council Work Shop at 6:00 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 - A. Items to be withdrawn from Consent Agenda.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. Excuse absences of Mayor Platt from the January 17, 2012 Workshop and Regular Meeting and Council member Roebken from the January 10, 2012 Workshop.
 - D. Design Presentation by Hidell & Associates for Preliminary Layout of Library Expansion and Remodel at Town Hall; Staff to discuss current budget of project. (Director of Development Services) 5
 - E. Receive presentations: proposals from Executive Search Firms to recruit a person for the position of Town Manager. (Interim Town Manager)
 - F. 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.
2. Presentations and Announcements:
 - A. Mayor Platt to make presentation to Teen Court members. 22

3. **Roll Call/Call to Order Regular Town Council Meeting Immediately Following Council Workshop.**
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 January 17, 2012 Workshop and Regular Meeting. 23
 - B. Final Plat Dominion at Lakeveiw-Sunset Pointe Phase 23 from Dowdey, Anderson, and Associates, Inc., generally located northeast of Lakemont Drive along Foundation Gate Drive. (Planning Manager) 26
 - C. Quarterly Investment Report for the period ending December 31, 2011. (Finance Director) 30
 - D. Quarterly Budget and Financial Report for period ending December 31, 2011. (Finance Director) 42
 - E. Appointment of Melissa Myers as member to the Parks and Recreation Board to fill an unexpired term ending 05-01-2013. (Parks Director) 101
 - F. Authorize the Interim Town Manager to enter into a lease agreement with HP Financial Services Company for the lease of information technology equipment for three years in an amount not to exceed Forty-Four Thousand Two-hundred and thirty-six dollars (\$44,236) annually. (Finance Director/ IT Manager) 102
 - G. Approve Resolution No. 02071201 a Resolution of the Town of Little Elm suspending the March 6, 2012, effective date of Atmos Energy Corp., Mid- 108

Tex Division (“Atmos Mid-Tex”) requested rate change to permit the Town time to study the request and to establish reasonable rates; approving cooperation with Atmos Cities Steering Committee (“ACSC”) and other cities in the Atmos Mid-Tex Service Area and to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; requiring reimbursement of cities’ rate case expenses; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and ACSC’S Legal Counsel. (Finance Director)

- | | | |
|--|---|-----|
| H. | Approve request from Denton County Election Administration to use the Town Hall as an early voting location for the May 12, 2012 City and School Election. (Town Secretary) | 111 |
| 8. Reports and requests for Town Council consideration and appropriate action: | | |
| A. | Discussion and Action on selection of an Executive Search Firm to recruit for the position of the Town Manager and to authorize Interim Town Manager to execute a contract for the same. (Interim Town Manager) | 112 |
| B. | Discussion and Action to adopt Ordinance No. 1095 an Ordinance of the Town Council of the Town of Little Elm, Texas, ordering a General and Special Election to be held on Saturday May 12, 2012, for the following purposes: elect a Mayor for a three (3) year term; elect one (1) Council member from Place 3 for a three (3) year term; elect one (1) Council member from Place 5 for a three (3) year term, and elect one (1) Council member from Place 4 for the remainder of an expired three (3) year term; providing for the appointment of election officers; providing for the designation of the places and manner of holding said election; providing for the designation of early voting polling places; providing for the designation of the early voting clerk; providing for the posting and publication of notice; providing a severability and conflicts clause; and providing for an immediate effective date. (Town Secretary/Town Attorney) | 113 |
| C. | Discussion and Action to approve Joint Election Agreement and Contract for Election Services between the Town and Denton County Elections Administrator. (Town Secretary) | 120 |
| D. | Discussion and Action to approve the Payment Condition and Asset Study between the Town of Little Elm and Data Transfer Solutions, Inc. for the amount of \$50,051.00 and authorize the Town Manager to execute a contract for the same. (Director of Development Services) | 132 |
| E. | Discussion and Action to approve Interlocal Agreement and License between the Town of Little Elm and Frisco Independent School District to provide funding for certain grading, drainage, and landscape improvements | 145 |

within the Town and authorize Mayor to sign the Robertson Elementary Offsite Playground Interlocal Agreement and License for the same.
(Director of Development Services)

- F. Discussion and Action to approve Change Order #2 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) 156
- G. Discussion and Action to approve Supplemental Task Order for the Cottonwood Creek Drainage Study between the Town of Little Elm and Freese and Nichols, Inc. for the amount of \$14,070.73 and authorize the Town Manager to execute a contract for the same. (Director of Development Services) 166
- 9. FYI: (All matters are provided to the Town Council for informational purposes only)
 - A. Thank You from Tompkins Family. 178
- 10. 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. **BRILLE 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 3rd day of February 2012.

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE: February 7, 2012

PROJECT: **Design Presentation by Hidell & Associates for Preliminary Layout of Library Expansion and Remodel at Town Hall; Staff to discuss current budget of project.**

DESCRIPTION: The architect, Hidell & Associates, have been working on ideas and concepts for the remodel of the first floor of Town Hall as part of the Library Expansion and Remodel Capital Improvement Project. Hidell & Associates are here to present the preliminary layout of the first floor of Town Hall, construction phasing, and answer any questions Council may have. Staff would also like to discuss the remodel of the upstairs of Town Hall to accommodate the Utility Billing Office in order to provide additional space for the Library downstairs and a more functional layout for the long term future of Town Hall.

Expansion includes renovation to the existing library as well as expanding to use additional space within Town Hall, once the Police Department has moved to their new facility. The \$835,000 for the library expansion and renovation that would double the current library space and enable more room for a larger book and audiovisual collection, more space for all age programming, separate areas for adults and youth, increased computer availability, additional meeting rooms, and quiet study areas. There are separate funds in the Utility and General Funds for the relocation of the Utility Billing Office and upstairs remodel of Town Hall.

Existing Budgeted Funding:
\$835,000 2009 Bond Fund
\$100,000 FY 2011-2012 General Fund Budget set aside for Technology
\$125,000 FY 2011-2012 Utility Fund Budget set aside for Utility Billing Office Remodel (when remodel was downstairs)
\$100,000 of \$200,000 Capital CIP Funding set aside from FY 2011-2012 General Fund (\$100,000 approved for change orders to Public Safety Building)

COST: N/A

FUNDING: **Acct. Name & No**
Library Expansion
870-6728-87-41

SCHEDULE: Next step is to finish Design Development in January 2012 and to continue on design into the construction document phase. Final design is on track to be completed and ready to bid by April 2012. Once the Police Department moves out of Town Hall staff will start with Phase I to fill in the open spaces upstairs, move Building Permits into the old Police window for a short duration, remodel the upstairs with the Utility Billing Office and then move them in upstairs to allow for the complete demo of the west side of Town Hall for the Library Expansion. Then move library into new space for a complete demo of east side of Town Hall.

RECOMMENDED ACTION: **Staff is looking for comments from Council on preliminary layouts and update Council on budgets for direction.**

TOWN CONTACT: Jason W. Laumer, P.E.
Director of Development Services
JLaumer@littleelm.org
(214) 975-0473

Tony Chrisman
Director of Parks & Recreation
TChrisman@littleelm.org
(972) 731-3296

ATTACHMENTS:

1. Library Remodel Exhibits
2. Schedule
3. Budgets for FFE and Technology Items

LITTLE ELM CITY HALL

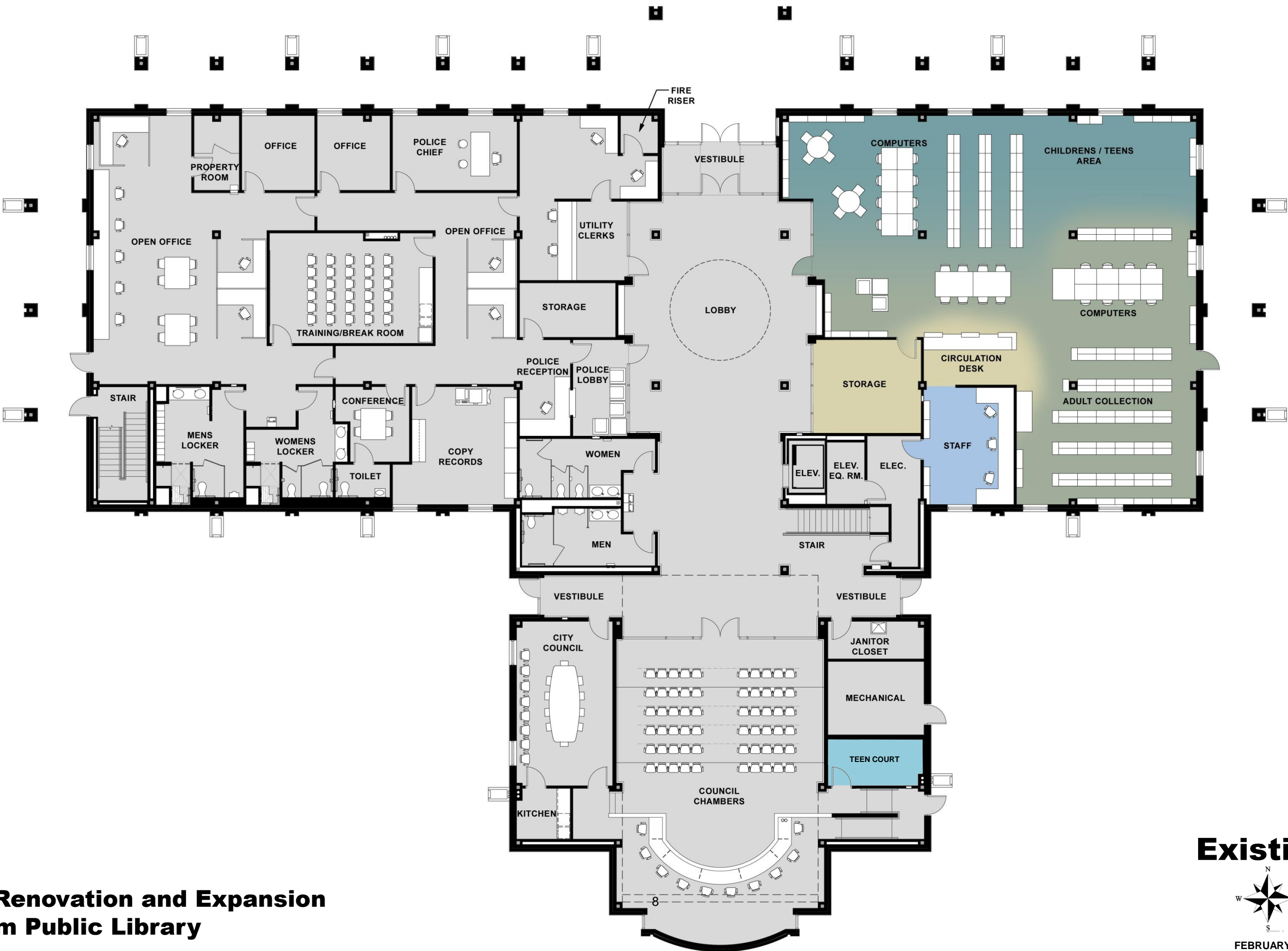
Library Renovation and Expansion

Project No. LR#870-87-41

FEBRUARY 7, 2012

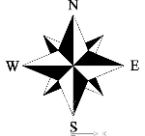


Library Renovation and Expansion
Little Elm Public Library



3,637 SF

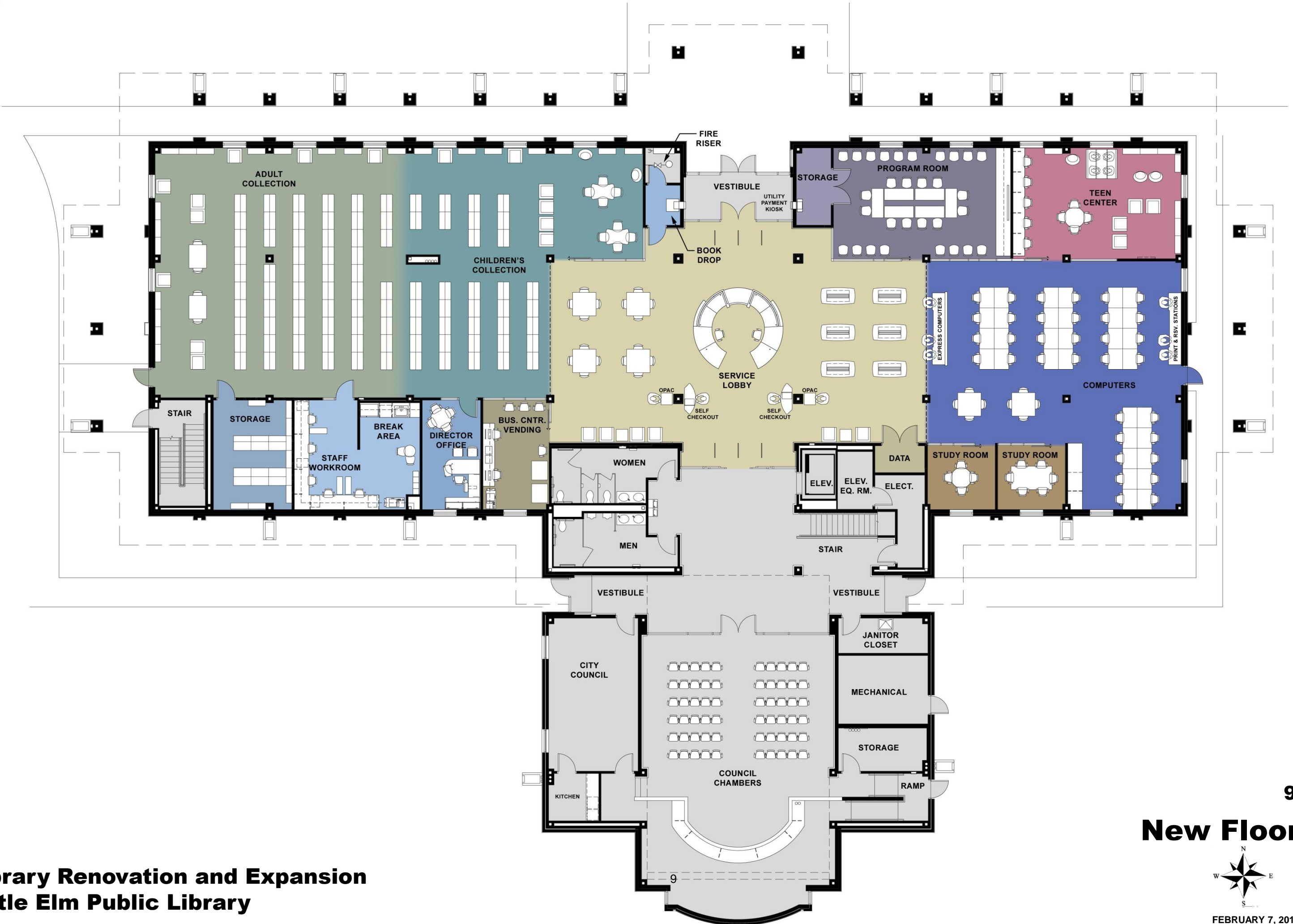
Existing Plan



FEBRUARY 7, 2012



Library Renovation and Expansion Little Elm Public Library



9,760 SF

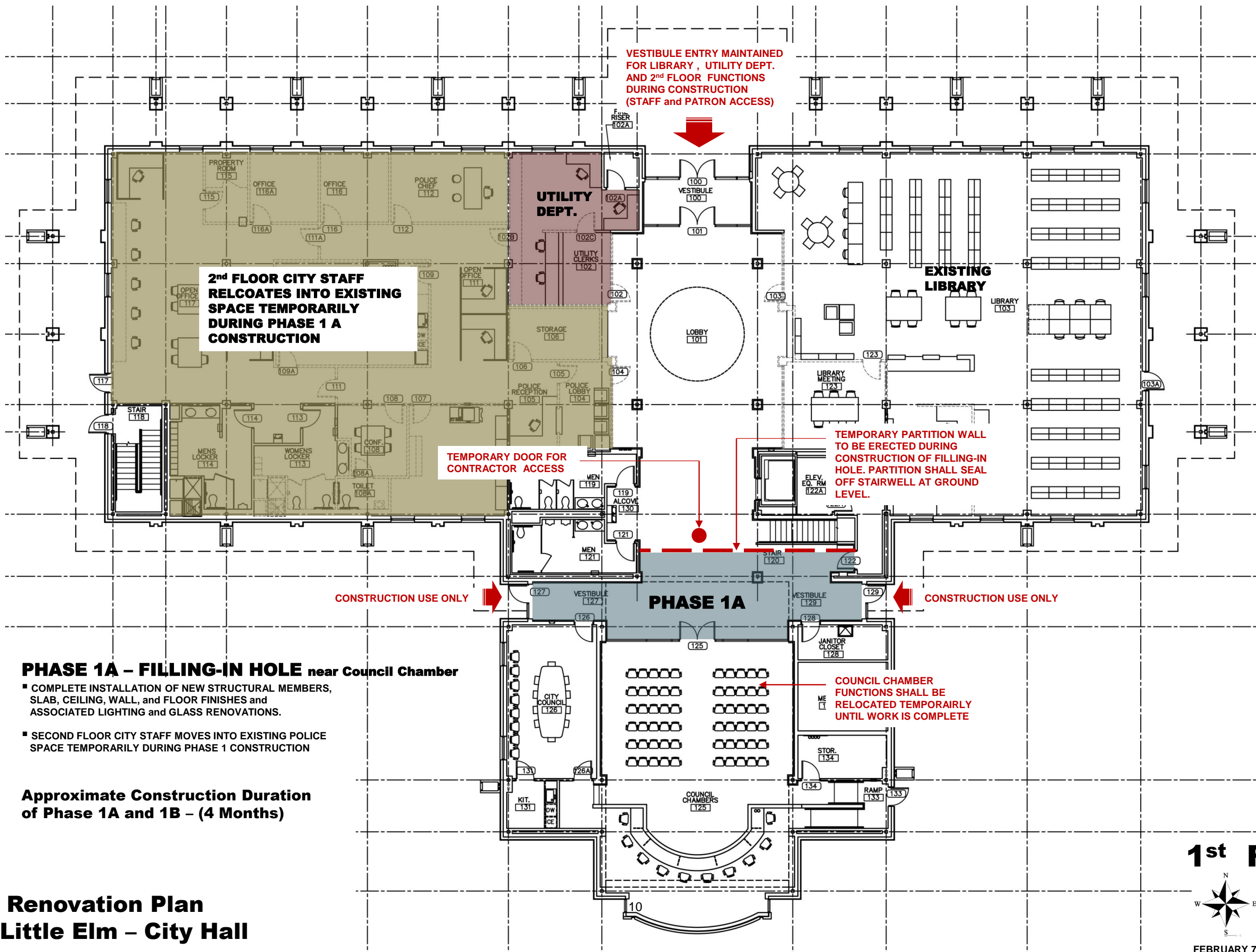
New Floor Plan



FEBRUARY 7, 2012



City Hall Renovation Plan Town of Little Elm – City Hall

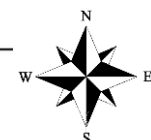


PHASE 1A – FILLING-IN HOLE near Council Chamber

- COMPLETE INSTALLATION OF NEW STRUCTURAL MEMBERS, SLAB, CEILING, WALL, and FLOOR FINISHES and ASSOCIATED LIGHTING and GLASS RENOVATIONS.
- SECOND FLOOR CITY STAFF MOVES INTO EXISTING POLICE SPACE TEMPORARILY DURING PHASE 1 CONSTRUCTION

Approximate Construction Duration of Phase 1A and 1B – (4 Months)

1st FLOOR



FEBRUARY 7, 2012

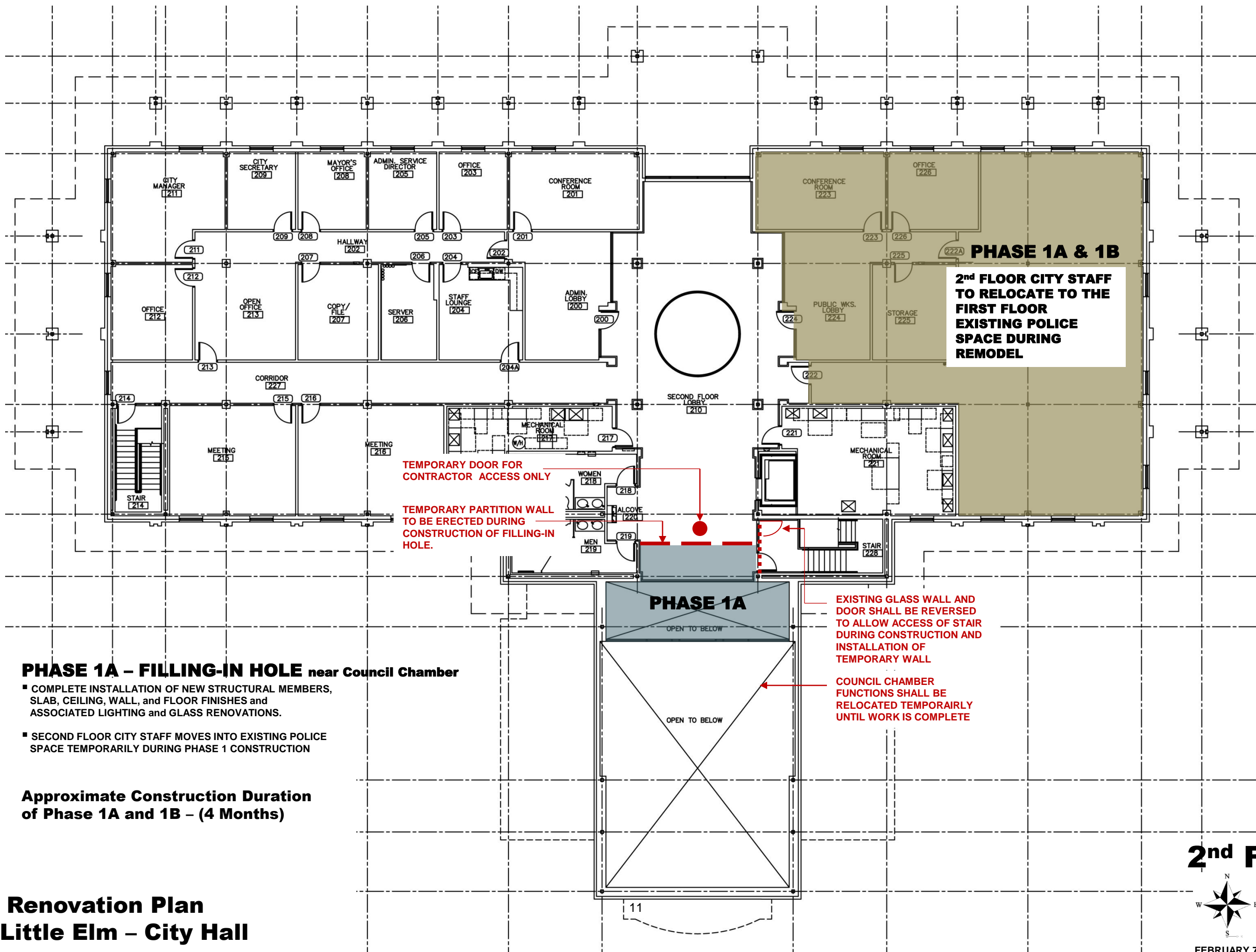


City Hall Renovation Plan Town of Little Elm – City Hall

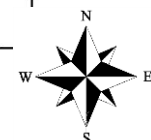
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of Phase 1A and 1B – (4 Months)**

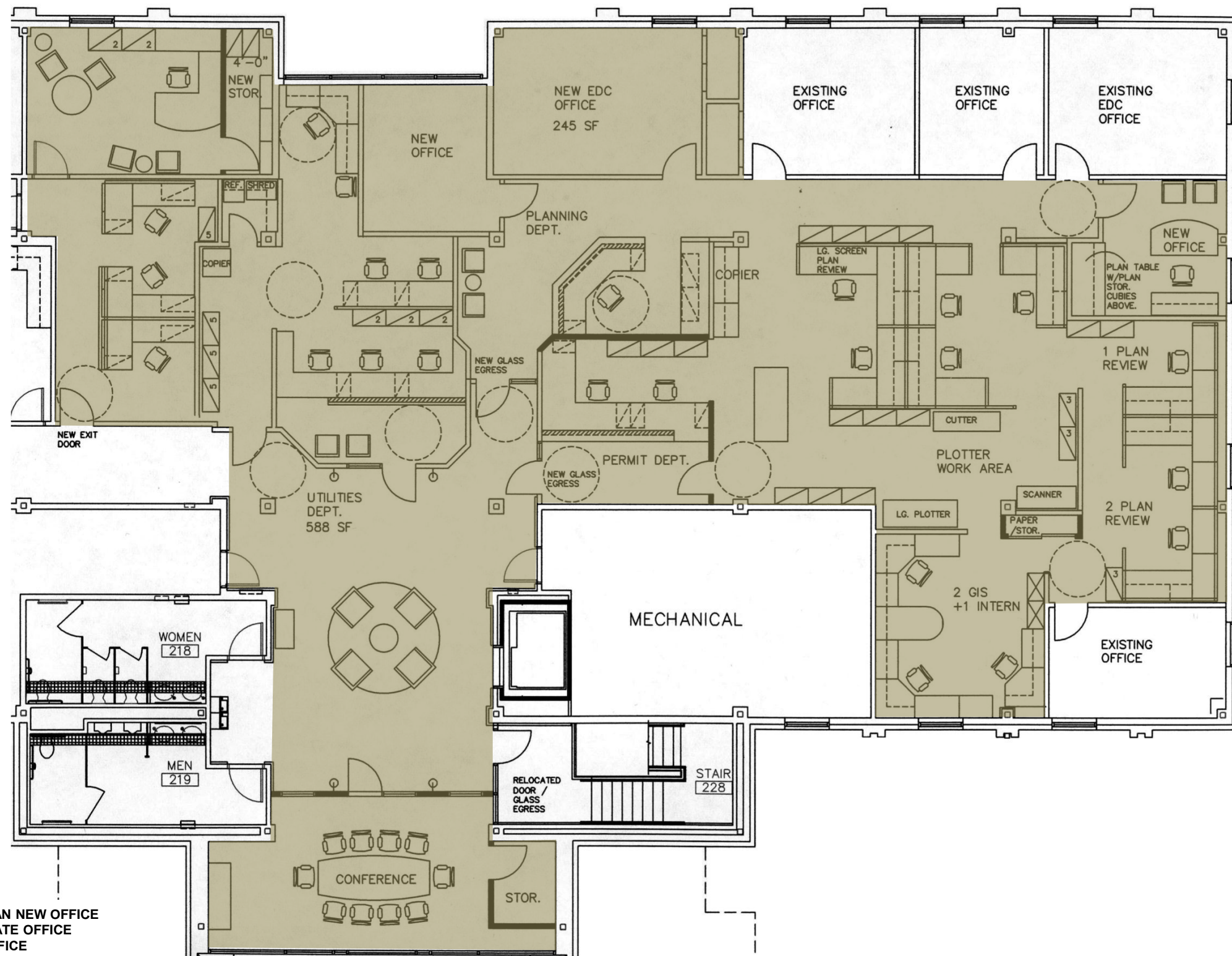


2nd FLOOR



FEBRUARY 7, 2012





PHASE 1A & 1B

- FINANCE SF TO REMIAN AS IS / ALAN NEW OFFICE
- UTILITY DEPT. LARGER WITH PRIVATE OFFICE
- EDC OFFICE MOVES TO DOUG'S OFFICE
- PLAN CHANGES IN PLANNING DEPT.

**Approximate Construction Duration
of Phase 1A & 1B – (4 Months)**

2nd FLOOR



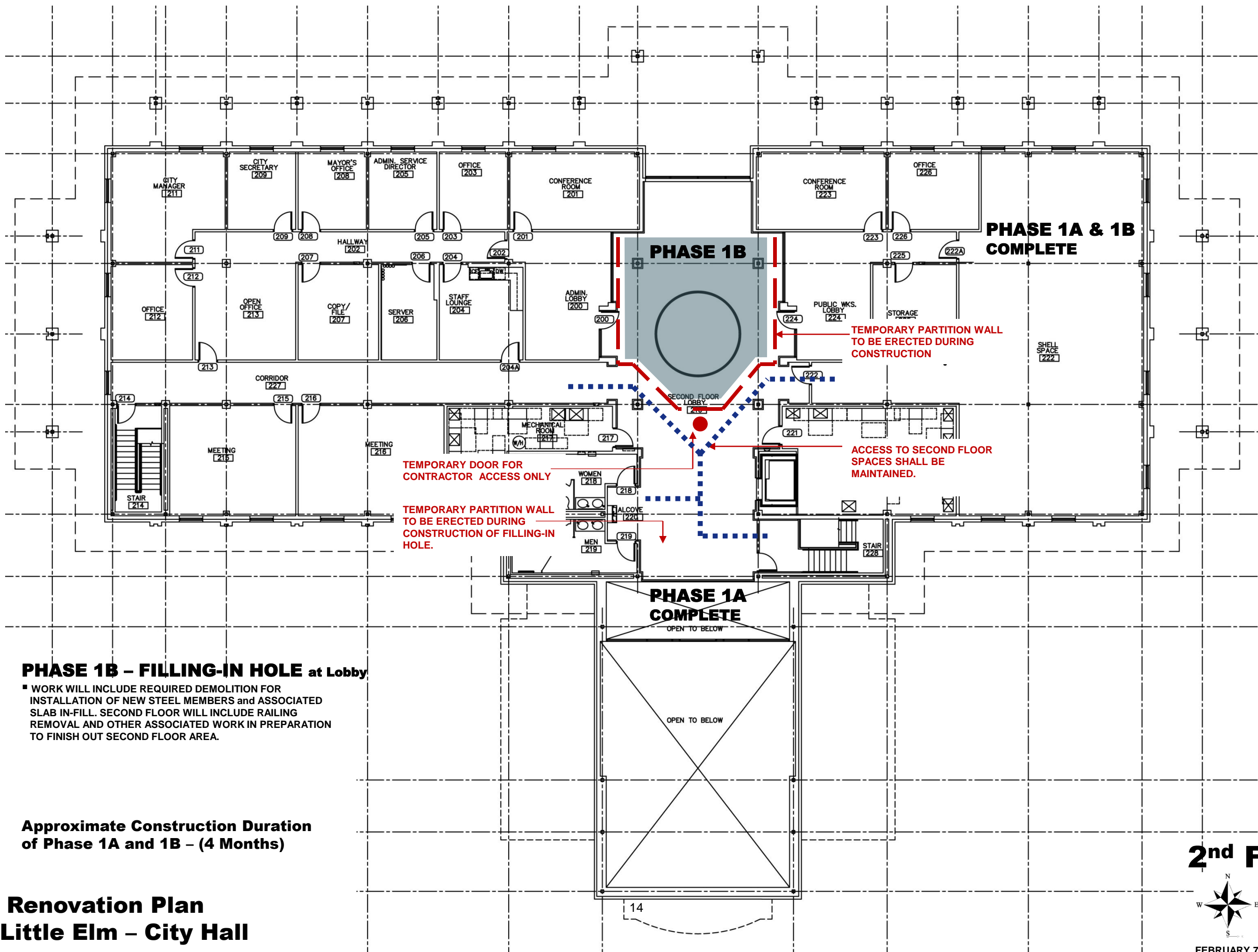
FEBRUARY 7, 2012

City Hall Renovation Plan Town of Little Elm – City Hall

PHASE 1B – FILLING-IN HOLE at Lobby

- WORK WILL INCLUDE REQUIRED DEMOLITION FOR INSTALLATION OF NEW STEEL MEMBERS AND ASSOCIATED SLAB IN-FILL. SECOND FLOOR WILL INCLUDE RAILING REMOVAL AND OTHER ASSOCIATED WORK IN PREPARATION TO FINISH OUT SECOND FLOOR AREA.

Approximate Construction Duration
of Phase 1A and 1B – (4 Months)



2nd FLOOR



FEBRUARY 7, 2012

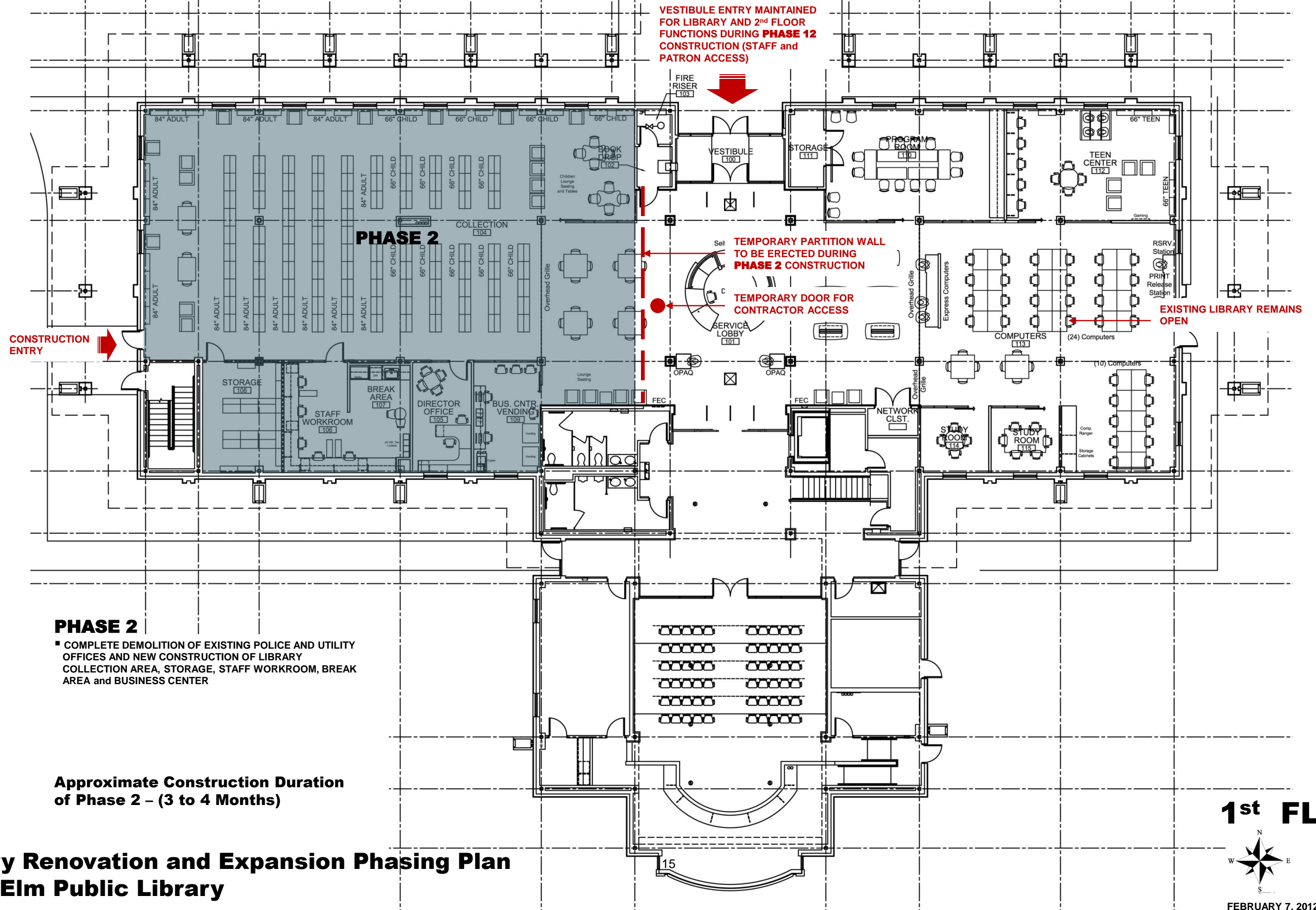


Library Renovation and Expansion Phasing Plan Little Elm Public Library

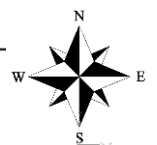
PHASE 2

- COMPLETE DEMOLITION OF EXISTING POLICE AND UTILITY OFFICES AND NEW CONSTRUCTION OF LIBRARY COLLECTION AREA, STORAGE, STAFF WORKROOM, BREAK AREA and BUSINESS CENTER

Approximate Construction Duration
of Phase 2 – (3 to 4 Months)



1st FLOOR



FEBRUARY 7, 2012



Library Renovation and Expansion Phasing Plan Little Elm Public Library

**Approximate Construction Duration
of Phase 3 – (3 to 4 Months)**

PHASE 3

- PHASE 2 COMPLETE: LIBRARY BEGINS TO MOVE INTO NEW SPACE W/ EXISTING FURNITURE (TEMPORARILY)
- COMPLETE DEMOLITION OF EXISTING LIBRARY SPACES AND NEW CONSTRUCTION OF LIBRARY STUDY ROOMS, COMPUTER AREAS, TEEN CENTER, MULTI-PURPOSE PROGRAM ROOM, BOOK DROP ROOM, and LOBBY

TEMPORARY STAFF AND PATRON ENTRY TO LIBRARY SPACE DURING **PHASE 3** CONSTRUCTION

PHASE 2 Complete

TEMPORARY PARTITION WALL TO BE ERECTED DURING **PHASE 3** CONSTRUCTION

TEMPORARY DOOR FOR CONTRACTOR ACCESS

TEMPORARY DOOR FOR PATRON ACCESS TO PUBLIC RESTROOMS AND EXITING REQUIREMENTS

STAFF and PATRON ACCESS TO COUNCIL CHAMBER and 2nd FLOOR FUNCTIONS DURING **PHASE 3** CONSTRUCTION

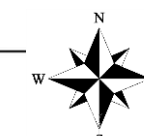
STAFF and PATRON ACCESS TO COUNCIL CHAMBER and 2nd FLOOR FUNCTIONS DURING **PHASE 3** CONSTRUCTION

CONSTRUCTION ENTRY DURING **PHASE 3**

CONSTRUCTION ENTRY DURING **PHASE 3**

PHASE 3

1st FLOOR



FEBRUARY 7, 2012



Library Renovation and Expansion Phasing Plan

Little Elm Public Library

PHASE 4

- PHASE 2 and 3 COMPLETE: LIBRARY BEGINS TO MOVE IN TO NEW SPACE WHILE CONSTRUCTION IS COMPLETED UNDER PHASE 4.
- COMPLETE REQUIRED DEMOLITION AND NEW CONSTRUCTION OF AUTOMATED SLIDING DOORS, BOOK DETECTION GATES, WALL, FLOOR and CEILING FINISHES.
- ELEVATOR IS NOT ACCESSIBLE. STAIRS ARE ACCESSIBLE AS WELL AS PUBLIC RESTROOMS.

Approximate Construction Duration of Phase 4 – (1 Month)

TEMPORARY STAFF ENTRY TO LIBRARY SPACE DURING PHASE 4 CONSTRUCTION

PHASE 2 Complete

FINAL TIEING BETWEEN PHASING OF WORK TO BE COMPLETED

VESTIBULE ENTRY CLOSED UNTIL ALL WORK IS COMPLETE AND LIBRARY HAS MOVED IN

PHASE 4

PHASE 3 Complete

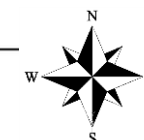
CONSTRUCTION ENTRY DURING PHASE 4

TEMPORARY PARTITION WALL TO BE ERRECTED DURING PHASE 4 CONSTRUCTION

TEMPORARY DOOR FOR CONTRACTOR ACCESS

STAFF and PATRON ACCESS TO COUNCIL CHAMBER and 2nd FLOOR FUNCTIONS DURING PHASE 4 CONSTRUCTION

1st FLOOR



FEBRUARY 7, 2012



PROPOSED TIMELINE

Library Renovation and Expansion and City Hall Renovation of 2nd Floor

PHASE

DESCRIPTION

DURATION

PHASE 1A & 1B

- FILLING-IN HOLE IN 2nd FLOOR NEAR COUNCIL CHAMBER
- RELOCATING CITY STAFF ON 2nd FLOOR TO EXISTING POLICE SIDE ON 1st FLOOR FOR REMODEL OF 2nd FLOOR
- FILLING-IN HOLE IN 2nd FLOOR AT EXISTING OPENING LOBBY

Approx. Construction Time
(4 Months)

PHASE 2

- COMPLETE DEMOLITION OF EXISTING POLICE AND UTILITY OFFICES AND NEW CONSTRUCTION OF LIBRARY COLLECTION AREA, STORAGE, STAFF WORKROOM, BREAK AREA and BUSINESS CENTER

Approx. Construction Time
(3 - 4 Months)

PHASE 3

- PHASE 2 COMPLETE: LIBRARY BEGINS TO MOVE INTO NEW SPACE W/ EXISTING FURNITURE (TEMPORARILY)
- COMPLETE DEMOLITION OF EXISTING LIBRARY SPACES AND NEW CONSTRUCTION OF LIBRARY STUDY ROOMS, COMPUTER AREAS, TEEN CENTER, MULTI-PURPOSE PROGRAM ROOM, BOOK DROP ROOM, and LOBBY

Approx. Construction Time
(3 - 4 Months)

PHASE 4

- PHASE 2 and 3 COMPLETE: LIBRARY BEGINS TO MOVE IN TO NEW SPACE WHILE CONSTRUCTION IS COMPLETED UNDER PHASE 4.
- COMPLETE REQUIRED DEMOLITION AND NEW CONSTRUCTION OF AUTOMATED SLIDING DOORS, BOOK DETECTION GATES, WALL, FLOOR and CEILING FINISHES.

Approx. Construction Time
(1 Month)

LITTLE ELM Public Library

Library Furniture

Equipment List

FURNISHINGS

SPECIFICATION

Town of Little Elm

20106

F.F. & E

12.15.2011

Tony Blaas @ Hidell Architects

Pricing shall be provided as indicated for each item, including delivery, shipping and installation.

