

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

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

**WORKSHOP AND REGULAR TOWN COUNCIL**

**Tuesday, March 6, 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  - A. Items to be withdrawn from Consent Agenda.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
  - D. Discussion regarding Fees, Policy and Procedures for the Senior Center and Recreation Center. (Parks Director) 6
  - E. Discussion regarding revision to Vendor/Solicitors Ordinance. (Planning Director) 23
  - F. Discussion regarding financing options for the Town's Utility System Capital Improvements and discussion of refinancing some of the Town's existing debt obligations to reduce interest rate and generate annual savings. (Finance Director) 24
  - G. Review and discuss suggested amendments to the Financial Policies and Procedures. (Finance Director) 25
  - H. 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.

- I. Council to highlight items on the agenda needing further discussion or comments prior to the regular session.
2. Presentations and Announcements: Town of Little Elm officially being designated as a Tree City USA Community. (Planning Manager) 57
3. Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.
4. Opening Prayer: Curtis Cornelious-Praise Fellowship Worship Center.
5. Pledge to the Flags: Boy Scout Troop 285 to present colors and lead the pledges. 58
  - 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 February 7, 2012 Workshop and Regular Meeting. (Town Secretary) 59
  - B. Accept resignation of Robert Anderson from the Board of Adjustment. 64
  - C. Re-appoint Deleon English to Place 1 and Bryan Lewis, Jr. to Place 4 on the Planning and Zoning Commission for three (3) year terms expiring 02-28-2015; re-appoint Bill Horner to Place 2 and Stephanie Gregg to Place 4 on the Board of Adjustment for two (2) year terms expiring 02-28-2014 and; re-appoint Brian Rawlins to Place 7 on the Alternate Panel for a three (3) year term expiring 02-28-2015. (Planning Manager) 65
  - D. Approve Britton Meter Supply bid in the amount of \$155,283.81 for the procurement of Radio Read Meters and authorize staff to purchase as needed. (Public Works Director) 67

E.	Appoint Rob Blissett to the Parks and Recreation Board to fill an unexpired term expiring 10-21-2012. (Parks Director)	77
F.	Accept the 2011 Racial Profiling Report as presented. (Police Chief)	81
G.	Approve Advance Funding Agreement Amendment #2 between the State of Texas and the Town of Little Elm for termination of agreement to install water lines and wastewater lines and authorize the Town Manger to execute the same. (Town Manager)	148
8.	Reports and requests for Town Council consideration and appropriate action:	
A.	Discussion and Action on Economic Development Corporation recommendation to appoint Neil Blais and Robert Anderson as alternates on the EDC Board of Directors with terms expiring March 6, 2015. (Executive Director/EDC)	151
B.	Discussion and Action to approve the Town of Little Elm co-sponsorship of the Arts and Sounds by the Lake Event in Little Elm Park to be held on May 19th. (Parks Director)	166
C.	Discussion and Action to approve Amended Facilities Utilization Agreement. (Parks Director)	168
D.	Discussion on submission of Staffing for Adequate Fire and Emergency Response SAFER GRANT. (Fire Chief)	208
E.	Discussion and Action to approve amendment for Court Services Agreement between the Town of Little Elm and Patricia Adams to provide for magistrate services for the Town and authorize the Town Manager to execute the same. (Town Manager)	209
F.	Discussion and Action to approve Change Order #3 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 in the amount of \$401,000.00 and authorize the Town Manager to execute for the same. (Director of Development Services)	212
G.	Discussion and Action to approve Design Task Order for the Cottonwood Trail Improvements between the Town of Little Elm and TRC Engineers, Inc. for the amount of \$13,125.00 and authorize the Town Manager to execute a contract for the same. (Director of Development Services)	215
H.	Discussion and Action to award the construction contract for the Robertson Elementary Playground Improvements in the amount of \$34,720.60 to Quality Excavation, Ltd. of Aubrey, Texas and authorize the Town	221

Manager to execute a contract for the same. (Director of Development Services)	
I. Discussion and Action to approve Task Order to submit for a Hazard Mitigation Action Plan Grant (HMAP) and start work on the plan between the Town of Little Elm and Freese & Nichols for the amount of \$113,048.00 and authorize the Town Manager to execute a contract for the same. (Director of Development Services)	229
J. Discussion and Action to approve a Work Order to submit for a Safe Room Grant to FEMA between the Town of Little Elm and Blais & Associates for the amount of \$3,265.75 and authorize the Town Manager to execute a work order for the same. (Director of Development Services)	236
K. Discussion and Action to approve roadway impact fee reduction for Lakeshore Crossing-Lot 4 and authorize the Town Manager to direct staff the same. (Director of Development Services)	244
L. Discussion and Action to approve Construction Change Order #3 in the amount of \$136,305.50 for the Town's Lobo Lane Improvement Projects to Quality Excavation, Ltd. of Aubrey, Texas and authorize the Town Manager to execute the same. (Director of Development Services)	247
M. Discussion and Action to approve Task Order for the design of the 2.0 MGD Elevated Tank between the Town of Little Elm and Freese & Nichols for the amount of \$433,200.00 and authorize the Town Manager to execute a contract for the same. (Director of Development Services)	257
N. Discussion and Action to approve Resolution No. 03061201 a Resolution declaring expectations to reimburse expenditures with proceeds of future debt. (Finance Director)	273
9. FYI: (All matters are provided to the Town Council for informational purposes only)	
A. Town Secretary Monthly Report for January 2012.	275
B. Development Services Monthly Report for January 2012.	276
C. Letter from STI in regards selling to Grande Communications.	314
D. Thank You to the Fire Department.	315
E. Thank You letter to Fire Department.	316
F. Thank you from the Garst/Savoie Family.	317
G. Public Works Monthly Report for February 2012.	318



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. **BRAILLE IS NOT PROVIDED.**

Respectfully,

Town Secretary

**This is to certify that the above notice was posted on the bulletin board at the Town Hall Center this 2nd day of March 2012.**

# TOWN OF LITTLE ELM

## AGENDA INFORMATION SHEET:

### COUNCIL MEETING

**DATE:** March 6, 2012

**PROJECT:** Senior Center and Community/Recreation Center Policies, Procedures and Fee Schedules

**DESCRIPTION:** With the upcoming opening of the new Senior Center and Community/Recreation Center staff is preparing updated guidelines for the use of the facilities. Included are fee schedules for the use of Community/Recreation Center with membership fees and rental rates. Staff does not recommend the Senior Center meeting room space be open for public reservation. As part of these policies and guidelines proposed programs are included along with the cost to enroll in those programs. Contract instructor rates are set as a competitive cost to run the program. Guidelines usages for the facilities specify acceptable activities for patrons along with membership fees. Membership fees are proposed at a resident non-resident rate. The proposed rates are set as a competitive rate for the surrounding community taking in to consideration the size of our facility and activities offered. Included in the fees staff is allowing for student rates that other communities do not offer.

**COST:** The proposed fees are a cost to the user not a cost to the Town. The proposed membership fees and program fees are proposed to recover approximately 80% operational costs with full capacity.

**FUNDING SOURCE:** *(Note: If funding is not included in the current budget; a Fiscal Note signed by the Finance Director will be attached)*

**Acct. Name & No**  
N/A

**Original Budget**  
N/A

<b>SCHEDULE:</b>	<b>Upon opening of the Senior Center and Community/Recreation Center staff is requesting the fees policies and procedures be approve by Town Council.</b>
<b>RECOMMENDED ACTION:</b>	<b>Staff is requesting Town Council approve the fees, policies and procedures for the Senior Center and Community/Recreation Center.</b>
<b>TOWN CONTACT:</b>	<b>Tony Chrisman Parks &amp; Recreation/Library Director</b>
<b>ATTACHMENTS:</b>	<b>Senior Center Policies and Guidelines Community/Recreation Center Fees, Policies and Guidelines Rental Rates and Guidelines for the Community/Recreation Center Sample Programs and Program Fees</b>

# Little Elm Recreation Center

***Welcome to the Little Elm Recreation Center - your one stop for fitness and fun!***

The two-story recreation center is located at 303 Main Street and spans over 25,000 square feet. The facility includes elements such as a large state of the art fitness area, full size gym, recreation classrooms, multi-purpose room, craft room, outdoor terrace, spacious men's and women's locker rooms.

## Hours of Operation

Monday – Thursday	6am – 10pm
Friday	6am – 9pm
Saturday	9am – 6pm
Sunday	Noon – 6pm

## Memberships

### **Residency**

Residency for membership at the Little Elm Recreation Center is determined by Little Elm city limits. Those individuals living outside Little Elm limits, but whose children attend Little Elm schools are considered non-residents.

Proof of residency for all members must be shown at the time of registration and before receiving a photo ID. A current driver's license, utility bill or an insurance card may all be used to show proof of residency.

### **Membership Types**

**Youth** – A youth is defined as an individual 2 – 17 years of age. A child under the age of 2 does not require a membership or usage fee.

**Adult** – An adult is defined as an individual 18 years or age and older.

**Senior** – A Senior Adult is defined as 50 years of age or older.

**Family** - A family is considered all those members living at the same address. Individuals must be able to show proof of permanent residency at that address.

**Daily/Guest** - A Daily Pass gives an individual access to all self-directed aspects of the facility and all Group Exercise classes for the day available within their age limits.

**Student Membership** - This Pass is for college students to attend the recreation center during the summer months. A valid college ID is required to purchase this pass. This pass is valid May 15 - August 15 ONLY. This pass is non-transferable to other pass types or people.

# Membership Rates

<u>Resident:</u>	<u>Monthly Pass</u>	<u>4-Month Pass</u>	<u>Annual Pass</u>
Youth	\$15	\$55	\$135
Senior	\$15	\$55	\$135
Adult	\$15	\$70	\$170
Family	\$45	\$170	\$420

<u>Non-Resident:</u>	<u>Monthly Pass</u>	<u>4-Month Pass</u>	<u>Annual Pass</u>
Youth	\$25	\$95	\$230
Senior	\$25	\$95	\$230
Adult	\$30	\$115	\$255
Family	\$70	\$270	\$650

<u>Daily/Guest:</u>	<u>Monthly Pass</u>	<u>4-Month Pass</u>
Youth	\$3	\$5
Senior	\$3	\$5
Adult	\$5	\$7

<u>Student Membership:</u>	<u>Ages</u>	<u>Resident</u>	<u>Valid</u>
Student	18 & Up	\$45	\$230

## Personal Training

No matter what your personal goals are, whether it is reaching your ideal weight, training for marathons, toning, motivation or better overall health, our personal fitness trainers can help you achieve your physical best with the most efficient and effective personalized fitness program. Our trainers have the highest quality of education the fitness industry has to offer. They maintain National Certifications through continuing education in order to stay current on health and fitness research and trends.

## Age Policy

- Youth 11 and younger must have adult supervision at all times.
- Youth 12 and older may be dropped off to use the facility as long as they are a member of the Recreation Center.
- Youth 12 and younger may not be in the Fitness Area.
- Youth 12 – 15 years of age may use the basketball court without adult supervision.
- Youth 13 – 15 years of age may use the Fitness Area with active adult participation.
- Youth 16 – 17 years of age can use the facility without adult supervision.

# Locker Room Policy

1. Children of the opposite gender older than the age of 2 are not permitted in the Men's and Women's Locker Rooms. Please use the Family Changing Suites.
2. Patrons must provide their own locks.
3. Lockers are intended for daily use only.
4. Storing individual items in lockers overnight is prohibited.
5. Management is not responsible for lost or stolen items left in lockers or locker rooms.
6. Cell phone use is not permitted in locker room.
7. No food or drinks are permitted in the locker rooms with the exception of water bottles.

# Gymnasium Rules

1. Members and guests younger than the age of 12 must have adult supervision at all times.
2. Proper attire, including shirts, shorts and non-marking gym shoes must be worn at all times. No bare feet, flip-flops, sandals, dress shoes, etc.
3. Dunking and hanging on the rims, nets and backboards is prohibited.
4. No kicking or throwing balls against the walls, doors or windows.
5. No food is allowed in the gym. Drinks are allowed in plastic containers only.
6. Profanity or vulgar language is not allowed.
7. The Recreation Center is not responsible for lost or stolen items. Please store all belongings in a locker.
8. No organized instruction, coaching or training is allowed in this facility except by authorized personnel.

# Fitness Area Rules

1. Children under 13 years of age are not allowed in the Fitness Room.
2. Children between 13 – 15 years of age must be accompanied by an actively participating adult.
3. Towels are mandatory, wipe down equipment after each use.
4. Collars are mandatory for all barbell lifts.
5. Spotters are required for all heavy lifts in the Free Weight area.
6. Equipment may not be rearranged or removed.
7. Do not bang the weights together or drop on the floor.
8. Weights must be returned to appropriate racks after each use.
9. Do not lean weights against equipment, walls or columns.
10. No food, cups, glass, gum allowed. Drinks must be in a spill-proof container.
11. Proper attire must be worn at all times. Belts, jeans, clothing with rivets, wallet chains, sandals and open toed shoes are prohibited.
12. Only authorized personnel are allowed to conduct personal training in this facility.
13. Limit cardio equipment use to 30 minutes during peak times.
14. Report equipment irregularities or malfunctions to a fitness attendant immediately.
15. Safe and proper use of equipment is required at all times.
16. Management reserves the right to enforce other rules as necessary to ensure the safety of our guests.

Brenda Button-Mills Senior Center  
of Little Elm  
Policies and Procedures



### Mission Statement

Brenda Button-Mills Senior Center provides quality programming that offers those 50 or older social opportunities through activities and groups that are cognitively, culturally, and physically stimulating. In addition, the program strives to assist senior residents in remaining independent as long as possible by coordinating and implementing outreach, referral and support services.

### Purpose

This policy bulletin sets forth the general policies governing responsibilities and related procedures relating to the Senior Center department, volunteers, and participants. These policies were developed and are intended in order to define specific perimeters relating to the services provided and detail requirements of the parties involved in the daily service delivery, educational/cultural groups, and social activities. The Senior Center will not be open to rentals from the public.

## Services Provided

### **I. Programs and Activities:**

Senior Programs, provided through the Parks and Recreation department are designed to encourage: socialization, continued personal growth and development, cultural opportunities, cognitive stimulation and physical fitness.

- A.** Ongoing programs and activities such as Bridge, Wii Bowling, Fitness Classes, Crochet & Knitting, Movie Day, Game Day, Craft Day, Ice Cream Socials, and Luncheons are provided on a specific day or days each week and are coordinated through the Senior Center department. Special programs and activities are also coordinated through the Senior Center department.

1. Senior Center staff sets up for various programs and activities as well as coordinates any additional space or rooms for special activities or events with other PARD staff members.
2. Volunteers facilitate many of these activities. If space will not be available on the day of the scheduled activity, Senior Center staff will notify the volunteer or instructor so the activity can be cancelled or rescheduled.

### **B. Group Trips:**

Senior Center staff facilitates group trips. Transportation is provided by Buses By Bill or an equivalent rental facility. Charges for residents and non-residents may apply. Cancellations must be made a week in advance. No refunds will be made without a week's notice and original transaction receipt.

1. Bus trips are generally limited to short day trips to museums, theaters, special events or presentations throughout the DFW area.
  - a. Space on the bus is limited to 27 passengers. Early sign up is encouraged. When group is full, others will be placed on a waiting list. At times, we will

upgrade to a larger bus, depending on the number of attendees and justification of price increase.

**Town of Little Elm  
Parks and Recreation Department  
Guidelines for Participation - Senior Center Programs**

**I. General Code of Conduct**

**Purpose**

The center functions as a meeting place where Senior Adult participants can socialize, take part in activities and classes, receive services that enhance quality of life, facilitate independence, and maintain involvement in the community. Anyone 50 years and above are welcomed.

**Goal**

The department is dedicated to providing diverse program opportunities with broad appeal that promote mental and physical benefits for active adults in the community 50 years old or older.

**The Center Provides:**

- Wellness Programs
- Classes, Activities, Presentations
- Special Events
- Trips
- Volunteer Activities
- Information and Referrals

**The Center Does Not Provide:**

- Medical Care for Senior Adults
- Medication Distribution
- Daycare of any sort for Senior Adults
- Personal Care or Bathroom Assistance for Senior Adults
- Staff to attend or be responsible for patrons on trips

**II. Operations Guidelines**

In order for the Town of Little Elm's Brenda Button-Mills Senior Center to provide a safe, comfortable, and pleasant environment for all participants the following guidelines are in place:

- Participants must be 50 years old or older and able to be responsible for providing for their own personal care and needs.
- Emergency contacts must be listed on the participant's waiver. Next of kin will be contacted in case of an emergency.



- A caretaker must accompany participants that are not able to attend to their personal needs for the duration of their stay.
- Caretakers that are ineligible as a participant are at the senior center to assist and care for their client. They are not to be considered as participants or senior center staff.
- The Senior Center staff may make a determination about whether a client is participation appropriate for the program. Referral to adult day care may be suggested.
- Programs and activities are offered to senior adults with the understanding that they do not need help to accomplish the particular projects or tasks. The program leader will demonstrate projects with completion being in the hands of the participant.
- All participants will conduct themselves in such a manner that they are not injurious to themselves, others or cause damage or destruction of property.
- All participants must conduct themselves in such a manner that they do not disrupt the program or have a negative impact on other participants' enjoyment of activities and facilities.
- Use of tobacco, drugs and alcohol is prohibited inside the senior center.
- Weapons are strictly prohibited anywhere on the senior center grounds.
- Soliciting is prohibited at all times.
- Offensive language is prohibited at all times.
- Observance of good manners is required at all times.
- Good personal hygiene and proper attire are requested at all times.
- Respect for others is requested at all times.
- Any operational questions and concerns should be discussed with a Senior Center Staff.

### **III. Senior Center Trips**

- Van/bus seating is on a first come, first serve basis for qualified seniors (50+ adults).
- A care provider may accompany a participant requiring assistance if an extra seat is available on the van/bus. The Senior Center Supervisor may require a note from the participant's doctor stating that the client can make the trip if accompanied by a caregiver.
- Qualified seniors take priority for seat availability on trips. If a client requiring assistance cannot be accompanied due to seat availability, the client must make other travel arrangements.
- Care providers will pay the same trip costs as any other travelers.
- Care providers who are also senior adults (50+) have the same privileges as any other qualifying participants.
- The decision as to whether a participant requires supervised assistance or is suitable for a trip is at the discretion of the Senior Center Supervisor.
- Participants will be responsible for all of their own personal expenses incurred while on the trip.
- Senior Center staff will not be allowed to handle any participant's personal funds, outside the stated prepaid trip fees and expenses, at any time during the trip.

*All clients will be given a copy of the senior center guidelines at the time of registration.*

# YOUTH CLASSES

## YOUTH DANCE

### COMMUNITY THEATRE/MUSICAL THEATRE

A unique class using creative expression as a form of dance. A combination of acting and dance combine to form this truly American art form. Parents remain outside the classroom during lessons. Requested attire includes black jazz shoes, leotard and tights (females), sweat pants and solid color t-shirt (males).

Code	Days	Dates	Times	Ages
297.001	Tu	10/16 – 11/13	4:45 – 5:30pm	8 – 12
<b>Fee:</b>	\$52			
298.002	Tu	11/27 – 12/18	4:45 – 5:30pm	8 – 12
<b>Fee:</b>	\$42			
<b>Location:</b>	Recreation Center – Multi-Purpose Room			

### SNAZZY JAZZY

Get energized in our fun, upbeat jazz class. Concentrating on basic jazz technique-flexibility, coordination, control, turns, leaps, progressions, isolations, and much more! Parents remain outside the classroom during lessons. Requested attire includes black jazz shoes, any color of leotard and tights or jazz pants (females), sweat pants and solid color t-shirt (males).

Code	Days	Dates	Times	Ages
113.001	M	10/15 – 11/12	6:15 – 7:00pm	13 – 15
120.002	W	10/17 – 11/14	5:30 – 6:15pm	5 – 7
122.004	Th	10/18 – 11/15	5:30 – 6:15pm	11 – 12
<b>Fee:</b>	\$52			
<b>Location:</b>	Recreation Center – Multi-Purpose Room			

### FUNKY HIP-HOP

Learn the “funky” form of street dance, often featured in music videos and the latest box office hit movies. Dancers benefit from the coordination, strength, quickness, and endurance acquired from our Hip-Hop classes. Boys and girls welcome. Parents remain outside the classroom during lessons. Requested attire includes comfortable athletic wear and jazz shoes.

Code	Days	Dates	Times	Ages
345.008	Tu	11/27 – 12/18	4:00 – 4:45pm	5 – 7
<b>Fee:</b>	\$42			
<b>Location:</b>	Recreation Center – Multi-Purpose Room			

### RAH RAH RAH!

Cheers, chants, jumps, simple stunting, cheer dance, Hip-Hop, and much more fun! Parents remain outside the classroom during class. Recommended attire includes tennis shoes, socks, shorts, t-shirt, and hair secured out of face. Cheer uniforms are permitted.

Code	Days	Dates	Times	Ages
349.001	W	11/28 – 12/19	3:45 – 4:30pm	4 – 6
350.002	W	11/28 – 12/19	4:30 – 5:15pm	7 – 9
<b>Fee:</b>	\$42			
<b>Location:</b>	Recreation Center – Multi-Purpose Room			

### DRILL TEAM PREP

Perfect for junior high and high school drill team candidates. This class concentrates on drill team fundamentals necessary for those interested in becoming a member of their high school drill/dance team. Requested attire includes black dance pants, leotard or fitted tank top, and jazz shoes or light weight tennis shoes.

Code	Days	Dates	Times	Ages
294.001	M	10/15 – 11/12	7:30 – 8:15pm	11 – 16
<b>Fee:</b>	\$52			
296.002	M	11/26 – 12/17	7:30 – 8:15pm	11 – 16
<b>Fee:</b>	\$42			
<b>Location:</b>	Recreation Center – Multi-Purpose Room			

## YOUTH HEALTH AND FITNESS

### FUN AND FIT

This high energy class is tons of fun as children participate in different activities each week. Activities include tumbling, dance, mini-golf, soccer, bowling, t-ball, hula hoops, parachute, and tons of action-filled games. Monthly sessions are offered throughout the year with varying activities.

Code	Days	Dates	Times	Ages
300.001	Tu	10/30 – 11/27	10:00 – 10:45am	2 – 3
<b>Fee:</b>	\$42			
<b>Note:</b>	No class on 11/20.			
304.002	Tu	12/04 – 12/18	10:00 – 10:45am	2 – 3
<b>Fee:</b>	\$32			
<b>Location:</b>	Recreation Center – Multi-Purpose Room 1			

### FLIP FLOP AND ROLL

Both boys and girls alike will enjoy this fun-filled class that helps children develop flexibility, body control, and coordination while they learn basic tumbling and acrobatic skills. Parents remain outside the classroom during lessons. Requested attire includes shorts and t-shirt.

Code	Days	Dates	Times	Ages
305.001	M	11/26 – 12/17	10:15 – 10:45am	3 – 4
<b>Fee:</b>	\$35			
<b>Location:</b>	Recreation Center – Multi-Purpose Room 1			

### GYMJIJSU

Gymjitsu is a high-energy, circuit based class that combines basic tumbling skills with an introduction to martial arts. This program is a perfect beginning to martial arts training as it utilizes tumbling skills to build body coordination and control. Students will have the opportunity to gain rank up to the yellow belt.

307.002	Tu	12/04 – 12/18	12:00 – 12:45pm	2 – 3
<b>Fee:</b>	\$32			
<b>Location:</b>	Recreation Center – Multi-Purpose Room 1			

## YOUTH PERSONAL ENRICHMENT

### LEARNING ADVENTURES

Make learning shapes, colors, numbers, and the ABC's fun through physical activity orientated games. Participate with your child, play games, sing silly songs, and have a ton of fun while helping your child learn basic skills.

Code	Days	Dates	Times	Ages
82.001	Tu	10/30 – 11/27	11:00 – 11:45am	3 – 5
<b>Fee:</b>	\$42			
<b>Note:</b>	No class on 11/20.			
85.002	Tu	12/04 – 12/18	11:00 – 11:45am	3 – 5
<b>Fee:</b>	\$32			
<b>Location:</b>	Recreation Center – Multi-Purpose Room 1			

### SECRET AGENT LAB

Discover cells and crime in this amazing camp! Arrive at camp to find a real crime scene surrounded by crime scene tape, and then use your forensic skills to solve the crime. Experiment with electrochemical reactions as you electroplate a penny and a nickel. Investigate human brains, bones, lungs, and digestion systems. Learn how chemical elements help you to create chemical compounds. Make your own invisible ink to take home!

Code	Days	Dates	Times	Ages
103.001	Sa	11/03 – 12/15	9:00am – Noon	5 – 12
<b>Fee:</b>	\$131			
<b>Location:</b>	Recreation Center – Multi-Purpose Room			

### CHESS ACADEMY

Chess is called the game of life. Doctors have discovered that playing chess affects some parts of the brain controlling math, reading, and writing skills! Learn the basics of chess. You will be able to play a full game by the end of class. All levels are encouraged to attend!

Code	Days	Dates	Times	Ages
116.001	Sa	11/03 – 12/22	8:00 – 9:00am	6 – 12
<b>Fee:</b>	\$32			
<b>Location:</b>	Recreation Center			

## YOUTH ARTS & CRAFTS CLASSES

### ABRAKADOODLE

Abrakadoodle takes an enlightened perspective to expanding children's creativity and their knowledge of the world of color, form, and design. A comprehensive approach is taken to teach creativity offering classes for painting, sculpture, collage, mosaics, sketching and more. These classes not only ignite a child's imagination, but they also build fine motor, language, and cognitive skills.

### ABRAKADOODLE TWOOSY DOODLERS

Explore art and interact with your little one during classes designed to excite and inspire young children about art. Twoosy classes are designed to aid in the basic understanding of color and shape while exposing the children to a wide variety of art mediums. Fine motor skills and social interaction are improved as part of the class. Care giver participation is requested for these classes.

Code	Days	Dates	Times	Ages
185.002	Sa	10/20 – 11/10	10:00 – 10:35am	20 – 36 mo.
<b>Fee:</b>	\$57			

### ABRAKADOODLE MINI DOODLERS

Each week, Abrakadoodle instructors will introduce a new artist or technique, complete a project reinforcing that introduction, and allow discussion of the artwork. Developmentally appropriate curriculum is used to guide students to explore a wide variety of mediums, improve motor skills and social interaction, and appreciate the beauty of one's own art. Classes meet or exceed Texas and National standards for art education.

Code	Days	Dates	Times	Ages
218.002	Sa	10/20 – 11/10	10:45 – 11:30am	3 – 5
<b>Fee:</b>	\$57			
<b>Location:</b>	Recreation Center			
<b>Note:</b>	\$12 supply fee due to instructor on the first day of class.			

### ABRAKADOODLE DOODLERS

Each week, Abrakadoodle instructors will introduce a new artist or technique, guide students through a project reinforcing that introduction, and then facilitate discussion of the completed works. Classes teach children about art while exposing them to a wide variety of mediums and styles to expand their understanding of the art and the world in general. Classes meet and exceed Texas and National standards for art education.

Code	Days	Dates	Times	Ages
233.002	Sa	10/20 – 11/10	11:45am – 12:45pm	6 – 12
<b>Fee:</b>	\$57			
<b>Location:</b>	Recreation Center			
<b>Note:</b>	\$12 supply fee due to instructor on the first day of class.			

### YOU CAN PAINT

Even if you've never held a paintbrush or can't draw a straight line, you will be painting with confidence on your very first lesson using a fun, simplified approach. Create an oil painting completely finished and ready for framing. Learn color mixing, brush techniques, perspective and much more. All your art supplies are furnished. 90% of art talent is desire and YOU CAN PAINT!

Code	Days	Dates	Times	Ages
242.001	M	10/29	4:00 – 5:30pm	5 – 13
246.002	M	11/26	4:00 – 5:30pm	5 – 13
248.003	M	12/17	4:00 – 5:30pm	5 – 13
<b>Fee:</b>	\$27			
<b>Location:</b>	Recreation Center			
<b>Note:</b>	10/29: Fall Splendor in the Country. 11/26: Padre Island Sunrise. 12/17: Holiday Snowfall.			

### DRAWING

This is a brilliant program for aspiring artists! Explore a variety of art materials and media, and develop your artistic skills to create portraits, people, animals and cartoon characters, while learning contour drawing, shading, composition, perspective, and more!

Code	Days	Dates	Times	Ages
259.001	F	11/02 – 12/14	6:45 – 7:45pm	6 – 13
<b>Fee:</b>	\$92			
<b>Location:</b>	Recreation Center – Multi-Purpose Room			
<b>Note:</b>	Supply list will be provided upon registration.			

# ADULT CLASSES

## ADULT HEALTH AND FITNESS

### PILATES/YOGA

Combine two great workouts into one! Work those abdominal and back muscles that protect and strengthen your core stability. This class is excellent for developing tone and fitness in the body while creating a sense of calm and relaxation. All levels are welcome.

Code	Days	Dates	Times	Ages
389.001	F	11/02 – 11/30	10:00 – 10:50am	16+
398.002	F	12/07 – 12/28	10:00 – 10:50am	16+
<b>Fee:</b>	\$40			
<b>Location:</b>	Recreation Center			

### BEGINNING YOGA

Would you like to improve your strength, flexibility and endurance? Do you need to reduce stress in your life? Would you like to feel both relaxed and refreshed at the end of an exercise class? Beginning Yoga includes stretching, bending and twisting exercises, and relaxation techniques. No yoga training or experience needed.

Code	Days	Dates	Times	Ages
390.001	Th	11/01 – 11/29	8:00 – 9:00pm	16+
391.002	Th	12/06 – 12/27	8:00 – 9:00pm	16+
<b>Fee:</b>	\$50 \$8 Drop-In			
<b>Location:</b>	Recreation Center			

### STROLLERFIT

Enjoy a 50 minute total body workout focusing on cardiovascular conditioning and strength training all while spending time with your baby. Babies/toddlers will enjoy singing, bilingual counting, abc's and lots of laughs. Enjoy the company of other moms all while getting fit. Moms must be 6 weeks postpartum. Babies/toddlers welcome in a stroller.

Code	Days	Dates	Times	Ages
362.001	M/W/F	11/05 – 11/30	10:30 – 11:20am	6 wks – 4
363.002	M/W/F	12/03 – 12/21	10:30 – 11:20am	6 wks – 4
<b>Fee:</b>	\$42 \$7 Drop-in			
<b>Location:</b>	Recreation Center – Gym 1			

**Note:** A one time registration fee of \$50 for new participants includes a StrollerFit backpack, tube, band, water bottle, and stroller strap.

### ZUMBA

Get fit with Zumba! Have fun burning calories with this heart-pumping, hip-shaking, Latin cardio workout! Take Merengue, Salsa, Reggaeton, Calypso, Bachata and other International Latin rhythms, put in fitness interval training techniques; add dance, energy and sweat, and you've got Zumba! No dance experience necessary! Visit [www.Zumba.com](http://www.Zumba.com) for more information about this fun and effective fitness system.

Code	Days	Dates	Times	Ages
89.001	M	10/29 – 12/17	7:00 – 7:50pm	18+
<b>Fee:</b>	\$72			
<b>Location:</b>	Recreation Center – Multi-Purpose Room			
Code	Days	Dates	Times	Ages
95.002	W	11/07 – 12/19	7:00 – 7:50pm	18+
<b>Fee:</b>	\$54			
<b>Location:</b>	Recreation Center			

### BOOT CAMP FITNESS

Boot Camp Fitness is a high-energy workout designed to help you lose body fat and increase metabolism while improving endurance, strength, agility, and balance. The workouts are structured so those of all fitness levels will benefit. Nutritional evaluation and guidance as well as a food and exercise journal are included. Body fat percentage will be measured before and after each four-week session. Not a military-style class; no yelling or humiliation, only positive reinforcement and encouragement. Bring a friend and join the fun!

Code	Days	Dates	Times	Ages
123.002	M/W/F	10/29 – 11/30	5:30 – 6:30am	15+
<b>Fee:</b>	\$147			
<b>Location:</b>	Recreation Center – Multi-Purpose Room			

## ADULT DANCE

### BEGINNER BALLROOM – LATIN

Learn to move your body to a sassy saxophone playing a romantic Rumba and quickly adjusting to an energizing Cha Cha. It's hot!

Code	Days	Dates	Times	Ages
261.001	Tu	11/13 – 12/18	8:00 – 9:00pm	14+
Fee:	Individual	Couple		
	\$50	\$90		
Location: Recreation Center – Multi-Purpose Room				

### BEGINNER BALLROOM – SMOOTH

Glide across the dance floor to the sounds of Frank Sinatra and Nat King Cole to dance the Foxtrot, Waltz, and Tango. It's a wonderful feeling to move in time to the music!

Code	Days	Dates	Times	Ages
268.001	Tu	11/13 – 12/18	9:00 – 10:00pm	14+
Fee:	Individual	Couple		
	\$50	\$90		
Location: Recreation Center – Multi-Purpose Room				

### WEST COAST SWING

Learn the rhythm and blues, sultry dance moves used to create an exciting dance, the west coast swing. This dance is huge in Dallas and there are many places to go and dance west coast swing. Bring a friend.

Code	Days	Dates	Times	Ages
276.001	Sa	11/10 – 12/15	3:00 – 4:00pm	14+
Fee:	Individual	Couple		
	\$50	\$90		
Location: Recreation Center – Multi-Purpose Room				

### HUSTLE AND FREESTYLE

Hustle is a partner dance from the 1970's. When people were not doing the hustle, they were dancing freestyle to the club's house music. This dancing is practical, easy to learn and tons of fun!

Code	Days	Dates	Times	Ages
277.001	Sa	11/10 – 12/15	5:00 – 6:00pm	14+
Fee:	Individual	Couple		
	\$50	\$90		
Location: Recreation Center – Multi-Purpose Room				

### SWING AND SALSA

Bring your dancing shoes for a swinging good time. Students will explore the basic fundamentals of East and West Coast Swing, as well as the Latin favorite, Salsa dancing. Suggested attire includes comfortable clothing and smooth soled shoes. Rubber soles not suggested.

Code	Days	Dates	Times	Ages
289.001	M	10/08 – 11/12	8:00 – 8:45pm	18+
Fee:	Individual	Couple		
	\$57	\$67		
Location: Encore Dance Studio				

### COUNTRY WESTERN

Boot scoot your way to Encore Dance Studio for barrels of fun learning to two-step, waltz, polka, and much more! Suggested attire includes comfortable clothing and smooth soled shoes. Rubber soles not suggested.

Code	Days	Dates	Times	Ages
299.001	Tu	10/09 – 11/13	8:00 – 8:45pm	18+
Fee:	Individual	Couple		
	\$57	\$67		
Location: Encore Dance Studio				



## ADULT PERSONAL ENRICHMENT

### POTTERY CLASSES

Our classes specialize in teaching wheel-thrown pottery and offers instruction for all levels of experience. Classes are informal and are kept small to guarantee a wheel for every student. Each class is two-and-a-half hours long. Beginners get grounding in pottery fundamentals. They learn how to center a mound of clay, and how to throw, trim and glaze their pots. Generally, after one 10-week session, they can make mugs, bowls, and other basic forms. Intermediate and advanced students work on refining skills and glazing techniques

Code	Days	Dates	Times	Ages
113.001	M	10/15 – 11/12	6:15 – 7:00pm	18+
120.002	W	10/17 – 11/14	5:30 – 6:15pm	18+
121.003	W	10/17 – 11/14	5:30 – 6:15pm	18+
122.004	Th	10/18 – 11/15	5:30 – 6:15pm	18+
<b>Fee:</b>	\$75			
<b>Location:</b>	Recreation Center – Multi-Purpose Room 2			

### BASIC DOG OBEDIENCE

Fun, basic obedience group class taught by Specialty Pet Training. Learn how to improve the bond and communication you have with your dog. Practice the basic commands: sit, stay, lay down, come here, leave it alone, and walk on a leash nicely. This class is for puppies and dogs over 12 weeks. It is fun for the whole family!

Code	Days	Dates	Times	Ages
162.002	Tu	10/23 – 11/20	7:00 – 8:00pm	10+
164.003	Sa	12/08 – 1/05	10:00 – 11:00am	10+
<b>Fee:</b>	\$125			
<b>Location:</b>	Little Elm Park			
<b>Note:</b>	Students will meet by the restrooms at Little Elm Park.			

### RUNNING ON EMPTY

Life-threatening conditions await us if we don't make changes fast. Learn how four important things can improve your health. Discover the chemicals abundant in everyday life, and understand what you can do to eradicate inflammation, which is known to be the source of many leading killers.

Code	Days	Dates	Times	Ages
191.001	Tu	10/30	7:00 – 8:30pm	16+
<b>Fee:</b>	\$22			
<b>Location:</b>	Recreation Center – Multi-Purpose Room			

### 7 SECRETS OF EFFECTIVE DISCIPLINE

Discipline is probably the most frustrating aspect of dealing with children. We will discuss seven points that have been proven effective with most children. This class qualifies for 1½ hours for child care providers.

Code	Days	Dates	Times	Ages
203.001	Tu	11/13	7:00 – 8:30pm	16+
<b>Fee:</b>	\$5			
<b>Location:</b>	Recreation Center – Multi-Purpose Room			

### HOW TO SHOP FOR HEALTHIER FOOD

Food companies have been adding many artificial and unhealthy ingredients to the foods we buy. This class will teach you what some of these ingredients are, how they affect your body, and what healthier versions are available to you. Participants will learn to recognize unhealthy ingredients on food labels and how to make healthier selections of your favorite foods

Code	Days	Dates	Times	Ages
220.001	Tu	10/30	7:00 – 8:30pm	18+
223.003	Tu	12/04	7:00 – 8:30pm	18+
<b>Fee:</b>	\$12			
<b>Location:</b>	Recreation Center – Multi-Purpose Room			

# ADULT ATHLETICS

## ADULT ATHLETICS

### ADULT BASKETBALL

Leagues are sanctioned by the Texas Amateur Athletic Federation. TAAF offers local teams the ability to advance to post season play, which includes regional and state tournaments. Teams play eight games with the top four teams advancing to the league playoffs. Game times are 50 minutes from 6:30 – 9:00pm. Players must be at least 18 years of age.

Code	League	Days	Dates
2300.01	Power Division	M	9/24 – 11/05
2300.02	Intermediate	W	9/25 – 11/06
2300.03	Recreation	Th	9/25 – 11/06
<b>Fee:</b>	\$350 per team		
<b>Location:</b>	Recreation Center – Gym 1		

### ADULT VOLLEYBALL – 4 ON 4

Leagues are sanctioned by the Texas Amateur Athletic Federation. TAAF offers local teams the ability to advance to post season play, which includes regional and state tournaments. Teams play eight games with the top four teams advancing to the league playoffs. Game times are hourly from 6:30 – 9:00pm. Players must be at least 18 years of age.

Code	League	Days	Dates
2300.01	Competitive	Tu	9/24 – 11/05
2300.03	Recreation	Su	9/25 – 11/06
<b>Fee:</b>	\$165 per team		
<b>Location:</b>	Recreation Center – Gym 1		





Date Received: \_\_\_\_\_  
 Received By: \_\_\_\_\_  
 Deposit Refund Date: \_\_\_\_\_

## TOWN OF LITTLE ELM PARD - RESERVATION APPLICATION

**THIS NAME AND ADDRESS IS WHERE REFUNDS WILL BE SENT – MAKE SURE IT IS COMPLETE AND CORRECT**

Name/Organization \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 Address \_\_\_\_\_ Apt# \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone # (Home) \_\_\_\_\_ (Work) \_\_\_\_\_ (Cell) \_\_\_\_\_  
 Room/Facility: \_\_\_\_\_ Date of Function: \_\_\_\_\_  
 Time \_\_\_\_\_ until \_\_\_\_\_ Type of Function: \_\_\_\_\_

### Community Center, Amphitheater, Pavilion

<b>Facility:</b>	<b>Deposit:</b>	<b>Resident/Non-Resident Fee:</b>	<b>Key Required?</b>
Community Center	\$100	\$25/\$50 per hour	(Y) _____ (to be picked up and returned)
Amphitheater	\$200	\$50/\$75 per hour	(N)
Pavilion	\$100	\$45/\$75 per event	(N)

### Little Elm Recreation Center

<b>Area:</b>	<b>Deposit:</b>	<b>Resident/Non-Resident Fe:</b>	<b>Max Occupancy:</b>	<b>Size:</b>
Classroom	\$50	\$20/\$40 per hour		
Craft Room	\$50	\$20/\$40 per hour		
Multi-Purpose Room (includes kitchen)	\$100	\$40/\$60 per hour		
Add-On Outdoor Terrace	TBD	TBD		
Gymnasium Half Court	\$100	\$50/\$62.50 per hour		
Gymnasium Full Court	\$100	\$100/\$125 per hour		

**\*After hour rentals are pending staff availability at the rate of \$25 per hour per staff with a minimum of two staff present.**

**\*\*Max occupancy of rooms is calculated with auditorium style seating. Use of tables reduces the space and amount of occupancy.**

**List the names, addresses and phone # of (2) responsible parties who will be present during the entire rental and can speak for renter.**

1. \_\_\_\_\_  
 2. \_\_\_\_\_

***Please bring copy of reservation to your rental***  
***If any problems arise, you may call Police Dispatch at 214-975-0460***

# FACILITY RESERVATION POLICY

## APPLICANT GRANTED THIS RESERVATION AGREES TO ABIDE BY THE FOLLOWING:

**BASIC RENTAL INFORMATION** - Designated city facilities are available for social, civic, business, cultural, recreational, or charitable purposes. Reservations will be accepted from adults 21 years or older. A rental application form must be completed. Reservations can be scheduled up to three months (90 days) in advance. Town programs and events hold priority over rentals in facility scheduling. Reservations will be made only after the renter has read, agreed to abide by, and signed this policy, and paid the security deposit and rental fees. Rental meetings must be open to the public without regard to race, age, sex, religion, national origin, political affiliation, or disabilities. Attendance is limited by the capacity of the rooms as established by the Building Code and the Fire Marshall. Reservations are taken on a first-come basis. Town staff is permitted the authority to determine unacceptable behavior of individuals while on the premises, with the right to cancel reservations or request an offender to leave. Future use shall be denied those violating Town Ordinance and Policies.

**DEPOSIT** - Cash, credit card, check or money order for deposit is required. The security deposit is a separate fee and is deposited. If paid by check, the deposit is refundable 30 days after the date of purchase when all conditions of the reservation are met. Checks will not be accepted within 30 days of rental date. Other forms of payment will be processed for refund within two (2) weeks after the event. Reserved area must be left in a clean condition and without any damage by renter. If these conditions are not met the renter forfeits their deposit. If damages occur beyond the deposit, renter will be held responsible for the difference.

**CHARGING FEES/SALES** - Use of a facility for financial gain is prohibited. No admittance fee or any other charge for attendance may be attached to any function. No part of the city premises may be used for money raising activities unless the renter has pledged the proceeds to a charitable or public service program. The Town has the authority to audit the renter's financial books or to require a financial statement. It is unlawful to sell or offer for sale any food, drinks, confections, merchandise, or services, unless such person has a written agreement or a permit issued by the Parks and Recreation Department.

**DAMAGES** - The individual for whom the reservation is made shall be responsible for any loss or damage to the property during the tenure of their reservation and shall reimburse the Town for replacement cost of the property. A company or organization must designate a responsible individual for the rental. Applicant agrees to abide by all City, State and Federal laws. The Town will not be liable for damage, injury or loss to person or property that may occur during the occupancy of the facility. The renter will agree to hold the Town of Little Elm and its employees fully harmless for any actions that may arise out of the use of the facility.

**PUBLICITY** - In the event publicity concerning the meeting is circulated which lists the facility as the location, this disclaimer must be included: "This event is not sponsored by the Town of Little Elm." Neither the name nor address of the facility may be used as the official address or headquarters of an organization.

**RENTAL COMPLETION** - At the end of the rental period the renter shall return the room to its original arrangement remove food and personal items and clean the area before leaving. Renter must clean floors, place all trash in plastic bags and take trash to dumpster. For outdoor facilities the renter must provide any needed cleaning supplies and must remove all equipment and supplies at the end of the rental. The Town will not store nor be held responsible for any property left on the premises. The renter and department staff will complete a facility checklist before, during and at the conclusion of the rental.

**CHAPERONES** - Renter agrees to provide a minimum of three (3) adult chaperones, parents or adults 21 years of age or over for the first fifty (50) youth (under 18 years of age) and one additional chaperone for each twenty (20) additional guests. Chaperones must be present at all times.

**SET UP/CLEAN UP** - Set-up and clean-up time must fall within the rental time. Renters are responsible for setup and take down of all rental equipment. Department staff will not be available to assist. A limited number of tables and chairs are available for use. Check with staff prior to the rental about inventory available at the site. The center does not furnish eating utensils, plates, cups, serving dishes, serving utensils, tablecloths, decorating supplies, microphones, podiums, extension cords, or other equipment. An extra charge will be assessed and deducted from the deposit if the rental exceeds the contracted time and/or expected attendance. Rentals may be extended after posted closing time for cleanup only by special arrangement. Refunds will not be issued for rentals ending earlier than stated on the reservation agreement.

**AFTER-HOURS** - After-hours rentals will be assessed staff fees at the rate of \$25 per hour per staff with a minimum of two staff present. In addition to facility rental fees, all indoor facilities are subject to after hour staffing fees of \$50/hour for 1-299 people and \$75/hour for 300 plus people. Some rentals, at supervisory staff discretion, may require an off-duty police officer to be present as the second staff at the rate of \$50 per hour.

### GENERAL REGULATIONS:

- The use of controlled substances or alcohol is prohibited on the premises.
- No smoking inside facility or near the exit doors.
- Gambling is not permitted on the premises.
- Decorations must be authorized by department staff. Nails, thumbtacks, etc. must not be used to attach decorations to the structure or to the furnishings. Decorations must meet all fire codes (no open flames, votives, sternos, etc.)
- Birdseed may be thrown outside only (no rice or confetti).
- The city is not responsible for weather and recommends renters have a backup plan for outdoor functions.
- Food purchased or catered for rental events must be from a Little Elm establishment.
- Permits are required for special events. Please contact Building Inspections at 214-975-0472.

**CANCELLATIONS/REFUNDS** – Renter agrees to read and abide by Little Elm PARD refund policy. See PARD Refund Policy for details.

# TOWN OF LITTLE ELM

## Town Council

### STAFF REPORT



**PROJECT:** Vendor/Solicitor Ordinance Revisions

**HEARING DATES:** Town Council: **Work Session: 03/06/12**  
Regular Meeting: 03/20/12

**REQUEST:** Discuss proposed revisions to Vendor/Solicitor ordinance.

**PLANNING ANALYSIS:** Discussion.

**RECOMMENDED ACTION:** Provide direction to staff.

**TOWN CONTACT:** Dusty McAfee, AICP – Planning Manager

**ATTACHMENTS:** N/A



# TOWN OF LITTLE ELM AGENDA INFORMATION SHEET REGULAR AGENDA

**COUNCIL  
SESSION:**

**March 06, 2012**

**ITEM:**

TOWN'S FINANCING OPTIONS RELATED TO ISSUING NEW MONEY CERTIFICATES OF OBLIGATION FOR WATER & SEWER SYSTEM IMPROVEMENTS AND REFUNDING BONDS FOR INTEREST COST SAVINGS.

**BACKGROUND:**

The purpose of this item is to brief the Council:

- Regarding the process of refunding existing bonds at an interest savings of 18% or approximately \$1.8M over the life of the outstanding bonds. The par amount of the refunded bonds:
  - 2001 Certificates     \$2,335,000   General I&S
  - 2002 Certificates     \$1,670,000   General I&S
  - 2002 Rev Bonds       \$3,515,000   Utility Debt
  - \$7,520,000
- The savings will be both on the Town's General Debt and the Town's Utility.
- Regarding the process of issuing \$6M in new certificates of obligation for Utility System Improvements. These bonds will be self-supporting by the Utility System; the project and the planned debt issuance are currently in the Town's Utility Rates and Charges.

The Town's Financial Advisory Firm, Southwest Securities will be present to make a presentation with a review of the calendar of events and the finite details of the transactions. All materials will be handed out during work session.

**FISCAL IMPACT:**

The Finance Department and the Town's financial advisors have been following bond market borrowing rates for many months now. We are in a period of historical and unprecedented low borrowing rates. The Town's advisors will have more information on rates.

The impact of the refunding on the Town's Tax Supported Debt will be an estimated \$62,000 annual savings (1/2¢ on the tax rate); the Utility Fund Self-Supporting debt will realize an estimated \$89,000 annual savings.

The new money bonds will all be on the Utility Self-Supporting Debt and is already calculated in the current rates of the Utility.

**RECOMMENDED  
ACTION:**

There is no formal action; however, the Finance Director would like to obtain direction from Council in regard to moving forward with the intent to issue new money certificates and refund existing bonds.

**ATTACHMENTS:**

Material to be distributed during work session.

**TOWN CONTACT:**

Alan Dickerson, Finance Director



# TOWN OF LITTLE ELM AGENDA INFORMATION SHEET REGULAR AGENDA

**COUNCIL  
SESSION:**

March 06, 2012

**ITEM:**

## **TOWN'S FISCAL POLICIES AND PROCEDURES**

**BACKGROUND:**

The purpose of this item is to present to Town Council recommended practices, policies and procedures pertaining to the following:

- Budget Administration
- Financial Reporting
- Accounting
- Asset Management and Procurement
- Debt Management
- Fund Balances
- Purchasing
- Cash and Investments

The Finance Director will present draft policies for review. **All of the policies and procedures as written and attached are in practice currently; the significant and major change is in regard to Purchasing and procurement which changes the Town Council Approval threshold from \$25,000 to \$50,000 which is in accordance with Texas Local Government Code.**

**FISCAL IMPACT:**

N/A

**RECOMMENDED  
ACTION:**

There is no action required. However, the Finance Director would like to receive direction regarding any suggested amendments to the policies; the Finance Director with direction of Council will bring back to Council the policies as amended for Council approval.

**ATTACHMENTS:**

Proposed Policy Draft

**TOWN CONTACT:**

Alan Dickerson, Finance Director

# **EXHIBIT**

## **FISCAL POLICIES**



## TOWN OF LITTLE ELM FISCAL POLICIES

### **Introduction**

The Town of Little Elm, Texas financial policies set forth the basic framework for the fiscal management of the Town. These policies were developed within the parameters established by applicable provisions of the Texas Local Government Code and the Town of Little Elm Town Charter. The policies are to be reviewed on an annual basis and modified to accommodate changing circumstances or conditions.

### **I. Annual Budget**

1. The fiscal year of the Town shall begin on the first day of October each year and shall end on the thirtieth day of September of each year.
2. On or before the fifteenth day of August of each year, the Town Manager shall submit to the Town Council a balanced budget of the revenues of the Town and the expense of conducting the affairs thereof for the ensuing fiscal year. The Town is committed to a balanced operating budget under normal circumstances. Any deviations from a balanced budget are to be presented with full disclosure and justification. Fund Balance (reserves) can be used to balance the budget (see section on Fund Balance). The Budget as submitted by the Town Manager shall be legally adopted for all governmental fund types of the Town by Ordinance.
3. The Town Manager leads the Budget Process with the Mayor and Town Council, Finance Director, Town Departments, and the public participating during various stages of the budget process. Throughout the process, the Town Manager provides the Town's Department Heads with policy direction in formulating the budget and discusses areas of concern with Town Council.
4. Role of Department Heads and Directors. Each Department Head and Director is responsible for the effective, efficient, and economical use of all resources made available to his or her department or division. After direction from the Town Manager, all department and division managers are given formal budget packets to complete electronically. Once packets and budgets are submitted electronically to the Finance Department, the Finance Director and Town Manager reviews the Department baseline requests and will determine whether changes are required based on funds availability and priorities. Interviews with Department Heads and Directors are conducted with the Town Manager and Finance to review budget requests and justifications for new programs or expansion of programs. Department Heads and Directors must present with their budget submissions base budget justifications along with supplemental request explanations for operational expenses as well as requests for additional personnel. These requests are weighed against financial constraints.
5. Town Manager's Proposed Budget. Once the budget reviews are completed and revisions are made to the requested budget, the result becomes the Town Manager's proposed budget of programs and services. The Town Manager's proposed budget is filed with the Town Secretary and distributed to Town Council to set in motion work sessions, public hearings and ultimate approval.

The Town Manager's proposed budget must be an itemized estimate (by line-item) of the expense of conducting each department, division, office and/or fund. The Town Manager's proposed budget must be submitted to Town Council with a concise summary of the budget summarizing major changes in priorities or service levels from current years and the factors leading to those changes. Additionally, the Proposed Budget must include:

- a. Priorities and key issues for the new budget period
- b. Major financial factors and trends affecting the budget
- c. Significant changes in revenue functions including property taxes
- d. Current and future debt obligations

- e. Rate changes for Utilities as well as other fees and charges summarized
- f. Significant use of or increase in unreserved fund balances.
- g. Provide for financial summary at the Fund level that reflects at least a three-year period, including prior year actual, current year budget and/or estimated current year actual, and proposed budget.

6. Final Budget. The budget for all funds shall be balanced in that the appropriations from each fund shall not exceed the resources available for the fiscal year. These resources include estimated revenues and the unreserved balance in the fund at the beginning of the year. There shall be a least one public hearing on the operating budget prior to adoption of the budget by ordinance. The Town Council can amend the Town Manager's proposed budget prior to adoption by ordinance. The Budget shall be approved by ordinance prior to the last day of the fiscal year with or without amendment.

7. Tax Levy. The proposed budget shall contain a suggested tax rate to be levied to support the operational plan of expenditures and debt requirements for the ensuing fiscal year. All applicable laws pertaining to the adoption of the tax rate must be complied with including the adherence to the Truth-in-Taxation time table and events as outlined by the State Comptroller in the Truth-in-Taxation Handbook.

- a. The applied property tax rate will not exceed the effective tax rate by more than 8% or more commonly referred to as the "roll-back" tax rate unless public hearings and notices are done in compliance with Property Tax Codes.
- b. The Town will strive to maintain the percentage of the tax rate allocated to the general fund at a minimum of 65%. Conversely, the allocation of the tax rate for debt purposes will be no more than 35%.

## **II. Budget Administration**

1. All expenses of the Town shall be made in accordance with the adopted annual budget or as legally amended.
2. The legal level of budgetary control is at the fund level. The Town Manager is authorized to transfer budgeted amounts between departments within any fund. Any revision(s) that increases the total expenditures of any fund greater than the original budget must be approved by ordinance of Town Council.
3. Transfers between expenditure accounts (line-items) in one department or division may occur with the approval of the Finance Director. Transfers between operating departments may occur with the approval of the Town Manager and Finance Director provided that a department's total budget is not changed. Transfers between funds must be accomplished by budget amendment approved by ordinance of the Town Council. However, budgeted operating transfers are authorized within the authority given in the annual budget ordinance.
4. Budget Delivery and Execution. After the budget and tax levy are adopted by Town Council by ordinances, the Finance Department distributes the adopted budget, capital outlay schedules and personnel schedules denoting the expenditure and staffing authority that each department has in order to carry out its mission and provide services to the Town. The Finance Department monitors revenues and expenditures through the fiscal year for reportable conditions of major fluctuations in revenues and/or expenditures.

No money shall be drawn from the Town Depository, nor shall any obligation for the expenditure of money be incurred, except in pursuance of appropriations made by the Town Council. At the close of each fiscal year, the unencumbered balance of each appropriation shall revert to the fund from which it was appropriated and shall be subject to future appropriations.



5. Budget Reports. The Finance Department will generate reports to the Town Manager and Departments on a routine basis or upon request. The Finance Department will prepare quarterly budget reports to Town Council identifying and highlighting sources and uses of funds in a summary format with narrative explanations of significant changes and fluctuations.

### **III. Other Budget Initiatives:**

1. The Town shall establish and maintain a Capital Reserve Fund to be used to renovate, repair and replace fixed assets of the Town, including public buildings, streets, storm sewers, park facilities and water and wastewater improvements. The Town shall establish and maintain an Equipment Replacement and Reserve Fund to be used to replace movable fixed assets of the Town, including vehicles, off road equipment, and other equipment with an average life of more than three years and valued over \$5,000. There shall be established and maintained, within the Capital Reserve Fund and Equipment Replacement and Reserve Fund such accounts as shall be deemed appropriate by the Town Manager as evidenced in the Town's annual budget. The Capital Reserve Fund and Equipment Replacement and Reserve Fund shall be funded with contributions made from nonrecurring revenues as available and other revenues detailed in the budget submitted to the Town Council by the Town Manager.

2. The Capital Budget or Capital Improvement Plan (CIP) is a separate and distinct process of planning and budgeting but connects to the operating budget for future potential of adding operational expenditures (see section below on Capital Project Expenditures). The annual budget will be developed to fund services of benefit for just one or two years and expenditures with long-term benefits will be put into a Capital Budget which takes a multiyear perspective. The Town Manager will submit as an appendix to the Town's operational budget a Capital Budget outlining capital improvement projects. The Town's Capital Improvement Plan is developed as a five-year plan for both Utility and General Governmental purposes.

### **IV. Basis of Accounting and Budgeting**

1. The Town's finances shall be accounted for in accordance with generally accepted accounting principles as established by the Governmental Accounting Standards Board.

(a) The accounts of the Town are organized and operated on the basis of funds and account groups. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal and contractual provisions. The minimum number of funds is maintained consistent with legal and managerial requirements. Account groups are a reporting device to account for certain assets and liabilities of the governmental funds not recorded directly in those funds. Governmental funds are used to account for the government's general government activities and include the General, Special Revenue, Debt Service and Capital Project funds.

(b) Governmental Fund types use the flow of current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e., when they are "measurable and available"). "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to pay liabilities of the current period. Substantially all revenues are considered to be susceptible to accrual. Ad valorem, sales, franchise and tax revenues recorded in the General Fund, ad valorem tax revenues recorded in the Debt Service Fund are recognized under the susceptible to accrual concept. Licenses and permits, charges for services, fines and forfeitures, and miscellaneous revenues (except earnings on investments) are recorded as revenues when received in cash because they are generally not measurable until actually received. Investment earnings are recorded as earned since they are measurable and available. Expenditures are recognized when the related fund liability is incurred, if measurable, except for principal and interest on general long-term debt, which are recorded when due, and compensated absences, which are recorded when payable from currently available financial resources.

(c) The Town's Proprietary Fund types are accounted for on a flow of economic resources measurement focus and use the accrual basis of accounting. Under this method, revenues are recorded when earned, expenses are recorded when earned, and expenses are recorded at the time liabilities are incurred.

2. The Town's annual budgets shall be prepared and adopted on a basis consistent with generally accepted accounting principles for all governmental and proprietary funds except the capital projects funds, which adopt project-length budgets. Depreciation expense is not budgeted. All annual appropriations lapse at fiscal year end.

## **V. Financial Reporting**

1. Following the conclusion of the fiscal year, the Finance Director shall cause to be prepared a Comprehensive Annual Financial Report (CAFR) in accordance with generally accepted accounting and financial reporting principles established by the Governmental Accounting Standards Board. The document shall also satisfy all criteria of the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting Program.

2. The CAFR shall show the status of the Town's finances on the basis of generally accepted accounting principles (GAAP). The CAFR shall show fund revenues and expenditures on both a GAAP basis and budget basis for comparison purposes.

3. Included as part of the CAFR shall be the results of the annual audit prepared by independent certified public accountants designated by the Town Council.

4. The Finance Director shall submit to the Council a quarterly statement of all receipts and disbursements in sufficient detail to show the exact financial condition of the Town.

5. Actual expenditures and revenues will be compared to the budget periodically to demonstrate operating/capital expenditure accountability.

## **VI. Revenues**

1. The Town will strive to obtain franchise agreements that incorporate a franchise or rental fee with all public utilities (including municipally owned utilities). The fee structure will be similar to other cities in the area and allowed by the Public Utility Commission. In addition the Town will seek the "most favored nations' clause" in its franchise agreements with public utilities operating within the Town.

2. The Town will strive to maintain revenue diversification in order to improve the ability to handle fluctuations in individual sources such as property taxes, sales and other taxes. Fees and Charges for services will be reviewed annually to the extent to which they cover the cost of the service being provided.

3. The Town will pursue an aggressive policy of collecting all moneys due to the Town.

4. The Town will continue an aggressive program to reduce the level of delinquent taxes. The minimum collection rate objective is 98%.

5. The Town will strive to maintain total delinquent taxes outstanding at an aggregate level not to exceed 10% of the current tax levy.

6. Tax exemptions presently allowed by the Town will be monitored to include the Senior Tax Ceiling and the 65 year old and disabled person's homestead exemption. Additional residential or non-profit property exemptions must be approved by the Town Council.

## **VII. Fund Transfers**

1. General and administrative charge backs to the Water and Wastewater Fund are calculated annually to cover costs in the General Fund for services provided to the Utility. The costs are calculated on a budget basis for the current year. The Town has defined this charge back as a "payment-in-lieu-of-taxes (PILOT)". The Finance Department will prepare an annual calculation with review by the Town Manager and Public Works Director.
2. Fund transfers are approved in the annual budget by Town Council and will be paid quarterly unless frequency is specified otherwise.

## **VIII. Debt and Amortized Bond Payments**

1. The Town will manage the length of maturity of its long-term debt in order to lower net interest cost and to maintain future flexibility by paying off debt earlier. The target amortization shall be 15 years but not more than 25 years depending on the life of the asset.
2. The Town will issue debt only to fund capital projects, which cannot be supported by current annual revenues or reserves of any operational or capital fund.
3. The Town will strive to maintain and demonstrate the strongest creditworthiness relative to other U.S. municipal or tax-exempt issuers or issues. The Town shall continue to seek to enhance its credit quality by frequent contact and visits with the rating agencies and monitoring the current trends and guidance from the agencies.

## **IX. Fund Balances**

1. Fund balances are intended to serve as a measure of the financial resources available in a governmental fund. The Town will make distinguishing documentation of its reserved and unreserved fund balances as defined by the Government Accounting Standards Board (GASB) Statement No. 54. Only unassigned fund balances are available for spending first followed by other spendable fund balance reserves (Assigned and Committed). The Town will set aside resources or adequate levels of fund balance to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenditures) and to ensure stable tax rates. The Town recognizes that healthy fund balances are crucial to the Town's long-term planning and a separate policy consistent with the requirements of GASB 54 is made a part of these policies as an Exhibit A as adopted by Ordinance No. 1070.
2. Fund balance reserves will only be used for one-time expenses. The Town Manager may use fund balance reserves to balance the operating budget. However, the Town Manager must designate one-time expenditures to offset the use of fund balance as a balancing mechanism.
3. The Town will maintain a committed fund balance in its general-purpose fund (General Fund) an amount equal to three months or 25% of the regular general fund operating expenditures.
4. The Town will maintain a reserve of near cash and investments in the Water and Wastewater Fund ("the Utility") equal to two months (60 days) of the total operating revenue. The reserve will be calculated based on total operating revenues from the last audited financial statements of the Water and Wastewater Fund.
5. The Town will maintain all required reserves to meet specific bond covenants in its proprietary funds (Water and Wastewater) as may be required.

## **X. Capital Project Expenditures**

1. The Town of Little Elm will develop a multi-year plan for capital projects which identifies all projects likely to be constructed within a five-year horizon. The multi-year plan will reflect for each project the likely source of funding and attempt to quantify the project's impact to future operating expenditures.

2. Capital Projects will be constructed to:
  - a. Protect or improve quality of life
  - b. Protect or enhance economic vitality
  - c. Support new development
  - d. Provide significant rehabilitation of Town infrastructure for sustained service.
3. Capital project expenditures will not be authorized by the Town Council without identification and commitment of revenue sources sufficient to fund the improvement.
4. The Town will fund the entire cost of proposed projects in debt proposals, without relying on matching funds from other agencies or entities unless said matching funds are designated and available for use at the time of the issuance of the debt
5. In order to minimize the issuance of debt, the Town of Little Elm will attempt to support capital projects with appropriations from operating revenues or excess fund balances or grant funds. The finance department will coordinate with grant administrators the accounting for grants.

#### **XI. Cash Management and Internal Controls**

1. Written guidelines on cash handling, accounting, segregation of duties, and other financial matters shall be maintained for internal controls and review by the Town's external auditors in an annual Risk Assessment.
2. Each department director shall ensure that departmental procedures are adequate to safeguard Town Funds.
3. Staffing and training shall be reviewed periodically to ensure adequacy of controls.
4. Daily Deposits of cash receipts shall be made daily.
5. Interest earnings shall be maximized through a managed approach to cash flows.
6. The Town's investment portfolio shall be managed in accordance with the Public Funds Investment Act and the Town's Investment Policy.
7. The Finance Department shall quarterly present to the Town Council its Investment Report consistent with the Public Funds Investment Act (PFIA).
8. The Finance Department shall conduct a review of its Investment Policies annually in October and shall be presented to Town Council for approval with any revisions. The Town's Investment Policies are attached as an exhibit to these policies and procedures.

#### **XII. Escheatment / Unclaimed Property**

1. The Finance Department will review its outstanding check registers at least annually and reissue checks upon request or when vendors are located.
2. An unclaimed property listing will be posted on the Town's Web Page with instructions on claims.
3. The Town will maintain an internal unclaimed property listing for a period of 12 months and will escheat property to the State Comptroller in accordance with State Escheatment statutes as needed and in accordance with State Statutes.

#### **XIII. Fixed Assets and Inventory Controls and Maintenance**

1. The Town of Little Elm shall maintain a Fixed Asset and Inventory system whereby assets are tracked and recorded for safeguarding purposes as well as managing depreciation. The threshold for capitalization of assets shall be set at \$5,000. The Finance Department shall track fixed assets as purchased and record the same in the Town's financial system. All electronic purchases including desktop workstations and lap-tops will be tracked for inventory purposes but not capitalized for depreciation purposes.
2. The Town will use a tag and label system for asset and inventory control.
3. Infrastructure and facilities are capitalized and recorded at total acquisition cost at final walk through and acceptance by the Town.
4. For further protection of Town assets, the Town shall insure all properties for loss protection.
5. The Town's Risk Manager will maintain a schedule of assets based on the Town's insurer (Texas Municipal League Intergovernmental Risk Pool).

#### **XIV. Surplus Town Property**

1. Surplus Town property is defined as any Town-owned property, other than real estate and buildings, that has become outdated or no longer needed for current operations yet still has a potential resale value. Surplus goods include, but are not limited to, equipment, tools, vehicles, computers, software, supplies, paper stock, books and furniture.
2. The responsible Department Head and Finance Director shall jointly determine when Town-owned property has no resale value. Resale value shall take into consideration the cost of preparing the item for sale. Items without potential resale value may be disposed of in any manner approved by the responsible Department Head and Finance Director and shall be fully documented.
3. Department Heads will submit in writing, lists of property that they recommend to be designated as surplus. Only the Town Manager or Finance Director has the authority to declare Town-owned goods as surplus. A staff member of the Finance Department will review all surplus property lists for items that may be on asset rosters and update such rosters accordingly.
4. Surplus goods will be disposed of in a manner that will yield the greatest possible benefit to the Town. Whenever possible, items will be batched together and sold at public auction. Individual items that are not easily stored for future auction may be disposed individually by making a good faith attempt to obtain the highest price for the item(s). Proceeds from such sales will be accounted for in accordance with Generally Accepted Accounting Principles such as they are applied to government.
5. In order to maintain the highest appearance of ethical propriety at all times, surplus goods may not be given or sold directly or indirectly to Town employees or Town officials except under exceptional circumstances. Exceptional circumstances for surplus property may be approved with a written recommendation from the employee's Department Head and subsequent approval of the Finance Director and the Town Manager. An example of such an item would be a ballistic vest tailored to a specific officer or a work attire item such as a fire helmet used by a retiring firefighter.
6. Town employees are not permitted to participate in public auctions for the purchase of surplus Town goods.

#### **XV. Vehicle Related Purchasing and Disposal Issues**

1. The Town's Fleet Manager under the direction of the Public Works Director shall maintain a vehicle and equipment replacement schedule for administrative and budgetary utilization. The schedule will be prepared on a five year basis with input and in coordination with each department and division of the Town.
2. The term "Vehicle" will encompass all rolling stock acquired by the Town. This will include all on and off-road equipment such as passenger vehicles, motorcycles, truck stock, road construction equipment of all sorts, forklifts, tractors, trailers, riding mowers, etc.
3. Specifications for the purchase of new vehicles shall be developed with the combined input of the requisitioning Department and the Fleet Manager.
4. Acceptance and delivery of new vehicles will take place under the direction of the Fleet Services Manager. The Fleet Services Manager will have sole responsibility to ensure the vehicles are properly prepared both mechanically and with proper documentation and licensing. Vehicles will be placed into service only with the approval of the Fleet Manager, except under emergency circumstances. Emergency service use must receive the approval of the Town Manager within two working days after the service began.
5. Vehicles submitted by a requesting department as being replaced by a new acquisition will be disposed of in the same manner as other assets, as described elsewhere in this policy. Such vehicles slated for replacement will not be retained as part of the fleet without the written approval of the Finance Director or the Town Manager.

## **XVI. Purchasing Policies and Procedures**

Purchasing is the procurement of materials, supplies, equipment and services at the lowest cost and best quality to assist in the effective operation of the Town of Little Elm.

1. The Town of Little Elm shall establish and maintain a written "Purchasing Policy and Procedure Manual" which is an exhibit to this policy statement.
2. The goal of the Town of Little Elm's Purchasing Policy is to ensure that all Town Departments and functions receive maximum benefit from the expenditure of Town funds and that vendors will make a reasonable profit in providing goods and services to the Town. Success in this effort will be best achieved with the mutual cooperation of each Town department, the Purchasing Agent, and vendors.
3. The Purchasing Manual is a compilation of Town Charter provisions, applicable state laws, administrative regulations, and good business practices for the purchasing process. Adherence to these rules and regulations is necessary to comply with Texas State laws and meet the goals of our Purchasing Policy.

## **XVII. Credit Card Policy**

The Town shall establish a "Purchase Card" written policy and procedure manual (P-CARD Policy). The policy is attached as an exhibit to this document.

1. Town credit cards are issued to Town employees to purchase low-cost supplies or services for official Town usage only. No personal items or services are to be purchased with the Town credit card under any circumstances, nor shall the card be used to circumvent the Purchasing Policy bidding requirements as per the Local Government Code (§252.062). The Town credit card is not to be used for obtaining cash nor is the employee to accept cash in lieu of a credit to their account. Any violation of this policy may result in the employee's loss of credit card privileges, and or other disciplinary action.
2. The Town of Little Elm is tax-exempt. Whenever possible, the employee should make their credit card purchases with a vendor whom the Town has an account to avoid having sales tax charged. If the Town does not have an account with the vendor, the employee should provide the vendor with a completed tax-exemption form obtainable from the Finance Department prior to the purchase.
3. Use of the Town credit card for travel must be made in accordance with the Town's Travel Policy (refer to the Personnel Handbook).

# **EXHIBIT**

## **PURCHASING POLICES**



## **POLICY AND PROCEDURES FOR PURCHASING GOODS AND SERVICES ON BEHALF OF THE DEPARTMENT/DIVISION**

### **I. Purpose**

The purpose of the purchasing procedures is to provide the Town staff with a written policy for the procurement of material, services and equipment. The Town of Little Elm is committed to insuring that all purchases are in compliance with State and local laws and policies when procuring the highest quality material and services at the best value for the citizens of Little Elm. Any Town department conducting a formal bid, RFP, or RFQ shall notify the Finance Director to insure compliance with State law (e.g. newspaper advertisements, written specifications).

### **II. Bidding and Purchasing Procedures**

**A. Purchases less than \$1000** – no documented quotes are required; however, competitive pricing through “Purchasing Cooperatives” or other discount retailers or distributors must be checked first and documented before purchasing outside of purchasing cooperatives.

**B. Purchases greater that \$1000 but less than \$10,000**

1. Not less than two (2) written quotes must be received if the materials, services or equipment cannot be purchased through a purchasing cooperative. Pricing and contact information must be noted on, or attached to, the purchase order.
2. Historically Underutilized Businesses (HUB) located in Denton County is required by State law to be contacted for quotes if the purchase for goods or services will exceed \$3,000.
3. HUB vendors can be found on the State Comptroller’s Web Page at <http://window.state.ts.us/procurement/prog/hub>.

**C. Purchases greater than \$10,000 but less than \$50,000** - not less than three (3) written quotes must be received and must be attached to the purchase order when submitted to finance; and, the written quotes must be signed by the vendor’s representative; and, as applicable, the quote should state an expiration date.

1. Historically Underutilized Businesses (HUB) located in Denton County is required by State law to be contacted for quotes if the purchase for goods or services will exceed \$3,000.
2. The following information will be required when using a “No Response” as one of the three bids: Company name, contact person and telephone number.
3. Documentation must be provided if product or vendor is a sole source.



**D. Purchases of \$50,000 and greater**

1. Purchases must be accomplished through the formal request for bid or the request for proposal process with detailed written specifications. The development of the written specifications will be required and may require expert assistance. Purchasing cooperatives or interlocal agreements may be utilized to satisfy the competitive bid process. The individual departments are ultimately responsible for written specifications and to make sure that all advertisements for bids be copied to the Town Secretary for publication in accordance with State law or noted if other procedures apply. Specific requirements for purchases greater than \$50,000 can be found in Chapter 252 of the Texas Local Government Code, Subchapter B.
2. All purchases of \$50,000 or greater must be submitted to Town Council for approval. This includes any purchases exempt from the bidding procedure. The requesting Department will make a Town Council award recommendation and will be responsible for all disclosure and briefing information to the Town Manager and Town Council. It is the responsibility of the requesting Department to present the request to Council after the approval of supporting documentation by the Town Manager and Finance Director.
3. No purchase orders will be issued prior to Council approval. Council approval date must be noted on purchase order. If applicable, a copy of the resolution of Council must be attached to the purchase order.
4. All professional service contracts shall be attached to the original purchase order and in bid packet.

**E. Formal Bid Procedure for Town Departments –** In order to assist Town departments in complying with all purchasing laws and these policies and procedures, it is requested that each department soliciting formal bids abide by the following procedures:

1. The department will provide the bid name, opening date and time and the location of the bid opening. For RFQ's and RFP's, the bid name, due date and time will be required. This enables the receiving department to easily identify each bid and also provides the information to advertise the bid on the Town's website. It is highly suggested that each department utilize the Town Secretary to receive and time stamp sealed bids and proposals.
2. Vendor lists registering all vendors requesting to receive bids from the Town of Little Elm are maintained at the Department level. However, the Finance Department is available to assist with your vendor options.
3. A Finance representative will attend all bid openings for consideration of invoicing and payment terms. This is to protect the using departments against any claims of impropriety and is a good internal control procedure.

4. If only one bid is received, the Finance Director may call all other vendors receiving a bid. This is to protect the Town and its departments from accusations of favoritism or soliciting bids that are proprietary. The Finance Department is available to assist with soliciting bids. It is the intent of the Finance Department to support and provide guidance to the all departments regarding purchasing.

**F. Sole Source Purchases –** Competitive bids cannot be obtained on items that are only available from one source.

1. The following are available from only one source and are exempt from bidding:
  - a. Items that are available from a single source because of patents, copyrights, secret processes or natural monopolies;
  - b. Films, manuscripts, or books;
  - c. Electricity, gas, water or other utility services;
  - d. Captive replacement parts or components for equipment;
  - e. Books, papers and other library materials for a public library that are available only from the person holding exclusive distribution rights to the material
2. Any items not listed above that are considered sole source will need to be supported by the following:
  - a. Statement on how the determination was made that the item(s) requested is/are only available from one source.
  - b. Statement on company letterhead from vendor attesting to the fact that the item(s) being requested is/are only available from that vendor.
  - c. Information concerning previous attempts to obtain competitive bids on the item(s) requested.
  - d. Names of those contacted in an effort to find other sources.
3. Sole source determination will need to be approved by the Finance Department before purchase is made.

**G. Emergency Purchases –** These purchases are exempt from competitive bidding.

1. Items purchased in case of public calamity to relieve the needs of the citizens or to preserve Town/County property.
2. Items to preserve or protect the public health or safety of the residents of the Town/County.

3. Items necessary because of unforeseen damage to public property.

**H. Other Exemptions from Competitive Bidding** - These items are exempt from competitive bidding. However, any use of Town funds over \$50,000 must be approved by Town Council.

1. Personal or professional services
2. Work paid for on a daily basis (day labor)
3. Land or right of way
4. State of Texas Catalog Purchases
5. Interlocal Cooperative Purchasing Contracts (e.g., DIR Direct, HGAC, TASB/Buyboard, Tarrant County)

**I. Competitive Bidding and Proposals** – Invitations for Bid, Request for Proposals (RFP) and Request for Qualifications (RFQ) are means for notifying the vendors that the government has specific requirements for goods/service and that they are being offered an opportunity to fulfill those requirements. Specific competitive bidding requirements on public works contracts can be found in Chapter 271 of the Texas Local Government Code, Subchapter B.

1. Competitive bidding provides a means for the available vendors to compete with each other to provide goods and/or services.
  - a. The purpose of the competitive bidding is to ensure that public monies are spent properly, legally and that the best possible value is received for the money. It is also to give qualified and responsible vendors a fair and equitable opportunity to do business with the City.
  - b. When purchasing through the State of Texas (Comptroller) it is still recommended that competitor's pricing be obtained to show that prices are in line.
  - c. Formal sealed bids are used for those bids exceeding \$50,000. They are required to be advertised in a local newspaper and publicly opened at a set date and time that shall be at least fourteen (14) days after the first of two advertisements.
2. Competitive proposals are similar to competitive bids, but are limited by Texas statutes. They can only be used for procurements of high-technology products or services and in some cases for procuring insurance. Although there is no legal requirement to do so, proposals are often used to procure professional and personal services. The Professional Services Procurement Act prohibits using competitive bids to procure those
  - a. Specifications are written using performance standards rather than the description of the good or service.

- b. Vendors submit proposals of their own design for a system to satisfy the requirement set forth in the proposal. Proposals may incorporate entirely different hardware or services to accomplish the same performance.
- c. After proposals are received, the Town may enter into negotiations with as many vendors as have submitted feasible proposals in order to arrive at the best possible proposal for each vendor.

**J. Cooperative Purchasing** – Cooperative purchasing is one of the ways that local governments can save time and money in their purchasing programs. It occurs when two or more entities (state, federal or local governments) coordinate some or all of their purchasing needs so that they can join in purchases to the mutual benefit of all the entities concerned (e.g. fuel, radio equipment, vehicles). A local government cooperative purchasing agreement must be developed and approved by the Town Council. The Town currently has interlocal agreements with Tarrant and Collin Counties.

- 1. The benefits are:
  - a. Lower costs through increased volume.
  - b. Lower (shared) administrative costs.
  - c. Improved response from vendors.
  - d. Shared experience leading to better product specifications.
  - e. Better compliance with state statutes on purchasing.
- 2. There are several ways cooperative purchasing can be done.
  - a. Entering into a cooperative agreement with another government entity for a bid.
  - b. Two or more governments may join to purchase one or more goods/services jointly.
  - c. Buying from state contracts.
  - d. Purchasing through a third party (e.g. Houston-Galveston Administrative Council).
- 3. Legal Constraints – There are different statutes for different types of government. When purchasing cooperatively, the strictest statute should apply.

## **K. Signature Authority**

Each Department Director delegates signature authority for their division. Authorized personnel are then allowed to sign for requisitions and/or receiving reports to the specified amount.

- Typically, those with signature authority are department heads/ supervisors (anyone in charge of a budget) and Administrative Assistants.
- Department Directors are required to approve all purchases exceeding \$500. Expenditures of \$500 or less can be delegated for signature authority at the discretion of the Department Director
- Any purchases over \$50,000 require advanced Town Council approval.
- A letter or memorandum must be on file with Finance if signatory authority is delegated to anyone other than a Department Director or Department Head. This communication must be directed to the Director of Finance or Assistant Finance Director.
- If you have questions about signature authority, call Finance for more details.

**EXHIBIT**  
**FUND BALANCE POLICY**  
**GASB 54**

## ORDINANCE NO. 1070

### **AN ORDINANCE ADOPTING A POLICY FOR REPORTING FUND BALANCES AS REQUIRED BY THE GOVERNMENTAL ACCOUNTING STANDARDS BOARD ("GASB") STATEMENT 54 EFFECTIVE FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2011.**

WHEREAS, the Governmental Accounting Standards Board ("GASB") released Statement 54-"Fund Balance Reporting and Governmental Fund Type Definitions" to become effective for the fiscal year ending September 30, 2011; and

WHEREAS, GASB Statement 54 requires adoption of a policy for reporting fund balances in governmental funds excluding enterprise and internal service funds by the highest level of legal authority (Town Council); and

WHEREAS, the Town of Little Elm (the "Town"), as required by the state and federal governments to ensure fiscal and operational accountability of local governments, maintains authoritative accounting and financial reporting standards in accordance with Generally Accepted Accounting Principles ("GAAP") as established by GASB; and

WHEREAS, it is the intention of the Town to adopt a Policy for Reporting Fund Balances in Governmental Funds to ensure compliance with GASB 54 as set forth in Exhibit "A" attached to this Ordinance; and

**NOW, THEREFORE, BE IT ORDAINED by the Town Council of Little Elm, Texas, as follows:**

1. Currently, fund balance is classified for reporting purposes as "reserved" or "unreserved". Unreserved fund balance may be further allocated into "designated" or "undesignated". GASB 54 establishes the hierarchy of five classifications of fund balance reporting for governmental funds as described below:
  - a. *Non-Spendable Fund Balance* consists of funds that cannot be spent due to their form or funds that legally or contractually must be maintained intact.
  - b. *Restricted Fund Balance* consists of funds that are mandated for a specific purpose by external parties, constitutional provisions or enabling legislation.
  - c. *Committed Fund Balance* consists of funds that are set aside for a specific purpose by the highest level of decision making authority (Town Council). Formal action must be taken prior to end of the fiscal year. The same formal action must be taken to remove or change the limitations placed on the funds.
  - d. *Assigned Fund Balance* consists of funds that are set aside with the intent to be used for a specific purpose(s) and the intent does not have to be determined by the highest level of decision making authority (Town Council). Assigned funds may be constrained but Town Council delegates authority to the Town Manager or their designee to assign amounts. Assigned funds cannot cause a deficit in unassigned fund balance.
  - e. *Unassigned Fund Balance* consists of excess funds that have not been classified in the previous four categories and have not been restricted,

committed or assigned and are available for any purpose. This category also provides the resources necessary to meet unexpected expenditures and revenue shortfalls.

2. Establish a spending prioritization policy in which the order of use of unrestricted resources when any of these amounts are available for expenditure as committed amounts that should be reduced first, followed by the assigned amounts, and then the unassigned amounts, if applicable.
3. A minimal percentage of unassigned fund balance in the general fund may be budgeted to balance the operating budget in any given year. A budgeted use of unassigned fund balance that results in a weakened cash position for the Town should be avoided.
4. All assignments of fund balance at the fund level require action of Town Council. When it is appropriate for fund balance to be assigned, the Town Council shall delegate authority to the Town Manager or their designee.
5. Beginning General Governmental fund balances in the year of implementation are classified as shown below:
  - a. General Fund- Unassigned Fund Balance
  - b. General Fund- Unreserved, designated Fund Balance as Assigned Fund Balance
  - c. All Other Special Revenues, Capital Project, Debt Service Funds and Non-Major Funds as Assigned Capital Projects; Unassigned Debt Service and Special Revenue Fund Balances.
6. That the provisions of the Ordinance take effect immediately.

Adopted this the 20<sup>th</sup> Day of September, 2011.

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Mayor or Mayor Pro-Tem

ATTEST:

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Kathy Phillips, Town Secretary



# ***TOWN OF LITTLE ELM***

## **FUND BALANCE POLICY**

### **Purpose and Overview**

The purpose of this policy is to establish guidelines for fund balance levels within each of Town of Little Elm's funds. It is essential that the Town maintain adequate levels of fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, or adverse circumstances. The fund balance level is also designed to provide an appropriate amount of working capital for the Town's general operations. In general, the Town of Little Elm should strive to avoid appropriating fund balance for recurring expenses. However, in the event that fund balance is used to support recurring expenses, the budget should clearly identify the uses of fund balance and provide an explanation of the circumstances requiring the use of fund balance. In addition, the budget should also address the future potential uses of fund balance for operating expenditures.

### **Definitions and Categories**

*Fund Balance* – Defined as the difference between a fund's assets and liabilities. According to the Governmental Accounting Standards Board (GASB) statement number 54, fund balance must be allocated into one the following five categories:

1. *Non-spendable Fund Balance* – includes amounts that are not in a spendable form or are legally or contractually required to be maintained intact. Examples include inventory or endowments.
2. *Restricted Fund Balance* – includes amounts that can be spent only for the specific purposes stipulated by external resource providers either constitutionally or through enabling legislation. Examples include grants and hotel occupancy taxes.
3. *Committed Fund Balance* – includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. Commitments may be changed or lifted only by the government taking the same formal action that imposed the constraint originally.
4. *Assigned Fund Balance* – comprises amounts intended to be used by the government for specific purposes. Intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.
5. *Unassigned Fund Balance* – is the residual classification of the general fund and includes all amounts not contained in the other classifications. Unassigned amounts are technically available for any purpose.

Note: The above fund balance categories only apply to governmental funds.

### **Fund Balance Policy**

#### *Committed Fund Balance*

The Town Council is the Town's highest level of decision-making authority and the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is an ordinance adopted by the Town Council. The ordinance must either adopt<sup>45</sup> or rescind the commitment, as applicable, prior to

## **FUND BALANCE POLICY (Continued)**

the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in the subsequent period.

### *Assigned Fund Balance*

The Town Council authorizes the Town Manager or his/her designee as the official authorized person to assign fund balance to a specific purpose approved by this fund balance policy.

### *Order of Expenditure of Fund Balance*

When multiple categories of fund balance are available for expenditure (for example, a construction project is being funded partly by a grant, funds set aside by the Town Council, and unassigned fund balance), the Town will start with the most restricted category and spend those funds first before moving down to the next category with available funds. Normally this would result in the use of restricted, then committed, then assigned, and lastly, unassigned fund balance.

### *Minimum Unassigned Fund Balance*

It is the goal of the Town to achieve and maintain an unassigned fund balance in the general fund equal to 25% of budgeted expenditures for unanticipated expenditures, unforeseen revenue fluctuations, or other adverse circumstances. The fund balance level, however, may be reduced to the equivalent of 15% of budgeted expenditures in unusual financial circumstances. However, if such a situation occurs, the Town will implement necessary corrective action within a three-year plan to restore the unassigned fund balance to the equivalent of twenty percent (25%) of budgeted expenditures.

### *Non-governmental fund balances*

The fund balance categories discussed above do not apply to proprietary funds according to GASB 54. While not required by the GASB, the Town recognizes the need to apply a minimum balance policy to the proprietary funds maintained by the Town. Therefore, the Town shall maintain a minimum ending working capital balance (current assets minus current liabilities) of at least eight percent (25%) of budgeted expenditures for each of the proprietary funds. If the working capital level should fall below the desired minimum, the Town will implement necessary corrective action within a two-year plan to restore the working capital balance to 25% of budgeted expenditures.

**GOVERNMENTAL FUNDS  
BALANCE SHEET  
September 30, 2010**

	2010				
	General Fund	Debt Service	Capital Project 2009 GO & CO Bonds	Nonmajor Governmental Funds	Total
<b>ASSETS</b>					
Cash and cash equivalents	\$ 4,694,481	\$ 293,190	\$ 8,438,812	\$ 1,870,080	\$ 15,296,563
Investments	-	-	15,730,198	1,500,000	17,230,198
Receivables, net of allowance for doubtful accounts					
Taxes	455,101	57,052	-	73,714	585,867
Other	697,332	-	884,615	43,729	1,625,676
Prepaid expenses	9,151	-	-	-	9,151
Inventories	26,259	-	-	-	26,259
<b>Total assets</b>	<b>\$ 5,882,324</b>	<b>\$ 350,242</b>	<b>\$ 25,053,625</b>	<b>\$ 3,487,523</b>	<b>\$ 34,773,714</b>
<b>LIABILITIES AND FUND BALANCES</b>					
Liabilities:					
Accounts payable and other current liabilities	\$ 592,552	\$ 300	\$ 1,229,189	\$ 356,368	\$ 2,178,409
Due to (from) other funds	-	-	-	-	-
Accrued interest payable	-	2,813	-	-	2,813
Retainage payable	-	-	323,734	21,360	345,094
Deferred revenue	282,852	45,266	83,791	1,899	413,808
<b>Total liabilities</b>	<b>875,404</b>	<b>48,379</b>	<b>1,636,714</b>	<b>379,627</b>	<b>2,940,124</b>
<b>Current Presentation: (PRE-GASB 54)</b>					
Fund balances:					
Reserved for:					
Inventory	26,259	-	-	-	26,259
Prepaid expenses	9,151	-	-	-	9,151
Unreserved, designated for, reported in:					
Unbudgeted expenditures	1,662,286	-	-	-	1,662,286
Unreserved, undesignated, reported in:					
Capital projects	-	-	23,416,911	2,563,497	25,980,408
Special revenue	-	-	-	544,399	544,399
Debt service	-	301,863	-	-	301,863
General fund	3,309,224	-	-	-	3,309,224
<b>Total fund balances</b>	<b>5,006,920</b>	<b>301,863</b>	<b>23,416,911</b>	<b>3,107,896</b>	<b>31,833,590</b>
<b>GASB 54 FORMAT</b>					
Fund balances:					
Nonspendable:					
Inventory	26,259	-	-	-	26,259
Prepaid expenses	9,151	-	-	-	9,151
Restricted for:	-	-	-	-	-
Committed to:	-	-	-	-	-
Assigned to:					
Unbudgeted expenditures	1,662,286	-	-	-	1,662,286
Capital projects	-	-	23,416,911	2,563,497	25,980,408
Unassigned:					
Special revenue	-	-	-	544,399	544,399
Debt service	-	301,863	-	-	301,863
General fund	3,309,224	-	-	-	3,309,224
<b>Total fund balances</b>	<b>5,006,920</b>	<b>301,863</b>	<b>23,416,911</b>	<b>3,107,896</b>	<b>31,833,590</b>
<b>Total liabilities and fund balances</b>	<b>\$ 5,882,324</b>	<b>\$ 350,242</b>	<b>\$ 25,053,625</b>	<b>\$ 3,487,523</b>	<b>\$ 34,773,714</b>

**“EXHIBIT”**

**PURCHASE CARD POLICIES AND  
PROCEDURES**



## PURCHASING CARD POLICIES AND PROCEDURES

### A. Purpose

The purpose of the Purchasing Card Program is to provide the Town with an efficient and controllable method of making small dollar commodity, service, and travel purchases. The Town will issue cards via JP Morgan Chase. The card will be primarily used in place of petty cash, small regular purchase orders, blanket purchase orders (where sales are made over-the-counter), emergency purchase orders, and other credit card use. This card policy is not intended to replace, but rather supplement existing purchasing policies and procedures.

### B. Advantages to the Town

- Better control of cash.
- Improved timeliness of paying vendors and recording expenditures.
- More frequent point of sale matching of expenditure and goods/services received.
- More internal control for purchases.
- Reduced paper work.
- Cards can be programmed for a particular use, such as travel, to help stream line the process.

### C. Usage

A. The card can be used for the following:

1. Any transaction that doesn't exceed the Cardholder's transaction limit.
2. Over-the-counter type retail purchases.
3. Purchases made by telephone or online.
4. Travel (including meals and lodging), conference fees, and training.
5. Any other business related purchase as long as goods/services purchased are **not** covered under a Town supply contract such as for fuel, utilities, cell phones, and computer equipment or software.

B. Purchases made on the card will be for Town business only. The card is not a personal line of credit. When in doubt as to whether a purchase is allowable under Town policy, the Cardholder should contact their Department Director before making the purchase.

C. Employee Expense Reports with Credit Card Transactions: Credit card purchases that are reported on travel expense reports will be itemized and copies of credit card receipts should be submitted as supporting documentation. The original receipts would accompany the card holder's monthly reconciliation.

#### IV. Duties and Responsibilities

##### A. CARDHOLDER

1. The Cardholder (employee issued a card) will on a monthly basis receive a statement of activity from JP Morgan Chase to reconcile his/her purchases by ensuring each charge on the statement is proper, sales tax was not applied, hard copy receipt is present, and each charge is updated with a proper description and cost center. The Cardholder will sign the monthly statement report, attach the reconciled cycle statement, the related receipts, and promptly submit to the Department Director for approval. After approving the hard copy cycle statement/receipts, the Department Director will forward them to the Program Administrator for review, general ledger updating and filing for audit purposes. The Cardholder will be required to complete the JPMorgan Chase "Cardholder Account Application Form and Instructions" (Appendix A).
2. Each Cardholder is responsible for all charges to his/her assigned card and a card is **not** to be loaned or made available to another employee or family member to purchase items for the Town.
3. Cardholder is responsible to maintain the card in a safe and secure manner that prevents unauthorized or improper use.
4. Each Cardholder shall use the card only for authorized purchases which are consumables goods and services used solely for Town business and are in compliance with the Town's Purchasing Policies. Cards should NOT be used to replace good planning of required items.

A hardcopy receipt listing each individual item purchased **must** be obtained from the vendor each time the card is used. A receipt from a restaurant must include the card swipe receipt with the tip amount and the original detail receipt itemizing the food/beverage order – this is generally the first cash ticket before card or cash presentment. Online and telephone charges must also be documented by a receipt, which may require the Cardholder to request the vendor to email, fax or mail the Cardholder a receipt.

5. **A Cardholder is responsible for immediately notifying JP Morgan Chase, his/her supervisor, and the Program Administrator if the card is lost or stolen. The contact number at JP Morgan Chase is 800-316-6056. The Cardholder shall then complete the Lost Card form and submit it to the Program Administrator promptly.**
6. Each Cardholder must acknowledge receipt of the purchase card, understand the rules of usage, and sign the "Employee Agreement Form" (Appendix B). Failure to abide by this Purchasing Card policy will result in revocation of card and disciplinary action up to termination of employment. The Cardholder will be required to reimburse any unauthorized transactions, with the Town reserving the right to withhold final paychecks until final reconciliation of purchases are resolved.
7. After the Cardholder makes a card purchase, the transaction will appear on the Cardholder's current statement under the cycle-to-date transactions. The transaction usually takes two to three days to appear online.

B. DEPARTMENT DIRECTOR (APPROVER)

1. The Department Director is responsible for providing guidance to the Program Administrator in designating Cardholders and what transaction and merchant limits shall apply to each card's use. The Director ensures that purchases are proper and within Town policies by approving each statement submitted by a Cardholder(s). Department Directors may implement more stringent internal authorization procedures that Cardholders must follow in order to make purchases with the card. In addition, activity reports are available for additional review by the Department Director if so requested.

The "approver" is the Department Director or supervisory level employee who is responsible for approving the Cardholder's use of the purchasing card. The Cardholder will be provided with a hard copy of the cycle statement monthly. It is the Cardholders responsibility to attach detailed receipts and submit the reconciled report in a timely manner to the Department Director who is responsible for signing off on the hard copy of the report prior to submission to Finance. After approval, the statement will be updated to the general ledger. It is imperative that all Cardholder's monthly report be into the Finance Department no later than the 20th day of each month.

2. Upon resignation, transfer, or termination of a Cardholder, the supervising Department Director shall notify the Program Administrator immediately and the card shall be turned in to the Program Administrator. In the event of unauthorized or inappropriate purchases, the Town reserves the right to withhold final paychecks until this is resolved.
3. In the event a Cardholder has used the card fraudulently, the Department Director shall immediately retrieve the card and report the misuse to the Program Administrator. **Fraudulent activity of any kind is cause for immediate suspension or termination which is handled through the Town's Human Resources Department.**

C. PROGRAM ADMINISTRATOR

1. The "Program Administrator" manages the purchasing card program and is the Town's point of contact for the card program. In the absence of the Program Administrator, the co-administrator is the point of contact. The administrator trains and sets up users, maintains card limits and documentation, and monitors the usage of the cards online, as well as the online and hard copy reconciliation and approval of the cycle statements. The administrator has no approval power over card transactions, but verifies all information about the transaction prior to downloading to the General Ledger. The administrator and backup are knowledgeable of all the procedures in the purchasing card policy. The administrator may not modify or revise the purchasing card policy, but rather is charged with implementing the policy and advising the Director of Finance of problems that may prompt a need to revise the policy.
2. Program Administrator is responsible for downloading the purchase card transactions into the general ledger after they have been reconciled by the Cardholder and approved by the Department Director. It is imperative that each Cardholder and approver routinely and promptly reconcile and approve the transactions and forward the hard copy approved cycle reports with attached receipts to the Program Administrator to afford timely recording of expenditures. A failure to process these steps in a prompt manner will subject the Cardholder to revocation of card privileges.

3. The Program Administrator will also report to the responsible Department Director and Director of Finance any Cardholder infractions or potential infractions. The Director of Finance in concert with all key stakeholders retains the sole right of determining if the cardholder remains active in the purchase card procurement program. Misuse and/or abuse of card privileges will be dealt with as follows:

**STRIKE 1:** The Department determines if the cardholder should be individually responsible for an inappropriate charge (see section VIII); if the individual should be allowed to continue in the program; and if any disciplinary action should be administered.