	OPTION 1	OPTION 2	OPTION 3
			All new shelving
Manufactures	Pricing		
Agati	\$50,076.04	\$50,076.04	\$50,076.04
Allemuir/Artifort	\$14,128.80	\$6,751.20	\$6,751.20
Biblo	\$24,469.04	\$24,469.04	\$47,722.40
Haworth	\$24,308.96	\$24,308.96	\$24,308.96
HON	\$2,273.60	\$2,273.60	\$2,273.60
ICF Nienkamper	\$56,703.12	\$34,465.92	\$34,465.92
Jasper	\$20,532.00	\$20,532.00	\$20,532.00
Loewenstein	\$35,963.48	\$43,501.16	\$43,501.16
Encore	\$7,816.08	\$7,816.08	\$7,816.08
TMC	\$3,043.84	\$0.00	\$0.00
T2 Design	\$27,576.68	\$27,576.68	\$27,576.68
Misc.	\$8,493.52	\$8,493.52	\$8,493.52
Total	\$275,385.16	\$250,264.20	\$273,517.56
SF	9768	9768	9768
\$/SF	\$28.19	\$25.62	\$28.00

Little Elm Public Library
PRELIMINARY ESTIMATE

JOB NAME: Town of Little Elm

JOB NO: 20106

PHASE: Technology Budget Estimate

DATE: 1.9.12

BY: Tony Blaas @ Hidell Architects

PLAN							
ITEM	CODE	MODEL NO.	DESCRIPTION	QTY.	UNIT	EXTENDED	
1	1-Teen Center 1-Lobby		LCD or DLP TV's	2	\$1,500.00	\$3,000.00	
			TV Mount	2	\$150.00	\$300.00	
2	1- Program Room 1-Computer Area		Motorized Projection Screen	2	\$3,400.00	\$6,800.00	
3	1-Program Room 1-Computer Area	Sony VPL-	Sony Projector	2	\$2,000.00	\$4,000.00	
		Sony VPL-	Sony Projector Short Thru Zoom Lens	2		\$0.00	
			Chief Dual LCD/DMC Projector Mount System	2	\$422.50	\$845.00	
4	1- Teen Center		Projector Mount for Projectors	2	\$422.50	\$845.00	
			DVD Player	1	\$150.00	\$150.00	
							\$15,095.00 Items 1 thru 4
5	Library		Computers ---- Computer Area	34	\$1,200.00	\$40,800.00	
6	Library		Computers ---- Computer Ranger	1	\$1,200.00	\$1,200.00	
7	Library		Computers ---- Express Computers	4	\$1,200.00	\$4,800.00	
8	Library		Computers ---- Teen Center	5	\$1,200.00	\$6,000.00	
9	Library		Computers ---- Business Center	2	\$1,200.00	\$2,400.00	
10	Library		Computers ---- Circulation Desk (Lobby)	2	\$1,200.00	\$2,400.00	
11	Library		Computers ---- Director Office	1	\$1,200.00	\$1,200.00	
12	Library		Computers ---- Staff Workroom	2	\$1,200.00	\$2,400.00	
13	Library		Computers ---- Lobby - OPAQ's dual purpose computer (collection and internet)	2	\$1,200.00	\$2,400.00	
14	Library		Reservation Station ---- Computer Area	1	\$1,200.00	\$1,200.00	
15	Library		Print Release Station ---- Computer Area	1	\$1,200.00	\$1,200.00	
							\$66,000.00 Items 5 thru 15
16	1- Business Center 1-Circ Desk 1-Director Office		Printer - HP Laser Jet Pro CP1525NW Network ready Wireless Color Laser Printer	3	\$300.00	\$900.00	
17	1-Staff WorkRoom		Color Copier/Printer/Scanner - The Konica Minolta bizhub C360 color laser copier features a maximum monthly duty cycle of 100,000 pages and outputs color and B&W documents at speeds up to 36 ppm. It also offers 70 opm scanning with Scan-to-Email, FTP, HDD, Scan-to-Me, Scan-to-Home, SharePoint, SMB, USB, WebDAV, Network TWAIN and WS-Scan. - Reverse Auto Document Feeder - Multiple Trays - Auto Document Feeder - Mutiple Page Sizes	1	\$5,499.00	\$5,499.00	
18	1-Business Center		Color Copier/Printer/Scanner - The Konica Minolta bizhub C360 color laser copier features a maximum monthly duty cycle of 100,000 pages and outputs color and B&W documents at speeds up to 36 ppm. It also offers 70 opm scanning with Scan-to-Email, FTP, HDD, Scan-to-Me, Scan-to-Home, SharePoint, SMB, USB, WebDAV, Network TWAIN and WS-Scan. - Reverse Auto Document Feeder - Multiple Trays - Auto Document Feeder - Mutiple Page Sizes	1	\$5,499.00	\$5,499.00	
19	1-Business Center		Fax - Panasonic High Speed Laser Fax/Copier	1	\$150.00	\$150.00	
							\$12,048.00 Items 16 thru 19
20	1-Circ. Desk		Sentry Technology RFID Staff Workstation Model # ID-WS1 (functions: all circulation activities, user services [record lookup, payment of fines] tag assignment or correction, etc., check-in activities, determine ownership of items, identify non-library items, and hold status, etc.. conversion of barcoded materials to RFID).	1	\$1,500.00	\$1,500.00	*
21	1-Staff WorkRoom		Sentry Technology RFID Staff Workstation Model # ID-WS1 (functions: all circulation activities, user services [record lookup, payment of fines] tag assignment or correction, etc., check-in activities, determine ownership of items, identify non-library items, and hold status, etc.. conversion of barcoded materials to RFID).	1	\$1,500.00	\$1,500.00	*
22	1-Staff WorkRoom		Sentry Technology RFID Conversion Station (The Tag Programming Workstation includes all hardware and software required for easy conversion of the library collection. This portable station performs barcode-to-RFID conversion at a Library work desk or in the stacks with a battery powered rolling cart.).	1	\$2,200.00	\$2,200.00	*

Little Elm Public Library
PRELIMINARY ESTIMATE

JOB NAME: Town of Little Elm

JOB NO: 20106

PHASE: Technology Budget Estimate

DATE: 1.9.12

BY: Tony Blaas @ Hidell Architects

ITEM	PLAN CODE	MODEL NO.	DESCRIPTION	QTY.	UNIT	EXTENDED	
23	2-Lobby		Sentry Technology Self Check System Model QC5 "Quick Check Kiosk" (patron check-out materials via RFID technology, including multiple item detection, does not include EM security strip deactivation).	2	\$16,000.00	\$32,000.00	*
24	1-Main Entry 1-Entry from Council Chamber Side		Sentry Technology RFID Detection System dual aisle (three detection panels and two corridors), floor mounted with buried cables. or Equal (3M Model #8802 = \$14,000.00 or TechLogic Model # 25013096 = \$12,375.00 each)	2	\$10,000.00	\$20,000.00	*
25			TAG RFID System	\$0.50	40,000	\$20,000.00	\$77,200.00 Items 20 thru 25

Subtotal of Items 1 thru 25

\$170,343.00 *

* Does not include installation costs, travel or freight.

Above items shall be verified with Owner to determine if any existing equipment will be used in lieu of purchasing new.

26	Library		Data Cabling (To Be Verified)	1	\$20,000.00	\$20,000.00
27	Library		Telephone System (To Be Verified)	1	\$10,000.00	\$10,000.00
28	Library		Security System and Cameras (To Be Verified)	1	\$10,000.00	\$10,000.00
29	Library		PA System (To Be Verified)	1	\$10,000.00	\$10,000.00
30	Library		Wireless System (To Be Verified)	1	\$0.00	\$0.00
31	Library		Card Readers at Doors (To Be Verified)	6	\$1,000.00	\$6,000.00

Subtotal of Items 26 thru 31

\$56,000.00

Items 26-31 shall be verified with Owner/General Contractor for Budget Cost

TOTAL of Items 1 thru 31

\$226,343.00

**MAYOR WILL MAKE PRESENTATIONS TO
THREE (3) TEEN COURT MEMBERS.**

(JUVENILE CASE MANAGER HUGENE PURDY)

MINUTES
Town of Little Elm
214-975-0404
<http://www.littleelm.org>

WORKSHOP AND REGULAR TOWN COUNCIL MEETING
Tuesday January 17, 2012

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

1. Call to Order Council Work Shop **at 6:01 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 monthly updates from department heads: **Director of Development Services-Jason Laumer informed** Council that a copy of his departmental report was included in the FYI section; he gave Council a brief report on Storm Water Drainage Fee, Rental Registration, Foreclosures, and number of lots that had been platted. In regards to water conservation, the Cottonwood Irrigation Well was now on line. Will be connecting the Little Elm Park area, the Main Street Well should be on line in approximately 30 days. At the February 7th meeting staff will be presenting the proposed library expansion and the remodel of the upstairs area of the Town Hall. **Director of Public Works-Kevin Mattingly** gave a power point presentation on stage 3 Water Conservation and Water Use Reduction Goals and Stage 4. Discussed topics were: Conservation Plan Triggers, Stage Three Causes, Lake Lavon Levels, Present Drought Condition, Drought Recovery, Future Outlook, and Inflows Graphics. Also Inflows with/without Dallas, Stage 3 Goals Definition, Stage 3 Goals Rational, Stage 3 Goal Graph, Stage 3 Goal Worksheet, Meeting State 3, and Take Aways.
- e. Council to highlight items on the agenda needing further discussion or comments prior to the regular session. **NONE**

2. **Presentations and Announcements:**

- a. **Finance Director Alan Dickerson**-presentation of National Governmental Finance Officers Association Award: Alan called members of his staff present to the front for recognition and presentation; those present were Dianne Lawson, Robin Bromiley, Crystal Williamson, Shelly Newell, Dan Galizia, Norma Perez, Kenneth (Bubba) Welch, David Clements, Andrea Buerger, and

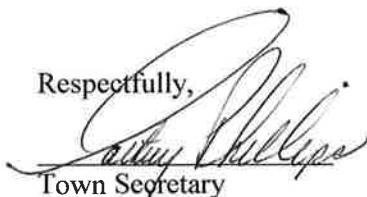
Mary Jane Davis. Alan stated that this recognition is the highest form of recognition in the area of governmental accounting and financial reporting and its attainment represents significant accomplishment by the government and its management. This is the first plaque that Little Elm has received and we hope to receive more. Alan presented plaque to Assistant Finance Director Dianne Lawson.

3. Roll Call/Call to Order Regular Town Council **Meeting Immediately Following Council Workshop.**
4. **Opening Prayer:** Curtis Cornelious-Praise Fellowship Worship Center.
5. **Pledge to the Flags:**
 - a. United States Flag
 - b. Texas Flag
6. **Public Comments:** None
7. Upon motion by Council member Stevens and second by Council member Gerard the members **voted 5-0** to approve the Consent Agenda as presented:
 - a. **Minutes** of the January 3, 2012 Regular Meeting.
 - b. **Minutes** of the January 10, 2012 Workshop.
 - c. **Authorize** Town Staff to complete purchase of the following from Dallas Dodge: (1) Frazer Type I 14' 2012 Dodge Ram 4500 Diesel Ambulance thru HGAC pricing in the amount of \$200,050.
 - d. **Approve** Resolution No. 01171201 a Resolution regarding a Financing Agreement for the purpose of procuring an "EMS Apparatus, Related Equipment and a Patrol Boat".
 - e. **Authorize** final payment of \$47,920.59 to McKinstry Essention, Inc. close out of the Town's Solar Energy for Town Hall and the Public Safety Center, and authorize the Town Manager to execute the same.
 - f. **Reject** all bids received on January 10, 2012 in response to Bid #01102012-6101 for the procurement of Radio Read Meters and authorize Staff to advertise a new bid package for the procurement of Radio Read Water Meters.
8. **Reports and requests for Town Council consideration and appropriate action:**
 - a. Upon motion by Council member Roebken and second by Council member Shoemaker the members **voted 5-0** to adopt Ordinance No. 1093 an Ordinance of the Town of Little Elm, Texas updating the Town's Employee Personnel Policies and providing an effective date.
 - b. Upon motion by Council member Roebken and second by Council member Stevens the members **voted 5-0** to approve Resolution No. 01171202 a

Resolution of the Town Council of the Town of Little Elm, Texas, approving the Second Amended Bylaws of the Little Elm Economic Development Corporation, a Type A Economic Development Corporation; and providing for an immediate effective date.

9. **FYI:** (All matters are provided to the Town Council for informational purposes only)
 - a. Town Secretary Monthly Report for December 2011.
 - b. Development Services Monthly Report for December 2011.
 - c. Public Works Monthly Report.
10. The Town Council held an Closed (executive) session meeting **at 6:50 p.m.** pursuant to Chapter 551, Texas Government Code, Vernon's Texas Code Annotated, in accordance with the authority contained in:
 - A. Section 551.071: Consultation with Town Attorney to receive legal advise concerning legal matters and contemplated litigations.
 1. Tri Dal, LTD vs Town of Little Elm.
11. Reconvened into Open Session **at 7:12 p.m.** Discussion and consideration to take any action necessary as the result of the closed (executive) session.
 - A. Section 551.071:
 1. Tri Dal, LTD vs Town of Little Elm. **NO ACTION TAKEN**
12. Adjourned Work Shop and Regular Meeting **at 7:12 p.m.**

Respectfully,



Town Secretary

Passed and Approved this _____ day of _____ 2012.

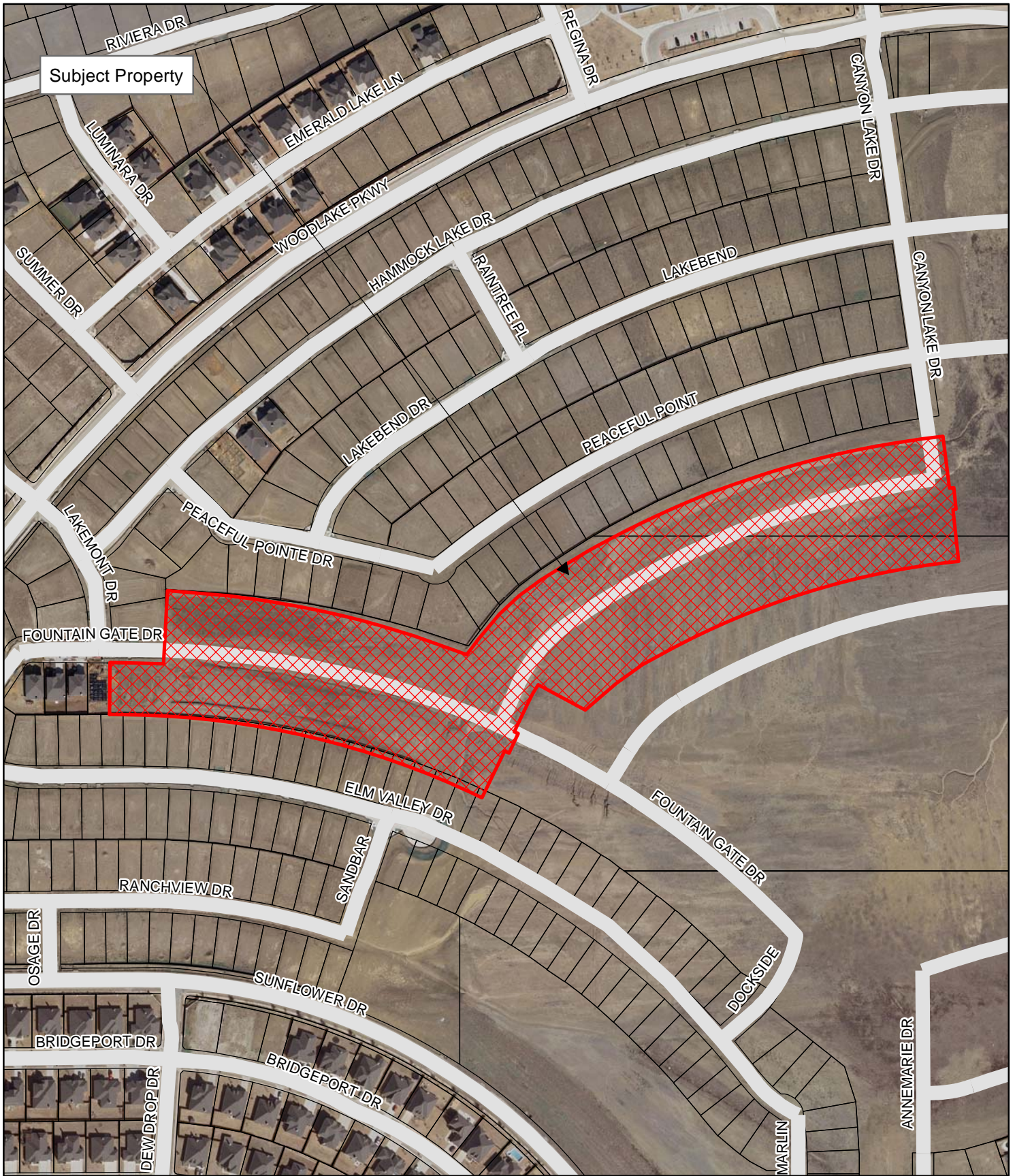
TOWN OF LITTLE ELM

Town Council

Staff Report



PROJECT:	11-FP-011	Dominion at Lakeview (Sunset Pointe, Phase 23)
HEARING DATES:	Planning & Zoning Commission:	1/19/12
	Town Council	2/07/12
REQUEST:	Proposal to final plat 67 residential lots.	
PROPOSED USE:	Single Family Residential	
LOCATION:	The property is generally located northeast of Lakemont Drive along Foundation Gate Drive.	
SIZE:	Approximately 13.207 acres	
CURRENT ZONING:	SF-PD (Single-Family)	
EXISTING USE / SITE ATTRIBUTES:	Undeveloped	
APPLICANT:	Dowdey, Anderson, and Associates	
PROPERTY OWNER:	Daniel Walsh	
PLANNING ANALYSIS:	<p>The applicant has completed Staff's requested revisions on the Final Plat. The proposed plat is in compliance with the Town of Little Elm's subdivision regulations.</p> <p>On January 19th, 2012, the Planning & Zoning Commission unanimously recommended approval of the proposed plat.</p>	
RECOMMENDED ACTION:	Staff recommends approval of the Final Plat.	
TOWN CONTACT:	Tabatha Miller - Development Services Coordinator Dusty McAfee, AICP - Planning Manager	
ATTACHMENTS:	Location Map Final Plat	







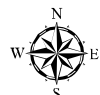
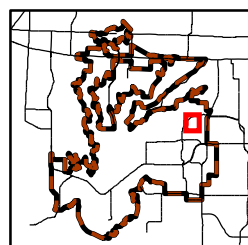
Location Map

Town of Little Elm
Denton County, Tx
Date: 12/20/2011

0 155 310
 Feet

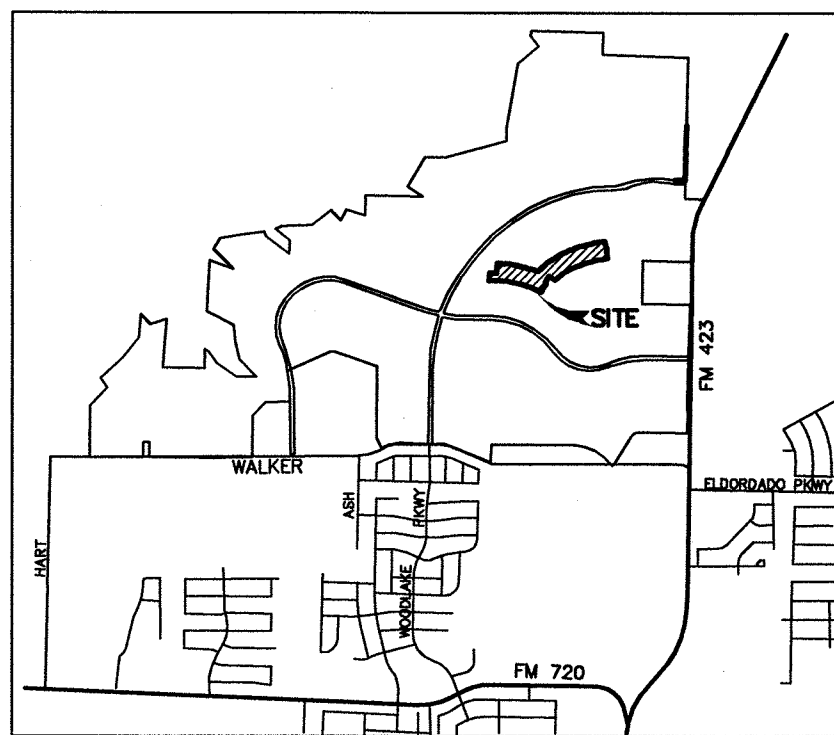
Legend

-  Subject Property
-  Roads
-  Parcels
-  Town Limits



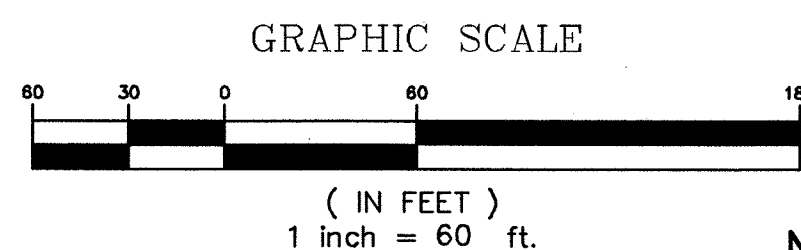
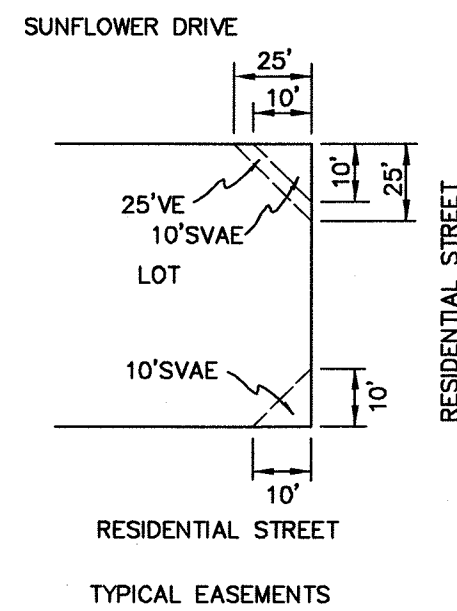
This map is the property of the Town of Little Elm, and is not to be reproduced by any means, mechanical or digital, without written consent of the Town.

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



NOTES:

1. All lot corners are 1/2" iron rods set with a yellow plastic cap stamped "DAA" unless otherwise noted.
2. "X" cuts set in concrete street paving at all intersections and points of curvature.
3. Basis of bearing derived from a tract of land described in Deed to Lennar Homes of Texas Land and Construction, LTD., recorded in Volume 5138, Page 1481, Deed Records, Collin County, Texas.
4. Notice: selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.
5. All lots comply with the minimum size requirements of the zoning district (including minimum lot width of 50 feet at the front building line).
6. This property may be subject to charges related to impact fees and the applicant should contact the Town regarding any applicable fees due.
7. This plat does not alter or remove existing deed restrictions, if any, on this property.
8. Total public right-of-way dedication by this plat is 109,063 square feet (2.504 acres).
9. No 100 Year Flood Plain exists on this site. The subject property lies within Zone X (unshaded) "defined as areas determined to be outside 500-year Flood Plain" as defined by the Federal Emergency Management Agency, (F.E.M.A.), Flood Insurance Rate Map (F.I.R.M.), Community Panel No. 48121C0410G, dated April 18, 2011 for Denton County and incorporated areas.



SUNSET POINTE I, LTD.
DOC. NO. 2005-86652
D.R.D.C.T.

15' WATER EASEMENT
DOC. NO. 2005-20730
D.R.D.C.T.

$\Delta=0^{\circ}17'47''$
 $T=5.16'$
 $R=1994.50'$
 $L=10.32'$
Chord= $N84^{\circ}04'25''E$ 10.32'

$\Delta=0^{\circ}11'25''$
 $T=3.23'$
 $R=1944.50'$
 $L=6.45'$
Chord= $S84^{\circ}07'36''W$ 6.45'

67 RESIDENTIAL LOTS 13.207 ACRES FINAL PLAT DOMINION AT LAKEVIEW (SUNSET POINTE PHASE TWENTY THREE)

AN ADDITION TO THE TOWN OF LITTLE ELM
M.E.P. & P.R.R. SURVEY ~ ABSTRACT NO. 917
P.T. HOLMES SURVEY ~ ABSTRACT NO. 644
DENTON COUNTY, TEXAS

DECEMBER 2011 SCALE: 1" = 60'

OWNER
SUNSET POINTE I, LTD.
4050 W. PARK BOULEVARD
214-707-0347 PLANO, TEXAS 75093

ENGINEER
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

ROADWAY CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	23°05'48"	2087.00'	426.44'	841.30'	S75°31'44"E 835.62'
C2	31°45'16"	370.00'	105.24'	205.06'	N40°56'18"E 202.45'
C3	27°24'23"	1969.50'	480.23'	942.07'	N70°31'07"E 933.12'

LEGEND

- BL = BUILDING LINE
- TAE = TEMPORARY ACCESS EASEMENT
- FME = FENCE & RETAINING WALL MAINTENANCE EASEMENT TO BE MAINTAINED BY THE HOA
- HOA = HOMEOWNER'S ASSOCIATION
- SSE = SANITARY SEWER EASEMENT
- SVAE = SIDEWALK, VISIBILITY & ACCESS EASEMENT
- UE = UTILITY EASEMENT
- VE = VISIBILITY EASEMENT
- WE = WATER EASEMENT
- D.R.D.C.T. = DEED RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. = PLAT RECORDS, DENTON COUNTY, TEXAS
- DOC. NO. = DOCUMENT NUMBER
- <CM> = CONTROL MONUMENT
- ◇ = DENOTES STREET NAME CHANGE
- = 1/2" IRON ROD FOUND W/ YELLOW PLASTIC CAP STAMPED "DAA"
- = 1/2" IRON ROD SET W/ YELLOW PLASTIC CAP STAMPED "DAA"

REVISED: JANUARY 5, 2012

OWNER'S CERTIFICATE AND DEDICATION

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS, SUNSET POINTE I, LTD. a Texas limited partnership is the owner of a tract of land located in the M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 917 and the P.T. HOMES SURVEY, ABSTRACT NO. 644, Town of Little Elm, Denton County, Texas and being a part of a tract of land described in Deed to Sunset Pointe I, LTD., recorded in Document Number 2005-86652, Deed Records of Denton County, Texas and being more particularly described as follows:
BEGINNING at a 1/2" iron rod with plastic cap stamped "DAA" found for the Southeast corner of Lot 4, Block 88, Enclave At Lakeview (Sunset Pointe Phase 20-A) an addition to the City of Little Elm, according to the plat filed of record in Cabinet Y, Page 708, Plat Records of Denton County, Texas;

THENCE with the Easterly lines of said Phase 20-A the following four (4) courses and distances:

North 00° 47' 04" East, a distance of 120.00 feet to a 1/2" iron rod with plastic cap stamped "DAA" found for the Northeast corner of the above mentioned Lot 4, in the South Line of Fountain Gate Drive;

South 89° 12' 56" East, with said South Line, a distance of 47.34 feet to a 1/2" iron rod found for a corner at the beginning of a curve to the right, having a radius of 2062.00 feet, a central angle of 02° 08' 17" and a chord bearing and distance of South 88° 08' 47" East, 76.95 feet;

With said curve to the right an arc distance of 76.95 feet to a 1/2" iron rod found for a corner;

North 02° 55' 22" East, a distance of 170.00 feet to a 1/2" iron rod found for the Southwest corner of Lot 4, Block 85 of Dominion at Lakeview (Sunset Pointe Phase 19-A) an addition to the City of Little Elm, according to the plat filed of record in Cabinet Y, Page 706, Plat Records of Denton County, Texas;

THENCE with the Southerly lines of said Phase 19-A and the Southerly lines of Dominion at Lakeview (Sunset Pointe Phase 19-C) an addition to the City of Little Elm, according to the plat filed of record under Document Number 2011-124 Deed Records of Denton County, Texas the following twenty-nine (29) courses and distances to 1/2" iron rods with plastic caps stamped "DAA" found for corners:

South 85° 14' 17" East, a distance of 143.28 feet;

South 82° 36' 05" East, a distance of 62.12 feet;

South 80° 59' 48" East, a distance of 62.90 feet;

South 79° 22' 55" East, a distance of 62.90 feet;

South 77° 46' 03" East, a distance of 62.90 feet;

South 76° 09' 10" East, a distance of 62.90 feet;

South 74° 32' 18" East, a distance of 62.90 feet;

South 72° 55' 23" East, a distance of 62.93 feet;

South 70° 27' 22" East, a distance of 129.27 feet;

North 37° 24' 10" East, a distance of 45.38 feet;

North 39° 29' 33" East, a distance of 74.75 feet;

North 47° 06' 06" East, a distance of 63.18 feet;

North 54° 16' 33" East, a distance of 62.86 feet;

North 57° 42' 45" East, a distance of 62.86 feet;

North 59° 24' 55" East, a distance of 62.86 feet;

North 61° 07' 05" East, a distance of 62.86 feet;

North 62° 49' 16" East, a distance of 62.86 feet;

North 64° 31' 26" East, a distance of 62.86 feet;

North 66° 13' 37" East, a distance of 62.86 feet;

North 67° 55' 47" East, a distance of 62.86 feet;

North 69° 37' 57" East, a distance of 62.86 feet;

North 71° 20' 08" East, a distance of 62.86 feet;

North 73° 02' 18" East, a distance of 62.86 feet;

North 74° 44' 28" East, a distance of 62.86 feet;

North 76° 26' 39" East, a distance of 62.86 feet;

North 78° 08' 59" East, a distance of 63.05 feet;

North 79° 51' 38" East, a distance of 63.25 feet;

North 81° 37' 25" East, a distance of 66.91 feet;

North 83° 12' 26" East, a distance of 50.00 feet, to a 1/2" iron rod with plastic cap stamped "DAA" found for a corner on the East Line of Canyon Lake Drive;

THENCE over and across the above mentioned Sunset Pointe I, LTD. tract the following twenty-seven (27) courses and distances to 1/2" iron rods with plastic caps stamped "DAA" set for corners;

South 06° 47' 34" East, a distance of 120.51 feet to the beginning of a curve to the right, having a radius of 1994.50 feet, a central angle of 00° 17' 47" and a chord bearing and distance of North 84° 04' 25" East, 10.32 feet;

With said curve to the right an arc distance of 10.32 feet;

South 05° 46' 41" East, a distance of 50.00 feet to the beginning of a curve to the left, having a radius of 1944.50 feet, a central angle of 00° 11' 25" and a chord bearing and distance of South 84° 07' 36" West, 6.45 feet;

With said curve to the right an arc distance of 6.45 feet;

South 05° 58' 06" East, a distance of 120.86 feet;

South 84° 41' 13" West, a distance of 11.26 feet;

South 82° 40' 08" West, a distance of 64.23 feet;

South 80° 39' 03" West, a distance of 64.23 feet;

South 78° 37' 58" West, a distance of 64.23 feet;

South 76° 37' 23" West, a distance of 63.69 feet;

South 74° 37' 42" West, a distance of 63.30 feet;

South 72° 38' 22" West, a distance of 63.30 feet;

South 70° 39' 03" West, a distance of 63.30 feet;

South 68° 39' 44" West, a distance of 63.30 feet;

South 66° 40' 24" West, a distance of 63.30 feet;

South 64° 41' 05" West, a distance of 63.30 feet;

South 62° 41' 45" West, a distance of 63.30 feet;

South 61° 36' 09" West, a distance of 65.39 feet;

South 54° 11' 29" West, a distance of 74.30 feet;

South 49° 28' 19" West, a distance of 95.26 feet;

North 61° 32' 47" West, a distance of 123.80 feet to the beginning of a curve to the left, having a radius of 345.00 feet, a central angle of 08° 17' 51" and a chord bearing and distance of South 29° 12' 36" West, 49.92 feet;

With said curve to the right an arc distance of 49.92 feet;

South 25° 03' 40" West, a distance of 72.52 feet to the beginning of a curve to the right, having a radius of 2112.00 feet, a central angle of 00° 16' 48" and a chord bearing and distance of South 64° 07' 14" East, 10.33 feet;

With said curve to the right an arc distance of 10.33 feet;

South 26° 01' 10" West, a distance of 50.00 feet to the beginning of a curve to the left, having a radius of 2062.00 feet, a central angle of 00° 17' 46" and a chord bearing and distance of North 64° 07' 43" West, 10.65 feet;

With said curve to the right an arc distance of 10.65 feet;

South 25° 43' 25" West, a distance of 120.06 feet to a 1/2" iron rod with plastic cap stamped "DAA" set for a corner of this tract in the North Line of Enclave at Lakeview (Sunset Pointe 21) an addition to the City of Little Elm according to the document filed of record under Document Number 2011-178 Deed Records of Denton County, Texas;

THENCE with said North Line and a Northerly Line of the above mentioned (Sunset Pointe Phase 20-A) the following nineteen (19) courses and distances to 1/2" iron rods with plastic caps stamped "DAA" found for corners:

North 63° 21' 55" West, a distance of 3.44 feet;

North 65° 06' 23" West, a distance of 49.36 feet;

North 66° 33' 46" West, a distance of 49.36 feet;

North 68° 01' 09" West, a distance of 49.36 feet;

North 69° 28' 33" West, a distance of 49.36 feet;

North 70° 55' 56" West, a distance of 49.36 feet;

North 72° 23' 19" West, a distance of 49.36 feet;

North 73° 50' 42" West, a distance of 49.36 feet;

North 75° 18' 06" West, a distance of 49.36 feet;

North 76° 45' 29" West, a distance of 49.36 feet;

North 78° 12' 52" West, a distance of 49.36 feet;

North 79° 40' 16" West, a distance of 49.36 feet;

North 81° 07' 39" West, a distance of 49.36 feet;

North 82° 35' 02" West, a distance of 49.36 feet;

North 84° 02' 25" West, a distance of 49.36 feet;

North 85° 29' 49" West, a distance of 49.36 feet;

North 86° 57' 12" West, a distance of 49.36 feet;

North 88° 24' 28" West, a distance of 49.36 feet;

North 89° 12' 56" West, a distance of 49.97 feet to the POINT OF BEGINNING, containing 13.207 acres of land, more or less.

STATE OF TEXAS §
COUNTY OF DENTON §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT SUNSET POINTE I, LTD., a Texas limited partnership, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as DOMINION AT LAKEVIEW (SUNSET POINTE PHASE TWENTY THREE), an addition to the Town of Little Elm, Denton County, Texas and does hereby dedicate to the public use forever the streets and alleys thereon; and does hereby dedicate the easement strips shown on the plat for mutual use and accommodation of all public utilities desiring to use, or using same. No buildings, fences, trees, shrubs, or other improvements shall be constructed or placed upon, over, or across the easement strips on said plat. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements, or growths, which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easement strips, and any public utility shall at all times have the right of ingress or egress to and from and upon any said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone.

SUNSET POINTE I, LTD.
a Texas limited partnership

By: Landon Development Company, L.L.C.,
a Texas limited liability company
Managing General Partner

By: _____

Name: John R. Landon

Title: Manager

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared John R. Landon, Manager of Landon Development Company, a Texas limited liability company, Co-Managing General Partner of Sunset Pointe I, Ltd., a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of Sunset Pointe I, Ltd., a Texas limited partnership, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of _____, 2012.

Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS That I, SEAN PATTON, a Registered Professional Land Surveyor, do hereby certify that I have prepared this plat from an actual on the ground survey of the land; and the monuments shown hereon were found and/or placed under my personal supervision in accordance with the Ordinances of the Town of Little Elm, Denton County, Texas.

Sean Patton
Registered Professional Land Surveyor
No. 5660

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Sean Patton, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____, 2012.

Notary Public in and for the State of Texas

Approved by the Town of Little Elm, Texas this _____ day of _____, 2012.

Town Mayor

Attest:

Town Secretary

UTILITY COMPANIES

COSERV GAS

COSERV ELECTRIC

DATE

DATE

67 RESIDENTIAL LOTS
13.207 ACRES
FINAL PLAT
DOMINION AT LAKEVIEW
(SUNSET POINTE
PHASE TWENTY THREE)

AN ADDITION TO THE TOWN OF LITTLE ELM
M.E.P. & P.R.R. SURVEY ~ ABSTRACT NO. 917
P.T. HOLMES SURVEY ~ ABSTRACT NO. 644
DENTON COUNTY, TEXAS

DECEMBER 2011 SCALE: 1" = 60'

OWNER
SUNSET POINTE I, LTD.
4050 W. PARK BOULEVARD
214-707-0347 PLANO, TEXAS 75093

ENGINEER
DOWDEY, ANDERSON & ASSOCIATES, INC.
3225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

CAB. _____,PAGE _____

**TOWN OF LITTLE ELM
AGENDA INFORMATION SHEET:
CONSENT AGENDA**



COUNCIL AGENDA: February 7, 2012

PROJECT: Approve Quarterly Investment Report for the period ending December 31, 2011.

BACKGROUND: The purpose of this item is to provide Town Council an overview of the Town's cash and invested balances for the fiscal period ending December 31, 2011.

FISCAL IMPACT: Interest earnings for the Quarter total \$90,649. Fiscal year interest earnings total \$90,649.

RECOMMENDED ACTION: The Finance Director recommends consent action to accept and approve Cash and Investment Report for Quarter Ending December 31, 2011.

ATTACHMENTS: Quarterly Investment Report

TOWN CONTACTS: Alan Dickerson, Finance Director - 214.975.0415
adickerson@littleelm.org

MEMORANDUM

TO: DOUG PEACH, INTERIM TOWN MANAGER
FROM: ALAN DICKERSON, FINANCE DIRECTOR
SUBJ: INVESTMENT REPORT FOR QUARTER ENDING DEC 31, 2011
CC: MAYOR AND COUNCIL

Attached is the Quarterly Investment Report for the quarter ending Dec 31, 2011 of the fiscal year. This report complies with the requirements of the Town's Investment Policy and the Public Fund's Investment Act as amended. For the period ending Dec 31, 2011, the City's portfolio consisted of the following investments:

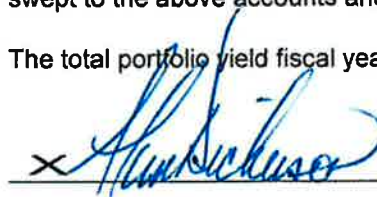
Portfolio by Type	Average Yield	Total Invested	% of Total
Money Market- Independent Bank & Texpool	1.26%	\$30,141,910	100%
Total Portfolio (Avg)	1.26%	\$30,141,910	100%

The Town does not carry any security instruments (investment type) on its books that are traded on the open market; therefore all investments are listed at 100% of market value. All Funds on deposit with Independent Bank, Point Bank and TexPool are fully secured and safeguarded. **Total interest earned for the quarter ending Dec 31, 2011 was \$90,649.**

Total cash and investments for the period ending Sept 30, 2011 was \$32,471,094 and the invested balances at Dec 31, 2011 was \$30,141,910, a net change of \$2,329,184.00. It is the strategy of the Finance Department to maintain a high percentage of its idle funds invested in safe and secure investment securities and pooled investment types in accordance with the Public Funds Investment Act.

Over 100% of the Town's current portfolio has same day access which is sufficient to cover normal and seasonal operational costs. The Town's investment and cash management strategy will be to maintain operational and capital needs in money market accounts and liquid asset pools. The Town's funds are swept to the above accounts and withdrawn as needed for operational cash flow requirements.

The total portfolio yield fiscal year-to-date is 1.26%

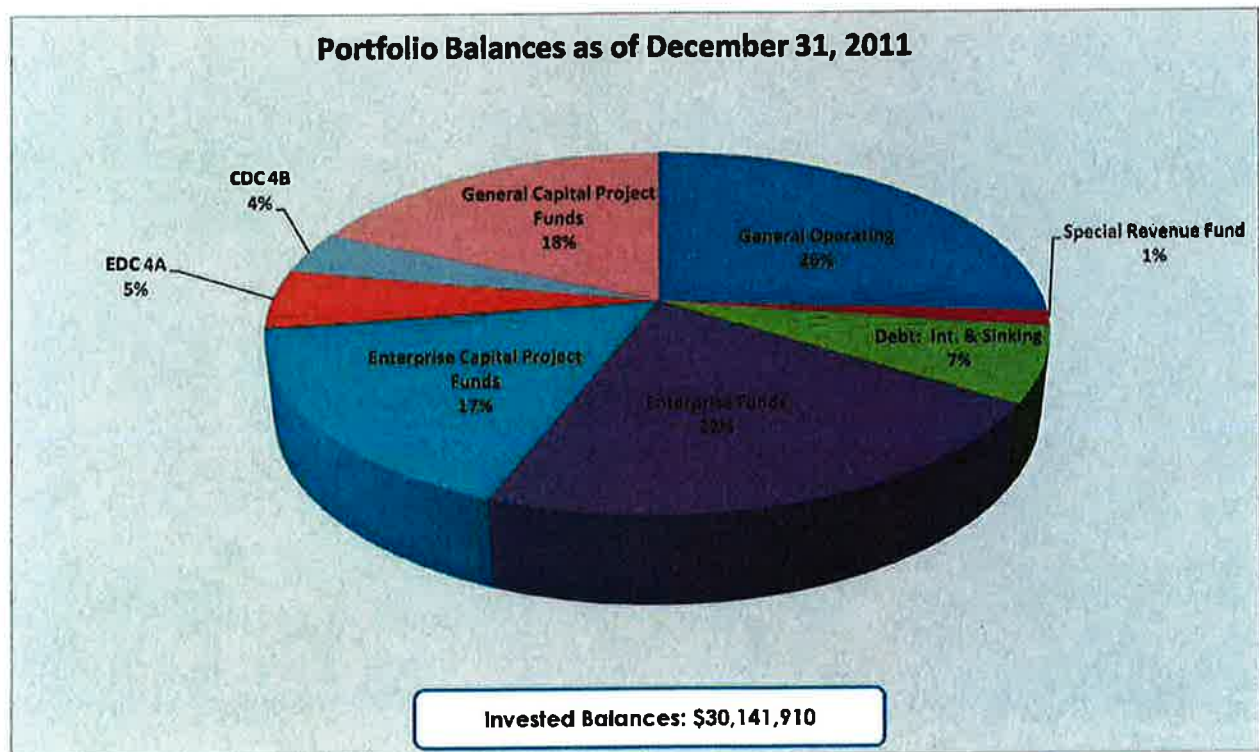

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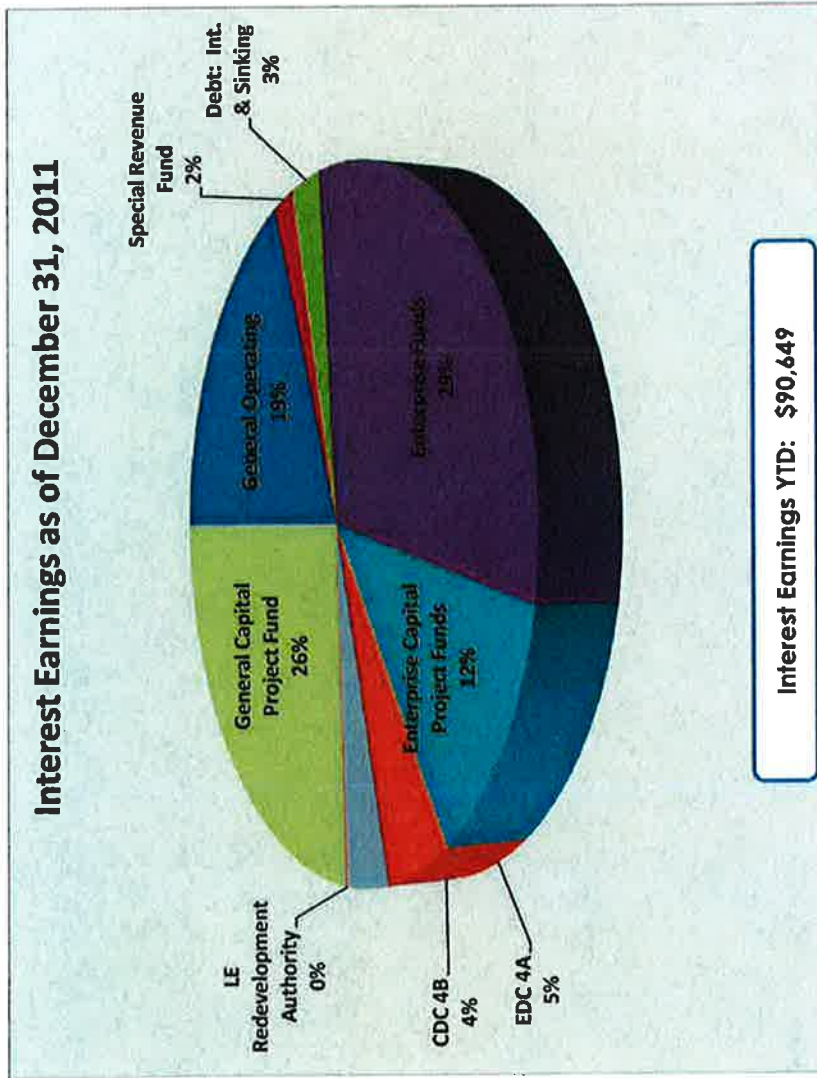
Cash and Investment Summary Comments

Portfolio Summary as of 12-30-2011

- * \$30,141,910- Cash and Investments on hand at 12/30/2011; average yield 1.26%
- * \$2,329,182 - Change in Cash since end of Quarter at 9/30/2011 (Decrease)
- * \$90,649 - Interest earned for 1st Quarter of fiscal year
- * 100% or \$30,141,910 of portfolio is in depository bank
- * All funds on deposit with depository bank. Offering best returns. Fully collateralized.
- * 1.26% - Average Fiscal Year-to-Date Average Yield on Portfolio
- * Benchmarks: 3 Month Treasury Rolling Yield is .02%; 6 Month Treasury Rolling Yield is .06



INTEREST ALLOCATION	1st Qtr					YTD	
	Oct-11	Nov-11	Dec-11	2011	2011	FY 2012	FY 2012
General Operating	79,786.13	5,968.45	5,213.11	5,900.64	17,082.20	17,082.20	17,082.20
Special Revenue Fund	5,277.45	606.02	611.63	549.05	1,795.22	1,795.22	1,795.22
Interest and Sinking	17,933.65	564.85	631.23	1,218.57	2,414.65	2,414.65	2,414.65
Enterprise Funds	79,946.03	8,526.65	8,570.72	9,691.68	26,789.05	26,789.05	26,789.05
Enterprise Capital Project Funds	72,231.04	4,187.27	3,519.04	3,215.80	10,922.11	10,922.11	10,922.11
Economic Development 4A Corporation	15,605.08	1,937.29	1,442.14	1,393.18	4,772.61	4,772.61	4,772.61
Community Development 4B Corporation	11,464.70	1,068.36	1,076.65	1,109.85	3,254.86	3,254.86	3,254.86
LE Redevelopment Authority	34.31	18.13	17.14	181.77	217.04	217.04	217.04
General Capital Project Funds	171,270.18	8,970.57	7,559.46	6,871.27	23,401.30	23,401.30	23,401.30
Total Cash and Investments by Portfolio Fund Type:	453,548.57	31,847.59	28,641.12	30,131.81	90,649.04	90,649.04	90,649.04



CASH AND INVESTMENTS BY PORTFOLIO

(All funds are in interest bearing accounts.)

Fund	#	Fund Description	Balances 9-30-11	Balances 12-31-11	Changes from 9-30-11	Use of Funds
General Operating						
112-0101-00-00	112	CASH-GENERAL FUND	5,220,241	7,607,977	2,427,736	Daily Operations
115-0101-00-00	115	CASH-STREET MAINTENANCE	212,183	202,282	(9,901)	1/4 Cent Sales Tax for Streets
			5,432,424	7,850,259	2,417,835	0
Special Revenue Fund						
200-0101-00-00	200	CASH-SPECIAL REVENUE	299,228	332,940	33,712	Library, Police and Fire Restricted
201-0101-00-00	201	CASH-TEEN COURT FUND		(954)	(954)	Town Court
202-0101-00-00	202	CASH-STREETSCAPE FUND		12,287	12,287	Streetscape
205-0101-00-00	205	CASH-TRAFFIC SAFETY	198,913	174,969	(23,944)	Red Light Camera Program
210-0101-00-00	210	CASH-SOLAR GRANT FUND		(153,560)	(153,560)	Solar Grant Fund
250-0101-00-00	250	CASH-GRANTS AND DONATIONS	30,479	30,493	14	Library, Police and Fire Restricted
412-0101-00-00	412	CASH-FORFEITURE	9,293	9,322	29	Police - restricted
815-0101-00-00	815	LE REDEVELOPMENT AUTHORITY	165,987	169,061	217	LE Redevelopment Authority
			554,503	422,104	(132,399)	
Interest and Sinking						
312-0101-00-00	312	CASH-DEBT SERVICE FUND	496,133	2,021,712	1,525,579	Restricted for debt payments
312-1380-00-00	312	TEXPOOL-2010 GO I&S	0	0	0	Restricted for 2010 GO Interest
861-0101-00-00	861	CASH - Tax Notes	0	0	0	0
862-0101-00-00	862	CASH - Tax Notes	0	0	0	0
			496,133	2,021,712	1,525,579	
Enterprise Funds						
612-0101-00-00	612	CASH-UTILITY OPERATING	3,211,686	5,335,953	2,124,267	Daily Operations and Debt Payments
612-0101-00-74	612	CASH-RESERVE FOR I&S	890,258	893,046	2,788	Restricted for Revenue Bonds
612-1374-00-00	612	TEXPOOL-BOND RESERVE	0	0	0	Closed
612-1380-00-76	612	TEXPOOL-RESTRICTED BOND FUNDS	0	0	0	Closed
712-0101-00-00	712	CASH-SOLID WASTE	188,291	340,964	152,673	Restricted for Courtesy Site
715-0101-00-00	715	CASH-STORM DRAINING FUND		738	738	
			4,290,236	6,570,701	2,280,465	
Enterprise Capital Project Funds						
612-0101-00-76	612	RESTRICTED CASH-CO'S \$16.770M	3,830,883	2,560,393	(1,270,490)	Restricted for Water and Sewer CIP
612-1381-00-76	612	INVESTMENTS - POINT BANK - CO'S	0	0	0	Restricted for Water and Sewer CIP
816-0101-00-00	816	CASH IN BANK - CONSOLIDATED	9,292	9,292	0	Restricted for Water and Sewer CIP
819-0101-00-00	819	CASH IN BANK - CONSOLIDATED	719,411	689,242	(30,169)	Restricted for Water and Sewer CIP
829-0101-00-00	829	CASH IN BANK	12,331	12,331	0	Restricted for Water and Sewer CIP
831-0101-00-00	831	CASH IN BANK - CONSOLIDATED	0	0	0	Restricted for Water and Sewer CIP
840-0101-00-00	840	CASH IN BANK - CONSOLIDATED	0	0	0	Restricted for Water and Sewer CIP
840-1370-00-00	840	TEXPOOL-2004 W/WW REV BONDS	1,808,738	2,798,301	(10,563)	Restricted for Water and Sewer CIP
913-0101-00-00	913	CASH IN BANK - CONSOLIDATED	6,380,655	5,069,459	(1,311,197)	Restricted for Water and Sewer CIP
Economic Development 4A Corporation						
811-0101-00-00	811	CASH-ECONOMIC DEVELOPMENT	1,505,630	1,583,979	78,349	Restricted for 4A Purposes
			1,505,630	1,583,979	78,349	
Community Development 4B Corporation						
814-0101-00-00	814	CASH-CDC	957,463	1,131,821	166,378	Restricted for 4B Purposes
			957,463	1,131,821	166,378	
General Capital Project Funds						
822-0101-00-00	822	CASH IN BANK - STREET IMPACT FEES	12,481	13,197	716	Restricted for Street Projects
823-0101-00-00	823	CASH IN BANK - PARK DEV FEES	95,492	95,707	216	Restricted for Park Projects
828-0101-00-00	828	CASH IN BANK - STREET IMPACT FEES	219,117	647,069	427,952	Restricted for Street Projects
850-0101-00-00	850	CASH IN BANK - 2004 GO BONDS	2,504,798	2,743	(2,502,055)	Restricted for 04 GO Bond Projects
850-1115-00-00	850	CD-Sterling Bank	0	0	0	Restricted for 04 GO Bond Projects
850-1372-00-00	850	TEXPOOL-S2006 G.O. BONDS \$6.25M	0	0	0	Restricted for 04 GO Bond Projects
870-0101-00-00	870	CASH IN BANK - 2009 GO BONDS	4,325,547	(967,305)	(5,282,852)	Restricted for 09 GO Bond Projects
870-0101-00-87	870	RESTRICTED CASH-09 GO BONDS	0	0	0	Restricted for 09 GO Bond Projects
870-1115-00-00	870	2009 GO BOND FUND-H100062461	3,595	0	(3,595)	Restricted for 09 GO Bond Projects
870-1115-00-00	870	2010 GO BOND FUND-H100064293	5,683,100	5,690,265	7,165	Restricted for 09 GO Bond Projects
870-1115-00-00	870	INVESTMENTS-CDS	0	0	0	Restricted for 09 GO Bond Projects
870-1115-00-00	870	INVESTMENTS-CD-STERLING BANK	0	0	0	Restricted for 09 GO Bond Projects
870-1380-00-00	870	TEXPOOL-2010 GO BONDS	0	0	0	Restricted for 09-10 Bond Projects
			12,844,070	5,391,676	(7,452,394)	
			32,471,092	30,141,910	(2,329,182)	
Total Cash and Investments at 12-30-2011						
Summary by Fund Type: Invested Balances						
General Operating			9/30/11	12/31/11		
Special Revenue Fund			5,432,424	7,850,259	26.04%	
Interest and Sinking			554,503	422,304	1.40%	
Enterprise Funds			496,133	2,021,712	6.71%	
Enterprise Capital Project Funds			4,290,236	6,570,701	21.80%	
Economic Development 4A Corporation			6,380,655	5,069,459	16.92%	
Community Development 4B Corporation			1,505,630	1,583,979	5.48%	
General Capital Project Funds			967,463	1,131,821	3.75%	
Total Cash and Investments by Portfolio Fund Type:			32,471,092	30,141,910	18.22%	



LITTLE ELM

INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended

December 31, 2011

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the Town of Little Elm is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

Tom Kiskun
Finance Director

Dianne Hewson
Assistant Finance Director

Strategy Summary:

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range between 0.00% and 0.25% (actual Fed Funds traded below 10bps). The European Union crisis has been the main market focus. Continuing deterioration and uncertainty of individual country credit ratings, and the political and financial costs of stabilization, dampened any positive domestic news. The FOMC initiated Operation Twist in an attempt to reduce longer-term interest rates by selling shorter securities and buying longer securities. There is also discussion of a potential QE3. The Bank DDA, with 1.26% minimum rate, is still the best option.

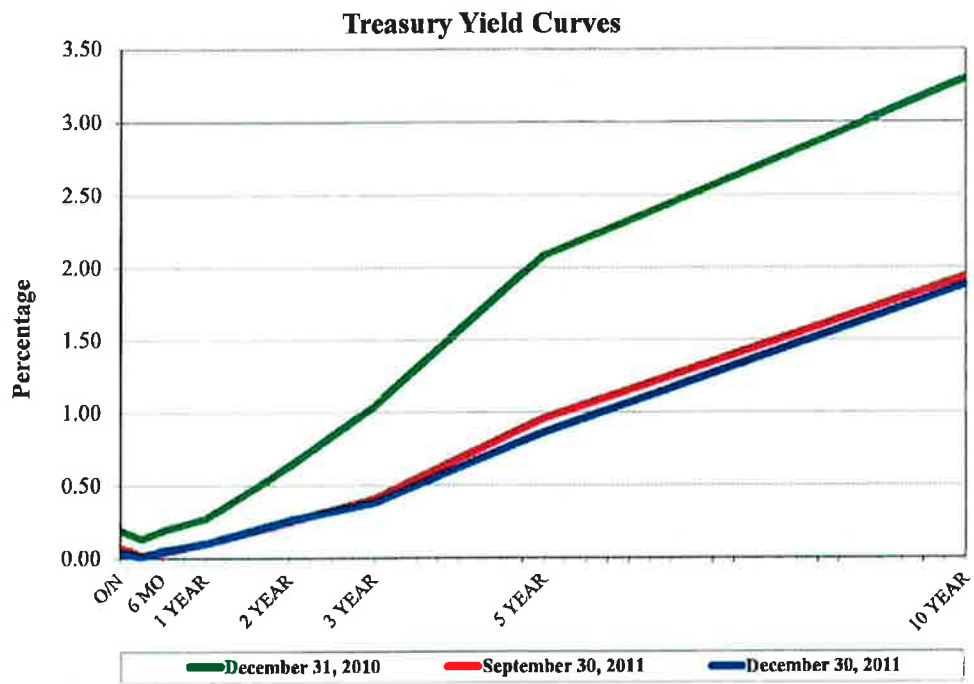
Quarter End Results by Investment Category:

Asset Type	Avg. Yield	December 31, 2011		September 30, 2011	
		Book Value	Market Value	Book Value	Market Value
Pools/Bank DDA	1.26%	\$ 30,141,910	\$ 30,141,910	\$ 32,471,094	\$ 32,471,094
Securities/CDA		-	-	-	-
Totals		\$ 30,141,910	\$ 30,141,910	\$ 32,471,094	\$ 32,471,094

Average Yield (1)		Fiscal Year-to-Date Average Yield (2)	
Total Portfolio	1.26%	Total Portfolio	1.26%
Rolling Three Mo. Treas. Yield	0.02%	Rolling Three Mo. Treas. Yield	0.02%
Rolling Six Mo. Treas. Yield	0.06%	Rolling Six Mo. Treas. Yield	0.06%
		Quarterly TexPool Yield	0.08%
Quarterly Interest Income	\$ 90,849		
Year-to-date Interest Income	\$ 90,849		

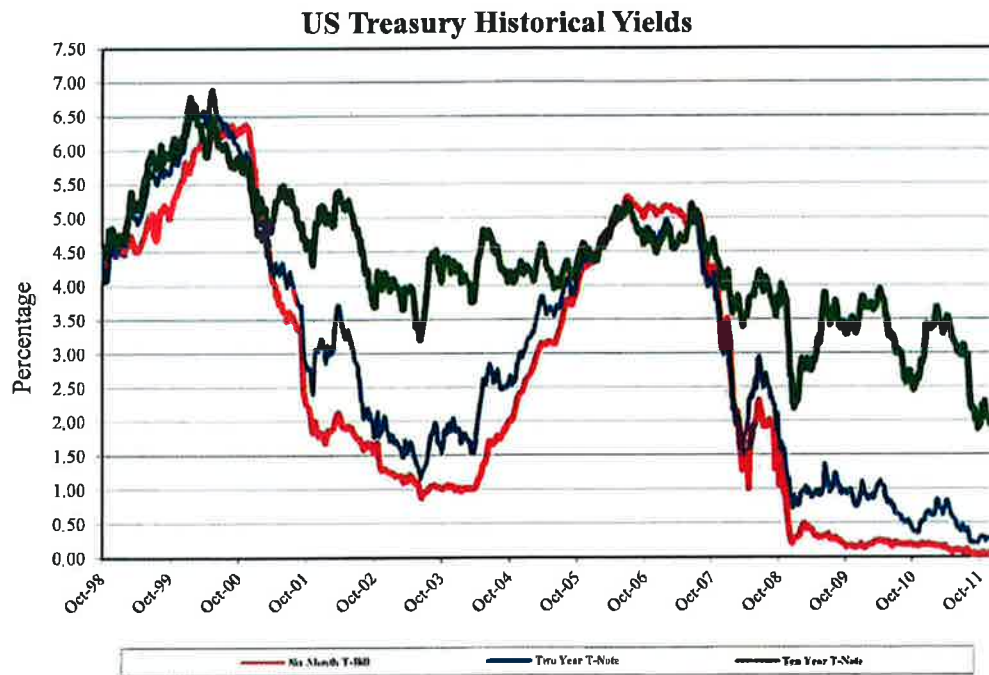
(1) Average Yield calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.



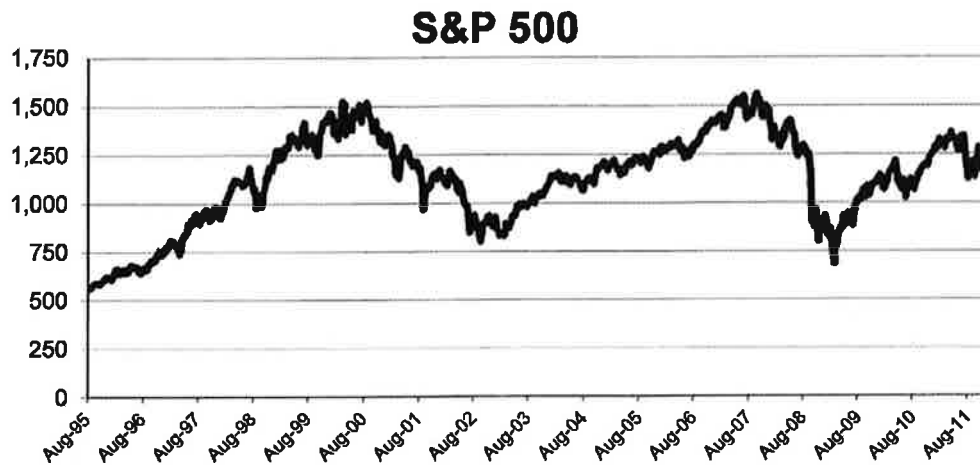
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Detail of Holdings December 31, 2011

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (mo)	Yield
DDA		1.26%	1/1/2012	12/31/2011	\$ 30,141,910	\$ 30,141,910	1.000	\$ 30,141,910	0.03	1.26%
					<u>\$ 30,141,910</u>	<u>\$ 30,141,910</u>		<u>\$ 30,141,910</u>	<u>0.03</u>	<u>1.26%</u>
									(1)	(2)

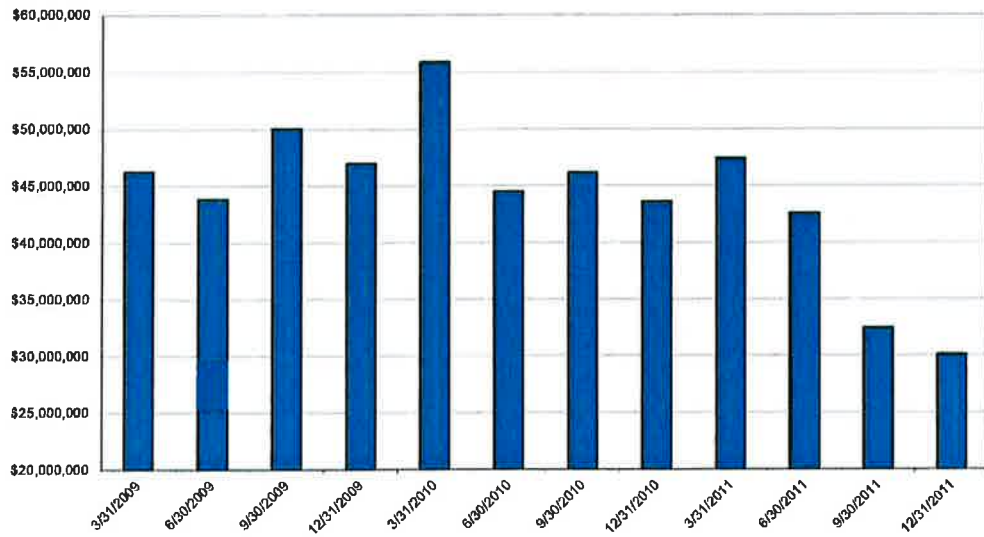
(1) **Weighted average life** - For purposes of calculating weighted average life, pool and bank account investments are assumed to have a one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for pool and bank account investments.

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Total Portfolio



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Portfolio Composition

Securities/CDs
0%



Pools/Bank
DDA 100%

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Book Value Comparison

Description	Coupon/ Discount	Maturity Date	September 30, 2011		Purchases/ Adjustments	Sales/Adjust/ Maturities	December 31, 2011	
			Par Value	Book Value			Par Value	Book Value
DDA	1.26%	1/1/2012	\$ 32,471,094	\$ 32,471,094	\$ -	\$ (2,329,184)	\$ 30,141,910	\$ 30,141,910
TOTAL			\$ 32,471,094	\$ 32,471,094	\$ -	\$ (2,329,184)	\$ 30,141,910	\$ 30,141,910

Market Value Comparison

Description	Coupon/ Discount	Maturity Date	September 30, 2011		Qtr to Qtr Change	December 31, 2011	
			Par Value	Market Value		Par Value	Market Value
DDA	1.26%	1/1/2012	\$ 32,471,094	\$ 32,471,094	\$ (2,329,184)	\$ 30,141,910	\$ 30,141,910
TOTAL			\$ 32,471,094	\$ 32,471,094	\$ (2,329,184)	\$ 30,141,910	\$ 30,141,910

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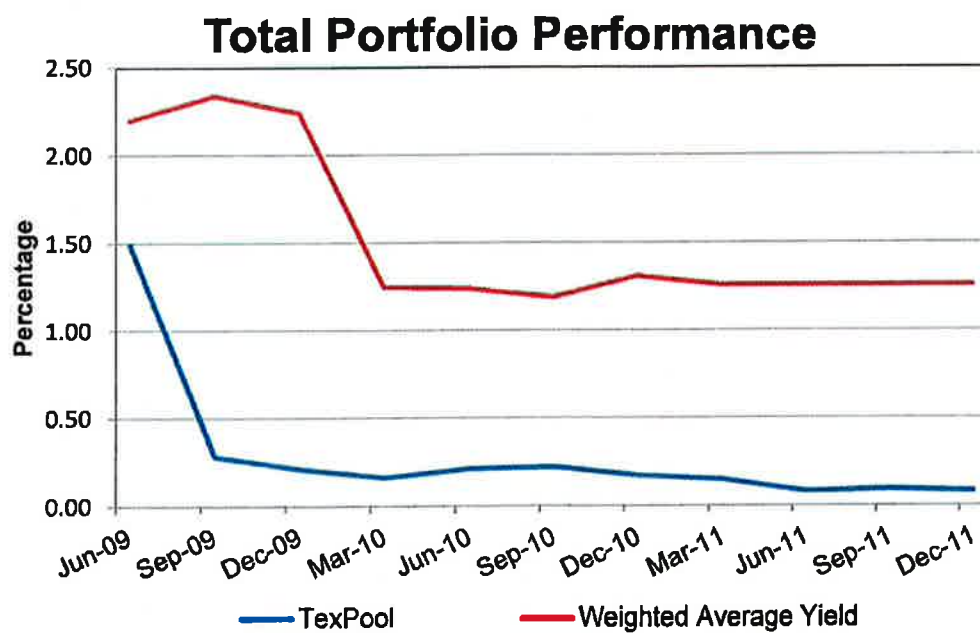
Allocation

Book & Market Value		December 31, 2011							
		Total	General Operating	Special Revenue	Interest & Sinking	Enterprise Funds	Enterprise Capital Projects	EDC 4A	EDC 4B
DDA	\$	30,141,910	\$ 7,850,259	\$ 422,304	\$ 2,021,712	\$ 6,570,701	\$ 5,069,459	\$ 1,583,979	\$ 1,131,821
Totals	\$	30,141,910	\$ 7,850,259	\$ 422,304	\$ 2,021,712	\$ 6,570,701	\$ 5,069,459	\$ 1,583,979	\$ 1,131,821

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Allocation							September 30, 2011		
Book & Market Value	Total	General Operating	Special Revenue	Interest & Sinking	Enterprise Funds	Enterprise Capital Projects	EDC 4A	EDC 4B	General Capital Projects
DDA	\$ 32,471,094	\$ 5,432,424	\$ 554,503	\$ 496,133	\$ 4,290,236	\$ 6,380,655	\$ 1,505,630	\$ 967,443	\$ 12,844,070
Totals	\$ 32,471,094	\$ 5,432,424	\$ 554,503	\$ 496,133	\$ 4,290,236	\$ 6,380,655	\$ 1,505,630	\$ 967,443	\$ 12,844,070



Disclaimer

These reports were compiled using information provided by the Town. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C., from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.



TOWN OF LITTLE ELM
AGENDA INFORMATION SHEET: (consent)

COUNCIL MEETING

DATE:

February 07, 2012

PROJECT:

Receive Quarterly Budget and Financial Report for quarter ending December 31, 2011.

DESCRIPTION:

The purpose of this item is to provide town Council a report of financial performance of the town regarding its Budget of Revenues and Expenditures and changes in fund balance for the 1st Quarter of the fiscal year ending December 31, 2011.

FISCAL IMPACT:

All of the Town's operating funds are reporting a positive fund balance. There are no significant or material aberrations in revenue and expenditures. All revenues are on target for this reporting period and we have not seen any indications of revenue declines.

The Town's Financial Outlook is excellent with revenues exceeding expenditures in most all funds.

**RECOMMENDED
ACTION:**

The Finance Department recommends receipt of report for informational purposes.

TOWN CONTACT:



Alan Dickerson, Finance Director at 214-975-0415
adickerson@littleelm.org

ATTACHMENTS:

Town-Wide Budget Summary
Operating Statements by Fund



QUARTERLY BUDGET REPORT

FY 2011-2012

(October 1 - December 31, 2011)

Contents:

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TOWN WIDE BUDGET SUMMARY
"Programs and Services"
Fiscal Year 2012
October 1, 2011 - December 31, 2011
Quarterly Report





TOWN WIDE BUDGET SUMMARY
Fiscal Year 2012
October 1, 2011 - December 31, 2011
Quarterly Report

Governmental Funds (Major and Non-Major Funds)	Beginning Fund Balances	Revenues	Expenses	Net Revenues	Ending Fund Balances
General Fund	\$ 6,033,870	\$ 4,832,783	\$ 3,057,157	\$ 1,775,626	\$ 7,809,495
Debt Service Fund	547,522	1,577,576	-	1,577,576	2,125,098
Utility fund	7,181,413	2,005,147	1,580,969	424,179	7,605,592
Solid Waste Fund	360,815	442,915	392,109	50,806	411,622
Street Maint Fund	162,847	34,249	1,224	33,025	195,872
Special Revenue Funds	17,251	-	2,051	(2,051)	15,200
Court Technology Fund	13,897	2,673	-	2,673	16,571
Court Security Fund	33,403	1,943	-	1,943	35,346
Child Safety Program Fund	45,253	2,655	-	2,655	47,908
Juvenile/Teen Court Fund	10,917	3,232	4,871	(1,639)	9,278
Streetscape Fund	205,039	12,287	-	12,287	217,326
Traffic Safety Fund	99,709	90,061	70,973	19,088	118,798
Donation Fund	34,300	773	893	(120)	34,180
Forfeiture Fund	9,293	29	-	29	9,322
SECO Grant Fund	(42,361)	-	-	-	(42,361)
Park Development Fee Fund	95,492	216	-	216	95,707
Fund Totals	\$ 14,808,660	\$ 9,006,538	\$ 5,110,246	\$ 3,896,293	\$ 18,704,953

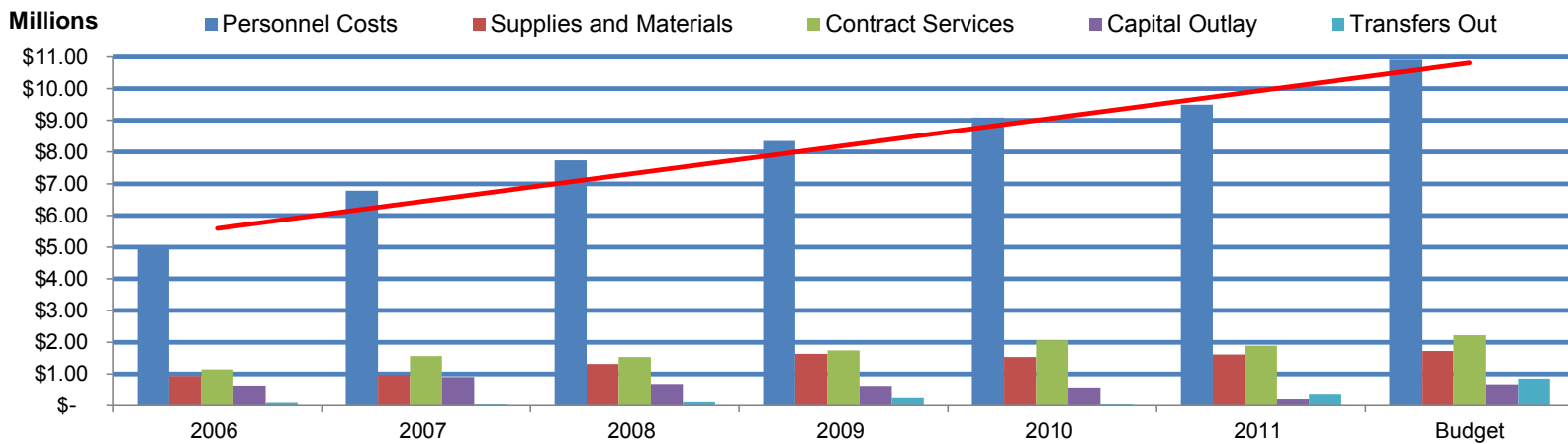
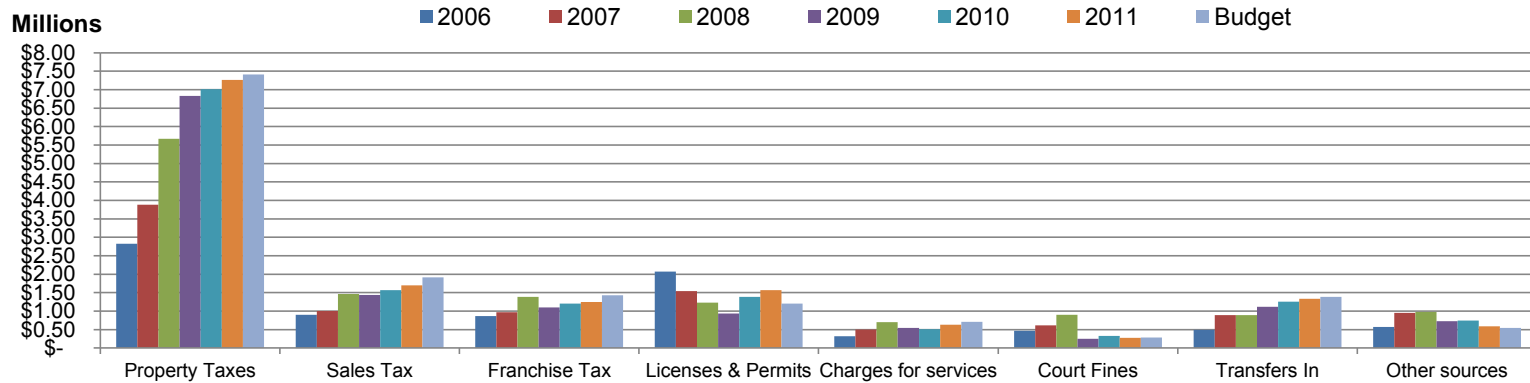


LITTLE ELM

GENERAL FUND

This fund is the General Operating Fund of the Town and is supported with property taxes, sales tax and other charges and services. The General Fund supports all general governmental purposes such as public safety, streets, facility maintenance, culture and recreation and administrative functions.

Quarterly Budget Report FY 2011-2012





GENERAL FUND
(Revenues, Expenditures and Change in Fund Balance)
Fund 112
(unaudited)

	ACTUAL 2008-2009	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD	% Var. to Budget	Remaining Budget
BEGINNING FUND BALANCE	\$ 3,930,726	\$ 4,265,588	\$ 5,006,919	\$ 6,033,870	\$ 6,033,870	\$ 6,033,870	xxx	xxx
REVENUES								
Property taxes	\$ 6,827,171	\$ 7,008,667	\$ 7,263,227	\$ 7,413,601	\$ 7,413,601	\$ 3,712,964	50.1%	3,700,637
Other taxes	2,542,102	2,774,940	2,949,639	3,342,069	3,342,069	136,120	4.1%	3,205,949
Permits and licenses	936,753	1,389,979	1,571,253	1,204,892	1,204,892	280,259	23.3%	924,633
Fees and charges	794,930	838,478	908,233	998,675	998,675	236,151	23.6%	762,524
Intergovernmental	503,167	496,304	389,495	371,759	371,759	75,657	20.4%	296,102
Miscellaneous	227,605	250,258	198,797	170,200	170,200	44,727	26.3%	125,473
Capital leases	-	-	-	-	-	-	0.0%	-
Transfers In	1,115,211	1,258,443	1,334,042	1,382,195	1,382,195	346,905	25.1%	1,035,290
TOTAL OPERATING REVENUES	\$ 12,946,940	\$ 14,017,069	\$ 14,614,685	\$ 14,883,391	\$ 14,883,391	\$ 4,832,783	32.5%	\$ 10,050,608
TOTAL FUNDS AVAILABLE	\$ 16,877,666	\$ 18,282,657	\$ 19,621,604	\$ 20,917,261	\$ 20,917,261	\$ 10,866,652		
EXPENDITURES								
Town Council	\$ 35,366	\$ 26,149	\$ 25,242	\$ 36,120	\$ 36,120	\$ 6,320	17.5%	29,800
Town Manager	225,596	219,356	222,484	232,304	232,304	55,477	23.9%	176,827
Town Secretary	124,335	131,329	130,596	140,152	140,152	29,131	20.8%	111,021
Town Attorney	234,059	149,231	237,417	210,000	210,000	41,483	19.8%	168,517
Court	156,022	220,270	246,767	259,356	259,356	58,600	22.6%	200,756
Finance	669,595	758,645	663,086	770,141	770,141	150,100	19.5%	620,041
Library	251,776	230,519	237,212	438,498	438,498	86,244	19.7%	352,254
Engineering	389,033	565,697	629,273	580,226	580,226	151,308	26.1%	428,918
Information Technology	411,000	457,932	440,731	457,666	457,666	66,425	14.5%	391,241
Human Resources	304,373	354,089	331,374	402,466	402,466	192,104	47.7%	210,362
Community Development	312,385	288,627	254,693	263,081	355,774	62,383	17.5%	293,391
Code Enforcement	189,858	190,788	146,954	-	-	-	0.0%	-
Building Inspections	266,453	269,660	349,860	398,116	398,116	93,265	23.4%	304,851
Police	2,897,358	3,257,105	3,281,293	3,619,240	3,619,240	694,784	19.2%	2,924,456
Animal Control	124,004	144,198	129,313	145,108	145,108	31,833	21.9%	113,275
Fleet Services	164,591	183,852	190,464	220,353	220,353	44,473	20.2%	175,880
Building Maint	389,627	374,135	381,823	593,650	593,650	90,543	15.3%	503,107
Streets	794,858	915,139	847,006	939,709	939,709	142,960	15.2%	796,749
Parks and Recreation	1,077,869	1,164,048	1,065,514	1,372,749	1,372,749	214,427	15.6%	1,158,322
Fire	3,326,431	3,336,123	3,400,343	4,447,372	4,354,679	845,299	19.4%	3,509,380
TOTAL EXPENDITURES	\$ 12,344,587	\$ 13,236,894	\$ 13,211,444	\$ 15,526,307	\$ 15,526,307	\$ 3,057,157	19.7%	\$ 12,469,150

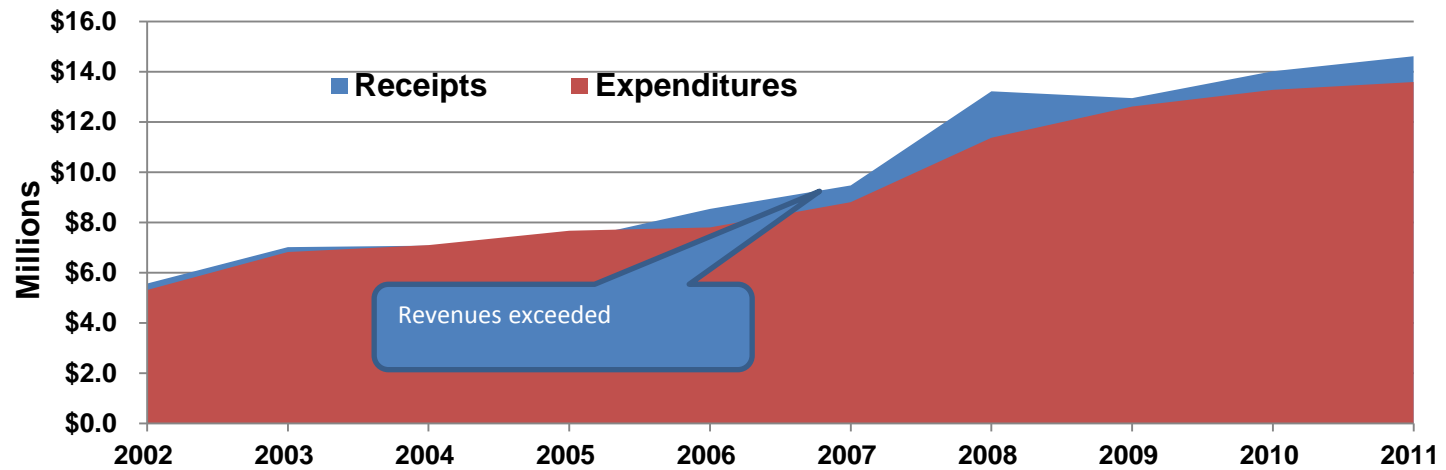


GENERAL FUND
(Revenues, Expenditures and Change in Fund Balance)
Fund 112
(unaudited)

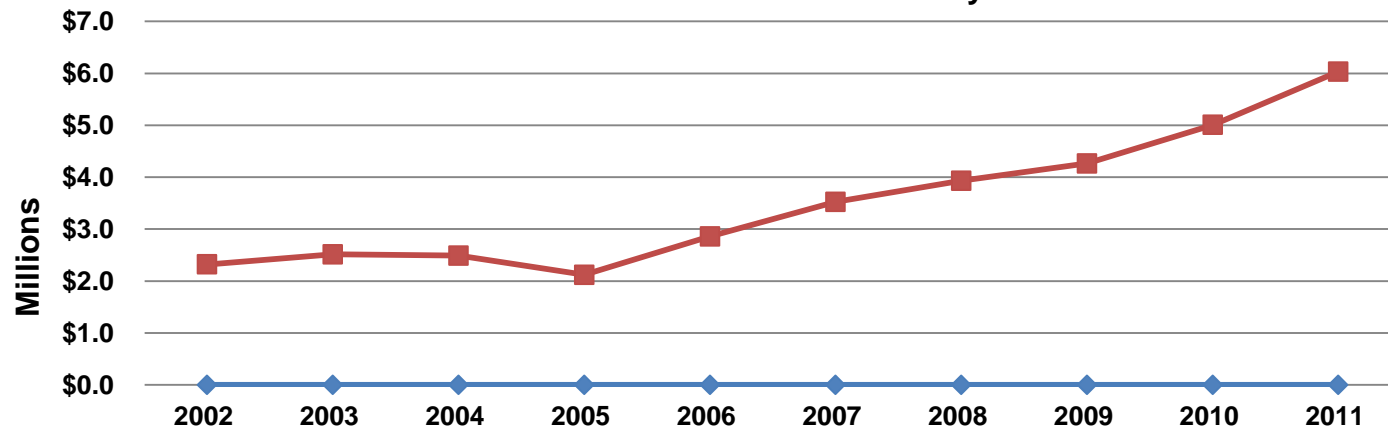
	ACTUAL 2008-2009	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD	% Var. to Budget	Remaining Budget
Transfers Out	\$ 267,490	\$ 38,844	\$ 376,291	\$ 850,000	\$ 850,000	\$ -	0%	850,000
TOTAL OPERATING TRANSFERS	\$ 267,490	\$ 38,844	\$ 376,291	\$ 850,000	\$ 850,000	\$ -	0%	\$ 850,000
TOTAL EXPENDITURES AND TRANSFERS	\$ 12,612,077	\$ 13,275,738	\$ 13,587,735	\$ 16,376,307	\$ 16,376,307	\$ 3,057,157	19%	\$ 13,319,150
Excess (deficiency) of revenues over (under) expenditures	\$ 334,863	\$ 741,331	\$ 1,026,950	\$ (1,492,916)	\$ (1,492,916)	\$ 1,775,626	xxx	xxx
ENDING FUND BALANCE	\$ 4,265,588	\$ 5,006,919	\$ 6,033,870	\$ 4,540,954	\$ 4,540,954	\$ 7,809,495	xxx	xxx
Unreserved, designated for unbudgeted items	\$ 1,697,696	\$ 2,731,009	\$ 1,238,093	\$ 1,238,093	\$ 1,238,093	\$ 4,506,634		
Unreserved, undesignated @25% of exp.	\$ 3,309,224	\$ 3,302,861	\$ 3,302,861	\$ 3,302,861	\$ 3,302,861	\$ 3,302,861		
	\$ 5,006,920	\$ 6,033,870	\$ 4,540,954	\$ 4,540,954	\$ 4,540,954	\$ 7,809,495		