**STRIKE 2:** The Program Administrator and Director of Finance will determine if the individual Cardholder will continue in the card program; the Department Head will confer with Human Resources on disciplinary action as necessary.

**STRIKE 3:** The Program Administrator and Director of Finance will terminate the cardholder's privileges with deferral to the Human Resources Department for disciplinary action.

3. Completion of the Cardholder Affidavit Form and/or the Affidavit of Lost/ Destroyed Receipt Form will constitute a "strike" against the Cardholder.
4. Periodically the Program Administrator may review Cardholders activity, daily spending limits, monthly credit limits and restricted vendors with the assigned Department Head/Director to ensure safeguarding the integrity of the Purchase Card Program.

#### **V. JP MORGAN**

- A. Payment will be made to JP Morgan 30 days after the date of invoice, which includes charges during the past 30 day period. Payment will be processed regardless of whether the transactions have been approved by the Cardholder or approver.

#### **VI. CARD LIMITS & SALES TAX**

- A. Each individual purchasing card has individual transaction and/or monthly spending limits as well as restrictive merchant codes (MCC). The card may be restricted as to the number of swipes that may be made for a given period of time and vendors the Cardholder may purchase from. Card may also be restricted as to the daily, monthly, or transaction amount(s) of card purchases. A card transaction will be denied when swiped if the transaction exceeds any of the limits. These limits and restrictions can be adjusted on-line by the Program Administrator and will take effect immediately.
- B. As a tax-exempt government agency, the Town of Little Elm does not pay sales tax. The Card will display the Town's tax exempt number and each Cardholder will be provided with a tax exempt card indicating the Town's tax exemption status. Cardholders are responsible for insuring that the merchant does not include sales tax in the transaction. If tax is included, the Cardholder is responsible for reversal of the sales tax charge or reimbursing the Town for taxes paid.

#### **VII. RESTRICTIONS AND EXEMPTIONS**

- A. Employees may **not** use the card for the following:
  1. Any purchase of items for personal use.



2. Cash refunds or advances.
  3. Any purchase of goods/services or, at a merchant type not considered prudent or of good judgment.
  4. Any transaction amount greater than the Cardholder's transaction limit.
  5. Items under contract, unless an emergency exception is granted by the Director of Finance.
  6. Alcohol or liquor of any kind. Patronization of bars, drinking places and package liquor stores should not be paid for with the purchasing card.
  7. Separate, sequential, and component purchases or any transaction made with intent to circumvent the Town's purchasing policy or state law.
  8. Any other purchase specifically excluded in the Town purchasing policy.
  9. Fuel purchases in lieu of a fuel card.
  10. Computer hardware, software and services (except as approved by the Director of Finance or within the recommendations of the Town's IT Staff).
  11. Communications hardware, software and services (except as approved by the Director of Finance or the Town's IT Staff).
  12. Services - such as contracts and agreements.
  13. Entertainment - theater and movies, shows etc.
- B. Documentation: Supporting documentation, which lists each item purchased, must accompany each transaction.
- C. Personal Use Restrictions: The card may **not** be used to pay spouse/family expenses incurred while traveling. Only Town business expenses are allowable and the Cardholder will pay personal expenses separately.

## **VIII. Obtaining A Purchasing Card**

- A. Steps:
1. Department Director requests a procurement card and meets with Program Administrator to determine appropriate transaction limits.
  2. Employee submits a completed signed application form and employee agreement form to the Program Administrator.
  3. The Program Administrator will request issuance of purchasing card from JP Morgan Chase.
  4. Upon receipt of the card, the Program Administrator will schedule employee's training. Upon completion of training, the Cardholder signs the Cardholder agreement in the presence of the Program Administrator, and the Program Administrator issues the card to the new Cardholder.

## IX. Revocation of the Purchasing Card

- A. The purchasing card is subject to revocation at any time at the discretion of the Department Director. The Program Administrator will recommend to the Director of Finance and Department Director that the card be revoked upon indication of any violation of the Purchasing Card policy and procedures. When a card is revoked, changes are made on-line and take effect immediately. The Program Administrator is further authorized to temporarily suspend use of the card via electronic methods if unauthorized use is discovered and such use poses a threat to internal financial controls.

## X. Purchasing Card Activation

The cardholder must call JP Morgan Chase in order to activate the Purchasing Card before using the card. Upon receipt of the card, the cardholder must sign the back of the Purchasing Card and always keep the card in a secure place.

## XI. Cardholder Guidelines

**The Town of Little Elm's purchasing policy supersedes and guides the usage of the Purchasing Card program.** Violations of the purchasing policy will constitute abuse and be subject to the policy guidelines for infractions (Strike 1-2-3).

- A. All Cardholders should follow these guidelines below when using the Purchase Card

1. Determine if the transaction is an acceptable use of the card, and within the cardholder's spending limit as well as within purchasing policy guidelines.  
**All purchases are subject to available budget appropriations and compliance with the Town's Purchasing Policy.**

Spending limits per Purchasing Policy:

- |                         |                                |
|-------------------------|--------------------------------|
| a. \$0 - \$500          | Department Employee/Designee   |
| b. \$0 - \$4,999.99     | Department Head/Director       |
| c. \$5,000 - \$9,999.99 | Department Head & Town Manager |
2. Identify the supplier, call, fax or visit the supplier to place orders.
  3. If the order is by mail, specify cardholders name, The Town of Little Elm, Department and shipping instructions. Also specify the Purchasing Card number, expiration date and name as it appears on the card.
  4. Inform the vendor that the Town is tax-exempt. Forward or supply a copy of the tax-exempt form to the vendor if necessary.
  5. Confirm pricing and freight costs, making sure the total does not exceed the single transaction dollar limit that has been assigned to you.
  6. Request a hard copy of the pricing and freight costs to be faxed to the cardholder and/or included in the shipment. Inform the vendor that an invoice or statement should **NOT** be sent to Accounts Payable; otherwise a duplicate payment would be processed to the vendor.

7. Ask the supplier if a purchase order number is required. If a vendor/supplier requests a purchase order number, use your employee number.
8. Request that the vendor/supplier indicate your name and the words "P-Card" appear on all packing lists and box labels. This will enable the department to facilitate delivery of your order/purchase. Shipments without this information may be refused by the Town and returned to the vendor/supplier.

#### B. Receiving Supplies and Services

1. A copy of the charge slip, sales receipt or any other information related to the purchase must be kept and attached to the monthly card statement reconciliation report by the Cardholder.
2. The Cardholder should instruct the vendor on each purchase:
  - a. **DO NOT** send an invoice to Accounts Payable. This will prevent duplicate payments to the vendor. The sales receipt received by the Cardholder at the point of sale will be used to reconcile the monthly card statement.
  - b. The Town is **TAX-EXEMPT**. A tax-exempt form should be provided to the vendor upon request.

#### C. Returns, Credits and Disputed Charges

Should a problem arise with a purchased item, services or charge, every attempt should be made to first resolve the issue directly with the vendor/supplier. Review of future statements is vital to ensure the account is properly credited for returns, credits and disputed charges. The returned, credited or disputed item **MUST BE NOTED ON THE MONTHLY CARD STATEMENT RECONCILIATION REPORT.**

1. Returns: If a cardholder needs to return an item, contact the vendor/supplier and obtain instructions for return. Note that some vendor/suppliers may charge a restocking and/or handling fee for returns. Cash refunds are not allowed. **All returns should be indicated on the Monthly Card Statement Reconciliation Report.**

2. Credits: If the vendor/supplier accepts an item as a return, a credit for this item should appear on the following month's statement. **All credits should be indicated on the Monthly Card Statement Reconciliation Report.**

3. Disputed Items: If a Cardholder finds a discrepancy on a monthly statement, the Cardholder should contact the vendor/supplier and attempt to resolve the problem directly. **All disputed items should be indicated on the Monthly Card Reconciliation Report.** If a Cardholder cannot resolve a disputed item directly with a vendor, the cardholder should complete a Fraud and Lost Card Affidavit form (included with your packet) to the Finance Department.

## XII. Summary

As a public entity, the Town is expected to be able to demonstrate to the public that it has spent their tax dollars wisely. All participants in the purchasing card program are responsible for insuring purchases made with the card are in accordance with the terms and conditions of this and all other policies of the Town of Little Elm. Therefore, the Cardholder must make sure he/she

has adequate documentation, including a clear explanation of exactly what the purchase is for.

Participating in the purchasing card program will be the option of the employee as recognized by signing the User Agreement.

**XIII. Supplementary Forms (attached)**

1. Purchasing Card Employee Agreement
2. Fraud and Lost Card Affidavit Form
3. Affidavit of Lost or Destroyed Receipt



**TREE CITY USA<sup>®</sup>**  
Arbor Day Foundation



**TREE CITY USA<sup>®</sup>**  
Arbor Day Foundation

**LITTLE ELM BOY SCOUT TROOP**

**285**

**WILL BE IN ATTENDANCE TO  
PRESENT COLORS AND LEAD  
THE PLEDGE TO THE FLAGS**

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

**WORKSHOP**  
**AND**  
**REGULAR TOWN COUNCIL MEETING**  
**Tuesday February 7, 2012**

**Present:** Charles Platt Mayor, Curtis Cornelious Mayor Pro-tem, Council members Richard Stevens, Stephanie Shoemaker, Brandon Gerard, and Bill Roebken. Staff: Doug Peach, Robert Brown, Kathy Phillips, Alan Dickerson, Dianne Lawson, Scott Westenhoefer, Jason Laumer, Lynn Tompkins, Dee Dee Hale, Tony Chrisman, Joe Florentino, Brian Roach, and Waylan Rhodes.

**1. Call to Order Council Work Shop at 6:00 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. Upon motion by Council member Gerard and second by Council member Shoemaker the members **voted 6-0** to 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. **Jason Laumer** Director of Development Services informed Council that the architect, Hidell & Associates, had been working on ideas and concepts for the remodel of the first floor of Town Hall as part of the Library and Remodel Capital Improvement Project. Hidell & Associates are here to present the preliminary layout of the first floor of Town Hall, construction phasing, and to 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 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. The next step is to finish Design Development in January 2012 and to continue on design into the construction 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 Phase I to fill 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 upstairs to allow for the complete demo of the west side of Town Hall for the library expansion. Then move the library into the new space for a completed demo of the east side of Town Hall. Mr. Hidell gave power point presentation. Development Services Director to bring back options to Council at the March 6<sup>th</sup> meeting regarding funding of the project.

- e. Receive presentations: proposals from Executive Search Firms to recruit a person for the position of Town Manager. **Doug Peach** Interim Town Manager stated that as directed at a previous meeting he had 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. Representatives of the firms are present tonight to provide a brief presentation and address question from Council. Representatives from all three firms gave a brief presentation to council.
- f. Presentation of monthly updates from department heads: Development Services Director Jason Laumer informed council of (2) free grants that were being submitted. Also staff is looking into FEMA grant regarding a Hazard Mitigation Plan. That Staff was also discussing signal work with Kroger on FM 423 by Goody Goody.

## 2. **Presentations and Announcements:**

- a. Mayor Platt presented certificate of testimony from Senator Jane Nelson to Jasmin Purdy, Chris Platt and Charles Platt Jr. regarding their successful completion of the 2011 Teen Court Program. He also thanked and recognized Hugene Purdy for in involvement in the Teen Court Program.

## 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
- 6. Public Comments: **NONE**
- 7. Upon motion by Council member Roebken and second by Council member Shoemaker the members **voted 6-0** to approve the Consent Agenda as presented:



- a. **Minutes** of the January 17, 2012 Workshop and Regular Meeting.
- b. **Final Plat** Dominion at Lakeview-Sunset Pointe Phase 23 from Dowdey, Anderson, and Associates, Inc., generally located northeast of Lakemont Drive along Foundation Gate Drive.
- c. **Quarterly Investment Report** for the period ending December 31, 2011.
- d. **Quarterly Budget and Financial Report** for period ending December 31, 2011.
- e. **Appointment** of Melissa Myers as member to the Parks and Recreation Board to fill an unexpired term ending 05-01-2013.
- 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.
- 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-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.
- 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.

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

- a. Upon motion by Council member Stevens and second by Council member Gerard the members **voted 6-0** to select the Executive Search Firm-Strategic Government Resources (SGR) to recruit for the position of the Town Manager and to authorize Interim Town Manager to execute a contract for the same.
- b. Upon motion by Council member Cornelious and second by Council member Stevens the members **voted 6-0** 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.

- c. Upon motion by Council member Roebken and second by Council member Gerard the members **voted 6-0** to approve Joint Election Agreement and Contract for Election Services between the Town and Denton County Elections Administrator.
- d. Upon motion by Council member Gerard and second by Council member Stevens the members **voted 6-0** 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.
- e. Upon motion by Council member Roebken and second by Council member Stevens the members **voted 6-0** 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 within the Town and authorize Mayor to sign the Robertson Elementary Offsite Playground Interlocal Agreement and License for the same.
- f. Upon motion by Council member Cornelious and second by Council member Shoemaker the members **voted 6-0** 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.
- g. Upon motion by Council member Stevens and second by Council member Gerard the members **voted 6-0** 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.

9. **FYI:** (All matters are provided to the Town Council for informational purposes only)

- a. Thank You from Tompkins Family.

10. Adjourned Work Shop and Regular Meeting **at 7:51 p.m.**

Respectfully,



Casey Phillips

Town Secretary

**Passed and Approved this \_\_\_\_ day of \_\_\_\_\_ 2012.**

**From:** [Dusty McAfee](#)  
**To:** [Dusty McAfee;](#)  
**Subject:** Board of Adjustment  
**Date:** Tuesday, February 14, 2012 4:21:15 PM

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### Little Elm Board of Adjustments Members

I am accepting an alternate position on the Little Elm EDC effective upon Town Council approval. Unfortunately at this time, both the EDC and BOA are sovereign boards and I cannot serve on both concurrently. I have enjoyed working with the BOA, and look forward to working with you and other citizens and employees of Little Elm in my new role. I wish everyone the best in the future.

Jennette, I only have Bill and Stephanie's email addresses. Can you please forward this to Chris and Yvonne?

Regards,

Robert Anderson

214-592-7327

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Town of Little Elm

# TOWN OF LITTLE ELM

## Town Council

### STAFF REPORT



**PROJECT:** Board and Commission Reappointments

**HEARING DATES:** Town Council: **03/06/12**

**REQUEST:** Reappoint existing Board and Commission members.

**PLANNING ANALYSIS:** Planning and Zoning Commission member positions 1 and 4, Board of Adjustment member positions 2 and 4, and Alternate Panel member position 7 expired at the end of February. All members are in good standing, have expressed a desire to continue serving in their respective roles, and have yet to encounter term limits.

**RECOMMENDED ACTION:**

1. Reappoint Deleon English to position 1 on the Planning and Zoning Commission for a 3 year term, expiring 2-28-15.
2. Reappoint Bryan Lewis, Jr to position 4 on the Planning and Zoning Commission for a 3 year term, expiring 2-28-15.
3. Reappoint Bill Horner to position 2 on the Board of Adjustment for a 2 year term, expiring 2-28-14.
4. Reappoint Stephanie Gregg to position 4 on the Board of Adjustment for a 2 year term, expiring 2-28-14.
5. Reappoint Brian Rawlins to Alternate Panel position 7 for a 3 year term, expiring 2-28-15.

**TOWN CONTACT:** Dusty McAfee, AICP – Planning Manager

**ATTACHMENTS:** Existing Roster

Planning & Zoning Commission				
Name	Place	Office	Expires	Current Term
			3 year terms	3-Term Limit
Deleon English	1 - Regular		2/28/2012	1
Michael McClellan	2 – Regular	Chair	2/28/2013	3
Ann Brooks	3 – Regular		2/28/2014	1
Bryan Lewis, Jr	4 – Regular		2/28/2012	1
Charlie Davis	5 – Regular	Vice - Chair	2/28/2013	3
Board of Adjustment				
			2 year terms	2-Term Limit
Chris Morris	1 – Regular		2/28/2013	0
Bill Horner	2 – Regular		2/28/2012	1
Yvonne Allen-Esakoff	3 – Regular		2/28/2013	0
Stephanie Gregg	4 – Regular	Vice - Chair	2/28/2012	1
Robert Anderson	5 – Regular	Chair	2/28/2013	2
Alternate Panel				
			3 year terms	No Term Limit
Richie Rockwell	6 – Alternate		2/28/2014	
Brian Rawlins	7 – Alternate		2/28/2012	
Nathan Christensen	8 – Alternate		2/28/2013	
Ryan Pierson	9 – Alternate		2/28/2014	
Town Staff				
Dusty McAfee, AICP		Planning Manager	214-975-0444	
Tabatha Miller		Development Services Coord.	214-975-0472	
Dale McKendrick		Building Official	214-975-0457	
Jason Laumer, P.E.		Director / Engineer	214-975-0473	

# TOWN OF LITTLE ELM

## AGENDA INFORMATION SHEET:

### COUNCIL MEETING

**DATE:** March 6, 2012

**PROJECT:** **Radio Read Water Meter Bid# 020712-6102**

**DESCRIPTION:** On February 7, 2012 the Town of Little Elm received and opened bids for the purchase of Radio Read Water Meters. The Radio Read Water Bid was advertised and was delivered to eight (8) vendors that sell and service Master Meter Radio Read Water meters. The vendors that received bid documents from Town Staff were; Texas Meter and Sewer Company of Princeton, Texas, Texas Water Products Inc., Fort Worth, Texas, Britton Meter Supply Red Oak, Texas, Underground Supply of Longview, Texas, Big Country Water Works Supply of Brownwood, Texas, Home Pipe and Supply Brownwood, Texas, Southwest Meter and Supply of Marshall, Texas, and Coburn Supply Company of Lufkin, Texas. Of the eight vendor's only two vendors (Southwest Meter and Supply, and Britton Meter Supply) submitted bids. Bids were received from two vendors: Britton Meter Supply - \$155,283.81 and Southwest Meter and Supply - \$166,885.65 plus a discount of \$2,194.80 equaling \$164,690.85, Britton Meter Supply submitted the low bid of \$155,283.81.

Britton Meter Supply is a reputable vendor in Texas and provider of the Master Meter brand water meters, which is the brand of water meter that the Town uses.

**COST:** \$155,283.81

<b>FUNDING:</b>	<b>Acct. Name &amp; No</b>	<b>Original Budget</b>
	612-61-6357	\$150,000

**SCHEDULE:** The bid term is from March 6, 2012 to March 31, 2013

### RECOMMENDED

**ACTION:** **Staff recommends Council to Approve Britton Meter Supply bid in the Amount of \$155,283.81 in response to Bid#**

**020712-6102 for the procurement of Radio Read Meters and  
Authorize Staff purchase meters as needed.**

**TOWN CONTACT:** Kevin C. Mattingly: 972-377-5556, [kmattingly@littleelm.org](mailto:kmattingly@littleelm.org)

**ATTACHMENTS:** Bid Tabulation, Completed Bid Packets



# BID TABULATION

## TOWN OF LITTLE ELM

Radio Read Water Meters Bid # 020712-6102

BID DATE: February 07, 2012 at 2:00 P.M.

Bidder	BID BOND	# OF DAYS	TOTAL BID AMOUNT		Comments
Texas Meter and Sewer Company 895 E. Princeton Dr. Princeton, Texas 75407 Office: 972-736-3200 <a href="mailto:cas.texasmeter@att.net">cas.texasmeter@att.net</a>  Contact: Cass	NA	3/6/2012 to 3/31/2013	5/8" X 3/4"Meters 1" Meters 11/2" Flanged Meters 2" Flanged Irrigation Meters 2" Flanged Compound Meters 3" Flanged Compound Meters 5/8" X 3/4" Registers 2" Irrigation Registers 3" Hydrant Meter  Total % Discount For orders overs 200 5/8"X3/4" Meters	600 40 4 12 15 3 40 20 6  \$ -	
Texas Water Products, Inc. 5825 E. Berry St. Fort Worth, Texas 76119 Office 817-457-9988 <a href="mailto:metro8176542006@texaswaterproducts.com">Metro 817-654-2006</a> <a href="mailto:no@texaswaterproducts.com">no@texaswaterproducts.com</a> <a href="mailto:steve@texaswaterproducts.com">steve@texaswaterproducts.com</a>  Contact: Nicholas Ocura	NA	3/6/2012 to 3/31/2013	5/8" X 3/4"Meters 1" Meters 11/2" Flanged Meters 2" Flanged Irrigation Meters 2" Flanged Compound Meters 3" Flanged Compound Meters 5/8" X 3/4" Registers 2" Irrigation Registers 3" Hydrant Meter  Total % Discount For orders overs 200 5/8"X3/4" Meters	600 40 4 12 15 3 40 20 6  \$ -	
Britton Meter Supply P.O. Box 813 Red Oak, Texas 75154 Office 972-617-5255 <a href="mailto:brittonmetersupply@att.net">britton metersupply@att.net</a>  Contact: Beth Britton	NA	3/6/2012 to 3/31/2013	5/8" X 3/4"Meters 1" Meters 11/2" Flanged Meters 2" Flanged Irrigation Meters 2" Flanged Compound Meters 3" Flanged Compound Meters 5/8" X 3/4" Registers 2" Irrigation Registers 3" Hydrant Meter  Total % Discount For orders overs 200 5/8"X3/4" Meters	600 \$100,908.00 40 \$ 9,114.40 4 \$ 1,417.40 12 \$ 5,824.68 15 \$ 21,091.05 3 \$ 5,266.74 40 \$ 5,411.60 20 \$ 3,317.80 6 \$ 2,932.14  \$155,283.81 \$ -	
Underground Supply P.O. Box 8030 Longview, Texas 75607 Office 903-757-2121 <a href="mailto:blaise@undergroundutilitysupply.com">blaise@undergroundutilitysupply.com</a>  Contact:	NA	3/6/2012 to 3/31/2013	5/8" X 3/4"Meters 1" Meters 11/2" Flanged Meters 2" Flanged Irrigation Meters 2" Flanged Compound Meters 3" Flanged Compound Meters 5/8" X 3/4" Registers 2" Irrigation Registers 3" Hydrant Meter  Total % Discount For orders overs 200 5/8"X3/4" Meters	600 40 4 12 15 3 40 20 6  \$ -	

<b>Big Country Water Works Supply</b> 1025 Early Blvd. Brownwood, TX 76802 Office: 972-646-2042 <a href="mailto:bjetton-bcww@verizon.net">bjetton-bcww@verizon.net</a>  Contact: Brad Jetton	NA	3/6/2012 to 3/31/2013	5/8" X 3/4"Meters 600 1" Meters 40 11/2" Flanged Meters 4 2" Flanged Irrigation Meters 12 2" Flanged Compound Meters 15 3" Flanged Compound Meters 3 5/8" X 3/4" Registers 40 2" Irrigation Registers 20 3" Hydrant Meter 6  <b>Total</b> \$ - <b>% Discount For orders overs 200 5/8"X3/4" Meters</b>	
<b>Horne Pipe and Supply</b> 3005 Avenue D Brownwood, TX 76802 Office: 915-643-5731 <a href="mailto:renee.greenhaw@verizon.net">renee.greenhaw@verizon.net</a>  Contact: Renee	NA	3/6/2012 to 3/31/2013	5/8" X 3/4"Meters 600 1" Meters 40 11/2" Flanged Meters 4 2" Flanged Irrigation Meters 12 2" Flanged Compound Meters 15 3" Flanged Compound Meters 3 5/8" X 3/4" Registers 40 2" Irrigation Registers 20 3" Hydrant Meter 6  <b>Total</b> \$ - <b>% Discount For orders overs 200 5/8"X3/4" Meters</b>	
<b>Southwest Meter and Supply</b> 308 West Travis Marshall, TX 75670 Office: 903-935-5293 <a href="mailto:cnickerson@southwestmeters.com">cnickerson@southwestmeters.com</a>  Contact: Charles Nickerson	NA	3/6/2012 to 3/31/2013	5/8" X 3/4"Meters 600 \$109,740.00 1" Meters 40 \$ 8,312.00 11/2" Flanged Meters 4 \$ 1,594.60 2" Flanged Irrigation Meters 12 \$ 6,552.60 2" Flanged Compound Meters 15 \$ 21,921.75 3" Flanged Compound Meters 3 \$ 5,595.90 5/8" X 3/4" Registers 40 \$ 5,814.00 2" Irrigation Registers 20 \$ 3,564.00 3" Hydrant Meter 6 \$ 3,790.80  <b>Total</b> <b>\$166,885.65</b> <b>% Discount For orders overs 200 5/8"X3/4" Meters</b> <b>\$2,194.80</b> <b>Total With Discount</b> <b>\$164,690.85</b>	
<b>Coburn Supply Company</b> 2411 West Frank Lufkin, TX 75901-7807 Office: 936-634-5539 <a href="mailto:mrogers@coburns.com">mrogers@coburns.com</a>  Contact: Mike Rogers	NA	3/6/2012 to 3/31/2013	5/8" X 3/4"Meters 600 1" Meters 40 11/2" Flanged Meters 4 2" Flanged Irrigation Meters 12 2" Flanged Compound Meters 15 3" Flanged Compound Meters 3 5/8" X 3/4" Registers 40 2" Irrigation Registers 20 3" Hydrant Meter 6  <b>Total</b> \$ - <b>% Discount For orders overs 200 5/8"X3/4" Meters</b>	

**BID SHEET****SECTION 1:****RADIO BASED METERS**

<b>Quantity</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
600	5/8" X 3/4" Meter	\$ <u>168.18</u> /unit	\$ <u>100,908.00</u>
40	1" Meter	\$ <u>227.86</u> /unit	\$ <u>9,114.40</u>
4	1 1/2" Flanged Meter	\$ <u>354.35</u> /unit	\$ <u>1,417.40</u>
12	2" Flanged Irrigation Meter	\$ <u>485.39</u> /unit	\$ <u>5,824.68</u>
15	2" Flanged Compound Meter	\$ <u>1,406.07</u> /unit	\$ <u>21,091.05</u>
3	3" Flanged Compound Meter	\$ <u>1,755.88</u> /unit	\$ <u>5,266.74</u>
40	5/8" X 3/4" Registers	\$ <u>135.29</u> /unit	\$ <u>5,411.60</u>
20	2" Irrigation Registers	\$ <u>165.88</u> /unit	\$ <u>3,317.80</u>
6	3" Fire Hydrant Meter	\$ <u>488.69</u> /unit	\$ <u>2,932.14</u>

**TOTAL OF SECTION I:**\$ 155,283.81

% discount for orders over 200 5/8" X 3/4" Meter

- 0 - %

## BIDDER REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The Town of Little Elm prefers customers of similar size and scope o work to this proposal. ***THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL***

### REFERENCE ONE

Government/Company Name: Rockett SUD

Address: P. O. Box 40 Red Oak, Texas 75154

Contact Person and Title: Bart Harrison

Phone: 972-617-3524 Fax: 972-617-0030

Contract Period: Present Scope of Work: Water Meters

### REFERENCE TWO

Government/Company Name: City of Midlothian

Address: 1050 Hwy 67, Midlothian, Texas 76065

Contact Person and Title: Randy Pickett - Water Meter Supervisor

Phone: 972-775-1083 Fax:

Contract Period: Present Scope of Work: Water Meters

### REFERENCE THREE

Government/Company Name: Mountian Peak SUD

Address: 5671 Waterworks Road, Midlothian, Texas 76065

Contact Person and Title: Rubèn

Phone: 972-921-9397 Fax: 972-775-6508

Contract Period: Present Scope of Work: Water Meters

**AFFIDAVIT**

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 (ninety) days unless otherwise noted by bidder), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF TEXAS

COUNTY OF ELLIS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared

Mary E Britton

Who, after having first been duly sworn, upon oath did depose and say;

That the foregoing proposal submitted by \_\_\_\_\_

Hereinafter called the "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not been prepared in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

Britton Meter Supply, Inc.  
P. O. Box 813  
Red Oak, Texas 75154  
 Telephone Number: 972-617-5255  
 Fax Number: 972-576-0600

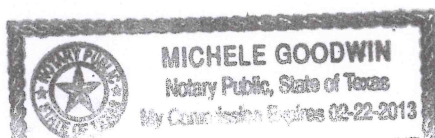
Mary E Britton  
 Signature

Mary E. Britton  
 Name

President  
 Title

SWORN TO AND SUSCRIBED BEFORE ME THIS 31st DAY OF January, 20 12.

Michele Goodwin  
 Notary Public in and for the State of TEXAS





**BID SHEET****SECTION 1:****RADIO BASED METERS**

<b>Quantity</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
600	5/8" X 3/4" Meter	\$ <u>182.90/unit</u>	\$ <u>109740.00</u>
40	1" Meter	\$ <u>207.80/unit</u>	\$ <u>8312.00</u>
4	1 1/2" Flanged Meter	\$ <u>398.65/unit</u>	\$ <u>1594.60</u>
12	2" Flanged Irrigation Meter	\$ <u>546.05/unit</u>	\$ <u>6552.60</u>
15	2" Flanged Compound Meter	\$ <u>1461.45/unit</u>	\$ <u>21921.75</u>
3	3" Flanged Compound Meter	\$ <u>1865.30/unit</u>	\$ <u>5595.90</u>
40	5/8" X 3/4" Registers	\$ <u>145.35/unit</u>	\$ <u>5814.00</u>
20	2" Irrigation Registers	\$ <u>178.20/unit</u>	\$ <u>3564.00</u>
6	3" Fire Hydrant Meter	\$ <u>631.80/unit</u>	\$ <u>3790.80</u>

**TOTAL OF SECTION I:**\$ 166885.65

% discount for orders over 200 5/8" X 3/4" Meter

TWO (2) %

TELEPHONE SUPPORT 800-928-6388 HOURS 8:00 - 6:00 EASTERN TIME  
 RESPONSE TIME: ALL CALLS ARE DIRECT TO SUPPORT PERSONNEL AND ARE ANSWERED  
 IN THE ORDER RECEIVED.

DELIVERY WITHIN 10 DAYS

PRICES WILL BE HELD FIRM FOR A PERIOD OF ONE (1) YEAR FROM DATE OF AWARD AS LONG AS THE MATERIALS OF CONSTRUCTION REMAIN THE SAME AS CURRENTLY MANDATED BY AWWA STANDARDS AND CURRENT MATERIAL COST REMAIN THE SAME AS OF FEBRUARY 6, 2012. SHOULD DIFFERENT MATERIALS OF CONSTRUCTION BE REQUIRED AS A RESULT OF LEGISLATION OR AWWA STANDARD CHANGES OR CURRENT MATERIAL COST INCREASE DURING THE TERM OF THIS QUOTATION, MASTER METER, INC. WILL INCREASE PRICES BY THE ACTUAL ADDITIONAL COST PLUS FIFTEEN PERCENT.

**BIDDER REFERENCES**

Please list three (3) references of current customers who can verify the quality of service your company provides. The Town of Little Elm prefers customers of similar size and scope o work to this proposal. ***THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL***

**REFERENCE ONE**

Government/Company Name: CITY OF JEFFERSON  
 Address: 102 N. POLK ST. JEFFERSON, TX 75657  
 Contact Person and Title: ALLAN WHATLEY, WATER/WASTEWATER SUPT.  
 Phone: 903-665-2832 Fax: 903-665-1002  
 Contract Period: DAILY Scope of Work: MUNICIPAL WATER WORKS  
NEEDS

**REFERENCE TWO**

Government/Company Name: HARLETON WATER SUPPLY  
 Address: 179 COMMUNITY ST. HARLETON, TX 75651  
 Contact Person and Title: PAT MCGILL, SYSTEM MANAGER  
 Phone: 903-777-3740 Fax: N/A  
 Contract Period: DAILY Scope of Work: RURAL WATER WATERWORKS  
NEEDS

**REFERENCE THREE**

Government/Company Name: LEIGH WATER SUPPLY CORPORATION  
 Address: 2121 FM 1999 KARNACK, TX 75661  
 Contact Person and Title: BUDDY POWER, MANAGER  
 Phone: 903-679-3140 Fax: 903-679-3148  
 Contract Period: DAILY Scope of Work: RURAL WATER WATERWORKS  
NEEDS

**AFFIDAVIT**

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 (ninety) days unless otherwise noted by bidder), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF TEXAS

COUNTY OF HARRISON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of TEXAS, on this day personally appeared

CHARLES E. NICKERSON

Who, after having first been duly sworn, upon oath did depose and say;  
That the foregoing proposal submitted by SOUTHWEST METER & SUPPLY CO., INC.

Hereinafter called the "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not been prepared in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee agent to any other person engaged in this type of business prior to the official opening of this bid.

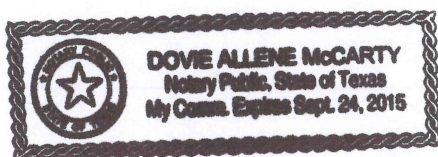
Name and Address of Bidder:

SOUTHWEST METER & SUPPLY CO., INC.

308 W. TRAVIS  
MARSHALL, TX 75670  
Telephone Number: 903-935-5293  
Fax Number: 903-935-9444

Charles E. Nickerson  
Signature  
CHARLES E. NICKERSON  
Name  
PRESIDENT/CEO  
Title

SWORN TO AND SUSCRIBED BEFORE ME THIS 6 DAY OF February  
20 12.



Dovie Allene McCarty  
Notary Public in and for the State of Texas



# **TOWN OF LITTLE ELM**

## **AGENDA INFORMATION SHEET:**

### **COUNCIL MEETING**

**DATE:** March 6, 2012

**PROJECT:** Appointment of Rob Blissett to the Parks & Recreation Board.

**DESCRIPTION:** The Parks & Recreation Board interviewed Rob Blissett and recommends him for appointment. Mr. Blissett is an Air Line Pilot for American Eagle Airlines. He has been involved in camping, fishing, hiking, athletics, etc. his entire life. He has coached intermediate to high-school age kids. He has lived in many areas and has seen the benefits that a diverse and exciting parks and recreation department can bring. He has the ability to be creative, and to work with a group to complete project. His goal is to help make the Little Elm Parks and Recreation one of the things that draw people to want to live in Little Elm. To see fun activities offered for people of all ages and interests throughout the year, in essence, expand what is already being done in the Town. To also promote the activities offered in Little Elm to draw people from the surrounding areas for their choice for recreation. He wants to get involved and serve the Town he lives in.

**COST:** None

**SCHEDULE:** Appoint Rob Blissett to the Parks & Recreation Board to begin at the March meeting

### **RECOMMENDED ACTION:**

The Parks & Recreation Board interviewed and recommends Town Council appoint Rob Blissett to the Parks & Recreation Board to fill an unexpired term ending October 21, 2012.

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

**ATTACHMENTS:** Application for Appointment to Boards and Commissions

## Kathy Phillips

---

**From:** support@civicplus.com  
**Sent:** Sunday, January 08, 2012 4:31 PM  
**To:** Kathy Phillips  
**Subject:** Online Form Submittal: Board Application Form

The following form was submitted via your website: Board Application Form

Select the Board, Commission, or Committee applying for:: Parks and Recreation Board

Name:: Rob Blissett

Home Phone Number:: 940-231-2452

Address:: 1542 Brandywine Ln.

Business Phone Number:: 940-231-2452

Length of Residency: 7 1/2 years

Occupation:: Air Line Pilot

Email Address:: rebliss@hotmail.com

High School:: Bay City Western High School, MI

College:: USAF Academy, CO

Trade or Business School::

Hobbies:: Fitness, Ice Hockey, Fishing, Hunting, Camping

Please list organization memberships and positions held:: None

Please List Areas of Special Interest: Helping to make Little Elm Parks and Recreation one of the things that draw people to want to live in Little Elm. I want to see fun activities offered for people of all ages and interests throughout the year; in essence, expand what's already being done here.

Promoting the activities offered in Little Elm to draw people from the surrounding areas for their choice of recreation.

Please Enter Basic Resume Information Below: High School graduate with honors; National Honor Society--1989 United States Air Force Academy, Bachelor of Science, Law Concentration--1994 Command and Control Officer, Altus AFB, OK--1994-1998 Adjunct Instructor, Aviation Program, Western Oklahoma State College--1998-1999 Pilot, American Eagle Airlines--1999-Present

If appointed, do you give permission to the Town of Little Elm to post your name on the town website?<P><BR>: Yes

If appointed, do you give permission to the Town of Little Elm to post any personal information required by the Open Records Act?<P><BR>: Yes

If appointed, do you give permission to the Town of Little Elm to post your biographical information on the Town website?<P><P><BR>: Yes

If appointed, do you agree to dedicate the time necessary to fulfill you commitment to such board or commission?<P><P>: Yes

If appointed, do you agree to abide by the Town of Little Elm's Charter, Code of Ordinances, and Town Policies and Procedures?<P>: Yes

Have you ever been a member of a Little Elm board or commission before? If so, please indicate the board or commission and the approximate dates of service:<BR>: No.

What experience do you have that you believe qualifies you for service on this board or commissions<P>: I have been involved in things like camping, fishing, hiking, athletics, etc. for my entire life. I have been a coach of intermediate to high-school aged kids. I have traveled to, and lived in many areas and seen the benefits that a diverse and exciting parks and recreation department can bring. While in the Air Force, I was instrumental in development of a user-funded Morale, Welfare, and Recreation (MWR) roller-hockey arena, as well as team development for that program. I have the ability to be creative, and to work with a group to complete projects, as well as to take charge and lead teams to complete projects.

What civic or community endeavors have you been involved in?<P>: Nothing within Little Elm, but I want to get started!

What is your current place of employment or business affiliation? If you are self-employed, a homemaker, or not employed, please indicate. Also, describe briefly the nature of your current employment (i.e. manager, partner, associate, clerk, etc.).<P><P> : My job as an Air Line Pilot typically has me working for four days, and off for three. The schedules vary between one, two, or four-day trips.

What is your spouse's current place of employment or business affiliation? If your spouse is self-employed, a homemaker, or not employed, please indicate. Also, describe briefly the nature of your spouse's current employment.<P> : Spouse is a homemaker.

Do you or your spouse, either individually or through your employers, have any financial interest, directly or indirectly, in any contract or subcontract with the Town or in the sale to the Town of land, materials, supplies or services? If so, list below:<P><P>: No.

Are you or your spouse, either individually or on behalf of a business entity, involved in any pending bids, proposals or negotiations in connection with a Town contract? If so, list below and explain: : No.

Do you or your spouse, either individually or through your employers, have any pending claims against the Town? If so, list below:<P>: No.

Do you represent the private interests of others in litigation or a claim to which the Town or an employee of the Town is a party? If so, list below:<P>: No.

In which geographic area of Town do you reside?<P><P> <P>: East

Are you a registered voter?: Yes

Are you a Town of Little Elm resident? <P> : Yes

Do you owe any funds or taxes to the Town of Little Elm? <P> : No

Do you or your employer have any business dealings with the Town of Little Elm.: No

If you answered "yes," to the prior question please elaborate. <BR> :

Are you currently appointed to another Town board or commission?<BR><BR> : No

Are you related to anyone who is appointed to Town board or commission? <P> : No

Are you related to an employee of the Town of Little Elm? <P> : No

Are you related to an elected official of the Town of Little Elm? <P><P> : No

Describe any qualifications, expertise, or special interests that relate to your possible appointment.<P><P><P>: A desire to serve, and help develop our town!

Applicant's Signature: R. E. Blissett

Date:: 1-8-2012

Name:: Rob Blissett

Drivers License Number::

DOB: 6-29-1971

Sex: M

Race: Cauc.

Applicant's Signature:: R. E. Blissett

Date:: 1-8-2012

Date Cleared::

Date Sent::

Additional Information:

Form submitted on: 1/8/2012 4:30:29 PM

Submitted from IP Address: 108.72.73.246

Referrer Page: No Referrer - Direct Link

Form Address: <http://www.littleelm.org/Forms.aspx?FID=54>

Happy Holidays!

## **TOWN OF LITTLE ELM**

### **AGENDA INFORMATION SHEET**

**COUNCIL MEETING DATE:** March 6, 2012

**PROJECT:** 2011 Annual Racial Report

**DESCRIPTION:** House Bill 3389 Code of Criminal Procedure Article 2.131 – 2.138, requires that all Texas Law Enforcement agencies must report racial profiling data to TCLEOSE (Texas Commission on Law Enforcement Officer Standard and Education) as well as their governing body.

This report reflects that the Little Elm Police Department professionally represents the law enforcement industry by fair an impartial law enforcement practices toward persons of all races and ethnical backgrounds.

**COST:** N/A

**SCHEDULE:** N/A

**RECOMMENDED ACTION:** Town Council accepts the 2011 Racial Profiling report as presented.

**ATTACHMENTS:** Copy of 2011 Racial profiling report

**CONTACT:** Waylan Rhodes, Chief of Police @ 214-975-0465

# **The Little Elm Police Department Annual Contact Report (2011)**



# **(I) Introduction**

# Opening Statement



March, 2012

Little Elm Town Council  
Little Elm, Texas 75068

Dear Distinguished Members of the Town Council,

The Texas legislature, in an attempt to address the issue of racial profiling in policing, passed in 2001 the Texas Racial Profiling Law (S.B. 1074). Since becoming effective, the Little Elm Police Department, in accordance with the law, has collected citation-based contact data for the purpose of identifying and addressing (if necessary) concerns regarding racial profiling practices by police officers.

In this particular report, you will find three sections that contain information on citation-based contact data along with documentation which aims at supporting the fact that the Little Elm Police Department has complied with The Texas Racial Profiling Law. You will find, in section 1, the table of contents in addition to the Texas Law on Racial Profiling. Also, in this section, you will have the opportunity to become acquainted with the list of requirements relevant to the Racial Profiling Law as interpreted by TCLEOSE (Texas Commission on Law Enforcement Officer Standards and Education).

In sections 2 and 3, you will have an opportunity to review documentation which demonstrates compliance of the Little Elm Police Department with the Texas Racial Profiling Law. Specifically, documents relevant to the implementation of an institutional policy banning racial profiling, the implementation of a racial profiling complaint process (including the manner in which it has been disclosed to the public) and the training administered to all law enforcement personnel, are included.

This report also contains statistical data relevant to public contacts, made during the course of traffic stops, between 1/1/11 and 12/31/11. This information has been analyzed and compared to data derived from the drivers' license records of the Texas Department of Public Safety and to the citation-based contact data collected in 2011. The final analysis and recommendations are also included.

The data and supporting documentation presented in this report support the notion that the Little Elm Police Department is committed to the identification and resolution (if necessary) of all issues relevant to racial profiling according to the state law.

Sincerely,

Waylan Rhodes,  
CHIEF OF POLICE

# Table of Contents

## **Table of Contents**

### **(I) Introduction**

- a) Letter to Town Council Members
- b) Table of Contents
- c) TCLEOSE Outline of SB 1074 Requirements
- d) The Texas Law on Racial Profiling (S.B. 1074)

### **(II) Responding to the Texas Racial Profiling Law**

- a) Institutional Policy on Racial Profiling
- b) Educational Campaign Relevant to the Complaint Process  
Addressing Allegations of Racial Profiling Practices
- c) Racial Profiling Training of Law Enforcement Personnel
- d) Report on Complaints Filed Against Officers for Violating the Racial Profiling Law  
(includes outcome of investigation)
- e) Police (Traffic-Related) Contact Information Table (2011)
- f) Table Depicting Baseline Comparison (2011)
- g) Eight-Year Data Assessment (04-11)
- h) Analysis and Interpretation of Data (2011)

### **(III) Summary**

- a) Checklist
- b) Contact Information

# **Texas Racial Profiling Law Requirements**

## Guidelines for Compiling and Reporting Data under Senate Bill 1074

### Background

Senate Bill 1074 of the 77<sup>th</sup> Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of *what* must be accomplished by an agency but allows wide latitude in determining *how* the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

### Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

### Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an "agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties."

The article further defines race or ethnicity as being of "a particular descent, including Caucasian, African, Hispanic, Asian, or Native American." The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

## **Standard 2**

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person's race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer's best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

## **Commentary**

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, "the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose."

## **Standard 3**

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

## **Commentary**

Senate Bill 1074 from the 77<sup>th</sup> Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide an analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for “tier one” data for traffic stops in which a citation results are:

- 1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American”);
- 2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
- 3) whether there was a custody arrest.

The minimum requirements for reporting on “tier two” reports include traffic and pedestrian stops. Tier two data include:

- 1) the detained person’s gender and race or ethnicity;
- 2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
- 3) whether a search was conducted, and if so whether it was based on consent or probable cause;
- 4) facts supporting probable cause;
- 5) the type, if any, of contraband that was collected;
- 6) disposition of the stop, e.g., arrest, ticket, warning, or release;
- 7) location of stop; and
- 8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

#### **Standard 4**

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

#### **Commentary**

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

**Standard 5**

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

**Commentary**

None

**Standard 6**

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

**Commentary**

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

**Standard 7**

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

**Commentary**

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.



# **The Texas Law on Racial Profiling**

S.B. No. 1074

AN ACT

relating to the prevention of racial profiling by certain peace officers.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;  
(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained;

and

(B) whether a search was conducted and, if so, whether the person detained consented to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND  
PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED. (a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and

(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

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

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law

enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling; and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:



(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

(2) the registration number of the vehicle involved;

(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) ~~(7)~~ the date of conviction; and

(9) ~~(8)~~ the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1,

2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001.

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

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Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

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Chief Clerk of the House

Approved:

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Date

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Governor

## **(II) Responding to the Law**

# **Institutional Policy on Racial Profiling**

**GENERAL ORDER**

**GO: 411.00.00**

Issued: 12/29/04

Effective: 12/31/04

Revised:

**Racial Profiling**

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**411.01.00 Policy Statement/Purpose**

Two of the fundamental rights guaranteed by both the United States and Texas constitutions are equal protection under the law and freedom from unreasonable searches and seizures by government agents.

The purpose of this policy is to ensure that race, ethnicity, national origin, citizenship, religion, age, gender, or sexual orientation shall not be the basis for the detention, interdiction, or other disparate treatment of an individual by any member of the Little Elm Police Department. It shall be the policy of this department to prevent and prohibit the practice of racial profiling or any other discriminatory practice by its members; and to protect its members from unwarranted accusations of misconduct when they act within the dictates of department policy and the law.

**411.02.00 Contents**

- 02.01        **Acts Constituting Racial Profiling**
- 02.02        **Traffic Enforcement**
- 02.03        **Pedestrian Encounters**
- 02.04        **Supervisor's Responsibilities**
- 02.05        **Complaint Process**
- 02.06        **Training**
- 02.07        **Disciplinary Process**
- 02.08        **Administrative Reporting**

**411.03.00 Definitions**

**03.01        Law Enforcement Agency**

An agency of the state, county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

**03.02        Race or Ethnicity**

Someone of a particular descent, including Caucasian, African American, Hispanic, Asian, or Native American.

**03.03        Profiling**

The interdiction, detention, arrest, or other nonconsensual treatment of an individual because of a characteristic or status rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

**03.04 Pedestrian Stop**

An interaction between a peace officer and an individual on foot or bicycle who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

**03.05 Traffic Stop**

When a peace officer stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic.

**411.04.00 Procedures**

**04.01 Acts Constituting Racial Profiling**

The racial profiling of individuals is strictly prohibited.

- A. In the absence of a specific report, race, ethnicity, national origin, citizenship, religion, age, gender, or sexual orientation of an individual shall not be a factor in determining the existence of probable cause to place in custody or arrest an individual, or in constituting a reasonable and articulable suspicion that an offense has been or is being committed so as to justify the detention of an individual or the investigatory stop of a motor vehicle.
- B. Stops or detentions based on race, ethnicity, national origin, citizenship, religion, age, gender, or sexual orientation or any other prejudicial basis by any member of the Little Elm Police Department are prohibited unless they are legally seeking an individual with one or more of those identified attributes.
- C. The detention of any individual, which is not based on factors related to a violation of or investigation of a violation of federal law, Texas statute, Little Elm Town Ordinance, or any combination thereof is prohibited.
- D. No officer shall stop, detain, or search any person when such action is based on the race, ethnicity, national origin, citizenship, religion, age, gender, or sexual orientation of the individual. *Officers may, however, consider a person's apparent age when investigating a possible curfew or alcohol related violation.*

**04.02 Traffic Enforcement**

Traffic stops and interactive patrols are vital law enforcement responsibilities. In addition to deterring motor vehicle violations, they provide law enforcement visibility and deter more serious crimes. An officer may stop a motor vehicle upon a reasonable suspicion that the driver or an occupant has committed, is committing, or is about to commit a motor vehicle violation or other offense.

- A. Officers will ensure that the mobile video/audio recording equipment is activated and operating in order to record all traffic stops, pedestrian stops, and other enforcement actions in accordance with General Order 408.00.00.
- B. If an officer determines the video/audio recording equipment is not operating properly, the vehicle will be returned to the police department, the on-duty supervisor will immediately be notified, and an alternate vehicle will be issued to complete the officer's assigned duties.
- C. Officers will practice accepted safety techniques in stopping a motorist as well as ensuring that the driver resumes travel safely.
- D. All officers shall treat every motorist and passenger with courtesy and respect.