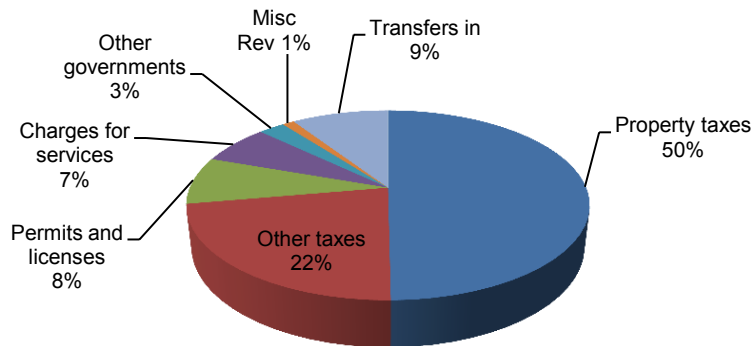
Quarterly Budget Report FY 2011-2012



Ten Years Fund Balance History

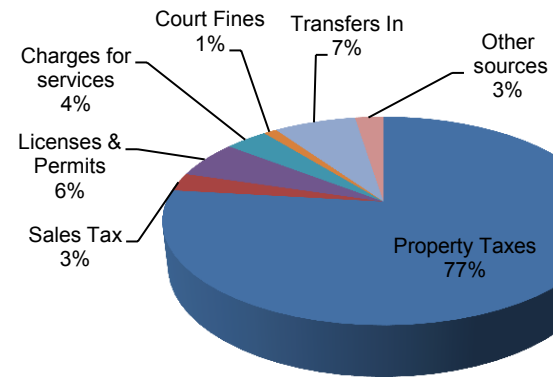


2012 Annual Revenue Budget



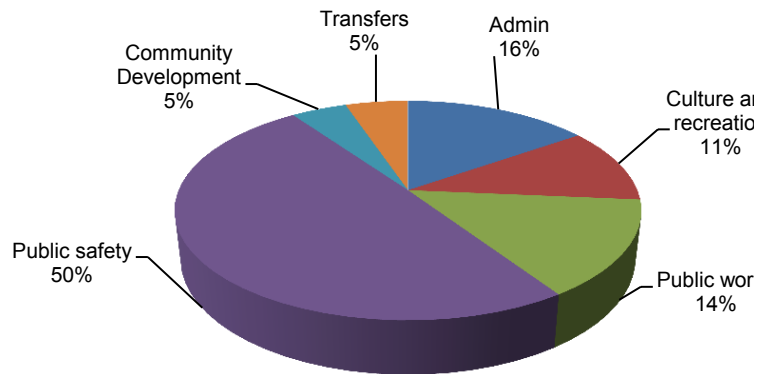
Total Revenue Budget: \$14,883,391

2012 YTD Revenue



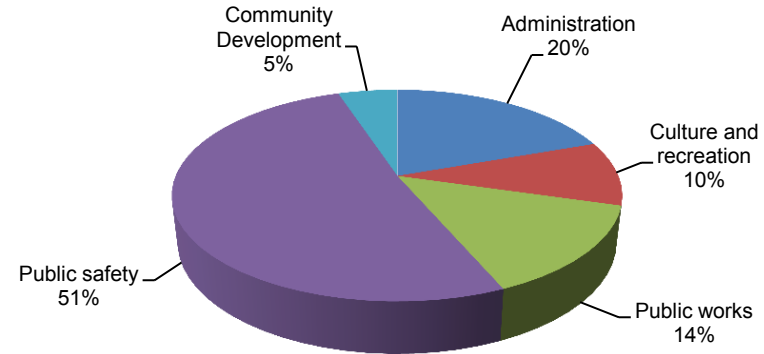
Revenue Budget YTD: \$4,829,491

2012 Annual Budget by Function



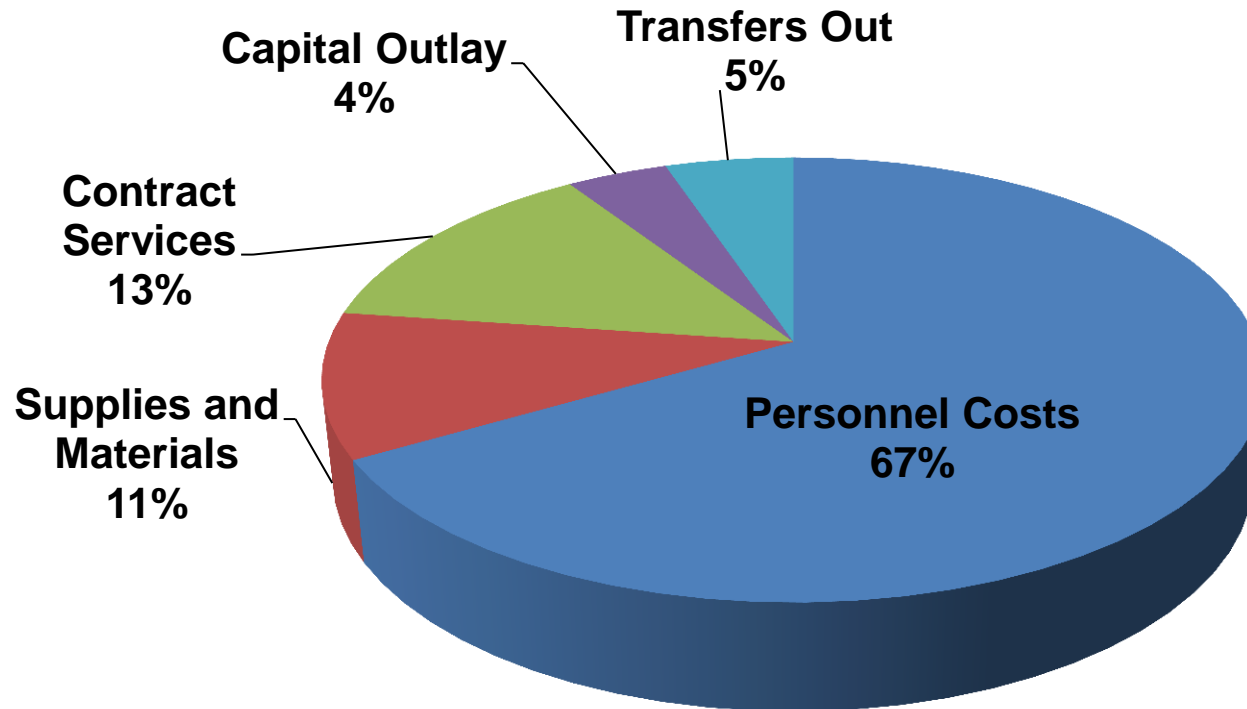
Total Revenue Budget: \$16,376,307

2012 YTD Expense by Function



Total Revenue Budget: \$3,057,157

2011-2012 General Fund Expense By Category



Total Budget: \$16,376,307

REVENUE SCHEDULE

ACCOUNT CODE	ACCOUNT DESCRIPTION	ACTUAL 2008-2009	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
112-5111-00-00	CURRENT YEAR PROPERTY TAXES	6,689,484	6,784,806	6,963,465	7,266,601	7,266,601	3,691,050
112-5115-00-00	PENALTY & INTEREST ON DELINQUE	67,506	73,409	62,042	62,000	62,000	2,973
112-5121-00-00	PRIOR YEAR PROPERTY TAXES	70,181	150,453	237,721	85,000	85,000	18,941
	PROPERTY TAXES	6,827,171	7,008,667	7,263,227	7,413,601	7,413,601	3,712,964
112-5132-00-00	CITY SALES TAX	1,424,843	1,554,552	1,683,982	1,899,347	1,899,347	133,408
112-5141-00-00	MIXED DRINK TAX	17,709	12,200	14,983	16,282	16,282	2,711
112-5143-00-00	FRANCHISE FEE - ELECTRIC	799,683	868,845	861,780	1,050,000	1,050,000	-
112-5144-00-00	FRANCHISE FEE - GAS	123,972	113,483	122,963	119,440	119,440	-
112-5145-00-00	FRANCHISE FEE - CABLE	97,039	143,137	202,356	183,500	183,500	-
112-5146-00-00	TELEPHONE R-O-W ACCESS FEES	78,856	82,723	63,575	73,500	73,500	-
	OTHER TAXES	2,542,102	2,774,940	2,949,639	3,342,069	3,342,069	136,120
112-5211-00-00	MOBILE HOME PARK LICENSE	11,796	11,796	11,796	12,000	12,000	-
112-5214-00-00	ENVIRONMENTAL HEALTH LICENSES	21,575	24,550	23,100	24,200	24,200	7,800
112-5221-00-00	CERTIFICATE OF OCCUPANCY	16,883	5,403	1,475	2,000	2,000	26,176
112-5222-00-00	BUILDING PERMITS	667,362	1,216,661	1,363,932	992,492	992,492	226,565
112-5223-00-00	ELECTRICAL PERMITS	44,297	19,230	18,146	15,000	15,000	3,425
112-5224-00-00	PLUMBING PERMITS	66,273	9,203	9,586	6,500	6,500	-
112-5225-00-00	MECHANICAL PERMITS	35,608	5,839	4,232	2,400	2,400	100
112-5226-00-00	INSPECTIONS AND REINSPECTIONS	54,023	48,020	47,120	40,000	40,000	9,375
112-5227-00-00	OTHER PERMITS	-	4,823	8,077	5,000	5,000	1,100
112-5228-00-00	RENTAL INSPECTION FEES	-	6,650	-	25,000	25,000	168
112-5229-00-00	IRRIGATION PERMITS	-	-	49,950	46,250	46,250	370
112-5516-00-00	ALARM PERMITS	18,531	37,429	33,413	33,550	33,550	5,130
112-5690-00-00	MISC. INCOME/BURN PERMITS	405	375	425	500	500	50
	PERMITS AND LICENSES	936,753	1,389,979	1,571,253	1,204,892	1,204,892	280,259
112-5401-00-00	INFRASTRUCTURE INSPECTION FEES	50,663	29,398	37,297	30,000	30,000	2,870
112-5402-00-00	FIRE CODE INSPECTION FEES	-	2,820	6,690	7,500	7,500	2,230

REVENUE SCHEDULE

ACCOUNT CODE	ACCOUNT DESCRIPTION	ACTUAL 2008-2009	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
112-5403-00-00	RENTAL PROPERTY REGISTRATIONS	-	-	28,300	160,000	160,000	100
112-5421-00-00	PLATTING FEES	7,753	30,421	17,252	12,000	12,000	2,795
112-5422-00-00	ZONING FEES	3,050	3,345	2,875	4,000	4,000	850
112-5423-00-00	PLAN REVIEW FEES	-	-	33,340	-	-	47,146
112-5425-00-00	ANIMAL CONTROL FEES	13,407	15,537	12,690	13,500	13,500	2,968
112-5511-00-00	MUNICIPAL COURT FINES	251,563	329,146	280,223	285,000	285,000	55,936
112-5512-00-00	ACCIDENT REPORT FEES	-	-	-	-	-	-
112-5694-00-00	AMBULANCE FEES	430,145	379,509	389,186	390,000	390,000	106,961
112-5721-00-00	IN-HOME DAY CARE REGISTRATIONS	320	330	725	675	675	-
112-5677-00-00	LIBRARY FEES	2,970	4,333	4,508	3,000	3,000	543
112-5678-00-00	CONCESSION FEES	-	2,165	-	3,000	3,000	876
112-5683-00-00	BOAT RAMP FEES/COURTESY GATE	-	-	35,277	30,000	30,000	1,384
112-5684-00-00	RECREATION PROGRAM FEES	-	-	-	5,000	5,000	-
112-5685-00-00	ATHLETIC REGISTRATION FEES	35,060	41,475	59,869	50,000	50,000	11,491
112-568X-00-00	RECREATION MEMBERSHIP FEES	-	-	-	5,000	5,000	-
	CHARGES FOR SERVICES	794,930	838,478	908,233	998,675	998,675	236,151
112-5672-00-00	COTTONWOOD CRK MARINA - LAND	2,500	3,125	2,500	2,500	2,500	-
112-5679-00-00	COTTONWOOD CRK MARINA - SALES	23,812	24,552	25,404	24,500	24,500	-
112-5621-00-00	FACILITY RENTAL	8,335	10,045	16,327	12,000	12,000	1,845
112-5681-00-00	JULY JUBILEE	3,985	1,755	2,558	1,200	1,200	-
112-5671-00-00	MISCELLANEOUS	23,862	27,034	40,101	25,000	25,000	26,697
112-5611-00-00	INTEREST EARNINGS	141,308	85,401	76,228	80,000	80,000	16,186
	MISCELLANEOUS	203,801	151,911	163,118	145,200	145,200	44,727
112-5697-00-00	SRO REIMBURSEMENTS	101,860	101,860	97,408	101,861	101,861	25,237
112-5717-00-00	REIMBURSEMENTS-OTHER	64,626	35,653	5,995	5,000	5,000	4,654
112-5718-00-00	REIMBURSEMENTS-INSURANCE	93,567	67,169	38,283	38,283	38,283	-
112-5719-00-00	ABATEMENT REIMBURSEMENTS	23,285	12,088	17,087	12,000	12,000	7,600
112-5691-00-00	LAKEWOOD VILLAGE AGREEMENT	22,437	34,083	43,614	43,615	43,615	-

REVENUE SCHEDULE

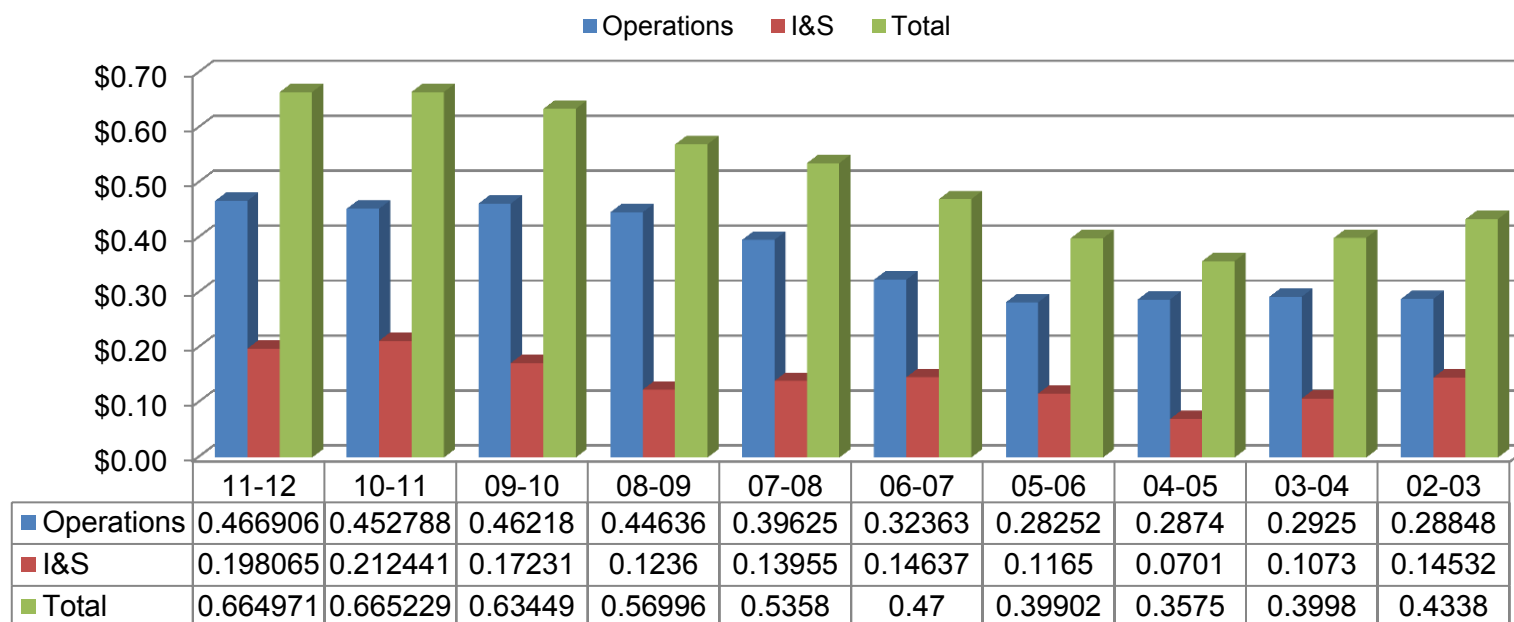
ACCOUNT CODE	ACCOUNT DESCRIPTION	ACTUAL 2008-2009	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
112-5692-00-00	HACKBERRY AGREEMENT	15,000	12,000	-	-	-	
112-5720-00-00	STREETSCAPE PROJECTS	28,698	9,450	-	-	-	150
112-5330-00-00	LIBRARY QTR PLEDGE DENTON CO	29,400	35,900	35,369	35,000	35,000	5,979
112-5340-00-00	FIRE SERVICES PLEDGE DENTON CO	52,690	48,000	79,300	58,000	58,000	13,600
112-5341-00-00	AMBULANCE PLEDGE DENTON COUNTY	41,604	43,337	39,283	45,000	45,000	10,188
112-5686-00-00	DCFWSO-POLICE SERVICES	-	96,764	33,157	33,000	33,000	8,250
112-5696-00-00	OTHER GRANTS/REIMBURSEMENTS	-	-	-	-	-	
112-5343-00-00	EDC GIS CONTRACT	30,000	-	-	-	-	
	OTHER GOVERNMENTS	503,167	496,304	389,495	371,759	371,759	75,657
112-5800-00-00	TRANSFER IN WATER UTILITIES	784,783	974,443	1,042,953	1,117,592	1,117,592	279,398
112-5801-00-00	TRANSFER IN SOLID WASTE	202,592	96,000	196,000	197,603	197,603	49,401
112-5802-00-00	TRANSFER IN EDC	24,000	26,000	26,000	30,000	30,000	7,500
112-5803-00-00	TRANSFER IN CDC	12,000	12,000	12,000	12,000	12,000	3,000
112-5805-00-00	TRANSFERS IN FROM OTHER FUNDS	91,836	150,000	57,089	25,000	25,000	7,606
	TRANSFERS IN	1,115,211	1,258,443	1,334,042	1,382,195	1,382,195	346,905
112-8970-00-00	CAPITAL LEASE PROCEEDS	-	-	-	-	-	
112-5675-00-00	AUCTION PROCEEDS	23,804	98,347	35,679	25,000	25,000	-
	OTHER FINANCING SOURCES	23,804	98,347	35,679	25,000	25,000	-
	TOTAL REVENUE	12,946,940	14,017,069	14,614,685	14,883,391	14,883,391	4,832,783



DEBT SERVICE FUND

The purpose of this fund is to record property taxes levied and collected for the purpose of paying annual principal and interest payments on debt obligations with a legally binding pledge to repay with a commitment of an annual tax levy against property values certified by the Denton County Appraisal District.

Quarterly Budget Report FY 2011-2012





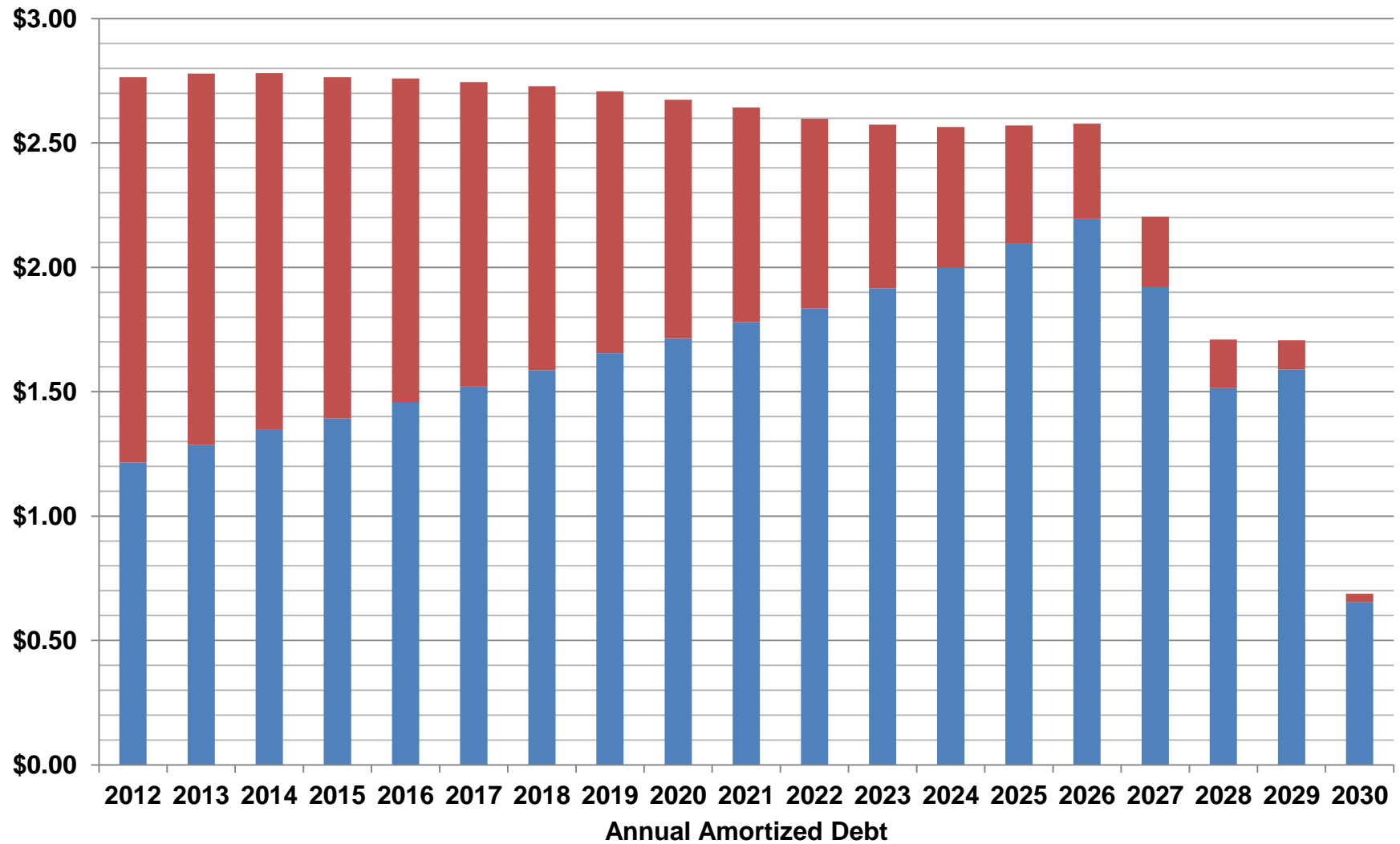
DEBT SERVICE
Revenue, Expenses and Changes in Fund Balance
Fund 312

ACCOUNT DESCRIPTION	ACTUAL 2007-2008	ACTUAL 2008-2009	ACTIAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011- 2012
BEGINNING FUND BALANCE	\$ 76,933	\$ 218,844	\$ 226,226	\$ 301,862	\$ 547,522	\$ 547,522	\$ 547,522
REVENUES:							
Property taxes	2,006,082	1,890,488	2,605,302	3,351,705	3,029,715	3,029,715	1,575,162
Interest income	38,680	24,728	19,848	17,870	15,000	15,000	2,415
Transfers in	151,567	151,914	180,955	184,000	186,305	186,305	-
TOTAL REVENUES	2,196,329	2,067,130	2,806,105	3,553,575	3,231,020	3,231,020	1,577,576
TOTAL FUNDS AVAILABLE	\$ 2,273,262	\$ 2,285,974	\$3,032,331	\$ 3,855,437	\$ 3,778,542	\$ 3,778,542	\$ 2,125,098
EXPENDITURES:							
Principal	1,132,700	1,185,222	1,431,310	1,537,070	1,710,200	1,710,200	-
Interest	918,010	872,328	1,296,137	1,766,305	1,474,706	1,474,706	-
Agent Fees	3,708	2,197	3,022	4,540	3,500	3,500	-
TOTAL EXPENDITURES	\$ 2,054,418	\$ 2,059,748	\$2,730,469	\$ 3,307,915	\$ 3,188,406	\$ 3,188,406	\$ -
Excess (deficiency) of revenues over (under) expenditures	\$ 141,911	\$ 7,382	\$ 75,636	\$ 245,660	\$ 42,614	\$ 42,614	\$ 1,577,576
ENDING FUND BALANCE	\$ 218,844	\$ 226,226	\$ 301,862	\$ 547,522	\$ 590,136	\$ 590,137	\$ 2,125,098

General Purpose Debt Requirements

Millions

Interest Principal

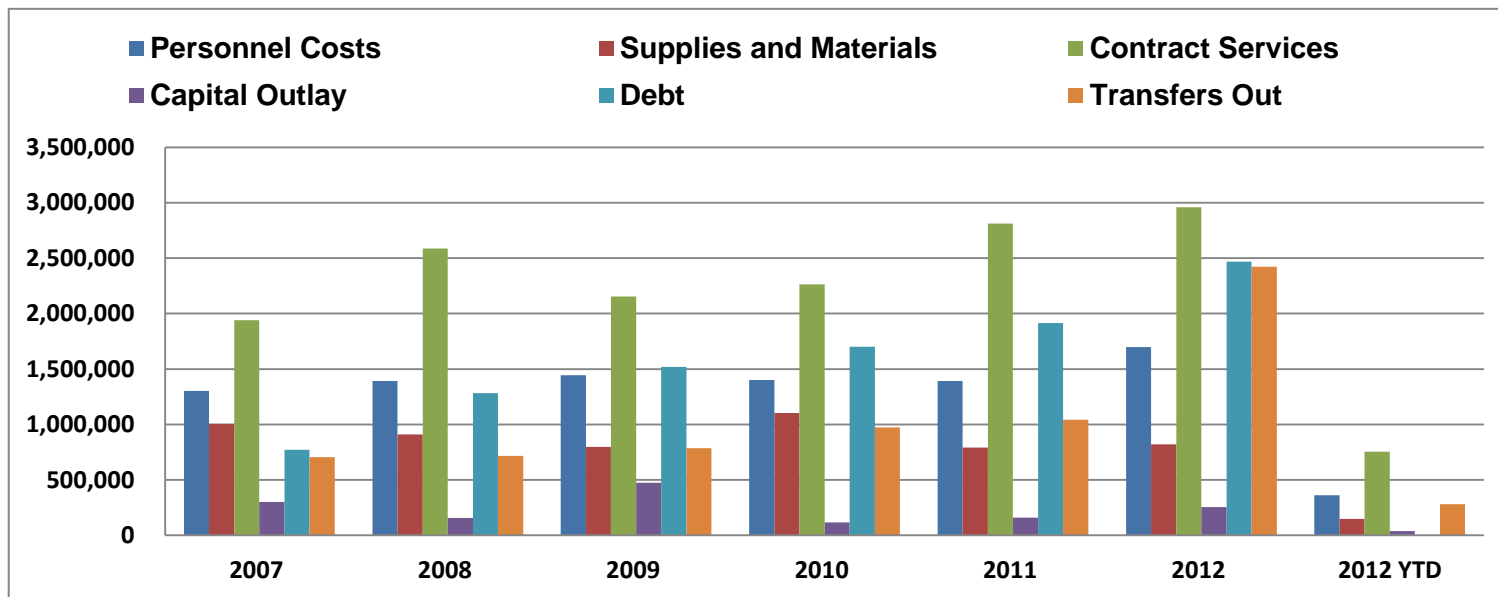




UTILITY FUND (612)

This fund is a business-enterprise fund accounting for the Town's water and sewer utilities including water distribution, sewer plan operations and treatment, water billing and meter reading. The system is self-supporting with rates and charges determined by an annual rate analysis to determine the adequacy of revenue to support operations, capital improvements and debt commitments.

QUARTERLY BUDGET REPORT FY 2011-2012



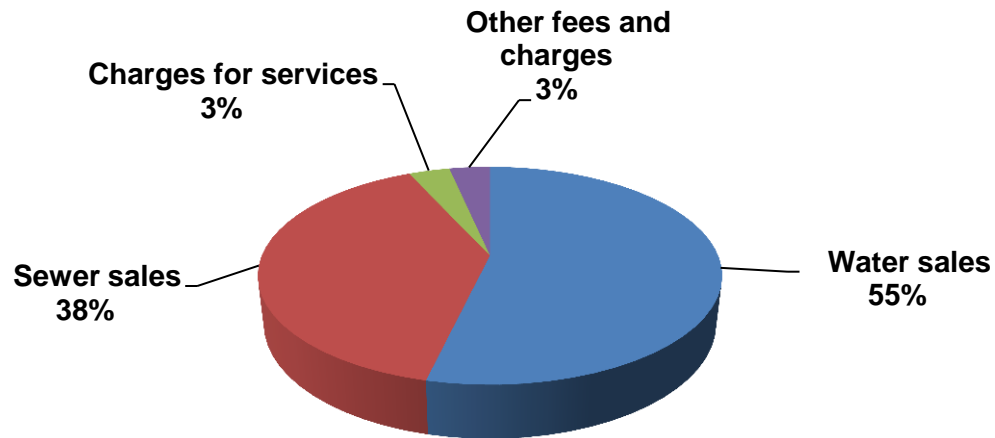


WATER AND WASTEWATER FUND

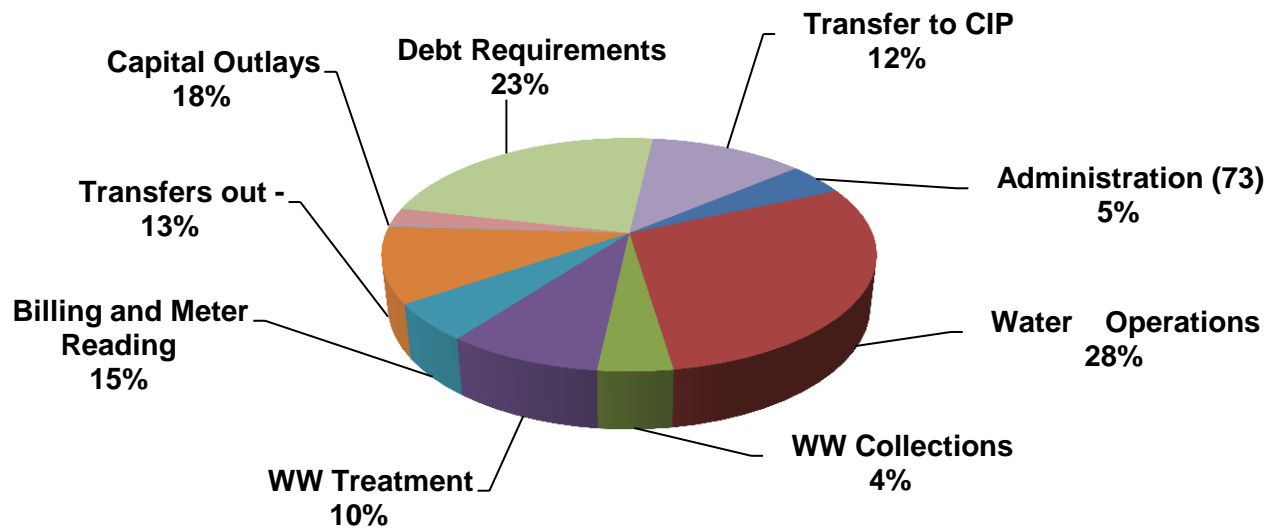
Revenue, Expenses and Changes in Working Capital

Fund 612

ACCOUNT DESCRIPTION	ACTUAL 2008-2009	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD ACTUAL 2011-2012	% VAR	\$ VAR
Operating Revenues:								
Water sales	4,548,840	4,430,578	5,449,414	5,157,892	5,157,892	982,490	19%	4,175,402
Sewer sales	3,198,198	3,499,539	3,633,157	3,794,866	3,794,866	800,650	21%	2,994,216
Charges for services	283,992	334,248	377,724	329,000	329,000	96,083	29%	232,917
Other fees and charges	548,544	418,634	442,222	325,000	325,000	125,924	39%	199,076
Other financing sources	563,073	173,845	-	-	-	-		
Total Operating Revenues	9,142,647	8,856,843	9,902,518	9,606,758	9,606,758	2,005,147		
Operating Expenses:								
Administration (73)	-	302,128	542,206	480,199	480,199	102,592	21%	377,607
Water operations(61)	2,486,093	2,212,747	2,866,492	3,102,729	3,102,729	772,459	25%	2,330,270
Wastewater collections (71)	378,099	338,313	323,955	436,670	436,670	75,936	17%	360,734
Wastewater treatment (72)	800,483	756,126	769,977	907,557	907,557	207,719	23%	699,838
Billing/Collecton and Meter Reading	907,148	1,157,855	491,963	549,546	549,546	105,750	19%	443,796
Total Operating Expenses	4,571,823	4,767,168	4,994,592	5,476,702	5,476,702	1,264,456		
Non-Operating Expenses:								
Transfers out - PILOT	784,783	974,443	1,042,953	1,117,592	1,117,592	279,398	25%	838,194
Transfer to Risk Insurance Fund	-	-	-	25,000	25,000	-	0%	25,000
Capital outlays	474,574	115,523	158,267	255,874	255,874	36,858	14%	219,016
Debt Requirements	1,344,591	1,694,039	1,884,005	2,467,747	2,467,747	-	0%	2,467,747
Transfer to CIP	-	-	-	1,280,000	1,280,000	-	0%	1,280,000
Other non-operating	-	8,203	29,732	-	-	257		
Total Non-Operating Expenses	2,603,948	2,792,207	3,114,957	5,146,213	5,146,213	316,513		
Total Operating and Non-Operating	7,175,772	7,559,375	8,109,550	10,622,914	10,622,914	1,580,969		
Excess (deficiency of Revenues over expenses)	1,966,875	1,297,468	1,792,968	(1,016,156)	(1,016,156)	424,179		
Beginning Working Capital	3,363,319	4,090,977	5,388,445	7,181,413	7,181,413	7,181,413		
Adjust to CAFR	(1,239,217)							
Ending Working Capital	4,090,977	5,388,445	7,181,413	6,165,257	6,165,257	7,605,592		
Working Capital Days	208	260	323	212	211.84	1,756		
Working Capital to operations	57%	71%	89%	58%	58%	481%		



Revenue Budget: \$9,606,758



Expense Budget: \$10,622,914

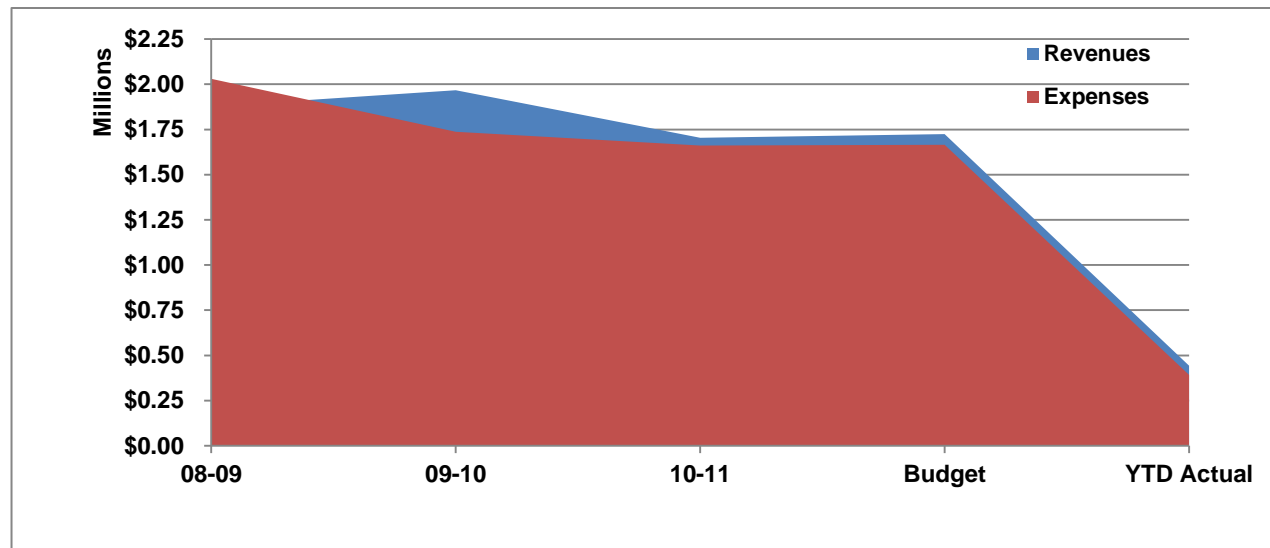
ACCOUNT CODES	ACCOUNT DESCRIPTION	ACTUAL 2008-2009	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
Water and Sewer Sales							
612-5441-00-00	WATER SALES	4,548,840	4,430,578	5,449,414	5,157,892	5,157,892	982,490
612-5448-00-00	SEWER SALES	3,198,198	3,499,539	3,633,157	3,794,866	3,794,866	800,650
		<u>7,747,039</u>	<u>7,930,117</u>	<u>9,082,572</u>	<u>8,952,758</u>	<u>8,952,758</u>	<u>1,783,140</u>
Charges for Services							
612-5442-00-00	CONNECT FEES	-	-	-	-	-	-
612-5446-00-00	TAP FEES-WATER	9,850	6,200	6,200	6,000	6,000	1,550
612-5449-00-00	TAP FEES - SEWER	1,250	11,250	49,000	18,000	18,000	1,550
612-5450-00-00	METER SET FEES	47,450	76,825	72,650	65,000	65,000	14,060
612-5455-00-00	APPLICATION CONNECT FEE	45,330	75,883	76,225	75,000	75,000	20,705
612-5461-00-00	EARNED PREMIUM ON BONDS			13,686			-
612-5672-00-00	FRISCO RANCH SEWER CONTRACT	180,112	164,090	159,963	165,000	165,000	58,218
		<u>283,992</u>	<u>334,248</u>	<u>377,724</u>	<u>329,000</u>	<u>329,000</u>	<u>96,083</u>
Other fees and charges							
612-5443-00-00	PENALTIES	368,850	248,710	270,990	250,000	250,000	83,802
612-5444-00-00	RETURN CHECK CHARGES	5,580	4,865	4,785	5,000	5,000	1,995
612-5718-00-00	INSURANCE REIMBURSEMENT	35,609	112,448	-	-	-	-
612-5611-00-00	INTEREST EARNINGS	137,007	51,072	76,429	65,000	65,000	25,661
612-5611-00-76	INTEREST-RESTRICTED	-	-	72,077	-	-	10,206
612-5671-00-00	MISCELLANEOUS	1,497	1,539	17,942	5,000	5,000	4,260
		<u>548,544</u>	<u>418,634</u>	<u>442,222</u>	<u>325,000</u>	<u>325,000</u>	<u>125,924</u>
Other Financing Sources							
612-5460-00-00	CONTRIBUTIONS-DEVELOPERS	123,235	164,090	-	-	-	-
612-5675-00-00	AUCTION PROCEEDS	-	9,755	-	-	-	-
612-7926-00-00	SEWER IMPACT FEES DCFWSD 8C	-	-	-	-	-	-
612-8948-00-00	TRANSFER IN FROM FUND	329,538	-	-	-	-	-
612-8949-00-00	TRANSFER IN FROM FUND 819.	29,988	-	-	-	-	-
612-8951-00-00	TRANSFER IN FROM FUND 829	40,316	-	-	-	-	-
612-8952-00-00	TRANSFER IN FROM FUND 840	-	-	-	-	-	-
612-8953-00-00	TRANSFER IN FROM FUND 913	39,996	-	-	-	-	-
	Bond Proceeds						0
		<u>563,073</u>	<u>173,845</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL SOURCES OF FUNDS		9,142,647	8,856,843	9,902,518	9,606,758	9,606,758	2,005,147



SOLID WASTE FUND (712)

This is a business-type fund and is utilized to account for the Town's Solid Waste Activities. The Town contracts for Solid Waste Collection with Community Waste Disposal, Inc, (CWD), Inc.. The contract RENEWED effective January 01, 2011 for 6 years. Solid Waste rates are determined by CWD, Inc., however, the Town Council has final approval authority. The Town operates its own Courtesy Site Solid Waste Collection Site. In addition to these services, this fund also accounts for the Town's Semi-Annual Clean-up events as well as pays for household hazardous waste collection and disposal through this fund. Rates and Charges are adjusted per the terms of the contract with CWD.

QUARTERLY BUDGET REPORT FY 2011-2012





SOLID WASTE FUND
Revenue, Expenses and Changes in Working Capital
Fund 712

ACCOUNT DESCRIPTION	ACTUAL 2008-2009	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
Beginning Working Capital	\$ 45,936	\$ 87,841	\$ 317,822	\$ 360,815	\$ 360,815	\$ 360,815
Operating Revenues:						
Franchise Fees-Comm Solid Waste	-	-	56,342	76,140	76,140	19,560
Charges for services	1,845,096	1,965,611	1,645,533	1,646,688	1,646,688	422,228
Interest	1,251	1,481	2,149	1,500	1,500	1,128
Total Operating Revenues	1,846,347	1,967,092	1,704,024	1,724,328	1,724,328	442,915
Operating Expenses:						
Personnel Costs	9,912	4,762	7,513	15,822	15,822	3,362
Solid Waste Contract	1,608,339	1,406,940	1,292,966	1,179,760	1,179,760	305,051
Mowing Contracts	23,715	4,365	53,603	125,000	125,000	9,145
Litter Contracts	13,000	15,675	12,910	9,000	9,000	3,900
Spring and Fall Cleanup	14,074	16,889	10,525	15,000	15,000	2,595
Hazardous Waste Contract	35,862	42,681	350	23,000	23,000	-
Dump Station	100,561	111,858	87,164	100,000	100,000	18,654
Other Expenses	22,071	37,940	-	-	-	-
Total Expenditures	1,827,534	1,641,111	1,465,031	1,467,582	1,467,582	342,708
Net Income (Loss) Before Transfers	18,813	325,981	238,993	256,746	256,746	100,207
Other Financing Sources (Uses):						
Transfers in from other funds	31,285	-	-			
Transfers to other funds	(202,592)	(96,000)	(196,000)	(197,603)	(197,603)	(49,401)
Net Other Financing Sources (Uses)	(171,307)	(96,000)	(196,000)	(197,603)	(197,603)	(49,401)
Change in Net Assets	(152,494)	229,981	42,993	59,144	59,144	50,806
Prior Year Adjustment	194,399					
Ending Working Capital	\$ 87,841	\$ 317,822	\$ 360,815	\$ 419,959	\$ 419,959	\$ 411,622



STREET MAINTENANCE FUND (115)

1/4 CENT SALES TAX

The Town voted a 1/4 cent sales tax in May 2009 for the purpose of constructing and maintaining the Town's streets. The town issues an annual competitive bid for street maintenance and awards the bid for street repairs based on a comprehensive street maintenance inventory grid maintained by the Town's engineer. The first election was in 2005 and the table below reflects the fiscal year collections since the sales tax was first voted in 2005. Street Maintenance Project Inventory is updated annually by Public Works and the Town Engineer and projects are prioritized and placed out to bid; the bids are value engineered and tailored to the Street Maintenance Sales Tax Budget.

FY 2011-2012 Quarterly Budget Report

Fiscal Year	Total Sales Tax Received	1¢ General Fund	.50¢	EDC	.25¢ CDC	.25¢ Street Maint.	% Change
2006	1,583,648	932,081		466,041	0	185,526	
2007	1,730,338	976,025		488,012	0	266,301	43.5%
2008	2,533,974	1,291,747		645,874	274,044	322,310	21.0%
2009	2,898,131	1,449,065		724,533	362,266	362,266	12.4%
2010	3,143,026	1,571,513		785,756	392,878	392,878	8.5%
2011	3,416,151	1,708,076		854,038	427,019	427,019	8.7%
2012	\$3,779,474	\$1,895,724		\$934,050	\$469,290	469,290	9.9%



STREET MAINTENANCE FUND
1/4 Sales Tax
Revenue, Expenses and Changes in Fund Balance
Fund 115

ACCOUNT DESCRIPTION	ACTUAL 2008-2009	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
Beginning Fund Balance	\$ 227,961	\$ 499,467	\$ 142,226	\$ 162,847	\$ 162,847	\$ 162,847
Operating Revenues:						
Sales tax	362,266	392,878	427,019	469,290	469,290	33,352
Interest	7,816	7,901	2,905	2,500	2,500	897
Total Operating Revenues	370,082	400,780	429,924	471,790	471,790	34,249
Total Funds Available	598,043	900,246	572,150	634,637	634,637	197,095
Operating Expenses:						
Personnel services	-	-	-			
Contract services	96,570	758,021	409,303	500,000	500,000	1,224
Supplies and materials	2,006	-	-	-	-	-
Transfer Out	-	-	-	-	-	-
Total Expenditures	98,576	758,021	409,303	500,000	500,000	1,224
Excess (deficiency) of revenues over (under) expenditures	271,506	(357,241)	20,621	(28,210)	(28,210)	33,025
Ending Fund Balance	\$ 499,467	\$ 142,226	\$ 162,847	\$ 134,637	\$ 134,637	\$ 195,872

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SPECIAL REVENUE FUNDS

(Fund 200)

Police, Fire, Library and Court

Grants: to account for grants distributed to the Town by the Texas State Comptroller of Public Accounts, the Department of Homeland Security, and other organizations such as the Texas Library Archives, and the Law Enforcement Officer Safety Education Program.

Court Fees: to account for fees collected through Class "C" Misdemeanor offenses adjudicated in the Town's Municipal Court that are dedicated and restricted by State Criminal Code Statutes to specific uses for Court Technology, Court Security, Juvenile Case Management and Child Safety Programs.

Quarterly Budget Report

FY 2011-2012



SPECIAL REVENUE
Revenue, Expenses and Changes in Fund Balance
Fund 200-Police Leose Funds

ACCOUNT DESCRIPTION	ACCOUNT CODES	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
BEGINNING FUND BALANCE	200-3111-00-00	\$ 8,438	\$ 11,522	\$ 12,631	\$ 10,331	\$ 12,631
REVENUES:						
Other agencies	200-5301-00-00	2,834	2,919	3,500	3,500	-
Interest	200-5611-00-00	250	185	200	200	-
TOTAL REVENUES		3,084	3,104	3,700	3,700	-
TOTAL FUNDS AVAILABLE		\$ 11,522	\$ 14,626	\$ 16,331	\$ 14,031	\$ 12,631
EXPENDITURES:						
Supplies and equipment	200-6330-30-00	-	1,995	1,000	1,000	-
Miscellaneous expense	200-6333-30-00	-	-	-	-	-
Training and travel	200-6715-30-00	-	-	5,000	5,000	-
TOTAL EXPENDITURES		\$ -	\$ 1,995	\$ 6,000	\$ 6,000	\$ -
Excess (deficiency) of revenues over (under) expenditures		3,084	1,109	(2,300)	(2,300)	-
ENDING FUND BALANCE	200-3111-00-00	\$ 11,522	\$ 12,631	\$ 10,331	\$ 8,031	\$ 12,631

The Legislature established the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) in 1965 to set voluntary training and education standards for law enforcement. Standards for peace officers became mandatory in 1969. The Commission also licenses and approves training providers for both basic and continuing education.

TCLEOSE FUNDS: 5% of the dedicated funds from court fees assessed on criminal offenses is used to fund TCLEOSE and Law Enforcement Officer Standards and Education (LEOSE) training funds. While the agency gets one-third of this funding described above, two-thirds of this money is distributed to local law enforcement agencies by the State Comptroller to supplement continuing education costs for law enforcement and county corrections personnel.



SPECIAL REVENUE
Revenue, Expenses and Changes in Fund Balance
Fund 200-Fire Leose Funds

ACCOUNT DESCRIPTION	ACCOUNT CODES	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
BEGINNING FUND BALANCE	200-3111-00-00	\$ 2,574	\$ 2,182	\$ 2,828	\$ 2,828	\$ 2,828
<u>REVENUES:</u>						
Other agencies	200-5302-00-00	774	791	1,000	1,000	-
Interest	200-5611-00-00	-	-	-	-	-
TOTAL REVENUES		774	791	1,000	1,000	-
TOTAL FUNDS AVAILABLE		\$ 3,348	\$ 2,973	\$ 3,828	\$ 3,828	\$ 2,828
<u>EXPENDITURES:</u>						
Supplies and equipment	200-6330-58-00	-	-	-	-	-
Miscellaneous expense	200-6333-58-00	1,166	145	2,000	2,000	-
Training and travel	200-6715-58-00	-	-	-	-	-
TOTAL EXPENDITURES		\$ 1,166	\$ 145	\$ 2,000	\$ 2,000	\$ -
Excess (deficiency) of revenues over (under) expenditures		(392)	646	(1,000)	(1,000)	-
ENDING FUND BALANCE	200-3111-00-00	\$ 2,182	\$ 2,828	\$ 1,828	\$ 1,828	\$ 2,828

The Legislature established the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) in 1965 to set voluntary training and education standards for law enforcement. Standards for peace officers became mandatory in 1969. The Commission also licenses and approves training providers for both basic and continuing education.

TCLEOSE FUNDS: 5% of the dedicated funds from court fees assessed on criminal offenses is used to fund TCLEOSE and Law Enforcement Officer Standards and Education (LEOSE) training funds. While the agency gets one-third of this funding described above, two-thirds of this money is distributed to local law enforcement agencies by the State Comptroller to supplement continuing education costs for law enforcement and county corrections personnel.



SPECIAL REVENUE
Revenue, Expenses and Changes in Fund Balance
Fund 200-NCT Trauma

ACCOUNT DESCRIPTION	ACCOUNT CODES	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
BEGINNING FUND BALANCE	200-3111-00-00	\$ -	\$ -	\$ 2,051	\$ 2,051	\$ 2,051
REVENUES:						
Other agencies	200-5305-00-00	-	2,051	-	-	-
Interest	200-5611-00-00	-	-	-	-	-
TOTAL REVENUES		-	2,051	-	-	-
TOTAL FUNDS AVAILABLE		\$ -	\$ 2,051	\$ 2,051	\$ 2,051	\$ 2,051
EXPENDITURES:						
Supplies and equipment	200-6330-30-00	-	-	-	-	-
Miscellaneous expense	200-6333-30-00	-	-	2,051	2,051	2,051
Training and travel	200-6715-30-00	-	-	-	-	-
TOTAL EXPENDITURES		\$ -	\$ -	\$ 2,051	\$ 2,051	\$ 2,051
Excess (deficiency) of revenues over (under) expenditures		-	2,051	(2,051)	(2,051)	(2,051)
ENDING FUND BALANCE	200-3111-00-00	\$ -	\$ 2,051	\$ -	\$ -	\$ -

Membership in NCTTRAC is open to institutions, EMS agencies, trauma organizations and individuals. As part of the Texas Trauma Rules, to obtain disproportionate share funds, institutions must be active members of their Regional Advisory Councils (RAC). The Texas Department of State Health Services (DSHS) local EMS projects grants are tied to RAC involvement



SPECIAL REVENUE
Revenue, Expenses and Changes in Fund Balance
Fund 200-CoServ Grant

ACCOUNT DESCRIPTION	ACCOUNT CODES	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
BEGINNING FUND BALANCE	200-3111-00-00	\$ -	\$ 1,914	\$ (0)	\$ (0)	\$ (0)
<u>REVENUES:</u>						
Other agencies	200-5305-00-00	-	-	-	-	-
Other agencies-CoServ	200-5307-00-00	20,638				
Interest	200-5611-00-00	-	-	-	-	-
TOTAL REVENUES		20,638	-	-	-	-
TOTAL FUNDS AVAILABLE		\$ 20,638	\$ 1,914	\$ (0)	\$ (0)	\$ (0)
<u>EXPENDITURES:</u>						
Supplies and equipment	200-6330-58-00	-	-	-	-	-
Miscellaneous expense	200-6333-58-00	-	-	-	-	-
Grant Expense-CoServ	200-6338-58-00	18,724	1,914			
Training and travel	200-6715-58-00	-	-	-	-	-
TOTAL EXPENDITURES		\$ 18,724	\$ 1,914	\$ -	\$ -	\$ -
Excess (deficiency) of revenues over (under) expenditures		1,914	(1,914)	-	-	-
ENDING FUND BALANCE	200-3111-00-00	\$ 1,914	\$ (0)	\$ (0)	\$ (0)	\$ (0)

Membership in NCTTRAC is open to institutions, EMS agencies, trauma organizations and individuals. As part of the Texas Trauma Rules, to obtain disproportionate share funds, institutions must be active members of their Regional Advisory Councils (RAC). The Texas Department of State Health Services (DSHS) local EMS projects grants are tied to RAC involvement



SPECIAL REVENUE
Revenue, Expenses and Changes in Fund Balance
Fund 200-Fire Citizen Corp

ACCOUNT DESCRIPTION	ACCOUNT CODES	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
BEGINNING FUND BALANCE	200-3111-00-00	\$ (1,699)	\$ (8,861)	\$ 170	\$ 170	\$ 170
REVENUES:						
Other agencies	200-5305-00-00	-	-	-	-	-
Other agencies-CoServ	200-5307-00-00	-	-	-	-	-
Other agencies-Fema	200-5308-00-00	6,852	10,015	-	-	-
Interest	200-5611-00-00	-	-	-	-	-
TOTAL REVENUES		6,852	10,015	-	-	-
TOTAL FUNDS AVAILABLE		\$ 5,153	\$ 1,153	\$ 170	\$ 170	\$ 170
EXPENDITURES:						
Supplies and equipment	200-6330-58-00	-	-	-	-	-
Miscellaneous expense	200-6333-58-00	-	-	-	-	-
Grant Expense-CoServ	200-6338-58-00	-	-	-	-	-
Citizen Corp Fema Expense	200-6341-58-00	14,015	984	-	-	-
Training and travel	200-6715-58-00	-	-	-	-	-
TOTAL EXPENDITURES		\$ 14,015	\$ 984	\$ -	\$ -	\$ -
Excess (deficiency) of revenues over (under) expenditures		(7,163)	9,031	-	-	-
ENDING FUND BALANCE	200-3111-00-00	\$ (8,861)	\$ 170	\$ 170	\$ 170	\$ 170

These funds originate through the Federal Emergency Management Administration and distributed through the State Comptroller. The funds are for reimbursements for Fire and EMS expenses.



SPECIAL REVENUE
Revenue, Expenses and Changes in Fund Balance
Fund 200-JAG Grant-Denton County

ACCOUNT DESCRIPTION	ACCOUNT CODES	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
BEGINNING FUND BALANCE	200-3111-00-00	\$ -	\$ (5,500)	\$ (5,500)	\$ (5,500)	\$ (5,500)
REVENUES:						
Other agencies-Denton County	200-5309-00-00	-	-	5,563	5,563	-
Interest	200-5611-00-00	-	-	-	-	-
TOTAL REVENUES		-	-	5,563	5,563	-
TOTAL FUNDS AVAILABLE		\$ -	\$ (5,500)	\$ 63	\$ 63	\$ (5,500)
EXPENDITURES:						
IT Services	200-6328-30-00	5,500	-	5,563	5,563	-
Supplies and equipment	200-6330-30-00	-	-	-	-	-
Miscellaneous expense	200-6333-30-00	-	-	-	-	-
Training and travel	200-6715-30-00	-	-	-	-	-
TOTAL EXPENDITURES		\$ 5,500	\$ -	\$ 5,563	\$ 5,563	\$ -
Excess (deficiency) of revenues over (under) expenditures		(5,500)	-	-	-	-
ENDING FUND BALANCE	200-3111-00-00	\$ (5,500)	\$ (5,500)	\$ (5,500)	\$ (5,500)	\$ (5,500)

Justice Assistant Grant Awarded to Denton County through the Department of Justice with allocation to Town of Little Elm in May 2009 for \$11,063. The Town is using the grant for data conversion. Pure Data, LLC is doing the data conversion and install.



SPECIAL REVENUE
Revenue, Expenses and Changes in Fund Balance
Fund 200-McGruff Neighborhood Team

ACCOUNT DESCRIPTION	ACCOUNT CODES	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
BEGINNING FUND BALANCE	200-3111-00-00	\$ 1,404	\$ 1,404	\$ 1,404	\$ 1,404	\$ 1,404
REVENUES:						
Other agencies	200-5309-00-00	-	-	-	-	-
Interest	200-5611-00-00	-	-	-	-	-
TOTAL REVENUES		-	-	-	-	-
TOTAL FUNDS AVAILABLE		\$ 1,404	\$ 1,404	\$ 1,404	\$ 1,404	\$ 1,404
EXPENDITURES:						
IT Services	200-6328-30-00	-	-	-	-	-
Supplies and equipment	200-6330-30-00	-	-	-	-	-
Miscellaneous expense	200-6333-30-00	-	-	1,404	1,404	-
Training and travel	200-6715-30-00	-	-	-	-	-
TOTAL EXPENDITURES		\$ -	\$ -	\$ 1,404	\$ 1,404	\$ -
Excess (deficiency) of revenues over (under) expenditures		-	-	(1,404)	(1,404)	-
ENDING FUND BALANCE	200-3111-00-00	\$ 1,404	\$ 1,404	\$ 0	\$ 0	\$ 1,404

In the early 1980's, the National Crime Prevention Council (NCPS) and the Ad Council introduced McGruff the Crime Dog to the nation and began encouraging Americans to help "take A Bite Out of Crime. Today, more than 93% of children recognize this icon that provides safety tips for adults and kids.



SPECIAL REVENUE
Revenue, Expenses and Changes in Fund Balance
Fund 200-Loan Star Libraries Grant Program

ACCOUNT DESCRIPTION	ACCOUNT CODES	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
BEGINNING FUND BALANCE	200-3111-00-00	\$ 28	\$ 28	\$ (0)	\$ (0)	\$ (0)
REVENUES:						
Interest	200-5611-00-00	-	66	-	-	-
Other agencies	200-5902-00-00	7,179	6,075	6,000	6,000	-
TOTAL REVENUES		7,179	6,141	6,000	6,000	-
TOTAL FUNDS AVAILABLE		\$ 7,207	\$ 6,169	\$ 6,000	\$ 6,000	\$ (0)
EXPENDITURES:						
IT Services	200-6328-09-00	-	-	-	-	-
Supplies and equipment	200-6330-09-00	-	-	-	-	-
Lone Star Grant expense	200-6331-09-00	7,179	6,169	6,000	6,000	-
Miscellaneous expense	200-6333-09-00	-	-	-	-	-
Training and travel	200-6715-09-00	-	-	-	-	-
TOTAL EXPENDITURES		\$ 7,179	\$ 6,169	\$ 6,000	\$ 6,000	\$ -
Excess (deficiency) of revenues over (under) expenditures		-	(28)	-	-	-
ENDING FUND BALANCE	200-3111-00-00	\$ 28	\$ (0)	\$ (0)	\$ (0)	\$ (0)

This grant program provides direct grants-in-aid to public libraries that are members of the Texas Library System for the following purpose: to provide an incentive for local communities to extend public library services without charge to those residing outside each library's local legal service area in order to improve library services statewide and improve access to public library resources and services for all Texans.



SPECIAL REVENUE
Revenue, Expenses and Changes in Fund Balance
Fund 200-Cornerstones of Science & Technology Grant

ACCOUNT DESCRIPTION	ACCOUNT CODES	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
BEGINNING FUND BALANCE	200-3111-00-00	\$ 3,767	\$ 3,967	\$ 3,667	\$ 3,667	\$ 3,667
REVENUES:						
Interest	200-5611-00-00	-	-	-	-	-
Other agencies	200-5905-00-00	200	1,200	-	-	-
TOTAL REVENUES		200	1,200	-	-	-
TOTAL FUNDS AVAILABLE		\$ 3,967	\$ 5,167	\$ 3,667	\$ 3,667	\$ 3,667
EXPENDITURES:						
IT Services	200-6328-09-00	-	-	-	-	-
Supplies and equipment	200-6330-09-00	-	1,500	-	-	-
Lone Star Grant expense	200-6331-09-00	-	-	-	-	-
Miscellaneous expense	200-6333-09-00	-	-	-	-	-
Training and travel	200-6715-09-00	-	-	-	-	-
TOTAL EXPENDITURES		\$ -	\$ 1,500	\$ -	\$ -	\$ -
Excess (deficiency) of revenues over (under) expenditures		200	(300)	-	-	-
ENDING FUND BALANCE	200-3111-00-00	\$ 3,967	\$ 3,667	\$ 3,667	\$ 3,667	\$ 3,667

Cornerstones of Science is an award-winning national science literacy organization located in Brunswick, Maine, USA. The mission of Cornerstones of Science (COS) is to connect children, teens, and adults to science and technology through superb books, programs, and opportunities for community involvement in current scientific issues. To achieve our mission we partner primarily with public libraries.



SPECIAL REVENUE FUNDS (Fund 200)

Child Safety Program Fund

Quarterly Budget Report FY 2011-2012

Art. 102.014. COURT COSTS FOR CHILD SAFETY FUND IN MUNICIPALITIES. A person convicted of an offense under Subtitle C, Title 7, Transportation Code, when the offense occurs within a school crossing zone as defined by Section 541.302 of that code, shall pay as court costs \$25 in addition to other taxable court costs. A person convicted of an offense under Section 545.066, Transportation Code, shall pay as court costs \$25 in addition to other taxable court costs. Money collected under this article in a justice, county, or district court shall be used to fund school crossing guard programs in the county where they are collected. If the county does not operate a school crossing guard program, the county may:(1) remit fee revenues to school districts in its jurisdiction for the purpose of providing school crossing guard services; (2) fund programs the county is authorized by law to provide which are designed to enhance child safety, health, or nutrition, including child abuse prevention and intervention and drug and alcohol abuse prevention;



LITTLE ELM

SPECIAL REVENUE
Revenue, Expenses and Changes in Fund Balance
Fund 200-Court Child Safety Program Fund

ACCOUNT DESCRIPTION	ACCOUNT CODES	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
BEGINNING FUND BALANCE	200-3111-00-00	\$ 23,743	\$ 11,296	\$ 45,253	\$ 45,253	\$ 45,253
REVENUES:						
Child Safety Fees	200-5503-00-00	5,257	7,017	6,000	6,000	2,355
Other Govt's-Denton County	200-5310-00-00	5,825	26,490	5,000	5,000	-
Interest	200-5611-00-00	214	450	180	180	300
TOTAL REVENUES		11,296	33,957	11,180	11,180	2,655
TOTAL FUNDS AVAILABLE		\$ 35,039	\$ 45,253	\$ 56,433	\$ 56,433	\$ 47,908
EXPENDITURES:						
Child Safety Program Expense	200-6340-30-00	23,743	-	20,000	20,000	-
Transfer to Fund 201 (Juvenile)	200-8995-30-00	-	-	6,500	6,500	-
TOTAL EXPENDITURES		\$ 23,743	\$ -	\$ 26,500	\$ 26,500	\$ -
Excess (deficiency) of revenues over (under) expenditures		(12,447)	33,957	(15,320)	(15,320)	2,655
ENDING FUND BALANCE	200-3111-00-00	\$ 11,296	\$ 45,253	\$ 29,933	\$ 29,933	\$ 47,908

Art. 102.014. COURT COSTS FOR CHILD SAFETY FUND IN MUNICIPALITIES. A person convicted of an offense under Subtitle C, Title 7, Transportation Code, when the offense occurs within a school crossing zone as defined by Section 541.302 of that code, shall pay as court costs \$25 in addition to other taxable court costs. A person convicted of an offense under Section 545.066, Transportation Code, shall pay as court costs \$25 in addition to other taxable court costs. The additional court costs under this subsection shall be collected in the same manner that other fines and taxable court costs in the case are collected and shall be assessed only in a municipality.(2) expend the additional money for programs designed to enhance child safety, health, or nutrition, including child abuse prevention and intervention and drug and alcohol abuse prevention; or(3) expend the additional money for programs designed to enhance public safety and security. Money collected under this article in a justice, county, or district court shall be used to fund school crossing guard programs in the county where they are collected. If the county does not operate a school crossing guard program, the county may:(1) remit fee revenues to school districts in its jurisdiction for the purpose of providing school crossing guard services;(2) fund programs the county is authorized by law to provide which are designed to enhance child safety, health, or nutrition, including child abuse prevention and intervention and drug and alcohol abuse prevention;



SPECIAL REVENUE FUNDS (Fund 200)

Court Technology

Quarterly Budget Report FY 2011-2012

Art. 102.0172. COURT COSTS; MUNICIPAL COURT TECHNOLOGY FUND. (a) The governing body of a municipality by ordinance may create a municipal court technology fund and may require a defendant convicted of a misdemeanor offense in a municipal court or municipal court of record to pay a technology fee not to exceed \$4 as a cost of court. A fund designated by this article may be used only to finance the purchase of or to maintain technological enhancements for a municipal court or municipal court of record, including: (1) Computer Systems; (2) Computer Networks; (3) Computer Hardware; (4) Computer Software; (5) Imaging Systems; (6) Electronic Kiosks; (7) Electronic Ticket Writers and; (8) Docket Management Systems.



LITTLE ELM

SPECIAL REVENUE
Revenue, Expenses and Changes in Fund Balance
Fund 200-Court Technology

ACCOUNT DESCRIPTION	ACCOUNT CODES	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
BEGINNING FUND BALANCE	200-3111-00-00	\$ 4,513	\$ 9,419	\$ 13,897	\$ 13,897	\$ 13,897
REVENUES:						
Court Technology Fees	200-5513-00-00	12,250	10,756	12,000	12,000	2,373
Interest	200-5611-00-00	179	260	250	250	300
TOTAL REVENUES		12,429	11,016	12,250	12,250	2,673
TOTAL FUNDS AVAILABLE		\$ 16,942	\$ 20,435	\$ 26,147	\$ 26,147	\$ 16,571
EXPENDITURES:						
Court Technology Expense	200-6324-07-00	7,523	6,538	10,000	10,000	-
Transfer to General Fund	200-6250-07-00	-	-	10,000	10,000	-
TOTAL EXPENDITURES		\$ 7,523	\$ 6,538	\$ 20,000	\$ 20,000	\$ -
Excess (deficiency) of revenues over (under) expenditures		4,906	4,478	(7,750)	(7,750)	2,673
ENDING FUND BALANCE	200-3111-00-00	\$ 9,419	\$ 13,897	\$ 6,147	\$ 6,147	\$ 16,571

Art. 102.0172. COURT COSTS; MUNICIPAL COURT TECHNOLOGY FUND. (a) The governing body of a municipality by ordinance may create a municipal court technology fund and may require a defendant convicted of a misdemeanor offense in a municipal court or municipal court of record to pay a technology fee not to exceed \$4 as a cost of court. A fund designated by this article may be used only to finance the purchase of or to maintain technological enhancements for a municipal court or municipal court of record, including: (1) Computer Systems; (2) Computer Networks; (3) Computer Hardware; (4) Computer Software; (5) Imaging Systems; (6) Electronic Kiosks; (7) Electronic Ticket Writers and; (8) Docket Management Systems.



SPECIAL REVENUE FUNDS (Fund 200)

Court Security

Quarterly Budget Report FY 2011-2012

The governing body of a municipality by ordinance may create a municipal court building security fund and ordinance may create a municipal court building security fund and may require a defendant convicted of a misdemeanor offense in a municipal court to pay a \$3 security fee as a cost of court. A fund designated by this subsection may be used only to finance security personnel for a district, county, justice, or municipal court, as appropriate, or to finance items when used for the purpose of providing security services for buildings housing a district, county, justice, or municipal court, as appropriate, including: (1) the purchase or repair of X-ray machines and conveying systems; (6) bailiffs, deputy sheriffs, deputy constables, or (10) the purchase or repair of bullet-proof glass; and (11) continuing education on security issues for court personnel and security personnel.



SPECIAL REVENUE
Revenue, Expenses and Changes in Fund Balance
Fund 200-Court Security

ACCOUNT DESCRIPTION	ACCOUNT CODES	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
BEGINNING FUND BALANCE	200-3111-00-00	\$ 31,322	\$ 40,051	\$ 33,403	\$ 33,403	\$ 33,403
REVENUES:						
Court Security Fees	200-5514-00-00	8,214	7,366	8,000	8,000	1,537
Interest	200-5611-00-00	515	362	500	500	405
TOTAL REVENUES		8,729	7,728	8,500	8,500	1,943
TOTAL FUNDS AVAILABLE		\$ 40,051	\$ 47,779	\$ 41,903	\$ 41,903	\$ 35,346
EXPENDITURES:						
Court Security Expense	200-6323-07-00	-	-	-	-	-
Transfer to General Fund	200-6250-07-00	-	14,376	15,000	15,000	-
TOTAL EXPENDITURES		\$ -	\$ 14,376	\$ 15,000	\$ 15,000	\$ -
Excess (deficiency) of revenues over (under) expenditures		8,729	(6,648)	(6,500)	(6,500)	1,943
ENDING FUND BALANCE	200-3111-00-00	\$ 40,051	\$ 33,403	\$ 26,903	\$ 26,903	\$ 35,346

The governing body of a municipality by ordinance may create a municipal court building security fund and ordinance may create a municipal court building security fund and may require a defendant convicted of a misdemeanor offense in a municipal court to pay a \$3 security fee as a cost of court. A fund designated by this subsection may be used only to finance security personnel for a district, county, justice, or municipal court, as appropriate, or to finance items when used for the purpose of providing security services for buildings housing a district, county, justice, or municipal court, as appropriate, including: (1) the purchase or repair of X-ray machines and conveying systems; (6) bailiffs, deputy sheriffs, deputy constables, or (10) the purchase or repair of bullet-proof glass; and (11) continuing education on security issues for court personnel and security personnel.



SPECIAL REVENUE FUNDS (Fund 201)

Juvenile/Teen Court Fund

Quarterly Budget Report FY 2011-2012

Art. 102.0174. COURT COSTS; JUVENILE CASE MANAGER FUND. (a) In this article, "fund" means a juvenile case manager fund.

(b) The governing body of a municipality by ordinance may create a juvenile case manager fund and may require a defendant convicted of a fine-only misdemeanor offense in a municipal court to pay a juvenile case manager fee not to exceed \$5 as a cost of court.



SPECIAL REVENUE
Revenue, Expenses and Changes in Fund Balance
Fund 201-Teen Court Fund

ACCOUNT DESCRIPTION	ACCOUNT CODES	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
BEGINNING FUND BALANCE	201-3111-00-00	\$ (38)	\$ 8,981	\$ 10,917	\$ 10,917	\$ 10,917
REVENUES:						
Juvenile Case Manager Fees	201-5515-00-00	11,332	12,493	12,000	12,000	2,766
Teen Court Fees	201-5516-00-00	740	2,060	2,000	2,000	465
Interest	201-5611-00-00	161	300	300	300	1
Transfer in from Child Safety	201-5805-00-00	-	-	6,500	6,500	-
TOTAL REVENUES		12,233	14,853	20,800	20,800	3,232
TOTAL FUNDS AVAILABLE		\$ 12,195	\$ 23,834	\$ 31,717	\$ 31,717	\$ 14,149
EXPENDITURES:						
IT Services	201-6328-07-00	-	-	-	-	-
Case Manager fee	201-6626-07-00	3,000	11,000	24,000	24,000	4,012
Teen Court expenses	201-6627-07-00	214	1,917	1,000	1,000	527
Dues and memberships	201-6712-09-00	-	-	250	250	-
Training and travel	201-6715-09-00	-	-	1,000	1,000	332
TOTAL EXPENDITURES		\$ 3,214	\$ 12,917	\$ 26,250	\$ 26,250	\$ 4,871
Excess (deficiency) of revenues over (under) expenditures		9,019	1,936	(5,450)	(5,450)	(1,639)
ENDING FUND BALANCE	201-3111-00-00	\$ 8,981	\$ 10,917	\$ 5,467	\$ 5,467	\$ 9,278

Art. 102.0174. COURT COSTS; JUVENILE CASE MANAGER FUND. (a) In this article, "fund" means a juvenile case manager fund. (b) The governing body of a municipality by ordinance may create a juvenile case manager fund and may require a defendant convicted of a fine-only misdemeanor offense in a municipal court to pay a juvenile case manager fee not to exceed \$5 as a cost of court.



SPECIAL REVENUE FUNDS (Fund 202) Streetscape

Quarterly Budget Report FY 2011-2012

This Fund is set up by Resolution of Council whereby all funds from lease/rental payments received from Broadband and Cellular providers is set aside for Streetscape improvements throughout the Town including Walker Lane and Eldorado Parkway; currently there are 2 companies producing monthly rental income into this fund: Clearview and ; additionally the company that has the directional signs throughout the Town provides monthly rental income to the Town - National Sign Plaza.



SPECIAL REVENUE
Revenue, Expenses and Changes in Fund Balance
Fund 202-Streetscape

ACCOUNT DESCRIPTION	ACCOUNT CODES	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
BEGINNING FUND BALANCE	202-3111-00-00	\$ 38,845	\$ 92,218	\$ 205,039	\$ 205,039	\$ 205,039
<u>REVENUES:</u>						
Streetscape-Tower Lease	202-5720-00-00	53,373	62,007	50,000	50,000	12,259
Transfer In from other funds	202-7997-00-00	-	50,000	50,000	50,000	-
Interest	202-5611-00-00	-	815	500	500	28
TOTAL REVENUES		53,373	112,822	100,500	100,500	12,287
TOTAL FUNDS AVAILABLE		\$ 92,218	\$ 205,039	\$ 305,539	\$ 305,539	\$ 217,326
<u>EXPENDITURES:</u>						
Streetscape Expense	202-6361-10-00	-	-	150,000	150,000	-
Transfer to Capital Projects	202-6250-07-00	-	-	-	-	-
TOTAL EXPENDITURES		\$ -	\$ -	\$ 150,000	\$ 150,000	\$ -
Excess (deficiency) of revenues over (under) expenditures		53,373	112,822	(49,500)	(49,500)	12,287
ENDING FUND BALANCE	202-3111-00-00	\$ 92,218	\$ 205,039	\$ 155,539	\$ 155,539	\$ 217,326

This Fund is set up by Resolution of Council whereby all funds from lease/rental payments received from Broadband and Cellular providers is set aside for Streetscape improvements throughout the Town including Walker Lane and Eldorado Parkway; currently there are 2 companies producing monthly rental income into this fund: Clearview and ; additionally the company that has the directional signs throughout the Town provides monthly rental income to the Town - National Sign Plaza.



SPECIAL REVENUE FUNDS

(Fund 210

SECO Grant Fund

Quarterly Budget Report FY 2011-2012

SECO Grant through Department of Energy: Matching 20% at \$159,000; project is \$940,000



SPECIAL REVENUE
Revenue, Expenses and Changes in Fund Balance
Fund 210-SECO Energy Grant

ACCOUNT DESCRIPTION	ACCOUNT CODES	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
BEGINNING FUND BALANCE	210-3111-00-00	\$ -	\$ -	\$ (42,361)	\$ (42,361)	\$ (42,361)
<u>REVENUES:</u>						
Interest	210-5611-00-00	-	-	-	-	-
Transfer in from other funds	210-5805-00-00		159,735			-
Other Sources-SECO Grant	210-8955-00-00		645,116	247,595	247,595	-
TOTAL REVENUES		-	804,851	247,595	247,595	-
TOTAL FUNDS AVAILABLE		\$ -	\$ 804,851	\$ 205,234	\$ 205,234	\$ (42,361)
<u>EXPENDITURES:</u>						
Administrative Fees	210-6725-47-01	-	-	-	-	-
Engineer Fees	210-6726-47-01	-	-	-	-	-
Architectural Fees	210-6727-47-01	-	-	-	-	-
Construction Costs	210-6728-47-01	-	847,212	247,595	247,595	-
Solar Equipment	210-6732-47-01	-	-	-	-	-
TOTAL EXPENDITURES		\$ -	\$ 847,212	\$ 247,595	\$ 247,595	\$ -
Excess (deficiency) of revenues over (under) expenditures		-	(42,361)	-	-	-
ENDING FUND BALANCE	210-3111-00-00	\$ -	\$ (42,361)	\$ (42,361)	\$ (42,361)	\$ (42,361)

Fund established to track the Solar Energy Conservation Grant acquired through the State Comptroller Energy Commission; these are federal funds and are subject to Single-Audit under federal guidelines of the American Recovery and Reinvestment Act (ARRA) of 2009. (Grouped with Town General Capital Projects for Financial Reporting).



SPECIAL REVENUE FUNDS

(Fund 250)
Donation Fund

Donations: to account for donations made by civic organizations, businesses, and citizens for specific uses which include the Library, animal control center, police, and fire departments. Donations are generally donated for the purchase of equipment.

Quarterly Budget Report
FY 2011-2012



SPECIAL REVENUE
Revenue, Expenses and Changes in Fund Balance
Fund 250-Police Department Donations

ACCOUNT DESCRIPTION	ACCOUNT CODES	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
BEGINNING FUND BALANCE	250-3111-00-00	\$ 4,272	\$ 4,272	\$ 4,272	\$ 4,272	\$ 4,272
REVENUES:						
Miscellaneous Donations	250-5322-00-00	-	-	-	-	-
Anti-Drug Donations	250-5325-00-00	-	-	-	-	-
Interest	250-5611-00-00	-	-	-	-	-
TOTAL REVENUES		-	-	-	-	-
TOTAL FUNDS AVAILABLE		\$ -	\$ 4,272	\$ 4,272	\$ 4,272	\$ 4,272
EXPENDITURES:						
Miscellaneous expense	250-6339-30-00	-	-	3,153	3,153	-
Anti-Drug Program expense	250-6336-30-00	-	-	-	-	-
TOTAL EXPENDITURES		\$ -	\$ -	\$ 3,153	\$ 3,153	\$ -
Excess (deficiency) of revenues over (under) expenditures		-	-	(3,153)	(3,153)	-
ENDING FUND BALANCE	250-3111-00-00	\$ 4,272	\$ 4,272	\$ 1,119	\$ 1,119	\$ 4,272

Miscellaneous donations to the Department for equipment and supplies and sometimes for specific acquisitions.



SPECIAL REVENUE
Revenue, Expenses and Changes in Fund Balance
Fund 250-Police Explorer Program

ACCOUNT DESCRIPTION	ACCOUNT CODES	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
BEGINNING FUND BALANCE	250-3111-00-00	\$ 567	\$ 229	\$ 729	\$ 729	\$ 729
REVENUES:						
Explorer Program Donation	250-5302-00-00	-	500	-	-	-
Interest	250-5611-00-00	-	-	-	-	-
TOTAL REVENUES		-	500	-	-	-
TOTAL FUNDS AVAILABLE		\$ -	\$ 729	\$ 729	\$ 729	\$ 729
EXPENDITURES:						
Explorer Program	250-6361-30-00	337	-	500	500	-
		-	-	-	-	-
TOTAL EXPENDITURES		\$ 337	\$ -	\$ 500	\$ 500	\$ -
Excess (deficiency) of revenues over (under) expenditures		(337)	500	(500)	(500)	-
ENDING FUND BALANCE	250-3111-00-00	\$ 229	\$ 729	\$ 229	\$ 229	\$ 729

Law Enforcement Exploring is a worksite-based program for young men and women who have completed the eighth grade and are 14 years of age, or are 15 years of age but have not yet reached their 21st birthday. Law Enforcement Explorer posts help youth to gain insight into a variety of programs that offer hands-on career activities. For young men and women who are interested in careers in the field of law enforcement, Exploring offers experiential learning with lots of fun-filled, hands-on activities that promote the growth and development of adolescent youth. Donations run the program and are from individuals or businesses.



LITTLE ELM

SPECIAL REVENUE
Revenue, Expenses and Changes in Fund Balance
Fund 250-Fire Department Donations

ACCOUNT DESCRIPTION	ACCOUNT CODES	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
BEGINNING FUND BALANCE	250-3111-00-00	\$ 3,847	\$ 4,011	\$ 4,511	\$ 4,511	\$ 4,511
REVENUES:						
Miscellaneous Donations	250-5324-00-00	864	500	-	-	341
Interest	250-5611-00-00	-	-	-	-	-
TOTAL REVENUES		864	500	-	-	341
TOTAL FUNDS AVAILABLE		\$ -	\$ 4,511	\$ 4,511	\$ 4,511	\$ 4,852
EXPENDITURES:						
Miscellaneous expense	250-6338-58-00	700	-	4,011	4,011	-
		-	-	-	-	-
TOTAL EXPENDITURES		\$ 700	\$ -	\$ 4,011	\$ 4,011	\$ -
Excess (deficiency) of revenues over (under) expenditures		164	500	(4,011)	(4,011)	341
ENDING FUND BALANCE	250-3111-00-00	\$ 4,011	\$ 4,511	\$ 500	\$ 500	\$ 4,852

Miscellaneous donations to the Department for equipment and supplies and sometimes for specific acquisitions. Includes donations from Walmart



SPECIAL REVENUE
Revenue, Expenses and Changes in Fund Balance
Fund 250-Library Donations

ACCOUNT DESCRIPTION	ACCOUNT CODES	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
BEGINNING FUND BALANCE	250-3111-00-00	\$ 3,849	\$ 3,708	\$ 5,033	\$ 5,033	\$ 5,033
REVENUES:						
Miscellaneous Donations	250-5900-00-00	2,042	1,675	500	500	135
Oncor Donation	250-5901-00-00	-	-	-	-	-
Girl Scouts-XT	250-5902-00-00	-	-	-	-	-
Lion's Club Donation	250-5903-00-00	-	-	-	-	-
Sams/Walmart Donations	250-5905-00-00	-	-	-	-	-
CAW Coo Donations	250-5910-00-00	-	-	-	-	-
Interest	250-5611-00-00	-	-	-	-	-
TOTAL REVENUES		2,042	1,675	500	500	135
TOTAL FUNDS AVAILABLE		\$ -	\$ 5,383	\$ 5,533	\$ 5,533	\$ 5,168
EXPENDITURES:						
Girl Scout Donation Expense	250-6331-09-00	-	-	-	-	-
Lions Club Donation Expense	250-6333-09-00	-	-	-	-	-
Miscellaneous expense	250-6334-09-00	2,183	349	4,000	4,000	893
TOTAL EXPENDITURES		\$ 2,183	\$ 349	\$ 4,000	\$ 4,000	\$ 893
Excess (deficiency) of revenues over (under) expenditures		(141)	1,326	(3,500)	(3,500)	(757)
ENDING FUND BALANCE	250-3111-00-00	\$ 3,708	\$ 5,033	\$ 1,533	\$ 1,533	\$ 4,276

Miscellaneous donations to the Department for equipment and supplies and sometimes for specific acquisitions. Includes donations from Walmart, Sams, Oncor, Coserv, Girl Scouts and Lion's Club as well as other miscellaneous donations other than for building improvements.



LITTLE ELM

SPECIAL REVENUE
Revenue, Expenses and Changes in Fund Balance
Fund 250-Library Building Fund

ACCOUNT DESCRIPTION	ACCOUNT CODES	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
BEGINNING FUND BALANCE	250-3111-00-00	\$ 11,745	\$ 19,378	\$ 18,052	\$ 18,052	\$ 18,052
REVENUES:						
Oak Point Donation	250-5904-00-00	2,890	-	-	-	-
Misc Library Building Donations	250-5907-00-00	4,245	3,896	-	-	200
Interest	250-5611-00-00	499	429	300	300	96
TOTAL REVENUES		7,633	4,324	300	300	296
TOTAL FUNDS AVAILABLE		\$ 19,378	\$ 23,702	\$ 18,352	\$ 18,352	\$ 18,349
EXPENDITURES:						
IT Services	250-6328-09-00	-	5,650	-	-	-
Oak Point Donation Expense	250-6332-09-00	-	-	-	-	-
Building Improvements	250-6630-09-00	-	-	15,000	15,000	-
Miscellaneous expense	250-6334-09-00	-	-	-	-	-
TOTAL EXPENDITURES		\$ -	\$ 5,650	\$ 15,000	\$ 15,000	\$ -
Excess (deficiency) of revenues over (under) expenditures		7,633	(1,326)	(14,700)	(14,700)	296
ENDING FUND BALANCE	250-3111-00-00	\$ 19,378	\$ 18,052	\$ 3,352	\$ 3,352	\$ 18,349

Donations from the Town of Oak Point and other donations specific to the future building program of the Little Elm Library.



SPECIAL REVENUE
Revenue, Expenses and Changes in Fund Balance
Fund 250-Animal Shelter Donations

ACCOUNT DESCRIPTION	ACCOUNT CODES	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
BEGINNING FUND BALANCE	250-3111-00-00	\$ 1,463	\$ 1,583	\$ 1,703	\$ 1,703	\$ 1,703
REVENUES:						
Animal Shelter Donations	250-5906-00-00	120	120	-	-	-
Interest	250-5611-00-00	-	-	-	-	-
TOTAL REVENUES		120	120	-	-	-
TOTAL FUNDS AVAILABLE		\$ 1,583	\$ 1,703	\$ 1,703	\$ 1,703	\$ 1,703
EXPENDITURES:						
Animal Shelter Expense	250-6334-44-00	-	-	1,500	1,500	-
Building Improvements	250-6630-44-00	-	-	-	-	-
TOTAL EXPENDITURES		\$ -	\$ -	\$ 1,500	\$ 1,500	\$ -
Excess (deficiency) of revenues over (under) expenditures		120	120	(1,500)	(1,500)	-
ENDING FUND BALANCE	250-3111-00-00	\$ 1,583	\$ 1,703	\$ 203	\$ 203	\$ 1,703

Donations from individuals and businesses for support of the Animal Shelter.



SPECIAL REVENUE FUNDS (Fund 412)

Forfeiture Fund

Quarterly Budget Report FY 2011-2012

To account for fines and forfeitures of property resulting from criminal cases within the boundaries of the Town that have been adjudicated by the State of Texas in District Court; Requires Annual Reporting to the State.



LITTLE ELM

SPECIAL REVENUE
Revenue, Expenses and Changes in Fund Balance
Fund 412-Fines and Forfeiture Fund

ACCOUNT DESCRIPTION	ACCOUNT CODES	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
BEGINNING FUND BALANCE	412-3111-00-00	\$ 7,746	\$ 9,477	\$ 9,293	\$ 9,293	\$ 9,293
REVENUES:						
Sale of confiscated assets	412-5675-00-00	2,615	-	-	-	-
Forfeitures and fines	412-5698-00-00					
Interest	412-5611-00-00	135	115	-	-	29
TOTAL REVENUES		2,751	115	-	-	29
TOTAL FUNDS AVAILABLE		\$ 10,496	\$ 9,593	\$ 9,293	\$ 9,293	\$ 9,322
EXPENDITURES:						
Other agencies seizure share	412-6200-01-00	1,019	300	5,000	5,000	-
Miscellaneous expenses	412-6333-01-00	-	-	-	-	-
TOTAL EXPENDITURES		\$ 1,019	\$ 300	\$ 5,000	\$ 5,000	\$ -
over (under) expenditures		1,732	(185)	(5,000)	(5,000)	29
ENDING FUND BALANCE	412-3111-00-00	\$ 9,477	\$ 9,293	\$ 4,293	\$ 4,293	\$ 9,322

Fines and Forfeitures are distributed to the Town through the District Court and State of Texas; the Town completes an annual report to the State on this Fund.



SPECIAL REVENUE FUNDS (Fund 825)

Park Development Fees

Quarterly Budget Report FY 2011-2012

Developer Contributions for Neighborhood and Town-Wide Park System Improvements: Collected by Ordinance.



SPECIAL REVENUE
Revenue, Expenses and Changes in Fund Balance
Fund 825-Park Development Fees

ACCOUNT DESCRIPTION	ACCOUNT CODES	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
BEGINNING FUND BALANCE	825-3111-00-00	\$ 152,747	\$ 113,705	\$ 95,492	\$ 95,492	\$ 95,492
REVENUES:						
Park Development Fees	825-5462-00-00		-	-	-	-
HOA Matching Funds	825-5463-00-00	27,494	-	-	-	-
Interest	825-5611-00-00	2,607	1,337	1,400	1,400	216
TOTAL REVENUES		30,101	1,337	1,400	1,400	216
TOTAL FUNDS AVAILABLE		\$ 182,848	\$ 115,042	\$ 96,892	\$ 96,892	\$ 95,707
EXPENDITURES:						
Transfers out	825-8994-00-00	-	19,550	-	-	-
Miscellaneous expenses	825-6333-78-00	-	-	-	-	-
Kings Crossing HOA expense	825-6637-78-00	69,143	-	-	-	-
TOTAL EXPENDITURES		\$ 69,143	\$ 19,550	\$ -	\$ -	\$ -
Excess (deficiency) of revenues over (under) expenditures		(39,042)	(18,213)	1,400	1,400	216
ENDING FUND BALANCE	825-3111-00-00	\$ 113,705	\$ 95,492	\$ 96,892	\$ 96,892	\$ 95,707

Developer Contributions for Neighborhood and Town-Wide Park System Improvements: Collected by Orinance.



SPECIAL REVENUE FUNDS

(Traffic Safety Fund-205)

TRANSPORATION CODE, TITLE 7, SUBTITLE I, CHAPTER 707: PHOTOGRAPHIC TRAFFIC SIGNAL CODE

This is a Special Revenue Fund which accounts for revenue generated from the Red Light Enforcement Program; the Town leases all equipment from American Traffic Solutions. After expenses, 50% of net revenues are remitted to the State Comptroller within 60 days of the close of the fiscal year. Sec. 707.008. (a)(2). Not later than the 60th day after the end of the fiscal year, after deducting amounts authorized to be used from derived funds, 50% is remitted to the State. The remainder of the funds may be used only to fund traffic safety programs, intersection improvements and traffic enforcement as well as personnel costs associated with adjudication and administration. A budget of other charges to the fund are approved by Town Council on an annual basis included

Quarterly Budget Report

FY 2011-2012

Sec. 707.002. AUTHORITY TO PROVIDE FOR CIVIL PENALTY. The governing body of a local authority by ordinance may implement a photographic traffic signal enforcement system and provide that the owner of a motor vehicle is liable to the local authority for a civil penalty if, while facing only a steady red signal displayed by an electrically operated traffic-control signal located in the local authority, the vehicle is operated in violation of the instructions of that traffic-control signal, as specified by Section 544.007(d).

The program was authorized in October 2009 and started in April 2010.