- E. Appropriate enforcement action should always be completed, generally in the form of a warning, citation, or arrest. The proper documentation must be filled out completely by the officer and shall include whether a search of the vehicle was conducted and whether consent for the search was obtained, as well as the gender and race or ethnicity of the person stopped. The race/ethnicity and gender of the person should be ascertained by the individual's driver's license, other documents provided, or the officer's own observations. Officers will use one of the following options for race/ethnicity when completing a citation, written warning, or written report:
  - 1. A — Asian
  - 2. AA — Black/African American
  - 3. H — Hispanic
  - 4. NA — Native American
  - 5. C — White/Caucasian
- F. No motorist, once cited or warned, shall be detained beyond the point where reasonable suspicion of further criminal activity exists, and no person or vehicle shall be searched in the absence of a warrant, a legally recognized exception to the warrant requirement, or the person's voluntary consent.
- G. Officers shall complete an offense report whenever:
  - 1. A vehicle is searched
    - a. Officers will complete a Voluntary Consent To Search Form for all vehicle searches.
    - b. All Voluntary Consent To Search Forms will be turned in and constitute an offense report when the search does not result in the discovery of any contraband.
    - c. If the search results in contraband and/or an arrest, a written offense report will be completed and the Voluntary Consent To Search Form will be listed as an attachment.
  - 2. There is a search of any vehicle occupants
  - 3. Any occupant is handcuffed or taken into custody, in accordance with the department's Standing Order regarding Class C Misdemeanors.
  - 4. There is a use of force by any officer, in accordance with General Order 401.04.06.
  - 5. The driver or any occupant alleges that the stop was made because of racial profiling.
- H. An officer shall provide his/her name, badge number, and reason for stop whenever the motorist requests such information.
- I. Whenever a motorist alleges that an officer has engaged in practices prohibited by this policy, the officer will immediately notify the shift supervisor.
- J. This directive does not preclude an officer from stopping a vehicle to offer assistance or provide information.

**04.03 Pedestrian Encounters**

In the absence of a specific report, the race or ethnicity of an individual shall not be the basis in determining the existence of probable cause to stop, detain, search, or place in custody an individual, or in constituting a reasonable and articulable suspicion that an offense has been or is being committed so as to justify the detention of an individual.



Each pedestrian stop made by an officer employed by this agency that is capable of being recorded by video and audio or audio equipment, shall be recorded using the mobile video/audio recording equipment.

- A. Officers will ensure that the mobile video/audio recording equipment is activated and operating in order to record all traffic stops, pedestrian stops, and other enforcement actions in accordance with General Order 408.00.00.
- B. Officers shall complete an offense report whenever:
  - 1. A pedestrian is searched
    - a. Officers will complete a Voluntary Consent To Search Form for all pedestrian searches.
    - b. All Voluntary Consent To Search Forms will be turned in and constitute an offense report when the search does not result in the discovery of contraband.
    - c. If the search results in contraband and/or an arrest, a written offense report will be completed and the Voluntary Consent To Search Form will be listed as an attachment.
  - 2. Any pedestrian is handcuffed or taken into custody.
  - 3. There is a use of force by any officer, in accordance with General Order 401.04.06.
  - 4. The pedestrian alleges that the stop was made because of racial profiling.
- C. An officer shall provide his/her name, badge number, and reason for stop whenever the pedestrian requests such information.
- D. Whenever a pedestrian alleges that an officer has engaged in practices prohibited by this policy, the officer will immediately notify the shift supervisor.
- E. This directive does not preclude an officer from stopping a pedestrian to offer assistance or provide information.

**04.04 Supervisor's Responsibilities**

Traffic enforcement and pedestrian stops will be accompanied by consistent, ongoing supervisory oversight to ensure that officers do not go beyond the parameters of reasonableness in conducting such activities.

- A. Supervisors shall ensure that all officers follow the policies and procedures outlined in this order.
- B. The on-duty supervisor shall immediately respond to an incident when advised that a motorist, passenger in a vehicle, or pedestrian is making a complaint alleging profiling or other improper conduct. After discussion with the person, the supervisor shall provide the complainant a Little Elm Police Department Citizen Complaint Procedures pamphlet (hereafter referred to as a complaint pamphlet). If the matter is not resolved and a formal complaint is requested at that time, the supervisor shall assist the complainant with the process of filing a formal complaint in accordance with GO 312.02.00.
- C. Supervisors shall ensure that officers follow procedures in accordance with GO 408.00.00 for the proper use and maintenance of the mobile video/audio recording equipment provided in their patrol vehicles.
- D. On at least a monthly basis, supervisors will randomly review video/audio tape recordings, profiling complaints, written reports filed on stops, and Citation Summary reports for each officer being particularly watchful for any pattern or practice that

might be discriminatory.

- E. On a random basis, supervisors shall back up officers on vehicle and pedestrian stops being particularly observant for any pattern or practice of possible discriminatory treatment.
- F. Supervisors shall take appropriate action whenever it appears that this policy is being violated.

**04.05 Complaint Process**

Any person may file a complaint with the department if they feel they have been stopped or searched based on racial, ethnic, or gender-based profiling, or any other discriminatory practice, and no person shall be discouraged, intimidated, or coerced from filing such a complaint, or discriminated against because they have filed such a complaint.

- A. Any person requesting information about the complaint process or wishing to file a complaint shall be provided with a Complaint Pamphlet.
- B. Complaint Pamphlets will be available and on display in the lobby of the Little Elm Police Department and upon request from Little Elm Police Officers.
- C. Any person wishing to file a formal complaint may do so by filing a written complaint in person, by telephoning, or by mailing a letter detailing the complaint to the Little Elm Police Department.
- D. The supervisor receiving the complaint will forward all completed Record of Complaint forms to the Chief of Police in accordance with GO 312.02.00.
- E. The Little Elm Police Department will, on an annual basis, have the Complaint Pamphlet published in the local newspaper(s) to provide public education relating to the complaint process.
- F. If a complaint is filed with the Little Elm Police Department alleging that one of its officers has engaged in racial profiling with respect to a traffic or pedestrian stop, the officer involved will be provided with a copy of the recording in question upon written request by the officer.

**04.06 Training**

- A. Officers are responsible to adhere to all Texas Commission of Law Enforcement Officer Standards and Education (TCLEOSE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements as mandated by law.
- B. All officers shall receive training as mandated by TCLEOSE on the harms of racial profiling and discrimination, including the review of this policy.

**04.07 Disciplinary Procedures**

- A. Consistent with the provisions of General Order 312.00.00, Disciplinary Procedures, appropriate sanctions will be implemented for noncompliance of this policy.
- B. In concert with appropriate disciplinary action, additional diversity and sensitivity training shall be designated for officers with sustained racial profiling or other sustained discrimination complaints.
- C. Any employee, who has reason to believe that any violation of this General Order has taken place, shall immediately notify his/her supervisor.

**04.08 Administrative Reporting**

**A. The Chief of Police or his designee shall:**

1. Collect information relating to traffic/pedestrian stops in which a citation was issued, a search was conducted, and/or an arrest resulted.
2. Conduct a quarterly evaluation and analysis of the information collected; and
3. Submit to the Town of Little Elm an annual report of the information analyzed, no later than March 1 of each year that covers the previous calendar year. The report will include:
  - a. A breakdown of citations by race or ethnic;
  - b. The number of citations that resulted in a search;
  - c. The number of searches that were consensual; and

The number of citations that resulted in custodial arrest for the cited

# **Complaint Process: Informing the Public and Addressing Allegations of Racial Profiling Practices**

### **Informing the Public on the Process of Filing a Racial Profiling Complaint with the Little Elm Police Department**

Since January 1, 2002, the Little Elm Police Department, in accordance to The Texas Racial Profiling law, launched an educational campaign aimed at informing the public on issues relevant to the complaint process. The police department made available, in written form, information relevant to filing a complaint on a racial profiling violation by a Little Elm police officer.

The Little Elm Police Department included language, in its current complaint process, pertaining to the manner in which citizens can file a complaint as a consequence of a racial profiling incident. It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

# **Racial Profiling Training**

### **Racial Profiling Training**

Since 2002, all Little Elm police officers were instructed, as specified in S.B. 1074, to adhere to all Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn officers of the Little Elm Police Department have completed the TCLEOSE basic training. The main outline used to train the officers has been included in this report.

It is important to recognize that the Chief of the Little Elm Police Department has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the Little Elm Police Department fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.

**Racial Profiling  
Course Number 3256  
Texas Commission on Law Enforcement  
September 2001**

**Racial Profiling 3256**

**Instructor's Note:**

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

**Abstract**

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

**Target Population:** Licensed law enforcement personnel in Texas

**Prerequisites:** Experience as a law enforcement officer

**Length of Course:** A suggested instructional time of 4 hours

**Material Requirements:** Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

**Instructor Qualifications:** Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

**Evaluation Process and Procedures**

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

**Reference Materials**

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at <http://www.tcleose.state.tx.us>.



# **Racial Profiling 3256**

## **1.0 RACIAL PROFILING AND THE LAW**

**1.1 UNIT GOAL:** The student will be able to identify the legal aspects of racial profiling.

**1.1.1 LEARNING OBJECTIVE:** The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.

### **Racial Profiling Requirements:**

Racial profiling CCP 3.05

Racial profiling prohibited CCP 2.131

Law enforcement policy on racial profiling CCP 2.132

Reports required for traffic and pedestrian stops CCP 2.133

Liability CCP 2.136

Racial profiling education for police chiefs Education Code 96.641

Training program Occupations Code 1701.253

Training required for intermediate certificate Occupations Code 1701.402

Definition of "race or ethnicity" for form Transportation Code 543.202

#### **A. Written departmental policies**

1. Definition of what constitutes racial profiling
2. Prohibition of racial profiling
3. Complaint process
4. Public education
5. Corrective action
6. Collection of traffic-stop statistics
7. Annual reports

#### **B. Not prima facie evidence**

#### **C. Feasibility of use of video equipment**

#### **D. Data does not identify officer**

#### **E. Copy of complaint-related video evidence to officer in question**

#### **F. Vehicle stop report**

1. Physical description of detainees: gender, race or ethnicity
2. Alleged violation
3. Consent to search
4. Contraband
5. Facts supporting probable cause
6. Arrest
7. Warning or citation issued

G. Compilation and analysis of data

H. Exemption from reporting – audio/video equipment

I. Officer non-liability

J. Funding

K. Required training in racial profiling

1. Police chiefs

2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) – see legislation 77R-SB1074

**1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.**

A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)

1. Motor vehicle search exemption

2. Traffic violation acceptable as pretext for further investigation

3. Selective enforcement can be challenged

B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)

1. Stop & Frisk doctrine

2. Stopping and briefly detaining a person

3. Frisk and pat down

C. Other cases

1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)

2. Maryland v. Wilson, 117 S.Ct. 882 (1997)

3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)

4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)

5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)

6. New York v. Belton, 453 U.S. 454 (1981)

## **2.0 RACIAL PROFILING AND THE COMMUNITY**

**2.1 UNIT GOAL: The student will be able to identify logical and social arguments against racial profiling.**

**2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.**

A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism

B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly – the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole

C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers

D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile – a racially-based stop today can throw suspicion on tomorrow's legitimate stop

E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds – it is a waste of law enforcement resources

**3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION**

**3.1 UNIT GOAL: The student will be able to identify the elements of both inappropriate and appropriate traffic stops.**

**3.1.1 LEARNING OBJECTIVE: The student will be able to identify elements of a racially motivated traffic stop.**

A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements

B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)

C. A typical traffic stop resulting from racial profiling

1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers

2. The driver and passengers are questioned about things that do not relate to the traffic violation

3. The driver and passengers are ordered out of the vehicle
4. The officers visually check all observable parts of the vehicle
5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside
6. The driver is asked to consent to a vehicle search – if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)

**3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.**

- A. Drug courier profile (adapted from a profile developed by the DEA)
1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
  2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
  3. Vehicle is rented
  4. Driver is a young male, 20-35
  5. No visible luggage, even though driver is traveling
  6. Driver was over-reckless or over-cautious in driving and responding to signals
  7. Use of air fresheners

B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

**3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.**

- A. Thinking about the totality of circumstances in a vehicle stop
- B. Vehicle exterior
1. Non-standard repainting (esp. on a new vehicle)
  2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
  3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
  4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)
- C. Pre-stop indicators
1. Not consistent with traffic flow
  2. Driver is overly cautious, or driver/passengers repeatedly look at police car
  3. Driver begins using a car- or cell-phone when signaled to stop
  4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)

D. Vehicle interior

1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

**Resources**

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074:

<http://tlo2.tlc.state.tx.us/tlo/77r/billtext/SB01074F.htm>

# **Report on Complaints**

**Report on Racial Profiling Complaints**

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/11---12/31/11, based on allegations related to possible violations of the Texas Racial Profiling Law. The final disposition of the case is also included.

**X**

A check above indicates that the Little Elm Police Department has not received any complaints, as outlined in the law, on any members of its police force, for having violated the Texas Racial Profiling Law during the time period of 1/1/11 ---- 12/31/11.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law.

Complaint No.	Alleged Violation			Disposition of the Case

**Additional Comments:**

## **Tables Illustrating Traffic Contact**



## **Tier 1 Data**

## **(I) Tier 1 Data**

### Traffic-Related Contact Information (1/1/11—12/31/11)

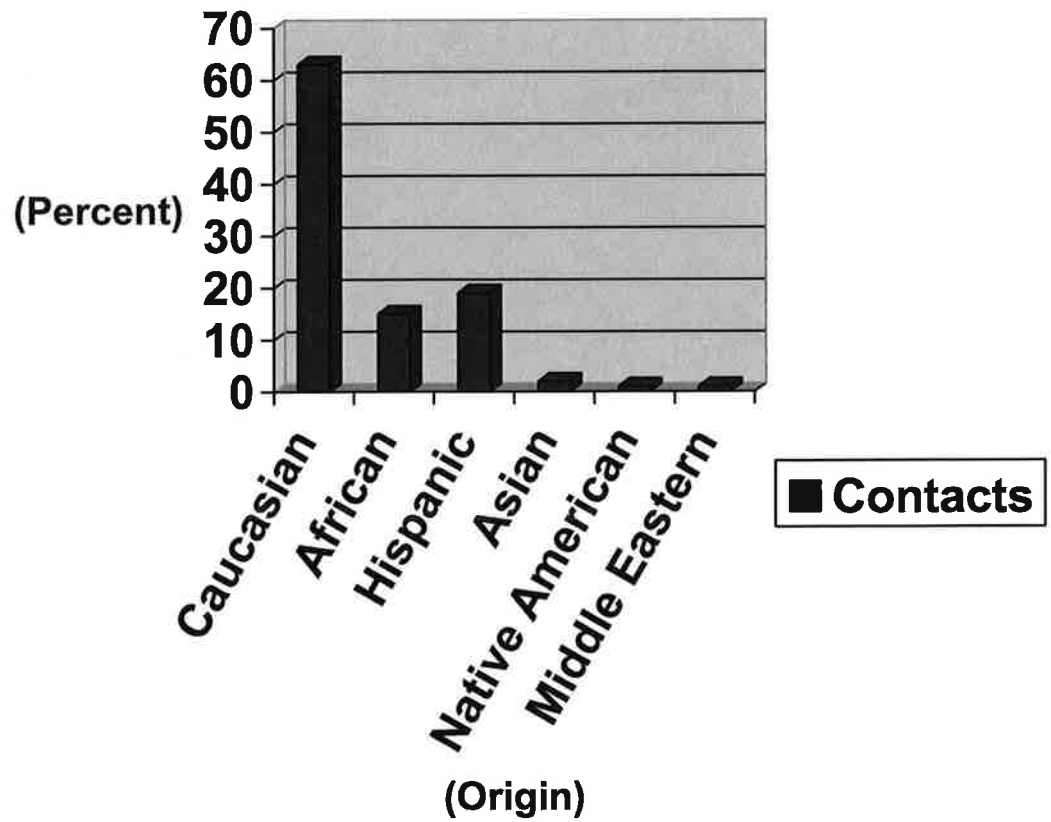
<b>Race/Ethnicity*</b>	<b>Contacts</b>		<b>Searches</b>		<b>Consensual Searches</b>		<b>PC Searches</b>		<b>Custody Arrests</b>	
	<b>N</b>	<b>%</b>	<b>N</b>	<b>%</b>	<b>N</b>	<b>%</b>	<b>N</b>	<b>%</b>	<b>N</b>	<b>%</b>
<b>Caucasian</b>	2145	63	12	52	2	40	10	56	8	50
<b>African</b>	524	15	4	18	1	20	3	16	4	25
<b>Hispanic</b>	656	19	6	26	2	40	4	22	3	19
<b>Asian</b>	72	2	1	4	0	0	1	6	1	6
<b>Native American</b>	7	>1	0	0	0	0	0	0	0	0
<b>Middle Eastern</b>	13	>1	0	0	0	0	0	0	0	0
<b>Total</b>	3417	100	23	100	5	100	18	100	16	100

"N" represents "number" of traffic-related contacts

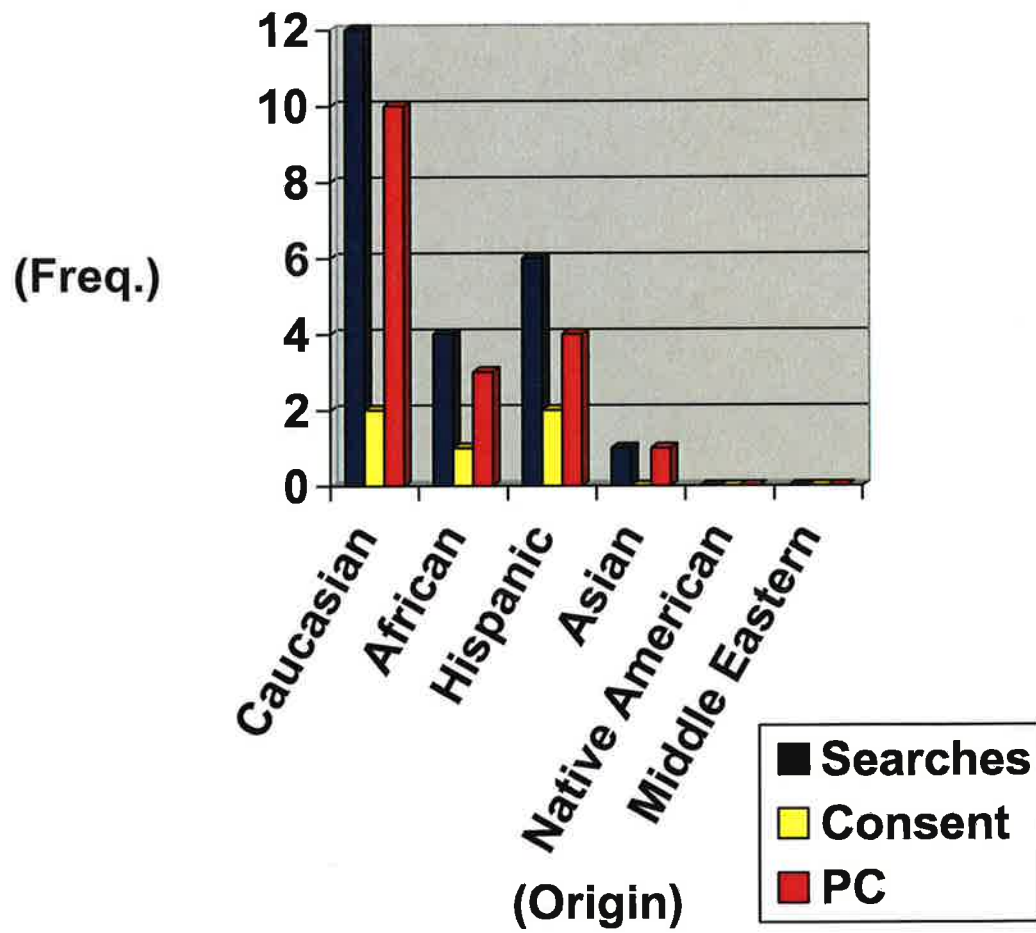
\* Race/Ethnicity is defined by Senate Bill 1074 as being of a "particular descent, including Caucasian, African, Hispanic, Asian, Native American, or Middle Eastern".

\*\*Figure has been rounded

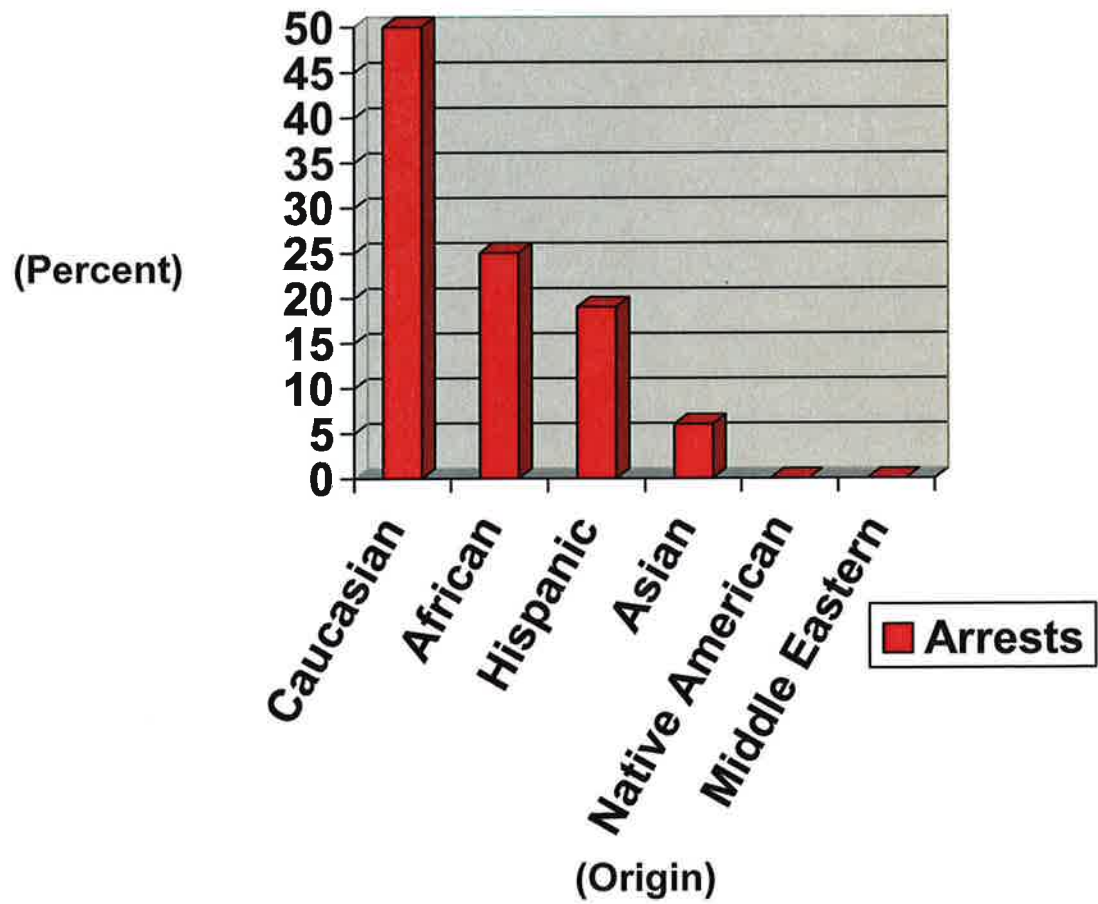
## Tier 1 Data (Contacts)



## Tier 1 Data (Searches)



## Tier 1 Data (Arrests)



## **Tier 1 Baseline Comparison (Drivers License Data)**

## **(II) Traffic-Contacts and Drivers License Data**

Table 1. Comparison of Self-Initiated Stops of Residents and DPS Resident Data

Race/Ethnicity*	Resident Contacts		DPS Data		Variance	
	N	%	N	%	N	%
Caucasian**	2801	82	23662	83	n/a	1
African	524	15	3693	13	n/a	2
Asian	72	2	908	3	n/a	1
Native American	7	>1	77	>1	n/a	0
Middle Eastern***	13	>1	***		***	
Total	3417	100	28340	100		

\* Race/Ethnicity are defined by Senate Bill 1074 as being of a “particular descent, including Caucasian, African, Hispanic, Asian, Native American, or Middle Eastern”.

N = Number

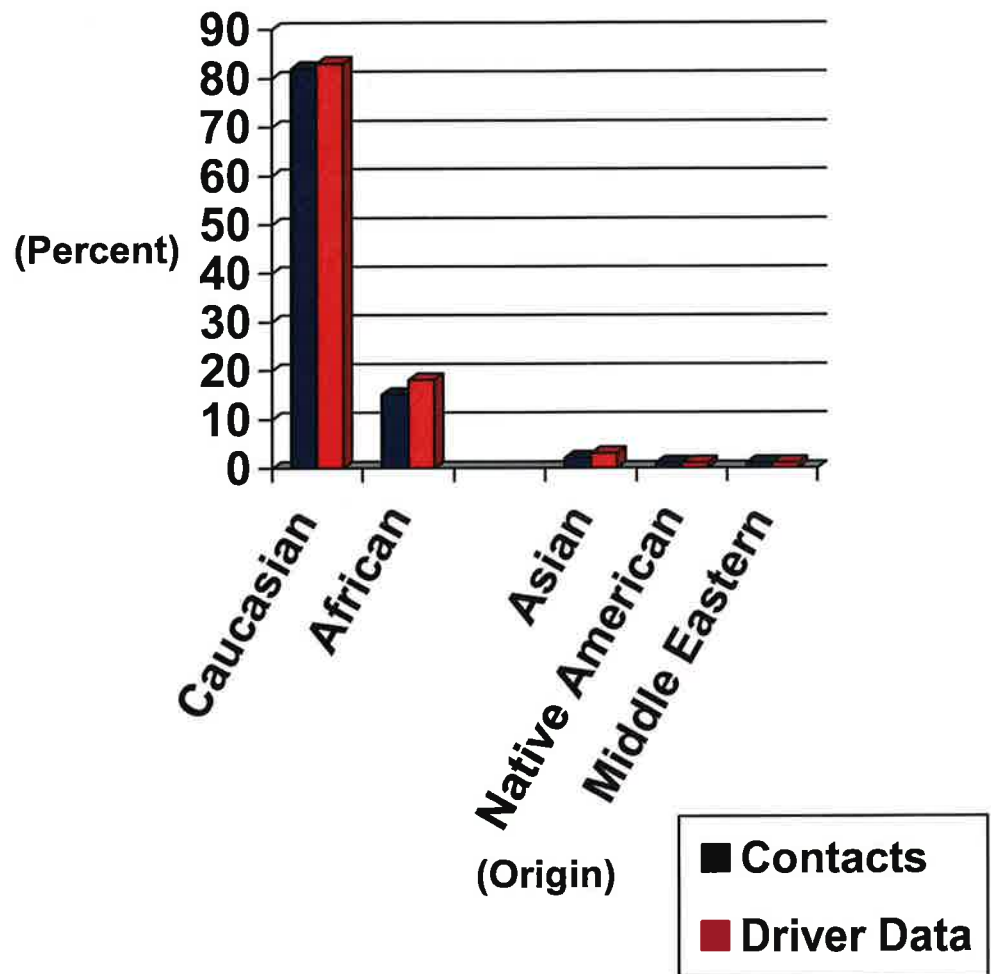
\*\* In this table, Hispanics have been added to the Caucasian population.

This has been done in order to correspond with DPS data collection methods.

According to DPS, Hispanics are combined, in their data reports, with the Caucasian population.

\*\*\* According to DPS, Middle Eastern decent is not a category they specifically collect data on. Those of Middle Eastern decent would be combined in any of the other categories.

## Tier 1 Data Comparison





**Tier 1 Data**  
**(Eight-Year Comparative Analysis)**  
**(2004—2011)**

### **(III) Eight-Year Tier 1 Data Comparison**

#### **Comparison of Eight-Year Traffic-Related Contact Information (1/1/04---12/31/11)**

<b>Race/Ethnicity*</b>	<b>Traffic-Related Contacts (in percentages)</b>							
	<b>(04)</b>	<b>(05)</b>	<b>(06)</b>	<b>(07)</b>	<b>(08)</b>	<b>(09)</b>	<b>(10)</b>	<b>(11)</b>
<b>Caucasian</b>	69.5	64.8	59	62	65	59	64	63
<b>African</b>	10	12.2	14	15	13	13	14	15
<b>Hispanic</b>	19	21.7	25	21	18	19	19	19
<b>Asian</b>	1.5	1.1	1	2	2	2	2	2
<b>Native American</b>	0	**1	**1	0	**1	1	**1	**1
<b>Other</b>	0	0	**1	**1	2	6	NA	N/A
<b>Middle Eastern</b>							1	**1
<b>Total</b>	100	100	100	100	100	100	100	100

\* Race/Ethnicity is defined by Texas Senate Bill 1074 as being of a “particular descent, including Caucasian, African, Hispanic, Asian, Native American, or Middle Eastern”.

\*\* Figure has been rounded.

Prior to 2010, no specific data was collected regarding those of Middle Eastern race. In all probability, those of Middle Eastern race were counted as belonging to the category of “Other”.

**Comparison of Eight-Year Traffic-Related Search Information  
(1/1/04---12/31/11)**

Race/Ethnicity*	Search-Related Contacts (in percentages)							(11)
	(04)	(05)	(06)	(07)	(08)	(09)	(10)	
<b>Caucasian</b>	81.5	65.6	46	58	51	69	60	52
<b>African</b>	5	10.2	20	24	21	14	18	18
<b>Hispanic</b>	12	23	30	18	28	17	18	26
<b>Asian</b>	1.5	1	.4	0	0	0	0	4
<b>Native American</b>	0	0	0	0	0	0	0	0
<b>Other</b>	0	0	2	0	0	0	NA	N/A
<b>Middle Eastern</b>							4	0
<b>Total</b>	100	100	100	100	100	100	100	100

\* Race/Ethnicity is defined by Texas Senate Bill 1074 as being of a "particular descent, including Caucasian, African, Hispanic, Asian, or Native American".

\*\* Figure has been rounded.

Prior to 2010, no specific data was collected regarding those of Middle Eastern race. In all probability, those of Middle Eastern race were counted as belonging to the category of "Other".

**Comparison of Eight-Year Traffic-Related Arrest Information  
(1/1/04---12/31/11)**

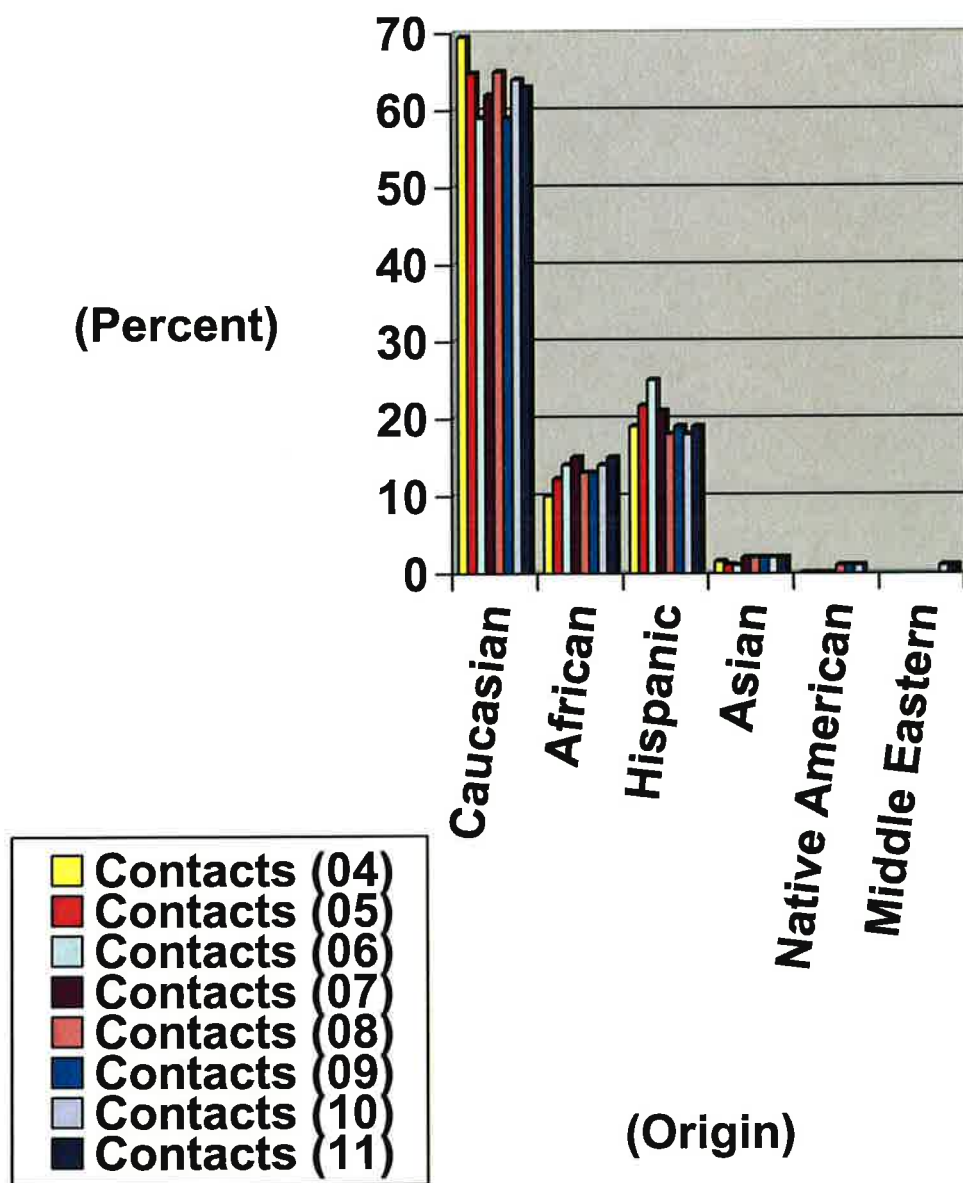
Race/Ethnicity*	Traffic-Related Contacts (in percentages)							
	(04)	(05)	(06)	(07)	(08)	(09)	(10)	(11)
<b>Caucasian</b>	82.5	57.6	43	66	60	54	47	40
<b>African</b>	2.7	7	24	17	14	18	25	20
<b>Hispanic</b>	13.5	34.1	31	17	26	26	21	40
<b>Asian</b>	1.3	1.1	.7	0	0	0	0	0
<b>Native American</b>	0	0	0	0	0	0	7	0
<b>Other</b>	0	0	0	0	0	2	NA	N/A
<b>Middle Eastern</b>							0	0
<b>Total</b>	100	100	100	100	100	100	100	100 %

\* Race/Ethnicity is defined by Texas Senate Bill 1074 as being of a "particular descent, including Caucasian, African, Hispanic, Asian, or Native American".

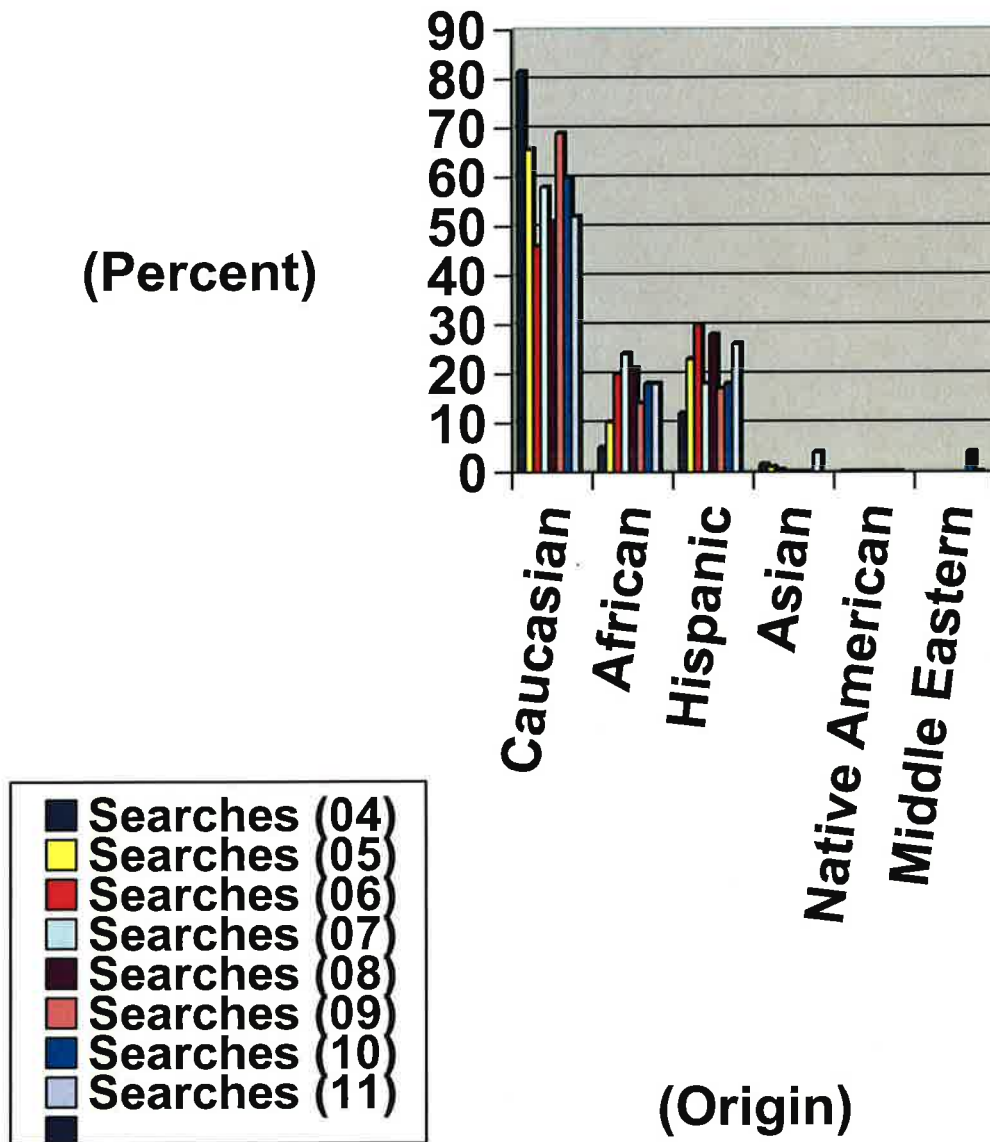
\*\* Figure has been rounded.

Prior to 2010, no specific data was collected regarding those of Middle Eastern race. In all probability, those of Middle Eastern race were counted as belonging to the category of "Other".

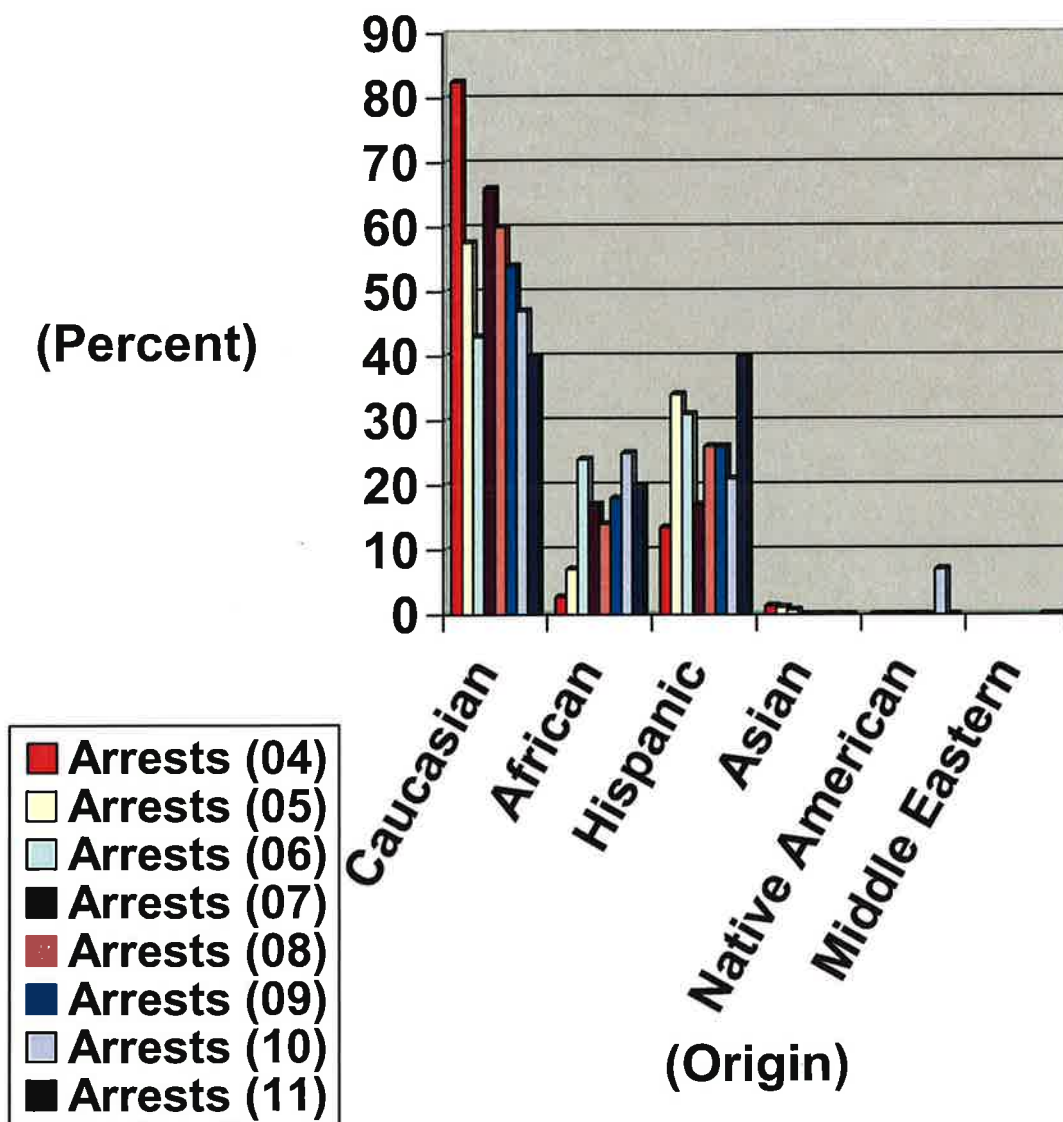
## Tier 1 Data (Contacts 04-11)



## Tier 1 Data (Searches 04-11)



## Tier 1 Data (Arrests 04-11)



# **Analysis and Interpretation of Data**



## Analysis

According to the Texas Racial Profiling Law all police departments in the state are required to collect data when a traffic-related citation is issued or an arrest is made. In addition, the law requires that agencies report this information to their local governing authority once a year by March 1. The purpose in collecting and presenting this information is to determine if a particular police officer is engaging in the practice of profiling minority motorists. Despite the fact most agree that it is good practice for police departments to be accountable to their community, it is very difficult to determine, from the review of aggregate data, if police departments are engaging in racial profiling. That is, it is challenging to detect specific “individual” racist behavior from the study and analysis of aggregate-level “institutional” data on traffic-related contacts.

It should be noted that the Little Elm Police Department, in response to the requirements of The Texas Racial Profiling Law (S.B. 1074), reported and analyzed its 2011 traffic contact data. Thus, three different types of analyses were conducted. The first of these involved a careful evaluation of the 2011 traffic-stop data. This particular analysis measured, as required by the Texas Racial Profiling Law, the number and percentage of Caucasians, African Americans, Hispanics, Asians, Native Americans, and individuals belonging to the “other” category, that came in contact with the police and were issued a traffic-related citation or arrested in 2011. In addition, the analysis included information relevant to the number and percentage of searches (table 1) while indicating the type of search (i.e., consensual or probable cause) conducted. Finally, the data analysis highlighted the number and percentage of individuals who, after they were issued a citation, were subsequently arrested.

The second type of analysis included in this report, related to the comparison of the 2011 traffic contact data with an appropriate baseline. It should be noted that there is also a great deal of disagreement, in the academic literature, over the type/form of baseline to be used when analyzing traffic-related contact information. Of all the baseline measures available, the Little Elm Police Department decided to adopt, as a baseline measure, the resident data obtained from the Texas Department of Public Safety. The resident data is based on the number of licensed drivers with a Little Elm zip code on their driver’s license.

The Little Elm Police Department opted to use this form of comparison (i.e., residence data) in an attempt to demonstrate its “transparency” before the community.

Finally, a third type of analysis was conducted while using the 2004--2011 traffic contact data. Specifically, all traffic-related contacts made in 2011 were compared to similar figures reported from 2004 to 2010. When considering this analysis, it was determined that comparing eight years of traffic contact data may highlight possible areas of consistency with regards to traffic-related contacts. In other words, the eight-year

comparison has the potential of revealing indicators that a trend of police-initiated contacts with regards to members of a specific minority group, is in fact, developing. The overall analysis of data indicates that the Little Elm Police Department has experienced a relative consistency regarding those individuals contacted, and the racial makeup of the Town, according to the drivers' license data.

#### Eight-Year Comparison

The eight-year comparison (04-11) showed similarities with respect to the traffic-related contacts as evident in table 3

## **(III) Summary**

The findings suggest that the Little Elm Police Department does not currently experience a problem regarding racial profiling practices. This is supported by the fact that it has not received complaints from community members regarding officers misconduct associated with racial profiling practices.

The continuing effort to collect police contact data will assure an on-going evaluation of the Little Elm Police Department practices. Thus, allowing for the citizens of the Little Elm community to benefit from professional and courteous service from their police department.

# Checklist

## Checklist

The following requirements **were** met by the Little Elm Police Department in accordance with Senate Bill 1074:

- ☒ Clearly defined act or actions that constitute racial profiling
- ☒ Statement indicating prohibition of any peace officer employed by the Little Elm Police Department from engaging in racial profiling
- ☒ Implement a process by which an individual may file a complaint regarding racial profiling violations
- ☒ Provide public education related to the complaint process
- ☒ Implement disciplinary guidelines for officer found in violation of the Texas Racial Profiling Law
- ☒ Collect data (Tier 1) that includes information on
  - a) Race and ethnicity of individual detained
  - b) Whether a search was conducted
  - c) If there was a search, whether it was a consent search or a probable cause search
  - d) Whether a custody arrest took place
- ☒ Produce an annual report on police contacts (Tier 1) and present this to local governing body by March 1, 2012.
- ☒ Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation

## **Contact Information**

**Contact Information**

For additional questions regarding the information presented in this report, please contact:

Little Elm Police Department  
100 W. Eldorado Parkway  
Little Elm, Texas 75068

# TOWN OF LITTLE ELM

## AGENDA INFORMATION SHEET:

### COUNCIL MEETING

**DATE:** March 6, 2012

**PROJECT:** **Advance Funding Agreement Amendment #2 between the State of Texas and the Town of Little Elm**

**DESCRIPTION:** The Town entered into an Advanced Funding Agreement with TxDOT June 24<sup>th</sup> of 2010 for the installation of water and sewer lines on the Little Elm Bridge. The agreement was amended August 25, 2010 after bids were received by TxDOT for the project to increase the amount of Town contribution to the project.

Since the time of this agreement the Town found it to be more financially beneficial to bid a project and construct the water and sewer lines by boring under the Lake. Town Staff made TxDOT aware of our direction and requested the Advanced Funding Agreement for the project be terminated and the Town be reimbursed funds that were originally paid to TxDOT for the project.

As Council is aware the Town received the reimbursement in the amount of \$1,073,100.89 from TxDOT on December 20, 2011.

The purpose of this amendment is just an official termination of the Advance Funding Agreement with TxDOT.

### RECOMMENDED ACTION:

**Staff recommends Town Council approve the Advance Funding Agreement Amendment #2 between the State of Texas and the Town of Little Elm for termination of agreement to install water lines and wastewater lines and authorize the Town Manager to execute the same.**

**TOWN CONTACT:** Doug Peach,  
Interim Town Manager

**ATTACHMENTS:** 1. Advance Funding Agreement Amendment #2



CSJ #: 1567-01-029  
District #: 18 - Dallas  
Code Chart 64 #: 24830  
Project: FM 720  
Limits: from 0.2 mile West of Garza Lane  
to 0.1 mile West of FM 423  
Federal Highway Administration CFDA #20.205  
Not Research and Development

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

**ADVANCE FUNDING AGREEMENT  
AMENDMENT #2**

**THIS AMENDMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and the Town of Little Elm, acting by and through its duly authorized officials, called the Utility.

**W I T N E S S E T H**

**WHEREAS**, the State and the Utility executed a contract on June 24<sup>th</sup> of 2010 and Amendment #1 executed on August 25<sup>th</sup> of 2010 to effectuate their agreement to install water lines, and waste water lines, catwalks and associated appurtenances; and,

**WHEREAS**, Change Order #3 approved on November 17<sup>th</sup>, 2011 removed the Town of Little Elm's remaining utility work;

**WHEREAS**, it has become necessary to terminate this agreement;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Utility do agree as follows:

**A G R E E M E N T**

**1. Description of Amended Items**

This agreement is terminated in its entirety.