TRAFFIC SAFETY FUND
Revenue, Expenses and Changes in Fund Balance
Fund 205 - Red Light Camera

ACCOUNT DESCRIPTION	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	AMENDED 2011-2012	YTD 2011-2012
Operating Revenues:					
Charges for services	202,981	468,527	425,000	425,000	89,425
Interest	102	2,225	2,000	2,000	636
Total Operating Revenues	203,084	470,752	427,000	427,000	90,061
Operating Expenses:					
Supplies and Equipment	-	89,388	105,500	105,500	9,618
ATS Service Fees	76,232	180,242	181,500	181,500	29,993
State Fees	49,661	124,908	45,000	45,000	28,071
Capital	-	30,533	-	-	-
Total Expenditures	125,893	425,070	332,000	332,000	67,681
Net Income (Loss) Before Transfers	77,190	45,682	95,000	95,000	22,380
Other Financing Sources (Uses):					
Transfers to General Fund	-	23,163	22,200	22,200	3,291
Net Other Financing Sources (Uses)	-	23,163	22,200	22,200	3,291
Change in Net Assets	77,190	22,519	72,800	72,800	19,088
Beginning Fund Balance	-	77,190	99,709	99,709	99,709
Ending Funding Balance	77,190	99,709	172,509	172,509	118,798

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE: February 7, 2012

PROJECT: Appointment of Melissa Myers to
the Parks & Recreation Board

DESCRIPTION: The Parks & Recreation Board interviewed Melissa Myers and recommends her for appointment. Ms. Myers is an Implementation Manager for Iron Mountain, records documentation storage and shredding company. Ms Myers has been involved with volunteer cleanup efforts in Little Elm held thru the Cub Scouts working with the Parks & Recreation Department. Currently she serves on the LEAYSA Basketball Board and has been elected the first President of the Volleyball League with its inaugural season. Melissa has lived in Little Elm since 2002 and hers interest in serving on the Parks & Recreation Board is the further development in all areas of leisure activities to insure healthful recreational opportunities in the community along with recreation planning and programming.

COST: None

FUNDING:	Acct. Name & No	Original Budget
	N/A	N/A

SCHEDULE: Appoint Melissa Myers to the Parks & Recreation Board to begin at the February meeting

RECOMMENDED ACTION: The Parks & Recreation Board interviewed and recommends Town Council appoint Melissa Myers to the Parks & Recreation Board to fill an unexpired term ending May 1, 2013.

TOWN CONTACT: Tony Chrisman, Parks and Recreation/Library Director

ATTACHMENTS: Application for Appointment to Boards and Commissions

**TOWN OF LITTLE ELM
AGENDA INFORMATION SHEET:**



**COUNCIL
MEETING DATE:** February 07, 2012

PROJECT: Consideration and action authorizing the Interim Town Manager to enter into a lease agreement with HP Financial Services Company for the lease of information technology equipment for three years in an amount not to exceed Forty-Four Thousand Two-hundred and thirty-six dollars (\$44,236).

BACKGROUND: There is appropriated in the FY 2012 budget \$30,975 for operating lease/rental expenditures for current year technology equipment. A schedule of equipment is attached for a value of \$127,433. Staff is recommending HP Financial Services since they are the holders of the three prior equipment/technology leases. The Town has two active leases with HP as follows:

#572D69B4 Dated 12/2010; Expires 01/2013; Annual Payment of \$21,980
#57D17F3B Dated 01/2010; Expires 12/2013; Annual Payment of \$34,118

The equipment being leased is desk-top computer equipment, mobile workstations, rack-mounted server and CISCO Wireless controllers. The equipment is being acquired to replace existing equipment and to enhance the Town's wireless communications.

FISCAL IMPACT: The Town will budget and appropriate an amount equal to \$44,236 annually to pay the annual operating lease cost. The funding source will be the General Fund Information Technology Budget. This lease agreement will cause the IT Budget for Operating Lease Cost to be exceeded by \$12,800. A budget amendment will be required for the IT Budget.

The terms of the lease are: 36 months/3 years at an annual rate of interest at 4.20%. The total interest cost for the term is \$5,275.

**RECOMMENDED
ACTION:** Staff recommends authorizing the Interim Town Manager to execute any and all documents for the lease purchase of computer and related network equipment.

ATTACHMENTS: Schedule of Equipment

TOWN CONTACTS: Alan Dickerson, 214-975-0415, adickerson@littleelm.org
Scott Westenhoefer, 214-975-0416 swestenhoefer@littleelm.org

**ATTACHMENT A
TO
SCHEDULE TO STATE AND LOCAL GOVERNMENT SINGLE LEASE PURCHASE AGREEMENT
Schedule #: 572DB588**

The first payment of Rent will be due on the Acceptance Date and all payments will be due annually thereafter.

Rent No.	Rent Amount	Interest	Principal	Principal Balance	Prepayment Premium
Loan				\$127,433.45	\$2,548.67
1	\$44,235.97	\$0.00	\$44,235.97	\$83,197.48	\$1,663.95
2	\$44,235.97	\$3,492.38	\$40,743.59	\$42,453.89	\$849.08
3	\$44,235.97	\$1,782.08	\$42,453.89	\$0.00	\$0.00
Totals	\$132,707.91	\$5,274.46	\$127,433.45		

Please note that the prepayment premium is 2% of the Principal Balance, only payable in the case of early repayment of the lease.

Lessee Please Initial and date here: _____



i n v e n t

* Please Issue PO to:
HP Public Sector Sales
10810 Farnam Dr.
Omaha, NE 68154
Please reference on order:
ComputerTech OID# 10025717

To: S Westenhoefer
Town of Little Elm
State of Texas DIR

Contact: Frankie Ramirez
Business Development Mgr
1810 N. Greenville Ave
Richardson, TX 75081
ph 972-888-5805
fax 972-243-2888

Date: October 31, 2011
Quote #: Winter Lease 2011
Expires: November 30, 2011

Sales Rep	Method	Shipping Terms	Payment Terms
Frankie Ramirez	Best	FOB Origin	Net 30
Qty	HP Workstation with dual monitors- Rec Center, Fire Station, New PD Center		
25	FM105UT#ABA	HP Workstation z400 - CMT - 1 x Xeon W3520 / 2.66 GHz - RAM 6 GB - HDD 1 x 250 GB - DVD±RW (±R DL) / DVD-RAM - Quadro 600 - Gigabit Ethernet - Windows 7 Pro 64-bit	Price \$ 1,485.00 Ext. Price \$ 37,125.00
50	NK571A8#ABA	HP LE2201w - LCD display - TFT - 22" - widescreen - 1680 x 1050 / 60 Hz - 250 cd/m2 - 1000:1 - 5 ms - 0.282 mm - VGA - black	Price \$ 170.00 Ext. Price \$ 8,500.00
Qty	HP Workstation with single monitor - Fire Station, Fleet		
7	FM105UT#ABA	HP Workstation z400 - CMT - 1 x Xeon W3520 / 2.66 GHz - RAM 6 GB - HDD 1 x 250 GB - DVD±RW (±R DL) / DVD-RAM - Quadro 600 - Gigabit Ethernet - Windows 7 Pro 64-bit	Price \$ 1,799.00 Ext. Price \$ 12,593.00
7	NK571A8#ABA	HP LE2201w - LCD display - TFT - 22" - widescreen - 1680 x 1050 / 60 Hz - 250 cd/m2 - 1000:1 - 5 ms - 0.282 mm - VGA - black	Price \$ 170.00 Ext. Price \$ 1,190.00
Qty	HP Mobile Workstations - Council Laptops		
9	XU062UT#ABA	HP EliteBook 8560p - Core i5 2520M / 2.5 GHz - vPro - RAM 4 GB - HDD 320 GB - DVD±RW (±R DL) / DVD-RAM - Radeon HD 6470M - WLAN : 802.11 a/b/g/n, Bluetooth 2.1 EDR - TPM - fingerprint reader, SmartCard reader - Windows 7 Pro 64-bit - 15.6" Widescreen LED HD+ WVA anti-glare TFT 1600 x 900 (WXGA++) - camera	Price \$ 1,192.00 Ext. Price \$ 10,728.00
9	NZ222UT#ABA	HP 120W Advanced Docking Station	Price \$ 178.00 Ext. Price \$ 1,602.00
Qty	HP DL380 G7 - ArcServ Server		
1	639829-005	HP ProLiant DL380 G7 - Server - rack-mountable - 2U - 2-way - 2 x Xeon E5649 / 2.53 GHz - RAM 8 GB - SAS - hot-swap 2.5" - no HDD - DVD-RW - ATI ES1000 - Gigabit Ethernet	Price \$ 3,698.00 Ext. Price \$ 3,698.00
2	507127-S21	HP Dual Port Enterprise - Hard drive - 300 GB - hot-swap - 2.5" SFF - SAS-2 - 10000 rpm	Price \$ 248.00 Ext. Price \$ 496.00
Qty	High-End Laptop - Jason		
1	XU090UT#ABA	HP EliteBook Mobile Workstation 8760w - Core i7 2620M / 2.7 GHz - vPro - RAM 8 GB - HDD 500 GB - DVD±RW (±R DL) / DVD-RAM - Quadro 3000M - Gigabit Ethernet - WLAN : 802.11 a/b/g/n, Bluetooth 2.1 EDR - TPM - fingerprint reader, SmartCard reader - Windows 7	Price \$ 2,389.00 Ext. Price \$ 2,389.00
1	NZ223UT#ABA	HP NZ223UT 230W Advanced Docking Station	Price \$ 192.00 Ext. Price \$ 192.00
Qty			
			Price Ext. Price

Total \$ 78,513.00

1810 N Greenville Ave Richardson, TX 75081 Ph 972-888-5805 F 972-243-2888 www.computertech.com



Netera Network Integrations, LLC
 8301 Lakeview Parkway - Suite 111-114 - Rowlett, TX 75088
 Phone: (214)-295-7327 - Fax: (866)-406-7424 - Email: quotes@neteranetworks.com

QUOTE

Date	Quote #
11/17/11	NNIQ-TOLE-0004V1

Sold To: Town of Little Elm
 Scott Westenhoefer
 100 W Eldorado Pkwy
 Little Elm, TX 75068
 United States

Phone: 469-853-5291
Fax:

Ship To: Town of Little Elm
 Scott Westenhoefer
 100 W Eldorado Pkwy
 Little Elm, TX 75068
 United States

Phone: 469-853-5291
Fax:

Terms	Rep	P.O. Number	Ship Via
Net 30 days	Chris Scott		

Ln #	Qty	Description	Unit Price	Ext. Price
1		Cisco Wireless Controller 5508		
2	1	Cisco 5508 Series Wireless Controller for up to 25 APs	\$9,916.90	\$9,916.90
3	1	25 AP Base license	\$0.00	\$0.00
4	1	Base Software License	\$0.00	\$0.00
5	1	Cisco 5500 Series Wireless Controller Redundant Power Supply	\$926.90	\$926.90
6	1	Cisco Unified Wireless Controller SW Release 7.0	\$0.00	\$0.00
7	1	SMARTNET 24X7X4 Cisco 5508 Series	\$2,048.00	\$2,048.00
8	2	AIR Line Cord North America	\$0.00	\$0.00
9	2	GE SFP, LC connector SX transceiver	\$310.00	\$620.00
10		Cisco Wireless AP's 3502's		
11	12	802.11a/g/n Ctrlr-based AP w/CleanAir; Int Ant; A Reg Domain	\$802.90	\$9,634.80
12	12	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	\$0.00	\$0.00
13	12	T-Rail Channel Adapter for Cisco Aironet Access Points	\$3.10	\$37.20
14	12	802.11n AP Low Profile Mounting Bracket (Default)	\$0.00	\$0.00
15	12	Cisco 3500 Series IOS Wireless LAN Controller-based Recovery	\$0.00	\$0.00

11/20/11 07:12:21

Signature: _____

Page 1

Ln #	Qty	Description	Unit Price	Ext. Price
16	12	SMARTNET 24X7X4 802.11a/g/n Ctrlr-based AP w/CleanAir; I	\$166.00	\$1,992.00
17		Professional Services		
18	1	Professional Services - Wireless Install plus Upgrade	\$7,000.00	\$7,000.00
			SubTotal	\$32,175.80
			Sales Tax	\$0.00
			Shipping	\$189.41
			Total	\$32,365.21

* Pricing is valid for 30 days.

SALES QUOTE

SQ-146383

12/22/2011

Customer		Contact		Ship To	
Scott Westenhoefer IT Manager Town of Little Elm 100 West Eldorado Pkwy. Little Elm, TX 75068 214-975-0416 Office					
Account		Terms		Account Rep	
NEW		SUBJECT TO CREDIT APPROVAL		JD Rowell	
Quotation		PO #		Reference	
SQ-146383					
				Ship VIA	
				VENDOR CARRIER	
				1	
				12/23/2011 11:49:39AM	
Item	Description	Qty	Price	UM	Amount
1	PAN/CF31JNGAX1M PANASONIC : Win7, Intel Core i5-2520M 2.50GHz, vPro, 13.1inch XGA Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, ATI Discrete Graphics, Single Pass (Selectable), UL 1604 Haz Loc, No Drive, Toughbook Preferred	4	\$4,138.81	EA	\$16,555.24
2	ARC/JKSALESSUPP Sales Support Jeremy Kling	1	\$0.00	EA	\$0.00
3	For questions regarding this quote, please contact Jeremy Kling at 512-681-6257 or jeremy.kling@arc-is.com. This quote is valid for 30 days unless otherwise noted.				
	THESE ITEMS ARE NON-RETURNABLE				
4					
5	DIR SDD - 1365				
		Tax Details EXEMPT \$0.000		Taxable \$0.00	
				Total Tax \$0.00	
				Exempt \$16,555.24	
				Total \$16,555.24	
				Balance \$16,555.24	

TOWN OF LITTLE ELM
AGENDA INFORMATION SHEET: (Consent)



COUNCIL
MEETING DATE: February 07, 2012


PROJECT: Approve Resolution No. 02071201 suspending the March 06, 2012 effective date of Atmos Energy Corporation requested rate change to permit the Town time to study the request and to establish reasonable rates through cooperation with the Atmos Cities Steering Committee and other cities(ACSC)

BACKGROUND: The purpose of the resolution is to extend the effective date of Atmos proposed rate increase to give the Town time to review the rate-filing package. The resolution suspends the March 6, 2012 effective date of the Company's rate increase for the maximum period permitted by law to allow the Town, working in conjunction with the other ACSC cities, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy to pursue, including settlement and ultimately to approve reasonable rates.

FISCAL IMPACT: Atmos Mid-Tex filed a Statement of Intent on January 31, 2012, seeking to increase system-wide base rates (which exclude the cost of gas) by approximately \$49 million or 11.94%. However, the Company is requesting an increase of 13.6%, excluding gas costs, for its residential customers. Additionally, the application would change the way that rates are collected, by increasing the residential fixed-monthly (or customer) charge from \$7.50 to \$18.00 and decreasing the consumption charge from \$0.25 per 100 cubic feet ("ccf") to \$0.07 per ccf.

RECOMMENDED ACTION: Staff recommends approval of Resolution No. 02071201 suspending the March 06, 2012 effective date of the rate change.

ATTACHMENTS: Resolution

TOWN CONTACTS: Alan Dickerson, 214-975-0415,  adickerson@littleelm.org

RESOLUTION NO. 02071201

**RESOLUTION OF THE TOWN OF LITTLE ELM
SUSPENDING THE MARCH 6, 2012, EFFECTIVE DATE
OF ATMOS ENERGY CORP., MID-TEX DIVISION
("ATMOS MID-TEX") REQUESTED RATE CHANGE TO
PERMIT THE TOWN TIME TO STUDY THE REQUEST
AND TO ESTABLISH REASONABLE RATES;
APPROVING COOPERATION WITH ATMOS CITIES
STEERING COMMITTEE ("ACSC") AND OTHER CITIES
IN THE ATMOS MID-TEX SERVICE AREA TO HIRE
LEGAL AND CONSULTING SERVICES AND TO
NEGOTIATE WITH THE COMPANY AND DIRECT ANY
NECESSARY LITIGATION AND APPEALS; REQUIRING
REIMBURSEMENT OF CITIES' RATE CASE EXPENSES;
FINDING THAT THE MEETING AT WHICH THIS
RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS
REQUIRED BY LAW; REQUIRING NOTICE OF THIS
RESOLUTION TO THE COMPANY AND ACSC'S LEGAL
COUNSEL**

WHEREAS, on or about January 31, 2012, Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), pursuant to Gas Utility Regulatory Act § 104.102 filed with the Town of Little Elm ("Town") a Statement of Intent to change gas rates in all municipalities exercising original jurisdiction within its Mid-Tex Division service area, effective March 6, 2012; and

WHEREAS, the Town is a regulatory authority under the Gas Utility Regulatory Act ("GURA") and under Chapter 104, §104.001 et seq. of GURA has exclusive original jurisdiction over Atmos Mid-Tex's rates, operations, and services within the Town; and

WHEREAS, in order to maximize the efficient use of resources and expertise, it is reasonable for the Town to maintain its involvement in the Atmos Cities Steering Committee ("ACSC") and to cooperate with the more than 150 similarly situated city members of ACSC and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, Atmos Mid-Tex proposed March 6, 2012, as the effective date for its requested increase in rates; and

WHEREAS, it is not possible for the Town to complete its review of Atmos Mid-Tex's filing by March 6, 2012; and

WHEREAS, the Town will need an adequate amount of time to review and evaluate Atmos Mid-Tex's rate application to enable the Town to adopt a final decision as a local regulatory authority with regard to Atmos Mid-Tex's requested rate increase; and

WHEREAS, the Gas Utility Regulatory Act § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

WHEREAS, the Gas Utility Regulatory Act § 103.022 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility.

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

1. That the March 6, 2012, effective date of the rate request submitted by Atmos Mid-Tex on January 31, 2012, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

2. That the Town is authorized to cooperate with ACSC and its member cities in the Mid-Tex service area and under the direction of the ACSC Executive Committee to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations to the Town regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the Town or Railroad Commission.

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

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

5. A copy of this Resolution shall be sent to Atmos, care of David Park, Vice President Rates & Regulatory Affairs, at Atmos Energy Corporation, Mid-Tex Division, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this 7th day of February, 2012.

Mayor

ATTEST:

Town Secretary

APPROVED AS TO FORM:

Town Attorney



ELECTIONS ADMINISTRATION

January 31, 2012

Kathy Phillips
100 W Eldorado
Little Elm, Texas 75068
RE: Little Elm Town Hall

Dear Kathy,

We are requesting permission to use the above listed location as an early voting polling location for the May 12, 2012 City and School Election. The dates and times early voting will be conducted are as follows:

May 12, 2012 City and School Election

April 30 – May 5	Monday – Saturday	8am – 5pm
May 7 – 8	Monday – Tuesday	7am – 7pm

Delivery of equipment will be the Thursday before early voting starts and we will be out Friday after delivery to set up the computer.

Please indicate your response by checking one of the boxes below. If there are any conflicts with the dates and times please let us know so we can make the proper arrangements.

Let me know by mail, phone, fax or e-mail the availability of your facility as soon as possible. If you have any questions or concerns, please contact me at metro 940-349-3200, fax 940-349-3201 or e-mail: susette.fuhrmann@dentoncounty.com

Sincerely,

A handwritten signature in blue ink, appearing to read "Susette fuhr", with a stylized flourish at the end.

Susette Fuhrmann, CERA

Early Voting Coordinator
Denton County, Texas

☐ Yes, you may use our facility.

☐ No, you may not use our facility. Conflicts: _____

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE:

February 7, 2012

PROJECT:

Proposals from Executive Search Firm to recruit a person for the position of Town Manager

DESCRIPTION:

As directed at your previous Council meeting I have solicited and received proposals from three firms to perform an executive search for the Town Manager position. The proposals received are from Affion Public, The Waters Consulting Group, Inc., and Strategic Government Resources

A representative from each firm will provide a brief presentation and address questions from Council.

I have checked references for each firm and all were returned favorably.

COST:

Affion –	\$18,000 (Professional Fee) \$ 5,000 (Expenses)
The Waters Group –	\$19,500 (Professional Fee) \$ 1,500/day (Expenses)
Strategic Government Resources -	\$16,500 (Professional Fee) \$ 4,500 (Expenses)

FUNDING:

The funding for the search project will be offset by the cost savings in salary from the vacant position. Staff will make an administrative change in the budget line items.

SCHEDULE:

In accordance with proposal and contract.

RECOMMENDED ACTION:

Staff recommends Council select an Executive Search Firm to recruit for the position of Town Manager and authorize the Interim Town Manager to execute a contract for the same.

TOWN CONTACT:

Doug Peach
Interim Town Manager

214-975-0475
dpeach@littleelm.org

ATTACHMENTS:

Electronic copies previously¹¹² emailed
Hard copy hand delivered



LITTLE ELM

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: February 7, 2012

PROJECT: May 12, 2012 General/Special Election

DESCRIPTION: An ordinance calling a General/Special Election to be held Saturday May 12, 2012 for the following purposes: elect a Mayor for a three (3) year term; elect (1) Council member from District 3 for a three (3) year term; elect one (1) Council member from District 5 for a three (3) year term; and elect one (1) Council member from District 4 for the remainder of an unexpired three (3) year term; providing for election of officers; designating the place and manner of holding said election; designating the early voting polling place; designating the early voting clerk; providing for the posting and publication of notice.

COST: Approx. \$6,000.00

FUNDING: 112-6717-06- Election expenses

SCHEDULE: For May 2012 Election

RECOMMENDED ACTION: Approval of Ordinance No. 1095.

ATTACHMENT: Copy of Ordinance No. 1095

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

TOWN OF LITTLE ELM, TEXAS

ORDINANCE NO. 1095

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, ORDERING A GENERAL AND SPECIAL ELECTION TO BE HELD ON SATURDAY, MAY 12, 2012, FOR THE FOLLOWING PURPOSES: ELECT A MAYOR FOR A THREE (3) YEAR TERM; ELECT ONE (1) TOWN COUNCIL MEMBER FROM PLACE 3 FOR A THREE (3) YEAR TERM, ELECT ONE (1) TOWN COUNCIL MEMBER FROM PLACE 5 FOR A THREE (3) YEAR TERM, AND ELECT ONE (1) COUNCIL MEMBER FROM PLACE 4 FOR THE REMAINDER OF AN UNEXPIRED THREE (3) YEAR TERM; PROVIDING FOR THE APPOINTMENT OF ELECTION OFFICERS; PROVIDING FOR THE DESIGNATION OF THE PLACES AND MANNER OF HOLDING SAID ELECTION; PROVIDING FOR THE DESIGNATION OF THE EARLY VOTING POLLING PLACES; PROVIDING FOR THE DESIGNATION OF THE EARLY VOTING CLERK; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING A SEVERABILITY AND CONFLICTS CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, Section 41.001 of the Texas Election Code, as amended, establishes Saturday, May 12, 2012, as a “uniform election date” for the purposes of conducting an election within the Town of Little Elm, Texas (“Town”); and

WHEREAS, the Town Council Member terms of office for Mayor and Places 3 and 5 will expire in May, 2012, and must be filled by general election; and

WHEREAS, a vacancy has occurred in Place 4 due to resignation of the Council member in Place 4, and must be filled by a special election for the unexpired term of office that ends in May 2013; and

WHEREAS, the Town of Little Elm, Texas (“Town”), has entered into a Joint Election Agreement and Contract for Election Services (“Election Services Agreement”) with the Denton County Elections Administrator (“Elections Administrator”) for conducting the general and special election within the Town, which Election Services Agreement provides, among other things, that the Elections Administrator will conduct the general and special election for the Town; will appoint election judges, clerks, and other election personnel; will provide voting supplies and equipment; will conduct early voting; will count and provide election returns; and will designate early voting polling sites and Election Day voting sites for the Town.

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

Section 1. Findings.

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. Election Order; Election Date; Purpose of Election.

A general and special election of the Town shall be held on May 12, 2012, between the hours of 7:00 a.m. and 7:00 p.m., at those Election Day voting sites as determined by the Elections Administrator, for the following purposes:

- (1) To elect a Mayor, for a three (3) year term;
- (2) To elect a Town Council Member, for Place 3, for a three (3) year term;
- (3) To elect a Town Council Member for Place 5, for a three (3) year term; and
- (4) To elect a Town Council member for Place 4, for the remainder of an unexpired three (3) year term ending May 2013.

Section 3. Candidate Filing Deadline.

Candidates for Mayor, Town Council Member for Place 3, Town Council Member for Place 5, and Town Council Member for Place 4 for the remainder of an expired (3) year term, may file with the Town Secretary of the Town of Little Elm, Texas ("Town Secretary"), for one of the four (4) places beginning on Monday, February 6, 2012, and until 5:00 p.m. on March 5, 2012. The last date and time for a write-in candidate shall be 5:00 p.m. on March 5, 2012.

Section 4. Voting System, Ballots.

Voting on the date of the election, and early voting therefore, shall be by the use of a lawfully approved voting system, as provided in the Election Services Agreement. The preparation of the voting equipment to be used in connection with such voting system and the official ballots for the election shall conform to the Texas Election Code, as amended, so as to permit the electors of the Town to vote for a Mayor, Town Council Member for Place 3, Town Council Member Place 5, and Town Council Member for Place 4 for the remainder of an unexpired three (3) year term –expiring in May 2013. Said ballots shall have printed therein such provisions, markings, and language as may be required by law and as set forth by the Elections Administrator pursuant to the provisions of the Elections Services Agreement, and in substantially the following form and language:

**GENERAL AND SPECIAL ELECTION
Town of Little Elm, Texas
May 12, 2012**

OFFICIAL BALLOT

Mayor

Council Member for Place 3

Council member for Place 4 (for the remainder of an unexpired term)

Council Member for Place 5

Section 5. Election Precincts; Polling Places.

All election precincts, early voting polling sites and Election Day polling sites shall be determined by the Elections Administrator pursuant to the Election Services Agreement.

Section 6. Appointment of a Presiding Election Judge, and Alternate Presiding Election Judge; Notice of Appointment.

A Presiding Judge and Alternate Presiding Judge for all designated polling places shall be appointed by the Elections Administrator, pursuant to provisions of the Election Services Agreement, and in accordance with Section 32.009 of the Texas Election Code.

Section 7. Early Voting; Early Voting Polling Place(s).

Early voting shall commence in the 1st Floor Lobby of Town Hall on April 30, 2012 (as well as at any other polling site(s) determined by the Elections Administrator pursuant to the Election Services Agreement), and shall close on May 8, 2012. During the lawful early voting by personal appearance period (April 30, 2012, through May 8, 2012), the Town Secretary (or

designated personnel of the Elections Administrator) shall keep such place(s) for early voting open for early voting from 8:00 a.m. until 5:00 p.m. from April 30, 2012, through May 4, 2012, and from 8:00 a.m. until 5:00 p.m., May 5, 2012 from 8:00 a.m. to 5:00 p.m. and May 7, 2012 and May 8, 2012 from 7:00 a.m. to 7:00 p.m. The early voting by personal appearance schedule is as follows:

April 30 – May 4	8:00 a.m. to 5:00 p.m.
May 5	8:00 a.m. to 5:00 p.m.
May 7-8	7:00 a.m. to 7:00 p.m.

Section 8. Election Compliance.

This election shall be held in accordance with, and shall be governed by, the election laws of the State of Texas. In all Town elections, the Mayor, Town Secretary, or Town Council shall perform each act as is required to be performed, in connection with the holding and consummation of such election, and to give effect to the intent of this ordinance and all Town obligations as set forth in the Election Services Agreement.

Section 10. Voting Qualification; Voting Materials.

All registered, qualified voters of the Town shall be permitted to vote at the election. In addition, the election materials enumerated in the Texas Election Code, as amended, shall be printed in English and Spanish for use at the polling places and for early voting for the election.

Section 11. Compensation for Services.

The Presiding Election Judge, Alternate Presiding Judge, and each Election Clerk shall be compensated at the rate determined by the Elections Administrator, pursuant to the provisions of the Election Services Agreement.

Section 12. Notices.

The Town Secretary is hereby ordered and directed to give notice of the general and special election by:

- (a) Publishing the notice of the election at least once, not more than thirty (30) days nor less than ten (10) days before the election in the official newspaper of the Town, or between April 12, 2012 and May 2, 2012;
- (b) Filing with the Town Secretary, a copy of the notice of the election;
- (c) Posting a copy of the notice on the bulletin board used for posting notices of the meetings of the Town Council at least twenty-one (21) days before the election, by April 20, 2012; and

- (d) Delivering notice of the election to the Denton County clerk not later than the 60th day before Election Day, or March 13, 2012.

The Town Secretary shall file with the Town Secretary a copy of the Publisher's Affidavit, which complies with the Texas Election Code, as amended, that the notice was published, with the name of the newspaper and the dates of publication.

Section 13. Run-Off Election.

In accordance with the State Constitution, the Texas Election Code, and the Charter, in the event that no candidate receives a majority of the votes for an office, there shall be a runoff election held on a date authorized by the Texas Election Code. If a run-off election becomes necessary it shall be ordered by the Mayor or Mayor Pro-tem not later than five (5) days after the canvassing of the returns of the general election, or as otherwise authorized by the Texas Election Code. The Town may, at its option, choose to conduct any runoff election in conjunction with the Denton County Elections administrator through the provisions of the Election Services Agreement.

Section 14. Severability Clause; Conflicts with Election Services Agreement.

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. Additionally, it is the intent of the Town Council in adopting this ordinance to fully comply with the terms of the Election Services Agreement. Should any conflict arise between any term of this ordinance and the Town's obligations under the Election Services Agreement, it is the express intent of the Town Council that the terms of the Election Services Agreement should control and govern the administration of the general and special election addressed in this ordinance.

Section 15. Effective Date.

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 by the Town Council of the Town of Little Elm, Texas this the 7th day of February, 2012.

Charles Platt, Mayor

ATTEST:

Kathy Phillips, Town Secretary

APPROVED AS TO FORM:

Robert F. Brown, Town Attorney

**TOWN OF LITTLE ELM
INFORMATION SHEET:**

COUNCIL MEETING

DATE: February 7, 2012

PURPOSE: Approve Joint Election and Contract for Election Services.

DESCRIPTION: This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 12, 2012 election to be administered by Frank Phillips, Denton County Elections Administrator. The Election Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in the agreement. Each participating authority agrees to pay the DCEA for equipment, supplies, services and administrative cost. However, each participating authority shall remain responsible for the decisions and action of its officers necessary for the lawful conduct of its election. At each polling place the participating parties shall share a mutual ballot in those polling places where jurisdictions overlap. In no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote.

FISCAL IMPACT: Approximately: \$6,000.00

SCHEDULE: N/A

RECOMMENDED

ACTION: The Town Secretary recommends approval of the Joint Election Agreement and Contract for Election Services.

ATTACHMENTS: Draft Joint Election Agreement and Contract for Election Services.

TOWN CONTACT: Kathy Phillips, 214-975-0404

THE STATE OF TEXAS
COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions located entirely or partially inside the boundaries of Denton County:

Town of Argyle	City of Oak Point
City of Aubrey	City of Pilot Point
Town of Bartonville	Town of Ponder
City of Celina	Town of Prosper
Town of Copper Canyon	Town of Providence Village
City of Corinth	City of Roanoke
Town of Corral City	City of Sanger
Town of Cross Roads	Town of Shady Shores
City of Denton	City of The Colony
Town of DISH	Town of Trophy Club
Town of Double Oak	Town of Westlake
Town of Flower Mound	Argyle Independent School District
City of Fort Worth	Aubrey Independent School District
City of Frisco	Celina Independent School District
City of Hackberry	Denton Independent School District
Town of Hebron	Frisco Independent School District
Town of Hickory Creek	Krum Independent School District
City of Highland Village	Lake Dallas Independent School District
City of Justin	Lewisville Independent School District
City of Krugerville	Little Elm Independent School District
City of Krum	Northwest Independent School District
City of Lake Dallas	Pilot Point Independent School District
City of Lakewood Village	Ponder Independent School District
City of Lewisville	Prosper Independent School District
Town of Lincoln Park	Sanger Independent School District
Town of Little Elm	Trophy Club MUD 1
City of Northlake	

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 12, 2012 election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as "Elections Administrator."

RECITALS

Each participating authority listed above plans to hold a general and/or special election on May 12, 2012.

The County owns an electronic voting system, the Hart InterCivic eSlate/eScan Voting System (Version 6.2.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions desire to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" with Denton County and each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Denton County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Denton County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Denton County Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those polling places where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all electronic voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Denton County Elections Administrator.

The Elections Administrator shall prepare a submission, on behalf of all participating authorities, to the United States Department of Justice for preclearance of the joint election procedures and polling places, pursuant to the Voting Rights Act of 1965, as amended. The Elections Administrator will provide to each participating authority a photocopy of the joint submission and any correspondence from the Department of Justice.

The joint submission prepared by the Elections Administrator will not include submission of information for any special elections held by the participating authorities. Participating authorities are hereby notified and encouraged to prepare their own submissions to the United States Department of Justice for special election procedures, or any changes that are specific to their own political subdivision.

By signing this agreement, each participating authority certifies that it has no unresolved preclearance or voting rights issues known to it that would preclude or delay Department of Justice preclearance of the joint election.

The Elections Administrator will file an amended submission to the United States Department of Justice in the event that any polling places are changed after the original submission is filed, including changes resulting from the withdrawal of one or more participating authorities pursuant to Section XII of this contract.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating city, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Attachment A of this agreement. In the event that a voting location is not available or appropriate, the Elections

Administrator will arrange for use of an alternate location with the approval of the affected participating authorities. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Attachment A.

If polling places for the May 12, 2012 joint election are different from the polling place(s) used by a participating authority in its most recent election, the authority agrees to post a notice no later than May 12, 2012 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 12, 2012 election. This notice shall be written in both the English and Spanish languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2010 Census shall have one or more election official who is fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

Election judges and clerks who attend voting equipment training and/or procedures training shall be compensated at the rate of \$7 per hour.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working as members of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, the County's electronic voting system and equipment, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). Each participating authority shall be responsible for proofreading and approving the ballot and the audio recording of the ballot, insofar as it pertains to that authority's candidates and/or propositions.

The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged in the following order: Independent School District, City, Water District(s), and other political subdivisions.

Early Voting by Personal Appearance and voting on Election Day shall be conducted exclusively on Denton County's eSlate electronic voting system.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on relevant employees upon hiring as required by Election Code Section 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authority shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall provide each participating authority a copy of the early voting report on a daily basis and a cumulative final early voting report following the election. In accordance with Section 87.121(g) of the Election Code, the daily reports showing the previous day's early voting activity will be distributed to each participating authority no later than 9:00 AM each business day. This will be accomplished by Denton County posting the daily reports on its website.

VII. EARLY VOTING BALLOT BOARD

Denton County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Frank Phillips, Denton County Elections Administrator
Tabulation Supervisor:	Eric Leija, Denton County Technical Operations Manager
Presiding Judge:	Jason Barnett, Deputy Elections Administrator
Alternate Judge:	Paula Paschal, Contract Manager

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central and remote counting stations and are tabulated. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station and by posting to the Denton County web site. To ensure the accuracy of reported election returns, results printed on the tapes produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection sites or by phone from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating entities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s).

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. The Elections Administrator agrees to upload these reports for each participating authority unless requested otherwise.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within 3 business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election. If necessary, any voting changes made by a participating authority between the original election and the runoff election, shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

Each participating authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 12, 2012 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Saturday, June 23, 2012. This date may be negotiable based on the Secretary of State's calendar for elections in 2012.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the average cost per election day polling place (unit cost) as determined by adding together the overall expenses and dividing the expenses equally among the total number of polling places. Costs for polling places shared by more than one participating authority shall be pro-rated equally among the participants utilizing that polling place.

It is agreed that charges for Election Day judges and clerks and Election Day polling place rental fees shall be directly charged to the appropriate participating authority rather than averaging those costs among all participants.

If a participating authority's election is conducted at more than one election day polling place, there shall be no charges or fees allocated to the participating authority for the cost of election day polling places in which the authority has fewer than 50% of the total registered voters served by that polling place, except that if the number of registered voters in all of the authority's polling places is less than the 50% threshold, the participating authority shall pay a pro-rata share of the costs associated with the polling place where it has the greatest number of registered voters.

The participating authorities agree to share the cost of Early Voting. Allocations of costs is mutually agreed to be shared according to a formula which is based on the cost of all Early Voting polling locations being divided equally among the number of participating authorities.

Costs for Early Voting by Personal Appearance shall be allocated based upon the actual costs associated with each early voting site. Each participating authority shall be responsible for a pro-rata portion of the actual costs associated with the early voting sites located within their jurisdiction. Participating authorities that do not have a regular (non-temporary) early voting site within their jurisdiction shall pay a pro-rata portion of the nearest regular early voting site.

Each participating authority agrees to pay the Denton County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Denton County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Denton County Elections Administrator reserves the right to adjust the above formulas in agreement with any individual jurisdiction if the above formula results in a cost allocation that is inequitable.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus a cancellation fee of \$75.00.

XII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authority agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Judge and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.

5. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. Each participating authority agrees to pay the Denton County Elections Administrator a deposit of approximately 90% of this estimated obligation no later than 15 days after execution of this agreement. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 12, 2012 election (or runoff election, if applicable), and if the amount of an authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within 30 days after the final costs are calculated.

The total estimated obligation and required deposit for each participating authority under the terms of this agreement shall be as follows:

	Estimated	Deposit
Political Subdivision	Cost	
Town of Argyle		
Town of Bartonville		
Town of Copper Canyon		
City of Corinth		
Town of Cross Roads		
City of Denton		
Town of DISH		
Town of Flower Mound		
City of Fort Worth		
City of Hackberry		
City of Hebron		
Town of Hickory Creek		
City of Justin		
City of Krugerville		
City of Lake Dallas		
City of Lewisville		
Town of Little Elm		
City of Oak Point		

Town of Ponder		
Town of Shady Shores		
City of Southlake		
City of The Colony		
Town of Trophy Club		
Aubrey ISD		
Krum ISD		
Lewisville ISD		
Little Elm ISD		
Northwest ISD		
Pilot Point ISD		
Ponder ISD		
Sanger ISD		
Trophy Club MUD1		

Revised 1.09.2012 (11:00 a.m.)

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the _____ day of _____, 2012 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the _____ day of _____, 2012 been executed on behalf of the TOWN OF LITTLE ELM pursuant to an action of the LITTLE ELM TOWN COUNCIL so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:

FRANK PHILLIPS

ACCEPTED AND AGREED TO BY THE TOWN OF LITTLE ELM:

APPROVED:

ATTESTED:

CHARLES PLATT, MAYOR

KATHY PHILLIPS, TOWN SECRETARY

Denton County Elections Contract Worksheet - Attachment "A"

Entity - May 12, 2012 Election

Election Costs		Units	Cost Per Unit	Estimated	Actual
Early Voting by Personal Appearance (EVPA) Expenses:					
EVPA Polling Place Personnel		3	10.00	2,408.00	
EVPA Supply Kits		1	80.00	80.00	
EVPA Work Stations/Computers (Ea)		1	100.00	100.00	
EVPA JBCs		1	105.00	105.00	
EVPA eSlates		5	95.00	475.00	
EVPA DAU eSlates		1	115.00	115.00	
EVPA eScan		0	155.00		
EVPA polling place rentals/custodial		0	0.00		
EVPA Delivery of Equipment		1	86.00	86.00	
Early Voting Ballot Board Personnel		3	10.00	30.00	
Early Voting by Mail (EVM) Expenses:					
EVM Ballots (cost per thousand)		1	335.00		
EVM Ballot Postage		1	1.05		
Election Day (ED) Expenses:					
ED Polling Place Personnel		3	10.00	420.00	
ED Ballots (cost per thousand)		0	335.00		
ED supply kits		1	80.00	80.00	
ED eScan		0	155.00		
ED standard voting booths		0	5.00		
ED JBCs		1	105.00	105.00	
ED eSlates		5	95.00	475.00	
ED DAU eSlates		1	115.00	115.00	
ED Ballot Boxes		0	5.00		
ED Polling Place Equipment Delivery		1	86.00	86.00	
ED Pick up/Delivery of Supplies		1	25.00	25.00	
General Expenses of the Election:					
Programming eScan/eSlate per Election		1	400.00	400.00	
Spanish Audio for DAU		0	110.00	0.00	
Postage for DOI		0	5.00	5.00	
Public Notice		0	25.00	25.00	
Worksheet Total Expense				\$5,135.00	
		Estimated	Actual	Amount Paid	Ck #/Date Received
Election Total		\$5,135.00	\$0.00		
Election Service Fee		\$513.50	\$0.00		
Election Total Cost		\$5,648.50	\$0.00		
Deposit (90%)		\$5,083.65	\$0.00		
Balance Due		\$5,648.50	\$0.00		

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE: February 7, 2012

PROJECT: **Pavement Condition and Asset Study for the Town of Little Elm with Data Transfer Solutions, LLC**

DESCRIPTION: Town Staff has negotiated a Pavement Condition and Asset Study with Data Transfer Solutions, LLC (DTS). The study will allow the Town to have a precise detail of the condition of every street within the Town, a total of 103 miles. Each street will be provided a numerical rating. From this information Town Staff will better be able to identify the annual street maintenance needs and potential funding costs necessary to maintain a good overall rating for the Town.

Data Transfer Solutions mobile data collection vehicle will also pick up roadway assets such as signs, signals, street lighting, manholes, curb and gutter. This information will be able to be inputted into the Town's proposed asset management system to allow field staff to keep assets updated as they are maintained.

Funding for this study is available within the Town's budgeted 2012 annual street maintenance funds and was included in the Workshop last Fall with Council going over the 2012 Street Maintenance items

COST: **\$50,051.00**

FUNDING: **Acct. Name & No**
Street Maintenance Fund
112-6706-50-00

SCHEDULE: Study is to start and staff will work with the GIS division and Public Works. Work is to be completed over the fiscal year.

**RECOMMENDED
ACTION:**

Staff recommends Council approve the Pavement Condition and Asset Study between the Town of Little Elm and Data Transfer Solutions, Inc. for the amount of \$50,051.00 and authorize Town Manager to execute a contract for the same.

TOWN CONTACT:

Jason W. Laumer, P.E.
Director of Development Services
JLaumer@littleelm.org
(214) 975-0473

ATTACHMENTS:

1. Exhibits
2. Contract for Services

CITY OF KLAMATH FALLS, OR PAVEMENT AND ASSET MANAGEMENT SYSTEM

Solutions

- Mobile Video
- Mobile LiDAR Scanning
- Post-Processing
- Pavement Data Extraction
- Pavement Condition Index (PCI)
- Sign Extraction
- Curb & Gutter Extraction
- Field Survey
- Quality Assurance

Reference

Mark Willrett, P.E.
City of Klamath Falls
226 S. 5th Street
Klamath Falls, OR 97601
541-883-5364

Date 2009

Value \$120,000

Earth Eye Staff who worked on the project

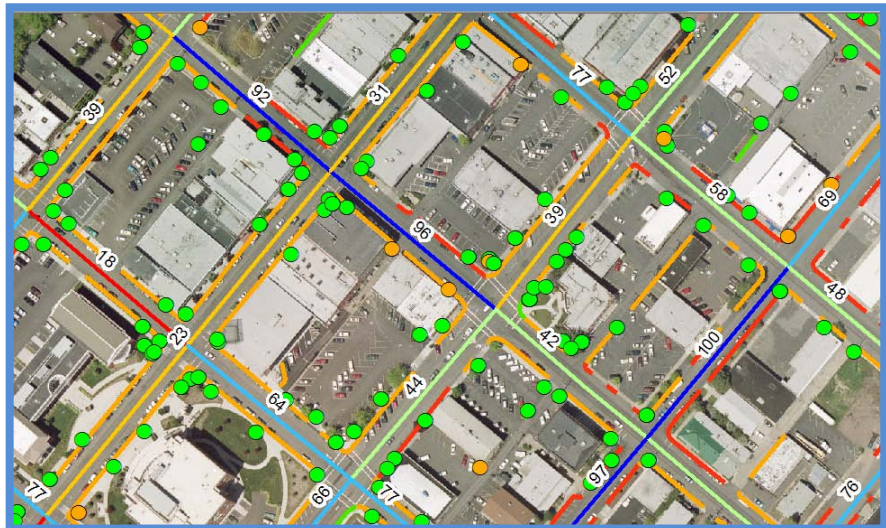
- Jason Amadori
- Greg Maynard
- Ryan Francoforte
- Mark Romano
- Kirsten Koehn

Summary

The DTS team conducted a mobile data collection project for the City of Klamath Falls, OR that included data collection for Pavement Condition, Signs and Curb & Gutter. The DTS mobile data collection vehicle was used to collect the City's road network using mobile video and LiDAR. This data was controlled using GPS, Inertial Navigation, and ground survey.