**2. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ #: 1567-01-029  
District #: 18 - Dallas  
Code Chart 64 #: 24830  
Project: FM 720  
Limits: from 0.2 mile West of Garza Lane  
to 0.1 mile West of FM 423  
Federal Highway Administration CFDA #20.205  
Not Research and Development

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE UTILITY – TOWN OF LITTLE ELM**

By: \_\_\_\_\_  
Doug Peach  
Town Manager

Date: \_\_\_\_\_

**THE STATE OF TEXAS**

By: \_\_\_\_\_  
Janice Mullenix  
Director of Contract Services  
Texas Department of Transportation

Date: \_\_\_\_\_

## TOWN OF LITTLE ELM

### AGENDA INFORMATION SHEET:

**COUNCIL MEETING**

**DATE:** March 6, 2012

**PROJECT:** Alternates for Little Elm EDC Board of Directors

**DESCRIPTION:** The Little Elm Economic Development Corporation Board of Directors would like to submit Neil Blais and Robert Anderson as the candidates for consideration to serve as alternates on the EDC Board of Directors. This recommendation is in compliance with the EDC Bylaws that were revised and approved by Town Council on January 17, 2012.

**COST:** N/A

<b>FUNDING:</b>	<b>Acct. Name &amp; No</b>	<b>Original Budget</b>
	N/A	N/A

**SCHEDULE:** N/A

**RECOMMENDED ACTION:** Recommend Approval by Town Council

**TOWN CONTACT:** Jennette Killingsworth  
Executive Director, Little Elm EDC  
[jkillingsworth@littleelm.org](mailto:jkillingsworth@littleelm.org)  
214-551-6605

**ATTACHMENTS:** Applicant's Applications.

## Kathy Phillips

---

**From:** support@civicplus.com  
**Sent:** Monday, October 24, 2011 5:16 PM  
**To:** Kathy Phillips  
**Subject:** Online Form Submittal: Board Application Form

The following form was submitted via your website: Board Application Form

Select the Board, Commission, or Committee applying for:: Economic Development Corporation

Name:: Neil

Home Phone Number:: Blais

Address:: 4017 Moonlight Drive

Business Phone Number:: (469) 579-5905

Length of Residency: less than 1-yr

Occupation:: President & CEO - Blais & Associates, Inc.

Email Address:: nblais@blaisassoc.com

High School:: Los Alamos High School (New Mexico)

College:: California State Polytechnic University, Pomona CA.

Trade or Business School::

Hobbies:: Softball, bowling, entertaining my son.

Please list organization memberships and positions held:: Current Civic and Professional Memberships:

Chairman, National Institute of Building Sciences Multi-Hazards Mitigation Council (Present), Member, American Grant Writers Association (2010 – Present), Member, Grant Professionals Association (2010 – Present,) Member, California State Polytechnic University, Pomona Alumni Association (1984 – Present),

Former Civic and Professional Memberships:

Founder / Councilman, City of Rancho Santa Margarita, California (2000 - 2010, served as Mayor in 2004, 2008), Director, Orange County Fire Authority (2004 - 2010, served as Chairman in 2010), Member, Lincoln Club of Orange County (2004 – 2011), Member, Trauma Intervention Program Advisory Committee (2002 – 2010), Director / Alternate Director, Transportation Corridors System (200-2005), Alternate Director / Director, Foothill Eastern Transportation Corridors Agency (2000-2010), Member, Orange County Water Task Force 5th Supervisorial Representative (2000-2005), Director, Orange County Transportation Authority Growth Management Area #9 (2000-2003, served as Chairman 2001, 2002), 5th District Representative, John Wayne Airport Commission (2010-2011), Member - South Orange County Regional Chambers of Commerce (2000-2011), Member, International Association of Emergency Managers (1998 – 2008), Corporate Member, National Emergency Managers Association (1996 – 2007), Commissioner, Emergency Management Accreditation Program (EMAP) (2002-2007), Member, Association of State Floodplain Managers (1998-2007).

Please List Areas of Special Interest: Public Policy and Economic Development; Planning, zoning; and specific development plans that encourage long range vision and development.

Please Enter Basic Resume Information Below: President & CEO, Blais & Associates, Inc. 2007 – Present. Responsible for all internal business management and corporate financial operations, contract review, business development, and public policy guidance for associates.

General Manager, State and Local Government Operations, ABS Consulting, Inc. Responsible for business development, corporate planning and positioning, and operations related to the State and local government business sector nationwide. Primary business focus included emergency and risk management. Project manager for the HAZUS Flood Model.

Education: B.S. Aerospace Engineering. California State Polytechnic University, Pomona May 1984.

Unique Experience and Training:

- 20 years experience in engineering project management over three separate firms.
- 12 years experience with public policy, planning, zoning, and economic development.
- A national expert on several topics including hazard mitigation and community sustainability. Working extensively with the Federal Emergency Management Agency and National Emergency Management Association in the development of national policies with respect to emergency management.
- Led the development of the nation's first-ever flood hazard loss estimation software tool that is now being used by hundreds of local communities across the nation to assess their vulnerability to flooding.
- Worked with over 3,000 engineers in the design and development of the MD-80 (now identified as the Boeing 717).
- Ship Captain where he was responsible for shepherding the first MD-11 production airplane for the German flag carrier LTU.

If appointed, do you give permission to the Town of Little Elm to post your name on the town website?<P><BR>: Yes

If appointed, do you give permission to the Town of Little Elm to post any personal information required by the Open Records Act?<P><BR>: Yes

If appointed, do you give permission to the Town of Little Elm to post your biographical information on the Town website?<P><P><BR>: Yes

If appointed, do you agree to dedicate the time necessary to fulfill you commitment to such board or commission?<P><P>: Yes

If appointed, do you agree to abide by the Town of Little Elm's Charter, Code of Ordinances, and Town Policies and Procedures?<P>: Yes

Have you ever been a member of a Little Elm board or commission before? If so, please indicate the board or commission and the approximate dates of service:<BR>: No.

What experience do you have that you believe qualifies you for service on this board or commissions<P>: Significant experience in the area of developing or recommending public policy that promotes economic development. This includes founding and chairing the City of Rancho Santa Margarita's Economic Development Committee for five years, an effort that resulted in several businesses moving into the City. My experience includes negotiating with developers, county government, and businesses, encouraging location or relocation into local municipal jurisdictions. I am experienced with developing economic development packages and attending the International Council of Shopping

Centers Conference to meet with business leaders to secure commitments for location or relocation. Successful efforts include In-N-Out Burger, Costco, and BJ's Bar and Grill.

I have significant understanding of local government budgets and the budget process, revenue streams, infrastructure development and how all of that can impact local businesses. I have participated in local business surveys, leakage studies, and development of community drive time service area maps.

I understand the balance between local government and private sector investment and how the two can be leveraged to improve the potential for business growth and retention. I understand how to brand a local community and create a sense of place; drivers that help promote a community as a place for business investment.

What civic or community endeavors have you been involved in?<P>: Significant community involvement in California as noted in prior answers. Currently I am the Assistant Coach in the Little Elm Area Youth Sports Association.

What is your current place of employment or business affiliation? If you are self-employed, a homemaker, or not employed, please indicate. Also, describe briefly the nature of your current employment (i.e. manager, partner, associate, clerk, etc.).<P><P> : Self employed as President & CEO for Blais & Associates, Inc. A woman owned business enterprise that writes grants for local government agencies with offices in Texas, California, Ohio and Missouri.

What is your spouse's current place of employment or business affiliation? If your spouse is self-employed, a homemaker, or not employed, please indicate. Also, describe briefly the nature of your spouse's current employment.<P> : My spouse is the Founder of Blais & Associates, Inc. A woman owned business enterprise that writes grants for local government agencies with offices in Texas, California, Ohio and Missouri.

Do you or your spouse, either individually or through your employers, have any financial interest, directly or indirectly, in any contract or subcontract with the Town or in the sale to the Town of land, materials, supplies or services? If so, list below:<P><P>: No.

Are you or your spouse, either individually or on behalf of a business entity, involved in any pending bids, proposals or negotiations in connection with a Town contract? If so, list below and explain: : No.

Do you or your spouse, either individually or through your employers, have any pending claims against the Town? If so, list below:<P>: No.

Do you represent the private interests of others in litigation or a claim to which the Town or an employee of the Town is a party? If so, list below:<P>: No.

In which geographic area of Town do you reside?<P><P> <P>: West

Are you a registered voter?: Yes

Are you a Town of Little Elm resident? <P> : Yes

Do you owe any funds or taxes to the Town of Little Elm? <P> : No

Do you or your employer have any business dealings with the Town of Little Elm.: No

If you answered "yes," to the prior question please elaborate. <BR> :

Are you currently appointed to another Town board or commission?<BR> <BR> : No

Are you related to anyone who is appointed to Town board or commission? <P> : No

Are you related to an employee of the Town of Little Elm? <P> : No

Are you related to an elected official of the Town of Little Elm? <P><P> : No

Describe any qualifications, expertise, or special interests that relate to your possible appointment.<P><P><P>: As noted in prior answers, I have lengthy experience working on attracting businesses to local communities. I have experience and understand the goals, needs and information requirements that businesses have when choosing a location. I have given local businesses a voice in local government.

I can see significant potential and opportunity for the Town of Little Elm to develop strong commercial and retail centers that also provide significant recreation and quality of life opportunities for the residents.

Applicant's Signature: Neil C. Blais

Date:: 10/24/11

Name:: Neil C. Blais

Drivers License Number::

DOB: 11/15/1961

Sex: Male

Race: Caucasian

Applicant's Signature:: Neil C. Blais

Date:: 10/24/11

Date Cleared::

Date Sent::

Additional Information:

Form submitted on: 10/24/2011 5:15 PM

Submitted from IP Address: 24.32.17.81

Referrer Page: No Referrer - Direct Link

Form Address: <http://www.littleelm.org/Forms.aspx?FID=54>

Please consider the environment before printing this email.

**Neil C. Blais**

4017 Moonlight Drive  
Little Elm, TX 75068  
(469) 579-5905

**Organization Membership Information.**

**Current Civic and Professional Memberships:**

Chairman, National Institute of Building Sciences Multi-Hazards Mitigation Council (Present),  
Member, American Grant Writers Association (2010 – Present),  
Member, Grant Professionals Association (2010 – Present),  
Member, California State Polytechnic University, Pomona Alumni Association (1984 – Present),

**Former Civic and Professional Memberships:**

Founder / Councilman, City of Rancho Santa Margarita, California (2000 - 2010, served as Mayor in 2004, 2008),  
Director, Orange County Fire Authority (2004 - 2010, served as Chairman in 2010),  
Member, Lincoln Club of Orange County (2004 – 2011),  
Member, Trauma Intervention Program Advisory Committee (2002 – 2010),  
Director / Alternate Director, Transportation Corridors System (200-2005),  
Alternate Director / Director, Foothill Eastern Transportation Corridors Agency (2000-2010),  
Member, Orange County Water Task Force 5th Supervisorial Representative (2000-2005),  
Director, Orange County Transportation Authority Growth Management Area #9 (2000-2003, served as Chairman 2001, 2002),  
5th District Representative, John Wayne Airport Commission (2010-2011),  
Member - South Orange County Regional Chambers of Commerce (2000-2011),  
Member, International Association of Emergency Managers (1998 – 2008),  
Corporate Member, National Emergency Managers Association (1996 – 2007),  
Commissioner, Emergency Management Accreditation Program (EMAP) (2002-2007),  
Member, Association of State Floodplain Managers (1998-2007).

**List Areas of Special Interest:**

Public Policy and Economic Development; Planning, zoning; and specific development plans that encourage long range vision and development.

**Basic Resume Information:**

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Education: B.S. Aerospace Engineering. California State Polytechnic University, Pomona May 1984.

**Unique Experience and Training:**

- 20 years experience in engineering project management over three separate firms.



- 12 years experience with public policy, planning, zoning, and economic development.
- A national expert on several topics including hazard mitigation and community sustainability. Working extensively with the Federal Emergency Management Agency and National Emergency Management Association in the development of national policies with respect to emergency management.
- Led the development of the nation's first-ever flood hazard loss estimation software tool that is now being used by hundreds of local communities across the nation to assess their vulnerability to flooding.
- Worked with over 3,000 engineers in the design and development of the MD-80 (now identified as the Boeing 717).
- Ship Captain where he was responsible for shepherding the first MD-11 production airplane for the German flag carrier LTU.

**Experience that qualifies you for service on this board or commission:**

Significant experience in the area of developing or recommending public policy that promotes economic development. This includes founding and chairing the City of Rancho Santa Margarita's Economic Development Committee for five years, an effort that resulted in several businesses moving into the City. My experience includes negotiating with developers, county government, and businesses, encouraging location or relocation into local municipal jurisdictions. I am experienced with developing economic development packages and attending the International Council of Shopping Centers Conference to meet with business leaders to secure commitments for location or relocation. Successful efforts include In-N-Out Burger, Costco, and BJ's Bar and Grill.

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**Civic Endeavors:**

Significant community involvement in California. Currently I am the Assistant Coach in the Little Elm Area Youth Sports Association.

**Employment:**

Self employed as President & CEO for Blais & Associates, Inc. A woman owned business enterprise that writes grants for local government agencies with offices in Texas, California, Ohio and Missouri.

**Describe qualifications, expertise or special interests that relate to possible appointment.**

As noted in prior answers, I have lengthy experience working on attracting businesses to local communities. I have experience and understand the goals, needs and information requirements that businesses have when choosing a location. I have given local businesses a voice in local government.

I can see significant potential and opportunity for the Town of Little Elm to develop strong commercial and retail centers that also provide significant recreation and quality of life opportunities for the residents.

# **Blais & Associates**

*professional grant management*

Neil Blais, President and CEO

In 2007 with the growth of B&A, Mr. Blais joined the firm as President and Chief Executive Officer. In this capacity, Mr. Blais leads the company's business development efforts, private-sector ventures, and government relations. His political experience, both with his work in the emergency management field and as a local councilman, has been extremely helpful in guiding the firm's understanding of municipal, state, and federal government and the political system that must be acknowledged in the grant process.

After graduating in 1984 with a Bachelor of Science in Aerospace Engineering, from California State Polytechnic University, Pomona, Mr. Blais entered the aerospace industry, starting with Lockheed Aircraft Services and quickly moving to McDonnell Douglas. While at McDonnell Douglas he was responsible for coordinating the efforts of over 3,000 engineers while managing design changes to the MD-80. After years on the MD-80 Program, Mr. Blais was one of the youngest engineers to be promoted to Ship Captain, where he was responsible for shepherding the first MD-11 production airplane for the German flag carrier LTU.

Mr. Blais left McDonnell Douglas in 1992 to join a personal friend with a start-up business venture called LMD. The business focused on working with private firms in identifying and branding their image. In 1994, Mr. Blais decided to accept other challenges and sold his interest to his partner. Today LMD is still successful and prosperous.

Mr. Blais became involved in the emergency management industry following the Northridge Earthquake in 1994. His work included assisting the California Governor's Office of Emergency Management to help the state with recovery efforts and then subsequently he began working with several communities and states with their efforts to mitigate against future disasters. These work efforts resulted in Mr. Blais becoming a national expert on hazard mitigation and sustainable community development. He worked extensively with the Federal Emergency Management

Agency and National Emergency Management Association to develop national policies with respect to emergency management. Mr. Blais also worked with the World Bank and the Inter-America Development Bank on projects to help foreign countries with understanding their natural hazards and the mitigation strategies for those hazards. Mr. Blais led the development the HAZUS Flood Model (Hazards United States – Flood) nation’s first-ever nationally applicable software developed to assess the risk and losses for flooding. This software tool is used by hundreds of local communities across the nation to assess their vulnerability to flooding.

From 2000 – 2010, Mr. Blais served as city councilman for the City of Rancho Santa Margarita, a city he was instrumental in founding. In 2004 and 2008, Mr. Blais served as the mayor. His accomplishments include founding the city’s Economic Development Committee in 2004. This committee provides the Rancho Santa Margarita business community a voice in City Hall. The committee is currently identifying ways to attract and retain businesses. For his efforts, the South County Regional Chambers of Commerce recognized him with their first “commerce Award.” His efforts with economic development are becoming a model for other cities in south Orange County.

Mr. Blais initiated the founding of the Bell Tower Foundation, which was created to attract private sector donations and grant revenue to assist with the development and operation of the City’s community center. Mr. Blais served on several regional boards including the Orange County Fire Authority (including serving as the agencies Chairman in 2010), the Foothill Eastern Transportation Corridor Agency (both as an alternate and a director). Mr. Blais continues to serve on the Orange County Transportation Citizens Advisory Committee and is a director for the Orange County Council for the Boy Scouts of America.

Mr. Blais resides in Rancho Santa Margarita with his wife, Destin, and son, Nash. He was born and raised in Los Alamos, New Mexico moving to California for college. He is an Elder at Stonecreek Christian Church and is attending Talbot University for his Masters in Divinity.

### **Current Civic and Professional Memberships:**

Director, Orange County Council of the Boy Scouts of America (2008 – Present)  
Member, American Grant Writers Association (2010 – Present)  
Member, Grant Professionals Association (2010 – Present)  
Member, OCTA Citizens Advisory Committee (2006 – Present)  
Member, Lincoln Club of Orange County (2004 – Present)  
Member, California State Polytechnic University, Pomona Alumni Association (1984 – Present)

### **Former Civic and Professional Memberships:**

Councilman, City of Rancho Santa Margarita (2000 - 2010, served as Mayor in 2004, 2008)  
Director, Orange County Fire Authority (2004 - 2010, served as Chairman in 2010)  
Member, Trauma Intervention Program Advisory Committee (2002 – 2010)  
Director / Alternate Director, Transportation Corridors System (200-2005)  
Alternate Director / Director, Foothill Eastern Transportation Corridors Agency (2000-2010)  
Member, Orange County Water Task Force 5th Supervisorial Representative (2000-2005)  
Director, Orange County Transportation Authority Growth Management Area #9 (2000-2003, served as Chairman 2001, 2002)  
Member, International Association of Emergency Managers (1998 – 2008)  
Corporate Member, National Emergency Managers Association (1996 – 2007)  
Commissioner, Emergency Management Accreditation Program (EMAP) (2002-2007)  
Member, Association of State Floodplain Managers (1998-2007)

### **PUBLICATIONS**

1. N. Blais, H. Seligson, K. Shoaf, "State of the Art Dam Failure Loss Estimation Methodologies", White Paper prepared for the National Institute of Building Sciences, November 2010.
2. N. Blais, E. Laatsch, "Using the HAZUS Flood Model for the 2005 Hurricane Season", Proceedings 31<sup>st</sup> Annual Association of State Floodplain Managers Conference, June 2006
3. N. Blais, "Applications of HAZUS for Floodplain Management", Proceedings, 29<sup>th</sup> Annual Association of State Floodplain Managers Conference, June 2005
4. D. W. Canaan, N. Blais, F. Dogan, "Utilization of HAZUS for Public Policy Decisions", Proceedings, 28<sup>th</sup> Annual Association of State Floodplain Managers Conference, May 2004
5. N. Blais, "Mitigation Applications Using the New HAZUS Flood Model", Proceedings, 28<sup>th</sup> Annual Association of State Floodplain Managers Conference, May 2004
6. N. Blais, "A study of the NFIP and Increased Floodplain Management", Proceedings, 28<sup>th</sup> Annual Association of State Floodplain Managers Conference, May 2004
7. N. Blais, D. W. Canaan, F. Dogan, "Determination of Financial Impacts From Flood Studies", Proceedings, 27<sup>th</sup> Annual Association of State Floodplain Managers Conference, May 2003.
8. K. Porter, C. Scawthorn, C. Taylor, N. Blais, "Appropriate Seismic Reliability for Critical Equipment Systems: Recommendations Based on Regional Analysis of Financial and Life Loss," MCEER, Technical Report MCEER-98-0016, November 1998.

9. Eguchi, R.T., Goltz, J.D., Taylor, C.E., Chang, S.E., Flores, P.J., Johnson, L.A., Seligson, H.A., and Blais, N.C. (1998), "Analyzing Economic Impacts and Recovery from Urban Earthquakes, the Northridge Earthquake as an Economic Event: Direct Capital Losses," *Earthquake Spectra*, accepted for publication.
10. Seligson, H.A., Blais, N.C., Eguchi, R.T., Flores, P.J., and E. Bortugno, "Regional Benefit Cost Analysis for Earthquake Hazard Mitigation: Application to the Northridge Earthquake," Sixth U.S. National Conference on Earthquake Engineering, Paper No. 429, submitted for publication.
11. Eguchi, R.T., Goltz, J.D., Seligson, H.A., Flores, P.J., Blais, N.C., Heaton, T.H., and E. Bortugno, "Real-Time Loss Estimation as an Emergency Response Decision Support System: The Early Post Earthquake Damage Assessment Tool (EPEDAT)," *Earthquake Spectra*, Vol 13, Number 4, November 1997.
12. EQE International and the Geographic Information Systems Group of the Governor's Office of Emergency Services, "The Northridge Earthquake of January 17, 1994: Report of Data Collection and Analysis Part B: Analysis and Trends," April 1997.
13. Blais, N.C., Seligson, H.A., and Petrow, A.J. "Use of Rapid Damage Assessment and Geographic Information Systems for Emergency Management in the Northridge Earthquake," *Proceedings, Eleventh World Conference on Earthquake Engineering*, Paper No. 439.
14. EQE International and the Geographic Information Systems Group of the Governor's Office of Emergency Services, "The Northridge Earthquake of January 17, 1994: Report of Data Collection and Analysis Part A: Damage and Inventory Data," May 1995.

## Kathy Phillips

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**From:** support@civicplus.com  
**Sent:** Monday, November 07, 2011 7:43 AM  
**To:** Kathy Phillips  
**Subject:** Online Form Submittal: Board Application Form

The following form was submitted via your website: Board Application Form

Select the Board, Commission, or Committee applying for:: Economic Development Corporation

Name:: Robert Anderson

Home Phone Number:: 2145927327

Address:: 2344 Elm Valley Dr

Business Phone Number:: 4692415279

Length of Residency: 1.5 years

Occupation:: Marketing Managment

Email Address:: agentanderson@me.com

High School:: Allen High School

College:: University of Phoenix

Trade or Business School::

Hobbies:: Computers, Home Improvement

Please list organization memberships and positions held:: Little Elm Board of Adjustments Regular Member.

Please List Areas of Special Interest:

Please Enter Basic Resume Information Below: 9 Years at AT&T - Sales, Sales Management, Incentive Development, and modt recently Marketing Management. Worked with multi-million dollar budgets to assign the best united prospect to direct mailings across the united states. Managed multiple vendors to achieve the best solution using a 130million + record próspect database.

2 Years at Verizon Wireless - Sales and Operations Management. Cons

f appointed, do you give permission to the Town of Little Elm to post your name on the town website?<P><BR>: Yes

f appointed, do you give permission to the Town of Little Elm to post any personal information required by the Open Records Act?<P><BR>: Yes

website?<P><P><BR>: Yes

If appointed, do you agree to dedicate the time necessary to fulfill your commitment to such board or commission?<P><P>: Yes

If appointed, do you agree to abide by the Town of Little Elm's Charter, Code of Ordinances, and Town Policies and Procedures?<P>: Yes

Have you ever been a member of a Little Elm board or commission before? If so, please indicate the board or commission and the approximate dates of service:<BR>: Yes, Board of Adjustments... Past 3 years

What experience do you have that you believe qualifies you for service on this board or commissions?<P>: I have lived in Little Elm for over seven years, and have seen it grow. I have made several suggestions to the town for improvement, and have served on the Board of Adjustments for over 3 years.

What civic or community endeavors have you been involved in?<P>:

What is your current place of employment or business affiliation? If you are self-employed, a homemaker, or not employed, please indicate. Also, describe briefly the nature of your current employment (i.e. manager, partner, associate, clerk, etc.).<P><P> : AT&T. Worked with multi-million dollar budgets to assign the best united prospect to direct mailings across the united states. Managed multiple vendors to achieve the best solution using a 130million + record prospect database.

What is your spouse's current place of employment or business affiliation? If your spouse is self-employed, a homemaker, or not employed, please indicate. Also, describe briefly the nature of your spouse's current employment.<P> : Agency720. Works with General Motors Television Advertising.

Do you or your spouse, either individually or through your employers, have any financial interest, directly or indirectly, in any contract or subcontract with the Town or in the sale to the Town of land, materials, supplies or services? If so, list below:<P><P>: No

Are you or your spouse, either individually or on behalf of a business entity, involved in any pending bids, proposals or negotiations in connection with a Town contract? If so, list below and explain: : No

Do you or your spouse, either individually or through your employers, have any pending claims against the Town? If so, list below:<P>: No

Do you represent the private interests of others in litigation or a claim to which the Town or an employee of the Town is a party? If so, list below:<P>: No

In which geographic area of Town do you reside?<P><P> <P>: East

Are you a registered voter?: Yes

Are you a Town of Little Elm resident? <P> : Yes

Do you owe any funds or taxes to the Town of Little Elm? <P> : No

Do you or your employer have any business dealings with the Town of Little Elm.: No

If you answered "yes," to the prior question please elaborate. <BR> :



Are you currently appointed to another Town board or commission?<BR><BR> : Yes

Are you related to anyone who is appointed to Town board or commission? <P> : No

Are you related to an employee of the Town of Little Elm? <P> : No

Are you related to an elected official of the Town of Little Elm? <P><P> : No

Describe any qualifications, expertise, or special interests that relate to your possible appointment.<P><P><P>:

Applicant's Signature: Robert G Anderson

Date:: 11/7/11

Name:: Robert Anderson

Drivers License Number::

DOB: 03/15/80

Sex: M

Race: Caucasian

Applicant's Signature:: Robert G Anderson

Date:: 11/7/11

Date Cleared::

Date Sent::

Additional Information:

Form submitted on: 11/7/2011 7:43 AM

Submitted from IP Address: 68.88.76.5

Referrer Page: <http://www.littleelm.org/forms.aspx>

Form Address: <http://www.littleelm.org/Forms.aspx?FID=54>

Please consider the environment before printing this email.

# TOWN OF LITTLE ELM

## AGENDA INFORMATION SHEET:

### COUNCIL MEETING

#### DATE:

March 6, 2012

#### PROJECT:

Town of Little Elm Co-sponsorship of Arts and Sounds by the Lake

#### DESCRIPTION:

On Saturday May 19, 2012 the Lakeside Arts Foundation plans to host the first annual Arts and Sounds by the Lake. The event is a one day festival held in Little Elm Park starting at 11:00am continuing throughout the evening. The purpose of the event is to showcase arts and artists in Little Elm providing a venue for musicians, dancers, vocalists and area bands representing the performing arts. The Lakeside Arts Foundation Chairperson, Linda Jansen's focus is to create a fun and educational event for all "to bring a spotlight on arts in Little Elm". Admission to the event is free while vendors will have an opportunity to sell their literary and visual artistic creations in the form of paintings, sculptures, woodworks quilts and crafts. There will also be a children's area for creative activities including face painting, clowns, magicians and crafts. Proceeds from the event will go to the Little Elm Public Arts Committee and the LEISD Fine Arts Department. LEISD along with the Town of Little Elm is excited to be able to provide a venue for students to spotlight their talents in the arts.

#### COST:

Staff does not feel there will be a cost associated with the initial event.

#### FUNDING SOURCE:

*(Note: If funding is not included in the current budget; a Fiscal Note signed by the Finance Director will be attached)*

Acct. Name & No  
N/A

Original Budget  
N/A

**SCHEDULE:**

**The Arts and Sounds by the Lake is scheduled for May 19, 2012 starting at 11:00am**

**RECOMMENDED  
ACTION:**

**Staff is requesting Council approve the Town of Little Elm co-sponsor the Arts and Sounds by the Lake event.**

**TOWN CONTACT:**

**Tony Chrisman  
Parks & Recreation/Library Director**

# **TOWN OF LITTLE ELM**

## **AGENDA INFORMATION SHEET:**

### **COUNCIL MEETING**

**DATE:** March 6, 2012

**PROJECT:** Facility Use Agreement Update

### **DESCRIPTION:**

**On January 7, 2007 Town Council formally adopted the attached Facility Utilization Agreement between the Town of Little Elm and the Little Elm Area Youth Sports Association (LEAYSA). This agreement recognizes the vital partnership LEASYA plays in their volunteer efforts to provide youth sports in Little Elm. The agreement details the role of the Town and the role of LEAYSA following guidelines and procedures to use Town facilities. A portion of the Town's programs thru LEAYSA utilize LEISD facilities. To better formalize and recognize LEAYSA's partnership as an arm of the Town of Little Elm as a volunteer organization, Section I, Establishment of Little Elm Area Youth Sports Association (LEAYSA), has been amended to clearly state LEAYSA reports to the Town. The result of this update allows LEISD to continue to charge LEAYSA programs at a reduced non-profit rate through the Towns Interlocal agreement with the school district. If the change was not made, the school district would be compelled to charge LEAYSA increased rates through a separate Facility/Building and Grounds Usage Regulations for rentals.**

**One additional change has been made in Section XX, Term of Agreement, to state this agreement will continue in force for a period of five (5) years from the date of execution. Originally, the agreement was a yearly executed agreement that was cumbersome to execute due to the yearly turnover of LEAYSA volunteers.**

**COST:** There is no cost associated with the proposed changes to the Facility Utilization Agreement.

**FUNDING SOURCE:** *(Note: If funding is not included in the current budget; a Fiscal Note signed by the Finance Director will be attached)*

<b>Acct. Name &amp; No</b>	<b>Original Budget</b>
N/A	N/A

**SCHEDULE:** **Upon Town Council approval staff will meet with the LEAYSA Board to sign the updated agreement**

**RECOMMENDED ACTION:** **Staff is requesting Town Council approve the amended Facility Utilization Agreement.**

**TOWN CONTACT:** **Tony Chrisman  
Parks & Recreation/Library Director**

**ATTACHMENTS:** **Updated Facility Utilization Agreement**

## **TOWN OF LITTLE ELM PARKS AND RECREATION DEPARTMENT FACILITIES UTILIZATION AGREEMENT**

This Facilities Utilization Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between the Town of Little Elm, herein called the "Town" and the Little Elm Area Youth Sports Association, called "Organization."

WHEREAS, the TOWN of Little Elm recognizes the Little Elm Area Youth Sports Association as the ORGANIZATION coordinating the youth athletic community.

WHEREAS, TOWN is interested in the needs and interests of its youth and adults involved in community athletics; and

WHEREAS, TOWN is further interested in the organization and coordination of the various non-profit community athletic organizations in connection their use of TOWN park facilities and desires to use TOWN park facilities as hereinafter provided.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants herein set forth, the parties agree as follows:

### **I. ESTABLISHMENT OF LITTLE ELM AREA YOUTH SPORTS ASSOCIATION (LEAYSA)**

There is hereby created a LEAYSA Board consisting of 13 members appointed by a general election of the participating members.

The appointment to the LEAYSA Board is by general election for a yearly term. The Board shall operate according to the terms of the Facility Use Agreement.

The Board shall function as an advisory volunteer group to the Town of Little Elm.

The LEAYSA by-laws shall include, among other items: provisions for regular meetings as may be deemed necessary by the Town, records of its proceedings to be open to the public; and reports to the Town at regular intervals.

### **II. PREMISES**

TOWN agrees to provide facilities for game fields as defined in Exhibit A, entitled "Park Facilities". Facilities listed in Exhibit A are herein called "Premises" in accordance with the terms of this Agreement. ORGANIZATION shall coordinate with the TOWN and ORGANIZATION in identifying premises and field requests for each season of play as soon as practical and no less than thirty (30) days prior to the beginning of practice for the respective season.

The premises listed in Exhibit A may be adjusted from time to time by the TOWN, generally based on the regular seasons of ORGANIZATION and the ORGANIZATION holding similar agreements with the TOWN, and after consultation with the ORGANIZATION and other athletic sports associations holding similar agreements with the TOWN and which may reasonably be considered to be impacted by such adjustment. The TOWN shall consult with ORGANIZATION in determining the most appropriate premises and field allocations as set out in Exhibit A. The TOWN shall have the sole discretion to allocate premises and field usage in the manner in which it deems to be in the best interest of the TOWN.

### III. SEASONS AND HOURS

The seasons of this Agreement shall be Fall Season and All Stars occurring on the days of Monday thru Sunday as shown in Exhibit B, entitled "Seasons and Hours". ORGANIZATION agrees that it shall not begin Premises usage before 4:00 PM on weekdays, 8:00 AM on Saturdays and 12:00 PM on Sundays. ORGANIZATION shall stop play and/or any type of usage of the Premises (including, but not limited to, games and practices) by 10:00 PM on Monday thru Sunday. Premises lights will be turned off at 10:00 PM on Sunday thru Thursday and 10:00 PM on Friday and Saturday.

Times for usage of lights and fields may be modified for tournament play with prior notification and approval from the Director of Parks and Recreation or his/her designee.

The General Schedule for the seasons and tournaments shall be included in Exhibit B. The season and tournament dates may adjust from time to time based upon mutual agreement of the TOWN and ORGANIZATION. The TOWN shall make a good faith effort to coordinate with the ORGANIZATION in determining the appropriate premises and field use dates as set out in Exhibit B. Such dates are subject to the approval of and modification by the TOWN.

### IV. FEES AND ASSIGNMENT

ORGANIZATION shall not charge any fees for admission of the spectators without prior written approval of the Town of Little Elm Parks and Recreation Board (the "Parks and Recreation Board") for any event. By way of example only, the Parks and Recreation Board may approve the charging of and admission at an ORGANIZATION tournament. ORGANIZATION reserves the right to request a voluntary donation for admission to events other than regularly scheduled league games. ORGANIZATION agrees to provide signs clearly indicating donations are requested only for the ORGANIZATION activity currently occurring on Premises. Access to other Premises activities shall be clearly available. ORGANIZATION shall not assign this Agreement nor shall it rent out or allow any other individual or group to use any property of the TOWN, including without limitation, the Premises, without prior written consent of the TOWN.

## V. UNLAWFUL ACTIVITIES

ORGANIZATION shall not engage in any activities on the Premises which are in violation of any existing state, federal and/or local law and/or use the Premises in such a manner as to unreasonable interfere with other Premises' patron engaged in lawful activities.

## VI. PERMISSION FOR INSTALLATION OR CONSTRUCTION

ORGANIZATION, in accordance with the TOWN'S Donation Policy shall submit to the TOWN, for written approval, any proposal to install and/or construct temporary and/or permanent structures, signs, equipment and/or other items.

Permanent Structures shall become the property of the TOWN. Nothing contained herein shall be construed to prevent ORGANIZATION and the TOWN from entering into a separate agreement regarding endorsements, or other activity not specifically regulated under this agreement.

Modifications to the structure of the park facilities, including but not limited to, concession stands, storage facilities, playing surfaces are strictly prohibited without the express written consent of the Director of the Parks and Recreation Department or his/her designee. This includes, but is not limited to, screws, bolts, or anchors in walls, additional fixtures, counter top changes, and the mounting of items from the ceilings in concession stands and storage facilities.

## VII. INDEMNITY/RELEASE

ORGANIZATION SHALL DEFEND, INDEMNIFY, HOLD HARMLESS AND EXEMPT TOWN ITS AGENTS, OFFICIALS, SERVANTS, REPRESENTATIVES, VOLUNTEERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, LEGAL PROCEEDINGS, DEMANDS, DAMAGES, COSTS, EXPENSES AND ATTORNEY'S FEES FOR, AMONG OTHERS, BODILY INJURY, ILLNESS, DEATH, ECONOMIC LOSS, PERSONAL INJURY AND/OR PROPERTY DAMAGE ARISING OUT OF ANY ACT AND/OR OMISSION COMMITTED, INTENTIONAL OR UNINTENTIONAL, BY ORGANIZATION, ITS OFFICIALS, PLAYERS, MEMBERS, OFFICERS, SPECTATORS, PARTICIPANTS, INVITEES, REPRESENTATIVES, VOLUNTEERS, AGENTS AND/OR SERVANTS, AS WELL AS ANY ACT AND/OR OMISSION, INTENTIONAL OR UNINTENTIONAL, COMMITTED BY TOWN, ITS AGENTS, OFFICIALS, SERVANTS, REPRESENTATIVES AND EMPLOYEES AND/OR VOLUNTEERS, IN CONNECTION WITH THE ACTIVITIES CONDUCTED UNDER AND/OR AS A RESULT OF THIS AGREEMENT.

NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO LIMIT OR WAIVE ANY GOVERNMENTAL OR SOVEREIGN IMMUNITY OF THE TOWN AND/OR ANY IMMUNITY APPLICABLE TO ITS OFFICERS, AGENTS, SERVANTS,



REPRESENTATIVES AND/OR EMPLOYEES, NOR SHALL IT BE CONSTRUED TO LIMIT OR WAIVE ANY INSURANCE COVERAGE OR THE TOWN'S STATUS AS AN ADDITIONAL NAMED INSURED AS PROVIDED IN PARAGRAPH XIII OF THIS AGREEMENT.

FURTHER ORGANIZATION FULLY, COMPLETELY AND UNCONDITIONALLY RELEASES, RELINQUISHES AND DISCHARGES TOWN, ITS AGENTS, OFFICIALS, SERVANTS, REPRESENTATIVES AND EMPLOYEES AND/OR VOLUNTEERS, FROM ANY AND ALL CLAIMS, DEMANDS, DEBTS, OBLIGATIONS, LIABILITIES, COSTS, EXPENSES, CONTROVERSIES, LIENS, ENCUMBRANCES, ACTIONS AND CAUSES OF ACTION AND DEFICIENCIES OF ANY KIND OR CHARACTER WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, WHETHER IN TORT OF CONTRACT, WHETHER FIXED, CONTINGENT OR OTHERWISE, WHICH ARISE FROM OR RELATED IN ANY MANNER WHATSOEVER TO ORGANIZATION'S , ITS OFFICIALS, PLAYERS, MEMBERS, OFFICERS, SPECTATORS, PARTICIPANTS, INVITEES, REPRESENTATIVES, VOLUNTEERS, AGENTS AND/OR SERVANTS, USE OF THE FACILITIES.

#### VIII. FOOD SERVICE

ORGANIZATION shall ensure that all food and/or drink prepared, served, sold and/or stored complies with all TOWN, state, county and federal laws.

#### IX. CONCESSION SERVICES

The TOWN may allocate specific vending facilities for use by ORGANIZATION. Such allocations of facilities are at the sole discretion of the TOWN.

ORGANIZATION may utilize the beverage or food vendor of their choice until such time as the TOWN enters into an agreement for the provision of a specific concessionaire, vendor or vended item(s) for a park facility utilized by the ORGANIZATION. The TOWN shall provide thirty (30) days notice to ORGANIZATION regarding the effective date of such an agreement and ORGANIZATION agrees that it will cease using any other vendor and will cease selling any vended item(s) which would be incompatible with the TOWN concessionaire(s) and/or vender(s) agreement.

TOWN agrees not to secure a concessionaire or vending agreement for the fall of 2012 season.

#### X. DOCUMENTS AND OFFICERS

ORGANIZATION shall submit the following to the Parks and Recreation Department upon the execution of this Agreement, unless otherwise provided herein:

1. A current copy(ies) of the ORGANIZATION'S By-Laws, rules, and regulations, charter and/or constitution (any amendments thereto) that have been approved by the general membership of ORGANIZATION.

2. A current copy(ies) of the ORGANIZATION'S annual budget (and any amendments thereto) that has been approved by the general membership of the ORGANIZATION;
3. A current copy of the ORGANIZATION'S annual financial audit;
4. A current certificate of liability insurance, with the TOWN shown as an additional insured. Such liability insurance coverage shall be: (I) In accordance with the terms of this Agreement; and (II) for the purpose of among other things, to pay on behalf of the insured(s) all damages because of bodily injury (including death) and/or property damage caused by an occurrence arising out of the use of the Premises, and any incidental uses thereto, by ORGANIZATION, its members and participants, members and participants, spectators and/or invitees; and
5. A current listing of telephone, email, and any other contact information for all members of the ORGANIZATION, designating which members are on the Board of Directors and/or officers for the ORGANIZATION.

The Parks and Recreation Department shall, upon obtaining a fully executed copy of this Agreement, submit to ORGANIZATION the names, addresses and phone numbers of all appropriate contacts of the Parks and Recreation Department.

#### XI. ROSTERS AND SCHEDULES

ORGANIZATION shall submit to the Parks and Recreation Department rosters of all of its participant's names, mailing addresses and email addresses and a listing of the full schedule for each season. The rosters shall be **submitted within two (2) weeks** after completion of registration and the full schedule shall be submitted **at least two (2) weeks prior to the first regular season game**.

#### XII. FIELD MANAGER

ORGANIZATION shall designate at least one (1) field manager for the ORGANIZATION. Upon execution of this Agreement, ORGANIZATION shall furnish the Parks and Recreation Department the name(s) and telephone number(s) of each person(s) designated as field manager(s). It shall be the responsibility of the field manager to meet with and discuss field conditions with a Parks and Recreation Department representative. It shall also be the responsibility of the field manager to submit a work order form to the Parks and Recreation Department to request any maintenance, repairs or supplies not specifically mentioned in this Agreement. The Parks and Recreation Department shall, in its sole discretion, determine whether the TOWN will complete the work requested in the work order form. At least fourteen (14) days before the beginning of each season, the ORGANIZATION field manager shall meet with the Parks and Recreation Director, or his/her designee, to be briefed on maintenance procedures and techniques.

#### XIII. INSURANCE

ORGANIZATION, at its own costs and expense, shall obtain and keep in force during the term of this Agreement public liability insurance for the purpose of protecting ORGANIZATION, its officials, players, members, officers, spectators, participants, invitees, representatives, volunteers, agents, and/or servants and TOWN, its agents, officials, servants, representatives and employees and/or volunteers from any and all claims for damages to property and/or injury to person (including death) which may arise from and/or out of ORGANIZATION'S use and/or occupation of the Premises, and any incidents (s) related thereto. All insurance shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in Texas.

ORGANIZATION must procure and maintain the following minimum limits of insurance pursuant to this Article during the entire term of this Agreement.

<u>TYPE</u>	<u>MINIMUM LIMIT</u>
Comprehensive General	\$1,000,000-Combined Single limit Coverage
Public Liability	\$1,000,000-On a Per Occurrence Basis, And Medical Payment Coverage

All insurance policies shall be subject to the examination and approval of the Office of the TOWN Manager, for their adequacy as to content, protection and named insurance company. ORGANIZATION shall furnish to TOWN copies of such Certificates of Insurance within thirty (30) days of the execution of this Agreement or prior to the commencement of any activities by ORGANIZATION at the premises, whichever comes first. The certificate shall contain the following express obligations:

*"This is to certify that the policies of insurance described herein have been issued for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice shall be given to the TOWN of Little Elm, Texas."*

Insurance required by this Agreement for the TOWN as additional insured or an additional named insured shall be primary insurance and not contributing with any other insurance available to TOWN under any third party liability policy.

ORGANIZATION further agrees that with respect to the above required insurance, the TOWN shall:

- A. Be named as an additional insured or an insured, as its interest may appear; and
- B. Be provided with a waiver of subrogation, in its favor.

ORGANIZATION agrees to procure insurance to cover accident and/or medical expenses for all players. This insurance benefit will be designed to pay the excess of any expenses payable by other valid and collectible insurance to an insured person for an injury caused by a covered accident.

ORGANIZATION understands and agrees that it has the sole responsibility to provide the insurance as set forth herein and that failure to timely comply with the requirements under this Article shall be cause for termination of this Agreement.

#### XIV. PUBLIC ADDRESS SYSTEM

No public address system shall be used prior to 4:00 PM on weekdays, 8:00 AM on Saturday's, and 12:00 PM on Sunday's. No public address system shall be used after 10:00 PM on any day of the week.

ORGANIZATION shall comply with the TOWN'S Noise Ordinance at all times as it currently stands, or is amended in the future.

#### XV. COMMISSIONER

ORGANIZATION agrees to provide a representative, to be designated as the ORGANIZATION'S commissioner, on-site at each ORGANIZATION league or tournament game held and/or conducted on the Premises.

#### XI. EXHIBITS

The TOWN and ORGANIZATION agree that the exhibits attached to this Agreement are incorporated into this Agreement as if set out in their entirety. Exhibits included are:

- Exhibit A - Park Facilities
- Exhibit B - Seasons and Hours
- Exhibit C - Maintenance Agreement for Public Fields
- Exhibit D - Field Inspection and Closure Agreement
- Exhibit E - Storage Facilities Agreement
- Exhibit F - Equipment List and Requirements
- Exhibit G - Concession Agreement

#### XVI. SCHEDULING/FEES

The TOWN reserves the right to utilize the Premises for any purpose when ORGANIZATION activities are not scheduled in connection with this Agreement. If ORGANIZATION fails to use the Premises for its designated and scheduled activities, the TOWN may terminate Agreement. ORGANIZATIONS which are current members of the TOWN of Little Elm Youth Sports Association shall be given priority over non-members in scheduling use of the Premises. In addition, ORGANIZATIONS which are current members of the Little Elm Youth Sports Association will not be required to pay any fee with regard to scheduling and using the Premises in accordance with this Agreement.

#### XVII. ON-SITE SIGNAGE & ADVERTISING

ORGANIZATION shall be responsible for contacting and receiving approval from the Parks and Recreation Director or his/her designee for all signage requests prior to placing any sponsor and/or advertising signage on the Premises. The TOWN has final say as to where signage can/cannot appear on the Premises.

ORGANIZATION is allowed a maximum of two (2) signs listing ORGANIZATION sponsors for the current year. All signs are to be uniform in size on each field. Signs affixed to a fence must be no taller than the fence.

A pennant style sign will be allowed on each field that lists the previous year's season winners. The pennant style signs are not to exceed the size of three (3) feet by five (5) feet (3'X5').

The TOWN retains exclusive rights for signage and advertising for all Premises, and permanent scoreboards obtained by the TOWN. Signage that currently exists on scoreboards obtained by the TOWN is permitted to remain in place.

Signs are to be installed no earlier than one (1) week prior to the competition season. Signs are to be removed no later than one (1) week after the completion of the season.

Signs shall be in good taste and not promote alcohol, tobacco or nudity.

The ORGANIZATION shall be responsible to properly install, remove and maintain their signage. Signs must remain in good quality condition and not pose a hazard to participants or spectators.

ORGANIZATION shall be responsible for adhering to the TOWN'S Sign Ordinance as it currently stands, or is amended in the future.

#### XVIII. DEFAULT/ TERMINATION

If either party, TOWN or ORGANIZATION, violates any term of this agreement, either party may find the other in default and terminate the Agreement. Any termination will be made with a thirty (30) day written notice and the right to cure within ten (10) days after providing written notice to the party in default. Failure of ORGANIZATION to comply with any of the terms and/or conditions of this Agreement, including the exhibits attached hereto, could result in ORGANIZATION losing any and all present and/or future privilege of using any facility and/or premises of TOWN.

#### XIX. JOINT EFFORTS/REPRESENTATION

This Agreement was prepared by the joint efforts of the parties to the Agreement. Each signatory represents that this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

## XX. TERM OF AGREEMENT

This agreement shall continue in force for a period of five (5) years from the date of execution and thereafter on a year to year basis until one of the parties shall give the other party ninety (90) days written notice of intent to terminate as provided hereinafter, or until superseded.

## XXI. NON-PROFIT STATUS/HEADQUARTERS

ORGANIZATION represents that it is a non-profit organization, which is not conducted or operated for profit, and no part of any funds flowing to the ORGANIZATION inures the benefit of any member or individual. ORGANIZATION further represents that it is headquartered in TOWN and has a TOWN mailing address.

## XXII. MISCELLANEOUS PROVISIONS

1. NOTICE: Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee, for purposes of notification, the addresses of the parties shall be as follows:

If to ORGANIZATION, to \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to TOWN, to Tony Chrisman  
Parks and Recreation Director  
100 W. Eldorado Parkway  
Little Elm, Texas 75068

2. ENTIRE AGREEMENT. This agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified except by the mutual written agreement of the parties hereto.
3. VENUE. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Denton County, Texas.

4. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
5. CONSIDERATION. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
6. COUNTERPARTS. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed as original for all purposes.
7. AUTHORITY TO EXECUTE. The individuals executing this Agreement on behalf of the respective parties below represent to each other and the others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his/her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his/her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
8. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
9. SOVEREIGN IMMUNITY. The parties agree that TOWN has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
10. MISCELLANEOUS DRAFTING PROVISIONS. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumptions or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be in construing this document.

This Agreement is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2012

Town of Little Elm

By: \_\_\_\_\_

It's Director of Parks and Recreation

Little Elm Area Youth Sports Association

By: \_\_\_\_\_

It's President

This Agreement approved by the Board of Directors \_\_\_\_\_ and  
entered into the minutes of the Board meeting held \_\_\_\_\_.

\_\_\_\_\_  
Secretary

Little Elm Area Youth Sports Association

EXHIBIT A – Park Facilities



Town shall make available the following Premises for ORGANIZATION games:

1. Little Elm Park Field number one (1)
2. Little Elm Park Field number two (2)

Cottonwood Sports Complex:

1. Playing Field number one (1)
2. Playing Field number two (2)
3. Playing Field number three (3)
4. Playing Field number four (4)

## EXHIBIT B – Seasons and Hours

1. The following are approximate dates for ORGANIZATION significant activities:

### **2012 Calendar Year**

Practice Begins \_\_\_\_\_

Opening Day \_\_\_\_\_

End of Regular Season \_\_\_\_\_

Tournament \_\_\_\_\_

2. The following are approximate day(s) of the week for ORGANIZATION games:

Saturdays

3. The following are approximate hours for ORGANIZATION games:

Saturdays (8:00 AM- 10:00 PM)

## EXHIBIT C – Maintenance Agreement for Public Fields

1. The TOWN shall maintain the field and all turf areas of the playing fields, mowing, weed control, fertilizing, and herbicide spraying.
2. The TOWN shall mark all game fields from the grass area to the foul pole.
3. The TOWN shall maintain all bleachers.
4. The TOWN shall provide and maintain all area and ball field lighting systems.
5. The TOWN shall be responsible for the maintenance of any irrigation system and watering systems and watering of the outfield areas.
6. The TOWN shall maintain the restrooms in a sanitary condition. The ORGANIZATION shall be responsible for restocking the restrooms on game day as necessary.
7. The TOWN shall be responsible for all public scoreboards and the lines leading to the scoreboards. ORGANIZATION shall maintain and provide any repairs to the scoreboard control boxes and pay for replacement of the scoreboard control boxes if misplaced or lost by ORGANIZATION.
8. ORGANIZATION shall be responsible for daily game day collection of all litter on the fields to include but not be limited to, playing areas, fences, bleachers, concession stands and adjacent grounds. All litter shall be placed in the receptacles provided by the TOWN. The TOWN shall provide pick up for these receptacles.
9. ORGANIZATION is prohibited from performing any maintenance to any turf without written permission from the TOWN.
10. ORGANIZATION shall ensure that all secured areas remain locked and/or locked at the completion of each activity.
11. ORGANIZATION shall chalk the infield areas with substance approved by the Parks and Recreation Department.

## EXHIBIT D – Field Inspection and Closure Agreement

### Reasons for Athletic Field Closure and Postponement (to be solely determined by the Parks and Recreation Department):

1. Raining at game time creating an unplayable facility.
2. Playing field too wet.
3. Athletic Fields need to be closed in the interest of participant safety and/or preservation of good playing surfaces.

### TOWN Procedures for Athletic Field Closures and Postponement

(Weekdays: Monday – Friday)

1. The TOWN will inspect Athletic Fields by 4:00 PM and will, if, in TOWN'S sole discretion, conditions warrant, consult with the ORGANIZATION field manager, commissioner, or their designee, about the status of the field(s). The Parks and Recreation Director, or his/her designee, will have the final responsibility and authority for canceling and/or postponing games with regard to field conditions for weekday games.
2. The Parks and Recreation Director, or his/her designee, will take responsibility for making a decision based upon field condition, weather and/or any other reason deemed appropriate by the Parks and Recreation Director, or his/her designee.
3. After games have begun and inclement weather becomes a factor, ORGANIZATION officials shall follow the same guidelines set forth herein in deciding whether to cancel and/or postpone any game.

(Weekends: Saturday – Sunday)

1. The Parks and Recreation Director, or his/her designee, will monitor the weather and field conditions and consult with the appropriate ORGANIZATION field manager, commissioner, or their designee, about the status of the field(s) by 7:30 AM Saturday morning. Status for Saturday PM games will be reevaluated at 11:30 AM and the field decision will be made by the Parks and Recreation Director, or his/her designee, prior to noon Saturday. The ORGANIZATION field manager will be notified immediately of any field closures.
2. After games have begun and inclement weather becomes a factor, ORGANIZATION officials shall follow the same guidelines set forth herein in deciding whether to cancel and/or postpone any game.

#### EXHIBIT E – Storage Facilities Agreement

1. ORGANIZATION shall have use of the storage area located on premises inside of the concession stand building (“storage area”).
2. Use of the storage areas will be allowed by ORGANIZATION only during the term of the Agreement, unless terminated earlier as provided therein.
3. The TOWN will check out a key to the specific storage area to ORGANIZATION field manager at the beginning of the regular season, and the key must be returned to the Parks and Recreation Department within the first week after the conclusion of the regular season.
4. The storage areas are reserved for TOWN purposes only and access is limited to ORGANIZATION.
5. ORGANIZATION releases and waives any claim against the TOWN for loss of and/or damage to any and all equipment and/or any other item(s) stored in the storage areas.

## EXHIBIT – F Equipment List and Requirements

Keys will be distributed to ORGANIZATION at the beginning of the season to the main gates, fields, lights, and buildings. These keys must be returned to the Parks and Recreation Department within one (1) week of the conclusion of the regular season.

ORGANIZATION is responsible for the care of all keys distributed to them. If a key is misplaced or lost, ORGANIZATION will be solely responsible for any costs involved with changing the locks.

## EXHIBIT G – Concession Agreement

The parties agree and understand that this Exhibit applies only to the concession stand(s) located on premises (hereinafter individually and collectively referred to as the “concession stand”). ORGANIZATION understands and agrees that it may only use the concession stand designated in this Exhibit and upon the terms and conditions hereof.

1. ORGANIZATION will at all times during the term of the Agreement maintain the concession stand in a sanitary manner in compliance with Town, County, and State statutes and ordinances.
2. ORGANIZATION is responsible to ensure that the concession stand passes inspection by the TOWN’S Health Official and the health permit, if issued, be posted in the concession stand.
3. ORGANIZATION shall clear the area of all trash, garbage, paper, containers, litter, etc. generated by the concession stand. A dumpster and trash receptacles are provided by the TOWN.
4. The TOWN will provide ORGANIZATION one (1) key to the concession stand. This key must be returned to the Parks and Recreation Department within one (1) week after the conclusion of the regular season.
5. The TOWN shall be responsible for all water and electric bills for the concession stand.
6. The TOWN shall be responsible for underground utility line and piped leading to and from the concession stand. The TOWN is responsible for the building structure of the concession stand. The TOWN shall be responsible for any mechanical maintenance or repairs on the TOWN owned equipment within the concession stand.
7. ORGANIZATION shall be responsible for keeping only essential appliances (specifically, refrigerators, freezers and ice machines) during non-operating hours. Air conditioners and lights shall be turned off when not in use. ORGANIZATION shall be responsible for the upkeep and maintenance of ORGANIZATION owned equipment. ORGANIZATION releases and waives any claim against the TOWN for loss of and/or damage to any and all equipment, inventory and/or any other item(s) stored in the storage area and/or concession stand.
8. It is **PROHIBITED** to store alcohol and/or toxic or hazardous material in any part, or storage area of the concession stand.
9. ORGANIZATION shall be responsible for securing insurance for any equipment, inventory and/or any other item(s) owned by ORGANIZATION.

10. The TOWN reserves the right to utilize the concession stand when not in use by the ORGANIZATION. TOWN agrees to provide twenty-four (24) hours notice to ORGANIZATION prior to such use.
11. The TOWN will not harvest the ice machine on days scheduled for use by the ORGANIZATION in accordance with the Agreement.
12. ORGANIZATION shall be responsible for removing all food, drinks, and related condiments from the concession stand within one (1) week after the conclusion of the season (s) and conducting a thorough cleaning of the entire concession stand.
13. The league shall have first right of refusal on operating the concession stand(s). If league wishes not to operate the stand(s), TOWN will go out for competitive bids to private concessionaires and/or vendors.



### NOTIFICATIONS

1. The appropriate ORGANIZATION field manager has the responsibility to notify the ORGANIZATION and the participants about the field closure decision.
2. The TOWN staff will notify organization of field conditions by **4:00 PM on Weekdays and 7:30 AM on Weekends**, when activities are scheduled.
3. The Parks and Recreation Department maintenance crews will require a minimum of twenty-four (24) hours prior notice of rescheduled games by ORGANIZATION. **If twenty-four (24) hour notice is not received, the TOWN will not prepare fields for use.**
4. If a game is canceled due to rain that game cannot be moved to another field without the prior approval of the Parks and Recreation Director, or his/her designee.
5. ORGANIZATION is required to comply with and enforce all posted facility signage.

## FACILITIES USE AND POLICY GUIDELINES LITTLE ELM PARKS AND RECREATION DEPARTMENT

### I. General policies on the use of facilities in the TOWN of Little Elm

A. ORGANIZATION desiring the use of Little Elm Parks and Recreation owned and controlled fields must confine their ORGANIZATION or a division of their ORGANIZATION to the TOWN of Little Elm's corporate limits.

B. Eligibility requirement for participants in youth sports is ages four (4) through nineteen (19) years.

1. Any youth participating in athletics in Little Elm must reside full time within the TOWN'S corporate limits. The exception to this rule is that youth who are participants in church sports must be a bona fide member of the Little Elm church for which they play.

2. Exceptions for Soccer, Basketball and Girl's Fast pitch Softball are as follows :

A. All non-residents who attend schools within the corporate limits of Little Elm shall be allowed to play on Little Elm fields as long as facilities are available. (Example: Oak Point).

B. ORGANIZATION using Little Elm facilities must reside within the corporate limits of the TOWN of Little Elm.

C. Eligibility requirements for participants in adult athletics.

1. All adults who compete in athletics in the TOWN of Little Elm must reside or be employed full time within the TOWN'S corporate limits.

2. Where there are not enough participants to form one team or one league of all Little Elm residents or those employed by the TOWN of Little Elm:

A. Non-residents may be allowed to play on such teams with approval of the Little Elm Parks and Recreation Department. A request in writing must be made to the league President and the TOWN of Little Elm Parks and Recreation Department.

B. When a team can be filled with individuals who reside or work in the TOWN of Little Elm, non-residents will no longer be allowed to participate.

C. Games on a home basis will be allowed between two (2) or more cities as long as there are not enough TOWN of Little Elm teams to fill a league and the facilities are available.

D. Teams that must play on a home basis will be granted the use of city facilities when they are available and not scheduled for regular league play.

### II. Specific guidelines on the use of Little Elm Facilities

- A. There shall be a two (2) week period between the conclusion of one league and the beginning of another league providing the leagues are playing on multi-use facilities. This will enable facilities crew to have the necessary time for facilities preparation prior to the beginning of the next league. This shall be strictly adhered to. NO exceptions will be granted. League must honor days and time allotted for facilities and relinquishes facilities for other scheduled activities. (See Amendment number four (4) for season schedule.
- B. All associations and coaches are asked to please have all participants and spectators park in the designated parking areas.**
- C. All leagues make up games and non-scheduled league games must be approved, rescheduled by submittal to the Parks and Recreation Department.
- D. Arrangements must be made to make sure lights are promptly turned off and locked after games. One person for each league shall be responsible for lights. **When lights are left on, that person will be called to turn off lights off regardless of time.**
- E. Individual teams and associations must find their own workout areas. TOWN of Little Elm is furnishing facilities for all approved ORGANIZATION and teams in Little Elm.
- F. ORGANIZATION shall be affiliated with a National and/or State Association and submit its rules and guidelines to the Parks and Recreation Department of Little Elm for filing.
- G. Failure to comply with established guidelines shall jeopardize the use of sports facilities. Until the ORGANIZATION that violated guidelines is in compliance, the TOWN of Little Elm Parks and Recreation can restrict the use of the assigned facilities.

### III. Coaches Certification

Each sports association, ORGANIZATION shall be responsible for its own certification program.

### IV. Facilities Allocation Procedures

- A. Final allocation shall be by the authority of the Parks and Recreation Department.
- B. All associations must establish a specific sports season and request approval from the Little Elm Parks and Recreation Department to expand the season. Also the Parks and Recreation Department has the authority to set the season to benefit the ORGANIZATION needs.
- C. All athletic facilities will be allocated to the ORGANIZATION for regular season play during Athletic Board Meetings only.

- D. All primary season sports shall have priority over practice or tournaments unless the Parks and Recreation Department gives approval of practice or tournament allocation.
- E. All allocation applications must be turned in one (1) week prior to regular scheduled meetings.
- F. ORGANIZATION shall select its primary season if they conduct two (2) or more seasons per calendar year.
- G. Priority and consideration of ORGANIZATION shall be allocated in the best interest of the total TOWN.

V. Tournaments (agreements attached)

- A. Only one tournament per season per ORGANIZATION for league play.
- B. Tournaments cannot be scheduled to interfere with league play.
- C. Only one invitational or qualifiers tournament may be hosted per year outside of league tournaments.
- D. The TOWN of Little Elm reserves the right to host any Regional, State or National tournament, which would take precedence over any other tournament.
- E. ORGANIZATION hosting league play-offs must submit in writing the dates they want to have play-off games.
- F. Tournament request must be made in writing by a league or President or a non-profit organization president to the TOWN of Little Elm Parks and Recreation Department at least one (1) week prior to the start of the league play for approval or disapproval. The requesting ORGANIZATION must be Little Elm based. (A facility request form may be picked up at the TOWN of Little Elm's Parks and Recreation Department located in the Service Center (1600 Mark Tree Lane, Little Elm).
- G. The proceeds from any tournament must benefit either the ORGANIZATION or Little Elm charitable organizations.
- H. Tournaments to be scheduled for the Fall/Winter by non-athletic committee members must be submitted by February 1 of the current year. Tournaments to be scheduled for the Spring/Summer by non-athletic committee members must be submitted by September 1 of the previous year. The Parks and Recreation Department has the right to extend these dates if no one group has requested the deadlines dates.

VI. Clinics or Camps (agreements attached)

- A. All clinics or camps must be approved by the TOWN of Little Elm Parks and Recreation Department.
- B. Registration procedures must be approved by the TOWN of Little Elm Parks and Recreation Department and ten (10) percent of gross revenue will be paid to the TOWN of Little Elm as a user fee. The TOWN of Little Elm has the right to request a full audit.

C. Types of clinics and camps that will be recognized are:

1. Pitching
2. Soccer
3. Football
4. Baseball/Softball
5. Basketball
6. Volleyball
7. others

D. A request to host a clinic by non-athletic committee members must be submitted to the TOWN of Little Elm Parks and Recreation Department ninety (90) days prior to the clinic or camp.

VII. Special Events

A. TOWN of Little Elm Parks and Recreation Department reserves the right to host any special event which would take precedence over local league play, tournaments, etc.

B. Examples of Special Events:

1. Fourth of July Jubilee
2. Town Picnic
3. Sporting Shows
4. Special Athletic Events
5. Autumn Fest

**These policies are established for the purpose of serving the needs of the TOWN of Little Elm residents more effectively. Any exceptions to these rules can only be made by the TOWN of Little Elm Parks and Recreation Department. Any problems should be discussed with the Parks and Recreation Department officials. It is our desire to maintain open and continual communication in order to continually improve athletic programming.**

## Amendments

### AMENDMENT 1:

Sports Facilities use policy guidelines

The following policy to be approved by the TOWN of Little Elm Parks and Recreation Department Board at the Board meeting;

There will not be any practice allowed on game fields with the following exceptions:

Football will be allowed to use game fields for practice when game fields are available. However, league games take priority over practice.

Teams participating in all-star tournaments or playoffs in their respective leagues; must be granted approval by the Town of Little Elm prior to practice.

### COMMENT:

The reason football is allowed to use game fields when available is due to the requirement of proper amount of practice time necessary for safety in a contact sport.

### AMENDMENT 2:

Primary sports season for TOWN of Little Elm Parks and Recreation Department for use of facilities.

Baseball – Spring/Fall

Basketball – Winter

Softball – Spring/Fall

Soccer – Spring/Summer/Fall

Football – Spring/Fall

Volleyball – Spring

## LINE OF ACTION

STEP 1. When the Department is contacted by individual (s), they are told to contact their specific ORGANIZATION in writing so that the ORGANIZATION Board of Directors can review the concerns of the individual (s).

STEP 2. If the individual (s) are not pleased with the ORGANIZATION Board of Directors decision, they are instructed as to the procedures to contact the Parent ORGANIZATION of the District, State, Regional, and/or National Office.

STEP 3. If the ORGANIZATION does not have a Parent ORGANIZATION, they may petition the Little Elm Area Youth Sports Association to review their concern(s). The committee shall have the right to deny or review the concern(s) if they feel it is in the best interest of the ORGANIZATION.

STEP 4. Little Elm Area Youth Sports Association shall make recommendations, uphold the decision and/or send it back to the ORGANIZATION to review the concern of all individual(s).

STEP 5. Little Elm Area Youth Sports Association shall only request the Parks and Recreation Department Board involvement if the matter deals with these following item(s).

1. Violation of TOWN Code(s).
2. Damage/vandalism to TOWN property.
3. Facility use denied due to deceitfulness, trickery, or fraud.
4. The ORGANIZATION reserves the right to bring issue to the Parks and Recreation Board in the best interest of the community and good will toward the interested parties.

*The steps that have been outlined above have been set-up to assist the community, individual (s), sports associations, organizations, the Parks and Recreation Department as a good will gesture for guiding citizens and/or parents' concerns of the Sports procedures.*

## TOURNAMENT FACILITY USAGE AGREEMENT

Association: \_\_\_\_\_

Tournament Director: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

### TOURNAMENT INFORMATION

Men's	Slow Pitch	Open	Mini
Women's	Fast Pitch	A	Minor
Co-Ed	12" Ball	B	Junior
Youth	11" Ball	C	Senior
Other _____	16" Ball	D	Other _____
	Baseball		
	Other _____		

Double Elimination  
Single Elimination  
Single Elimination with Consolation  
Other \_\_\_\_\_

### Time Schedule for Games

32 Teams	55 Minutes
24 Teams	1 Hour
Other _____	Other _____

Dates: \_\_\_\_\_

Rain Outs: \_\_\_\_\_

Entry Fee: \_\_\_\_\_

Entry Deadline: \_\_\_\_\_

Gate Fee: \_\_\_\_\_

Awards Given: \_\_\_\_\_

Umpire Fee: \_\_\_\_\_



Umpire Association used for Tournament: \_\_\_\_\_

Scorekeeper Fee: \_\_\_\_\_

Registration of Umpires: ASA, USSA, other \_\_\_\_\_

Sanctioned Tournament: YES NO

If yes, what affiliation? \_\_\_\_\_

Fields required: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Will field maintenance be required? YES NO

If yes, a \$15.00/person fee will be charged for field preparation.

What times are required? \_\_\_\_\_

Proceeds: Please explain how all proceeds will benefit the TOWN of Little Elm and what they are going to be allocated for.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SUBMIT DEADLINE DATE FOR: FALL/WINTER – February 1 OF CURRENT YEAR  
SPRING/SUMMER – September OF CURRENT YEAR**

### **CONDITION OF AGREEMENT**

1. Tournament shall not exceed a total of thirty two (32) teams unless otherwise approved by the Parks and Recreation Department.
2. Game time must be approved by the Parks and Recreation Department.
3. Umpires shall be used and must be dressed in full uniform.
4. All umpires and scorekeepers must be registered: ASA, USSA, TAAF, USSFA, USTA or TTA and paid a regular fee by the ORGANIZATION.
5. All proceeds must benefit the TOWN of Little Elm.
6. Tournament must be hosted by a non-profit service organization with the approval of the Parks and Recreation Department.
7. The tournament organizers shall provide the opportunity for a host team in each division to participate at no cost to the host team. This includes tournaments that offer several divisions that might be played in other cities.
8. Tournament rules must be submitted to the Parks and Recreation Department before the tournament deadline.
9. All trash and litter must be picked during the tournament, and at the end of each day.
10. After the tournament is completed, a financial report must be submitted two days after the tournament to be approved by the Parks and Recreation Board.
11. A \$500.00 fee will be charged per day for each complex and is payable to the Parks and Recreation Department before the tournament deadline.
12. A \$500.00 deposit will be required. The deposit will be returned if all of the conditions of this Agreement are met.
13. Liability insurance in the amount of \$1,000,000.00 must be purchased with the TOWN of Little Elm listed.
14. All gate entry fees, concession sales, and promotional sales must be approved by the

15. If the above conditions are not met as per our Agreement, sport event will be subject to cancellation.

16. I, \_\_\_\_\_ hereby agree to abide by the rules and policies of the TOWN of Little Elm and the Parks and Recreation Department and I, \_\_\_\_\_, also agree not to hold the TOWN of Little Elm or its employees liable for any injuries incurred in connection with my participation in this recreation program.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

Fees: \$500.00/Complex/Day  
\$15.00/Hour for field preparation/Person  
\$500.00/Deposit

Total Charge Payable to \_\_\_\_\_

Total Charge Payable for field preparation \_\_\_\_\_

Parks and Recreation Department

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of City Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date of Approval

**SUBMIT DEADLINE DATE: NINETY (90) DAYS BEFORE CLINIC DATE**

**CLINIC FACILITY AND/OR FIELD USAGE AGREEMENT**

Association: \_\_\_\_\_

Clinic Director: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

**CLINIC INFORMATION**

Men's	Soccer	Open	Participants
Women's	Softball – S/F	A	0-50
Co-Ed	Baseball	B	51-100
Youth	Basketball	C	*101-150
Other _____		D	*Over 100 Must have Department Approval

Dates: \_\_\_\_\_

Rain Outs: \_\_\_\_\_

Entry Fee: \_\_\_\_\_

Entry Deadline: \_\_\_\_\_

Awards Given: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Instructor Fee: \_\_\_\_\_

Instructor Association that is being used: \_\_\_\_\_

Sanctioned Clinic?      Yes              No

Facilities and/or fields required: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If yes, a \$15.00/hour/person fee will be charged for the facility and/or field preparation.

Proceeds: Please explain how all proceeds will benefit the TOWN of Little Elm, and what they are going to be allocated to.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines, typical of notebook paper. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

## CLINIC CONDITION OF AGREEMENT

1. Clinic shall not exceed a total of one hundred (100) participants unless otherwise approved by the Parks and Recreational Department.
2. Clinic time must be approved by the Parks and Recreation Department before registration deadline.
3. All instructors/organization must be certified and must carry proof of liability insurance with the TOWN of Little Elm named insured. A copy must be forwarded to the Parks and Recreation Department thirty (30) days before clinic is scheduled.
4. Clinic must be hosted by a non-profit organization with the approval of the Parks and Recreation Department.
5. Clinic registration form must be submitted to the Parks and Recreation Department before the clinic deadline.
6. All trash and litter must be picked up during the clinic and at the end of each day the clinic is held.
7. After the clinic is completed, a financial report must be submitted two days after the clinic to be approved by the Parks and Recreation Department.
8. A \$25.00 fee will be charged per clinic per each participant and is payable to the TOWN of Little Elm before the clinic deadline. Also, a roster of participants must be included with the clinic fee.
9. A \$500.00 deposit will be required. The deposit will be returned if all conditions of this Agreement are met. The deposit WILL NOT be returned after two (2) weeks of completion of the clinic is all conditions are not met.
10. All concession sales and promotional sales must be approved by the Parks and Recreation Department.
11. If the above conditions are not met as per our Agreement, sports event will be subject to cancellation.
12. I \_\_\_\_\_ hereby agree to observe and abide by the rules and policies of the TOWN of Little Elm Parks and Recreation Department and I \_\_\_\_\_ also agree not to hold the TOWN of Little Elm or its employees liable for any injuries incurred in connection with participation in this recreation program.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

Fees: \$15.00/Hour for field preparation/a person  
\$500.00/Deposit

Total Charge Payable to \_\_\_\_\_

Total Charge Payable for field preparation \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Town Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date of Approval

Charge participants x \_\_\_\_\_ (fee) x (# of participants) = \_\_\_\_\_ (total use fee)

## SPECIAL EVENT FACILITY USAGE AGREEMENT

Association/promoter: \_\_\_\_\_

Responsible Party: \_\_\_\_\_

Event Director: \_\_\_\_\_

Co-Event Director: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

### SPECIAL EVENT INFORMATION

TYPE OF SPECIAL EVENT: Brief Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Expected number of spectators: \_\_\_\_\_

DATES: \_\_\_\_\_

RAIN DATE: \_\_\_\_\_

ENTRY FEE: \_\_\_\_\_

ENTRY DEADLINE: \_\_\_\_\_

GATE FEE (IF USED): \_\_\_\_\_

Registration of umpires/referees ASA, USSA, USTA. Other \_\_\_\_\_

Sanctioned Event: Yes No Affiliation \_\_\_\_\_

(Attach proof of sanction to form)

If no, why? \_\_\_\_\_



Facilities required: \_\_\_\_\_  
\_\_\_\_\_

If facility maintenance and/or preparation is required, a fee will be assessed to cover all equipment/supplies used and labor cost.

Will an attendant be required? Yes No (\$15.00/hour/person)

What times are required? \_\_\_\_\_

Proceeds: Please explain how all proceeds will benefit the TOWN of Little Elm, and how they will be used.

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Please attach all promotional information to request, such as: flyers, entry forms, sponsorship, advertising, etc.

Who is responsible individual/group for the event? (liability, insurance, contracts, etc.)

Insurance Carrier: \_\_\_\_\_

Amount of Liability: \_\_\_\_\_ Policy Number: \_\_\_\_\_

TOWN of Little Elm Named Insured Yes \_\_\_\_\_ No \_\_\_\_\_

Performance Bond: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

Concessions/Vendors: Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, will you run your own concession/vendors or subcontract it? A charge of 20% gross or \$250.00 flat fee will be assessed. All Permits will be required.

## **SPECIAL EVENT CONDITION OF AGREEMENT**

1. The event number (teams/participants) shall be approved by the Parks and Recreation Department.
2. Dates, rain dates, times shall be approved by the Parks and Recreation Department.
3. All umpires/referees shall be used and must be dressed in full uniform and be paid regular fees by the ORGANIZATION.
4. The event must be co-hosted by a nonprofit organization, and be approved by the Parks and Recreation Department.
5. Any Promotional materials available must be submitted to the Parks and Recreation Department at the time of request and additional information shall be requested at the time of distribution.
6. It is highly recommended that the event be sanctioned by the parent organization.
7. All fees such as, entry fee, gate, concession sales, and promotional sales must be approved by the Parks and Recreation Department and the Department has the right to audit the event accounts if requested.
8. Proof of liability insurance with the TOWN of Little Elm named insured for at least \$1,000,000.00.
9. A cash deposit of \$2,500 to \$5,000 is required one month before the event. (This deposit will be deposited in the Parks and Recreation Department account.)
10. A security/police officer must be on duty during the duration of the event.
11. Portable toilets (5-10) must be provided. (Final number depends on estimated number of participants/spectators)
12. A trash pickup crew must be on site at all times. (Trash containers are provided).
13. Parking lot hosts/attendants are required at all times.
14. During inclement weather, the TOWN and/or sports association co-host shall have the right to cancel or postpone the event.
15. The individual or group making the reservation shall adhere to all appropriate field use policies set forth in the Parks and Recreation Facilities Use Policy and Guidelines.
16. The individual or group making the reservation shall be liable for damages that occur during the event.

17. If the above conditions are not met as per our Agreement, the event will be subject to cancellations.

18. I, \_\_\_\_\_ hereby agree to observe and abide by the rules and policies of the TOWN of Little Elm Parks and Recreation Department. I, \_\_\_\_\_ also agree not to hold the TOWN of Little Elm or its employees liable for any injuries incurred in connection with my association/group participation in this program/event.

\_\_\_\_\_  
Signature of Responsible Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Responsible Co-Host

\_\_\_\_\_  
Date

Deposit Fee \_\_\_\_\_ (attached) (will be deposited into the Parks and Recreation Department account)

Facilities Use

\$

Labor

\$

Concession Fee \_\_\_\_\_ @ \$250.00 \$

\$

TOTAL \$

#### Approval/Acceptance of Agreement

\_\_\_\_\_  
Signature of Responsible Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Responsible Co-Host

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Town Official

\_\_\_\_\_  
Date of Approval

# TOWN OF LITTLE ELM

## AGENDA INFORMATION SHEET:

### COUNCIL MEETING

**DATE:** March 6, 2012

**PROJECT:** Staffing for Adequate Fire and Emergency Response

**DESCRIPTION:** The Little Elm Fire Department has applied for the 2011/2012 Staffing for Adequate Fire and Emergency Response (SAFER) grant program through the U.S. Department of Homeland Security. SAFER grants provide financial assistance to help fire departments increase their amount of frontline firefighters to gain NFPA 1710 staffing compliance.

The grant works on a salary schedule as follows:

	Little Elm	Federal
Year One:	\$90,000	\$551,430
Year Two:	\$0	\$567,945
Year Three:	\$584,983	\$0

We are asking for nine firefighters to complete the staffing of our two fire stations and gain NFPA 1710 compliance.

**COST:** \$0 cost to the Town for the first two years for salaries. \$90,000 cost added to operational portion of budget for bunker gear, uniforms, training, certifications etc. No obligation to keep staff after the two year grant period. \$584,983 if staff is retained after the two year period in year three.

**SCHEDULE:** Pending approval from FEMA

**TOWN CONTACT:** Joseph Florentino, Fire Chief 214-975-0425



## TOWN OF LITTLE ELM AGENDA INFORMATION SHEET REGULAR AGENDA

**COUNCIL  
SESSION:**

March 06, 2012

**ITEM:**

**DISCUSSION AND ACTION:** To approve first amendment to Municipal Judge Agreement between Patricia Adams and the Town of Little Elm providing for magistrate services and authorize the Town Manager to execute the same.

**BACKGROUND:**

The purpose of this agreement is to provide for Magistrate duties and services with the Town of Little Elm jail. The jail is to open within the next 30 days. The duties of the Magistrate (Judge Patricia Adams) will be to conduct arraignments primarily and may involve reviewing and signing protective orders and other types of action.

Judge Adam's current contract expires in May 2012 and consideration for reappointment and amendment to her contract will need to be addressed for another two year term; staff is of the opinion that we can recommend re-appointment and provide a re-negotiated contract in May that will incorporate complete duties of the Judge to include arraignments.

For now, staff is of the opinion that we need to move forward with this amendment to the now current contract with Judge Patricia Adams.

**FISCAL IMPACT:**

At this time, the Town does not have any historical data to determine the fiscal impact of these duties of the Magistrate; it is the intent of staff and the Judge to allow approximately 6 months to determine the number of arraignments and hours involved with Magistrate duties with the opening of the jail facility.

This amendment recommends an hourly rate of \$100 with a minimum 1 hour per call out and has been determined to be the most equitable to both the Town and Judge since we are unsure of the workload.

The funding source will be out of the General Fund Municipal Court Budget and consideration of an amendment to the Court Budget will be reviewed prior to the close of the fiscal year.

**RECOMMENDED  
ACTION:**

Staff recommends approval of 1<sup>st</sup> amendment to contract between Judge Patricia Adams and the Town of Little Elm and authorize the Interim Town Manager to execute.

**ATTACHMENTS:**

1<sup>ST</sup> Amendment

**CONTACTS:**

Alan Dickerson, Finance Director

## **FIRST AMENDMENT TO MUNICIPAL JUDGE AGREEMENT**

**THIS** First Amendment to Municipal Judge Agreement ("**Amendment**") is made and entered into as of this 6th day of March, 2012 ("**Effective Date**") by and between PATRICIA ADAMS ("**Adams**") and TOWN OF LITTLE ELM ("**Town**").

**WHEREAS**, Adams and Town entered into that certain Municipal Judge Agreement ("**Agreement**"), effective on 18<sup>th</sup> day of May 2010, relating to the appointment of Adams as Municipal Judge of the Little Elm Municipal Court for a term of two (2) years; and

**WHEREAS**, Adams and Town now desire to amend the Agreement in the manner set forth below.

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the Town and Adams mutually agree to amend the Agreement as follows:

1. Paragraph II of the Agreement, is hereby amended and revised to increase the services to be provided under the Agreement by the replacement of said Paragraph II in its entirety with the following Paragraph II to read as follows:

"Adams' services as Municipal Judge are on an on-call basis, and Adams will be reasonably available to perform her role as Municipal Court Judge as requested by the Town. Adams' services as a magistrate for Town's jail are on an on-call basis, and Adams will be reasonably available to perform her duties as a magistrate as requested by the Town, in accordance with the requirements of the Code of Criminal Procedure. Adams is required to provide her own robe. Adams is further required to spend a reasonable amount of time participating in judicial continuing legal education programs so as to enhance her abilities to perform as Municipal Court Judge and to enhance the stature of such office."

2. Paragraph III of the Agreement, is hereby amended and revised to specify the compensation for the type of services to be provided under the Agreement by the replacement of said Paragraph III in its entirety with the following Paragraph III to read as follows:

"In consideration for her Municipal Judge services, Adams shall receive the sum of Four Hundred Fifty No/100 Dollars (\$450.00) for each day that Adams actually performs the duties as Municipal Court Judge of the Little Elm Municipal Court. In consideration for her services as a magistrate for Town's jail, Adams shall

receive One Hundred and No/100 Dollars (\$100.00) for each hour of magistrate duties performed for Town's jail, with a one (1) hour minimum for each call out for such services. After the first hour, time worked shall be billed at the hourly rate set forth above for each quarter hour worked by Adams. Payment by the Town for such services shall be from its current funds. The Town makes no warranties or representations as to the amount of work Adams will receive under this Agreement."

3. Except as set forth above, the Agreement remains unchanged and in full force and effect.
4. This Amendment is effective as of the date written above.

**ADAMS:**

**TOWN OF LITTLE ELM:**

By: \_\_\_\_\_  
Patricia A. Adams

By: \_\_\_\_\_  
Name: Douglas Peach  
Title: Interim Town Manager

# TOWN OF LITTLE ELM

## AGENDA INFORMATION SHEET:

### COUNCIL

**MEETING DATE:** March 6, 2012

**PROJECT:** **Recreation Center and Senior Center Construction Change Order #3 to Manager at Risk Construction Contract between the Town and Adolfson & Peterson**

**DESCRIPTION:** The Town is currently in construction on the Recreation Center and Senior Center. Several items have been addressed throughout its construction. Furnishing, Fixtures, and Equipment (FFE) items need to be added to Adolfson & Peterson's scope of work for coordination and corrections. These items include tables, chairs, desks, shelves, televisions, kitchen accessories, clocks, art, and fitness equipment. The Town's budget included \$287,500 for FFE outside of the current construction contract with A&P. After bids the total budget for FFE came to approximately \$350,000. As discussed with Council the budget is very tight on this project. There was little contingency within the contract awarded, only \$15,000 for the Senior Center and \$45,210 for Recreation Center. As construction has progressed, minor changes have started to lower that contingency to a level that makes staff uncomfortable with the ability to address items during the remaining construction. This change order includes \$51,000 to add to the contingency.

Funding for these additions are available within the project budget and interest earned on the bonds. Three Hundred sixty six thousand dollars and no cents (\$366,000) of interest was approved with the contract previously. An additional one hundred and fourteen thousand (\$114,000) of interest has been earned on the 2009-2014 bonds.

**COST:** **\$401,000.00 (6,248,326.00 Total)**

**FUNDING:** **Acct. Name & No**  
2009-2014 Recreation and Leisure Bond Improvements  
Recreation Center and Senior Center (#40)  
870-6728-87-40



**SCHEDULE:** Adolfson & Peterson is to order FFE and begin installation. No change in schedule is proposed with this addition.

**RECOMMENDED ACTION:** Staff recommends Council approve Change Order #3 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 in the amount of \$401,000.00 and authorize Town Manager to execute for the same.

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

**ATTACHMENTS:** 1. Construction Manager at Risk Construction Contract  
Change Order #3



# AIA® Document G701™ – 2001

## Change Order

<b>PROJECT</b> (Name and address):	<b>CHANGE ORDER NUMBER:</b> 03	<b>OWNER:</b> <input type="checkbox"/>
Little Elm Community Recreation Center	<b>DATE:</b> February 27, 2012	<b>ARCHITECT:</b> <input type="checkbox"/>
303 Main Street		<b>CONTRACTOR:</b> <input type="checkbox"/>
Little Elm, TX 75068		<b>FIELD:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address):	<b>ARCHITECT'S PROJECT NUMBER:</b>	<b>OTHER:</b> <input type="checkbox"/>
AP Gulf Staes, Inc.	<b>CONTRACT DATE:</b> January 5, 2010	
dba Adolfson & Peterson Construction	<b>CONTRACT FOR:</b> 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 Change Order includes the follow:

Add for Furniture, Fixtures, & Equipment (FF&E)	\$350,000
Add for Increasing the Project Contingency	\$ 51,000

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 increased by this Change Order in the amount of	\$	401,000.00
The new Guaranteed Maximum Price including this Change Order will be	\$	4,826,360.00

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is May 30, 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 Staes, Inc.	The Town of Little Elm
<b>ARCHITECT</b> (Firm name)	dba Adolfson & Peterson Construction	<b>OWNER</b> (Firm name)
10100 N Central Expy # 300 Dallas, TX	1900 Firman Drive, Suite 700	100 West Eldorado Pkwy • Little Elm, TX
75231	Richardson, TX 75081	75068
<b>ADDRESS</b>	<b>ADDRESS</b>	<b>ADDRESS</b>
<b>BY</b> (Signature)	<b>BY</b> (Signature)	<b>BY</b> (Signature)
(Typed name)	Will Hodges	(Typed name)
	(Typed name)	
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>

# TOWN OF LITTLE ELM

## AGENDA INFORMATION SHEET:

### COUNCIL MEETING

**DATE:** March 6, 2012

**PROJECT:** Task Order with TRC Engineers, Inc. (Engineering Services Contracts) for Cottonwood Trail Improvements

**DESCRIPTION:** Town Staff has negotiated a Task Order for design of the Cottonwood Trail Improvements with TRC Engineers, Inc. The Town has a Master Agreement with TRC to furnish consulting services for the Town of Little Elm.

The Town is currently constructing Witt Road Bridge. Trails are included within the scope of the project and landowners have already given trail easements from Witt Road to the east towards FM 423. This design will provide a connector trail piece from Witt Road to the future trail system required by the development of McCord Park. The task order includes:

1. Provide for TAS review and inspection on the project.
2. Prepare construction plans and specifications for the proposed 10 ft. wide sidewalk walk from Witt Road to the 423 West Limited property line (approximately 1,600 lf), along Cottonwood Creek, with storm sewer culverts for drainage.
3. Assist the Town in bid process including preparation of bid advertisement document, assist the Town in the opening and tabulation of bids, prepare award recommendation letter and prepare construction contract documents.
4. Assist Town during construction consisting of contractor correspondence, submittal review, pay request review, periodic site visits (maximum of three), final inspection, monthly construction meetings, preparation of contractor punch list and record drawing preparation.

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

**COST:** **\$13,125.00**

**FUNDING:** **Acct. Name & No**  
Smothermon Road Project  
870-6826-87-65  
\$13,125.00

**SCHEDULE:** TRC will start design immediately. Construction will be included within the Witt Road Bridge project as funding allows.

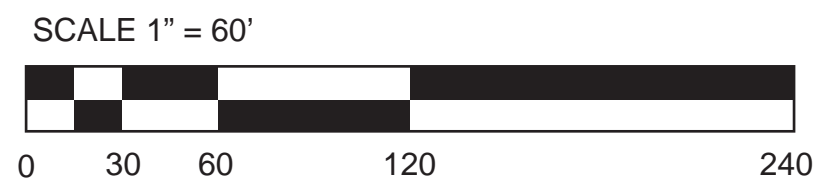
**RECOMMENDED ACTION:** **Staff recommends Council approve a Design Task Order for the Cottonwood Trail Improvements between the Town of Little Elm and TRC Engineers, Inc. for the amount of \$13,125.00 and authorize the Town Manager to execute a contract for the same.**

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

**ATTACHMENTS:**

1. Exhibit
2. Design Task Order
3. Cost Estimate







November 21, 2011

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

Re: Cottonwood Trail Improvements  
Engineering Services Proposal

Dear Mr. Laumer:

The Town of Little Elm has requested that TRC Engineers, Inc. (TRC) provide this engineering proposal for design services related to the "Cottonwood Trail" Improvement Project. Based on the attached Scope of Work, the cost to provide these services is \$13,215.00 lump sum. A cost estimate for the project has also been attached for your use.

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

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

Sincerely,

---

K. Beau Perry, P.E.  
West CES Practice Leader

---

Ivan Langford  
Town Manager

Attachment

**TOWN OF LITTLE ELM, TEXAS**  
**COTTONWOOD TRAIL IMPROVEMENTS**  
**TRC SCOPE OF WORK**  
**NOVEMBER 21, 2011**

1. Provide for TAS review and inspection on the project.
2. Prepare construction plans and specifications for the proposed 10 ft wide sidewalk walk from Witt Road to the 423 West Limited property line (approximately 1,600 lf), along Cottonwood Creek, with storm sewer culverts for drainage.
3. Assist the Town in bid process including preparation of bid advertisement document, assist the Town in the opening and tabulation of bids, prepare award recommendation letter and prepare construction contract documents.
4. Assist Town during construction consisting of contractor correspondence, submittal review, pay request review, periodic site visits (maximum of three), final inspection, monthly construction meetings, preparation of contractor punch list and record drawing preparation.

**ASSUMPTIONS**

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

- No topographical surveying will be provided.
- Plan and bid documents will be per TRC's and the Town's standards.
- Storm sewer design will be based on low rain events.

**EXCLUSIONS**

The following items are excluded from the Scope of Work:

- Construction staking
- Construction services other than those listed above
- Streetscape or irrigation design
- Continuous construction inspection
- Environmental or cultural review of project limits
- Detailed title search or title policy
- Attendance at or preparation for condemnation hearings
- Easement or plat documents, landowner contact or easement negotiations
- Geotechnical work
- Preparation of preliminary or final plats

# TRC ENGINEERS, INC.

505 E. Huntland Dr. Suite 250

Austin, TX 75034

TEL: (512) 454-8716 FAX: (512) 454-2433

## PRELIMINARY ENGINEER'S ESTIMATE OF ANTICIPATED CONSTRUCTION COSTS

PROJECT: Cottonwood Trail

ACREAGE: -

CLIENT: Town of Little Elm

LOTS: -

PREPARED BY: J. Thomas

JOB NUMBER: -

DATE: 21-Nov-11

### Paving and Drainage

ITEM	DESCRIPTION	UNIT	Quantity	\$/UNIT	TOTAL COST
P.1	Excavation	SY	1,540	\$8.00	\$12,320.00
P.2	5" Reinforced Concrete Sidewalk (10' wide)	SY	1,175	\$34.00	\$39,950.00
P.3	Barrier Free Ramps	EA	1	\$839.00	\$839.00
P.4	Hydromulch	SY	1,175	\$0.50	\$587.50
P.5	Construction Entrance	SY	210	\$10.00	\$2,100.00
P.6	Silt Fence	LF	810	\$1.25	\$1,012.50
P.7	18" RCP	LF	100	\$34.00	\$3,400.00
P.8	18" safety End Treatment	EA	10	\$1,100.00	\$11,000.00
P.9	Trench Safety	LF	100	\$1.00	\$100.00
				Sub-Total	\$71,309.00

Paving and Drainage	\$71,309.00
Contingency (15%)	\$10,696.35
<b>TOTAL</b>	<b>\$82,005.35</b>



# TOWN OF LITTLE ELM

## AGENDA INFORMATION SHEET:

### COUNCIL

**MEETING DATE:** March 6, 2012

**PROJECT:** **Robertson Elementary Offsite Playground Improvements  
(Construction Contract)**

**DESCRIPTION:** On Tuesday, February 21, 2012 at 9:30 AM the Town received bids for the Robertson Elementary Offsite Playground Improvements. Bids were received from two (2) contractors. The lowest bid received was from Quality Excavation, Inc of Aubrey, Texas in the amount of thirty-four thousand seven hundred twenty dollars and sixty cents (\$34,720.60). Quality Excavation has performed well on the Town's past and current projects.

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**

**FUNDING:** **Acct. Name & No**  
FISD Park Improvements  
Funding 870-8953-00-00  
Expense 870-6728-87-65<sup>221</sup>

<b>SCHEDULE:</b>	Contract to be executed upon bid approval by Town Council. The contract is to be substantially complete 120 days after the issuance of the Notice to Proceed and final completion 30 days after that.
<b>RECOMMENDED ACTION:</b>	<b>Staff recommends Council award of the construction contract for Robertson Elementary Playground Improvements in the amount of \$34,720.60 to Quality Excavation, Ltd. of Aubrey, Texas and authorize the Town Manager to execute a contract for the same.</b>
<b>TOWN CONTACT:</b>	Jason W. Laumer, P.E. Director of Development Services <a href="mailto:JLaumer@littleelm.org">JLaumer@littleelm.org</a> (214) 975-0473
<b>ATTACHMENTS:</b>	1. Exhibit 2. Bids

Contractor Name: Quality Excavation LTD

Address: 5700 Highway 377, Aubrey, TX 76227

Contact Name: Osa Gaisoa

Phone Number: 940.765.4749

Email: Osa@qualityexcavationltd.com

Fax: 940.365.5961

Robertson Playground Exhibit B					
ITEM	DESCRIPTION	UNIT	Quantity	\$/UNIT	TOTAL COST
P.1	Mobilization 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	.60	2,817.00
P.4	Designmaster Fence (4' High - Black)	LF	550	17.50	9,625.00
P.5	Concrete Mowship	LF	550	5.00	2,750.00
P.6	Removal, Connection & Installation of Storm Sewer (All items necessary to complete)	LF	170	26.00	4,420.00
Total Should include all costs to complete the job as shown:					Robertson Playground Exhibit B 34,720.60

Sign Name

*Osa Gaisoa*

Print Name

*Osa Gaisoa*

Contractor Name: OVERLAND SERVICES  
 Address: P.O. BOX 1845  
ADDISON TX. 75001  
 Contact Name: LYNN ARP  
 Phone Number: 972-404-3000  
 Email: OVERLAND SERVICES INC @HOTMAIL.COM  
 Fax: 972-239-2775

Robertson Playground Exhibit B					
ITEM	DESCRIPTION	UNIT	Quantity	\$/UNIT	TOTAL COST
P.1	Mobilization and Survey	LS	1	\$ 4,000.00	4,000.00
P.2	Debris Removal, Grade to Smooth Surface and Hydromulch	SY	4,696	3.50	16,436.00
P.3	Irrigation System (Tie in to Existing)	SY	4,696	.75	3,522.00
P.4	Designmaster Fence (4' High - Black)	LF	550	30.00	16,500.00
P.5	Concrete Mowship	LF	550	18.00	9,900.00
P.6	Removal, Connection & Installation of Storm Sewer (All items necessary to complete)	LF	170	149.00	25,330.00
Total Should include all costs to complete the job as shown:				Robertson Playground Exhibit B	75,688.00

Sign Name

*Lynn ARP*

Print Name

LYNN ARP

## ADVERTISEMENT FOR BIDS

Sealed proposals addressed to the Town Secretary, Town of Little Elm, 100 West Eldorado Parkway, Little Elm, Texas, 75068, will be received at the office of the Town Secretary until **9:30 a.m.** on **TUESDAY, February 21, 2011** for the following project:

### **ROBERTSON ELEMENTARY OFFSITE GRADING, DRAINAGE, IRRIGATION, & FENCING**

All unit prices must be stated in both script and figures. The Owner reserves the right to reject any or all bids and to waive formalities. In case of ambiguity or lack of clearness in stating the price in the bids, the Owner reserves the right to consider the most advantageous construction thereof, or to reject the bid. Unreasonable or unbalanced unit prices will be considered sufficient cause of rejection of any bid or bids.

Bidders are expected to inspect the site of the work and to inform themselves regarding local conditions and conditions under which the work is to be done.

Bids may be held by the Town of Little Elm, Texas for a period not to exceed thirty (30) days from the date of the bid opening for the purposes of reviewing the bids and investigating the bidders prior to the contract award.

The Owner **will not** require a mandatory pre-bid conference.

Instructions to Bidders, Proposal Forms, Specifications, Plans and Contract Documents, etc., may be examined without charge, or may be obtained after **MONDAY, February 6, 2012**, at the Little Elm Town Hall, 2<sup>nd</sup> Floor, Engineering Office, 100 West Eldorado Parkway, Little Elm, Texas 75068, Town Engineer - Jason W. Laumer, P.E. (214) 975-0471.