The mobile video was processed to create a geospatially accurate pictures that are used to extract asset information. First, signs were extracted automatically by using the intensity measurements from the mobile LiDAR scanner. Once the signs were identified, the DTS team assigned a MUTCD code from the existing sign library. Sign condition, dimensions and post types were also extracted from the pictures.

The pavement condition index (PCI) was collected in the field using engineers from Resource International, Inc (Rii). The pavement distress type, severity and extent were measured using the ASTM D6433 modified PCI approach. All segments were rated using this methodology to develop a rating from 0 (Failed) – 100 (Newly Constructed). All of this information was then used to develop a Capital Improvement Plan (CIP) focused on the highest priority roads needing maintenance performed on them.



CITY OF GOLDEN, COLORADO

GIS ENTERPRISE ASSET MANAGEMENT SYSTEM - PAVEMENT

Solutions

- Development and implementation of Pavement Management System
- Asset Management
- GIS
- Mapping
- Data collection
- GPS collection
- Project management website

Reference

Quint Pertzsch

City of Golden
911 10th Street
Golden, CO 80401
303-384-8000
QPertzsch@ci.golden.co.us

Date 2005

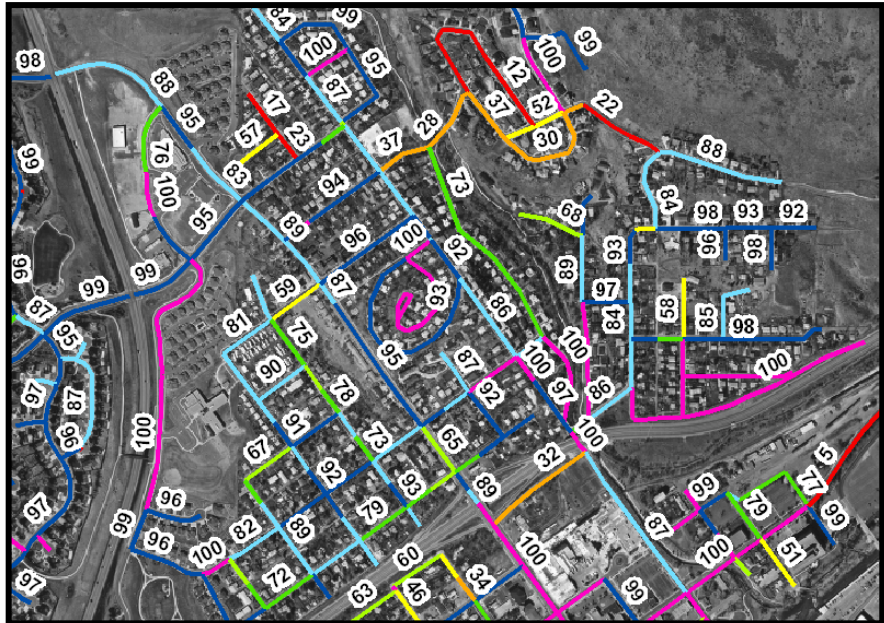
Value \$120,000

DTS Staff who worked on the project

- Jason Amadori
- Allen Ibaugh
- Mike Digby
- Steve Dearborn
- Kirsten Koehn

The City of Golden, Colorado contracted with Data Transfer Solutions to collect roadway asset data related to their pavement infrastructure. The project consisted of video data collection of pavement distresses throughout the City.

DTS worked closely with City Engineers to identify the types of distresses located throughout the City and created a pavement management plan utilizing historical data related to their pavement management program.



Once all of this information had been collected, it was integrated with the Cartegraph Asset Management Software and deployed throughout the City to proactively manage their asset infrastructure. DTS worked with the City to develop performance curves specific to the City's pavement and the associated maintenance, repair and rehabilitation criteria used to prioritize segments for the City's Capital Improvement Program.

All data was delivered in an ESRI geodatabase and is directly linked to the City GIS for updates and data maintenance between departments.

Project Management Website: <http://cityofgolden.edats.com/>

AGREEMENT BETWEEN
The Town of Little Elm, Texas

AND
DATA TRANSFER SOLUTIONS, LLC.

THIS AGREEMENT is entered into on this 7th day of February, 2012 by and between the Town of Little Elm, Texas (Client) and Data Transfer Solutions, LLC (Contractor);

WHEREAS, it is in the best interest of Client to enter into a contract with the named company to maintain and support and existing, previously developed GIS based software, hereinafter, Project.

NOW, THEREFORE, the parties hereto agree as follows:

(1) FUNDING AND SCOPE OF WORK

Client shall compensate the Contractor as specified in **Attachment A** unless the Agreement is later supplemented.

Client will reimburse the Contractor as services are invoiced by the Contractor and accepted by Client in accordance with Section (5) of this agreement. As each invoice is accepted, Client shall make payment to the Contractor within 30 calendar days of receipt of the invoice.

The Scope of Work to be completed by Contractor will be described in **Attachment A** of this contract.

(2) PERIOD OF AGREEMENT

This agreement shall become effective upon execution by both parties, and shall terminate no later than twelve (12) months following the date of execution unless mutually extended in writing and agreed to by both parties. The deadlines, scope of services, payment schedule, or other facets of the contract may be amended when it is deemed to be in the best interests of the project to do so and agreed to in writing by both parties.

(3) MONITORING

The Contractor shall monitor its performance under this Agreement to ensure that time schedules are being met, the Budget and Scope of Work are being met within the specified time periods, and other performance goals are being achieved.

(4) RIGHT OF TECHNICAL REVIEW

Client shall have the right of technical review of the work, and where the work is reasonably found to be erroneous or inadequate technically, may withhold any sum due under the terms of this Agreement, provided, that if the technical deficiencies are subsequently corrected to the

satisfaction of Client, any sums withheld will then be made available to the Contractor as provided under this Agreement.

(5) BILLS FOR FEES AND OTHER COMPENSATION

Invoices for services or expenses shall be submitted monthly on a Time and Materials basis with supporting documentation as requested by client. In addition, each month this Agreement is in effect, the Contractor shall notify Client Project Manager, via email, of the progress completed during each billing cycle.

Monthly invoices should be mailed to:

Name	<u>Jason W. Laumer, P.E.</u>
Title	<u>Director of Development Services</u>
Mailing Address	<u>100 West Eldorado Parkway</u>
City/State/Zip	<u>Little Elm, TX 75068</u>
Phone	<u>(214) 975-0473</u>

Email:

(6) NON-DISCRIMINATION

(a) Compliance with Regulations. The Contractor shall comply with all of the requirements imposed by Title VI of the Civil Rights Act of 1964 and with the Regulations of the U.S. Department of Transportation relative to non-discrimination and maximum opportunities for Minority Business Enterprises (MBE) in carrying out the Project. These actions are described in 49 CFR Part 21, "Non-Discrimination in Federally Assisted Programs of the Civil Rights Act of 1964" and Part 23 "Participation by Minority Business Enterprise in Department of Transportation Program" hereinafter referred to as Regulations which are being incorporated by reference and made a part of this Agreement.

(1) Equal Employment Opportunity. In carrying out the Project, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all subcontractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

(2) Non-Discrimination. The Contractor with regards to work performed by it on the Project, shall not discriminate on the selection or retention of subcontractors including procurements of material and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations.

(3) Solicitations for Subcontractors Including Procurements of Materials and Equipment.
In all solicitations made by competitive bidding or negotiation by the Contractor of materials and leases of equipment, each potential subcontractor, supplier, or lessor shall be notified of obligations under this contract and Regulations relative to discrimination on the grounds of race, religion, sex, or national origin.

(7) CONTROLLING LAW

This Agreement is to be governed by the laws of the This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed, interpreted, construed and enforced pursuant to the laws of the State of Florida. The venue for enforcement shall be Orange County, Florida.

Client and Contractor hereby knowingly, voluntarily, and intentionally waive the right any of them have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

In the event a dispute shall arise under or about this Agreement, the prevailing party (defined as the one recovering or defending more than 50% of the claim) shall be entitled to recover from the other party as part of the prevailing party's costs, its reasonable attorney's fees and court costs/mediation fees.

(8) LIABILITY

The Contractor agrees to hold Client harmless against all claims of whatever nature arising out of the Contractor's negligent acts, errors, or omissions in the performance of work under this Contract, to the extent allowed and required by law.

(9) EXECUTION OF AGREEMENT

This contract may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

(10) AGREEMENT FORMAT

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

(11) TERMINATION OF THE AGREEMENT

(a) If the necessary funds are not available to fund this project, the Agreement may be terminated immediately and the Contractor paid for services rendered up to the time of termination. Written notice of termination, with effective date, shall be provided to the Contractor five (5) days in advance of termination.

(b) Client may terminate this Agreement for non-performance if, after notifying the Contractor in writing and following a period of 10 days, corrections are not made to the satisfaction of the designated Project Manager. Without waiving its right to terminate this Agreement, Client may delay, withhold, or adjust payments under this Agreement to provide an opportunity for the Contractor to fulfill its obligations or correct any violations of the Agreement. Client reserves the right to complete such analysis as is necessary to protect its professional reputation.

(c) In the event of termination of this Agreement, copies of all finished or unfinished documents, data, correspondence, reports, and maps prepared or secured by the Contractor under this Agreement shall be delivered to Client offices. Except for termination related to non-performance, Client shall pay reasonable project closure expenses as agreed upon by both parties.

(12) SUCCESSORS AND ASSIGNS

(a) The Contractor and Client each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all obligations of this contract.

(b) Unless directly specified, nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Contractor and Client.

(13) PROJECT MANAGEMENT

(a) All notices, payment requests, reports, and products provided under or pursuant to this Agreement shall be in writing and shall originate from and be sent to the representatives identified below at the addresses set forth below.

(b) Client Project Manager for this Agreement is:

Suzanne Wachal-Basham

(c) The Data Transfer Solutions Project Manager for this Agreement is:

William Cook, P.E.

(d) All communication related to work undertaken through this Agreement shall be through the above named project managers.

(14) INDEMNIFICATION

(a) Client agrees to indemnify and hold the Contractor and their respective partners, directors, officers and employees harmless from all suits, actions, claims, demands, judgments, and liabilities including property damage and bodily injury or death, to the extent caused by the negligent act, omission, or breach of contract of or by Contractor, in providing the Services hereunder.

(b) The Contractor agrees to indemnify and hold the Client and its partners, directors, officers and employees harmless from all suits, actions, claims, demands, judgments, and liabilities including

property damage and bodily injury or death, to the extent caused by the negligent act, omission, or breach of contract of or by the Client hereunder.

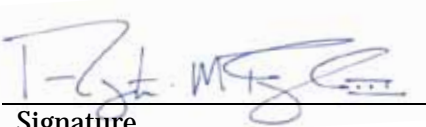
(15) FORCE MAJEURE

Should Services be delayed at any time during the period of this Agreement due to changes ordered in the Services by Client, by labor disputes, fire, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Contractor determines may justify the delay, then an extension for performance of this Agreement may be granted to Contractor by Client through written mutual agreement.

ACCEPTANCE of the terms of this Agreement are acknowledged by the following signatures of the Authorized Representatives of the parties to the Agreement.

AS TO:
TOWN OF LITTLE ELM, TEXAS

AS TO:
DATA TRANSFER SOLUTIONS, LLC

<hr/>	<hr/>		<hr/>
Signature	Date	Signature	Date
Doug Peach		A. M. "Trey" Fragala, III, AICP, PMP	01.23.12
Printed Name		Printed Name	
Town Manager		Chief Operating Officer	
Title		Title	

Please provide the following billing information:

Purchase Order Number if Required_____

Contact Name_____

Address 1_____

Address 2_____

City_____ State_____ Zip_____

ATTACHMENT A

Scope of Services

Task 1. Perform mobile field inventory and digital video image collection

DTS will utilize its Mobile Asset Collection (MAC) vehicle to perform the field inventory of the Town's existing pavement infrastructure and right of way assets specifically: signs, signals, roadway lighting, manhole covers and curb and gutter. The vehicle is equipped with GPS, inertial navigation systems and high-definition, high resolution digital cameras and a line scan camera with laser illumination. The positioning and imaging systems are tightly integrated with an on-board computer system, which are used collectively to capture geo-referenced (positionally relevant) still digital images along the right of way corridor while traveling at the posted speed limits.



The DTS MAC vehicle will collect imagery along approximately 103 (centerline) miles of jurisdictional streets of all classifications, which are within the Town's legal boundary.

Task 1 Assumptions:

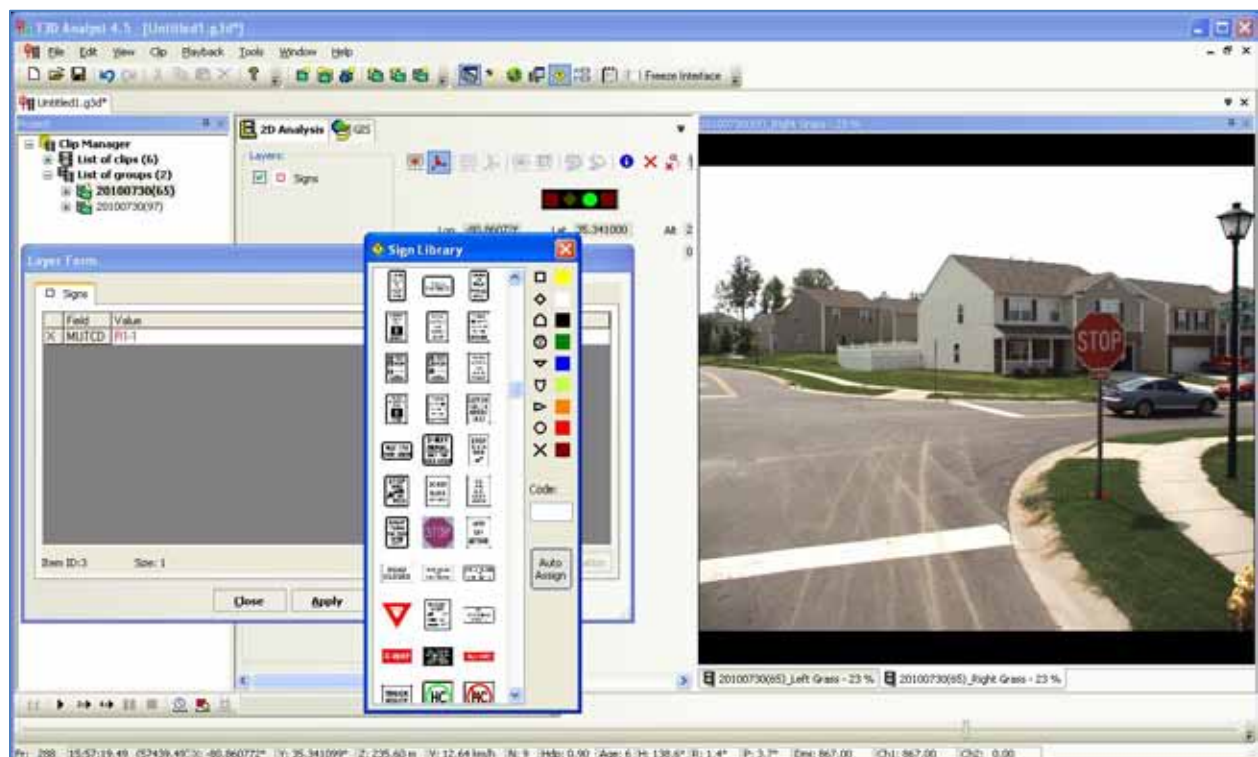
- 1) All assets to be inventoried are located on town owned or town maintained streets.
- 2) Data collection will include only Town maintained streets as identified in the Town of Little Elm's GIS centerline shape file.
- 3) The Town will provide data on functional classification and or ADT's in GIS format.

Task 2. Sign, signal, manholes, roadway lighting and curb and gutter feature extraction and attribution

DTS's extraction team will set up and import the digital image log into the extraction and attribution software and proceed through each frame to identify assets on the photos. DTS staff will use the image that best represents the asset to locate it geographically. There are usually multiple images that depict a particular asset, and our staff will generally use the one that is the closest to the camera when the image was taken. This method increases the visibility of the asset and allows for a more accurate visual assessment. It also produces the best positional (coordinate) quality.

The following illustration is an example of the data extraction process for a particular sign. The sign is

located on the imagery, a point is placed at the base of the sign, and the (x,y) coordinates are automatically stored in the underlying feature attribute table.



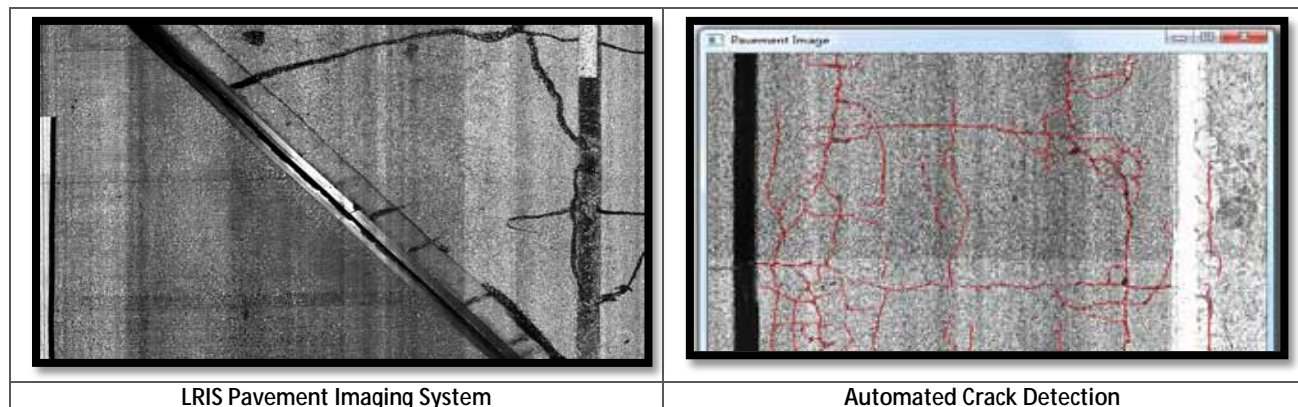
Task 2 Assumptions:

- 1) Sign retro-reflectivity will not be required to be collected. This is based on the assumption by the Town that all sign faces will not meet the current MUTCD standards for retro-reflectivity (by the required date), and therefore the **primary purpose of this inventory will be to establish and assess the current condition and risk, and develop a prioritized and phased, multi-year sign repair and placement plan.**
- 2) All asset location and attribute data will be delivered to the Town in Esri's ArcGIS geo-database format, unless specified otherwise.

Task 3. Pavement Data extraction

Once the pavement imagery have been collected, DTS will post process all imagery and GPS data. The post-processed imagery will be used in conjunction with specialized software to identify and map specific paved road distresses (i.e. alligator, longitudinal and trasverse distress types). All remaining pavement distresses will be visually identified and mapped.

DTS' pavement line scan imagery allows the pavement evaluator to determine the type, extent, and severity of pavement distresses from his/her desktop. In addition, DTS employs an automated pavement distress indentification process that identifies the longitudinal, transverse and alligator distresses location along the Town's road network from the processed pavement imagery.



All pavement data and rating information will be delivered to the Town in Esri's ArcGIS geo-database format, unless specified otherwise.

The tasks identified above as project deliverables and milestones will be completed by DTS by December 31\, 2012 unless an extension is approved by the Town of Little Elm.

Attachment B Fee

Task A – Data Collection						
Subtask		Description	Comments	Units	DTS Price	Total
1		Centerline Basemap (units = hours)	Review centerlines - Full Area Collection	8	\$80	\$640
3		Project Mobilization (lump sum payment)	Field setup, GPS Network, QC/QA Network	1	\$1,500	\$1,500
4		DTS-MAC™ Imaging (units = Centerline Mile)	Includes 20% extra for divided highways	125	\$100	\$12,500
5		Project Management (units = hours)	On-Site Meetings, Travel, Reporting, Coordination	24	\$100	\$2,400
6		Training (units = hours)	includes 2 - 4-hour blocks	8	\$100	\$800
					Task A Total	\$17,840
Task B - Data Extraction						
Subtask		Description	Comments	Units	DTS Price	Total
1		Roadway Asset Inventory	Data will be delivered in Geodatabase	Miles		
Feature	Priority	Asset Type				
Point	1	Signs	includes standard attributes - to be defined in data manual	103	\$50	\$5,150
Point	1	Signals	includes standard attributes - to be defined in data manual	103	\$20	\$2,060
Point	1	Roadway Lighting	includes standard attributes - to be defined in data manual	103	\$20	\$2,060
Point	1	Manholes	includes standard attributes - to be defined in data manual	103	\$30	\$3,090
Linear	1	Curb & Gutter	includes standard attributes - to be defined in data manual	103	\$20	\$2,060
Linear	1	Pavement Inspection	Utilizes the ASTM PAVER PCI Approach	103	\$175	\$18,025
					Tasks B Total	\$32,445
Task C – Final Report and Analysis						
Subtask		Description	Comments	Units	DTS Price	Total
1		Pavement Report and Maintenance	Units = Hours	24	\$100	\$2,400
					Task C Total	\$2,400
					Total	\$52,685
					Sole Source Discount	5%
					Total with Discount	\$50,051

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE: February 7, 2012

PROJECT: **Robertson Elementary Offsite Playground Interlocal Agreement and License between the Town of Little Elm and Frisco Independent School District**

DESCRIPTION: Town Staff has worked closely with staff at the Frisco Independent School District (FISD) at Robertson Elementary over traffic and portable building concerns. During those discussions staff became aware of a want for more open play space for the children. Staff discussed the property adjacent to the school site that the Town owns within the flowage easement. Staff offered to manage a contract to provide storm drainage improvements, grade out the site and remove debris, hydromulch site, provide irrigation, and provide fencing. (See Exhibit) This would provide an additional one acre of open play space for the children during school hours and for any local residents that would like to use the space when the school is not using it. The school district has offered to pay for those improvements up to \$34,720.60. Use of the improvements would be in terms of five (5) year increments with either party being able to cancel after the first five years. The school district will maintain the site.

COST: **\$34,720.60 (Not to Exceed)**

FUNDING: **Acct. Name & No**
FISD Park Improvements
Funding 870-8953-00-00
Expense 870-6735-87-65

SCHEDULE: The Town has the project currently advertised for bids. Expect to open bids next week and award at the next Council meeting in March.

**RECOMMENDED
ACTION:**

Staff recommends Council approve interlocal to provide funding for certain grading, drainage, and landscape improvements within the Town and authorize Mayor to sign the Robertson Elementary Offsite Playground Interlocal Agreement and license for the same.

TOWN CONTACT:

Jason W. Laumer, P.E.
Director of Development Services
JLaumer@littleelm.org
(214) 975-0473

ATTACHMENTS:

1. Robertson Elementary Offsite Playground Interlocal Agreement and Temporary License

**ROBERTSON ELEMENTARY OFFSITE PLAYGROUND INTERLOCAL
AGREEMENT AND TEMPORARY LICENSE BETWEEN THE TOWN OF LITTLE
ELM, TEXAS, AND THE FRISCO INDEPENDENT SCHOOL DISTRICT**

This interlocal agreement and temporary license (“**AGREEMENT**”) is entered into under and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, by and between the **TOWN OF LITTLE ELM, TEXAS**, a Texas home rule municipal corporation (“**TOWN**”), and the **FRISCO INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas (“**FISD**”). The **TOWN** and the **FISD** are sometimes referred to collectively as the “Parties” or individually as a “Party.”

WHEREAS, the Interlocal Cooperation Act authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the **FISD** operates the Robertson Elementary School Campus at 2501 Woodlake Parkway, Little Elm, Texas (“Robertson Elementary”); and

WHEREAS, the **TOWN** owns vacant and unimproved land located to the immediate northwest of Robertson Elementary (“Town Land”), which Town Land is set forth as Lot 28X, Block 69, in the Final Plat of Sunset Pointe, Phase Fifteen, a copy of which is attached hereto as *Exhibit A*; and

WHEREAS, the **FISD** desires to use a portion of the Town Land for a playground for Robertson Elementary, which portion encompasses approximately 42,300 square feet (“Playground Site”), which Playground Site is set forth in the Robertson Elementary Offsite Playground Exhibit, a copy of which is attached hereto as *Exhibit B*; and

WHEREAS, the **FISD** desires that the Playground Site be improved to make it suitable for use as an elementary school playground, with the costs of such needed improvements totaling \$34,720.60 (“Playground Improvement Costs”), which Playground Improvement Costs tasks and costs are shown in *Exhibit C* attached hereto; and

WHEREAS, the **TOWN** desires to allow Robertson Elementary and the **FISD** a temporary license to use the Playground Site, provided that the Playground Improvement Costs and other related costs as described in this **AGREEMENT** are borne by the **FISD**; and

WHEREAS, the **TOWN** and the **FISD** have reached certain agreements and understandings regarding the Town Land and Playground Site, which agreements and understandings are set forth in this **AGREEMENT**.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **TOWN** and the **FISD** agree as follows:

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERM.

This **AGREEMENT** shall become effective upon the Effective Date and shall remain in effect for an initial term of five (5) years, unless terminated sooner by agreement of the Parties. Thereafter, the **AGREEMENT** shall automatically be extended for an additional five (5) year term, but may be terminated by either Party at any time during the additional five (5) year term by providing written notice of the termination of the **AGREEMENT** to the other Party, after which the **AGREEMENT** will terminate immediately. The words "Effective Date" shall mean the date of the last Party to execute this **AGREEMENT** by and between the **TOWN** and the **FISD**.

SECTION 3. AGREEMENTS OF THE PARTIES.

- (a) **Use of the Town Land.** The **FISD** shall have license to have non-exclusive use of the Town Land for recreational school purposes during the term of the **AGREEMENT**. The **FISD** may not, however, make any improvements to the Town Land without prior written consent of the **TOWN**. The **FISD** understands and agrees that the Town Land, with the exception of the Playground Site, will be unimproved vacant land in its natural condition and that the **FISD**, should it choose to use any portion of the Town Land, accepts the use of the Town Land on an "as is" basis and agrees to do so at its own risk as the **TOWN** makes no representations as to appropriateness of the Town Land for recreational school purposes. The **FISD** agrees to assume all risks and liabilities associated with its use of the Town Land. Nothing in this **AGREEMENT**, however, prohibits the **TOWN** from making use of the Town Land for **TOWN** purposes. In the event of a conflict between the **TOWN'S** intended use of the Town Land and the **FISD'S** intended use of the Town Land, the **TOWN'S** intended uses shall control and be given priority.
- (b) **Use of the Playground Site.** The **FISD** shall have license to have non-exclusive use of the Playground Site for recreational school purposes. The **FISD** may not, however, make any improvements to the Playground Site without prior written consent of the **TOWN**. While the Playground Site will be improved as provided in this **AGREEMENT**, the **FISD** understands and agrees that the Playground Site will be vacant land and that the **FISD**, should it choose to use any portion of the Playground Site, accepts the use of the Playground Site on an "as is" basis and agrees to do so at its own risk as the **TOWN** makes no representations as to appropriateness of the Playground Site for recreational school purposes. The **FISD** agrees to assume all risks and liabilities associated with its use of the Playground Site. The **FISD** shall have the exclusive and superior right to use and control the Playground Site during the operating hours of Robertson Elementary. Outside of the operating hours of Robertson Elementary, the Playground Site shall be open to the public.

- (c) **Improvement of the Playground Site.** The **TOWN** agrees to take all steps needed to improve the Playground Site as set forth in the Playground Improvement Costs. The **FISD** agrees to pay the **TOWN** the Playground Improvement Costs in advance of any work being performed by the **TOWN**. The **FISD** understand and agrees that the **TOWN** will undertake no work on the Playground Site unless and until the **TOWN** is paid in full the Playground Improvements Costs. Upon receipt of the Playground Improvement Costs, the Town will commence work on the Playground Site within thirty (30) days.
- (d) **Maintenance of the Playground Site.** Once the **TOWN** has completed the improvements to the Playground Site, it shall notify the **FISD** of its intent to transfer control of the Playground Site to the **FISD**. Thereafter, the **FISD** shall inspect the Playground Site and, if deemed acceptable for school purposes, shall assume control of the Playground Site and assume and undertake all maintenance responsibilities for the Playground Site during all times that this **AGREEMENT** is in effect.
- (e) **Insurance Requirements.** The **TOWN** agrees to take all steps necessary to ensure that the **TOWN'S** liability insurance policies cover the **TOWN'S** license allowing the **FISD** to use the Town Land and the Playground Site including, if practicable, making the **FISD** an additional insured under the **TOWN'S** liability insurance policies. The **FISD** agrees to take all steps necessary to ensure that the **FISD'S** liability insurance policies cover the **TOWN'S** license allowing the **FISD** to use the Town Land and the Playground Site including, if practicable, making the **TOWN** an additional insured under the **FISD'S** liability insurance policies.
- (f) **Associated Costs Reimbursement.** The **FISD** agrees to reimburse the **TOWN** for its out-of-pocket expenses related to the preparation of the **AGREEMENT**, including the **TOWN'S** attorney's fees.
- (g) **Acceptance of Premises.**

THE FISD ACKNOWLEDGES THAT IT IS ACCEPTING THE USE OF THE TOWN LAND AND PLAYGROUND SITE (COLLECTIVELY REFERRED TO AS THE "PREMISES") ON AN "AS IS" BASIS, WITH ALL FAULTS, INCLUDING BUT NOT LIMITED TO ANY AND ALL POLLUTANTS, ASBESTOS, UNDERGROUND STORAGE TANKS AND/OR ANY OTHER HAZARDOUS MATERIALS, AND THAT THE TOWN HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF SUCH PREMISES. THE FISD HEREBY WAIVES ANY AND ALL CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES AND LIENS IN CONNECTION WITH THE USE OF THE PREMISES, AND WAIVES ANY AND ALL CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES AND LIENS BASED ON ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF SUITABILITY FOR A PARTICULAR PURPOSE, ANY AND ALL WARRANTIES OF HABITABILITY, AND ANY OTHER IMPLIED WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. THE FISD ACKNOWLEDGES AND AGREES THAT ITS HAS FULLY EXERCISED THE RIGHT TO INSPECT THE PREMISES FOR ANY

DEFECTS AS TO THE SUITABILITY OF SUCH PROPERTY FOR THE PURPOSE TO WHICH THE FISD INTENDS TO PUT THE PREMISES. THIS AGREEMENT IS SUBJECT TO ALL COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS AND OTHER MATTERS APPLICABLE TO THE PREMISES, AND THE FISD IS USING THE PREMISES SUBJECT TO RIGHTS, IF ANY, OF ANY OTHER PERSONS OR ENTITIES.

- (h) **Release and Indemnification.** The **FISD** understands that it will be using land owned by the **TOWN** for recreational school purposes and that the **TOWN** makes no representations or warranties regarding the appropriateness of the use of the land by the **FISD**. In consideration and in exchange for the use of such Town-owned land, the **FISD**, for itself, its legal representatives and assigns, do hereby agree to **RELEASE, ACQUIT, and FOREVER DISCHARGE** the **TOWN**, its officials, agents and employees from any and all manner of actions, causes of action, suits, claims, demands, judgments, damages, liabilities, and claims for damages of every kind and character, known and unknown, past, present, and future, including, but not limited to claims of the **TOWN'S OWN NEGLIGENCE, GROSS NEGLIGENCE, STRICT, COMPARATIVE, OR JOINT ENTERPRISE LIABILITY** that the **FISD** has or could have against the **TOWN** in connection with, resulting from, or arising out of, any contractual obligations and requirements imposed upon the **TOWN** by this **AGREEMENT**.

SECTION 4. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this **AGREEMENT**:

- (a) **Amendments.** This **AGREEMENT** constitutes the entire understanding and agreement of the Parties as to the matters set forth in this **AGREEMENT**. No alteration of or amendment to this **AGREEMENT** shall be effective unless given in writing and signed by the party or Parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this **AGREEMENT** shall lie in the state district courts of Denton County, Texas.
- (c) **No Lease is Created.** The Parties understand and agree that this **AGREEMENT** is not a lease and does not create any landlord-tenant relationship; rather, it is a license to use Town property under the terms and conditions of this **AGREEMENT**.
- (d) **Binding Obligation.** This **AGREEMENT** shall become a binding obligation on the signatories upon execution by all signatories hereto. The **TOWN** warrants and represents that the individual executing this **AGREEMENT** on behalf of the Town has full authority to execute this **AGREEMENT** and bind the **TOWN** to the same. The **FISD** warrants and represent that the individual executing this **AGREEMENT** on the **FISD's** behalf has full authority to execute this **AGREEMENT** and bind the **FISD** to the same.

- (e) **Caption Headings.** Caption headings in this **AGREEMENT** are for convenience purposes only and are not to be used to interpret or define the provisions of the **AGREEMENT**.
- (f) **Counterparts.** This **AGREEMENT** may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Effective Date.** The effective date (the “Effective Date”) of this **AGREEMENT** shall be the date of the last party to execute this **AGREEMENT** by and between the **FISD** and the **TOWN**.
- (h) **Force Majeure.** It is expressly understood and agreed by the Parties to this **AGREEMENT** that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (i) **Severability.** The provisions of this **AGREEMENT** are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this **AGREEMENT** is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the **AGREEMENT** shall be enforced as if the invalid provision had never been included.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be duly executed.

TOWN:

TOWN OF LITTLE ELM, TEXAS,
A Texas Home-Rule Municipality

By: _____
Charles Platt, Mayor

Date: _____

ATTEST:

Kathy Phillips, Town Secretary

APPROVED AS TO FORM:

Robert F. Brown, Town Attorney

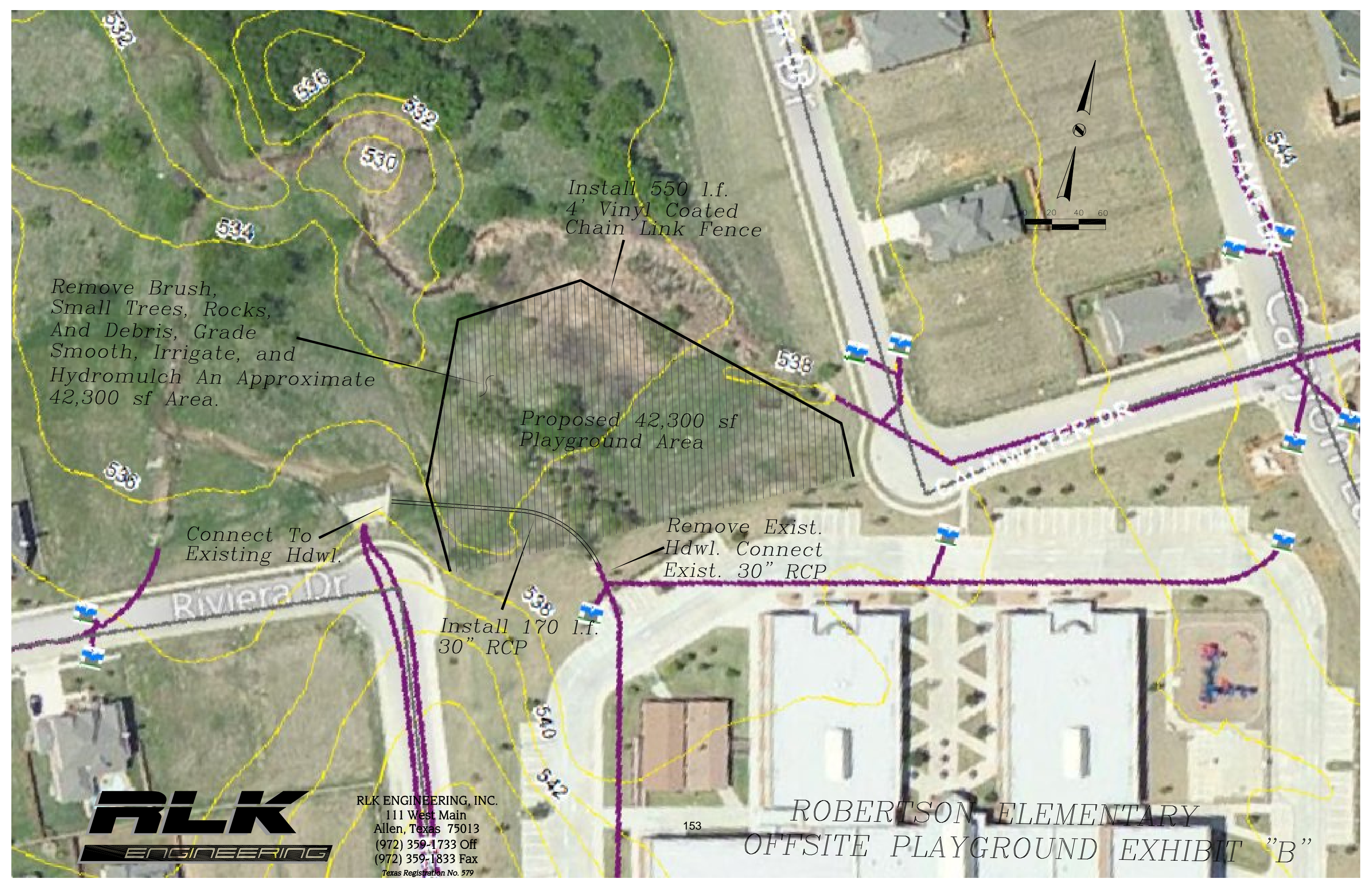
FISD:

FRISCO INDEPENDENT SCHOOL DISTRICT, a Texas political subdivision

By: Richard Wilkinson

Name: Richard Wilkinson

Title: Deputy Superintendent
of Business & Operations



RLK ENGINEERING, INC.
 111 West Main
 Allen, Texas 75013
 (972) 359-1733 Off
 (972) 359-1833 Fax
 Texas Registration No. 579

ROBERTSON ELEMENTARY
 OFFSITE PLAYGROUND EXHIBIT "B"



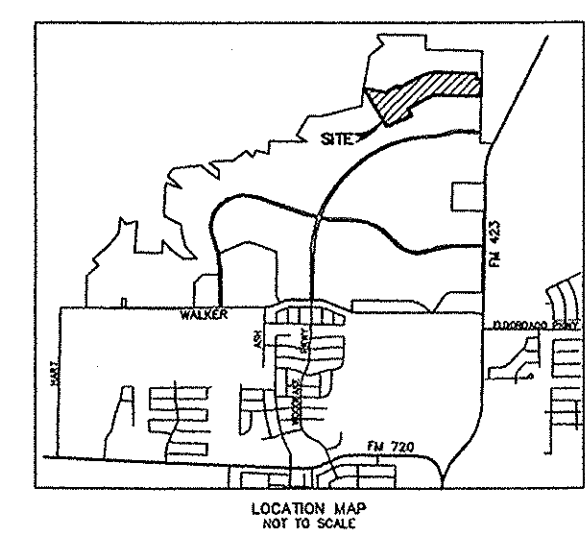
Quality Excavation LTD

Office - (940.365.08010)

5700 Highway 377 Aubrey, TX 76227

Robertson Playground Cost Estimate

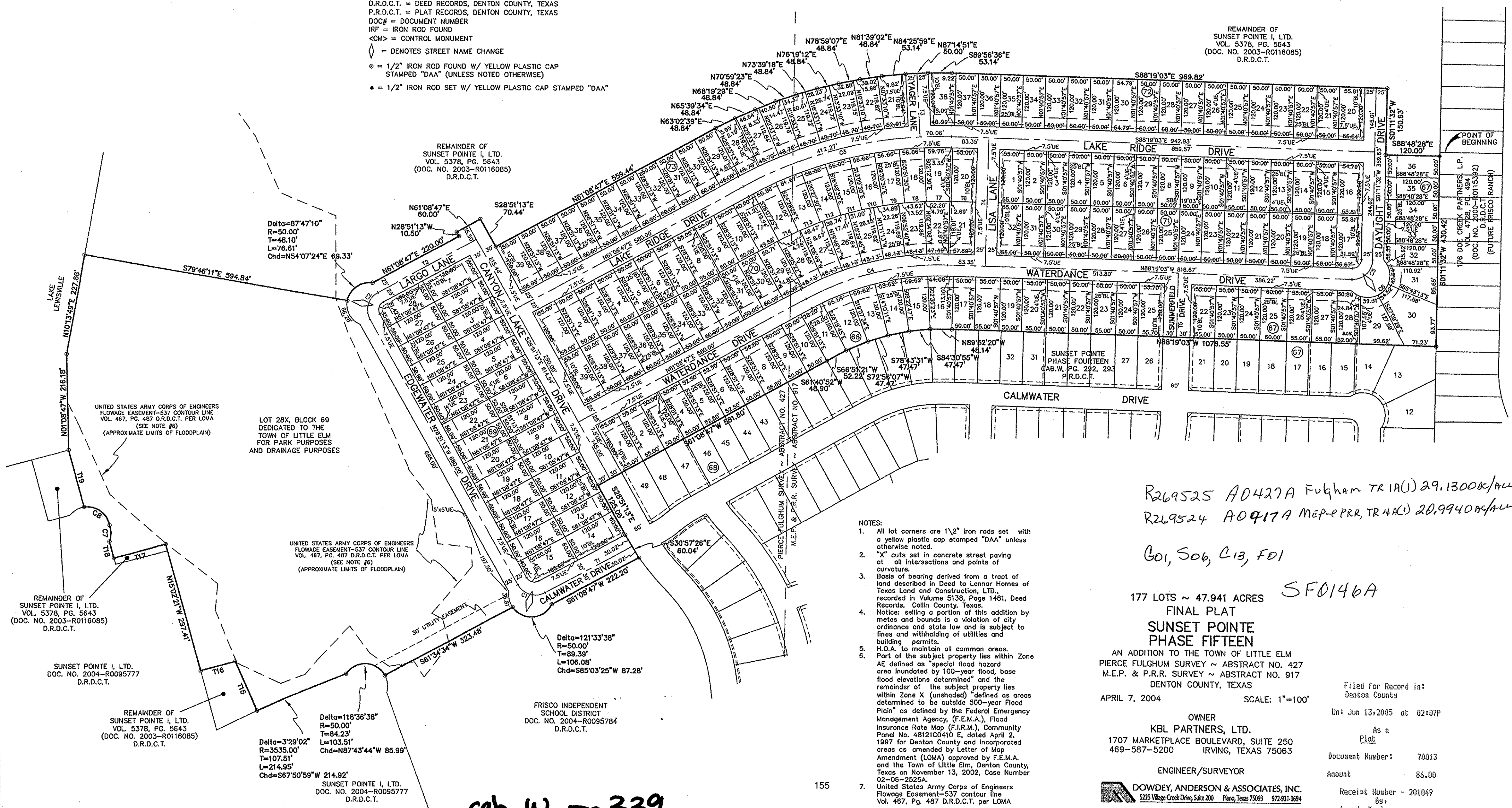
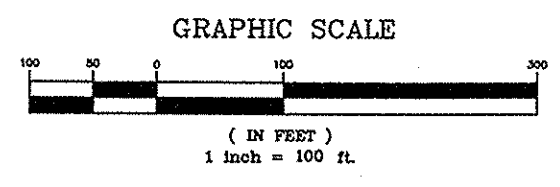
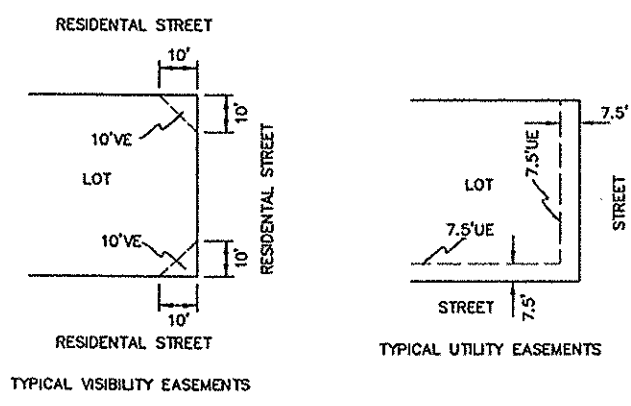
ITEM	DESCRIPTION	UNIT	Quantity	\$/UNIT	TOTAL COST
P.1	Mobilization, Bond and Survey	LS	1	\$1,020.00	\$1,020.00
P.2	Debris Removal, Grade to Smooth Surface and Hydromulch	SY	4,696	\$3.00	\$14,088.00
P.3	Irrigation System (Tie in to Existing)	SY	4,696	\$0.60	\$2,817.60
P.4	Designmaster Fence	LF	550	\$17.50	\$9,625.00
P.5	Mowstrip	LF	550	\$5.00	\$2,750.00
P.6	Removal, connection & Installation of Storm (Materials Donated by Quality Excavation)	LF	170	\$26.00	\$4,420.00
Robertson Playground Cost Estimate					\$34,720.60



LINE TABLE		
LINE	BEARING	LENGTH
T1	S81°08'47"W	221.10'
T2	N81°08'47"E	260.00'
T3	S02°45'08"E	144.70'
T4	N01°40'57"E	290.00'
T5	N01°40'57"E	145.00'
T6	S88°12'02"E	55.00'
T7	S89°51'21"W	54.95'
T8	S85°58'00"W	48.41'
T9	S82°19'00"W	48.41'
T10	S78°40'00"W	48.41'
T11	S75°01'00"W	48.41'
T12	S71°22'00"W	48.41'
T13	S67°32'03"W	53.25'
T14	S63°48'28"W	48.41'
T15	N23°53'32"W	120.00'
T16	S74°57'39"W	79.96'
T17	S74°57'39"W	120.00'
T18	N15°02'21"W	38.28'
T19	N15°02'21"W	131.32'

CURVE TABLE				
CURVE	DELTA	RADIUS	TANGENT LENGTH	CHORD
C1	90°00'00"	45.00'	45.00'	70.88'
C2	90°00'00"	45.00'	45.00'	70.88'
C3	30°32'10"	805.00'	247.04'	482.33'
C4	30°32'10"	805.00'	247.04'	482.33'
C5	90°28'28"	45.00'	45.39'	71.07'
C6	179°42'17"	50.00'	INFINITE	158.82'
C7	42°36'33"	50.00'	19.50'	37.18'
C8	89°18'01"	50.00'	48.39'	77.93'

LEGEND
BL = BUILDING LINE
DE = DRAINAGE EASEMENT
HOA = HOMEOWNER'S ASSOCIATION
SUE = SIDEWALK & UTILITY EASEMENT
UE = UTILITY EASEMENT
VE = VISIBILITY EASEMENT
D.R.D.C.T. = DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T. = PLAT RECORDS, DENTON COUNTY, TEXAS
DOC# = DOCUMENT NUMBER
IRF = IRON ROD FOUND
<CM> = CONTROL MONUMENT
◊ = DENOTES STREET NAME CHANGE
○ = 1/2" IRON ROD FOUND W/ YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS NOTED OTHERWISE)
● = 1/2" IRON ROD SET W/ YELLOW PLASTIC CAP STAMPED "DAA"



- NOTES:
- All lot corners are 1/2" iron rods set with a yellow plastic cap stamped "DAA" unless otherwise noted.
 - "X" cuts set in concrete street paving at all intersections and points of curvature.
 - Basis of bearing derived from a tract of land described in Deed to Lennar Homes of Texas Land and Construction, LTD., recorded in Volume 5138, Page 1481, Deed Records, Collin County, Texas.
 - Notice: selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.
 - H.O.A. to maintain all common areas. Part of the subject property lies within Zone AE defined as "special flood hazard area inundated by 100-year flood, base flood elevations determined" and the remainder of the subject property lies within Zone X (unshaded) "defined as areas determined to be outside 500-year Flood Plain" as defined by the Federal Emergency Management Agency (F.E.M.A.), Flood Insurance Rate Map (F.I.R.M.), Community Panel No. 48121C0410 E, dated April 2, 1997 for Denton County and Incorporated areas as amended by Letter of Map Amendment (LOMA) approved by F.E.M.A. and the Town of Little Elm, Denton County, Texas on November 13, 2002, Case Number 02-06-2525A.
 - United States Army Corps of Engineers Flowage Easement-537 contour line Vol. 467, Pg. 487 D.R.D.C.T. per LOMA

R269525 A0427A Fulgham TR 1A(1) 29.1300AC/AL
R269524 A0417A MEPEPRR, TR 4A(1) 20.9940AC/AL
G01, S06, C13, F01
177 LOTS ~ 47.941 ACRES
FINAL PLAT
SUNSET POINTE
PHASE FIFTEEN
AN ADDITION TO THE TOWN OF LITTLE ELM
PIERCE FULGHUM SURVEY ~ ABSTRACT NO. 427
M.E.P. & P.R.R. SURVEY ~ ABSTRACT NO. 917
DENTON COUNTY, TEXAS
APRIL 7, 2004
SCALE: 1"=100'
OWNER
KBL PARTNERS, LTD.
1707 MARKETPLACE BOULEVARD, SUITE 250
469-587-5200 IRVING, TEXAS 75063
ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972.931-0694
CAB. _____, PAGE _____ 1 OF 2
Filed for Record in:
Denton County
On: Jun 13/2005 at 02:07P
As a
Plat
Document Number: 70013
Amount 86.00
Receipt Number - 201049
By:
Amanda McElroy

cab w pg 339

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL

MEETING DATE: February 7, 2012

PROJECT:

Recreation Center and Senior Center Construction Change Order #2 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 additional rain days.