### **TOWN of LITTLE ELM, TEXAS**

Charles Platt, Mayor

Advertisement Dates:

February 3, 2012

February 10, 2012

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

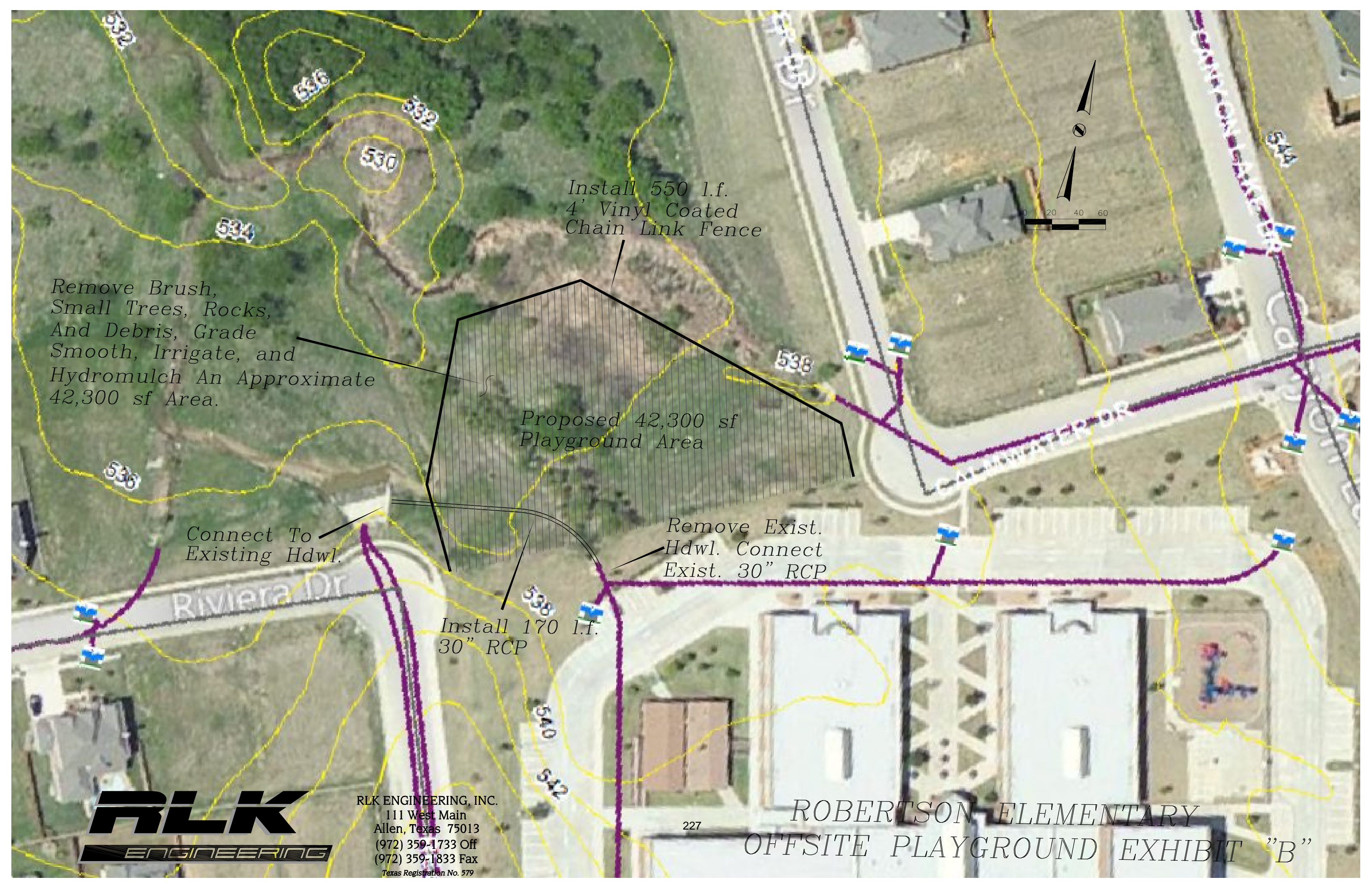
Fax: \_\_\_\_\_

Robertson Playground Exhibit B					
ITEM	DESCRIPTION	UNIT	Quantity	\$/UNIT	TOTAL COST
P.1	Mobilization and Survey	LS	1		
P.2	Debris Removal,Grade to Smooth Surface and Hydromulch	SY	4,696		
P.3	Irrigation System (Tie in to Existing)	SY	4,696		
P.4	Designmaster Fence (4' High - Black)	LF	550		
P.5	Concrete Mowship	LF	550		
P.6	Removal, Connection & Installation of Storm Sewer (All items necessary to complete)	LF	170		
Total Should include all costs to complete the job as shown:		Robertson Playground Exhibit B			

Sign Name \_\_\_\_\_

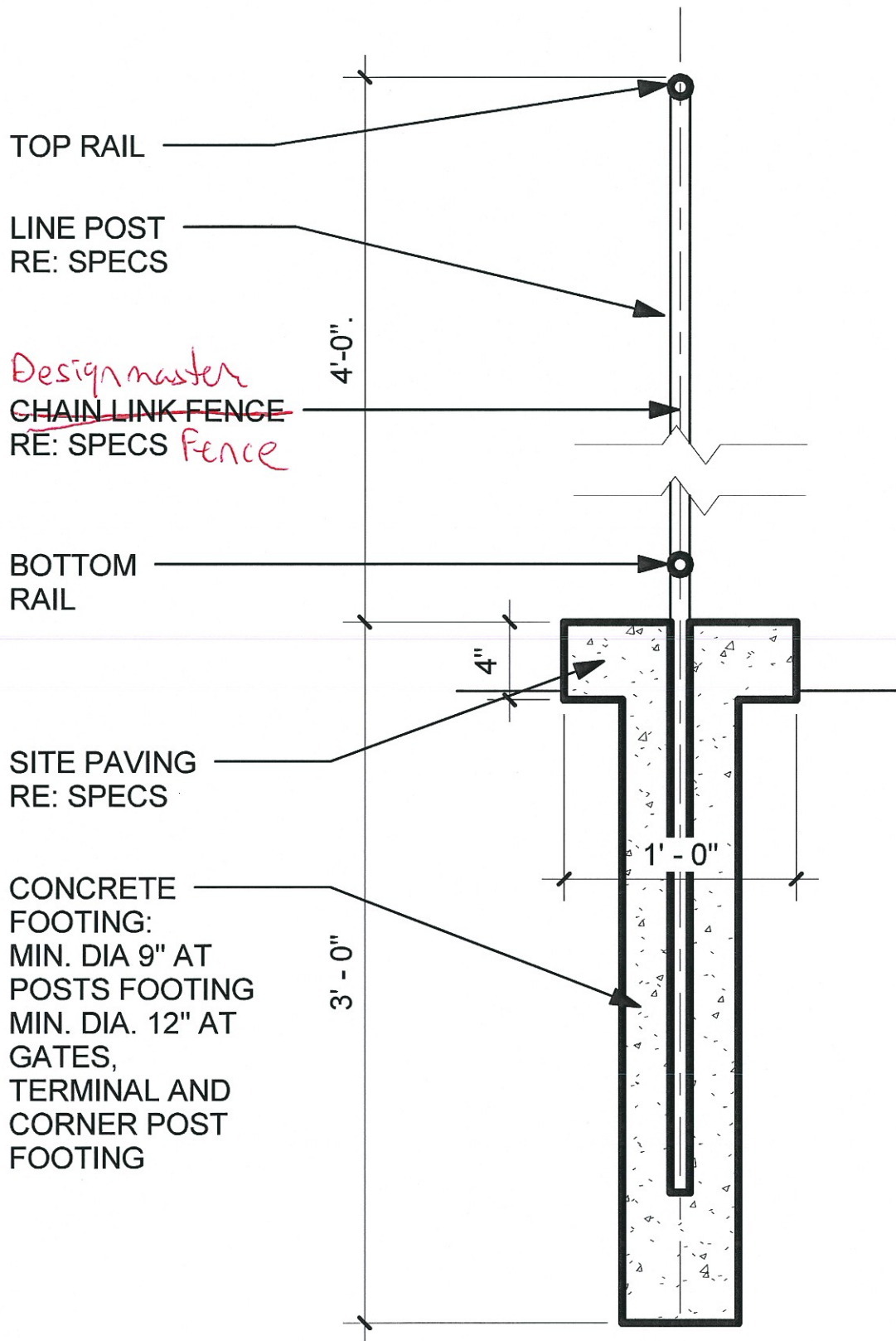
Print Name \_\_\_\_\_





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"



NOTES:

1. INSTALL CHAIN LINK FABRIC ON "INSIDE" OF FENCE
2. PROVIDE MOW STRIP AT ALL CHAIN LINK FENCE



# TOWN OF LITTLE ELM

## AGENDA INFORMATION SHEET:

### COUNCIL MEETING

**DATE:** March 6, 2012

**PROJECT:** Task Order with Freese & Nichols (Engineering Services Contracts) for Hazard Mitigation Action Plan (HMAP)

**DESCRIPTION:** Town Staff has negotiated a Task Order for a Hazard Mitigation Action Plan with Freese and Nichols (FNI). The Town has a Master Agreement with FNI to furnish consulting services for the Town of Little Elm.

Freese and Nichols will help the Town apply for a grant for up to \$50,000 of the costs of a Hazard Mitigation Action Plan (HMAP). FEMA requires a HMAP to be eligible for any FEMA grant, whether that is during a declaration of an emergency, flooding, tornados, wild fires, etc. The remaining funding would come from the Storm Water Utility Fund.

Hazard Mitigation Action Plan contains several steps:

- Step 1: Establish a HMAP Steering Committee
- Step 2: Hazard Identification and Profiling
- Step 3: Risk Assessment – Asset Identification
- Step 4: Develop Mitigation Strategies
- Step 5: Complete Draft Hazard Mitigation Action Plan
- Step 6: TDEM and FEMA Review
- Step 7: Council Adoption

**COST:** \$113,048.00

**FUNDING:**

Acct. Name & No
Storm Water Utility
\$63,048.00
HMAP Grant (if selected)
\$50,000.00 reimbursement

**SCHEDULE:** FNI would start on Step 1 through 3 while FEMA is processing the grant application. It typically takes FEMA 2-3 months to give notice for award. Starting on the HMAP right away would keep the timeline to finish at least a draft HMAP required for the award of the safe room grant expected to be decided 7-8 months from submittal. Both grants due March 23<sup>rd</sup>.

**RECOMMENDED ACTION:** Staff recommends Council approve a Task Order to submit for a Hazard Mitigation Action Plan Grant (HMAP) and start work on the plan between the Town of Little Elm and Freese & Nichols for the amount of \$113,048.00 and authorize the Town Manager to execute a contract for the same.

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

**ATTACHMENTS:** 1. Task Order

## 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 outlined in the scope of work on a lump basis with an estimate to complete the work as follows:

\$113,048.00

**Scope of Work:**

**Hazard Mitigation Action Plan**

**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 **Hazard Mitigation Action Plan**:

**Task 1. Establishment of HMAP Steering Committee**

FNI will meet one time with Town staff to discuss the project approach, steering committee and project goals, as well as the necessary data and reports for consideration in developing the HMAP. FNI will develop a list of recommended representatives that the Town should consider in assembling the steering committee. FNI will develop draft goals for the steering committee's consideration. FNI will email information to Town staff for review and comment.

## **EXHIBIT A - WORK ORDER**

### **Task 2. Risk Assessment: Hazard Identification and Profiling**

FNI will review existing local data provided by Town for inclusion in the HMAP. FNI will review existing data in the Denton County HMAP for consideration in the Town's HMAP. FNI will summarize their findings and include select information in the HMAP.

FNI will evaluate all potential natural hazards in the area. FNI will prepare one FEMA hazard profile for each hazard, which will be included as an attachment in the HMAP.

FNI will meet one time with the steering committee to finalize HMAP goals, present findings in existing data, and discuss potential natural hazards. FNI will meet with Town staff one hour prior to the steering committee meeting. The steering committee will select final natural hazards for inclusion in the HMAP.

FNI will present essential information on the HMAP development at one Town Council meeting, including the natural hazards selected by the steering committee. Public comments will be taken at this Council meeting.

### **Task 3. Risk Assessment: Asset Identification**

FNI will review available local data provided by Town staff on Town facilities and infrastructure (assets). FNI will consider available regional data provided in the Denton County HMAP. FNI will develop an inventory list of Town assets. FNI will email inventory list of potential assets to Town staff for review and approval. FNI will analyze potential assets that could be impacted by each of the selected natural hazards. FNI will email risk assessment to Town staff for review and comment.

### **Task 4. Develop a Mitigation Strategy**

FNI will communicate via email and telephone with the steering committee to develop mitigation actions to accomplish the HMAP goals. FNI will analyze and prioritize each mitigation strategy. FNI will determine benefit-costs and implementation and maintenance costs for each mitigation strategy. FNI will develop a schedule for the Town to implement the mitigation actions. FNI will recommend a responsible person for each mitigation action, as well as determining potential funding for each action.

FNI will meet with the steering committee to finalize the risk assessment and mitigation actions. FNI will meet with Town staff for one hour prior to the steering committee meeting.

### **Task 5. Complete Draft Hazard Mitigation Action Plan**

FNI will prepare the Hazard Mitigation Action Plan based on FEMA guidance documents. FNI will seek input on the draft HMAP from the steering committee and will incorporate their input as appropriate. FNI will provide an electronic copy of the draft HMAP to the Town to be posted on the Town's web site for public comment. FNI will revise the HMAP to incorporate public comments, as appropriate.

FNI will present the risk assessment and recommended mitigation actions at one Town Council meeting. Public comments will be taken at this Council meeting.

### **Task 6. TDEM and FEMA Review**

FNI will submit draft HMAP to TDEM for review and comment. FNI will address TDEM comments and obtain direction from steering committee, as appropriate. FNI will submit the revised draft HMAP to TDEM who will forward it to FEMA.

FNI will address FEMA comments. FNI will obtain input from steering committee, as appropriate. FNI will submit second draft of HMAP to TDEM for review and comment. FNI will address TDEM comments and obtain direction from steering committee, as appropriate. FNI will submit the second draft of the HMAP to the TDEM who will forward it to FEMA.

## EXHIBIT A - WORK ORDER

FNI will address FEMA comments and obtain input from the steering committee, if needed. FNI will submit the third draft of the HMAP to the TDEM for review and comment. FNI will address TDEM comments and obtain steering committee input, if needed. FNI will forward the third draft of the HMAP to the TDEM who will forward it to FEMA.

This contract assumes that FEMA will approve the third draft of the Town's HMAP. If FEMA requires additional revisions to the draft HMAP, FNI will request additional funding from the Town to cover the additional effort.

### **Task 7. Town Council Adopts Final HMAP**

FNI will finalize the HMAP upon receiving FEMA-approval. FNI will present the final document to the Town Council for Council adoption at one Council meeting.

## **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, Town staff meetings, or Steering Committee meetings beyond the ones specified under Basic Services are not included.
- B. Field survey beyond what is identified in Basic Services.
- 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. Construction Plans or specifications are not included unless specifically stated in contract.
- F. Additional services relating to unpermitted fill, hazardous waste, and any other environmental consideration are not included.
- G. 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.
- H. Environmental Protection Agency or other agency approvals or submittals not specified in the above scope of services are not included.
- I. Additional designs not specifically addressed in this scope of services are not included.
- J. 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.
- K. 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

## EXHIBIT A - WORK ORDER

expansions that may require the property to purchase flood insurance or the resulting flood damages.

- L. Field layouts or the furnishing of construction line and grade surveys.
- M. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- N. 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.
- O. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- P. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- Q. 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.
- R. 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.
- S. 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.
- T. Providing services made necessary because of unforeseen, concealed or differing site conditions or due to the presence of hazardous substances in any form.
- U. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- V. Provide Geotechnical investigations, studies and reports.
- W. Revisions required to address FEMA comments beyond the third submittal described in Task 6.

### **Schedule shall be as follows:**

FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the Basic Services within two years from Date of Execution of this contract.

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, delays 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 V

### **RESPONSIBILITIES OF THE OWNER**

## EXHIBIT A - WORK ORDER

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.
- 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.
- H. Establish and maintain communications with the steering committee.

### **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: Mike Wayts

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

Title: Principal

Date: 2-15-12

#### **Owner**

Town of Little Elm

By: \_\_\_\_\_

Printed Name: Doug Peach

Title: Interim Town Manager

Date: \_\_\_\_\_

# TOWN OF LITTLE ELM

## AGENDA INFORMATION SHEET:

### COUNCIL MEETING

**DATE:** March 6, 2012

**PROJECT:** **Work Order for Safe Room Grant Application with Blais & Associates**

**DESCRIPTION:** Town Staff discovered that FEMA has requested applications for a safe room grant due March 23<sup>rd</sup>. Staff is still learning all the exact requirements, but there may be an opportunity to build the safe room adjacent to the Recreation Center and use it as a second gym. FEMA funds up to 75% of the construction and may consider previous expenses within grant application. There does not appear to be a limit. Safe rooms are typically used as shelters for emergency responders during hazardous events. Blais & Associates have offered to oversee and prepare the grant for three thousand two hundred and sixty five dollars and seventy five cents (\$3,265.75). Staff feels this could be a great opportunity with a small upfront cost. Funding for grant writer fee is available within the professional services line item in the Engineering (10) budget.

**COST:** **\$3,265.75**

**FUNDING:** **Acct. Name & No**  
Engineering  
112-6214-10-00  
\$3,265.75

**SCHEDULE:** Blais & Associates will start immediately on application, due March 23, 2012.

**RECOMMENDED ACTION:** **Staff recommends Council approve a Work Order to submit for a Safe Room Grant to FEMA between the Town of Little Elm and Blais & Associates for the amount of \$3,265.75 and**



**authorize the Town Manager to execute a work order for the same.**

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

**ATTACHMENTS:** 1. Work Order









## Grant Development Quote

Client Name	Town of Little Elm, Texas
Client Contact #1	Jason Laumer, P.E., Town Engineer & Director of Development Services
Client Contact #2	
Copy #1	
Copy #2	

Grant Program / Proposal	FEMA Hazard Mitigation Grant Program (DR-1999 and DR-4029)
Proposal Due	March 23, 2012
Project Name (if known)	Safe Room Construction
Date Prepared	26-Feb-12
Grant/Revenue Potential	To be determined
Grant Development Cost	To be determined
Cost to Develop Grant as % of Revenue Potential	To be determined
Hourly Rate	\$95 per hour
Quote Number	02-12-049

Activity	Hours	N/A	N/A	Total Cost
Preliminary Analysis Work (prepare checklist/timeline, organize application files, review data, etc.)	2.25			\$ 213.75
Mitigation Grant Project Application (Cover Sheet)	0.75			\$ 71.25
State of Texas Assurance Form (TDEM-610) (requires signature only)	0.25			\$ 23.75
Standard Form 424 (Application for Federal Assistance)	0.75			\$ 71.25
Project Officer Designation Form (TDEM-613)	0.5			\$ 47.50
Federal Assurances Form (FEMA 20-16B) (Construction Projects)	0.25			\$ 23.75
SF LLL, Disclosure of Lobbying Activities	0.75			\$ 71.25
Lobbying/Debarment/Suspension/Drug-Free Workplace Assurances (FEMA Form 20-16C)	0.25			\$ 23.75
Third Party Authorization Form (TDEM-615)	0.25			\$ 23.75
Floodplain Manager Form (TDEM-612)	0.5			\$ 47.50
Record of Environmental Consideration (TDEM-614) (see notes and assumptions)	1.25			\$ 118.75
Texas State Benefit-Cost Study Coversheet	0.25			\$ 23.75
Benefit-Cost Analysis (Town staff will complete) (see notes and assumptions)	0			\$ -
Attachment A: Floodplain Manager's Assessment (Town's Floodplain Manager will make statement about project's location in relationship to the floodplain/way and describe the affects of the project to the floodplain/way.)	0.25			\$ 23.75
Attachment B: Certify to local 25% match (on Town letterhead) (B&A will draft sample for Town to sign)	1			\$ 95.00
Attachment C: Scope of Work (two alternatives required including "do nothing")	4			\$ 380.00
Project Cost Breakdown (Town staff will provide budget; B&A will format and incorporate)	2			\$ 190.00
Project Timeline (Town staff will provide project schedule; B&A will format and incorporate)	1			\$ 95.00
Attachment D: Environmental Justice Statement (B&A will draft sample)	1			\$ 95.00
Attachment J: Maintenance Agreement (B&A will draft sample)	1			\$ 95.00
Attachment K: FIRM with Project Plotted	0.75			\$ 71.25
Attachment L: Photographs (B&A will coordinate and take)	1.25			\$ 118.75
Up to three (3) conference calls with client, as needed	3			\$ 285.00
Internal B&A Strategy Meetings, Proofreading and Quality Control	3			\$ 285.00
Incorporate Edits from Client and Formatting Attachments	2			\$ 190.00
Coordinate Submission of proposal and create Classification Folders for the Client's permanent record-keeping file	3			\$ 285.00
<b>SUBTOTAL</b>	<b>31.25</b>	<b>0</b>	<b>0</b>	<b>\$ 2,968.75</b>
<b>Total Labor Cost Per Application \$ 2,968.75 \$ - \$ - \$ 2,968.75</b>				
<b>Direct Costs (charged at cost, no mark-up)</b>				
Classification Folders	\$ 12.00			\$ 12.00
Reproduction (one original and one copy is required for submission to TX-DEM)	\$ 225.00			\$ 225.00
Express Delivery Mail or Courier Services, if needed	\$ 60.00			\$ 60.00
<b>SUBTOTAL Direct Costs Per Application</b>	<b>\$ 297.00</b>			<b>\$ 297.00</b>
<b>Grand Total \$ 3,265.75 \$ - \$ - \$ 3,265.75</b>				

Work performed by B&A that is outside of the scope of this estimate will be billed at \$95 per hour.  
Please see "notes and assumptions."

Quote Prepared by:  
Destin Blais  
(469) 579-5905  
dblais@blaisassoc.com

**Blais & Associates**  
*professional grant management*

4017 Moonlight Drive  
Little Elm, TX 75068  
www.blaisassoc.com

**Notes and Assumptions**

- 1) HMGP may provide federal funds up to 75% of the cost of the project. A local 25% match is required and can be all in-kind. Pre-award local match is eligible too so long as it is stated and requested in the HMGP application. (Pre-award costs are in-kind or cash expenses incurred specifically for the HMGP project/grant prior to the grant award date).
- 2) Record of Environmental Consideration - this is a required form/review and B&A will need to work with qualified environmental staff at the City to complete this form or subcontract this work to a qualified environmental firm. B&A will review this form with the City.
- 3) Town will prepare budget and project schedule. B&A will format and incorporate into the main application package.
- 4) Town will prepare and conduct the Benefit-Cost Analysis after attending the February 28, 2012 training in Corpus Christi. Suzanne Wachal is attending training.
- 5) B&A kindly requests a written Notice to Proceed by Wednesday, February 29, 2012.

***Please note that this quote is an estimate for services based on current conditions and understandings. Many factors often change during the development of a grant application that may or may not increase the amount of labor and materials necessary to perform the services successfully. If during the course of work, B&A believes the work is taking longer than originally estimated, B&A will immediately notify the contract point of contact and either mutually agree to a change order or discuss alternatives. Additionally, B&A only charges for actual work performed. The total cost to perform the tasks may be less than quoted herein.***

\_\_\_\_\_  
Signature of Authorized Agent Approving Costs and Authorizing Notice to Proceed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Agent

# TOWN OF LITTLE ELM

## AGENDA INFORMATION SHEET:

### COUNCIL MEETING

**DATE:** March 6, 2012

**PROJECT:** Lakeshore Crossing – Lot 4 – Chevron Roadway Impact Fee Reduction Request

**DESCRIPTION:** Discussion and direction from Council regarding a request to reduce impact fees for Lakeshore Crossing – Lot 4 – Chevron Site. Property owner is here to make request and answer any questions. Staff will also be ready to discuss any site development questions.

**COST:** Roadway Impact Fee: \$4,338 per 1,000 sqft = \$50,342.49 with a 60% reduction fee would be \$20,137.00.

**FUNDING:** N/A

**SCHEDULE:** N/A

### RECOMMENDED ACTION:

**Council to discuss/approve roadway impact fee reduction for Lakeshore Crossing – Lot 4 and authorize the Town Manager to direct staff the same.**

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

**ATTACHMENTS:**

1. Request attached
2. Impact Fee Chart



**Little Elm Ventures, LLC**

**1657 McGee Lane**

**Carrollton, TX 75010**

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Jason Laumer

Town of Little Elm

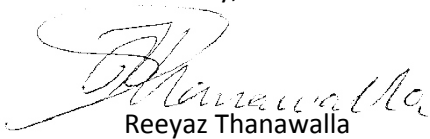
2/11/2012

Request for Council to reduce impact fee by 60%

Dear Jason,

I would like to request City Council to reduce the road impact fee by 60%. The current impact fee assessment is too onerous upon us and we are unable to finance this amount. We have a very tight budget under a fixed SBA loan, in which we are trying to complete the project. The successful completion of this project will bring at least 50 new jobs to the town. As you know we are building a Chevron C-Store, Elm's Liquor (high end store), Dickey's barbeque and Church's chicken for a total of 11,605 square feet. We feel that the Council should approve our request as they were able to do the same for Kroger at the other end of town. Furthermore, consideration should be given to the fact that in 2002 we build the public water lines along Eldorado Parkway from Lobo Lane up to Sonic at our expense. Also the shopping center strip we have provided has resulted in so many jobs and services to our community.

Sincerely,



Reeyaz Thanawalla

TABLE E  
(Fees imposed by Ordinance No. 905, adopted on July 1, 2008)

Land Use Category	ITE Land Use Code	Development Unit	Roadway Impact Fee Per Development Unit at 80% of the Maximum	
			SA 1	SA 2
<b>PORT AND TERMINAL</b>				
Truck Terminal	030	Acre	\$ 12,511	\$ 10,700
<b>INDUSTRIAL</b>				
General Light Industrial	110	1,000 SF GFA	\$ 1,872	\$ 1,601
General Heavy Industrial	120	1,000 SF GFA	\$ 1,300	\$ 1,111
Industrial Park	130	1,000 SF GFA	\$ 1,643	\$ 1,405
Warehousing	150	1,000 SF GFA	\$ 1,216	\$ 964
Mini-Warehouse	151	1,000 SF GFA	\$ 537	\$ 425
<b>RESIDENTIAL</b>				
Single-Family Detached Housing	210	Dwelling Unit	\$ 2,310	\$ 1,650
Apartment/Multi-family	220	Dwelling Unit	\$ 1,418	\$ 1,013
Residential Condominium/Townhome	230	Dwelling Unit	\$ 1,189	\$ 849
Mobile Home Park	240	Dwelling Unit	\$ 1,349	\$ 964
Assisted Living	254	Dwelling Unit	\$ 503	\$ 359
<b>LODGING</b>				
Hotel	310	Room	\$ 724	\$ 776
Motel / Other Lodging Facilities	320	Room	\$ 576	\$ 617
<b>RECREATIONAL</b>				
Driving Range	432	Tee	\$ 1,532	\$ 1,642
Golf Course	430	Acre	\$ 366	\$ 392
Health/Rec. Clubs and Facilities	495	1,000 SF GFA	\$ 2,009	\$ 2,152
Ice Rink	465	1,000 SF GFA	\$ 2,893	\$ 3,100
Miniature Golf	431	Hole	\$ 404	\$ 433
Multiplex Movie Theater	445	Screens	\$ 16,716	\$ 17,908
Racquet / Tennis Club	491	Court	\$ 4,106	\$ 4,398
<b>INSTITUTIONAL</b>				
Church	560	1,000 SF GFA	\$ 530	\$ 568
Day Care Center	565	1,000 SF GFA	\$ 10,552	\$ 11,305
Primary/Middle School (1-8)	522	Students	\$ 122	\$ 131
High School (9-12)	530	Students	\$ 111	\$ 118
Jr / Community College	540	Students	\$ 95	\$ 102
University / College	550	Students	\$ 168	\$ 180
<b>MEDICAL</b>				
Clinic	630	1,000 SF GFA	\$ 7,452	\$ 7,984
Hospital	610	Beds	\$ 1,872	\$ 2,005
Nursing Home	620	Beds	\$ 316	\$ 339
<b>OFFICE</b>				
Corporate Headquarters Building	714	1,000 SF GFA	\$ 2,912	\$ 2,287
General Office Building	710	1,000 SF GFA	\$ 3,103	\$ 2,434
Medical/Dental Office	720	1,000 SF GFA	\$ 7,742	\$ 6,077
Single Tenant Office Building	715	1,000 SF GFA	\$ 3,602	\$ 2,826
Office/Business Park	750	1,000 SF GFA	\$ 3,122	\$ 2,450
<b>COMMERCIAL</b>				
<b>Automobile Related</b>				
Automobile Care Center	942	1,000 SF GFA	\$ 2,489	\$ 2,667
Automobile Parts Sales	843	1,000 SF GFA	\$ 4,178	\$ 4,476
Gasoline/Service Station	944	Fueling Position	\$ 1,837	\$ 1,968
Gasoline/Service Station w/ Conv Market	945	Fueling Position	\$ 1,346	\$ 1,442
Service Station w/ Conv Market and Car Wash	946	Fueling Position	\$ 1,342	\$ 1,438
New and Used Car Sales	841	1,000 SF GFA	\$ 2,585	\$ 2,769
Quick Lubrication Vehicle Center	941	Service Position	\$ 3,812	\$ 4,084
Self-Service Car Wash	947	Stall	\$ 759	\$ 813
Tire Store	848	1,000 SF GFA	\$ 4,437	\$ 4,754
<b>Dining</b>				
Fast Food Restaurant with Drive-Thru	934	1,000 SF GFA	\$ 15,812	\$ 16,940
Fast Food Restaurant without Drive-Thru	933	1,000 SF GFA	\$ 11,943	\$ 12,795
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	\$ 5,680	\$ 6,085
Sit Down Restaurant	931	1,000 SF GFA	\$ 3,827	\$ 4,100
<b>Other Retail</b>				
Free-Standing Retail Store	815	1,000 SF GFA	\$ 4,338	\$ 4,648
Garden Center (Nursery)	817	1,000 SF GFA	\$ 3,259	\$ 3,492
Home Improvement Superstore	862	1,000 SF GFA	\$ 2,108	\$ 2,258
Pharmacy/Drugstore	881	1,000 SF GFA	\$ 5,394	\$ 5,779
Shopping Center	820	1,000 SF GFA	\$ 3,038	\$ 3,255
Supermarket	850	1,000 SF GFA	\$ 8,200	\$ 8,785
Toy/Children's Superstore	864	1,000 SF GFA	\$ 4,277	\$ 4,582
Video Rental Store	896	1,000 SF GFA	\$ 8,333	\$ 8,928
<b>SERVICES</b>				
Bank (Walk-In)	911	1,000 SF GFA	\$ 12,850	\$ 13,767
Bank (Drive In)	912	1,000 SF GFA	\$ 15,664	\$ 16,781

# TOWN OF LITTLE ELM

## AGENDA INFORMATION SHEET:

### COUNCIL

**MEETING DATE:** March 6, 2012

**PROJECT:** **Lobo Lane Improvements – Construction Change Order #3  
(Cottonwood Park – Parking Addition; Electrical Plugs)**

**DESCRIPTION:** On Tuesday, September 6, 2011 the Town approved the tender agreement for Quality Excavation, Ltd. of Aubrey, Texas to finish the construction contract for the Lobo Lane Improvements. The agreement was in the amount of three million eight hundred four thousand seven hundred ninety two dollars and sixty five cents (\$3,804,792.65). On Tuesday, November 11, 2011 the Town approved change order #2 for several items to finish the soccer field addition to Little Elm Park, remove the overhead electrical lines, and phase one of the festival lighting within Little Elm Park.

The Town is currently in construction on the Lobo Lane Project. Some additional items have been brought to staff attention during the course of the project. These items include:

Cottonwood Park Parking Addition	\$91,285.50
Vendor Plugs at Pavilion	\$45,020.00

Funding for these additions are available within the project through the proposed transfers of funds listed below.

**COST:** **\$136,305.50**

**FUNDING:** **Acct. Name & No**  
2009-2014 Street Bond Improvements – Lobo Lane  
870-6728-87-55  
Transfers to Project Fund:  
\$20,000 Park Development Fund  
\$60,000 Cottonwood Marina Fund  
\$56,305.50 – Roadway Impact Fee Fund (Overall Lobo Lane)

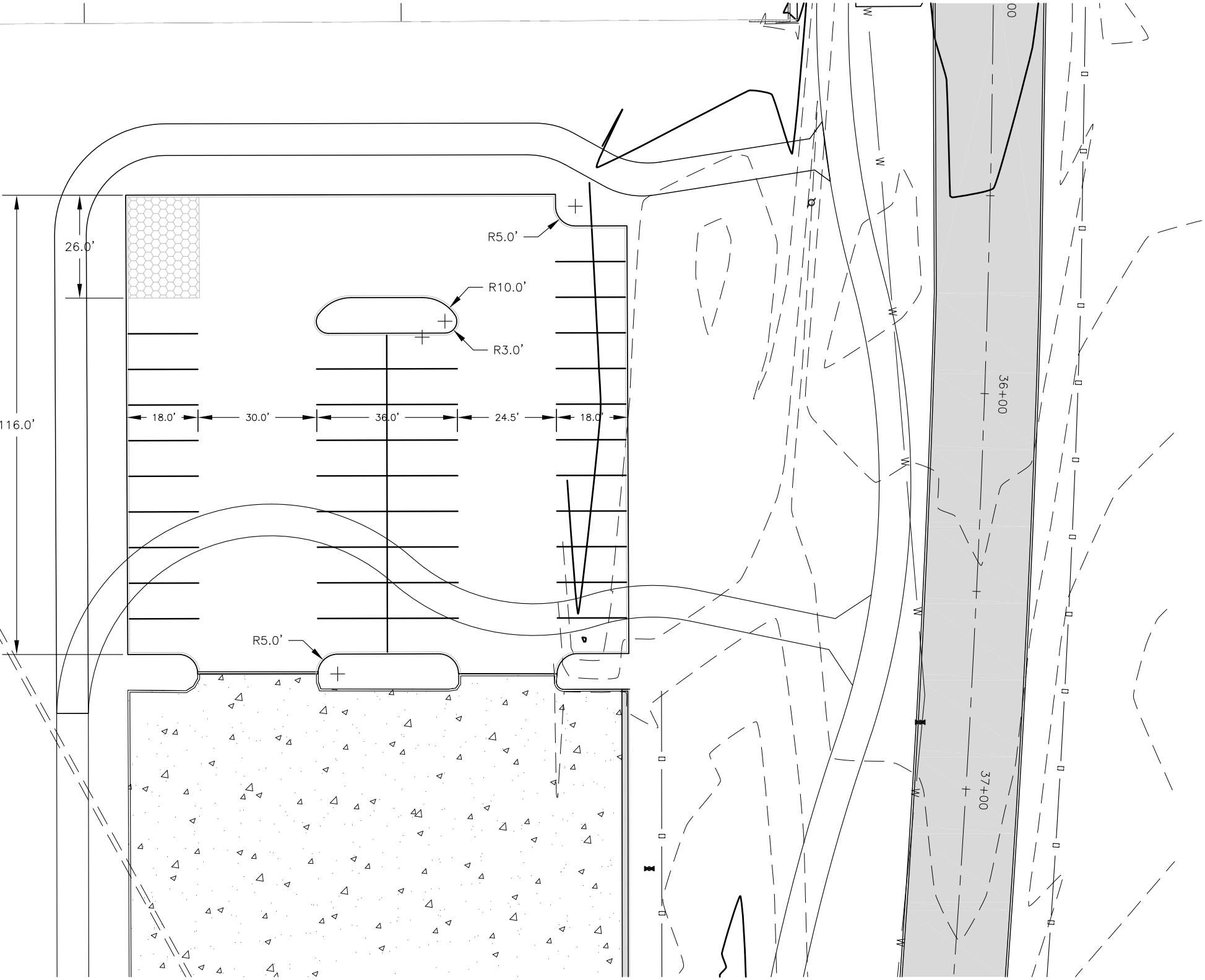
**SCHEDULE:** Lobo Lane Construction Project Change Order #3 to be executed upon approval by Town Council. One additional change order may be necessary for the Festival Lighting – Phase 2 (waiting on additional pricing). Approximately thirty (30) days would be added to their Lobo Lane contract, substantial completion date would be May 15, 2012.

**RECOMMENDED ACTION:** Staff recommends Council approve the Construction Project Change Order #3 in the amount of \$136,305.50 for the Town's Lobo Lane Improvement Project to Quality Excavation, Ltd. of Aubrey, Texas and authorize the Town Manager to execute the same.

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

**ATTACHMENTS:** 1. Exhibits and Cost Estimates

1565 SY Concrete  
51 SY Dumpster/Storage  
294<sup>+</sup> SY New Sidewalk  
215 SY Remove Sidewalk  
729 LF White Stripe  
40 Spaces





Quality Excavation LTD

Office - (940.365.08010)

5700 Highway 377 Aubrey, TX 76227

**Baseball Complex Additional Parking**

ITEM	DESCRIPTION	UNIT	Quantity	\$/UNIT	TOTAL COST
P.1	Bond, Mobilization, and Survey	LS	1	\$3,650.00	\$3,650.00
P.2	Prepare ROW - Remove Trees and Grade to Drain	LS	1	\$1,700.00	\$1,700.00
P.3	Remove Existing Sidewalk	SY	215	\$6.00	\$1,290.00
P.4	Relocate Existing Irrigation	LS	1	\$1,120.00	\$1,120.00
P.5	12" Excavation Haul Off and Prep	CY	532	\$8.00	\$4,256.00
P.6	6" Flexbase Compacted	SY	1,565	\$8.50	\$13,302.50
P.7	Concrete Islands with Topsoil to Grade	EA	6	\$350.00	\$2,100.00
P.8	Curb Inlet	EA	1	\$2,900.00	\$2,900.00
P.9	Connect to Existing Storm and Piping	EA	1	\$750.00	\$750.00
P.10	6" 3500 PSI	SY	1,565	\$32.00	\$50,080.00
P.11	Stripping	LF	729	\$1.00	\$729.00
P.12	Sidewalk	SY	294	\$32.00	\$9,408.00
A.1	Sodding and Tree Allowance	LS	1	\$4,100.00	\$4,100.00
A.2	Dumpster Pad Allowance (Stone Wall)	LS	1	\$4,800.00	\$4,800.00
				<b>TOTAL:</b>	<b>\$91,285.50</b>

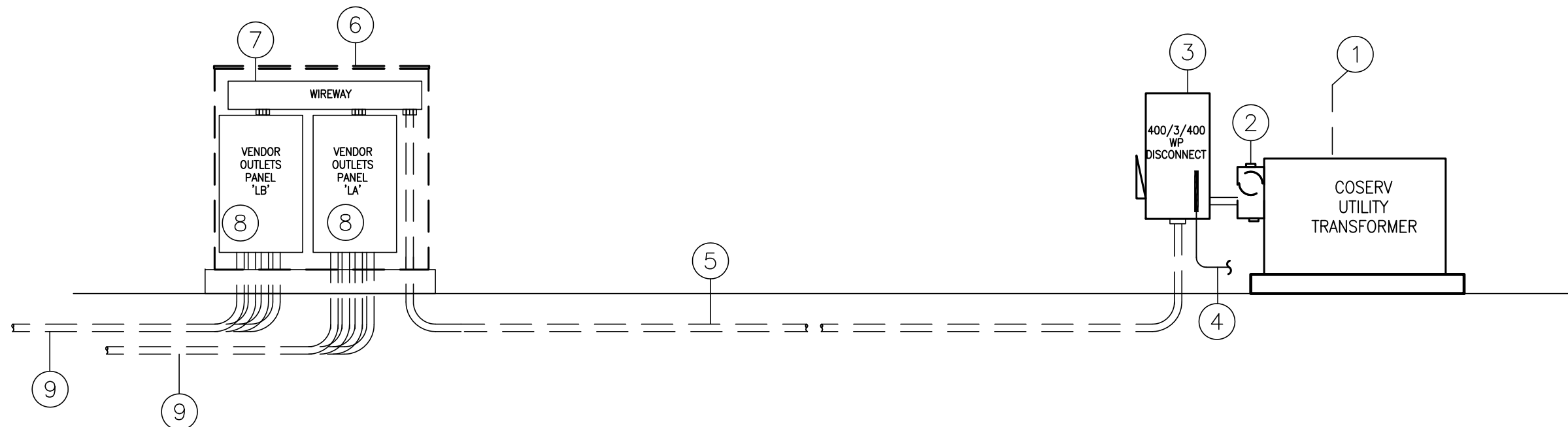




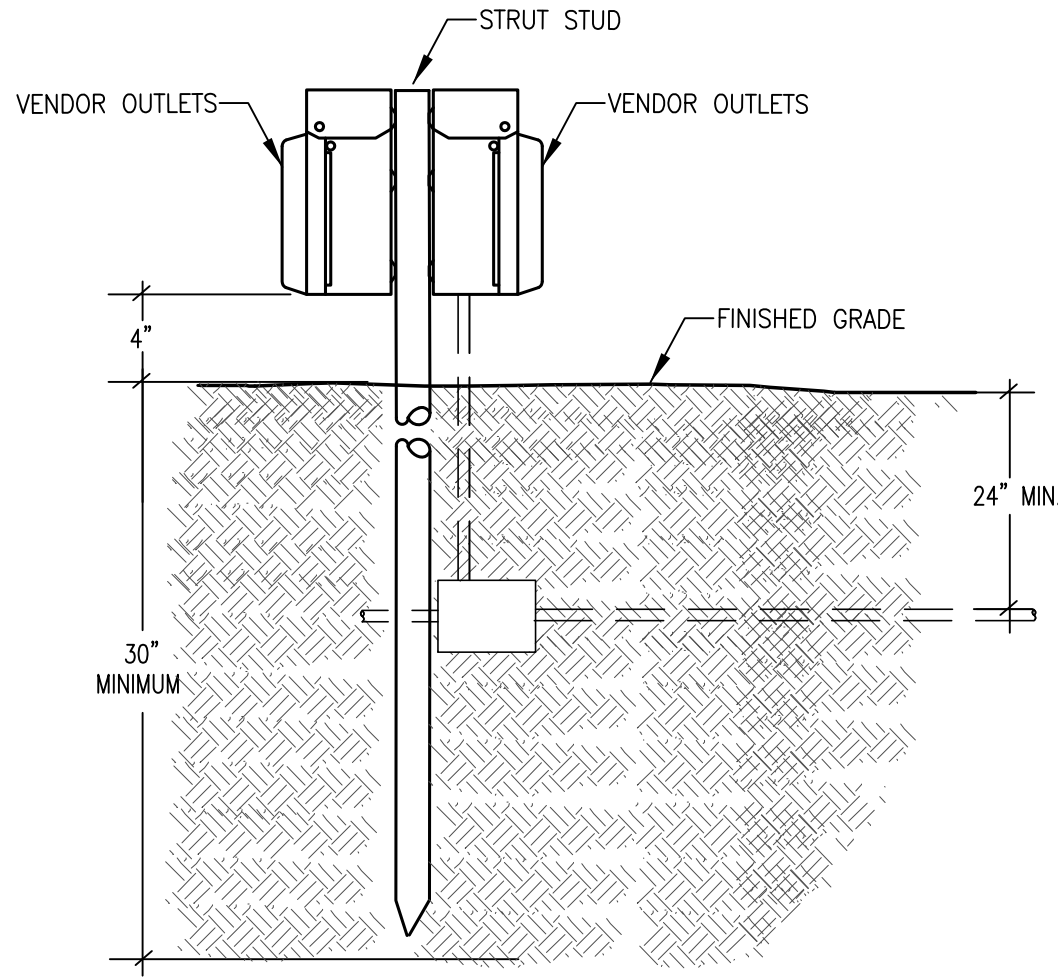


KEYED NOTES

- 1 COSERV TRANSFORMER. ARRANGE WITH COSERV ELECTRIC UTILITY COMPANY TO SUPPLY SINGLE PHASE, 400A 240/120 VAC THREE WIRE SERVICE.
- 2 NEW 320A METER IN WEATHERPROOF ENCLOSURE.
- 3 NEW 400/3/400/WP DISCONNECT SWITCH.
- 4 SERVICE ENTRANCE GROUNDING ELECTRODE PER NFPA-70, ART. 250.66. CONNECT TO EXISTING GROUND IN CLOSE VICINITY.
- 5 (2) 3#3/0, 1#2G. - 3" C.
- 6 NEMA 3R GALVANIZED STEEL POWER COATED GRAY WITH DRIP SHIELD ENCLOSURE HOUSING (2) 42 CIRCUIT LOAD CENTERS.
- 7 NEW WIREWAY.
- 8 NEW 200A, 2 POLE, 3 WIRE NEMA 1 LOAD CENTER.
- 9 TYPICAL BRANCH FEEDERS TO VENDOR OUTLET ASSEMBLIES. REFER TO SCHEDULES ON THIS SHEET AND PLANS FOR MORE INFORMATION.



VENDOR OUTLETS ELECTRICAL RISER DIAGRAM  
SCALE: N.T.S.



VENDOR OUTLET ASSEMBLY DETAIL  
SCALE: N.T.S.

PANELBOARD SCHEDULE "LA"

DESCRIPTION	AMPS POLES	FEEDER NO.	LOAD, VA						PHASE A C	LOAD, VA						FEEDER NO.	AMPS POLES	DESCRIPTION
			LTS	RECEPT	MOTOR	KITCHEN	OTHER	CKT		CKT	OTHER	KITCHEN	MOTOR	RECEPT	LTS			
VENDOR OUTLET	50/2	1					4160	1	*	2	4160					1	50/2	VENDOR OUTLET
VENDOR OUTLET	50/2	1					4160	3	*	4	4160							
VENDOR OUTLET	50/2	1					4160	5	*	6	4160					1	50/2	VENDOR OUTLET
VENDOR OUTLET	50/2	1					4160	7	*	8	4160							
VENDOR OUTLET	50/2	1					4160	9	*	10	4160					1	50/2	VENDOR OUTLET
VENDOR OUTLET	50/2	1					4160	11	*	12	4160							
VENDOR OUTLET	50/2	1					4160	13	*	14	4160					1	50/2	VENDOR OUTLET
VENDOR OUTLET	50/2	1					4160	15	*	16	4160							
VENDOR OUTLET	50/2	1					4160	17	*	18	4160					1	50/2	VENDOR OUTLET
VENDOR OUTLET	50/2	1					4160	19	*	20	4160							
VENDOR OUTLET	50/2	1					4160	21	*	22	4160					1	50/2	VENDOR OUTLET
VENDOR OUTLET	50/2	1					4160	23	*	24	4160							
VENDOR OUTLET	50/2	1					4160	25	*	26	4160					1	50/2	VENDOR OUTLET
VENDOR OUTLET	50/2	1					4160	27	*	28	4160							
VENDOR OUTLET	50/2	1					4160	29	*	30	4160					1	50/2	VENDOR OUTLET
VENDOR OUTLET	50/2	1					4160	31	*	32	4160							
VENDOR OUTLET	50/2	1					4160	33	*	34	4160					1	50/2	VENDOR OUTLET
VENDOR OUTLET	50/2	1					4160	35	*	36	4160							
AMPHITHEATRE	50/2	1					4160	37	*	38							50/2	SPARE
SPARE	20/1						4160	39	*	40							20/1	SPARE
								41	*	42								
SUB-TOTAL			0	0	0	0	33280			24960	0	0	0	0	0			SUB-TOTAL

DESCRIPTION	MOUNTING:	SURFACE
	VOLTAGE:	208V, 3PH, 4W
	MAINS SIZE:	200A
	MAINS:	MCB
	PNL TYPE:	N000/NEMA 1
	A.I.C.	SEE NOTE 1

CATEGORY	CONNECT LOAD		FACTOR	DESIGN LOAD	
	KVA	AMPS		KVA	AMPS
LIGHTING	0.0	0.0	1.25	0.0	0.0
RECEPTACLE	0.0	0.0	NEC	0.0	0.0
OTHER	58.2	242.7	0.8	46.6	194.1
TOTAL	58.2	242.7		46.6	194.1

LOAD PER PHASE		
PH A		54080
PH B		
PH C		49920

FEEDERS		
1	2#8, 1#10 G.	

- NOTES:
1. VERIFY W/ COSERV DEPENDING ON AVAILABLE FAULT AT NEW TRANSFORMER.
2. CONTRACTOR TO RUN CIRCUITS SHOWN COMBINED IN CONDUIT AS REQUIRED.