Town Staff has also had trouble with coordination on getting utilities, power, gas, and phones lines to the site and material selections that have made have long lead times. Below are some of the delays related to the Community Recreational Center.

- * The fire line that was installed by others to the west side of the property had not been inspected by the Fire Marshall and will not hold pressure. These issues are preventing the final connection and flushing of the line. – Quality Excavation has resolved and issue has been closed.

- * Permanent power has not been installed and is preventing the installation of finishes. Subcontractors have the added expense of using generators and slower installation times since there is no temporary power. We will need permanent power at the Recreational Center before the elevator company will bring the equipment out and before the terrazzo flooring can start as well as any finishes. – Staff had trouble getting CoServ Electric out prior to the plat being filed with electric easements. This took a few weeks to complete and once CoServ Electric was ready A&P used parts of the area for easement for the laydown of the tilt wall panels on the Recreation Center. Once the panels were up the ground was too wet to install utilities. – CoServ is on site, has conduit in place, and only has to pull power into the site and set the generator. Expected to be complete by the end of this week.

- * Phone lines have not been installed. These will need to be installed for the Fire Alarm system and the elevator. – lines have been order with Grande, no delay expected on this item.

- * Sheet 5/5 of the Lobo Lane changes that were installed by others has an 8" storm line with (5) ea 8" wye to the southeast of the gymnasium that is missing. These need to be installed and brought to within 5'-0" of the building. – Quality Excavation already completed.

- * The domestic water line that was installed by others is approximately 20 lf away from the building and needs to be brought to within 5'-0" of the building. – Quality Excavation already completed.

The contractor is requesting the substantial completion date be revised from April 15, 2012 to May 30, 2012.

Getting power and gas to the Senior Center is now critical since the remaining interior work cannot begin prior to be condition space. Below are some of the delays related to the Senior Center.

- * Fire line to the west side of the property has not been inspected by the Fire Marshall and will not hold pressure. These issues are preventing the final connection and flushing of the line. – Quality Excavation has corrected as part of surety agreement.

- * Sheet 1/5 of the Lobo Lane changes that are by others, has approximately 180 lf of 6"PVC storm sewer pipe with a wye connection that has not been installed to the west of the Senior Center going north to the Community Recreational Center. – Quality Excavation has completed.

- * Permanent power has not been installed and is preventing the installation of finishes. – Schedule the same as Recreation Center.

- * Gas has not been installed and is preventing the installation of finishes. – Atmos finished installation last week, waiting on contractor to bring into building.

- * Phone lines have not been run. These will need to be installed for the Fire Alarm system to avoid any delays. – Order placed with Grande; do not expect any delays related to this item.

- * Finish schedule was issued on January 3, 2012, approximately 6 weeks prior to the original completion date.

- * Some of the finish materials will have a lead time of 7 - 10 weeks and will be outside of the budget. – Staff working on alternatives to be delivered quicker and within budget. All items have been selected and ordered.

The contractor is requesting the substantial completion date be revised from February 15, 2012 to April 16, 2012 with a move in date of April 30, 2012.

COST: N/A

FUNDING: Acct. Name & No
N/A

SCHEDULE: As stated above and attached.

RECOMMENDED ACTION: Staff recommends Council approve Change Order #2 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 #2 – Recreation Center and Senior Center
2. Request Letters
3. Schedules



AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 02	OWNER: <input type="checkbox"/>
Little Elm Community Recreation Center	DATE: 2/1/2012	ARCHITECT: <input type="checkbox"/>
303 Main Street		CONTRACTOR: <input type="checkbox"/>
Little Elm, TX 75068		FIELD: <input type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER:	OTHER: <input type="checkbox"/>
AP Gulf States, Inc.	CONTRACT DATE: January 5, 2012	
dba Adolfson & Peterson Construction	CONTRACT FOR: General Construction	
1900 Firman Drive, Suite 700		
Richardson, TX 75081		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

This is a \$0 Cost Change Order associated with the Little Elm Community Recreation Center. The Substantial Completion date is changing from April 15, 2012 (as documented in Change Order #01) to May 30, 2012.

The original Guaranteed Maximum Price was	\$	4,425,360.00
The net change by previously authorized Change Orders	\$	0.00
The Guaranteed Maximum Price prior to this Change Order was	\$	4,425,360.00
The Guaranteed Maximum Price will be unchanged by this Change Order in the amount of	\$	0.00
The new Guaranteed Maximum Price including this Change Order will be	\$	4,425,360.00

The Contract Time will be increased by Forty-six (46) days.

The date of Substantial Completion as of the date of this Change Order therefore is May 30, 2102

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Perkins + Will

AP Gulf States, Inc.
dba Adolfson & Peterson Construction

Town of Little Elm

ARCHITECT (Firm name)

10100 North Central Expressway, Suite
300
Dallas, TX 75231

ADDRESS

CONTRACTOR (Firm name)

1900 Firman Drive, Suite 700
Richardson, TX 75081

ADDRESS

OWNER (Firm name)

100 West Eldorado Parkway
Little Elm, TX 75068

ADDRESS

BY (Signature)

BY (Signature)

BY (Signature)

(Typed name)

(Typed name)

(Typed name)

DATE

DATE

DATE



AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 02	OWNER: <input type="checkbox"/>
Little Elm Senior Center	DATE: 2/1/2012	ARCHITECT: <input type="checkbox"/>
301 Main Street		CONTRACTOR: <input type="checkbox"/>
Little Elm, Texas 75068		FIELD: <input type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER:	OTHER: <input type="checkbox"/>
AP Gulf States, Inc.	CONTRACT DATE: January 5, 2012	
dba Adolfsen & Peterson Construction	CONTRACT FOR: General Construction	
1900 Firman Drive, Suite 700		
Richardson, TX 75081		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

This is a \$0 Cost Change Order associated with the Little Elm Senior Center. The Substantial Completion date is changing from February 15, 2012 (as documented in Change Order #01) to April 16, 2012.

The original Guaranteed Maximum Price was	\$ 1,421,966.00
The net change by previously authorized Change Orders	\$ 0.00
The Guaranteed Maximum Price prior to this Change Order was	\$ 1,421,966.00
The Guaranteed Maximum Price will be unchanged by this Change Order in the amount of	\$ 0.00
The new Guaranteed Maximum Price including this Change Order will be	\$ 1,421,966.00

The Contract Time will be increased by Sixty-two (62) days.

The date of Substantial Completion as of the date of this Change Order therefore is April 16, 2012

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Perkins+Will	AP Gulf States, Inc.	Town of Little Elm
ARCHITECT (Firm name)	dba Adolfsen & Peterson Construction	OWNER (Firm name)
10100 North Central Expressway, Suite 300	1900 Firman Drive, Suite 700	100 West Eldorado Parkway
Dallas, TX 75231	Richardson, TX 75081	Little Elm, TX 75068
ADDRESS	ADDRESS	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
(Typed name)	(Typed name)	(Typed name)
DATE	DATE	DATE

Tuesday, January 24, 2012

Lynn Tompkins, Jr.
Town of Little Elm
100 West Eldorado Parkway
Little Elm, TX 75068-5060
Phone: 972-731-3270 Fax: 972-377-5542

RE: Community Recreational Center Delay
6089.05 - Rec. Center Town of Little Elm

Dear Lynn,

As of today we are still experiencing delays due to utilities, power, gas, phones and material selections. Below are some of the delays related to the Community Recreational Center.

- * The fire line that was installed by others to the west side of the property has not been inspected by the Fire Marshall and will not hold pressure. These issues are preventing the final connection and flushing of the line.
- * Permanent power has not been installed and is preventing the installation of finishes. Subcontractors have the added expense of using generators and slower installation times since there is no temporary power. We will need permanent power at the Recreational Center before the elevator company will bring the equipment out and before the terrazzo flooring can start as well as any finishes.
- * Phone lines have not been installed. These will need to be installed for the Fire Alarm system and the elevator.
- * Sheet 5/5 of the Lobo Lane changes that were installed by others has an 8" storm line with (5) ea 8" wye to the southeast of the gymnasium that is missing. These need to be installed and brought to within 5'-0" of the building.
- * The domestic water line that was installed by others is approximately 20 lf away from the building and needs to be brought to within 5'-0" of the building.
- * Weather has been a big factor in getting the structure up and the foundations poured. We have been delayed with the rain and mud.

All of these issues need to be resolved immediately so we can update the schedule for an accurate completion date of the project.

If you have any questions, please feel free to contact me directly at: 972-387-1700.

Sincerely,

Adolfson & Peterson Construction



Craig A. Gaussiran
Senior Project Manager

Tuesday, January 24, 2012

Lynn Tompkins, Jr.
Town of Little Elm
100 West Eldorado Parkway
Little Elm, TX 75068-5060
Phone: 972-731-3270 Fax: 972-377-5542

RE: Senior Center Delays
6089.04 - Senior Center Town of Little Elm

Dear Lynn,


As of today we are still experiencing delays due to utilities, power, gas, phones and material selections. Below are some of the delays related to the Senior Center.

- * Fire line to the west side of the property has not been inspected by the Fire Marshall and will not hold pressure. These issues are preventing the final connection and flushing of the line.
- * Sheet 1/5 of the Lobo Lane changes that are by others, has approximately 180 lf of 6" PVC storm sewer pipe with a wye connection that has not been installed to the west of the Senior Center going north to the Community Recreational Center.
- * Permanent power has not been installed and is preventing the installation of finishes.
- * Gas has not been installed and is preventing the installation of finishes.
- * Phone lines have not been installed. These will need to be installed for the Fire Alarm system to avoid any delays.
- * Finish schedule was issued on January 3, 2012, approximately 6 weeks prior to the original completion date.
- * Some of the finish materials will have a lead time of 7 - 10 weeks and will be outside of the budget.

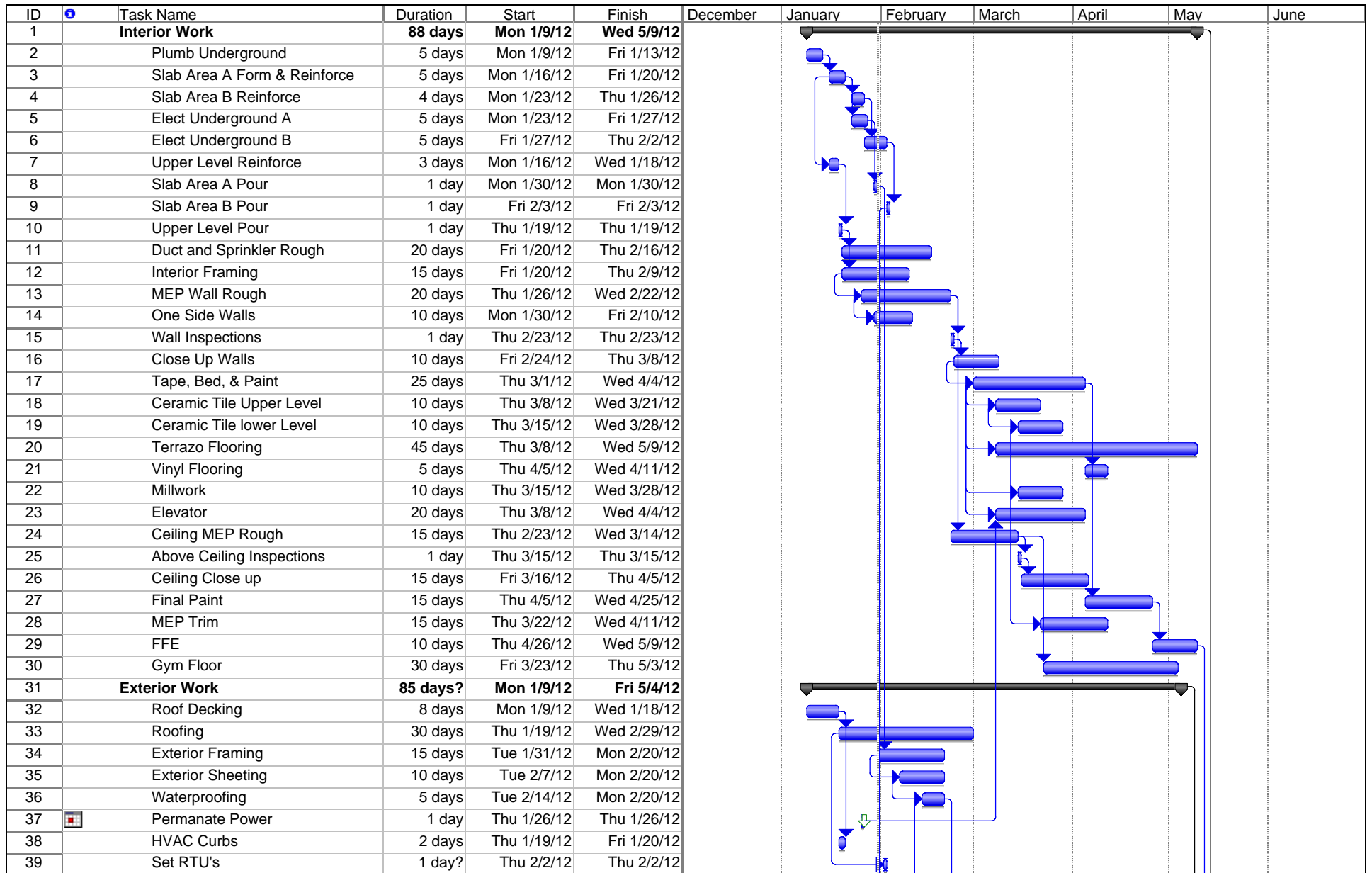
All of these issues need to be resolved immediately so we can update the schedule for an accurate completion date of the project.







If you have any questions, please feel free to contact me directly at: 972-387-1700.

Sincerely,
Adolfson & Peterson Construction












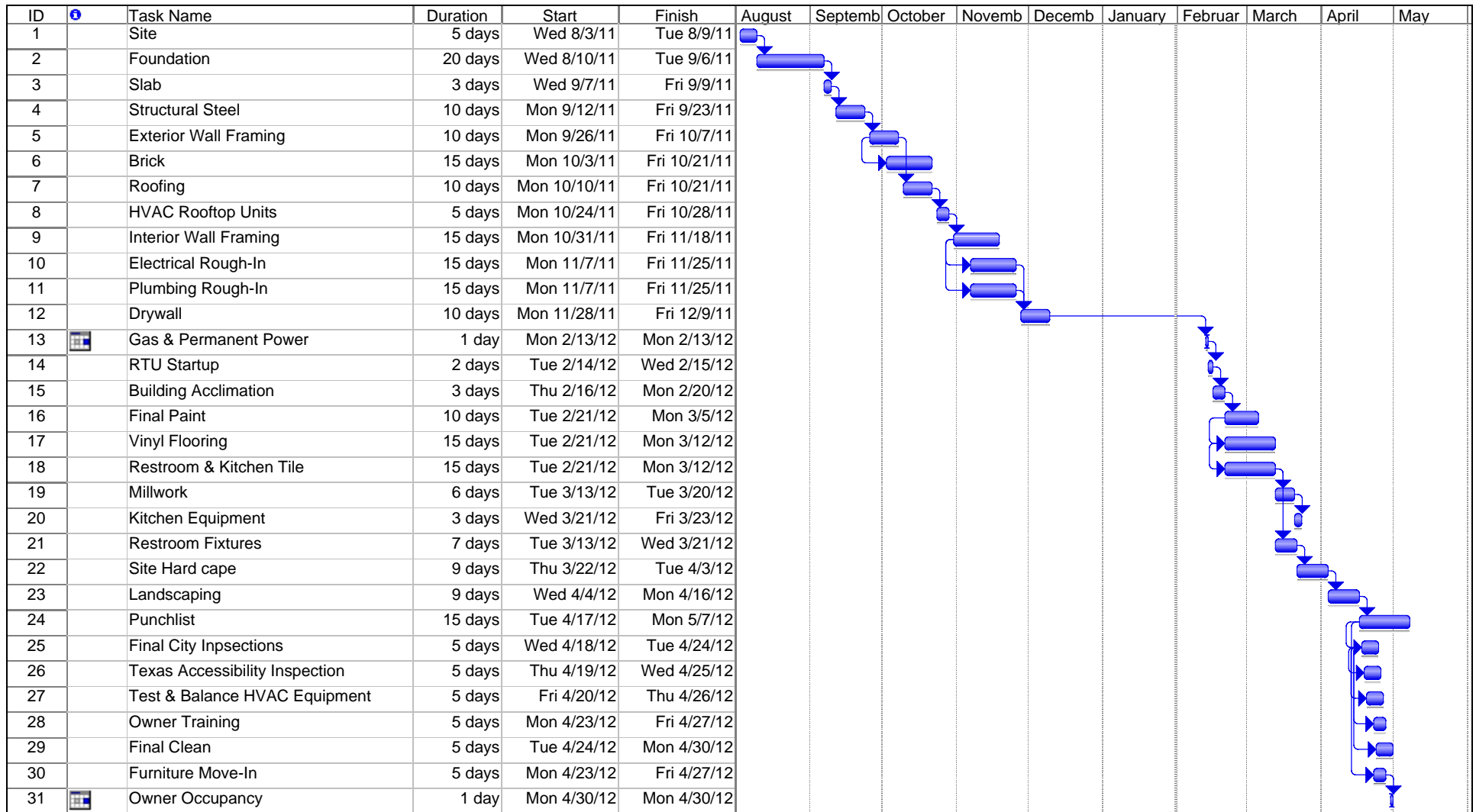
Craig A. Gaussiran
Senior Project Manager



ID		Task Name	Duration	Start	Finish	December	January	February	March	April	May	June
40		Panel Treatments	30 days	Tue 2/7/12	Mon 3/19/12							
41		Masonry & Metal Panels	30 days	Mon 2/20/12	Fri 3/30/12							
42		Glazing	15 days	Tue 2/21/12	Mon 3/12/12							
43		Hardscape	10 days	Mon 4/2/12	Fri 4/13/12							
44		Landscape	20 days	Mon 4/9/12	Fri 5/4/12							
45		Project Completeion	15 days	Thu 5/10/12	Wed 5/30/12							
46		Final Clean	3 days	Thu 5/10/12	Mon 5/14/12							
47		Final Inspections	5 days	Thu 5/10/12	Wed 5/16/12							
48		Punchlist	15 days	Thu 5/10/12	Wed 5/30/12							



Little Elm Recreation Center.mpp	Task		Milestone		External Tasks	
	Split		Summary		External Milestone	
	Progress		Project Summary		Deadline	



TOWN OF LITTLE ELM

WORKSHOP AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE: February 7, 2012

PROJECT: **Supplemental Task Order with Freese & Nichols, Inc.
(Engineering Services Contracts) for Cottonwood Creek
Drainage Study**

DESCRIPTION: Council approved a Task Order in March 2011 for Cottonwood Creek Drainage Study with Freese & Nichols, Inc. The Town has a Master Agreement with Freese & Nichols to furnish consulting services for the Town of Little Elm.

The need for this study was discussed with the Town Council at the last February Council workshop. The study looked at the erosion problems with Cottonwood Branch. Freese and Nichols did this by creating an existing model of the creek to perform a channel stability analysis. Freese and Nichols discussed the four (4) options to protect the homes and their cost impacts. Staff is currently setting up meetings with the Golf Course and Frisco to resolve the issues.

Freese and Nichols was also to establish base flood elevations based on the existing conditions of the creek and has submitted a Letter of Map Revision (LOMR) to FEMA to correct an error on the existing flood plain maps for the properties along Smothermon Road and a potential entrance to the southwest corner tract of land at FM 423 and FM 720. FEMA is now requiring the model be updated with the existing bridges since the Town or TxDOT did not restudy the creek with the new bridges built a few years ago with the shoulder expansion of FM 423. Freese and Nichols used FEMA's existing data with some spot survey to check the elevations. The existing bridges have already been removed so the survey cannot be update with those bridges so the Town is now required to wait for the northbound bridge to finish and then resurvey the bridges and embank area around the bridges. This new survey will require Freese and Nichols to update their models and resubmit the LOMR to FEMA as they have required. Since it is a revised LOMR with a bridge the fee FEMA requires will increase to approximately \$5,000 to check the model.

COST: **\$14,070.73**

FUNDING: **Acct. Name & No**
Water Utility Fund
612-6212-73-00

SCHEDULE: Staff will take comments. Next step would be official report and LOMR.

RECOMMENDED ACTION: **Staff recommends Council approve the Supplemental Task Order for the Cottonwood Creek Drainage Study between the Town of Little Elm and Freese and Nichols, Inc. for the amount of \$14,070.73 and authorize Town Manager to execute a contract for the same.**

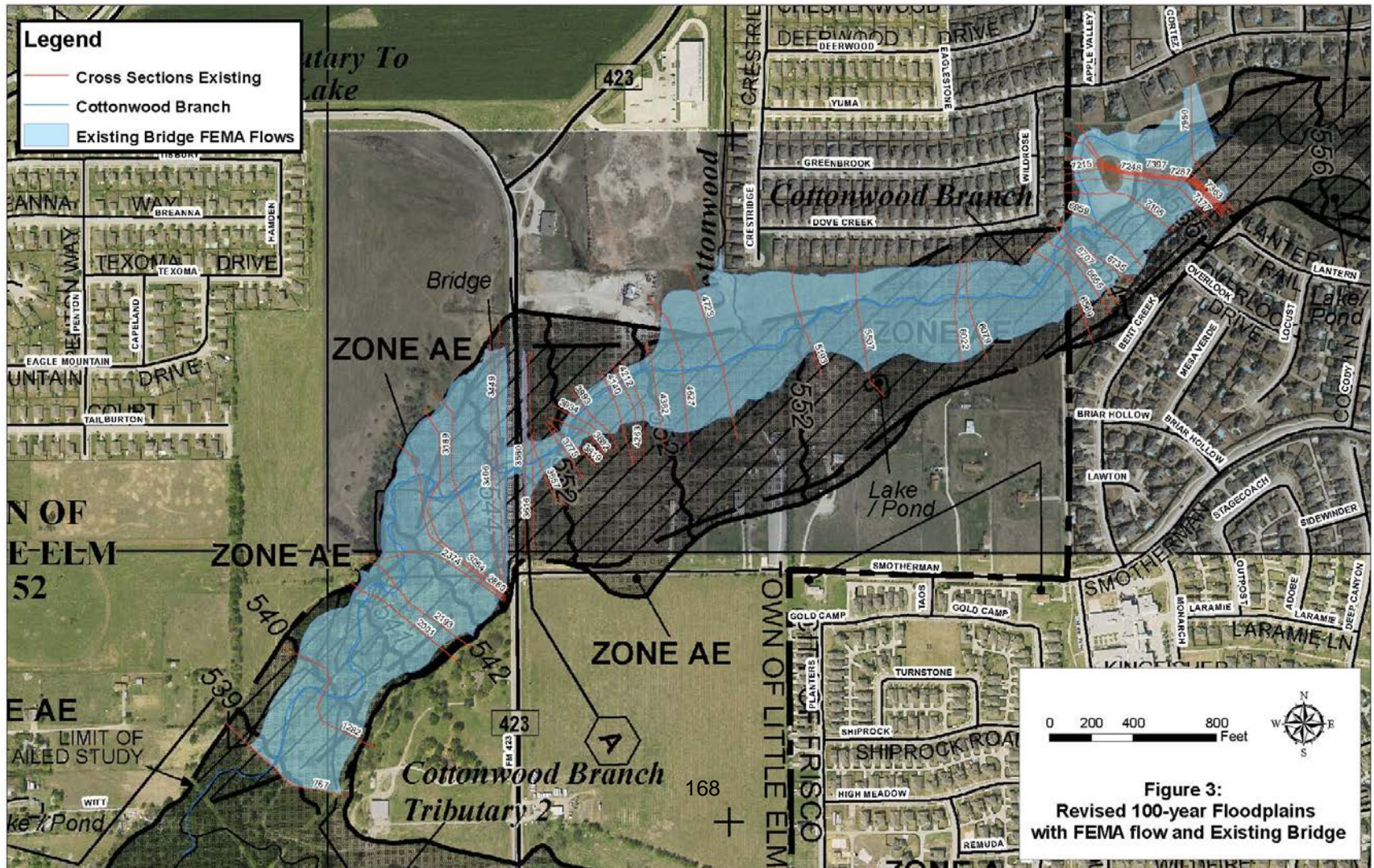
TOWN CONTACT: Jason W. Laumer, P.E.
Director of Development Services
JLaumer@littleelm.org
(214) 975-0473

ATTACHMENTS: 1. Cottonwood Creek Drainage Study Supplemental Task Order
2. Model Exhibit

Inaccurate FIRM



- Updated FEMA Floodplain



Inaccurate FIRM

- Fully-developed Floodplain

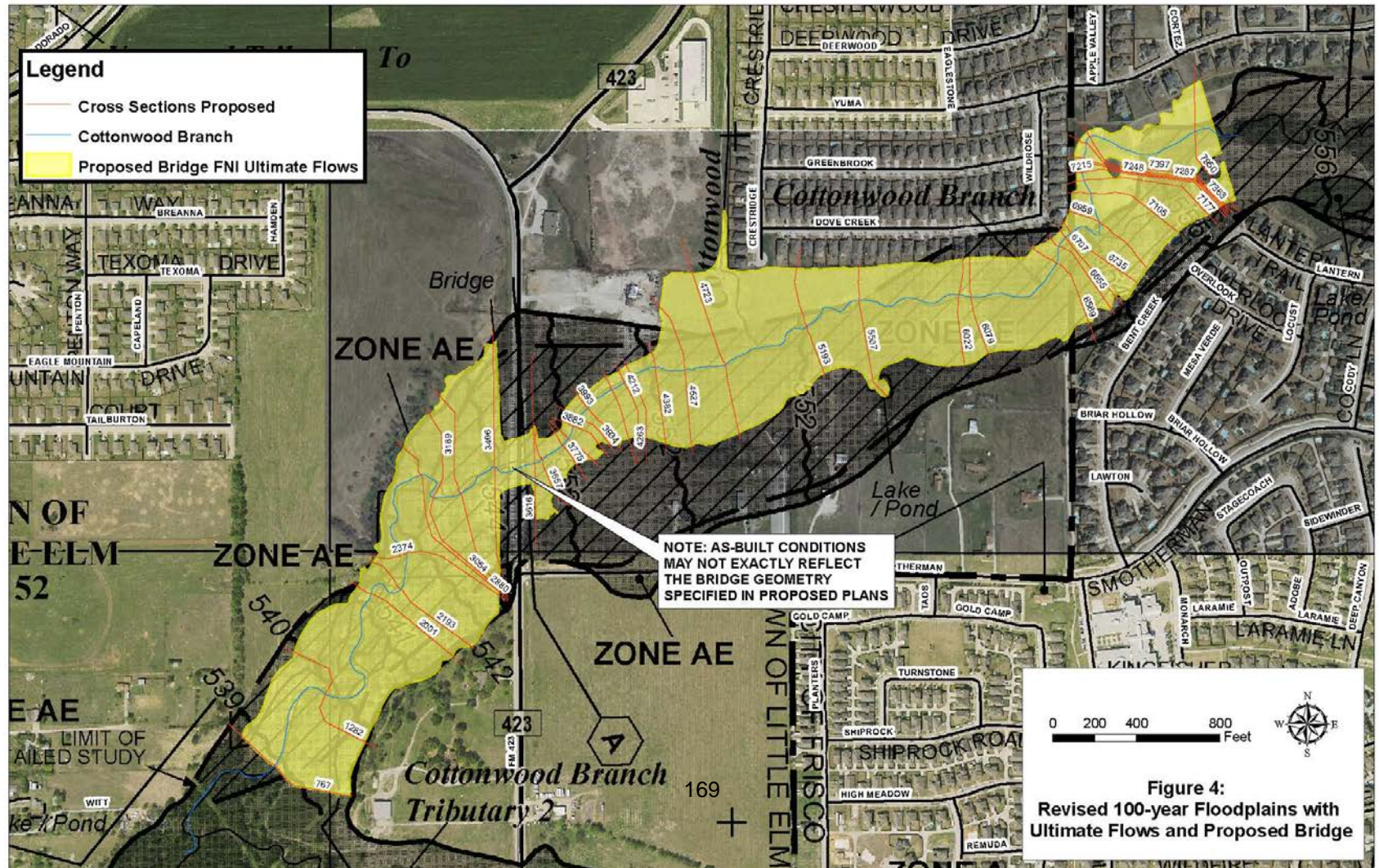


EXHIBIT A - WORK ORDER

MASTER AGREEMENT FOR PROFESSIONAL SERVICES ("MAPS") No.: 100120

Work Order No. _____

Pursuant to and subject to the above-referenced MAPS, dated January 19, 2010 between the Town of Little Elm, Texas ("Owner"), and Freese and Nichols, Inc. ("Consultant"), Owner hereby requests that Consultant perform, and Consultant agrees to perform, the work described below upon the terms set forth in said MAPS and in this Work Order:

OWNER PROVIDED INFORMATION:

Work Site: _____

Work to Be Performed: _____

Drawings, plans, specifications (are) (are not) attached: _____

Date and Time to Commence: _____

Date and Time to Complete: _____

Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by Owner (if any): _____

Invoice Mailing Instructions: _____

Other Requirements or Variance from MSA (if any): _____

CONSULTANT PROVIDED INFORMATION:

Compensation: Consultant will provide Professional Services as outline in the scope of work on a time and material basis as follows:

Special Services, Update FEMA LOMR	\$ 14,817.00
Special Services, Review Flood Study by KHA	\$ 1,681.00
TOTAL Special Services	\$ 16,498.00
Unused contracted amount for unforeseen tasks	-\$ 2,427.27
From Work order 20110301	
TOTAL amendment WO _____	\$ 14,070.73

If FNI sees the Scope of Services changing so that additional services are needed, FNI will notify the Owner for the Owner's approval before proceeding. Additional services shall be computed based on the Schedule of Charges found in Exhibit B.

Scope of Work:

UPDATE COTTONWOOD BRANCH LOMR

ARTICLE I

BASIC SERVICES: Freese and Nichols, Inc., (hereinafter referred to as "FNI") shall render the following professional services to the Town of Little Elm (hereinafter referred to as "OWNER") in connection with the development of the **update of the Cottonwood Branch LOMR**

The following scope of work shall be completed for a portion of Cottonwood Branch generally bounded by the confluence of the South Fork of Cottonwood Branch and Cottonwood Branch on the west and the culvert outfall located east of the City Limits boundary, as shown in Exhibit 1.

EXHIBIT A - WORK ORDER

The Federal Emergency Management Agency (FEMA) floodplain map shows that the subject tributary has a floodplain noted as Zone AE on the FIRM. As part of Work Order 20110301, FNI prepared a LOMR that included the existing FM 423 bridge over Cottonwood Branch. The OWNER has decided to include the bridges that are currently under construction and update the LOMR as appropriate.

The following tasks apply to the scope of work as described above:

A. Update FEMA LOMR

In order to update the LOMR for Cottonwood Branch and include the new FM 423 bridges over Cottonwood Branch, the following tasks need to be completed.

1. Perform as-built survey of the bridge including channel grading, road embankment, bridge structure and sections bounding the bridge.
2. Update the hydraulic model with the new bridges and channel modifications.
3. Update the floodway model with the new bridges and channel modifications.
4. Map the 100-year and 500-year floodplains and floodway.
5. Update the hydraulic workmap to show the survey, new infrastructure and new floodplains.
6. Update LOMR report including new forms, tables and profiles.
7. Prepare three (3) copies of the report (FEMA, two for Community) explaining the methodologies and results of the study and containing appropriate charts, graphs, plots, exhibits and printouts to describe the study. Additional copies can be provided with client approval of "Additional Services".
8. Additional FEMA coordination after LOMR submittal. If the new bridges cause an increase in the effective 100-year water surface elevations, additional modeling and alternatives to mitigate these impacts are not included in this scope of work.

B. Review Flood Study by Kimley Horn and Associates.

Review flood study prepared by Kimley Horn and Associates (KHA) for the South Fork of Cottonwood Branch.

1. Recommend what discharges and previous studies to use. Provide comments regarding methodologies used and results.
2. Up to two submittals will be reviewed, comments will be issued electronically.
3. FNI will not attend any meetings.

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above described basic services, are described as follows:

- A. Public meetings beyond the ones specified under Basic Services are not included.
- B. Field survey beyond what is identified in Basic Services.

EXHIBIT A - WORK ORDER

- C. Proposed conditions to be detailed modeled or evaluated, including analysis of study areas beyond those outlined in the scope of work.
- D. Additional modeling not included in Article I Basic Services.
- E. This contract is specific to the floodplain analyses across the subject property, non-floodplain analyses or design of on-site flows, closed pipe systems, and detention systems are not included unless specifically stated in the contract.
- F. Texas Commission on Environmental Quality approvals or Water Impoundment Permits are not included.
- G. Construction Plans or specifications are not included unless specifically stated in contract.
- H. Additional services relating to unpermitted fill, hazardous waste, and any other environmental consideration are not included.
- I. Review fees beyond what is identified in Basic Services of any kind from city, state, federal or other sources will be paid by the client and are not included in this proposal.
- J. Environmental Protection Agency or other agency approvals or submittals not specified in the above scope of services are not included.
- K. Additional designs not specifically addressed in this scope of services are not included.
- L. Client will provide any required compaction certification.
- M. As-Built certification for FEMA submittals is not included.
- N. To the maximum extent permitted by law, the client agrees to limit the engineer's liability strictly to the technical area of this proposal, which is surface water open channel hydrologic and hydraulics analysis. The client agrees to be liable for his or her own attorney fees.
- O. The existing floodplain analysis is based on existing watershed conditions. As the watershed develops the runoff increases and the floodplain widths and depths will also increase. Even ultimate land use studies may have future floodplain widths wider than determined due to a change of land use of the watershed, loss of valley storage, and other development. The client understands and agrees that Freese and Nichols, Inc. is not responsible for future floodplain expansions that may require the property to purchase flood insurance or the resulting flood damages.
- P. Field layouts or the furnishing of construction line and grade surveys.
- Q. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- R. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by OWNER or 2) due to other causes not solely within the control of FNI.
- S. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- T. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.

EXHIBIT A - WORK ORDER

- U. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- V. Visits to the project area or Town facilities in excess of the number of trips included in Articles I and II for periodic site visits, coordination meetings or contract completion activities.
- W. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the OWNER.
- X. Providing services made necessary because of unforeseen, concealed or differing site conditions or due to the presence of hazardous substances in any form.
- Y. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- Z. Provide Geotechnical investigations, studies and reports.

Schedule shall be as follows:

FNI is authorized to commence work on the project upon execution of this AGREEMENT and agrees to update the FEMA LOMR within 60 days from construction of the FM 423 bridges over Cottonwood Branch. Review of the Flood Study by KHA will be completed within two weeks of each submittal.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delay on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT and in Attachment CO.

ARTICLE III

RESPONSIBILITIES OF THE OWNER

The OWNER shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as the OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define the OWNER's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to the OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which the OWNER will require to be included in the plans and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

EXHIBIT A - WORK ORDER

- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as the OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- F. The OWNER shall make or arrange to have made all subsurface investigations, including, but not limited, to borings, test pits, soil resistivity surveys, and other subsurface explorations. The OWNER shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by the OWNER.
- G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the OWNER may require or FNI may reasonably request with regard to legal issues pertaining to the Project.

ACCEPTANCE:

This Work Order is accepted on the terms set forth herein and in the MAPS referenced above, as indicated by the signatures below.

Consultant

Freese and Nichols, Inc.

By: 

Printed Name: Mike Wayts, P.E., CFM

Title: Principal

Date: January 26, 2012

Owner

Town of Little Elm

By: _____

Printed Name: Ivan Langford

Title: Town Manager

Date: _____

EXHIBIT B

FNI COMPENSATION SCHEDULE

Schedule of Charges:

<u>POSITION</u>	<u>MIN</u>	<u>MAX</u>
PRINCIPAL	225	285
GROUP MANAGER	205	285
SENIOR ENGINEER	150	245
ENGINEER (PE)	115	170
ENGINEER (EIT)	85	130
HYDROLOGIST	65	150
ELECTRICAL ENGINEER	85	200
MECHANICAL ENGINEER	85	200
SENIOR ENVIRONMENTAL SCIENTIST	115	220
ENVIRONMENTAL SCIENTIST	60	130
ARCHITECT (AIA)	105	245
ARCHITECT INTERN	60	120
LANDSCAPE ARCHITECT	115	145
SENIOR URBAN PLANNER	125	200
URBAN PLANNER	70	120
SR. CONSTRUCTION CONTRACT ADMINISTRATOR	110	195
CONSTRUCTION CONTRACT ADMINISTRATOR	75	150
GIS COORDINATOR	90	130
GIS ANALYST	60	130
DESIGNER	90	145
TECHNICIAN	65	120
OPERATIONS ANALYST / ACCOUNTING SPECIALIST	80	140
CONTRACT / REGIONAL ADMINISTRATOR	75	115
WORD PROCESSING/SECRETARIAL	55	90
CO-OP / INTERN	45	75

The ranges and individual salaries will be adjusted annually.

EXPENSES

Plotting

Bond	\$2.50 per plot
Color	\$5.75 per plot
Other	\$5.00 per plot

Printing

Offset and Xerox Copies/Prints	\$0.10 per side copy
Color Copies/Prints	\$0.50 per side copy
Binding	\$5.75 per book

Travel

55¢ per mile

Computer

Computer Usage \$10.00/hour

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

Thank you sincerely for sharing our sorrow.

Your kindness is deeply appreciated

and will always be remembered

THANK YOU SO MUCH FOR SENDING
THE FLOWERS. WE SO MUCH
APPRECIATE THE SUPPORT OF
THE TOWN DURING THIS
DIFFICULT TIME.

LYNN, SHIRYL GARRETT, KELLIN
TOMPKINS