PANELBOARD SCHEDULE "LB"

DESCRIPTION	AMPS POLES	FEEDER NO.	LOAD, VA						PHASE A C	LOAD, VA						FEEDER NO.	AMPS POLES	DESCRIPTION
			LTS	RECEPT	MOTOR	KITCHEN	OTHER	CKT		CKT	OTHER	KITCHEN	MOTOR	RECEPT	LTS			
VENDOR OUTLET	50/2	1					4160	1	*	2	4160					1	50/2	VENDOR OUTLET
VENDOR OUTLET	50/2	1					4160	3	*	4	4160							
VENDOR OUTLET	50/2	1					4160	5	*	6	4160					1	50/2	VENDOR OUTLET
VENDOR OUTLET	50/2	1					4160	7	*	8	4160							
VENDOR OUTLET	50/2	1					4160	9	*	10	4160					1	50/2	VENDOR OUTLET
VENDOR OUTLET	50/2	1					4160	11	*	12	4160							
VENDOR OUTLET	50/2	1					4160	13	*	14	4160					1	50/2	VENDOR OUTLET
VENDOR OUTLET	50/2	1					4160	15	*	16	4160							
VENDOR OUTLET	50/2	1					4160	17	*	18	4160					1	50/2	VENDOR OUTLET
VENDOR OUTLET	50/2	1					4160	19	*	20	4160							
VENDOR OUTLET	50/2	1					4160	21	*	22	4160					1	50/2	VENDOR OUTLET
VENDOR OUTLET	50/2	1					4160	23	*	24	4160							
VENDOR OUTLET	50/2	1					4160	25	*	26	4160					1	50/2	VENDOR OUTLET
VENDOR OUTLET	50/2	1					4160	27	*	28	4160							
VENDOR OUTLET	50/2	1					4160	29	*	30	4160					1	50/2	VENDOR OUTLET
VENDOR OUTLET	50/2	1					4160	31	*	32	4160							
VENDOR OUTLET	50/2	1					4160	33	*	34	4160					1	50/2	VENDOR OUTLET
VENDOR OUTLET	50/2	1					4160	35	*	36	4160							
PAVILION LIGHTING	20/1	2	1200					37	*	38							50/2	SPARE
PAVILION LIGHTING	20/1	2	1200					39	*	40								
PAVILION LIGHTING	20/1	2	1200					41	*	42							20/1	SPARE
SUB-TOTAL			3600	0	0	0	0	24960		24960	0	0	0	0	0			SUB-TOTAL

DESCRIPTION	MOUNTING:	SURFACE
	VOLTAGE:	208V, 3PH, 4W
	MAINS SIZE:	200A
	MAINS:	MCB
	PNL TYPE:	N000/NEMA 1
	A.I.C.	SEE NOTE 1

CATEGORY	CONNECT LOAD		FACTOR	DESIGN LOAD	
	KVA	AMPS		KVA	AMPS
LIGHTING	3.6	15.0	1.25	4.5	18.8
RECEPTACLE	0.0	0.0	NEC	0.0	0.0
OTHER	49.9	208.0	0.8	39.9	166.4
TOTAL	53.5	223.0		44.4	185.2

LOAD PER PHASE		
PH A		51120
PH B		
PH C		51120

FEEDERS		
1	2#8, 1#10 G.	
2	2#10, 1#10 G.	

- NOTES:
1. VERIFY W/ COSERV DEPENDING ON AVAILABLE FAULT AT NEW TRANSFORMER.
2. CONTRACTOR TO RUN CIRCUITS SHOWN COMBINED IN CONDUIT AS REQUIRED.

90% REVIEW

COMMENT

DATE

NO.

REVISIONS

**Lwanda & Company**  
Consulting Engineers  
6136 Frisco Square Blvd.  
Frisco, Texas 75034  
Tel. 469.287.5488 Fax. 469.287.5489  
Texas Registered Firm No. F-5179

**CobbFendley**  
Texas Registration No. Z74  
6801 Gaylord Parkway, Suite 302  
Frisco, Texas 75034  
972.335.3214 | fax 972.335.3202 | www.cobbfen.com

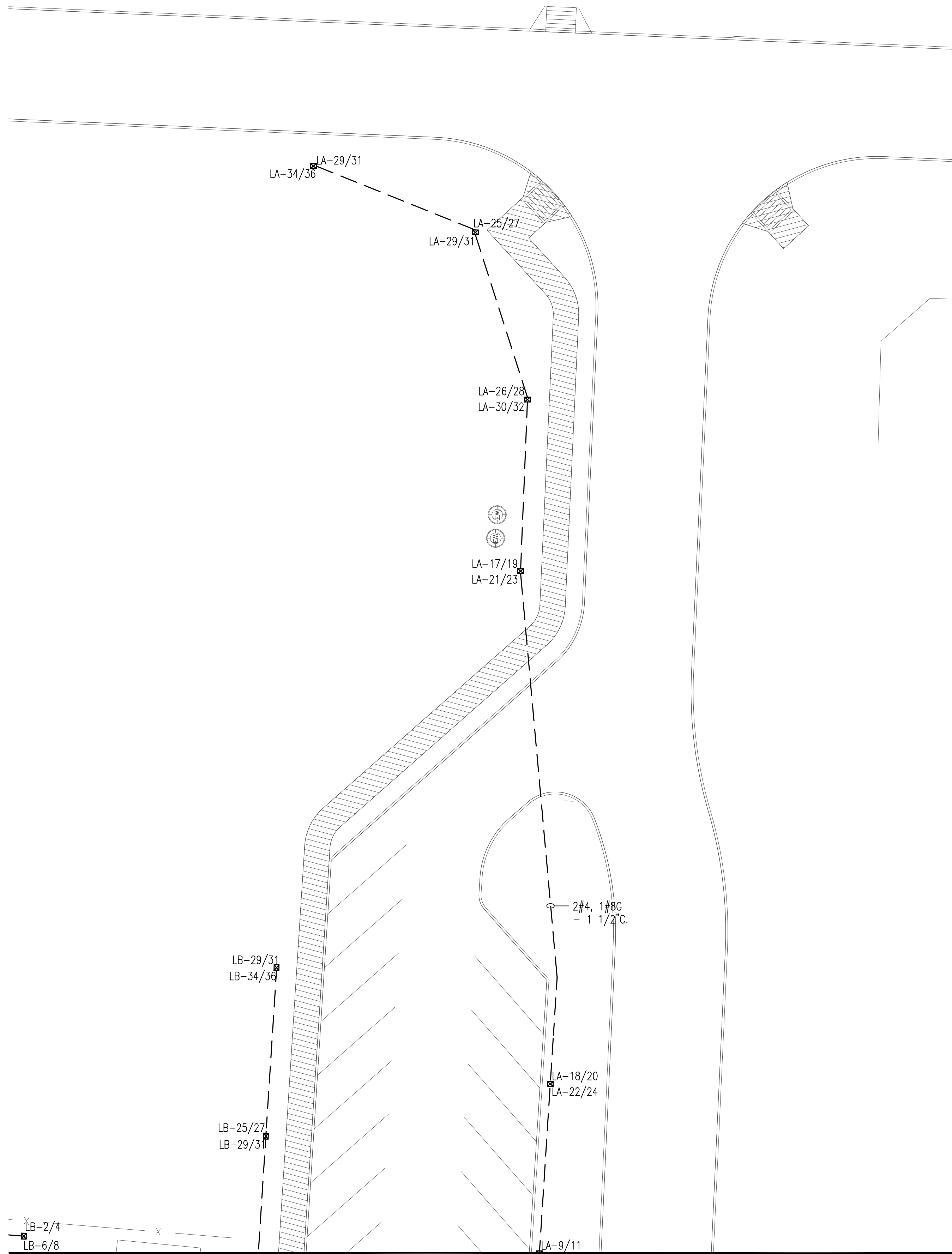
TOWN OF LITTLE ELM  
WEST LOBO LANE  
VENDOR OUTLETS  
DETAIL, RISER & SCHEDULES

SCALE: N.T.S.  
DATE: JAN. 24, 2012  
DESIGN BY: JON  
SHEET NO. 2 of 4  
SHEET ID: 012412

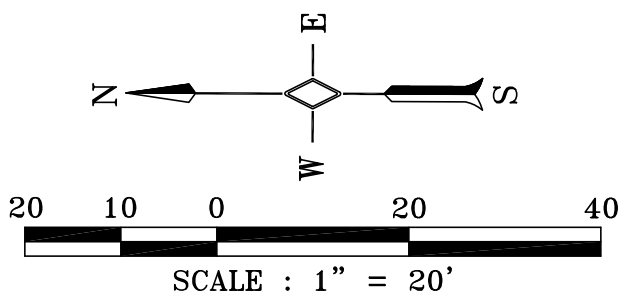
STATE OF TEXAS  
JOSEPH NIXON  
92248  
LICENSED PROFESSIONAL ENGINEER  
01/24/12

E102





MATCH LINE STA. 308+50



DATE:	JAN. 24, 2012	SCALE:	1"=20'-0"
DESIGN BY:	JON	DRAWN BY:	JON
SHEET NO.	3 of 4	JOB NUMBER:	031211
SHEET ID:			

E103

TOWN OF LITTLE ELM  
WEST LOBO LANE  
VENDOR OUTLETS  
PARTIAL ELECTRICAL PLAN

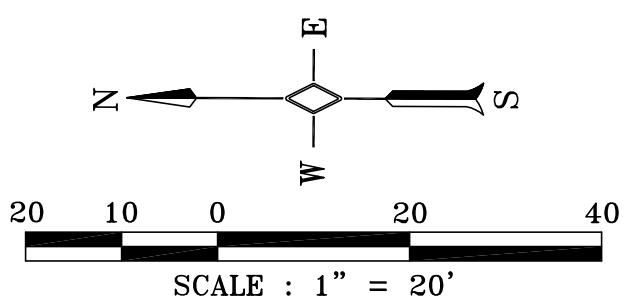
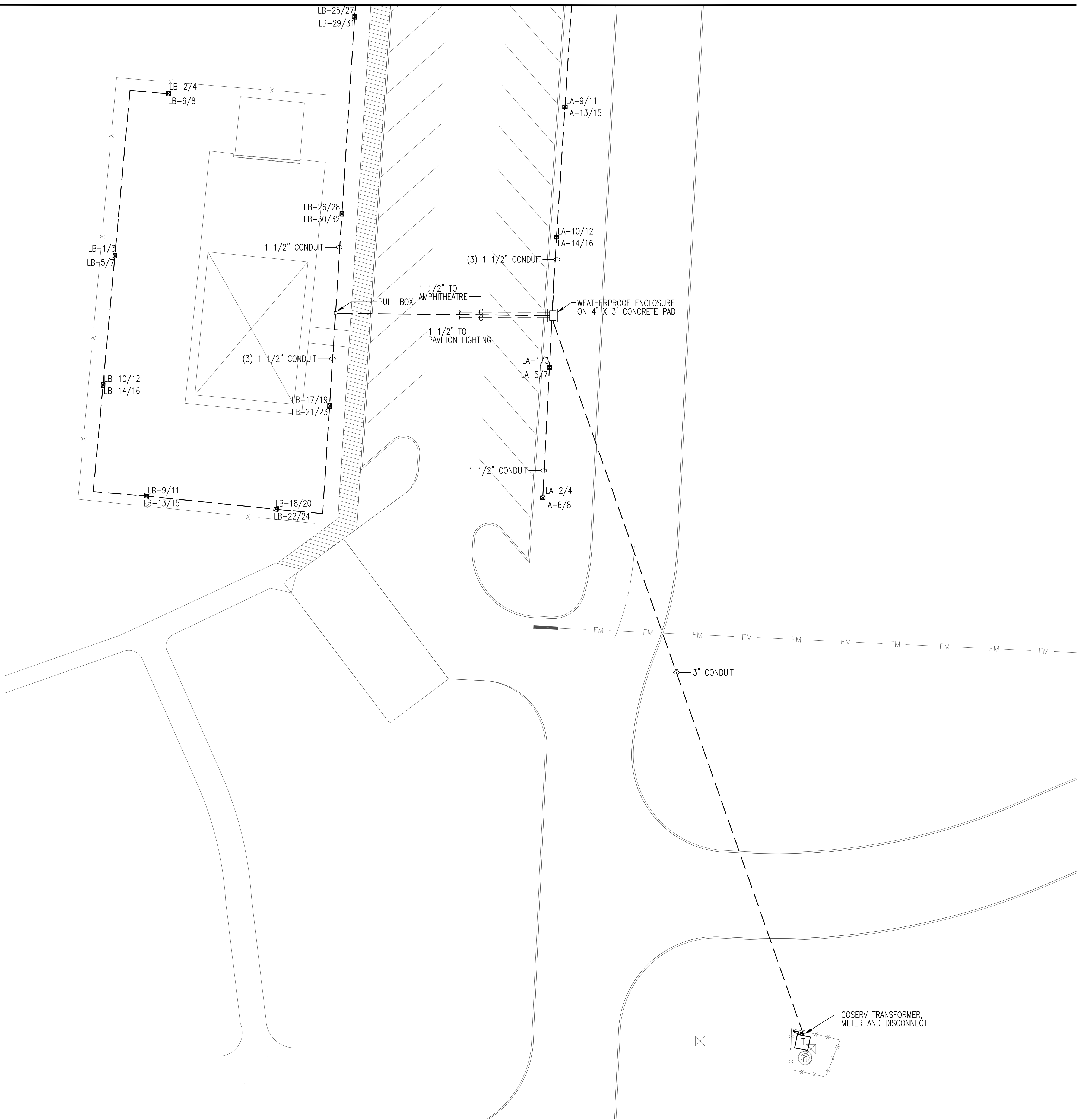
**CobbFendley**  
Texas Registration No. Z74  
6801 Gaylord Parkway, Suite 302  
Frisco, Texas 75034  
972.335.3214 | fax 972.335.3202 | www.cobfen.com

**Lwanda & Company**  
Consulting Engineers  
6136 Frisco Square Blvd.  
Suite 400  
Frisco, Texas 75034  
Tel. 469.287.5468 Fax. 469.287.5469  
Texas Registered Firm No. F-5179

NO.	DATE	COMMENT

90% REVIEW

MATCH LINE STA. 307+25



DATE: JAN. 24, 2012		SCALE: 1"=20'-0"	90% REVIEW	
DESIGN BY: JON		DRAWN BY: JON	COMMENT	
SHEET NO. 4 OF 4		JOB NUMBER: 031211	NO.	
SHEET ID:			DATE	
			REVISIONS	
			Lwanda & Company	
			Consulting Engineers	
			6136 Frisco Square Blvd.	
			Suite 400	
			Frisco, Texas 75034	
			Tel. 469.287.5468	
			Fax. 469.287.5469	
			Texas Registered Firm No. F-5179	
			CobbFendley	
			Texas Registration No. Z74	
			6801 Gaylord Parkway, Suite 302	
			Frisco, Texas 75034	
			972.335.3214   fax 972.335.3202   www.cobfen.com	
			TOWN OF LITTLE ELM	
			WEST LOBO LANE	
			VENDOR OUTLETS	
			PARTIAL ELECTRICAL PLAN	
			E104	



## **ELECTRICAL CONTRACTORS**

LIC# TECL 17024

"REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION

P.O. BOX 12157 AUSTIN TX 78711

1-800-803-9202

Website: [www.license.state.tx.us](http://www.license.state.tx.us)"

**DATE: FEBRUARY 23, 2012**

### **PROPOSAL**

<b>TO:</b>	<b>TOWN OF LITTLE ELM 100 WEST ELDORADO PARKWAY LITTLE ELM, TX. 75068 972-377-1899</b>
------------	--

<b>ATTN:</b>	<b>LYNN TOMPKINS</b>
--------------	----------------------

<b>RE:</b>	<b>NEW SERVICE AND PAVILLION OUTLETS</b>
------------	--

**FURNISH AND INSTALL THE FOLLOWING:**

<b>LOT</b>	<b>COMPLETE ELECTRICAL INSTALLATION PER PLANS PROVIDED INCLUDING NEW 120/240 VOLT 400 AMP SINGLE PHASE SERVICE INCLUDING PANELS AND UNDERGROUND FEEDERS TO NEW STRUT STANDS WITH 20 AMP GFI RECEPTACLES AS DETAILED ON PLANS</b>
<b>1</b>	<b>TRENCH RENTAL</b>
<b>1</b>	<b>CITY OF LITTLE ELM PERMIT</b>

<b>AMOUNT</b>	<b>\$ 45,020.00</b>
---------------	---------------------

**EXCLUSIONS:**

**TAX**

**OVERTIME**

ENGINEERING, ENGINEER'S STAMPS, OR DRAWINGS OF ANY TYPE  
ANY BORING  
CONCRETE WORK OF ANY TYPE  
**WARRANTY FOR ANY OMISSIONS OR ERRORS MADE BY OTHERS ON BID SET OF  
DRAWINGS, SPECIFICATIONS, AND ADDENDUMS**  
LOCATION, MOVING, OR SETTING OF ANY TENANT EQUIPMENT  
SPECIAL OUTLETS, STARTERS, OR DISCONNECTS FOR TENANT EQUIPMENT  
BONDS OF ANY TYPE

**NOTES:**

1. EXISTING CONDITIONS ARE PRICED "AS IS" AND ANY UPGRADE OR REPAIR WILL BE A CHANGE ORDER TO THIS PROPOSAL.
2. NO SPECIAL PROVISIONS FOR "ADA" ARE INCLUDED IN THIS PROPOSAL.
3. THIS PROPOSAL IS CONDITIONAL UPON THE EXECUTION OF A WRITTEN SUBCONTRACTOR'S AGREEMENT ACCEPTABLE BY THE PARTIES HERETO.
4. THIS PRICE REFLECTS QUANTITIES OR SCOPE LISTED ABOVE, AND ANY DEVIATIONS SHALL BE BILLED ON A COST PLUS BASIS.
5. THIS PROPOSAL IS SUBJECT TO THE APPROVAL OF ALL GOVERNING AUTHORITIES AND ANY REVISIONS OR ADDITIONS ABOVE THAT LISTED ABOVE OR REQUIRED IN THE GOVERNING CODES WILL BE A CHANGE ORDER TO THIS PROPOSAL.
6. ANY AND ALL POWER COMPANY CHARGES FROM THE COMPETITIVE RETAILER (CR), TXU/ONCOR, OR ELECTRIC RELIABILITY COUNCIL OF TEXAS (ERCOT) INCLUDING ANY COST FOR METERING EQUIPMENT WILL BE PASSED THROUGH AS A CHANGE ORDER TO THIS PROJECT.

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL.

SINCERELY,

CHRIS MCFARLAND  
972-670-1819

ACCEPTED \_\_\_\_\_

DATE \_\_\_\_\_

11981 CLASSIC LANE-FORNEY, TEXAS-75126-(972) 288-8041 FAX (972) 288-7206

# TOWN OF LITTLE ELM

## AGENDA INFORMATION SHEET:

### COUNCIL MEETING

**DATE:** March 6, 2012

**PROJECT:** Task Order with Freese & Nichols (Engineering Services Contracts) for 2.0 MGD Elevated Water Storage Tank

**DESCRIPTION:** Town Staff has negotiated a Task Order for design of the 2.0 MGD Elevated Water Tank Improvements with Freese & Nichols.

The design includes detailed plans and specifications for a new two million gallon a day (2 MGD) elevated tank at the intersection of Eldorado Parkway and Little Elm Parkway. The site improvements are to include sidewalks, landscaping, driveways, and fencing along with development and design of the tank bowl painting schemes.

Jeff Payne from Freese and Nichols will be presenting the steps the Town went through to pick the site and the need for the new elevated tower. The construction of this tower is necessary to provide water service to the west side Town. The area of the Town west of Wynfield Drive is served on a lower pressure plane with the Walker Lane Elevated Tower while the FM 423 Elevated Tower serves the higher ground area to the east and is on a higher pressure plane. To be able to provide enough flow at or above the right pressure the Town has to run on one pressure plane. This means the Walker Tower has to be taken off line. Staff plans on recoating and repainting the Tower once it is off service to convert it to an irrigation tower with the existing well onsite.

Funding for this design is available through the Utility CIP Bond Fund. The bonds necessary for construction are expected to be sold within the next few months as previously discussed with Town Council.

**COST:** \$433,200.00

**FUNDING:** **Acct. Name & No**  
Future Revenue Bond Funds  
2.0 Elevated Water Tower  
612-6726-76-17

**SCHEDULE:** Design is to start immediately. With plans will be ready to bid within six months. Construction is expected to take 14-18 months.

**RECOMMENDED ACTION:** **Staff recommends Council approve a Task Order for the design of the 2.0 MGD Elevated Tank between the Town of Little Elm and Freese & Nichols for the amount of \$433,200.00 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](mailto:JLaumer@littleelm.org)  
(214) 975-0473

**ATTACHMENTS:**

1. Site Exhibit
2. Design Task Order
3. Cost Estimates





ELDORADO PKWY

15.45 ACRES  
ELMWOOD ESTATES LTD  
CC 97-R0089712

1.0620 ACRES  
ELMWOOD ESTATES LTD  
CC 97-R0089712

2.20 ACRES  
EXIST. THD ROW

DEED FOR ROW  
(TRACT 3)  
VOL. 647, PG. 323

F.M.720

25' WIDE OPEN SPACE / LANDSCAPING STRIP

THE VILLAGES OF WOODLAKE PH 3C

Finsbury Trail

Tisbury Way

EXHIBIT "B"  
2.20 ACRE TRACT  
STATE PROPERTY



ELDORADO PKWY

15.45 ACRES  
ELMWOOD ESTATES LTD  
CC 97-R0089712

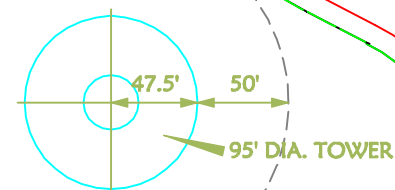
F.M.720

25' WIDE OPEN SPACE / LANDSCAPING STRIP

THE VILLAGES OF WOODLAKE PH 3C

Tisbury Way

Finsbury Trail



120' STORAGE

10,000 SF

24' FL

24' FL

DNE THRU

175'

310'



## 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 1-19-2010  
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: El Dorado Parkway Elevated Storage Tank Design

Work to Be Performed: As detailed in the attached Scope of Services

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 outlined in the scope of work on a lump  
basis with an estimate to complete the work as follows:

Basic Services ( <i>Lump Sum</i> )	\$312,000
<u>Special Services (<i>Hourly, not-to-exceed</i>)</u>	<u>\$ 121,200</u>
<b>TOTAL</b>	<b>\$433,200</b>

**Scope of Work:**

**PROJECT DESCRIPTION.** The Project is described as follows:

Freese and Nichols, Inc. shall render professional services for the;

1. Design of a new 2.0 million gallon elevated water storage tank (EST) located at the intersection of FM 720 and Eldorado Parkway;
2. Site improvements at the proposed EST site to include landscaping, driveways, and fencing; development and design of EST steel bowl painting schemes;
3. Removal of the existing TOWN pressure reducing valves located on Walker and Wynfield roads to convert the TOWN's distribution system from two pressure planes to a single pressure plane;
4. Revision of the Walker Road EST yard piping to take the existing EST off the TOWN's potable water distribution system but keep it connected to the existing well on the same site; and

## EXHIBIT A - WORK ORDER

5. Recoating of the interior and exterior of the Walker Rd. elevated tank to include tank painting scheme development as described in the tank aesthetics task.
6. Design of landscaping at the Town's proposed Animal Shelter Facility and along the alley that runs between Mark Tree Lane and Lago Vista.

The proposed improvements shall be developed as a single construction contract.

### SCOPE OF SERVICES

#### **BASIC SERVICES**

##### A. PROJECT MANAGEMENT TASK

Freese and Nichols, Inc. (FNI) shall provide program management services for the project. The following services shall be provided.

1. Coordinate the efforts of all involved in the project, including FNI, the surveyor, the TOWN Staff, the TOWN Attorney, TxDOT and the franchise utilities. Provide oversight of the schedule during the survey and engineering process, to attempt to maintain the TOWN's desired schedule.
2. Coordinate with the franchise utilities that are impacted by the proposed improvements. Provide copies of the improvements plans to each utility.
3. Prepare presentation and attend up to two (2) Council meetings to brief the Council on the progress of the design and to recommend award of the construction contracts. In addition, FNI will attend up to two (2) public hearings to discuss the tank project.
4. Follow up with TxDOT on the status of permit applications for the project. Work with them to obtain these permits within the time allowed by the project schedule.
5. Conduct one (1) project kickoff meeting with the TOWN to review the scope of services and project schedule to confirm TOWN's goals and objectives.

##### B. TANK AESTHETICS CONCEPTS TASK

The TOWN will pursue enhanced paint treatments to steel bowl of the proposed EST. In addition, the Town will potentially apply an upgraded paint scheme to the Walker Road tank recoat. No other architectural upgrades to the tank such as concrete pedestal enhancements are included in this scope of services. In order to develop the upgraded paint scheme for the proposed Eldorado Parkway EST and the existing Walker Rd. EST, Freese & Nichols will perform the following tasks;

1. Conduct one (1), half day (up to four hours) tank aesthetics concept meeting with TOWN staff. At this meeting the FNI project manager and 3-D rendering technician will discuss with TOWN staff the TOWN's ideas and concepts for the steel bowl paint scheme (For use on the proposed Eldorado Tank and Walker Rd. tank recoat).
  - a. FNI will provide past examples of other composite elevated tanks that have received or concepts that show aesthetic treatments to the bowl.
  - b. FNI will provide tank "worksheets" for the group to sketch ideas
  - c. At the conclusion of the meeting TOWN staff will provide FNI up to three (3) options for bowl treatments that will be developed further.
  - d. On the same day as this meeting, FNI will take photographs of the site to be used in the 3-D rendering of the aesthetic options.

## EXHIBIT A - WORK ORDER

2. FNI will develop one 3-D rendering for each of the options (3 renderings total) and submit the renderings electronically to TOWN staff for comment. These renderings will only focus on the tank aesthetics options developed in the aesthetics concept meeting.
3. Upon receipt of TOWN comments on the renderings, FNI will make the agreed upon changes and resubmit electronic versions of the renderings and provide three (3) board-mounted renderings for use in the TOWN Council presentation.
4. FNI will consult with two (2) tank manufacturers to identify any constructability issues with the proposed treatments and develop budgetary cost estimates for the three (3) options to be used in the TOWN's decision-making process. These discussions and associated issues will be summarized in one memorandum to TOWN staff.
5. FNI will attend one (1) Council meeting to discuss the proposed bowl painting options. TOWN staff will provide FNI direction on the preferred option. The proposed tank landscaping will be discussed at this meeting. Proposed landscaping development and design is a separate task of this contract.
6. FNI will take the TOWN's preferred option on bowl aesthetic treatment and site landscaping and revise the 3-D renderings into a final tank concept rendering to be used in public meetings, TOWN promotions, and design. FNI will provide the TOWN electronic files of the rendering and one board-mounted rendering.
7. Upon TOWN direction, FNI will proceed with the final design of the tank. Landscaping design is provided under a separate Basic Services task.

### C. TANK SITE LANDSCAPING AND ANIMAL SHELTER DESIGN TASK

1. Develop up to three (3) conceptual landscaping plans for the proposed tank site, animal shelter site, and the alley that runs between Mark Tree Lane and Lago Vista. FNI will present all concept illustrations along with order of magnitude planning level costs for each concept to the TOWN staff for review and will conduct one 4 hour workshop to receive comments and provide input. It is anticipated that at the conclusion of the workshop, FNI will have an accepted plan and can proceed with final design of the landscaping elements.
2. After final direction on the TOWN approved landscaping concept planting sheets, landscape irrigation sheets, and related specifications will be developed and submitted with the 50%, 90%, and 100% design submittals.

### D. TANK DESIGN TASK

Upon completion and acceptance of the recommendations in the tank aesthetics landscaping tasks, FNI shall prepare plans, specifications, and contract documents for the elements of the project.

1. Conduct one (1) technical design preferences meeting with TOWN staff to cover tank operation preferences, security, layout, accessibility, etc.
2. Design submittals shall be provided by FNI to the TOWN at 50%, 90%, and 100%. The submittals shall include construction drawings (3 full size-22"x34", 3 half size-11"x17", CAD file, and PDF file), specifications, contract documents, bid proposal, updated schedule, and updated opinion of probable construction costs.

## EXHIBIT A - WORK ORDER

3. Provide final layout, elevation, details, and specifications for the elevated storage tank, showing tank and pedestal, inlet and outlet lines, drains, overflow, interior and yard piping, access ladders, valves and vaults, re-circulation arrangement, man ways, paint scheme from tank aesthetics task, access roadway, fencing, landscaping, irrigation, and site drainage. Provide adequate detail to enable the tank manufacturer to prepare final design and shop drawings for the tank foundation and complete tank.
4. Provide plans, cross-sections, details, and specifications for the control valve configuration.
5. Provide Electrical plans, details, and specifications for the elevated storage tank electrical equipment, instrumentation, controls, lighting, control valve, and security intrusion alarm features.
6. Provide final plans, profiles, details, and specifications for the yard piping. Provide details for connection of the yard piping to existing waterlines.
7. Conduct and attend one meeting for each of the three design submittals (3 meetings total) to review the TOWN's comments on the design and discuss project issues.
8. Following the 100% design comment review meeting, revise the plans and specifications to final status.
9. Provide plans, specifications, contract documents, and bid proposals for one construction contract to complete this project. Preparation of plans, specifications, contract documents, and bid proposals for additional construction contracts will be an additional service. The TOWN will be provided one (1) full size set, three (3) half size sets, and pdf files for use during the Bid Phase.

### E. PRESSURE PLANE AND WALKER TANK MODIFICATIONS DESIGN TASK

The proposed EST is higher in elevation than the Walker Road tank and is intended to bring the TOWN's distribution system on to one pressure zone. This task will provide the design necessary to remove the two (2) pressure reducing valve (PRV) vaults and make the necessary piping modifications to take them out of service. In addition, yard piping modifications will be made at the Existing Walker Road tank site to physically disconnect the existing tank from the TOWN's treated water distribution system yet keep it connected to the well that is located on the tank site. It is anticipated that this well and tank may be used in the future for irrigation systems within the TOWN. Specifically;

1. TOWN shall provide existing record drawings and information regarding the tank yard piping and pressure reducing valves.
2. Consultant shall conduct one (1) site visit to all the sites.
3. Design of the proposed modifications will be submitted within the same 50%, 90%, and 100% tank design submittals proposed above.
4. Final design of these modifications shall be incorporated into the final construction contract documents for the proposed EST as described above.

### F. WALKER ROAD TANK RECOATING TASK

The existing Walker Rd. tank will be taken off the TOWN's treated water distribution system and reserved for use in a future separate irrigation system. The TOWN will pursue recoating the existing tank (interior and exterior) after taking the tank offline. FNI will provide design and construction contract document preparation for this recoating effort. The recoating will be part of

## EXHIBIT A - WORK ORDER

the proposed Eldorado EST construction contract. If it is desired the recoating of the Walker Road tank can be broken out in to an additional construction contract as an additional service. Specifically, FNI will provide;

1. TOWN will provide FNI record drawings and available tank manufacturer drawings for the existing elevated tank.
2. TOWN will provide FNI contact for any commercial communications equipment that may be on the tank. FNI will coordinate with the owners of the equipment so that they are aware of the work that will be going on and will temporarily remove the equipment to facilitate tank recoating.
3. FNI will develop the required recoating construction contract documents including plan sheets, specifications, and bid items for inclusion in the proposed Eldorado EST construction contract. FNI will submit these items as part of the 50%, 90%, and 100% design submittals described in previous tasks. It is assumed that the same logo developed for the Eldorado EST will be used for the Walker Road EST recoating.

G. BID PHASE TASK. Upon completion of the design services and approval of "Final" drawings and specifications by TOWN, FNI will proceed with the performance of services in this phase as follows:

1. Assist TOWN in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for TOWN to use in notifying construction news publications and publishing appropriate legal notice. The cost for advertisement in publications shall be paid by the TOWN.
2. Print Bid Documents and distribute to selected plan rooms, and to prospective bidders that respond to the Notice to Bidders.
3. Maintain information on entities that have been issued a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.
4. Assist TOWN by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
5. Assist TOWN in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by TOWN.
6. Assist TOWN in the preparation of Construction Contract Documents for the construction contract. Provide ten (10) sets of Construction Contract Documents, which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the TOWN and construction contractor. In addition, provide TOWN PDF and CAD files of the Issued for Construction documents. Distribute five (5) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide TOWN with the remaining five (5) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service.
7. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

## EXHIBIT A - WORK ORDER

- H. CONSTRUCTION PHASE TASK: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect the TOWN in providing these services. However, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

The TOWN agrees to include provisions in the construction contract documents that will require the construction contractors to include FNI and their subconsultants on this project to be listed as an additional insured on contractors' insurance policies.

1. Assist TOWN in conducting pre-construction conference with the Contractor, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
2. Establish communication procedures with the TOWN and contractor.
3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects.
4. Based on Consultant's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that Consultant recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
5. Make one visit per month for the 18-month construction duration (18 Site Visits Total). Visits will be to the site(s) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort Consultant will endeavor to protect the TOWN against defects and deficiencies in the work of Contractors and will report any observed deficiencies to the TOWN. Visits to the site in excess of the specified number are an additional service. As part of these site visits Consultant will also attend a monthly construction update meeting with the TOWN and Contractor to review the last month's progress, discuss current project issues, and the next month's schedule. Consultant will administer the update meetings and provide all meeting documentation including agenda and meeting minutes. Consultant will file site visit reports for each visit.
6. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents
7. Interpret the drawings and specifications for the TOWN and Contractor. Investigations, analyses, and studies requested by the Contractor and approved by the TOWN, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.

## EXHIBIT A - WORK ORDER

8. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the TOWN to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the TOWN. Documentation of field orders, where cost to TOWN is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the TOWN are an additional service. Substitutions of materials or equipment or design modifications requested by the TOWN are an additional service.
9. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the TOWN on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the TOWN if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of Consultant are an additional service.
10. Conduct, in company with TOWN's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the TOWN in obtaining legal releases, permits, warranties, and spare parts from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor. Visiting the site to review completed work in excess of two (2) trips are an additional service.
11. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two (2) sets of prints of "Record Drawings" shall be provided by Consultant to the TOWN (1 Mylar and 1 bond). Consultant shall also provide DWG and PDF electronic copies of the Record Drawings to the TOWN.

I. RESIDENT REPRESENTATION: Not Included.

### SPECIAL SERVICES

A. SURVEY TASK:

1. Topographic survey will be obtained at the Walker Road EST site for the storm drain connection task and survey will be acquired along the west edge of the alley adjacent to the Animal Shelter to facilitate the landscaping design. The Town will provide topographic survey of the animal shelter site.
2. Topographic/Design Survey - Locate all visible surface improvements within the areas as listed below. Surveyor shall contact DigTess, or other statewide utility locate company, as well as coordinate with the City to mark existing utilities and incorporate all marked utilities into the design survey for areas located in Public ROW. Provide cross sections in the proposed areas sufficient to generate a contour model (DTM) and to record a general description of the existing terrain. Prepare a final digital topographic/design survey drawing in AutoCad 2000 (or later version) format including contour lines. The drawing shall show all features located, horizontal and vertical control points, property lines, and existing visible utilities. Other deliverables when requested shall include a copy of all field notes and field sketches, a hard copy coordinate list of points located in the field and a digital ASCII point list.
- 3.

## EXHIBIT A - WORK ORDER

### B. GEOTECHNICAL INVESTIGATION TASK:

FNI will not provide geotechnical engineering services as part of this project. The TOWN of Little Elm has geotechnical engineering services under separate contract and hence will provide all geotechnical engineering effort required for the design of the proposed EST through this TOWN contract. FNI will coordinate with the TOWN's geotechnical engineer as part of Basic Services. The TOWN agrees that at a minimum their geotechnical engineer will perform the following;

1. Review Sherman Sheet of Geologic Atlas of Texas and the Soil Survey of Denton County, Texas to determine general subsurface conditions to be expected at the site.
2. Select approximate locations for exploratory borings. Engineer will select and stake the specific locations after checking underground utilities, other existing construction, and accessibility. FNI will provide TOWN Geotechnical Engineer CAD files containing the locations of the proposed borings.
3. Drill a total of three (3) 60-foot borings at the tank site. The borings will be drilled with a continuous flight auger. Obtain soil samples for testing, perform THD cone penetrometer tests in the field, and backfill borings with cuttings and plug the upper foot of each boring with concrete sack mix to prevent a tripping hazard.
4. Provide an engineer or geologist experienced in logging borings to direct the drilling, log the borings, record the blow counts from the THD cone penetrometer tests and handle the samples.
5. Select samples for laboratory testing, assign tests, deliver samples to a subcontract laboratory selected by the TOWN's subconsultant, and review test results. Tests expected include classification tests (liquid and plastic limits and percent passing the #200 Sieve), unconfined compression tests, pressure swell tests, and unit dry weight/moisture contents.
6. Review subsurface conditions and soil properties found by the field and laboratory work and discuss the implications for design with FNI engineers.
7. Prepare a report of the geotechnical investigation presenting the boring locations, boring logs, lab test results and a discussion of general subsurface conditions at the site and their impact on design. The report will include recommendations for foundation design for the elevated storage tank. The report will also include a discussion of construction issues.
8. Consult with FNI engineers and the TOWN during design to help apply the findings of the investigation to specific design issues. FNI will review appropriate construction plans and specifications for conformance to the design recommendations contained in the geotechnical report.

### C. PROPOSED ELDORADO TANK INSPECTION TASK – Freese and Nichols, Inc. will furnish the services of a field representative to perform inspections of the tank construction at the intervals detailed below. Each site visit will be documented with a site visit report and project photos. FNI will notify the TOWN and Contractor of defective work found. The Town will be responsible for inspecting work items not specifically listed below.

1. Concrete Foundation – Approximately 5 site visits
  - a. Observe soil compaction efforts of Contractor to verify that specified fill and lift requirements are being followed
  - b. Observe concrete pours to verify independent testing laboratory retained by the TOWN is performing checks for slump, air entrainment, and concrete strength



## EXHIBIT A - WORK ORDER

2. Concrete Walls – Approximately 20 site visits
  - a. Inspect steel reinforcement in wall section prior to concrete placement for correct size, location, and separation distance between steel mats to allow for proper placement of concrete
  - b. Observe concrete pours/verify that the independent testing laboratory retained by the TOWN is performing checks for slump, air entrainment, and concrete strength
  - c. Observe removal of forms and check for voids, and monitor repair of air void holes
3. Steel Erection and Welding – Approximately 20 site visits
  - a. Inspect dimensions of steel plates for correct thickness
  - b. Inspect edge preparation and bevels of plates
  - c. Inspect all surfaces for irregularities such as laminations and cracks
  - d. Observe proper welding procedures during erection
  - e. Coordinate with testing laboratory with regard to selection of X-ray locations and observe film placement
4. Protective Coating Application – Approximately 20 site visits
  - a. Attend Pre-con meeting with foreman
  - b. Check shop blasting for profile and priming for thickness
  - c. Check all coating products to ensure they meet specifications
  - d. Check mixing and application of each of the coating products
  - e. Observe holiday testing
5. Electrical Inspection – Approximately 5 site visits
  - a. Inspect placement of electrical accessories and conduit

Note: This proposal for construction inspection does not include the services of an independent testing laboratory. TOWN is to furnish the services of an independent testing laboratory to verify steel, concrete, and soil material compliance with specified requirements.

- D. WALKER ROAD TANK RECOATING INSPECTION TASK – Freese and Nichols, Inc. will furnish the services of a field representative to perform inspections of the tank recoating at the intervals detailed below. Each site visit will be documented with a site visit report and project photos. FNI will notify the TOWN and Contractor of defective work found. The Town will be responsible for inspecting work items not specifically listed below

1. Protective Coating Application – Approximately 20 site visits
  - a. Attend Pre-con meeting with foreman
  - b. Check shop blasting for profile and priming for thickness
  - c. Check all coating products to ensure they meet specifications
  - d. Check mixing and application of each of the coating products
  - e. Observe holiday testing

Note: This proposal for construction inspection does not include the services of an independent testing laboratory. TOWN is to furnish the services of an independent testing laboratory to verify steel, concrete, and soil material compliance with specified requirements

- E. WALKER ROAD EST STORM DRAIN MODIFICATIONS – Currently, the Walker Rd. EST overflow drains by overland flow on the east side of the tank site. The Town would like to place storm drainage facilities on the site that would allow this overflow discharge to enter the existing storm drainage system along Walker Rd. Upon written authorization from the Town, Freese &

## EXHIBIT A - WORK ORDER

Nichols will design these improvements and include them in the overall construction contract documents. Submittals will be made at the 50%, 90%, and 100% design submittals. For this Task FNI will assume the existing storm drainage system is sized adequately to accept the anticipated maximum overflow rate. The flow from the drainage area will be compared to the expected overflow rate to document the overflow rate is less than the system's design flow rate. No off-site storm drainage improvements or analysis are included in this scope of services. FNI will prepare construction drawings for drop/area inlet and SD line to connect to existing inlet in Walker Rd. No downstream analysis will be performed on system. The gravity line will be sized to accommodate peak discharge.

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

- A. Resident Representation.
- B. Field layouts or the furnishing of construction line and grade surveys.
- C. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by the TOWN or 2) due to other causes not solely within the control of FNI.
- D. Performing investigations, studies and analyses of substitutions of materials or deviations from the drawings and specifications or of work proposed by construction contractors.
- E. 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.
- F. Preparing data and reports for assistance to the TOWN in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- G. Assisting the TOWN in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s), regulatory agencies or other third parties.
- H. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- I. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- J. Preparation of a standard individual Section 404 permit application.

**EXHIBIT A - WORK ORDER**

**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: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Owner**

Town of Little Elm

By: \_\_\_\_\_

Printed Name: Doug Peach

Title: Town Manager

Date: \_\_\_\_\_



## OPINION OF PROBABLE CONSTRUCTION COST

### Proposed Water System Improvements

2.0 MG Elevated Storage Tank  
Town of Little Elm

ACCOUNT NO.	ESTIMATOR	CHECKED BY	DATE
OFF09041	JVW	JP	October 11, 2011

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>2.0 MG Elevated Storage Tank w/ Landscaping</b>					
1	2.0 MG Composite Elevated Tank	1	EA	\$2,940,000	\$ 2,940,000
2	Mobilization	1	LS	\$179,050	\$ 179,100
3	Storm Water Pollution Prevention Plan	1	LS	\$5,000	\$ 5,000
4	Site Preparation and Grading	1	LS	\$10,000	\$ 10,000
5	8' Tall Ornamental Fence	1,175	LF	\$150	\$ 176,300
6	20" Connecting Waterline	650	LF	\$150	\$ 97,500
7	Trench Safety	650	LF	\$2	\$ 1,300
8	Landscaping	1	LS	\$100,000	\$ 100,000
9	Hydromulch	4,400	SY	\$1	\$ 4,400
10	Landscape Irrigation System	1	LS	\$25,000	\$ 25,000
11	Tank and Site Electrical	1	LS	\$120,000	\$ 120,000
12	SCADA	1	LS	\$20,000	\$ 20,000
13	6" Concrete Access Drive	325	SY	\$50	\$ 16,300
14	Concrete Sidewalk and Mow Strip	6,525	SF	\$10	\$ 65,300
SUBTOTAL				\$	3,760,200
CONTINGENCY				10%	\$ 376,000
EST SUBTOTAL				\$	4,136,200

<b>Pressure Plane Modifications</b>					
1	Modifications/Demo Wynfield PRV Vault	1	LS	\$10,000	\$ 10,000
2	Modifications/Demo Walker PRV Vault	1	LS	\$10,000	\$ 10,000
3	Modifications to Walker EST Yard Piping	1	LS	\$10,000	\$ 10,000
SUBTOTAL				\$	30,000
CONTINGENCY				20%	\$ 6,000
PRESSURE PLANE SUBTOTAL				\$	36,000

<b>Walker Road EST Recoating</b>					
1	Preparation & Recoating of Tank Interior	1	LS	\$58,000	\$ 58,000
2	Preparation & Recoating of Tank Exterior	1	LS	\$71,000	\$ 71,000
3	Provide Exterior Shrouding	1	LS	\$109,000	\$ 109,000
4	Paint Logos	1	LS	\$12,000	\$ 12,000
5	Site Restoration	1	LS	\$4,000	\$ 4,000
6	Contingent Use Item for Repairs Needed & Dsicovered During Recoating	1	LS	\$50,000	\$ 50,000
SUBTOTAL				\$	304,000
CONTINGENCY				10%	\$ 30,400
RECOATING SUBTOTAL				\$	334,400

<b>Animal Shelter &amp; Alley Landscaping</b>					
1	Modifications/Demo Wynfield PRV Vault	1	LS	\$100,000	\$ 100,000
SUBTOTAL				\$	100,000
CONTINGENCY				20%	\$ 20,000
PRESSURE PLANE SUBTOTAL				\$	120,000

<b>CONSTRUCTION TOTAL</b>				<b>\$</b>	<b>4,626,600</b>
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## TOWN OF LITTLE ELM AGENDA INFORMATION SHEET REGULAR AGENDA

**COUNCIL  
SESSION:**

March 06, 2012

**ITEM:**

Discussion and action to approve Resolution No. 03061201 declaring to reimburse expenditures with proceeds of future debt.

**BACKGROUND:**

This "Resolution" is an Internal Revenue Code requirement that a governmental entity must declare the maximum amount that it will spend even though it may not make that total expenditure until after proceeds are received. This provision in the IRS Code is making sure that all expenditures made become part of the "TAX EXEMPT" proceeds of the future debt to be issued. When the proceeds of the bonds are received, the cash transfer back to the fund making the expenditure should be linked to a reimbursement provision.

What is the need for this "Resolution" now? It is reasonably expected that certain expenditures may be made for design and engineering of Water System Improvements (ie. 2MG Water Tower) prior to the issuance of the proposed Certificates of Obligation for the financing of the same. By approving this "Reimbursement Resolution", it will allow initial costs to be paid from an operating fund or capital fund and upon receipt of Bond proceeds; the fund making the expenditure will be reimbursed.

**FISCAL IMPACT:**

N/A

**RECOMMENDED  
ACTION:**

The Finance Director recommends that Council approve Resolution No. 03061201 declaring the Town's intent to reimburse expenditures with proceeds of future debt.

**ATTACHMENTS:**

None

**TOWN CONTACT:**

Alan Dickerson, Finance Director

RESOLUTION NO. 03061201

A RESOLUTION DECLARING EXPECTATION TO REIMBURSE  
EXPENDITURES WITH PROCEEDS OF FUTURE DEBT

WHEREAS, the Town of Little Elm, Texas (the "Issuer") intends to issue debt for designing, constructing, improving and equipping a water tower and the acquisition of land therefor (the "Project") and further intends to make certain capital expenditures with respect to the Project and currently desires and expects to reimburse the capital expenditures with proceeds of such debt;

WHEREAS, under Treas. Reg. § 1.150-2 (the "Regulation"), to fund such reimbursement with proceeds of tax-exempt obligations, the Issuer must declare its expectation to make such reimbursement; and

WHEREAS, the Issuer desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE ISSUER THAT the Issuer reasonably expects to reimburse capital expenditures with respect to the Project with proceeds of debt hereafter to be incurred by the Issuer, and that this resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is \$6,000,000.

PASSED AND APPROVED this the 6<sup>th</sup> day of March, 2012.

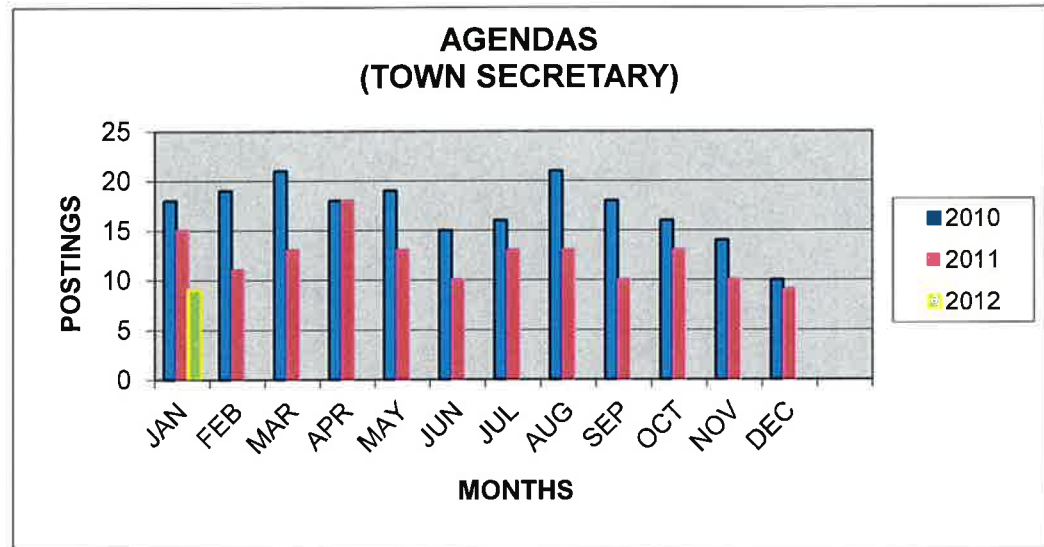
TOWN OF LITTLE ELM, TEXAS

\_\_\_\_\_  
Mayor

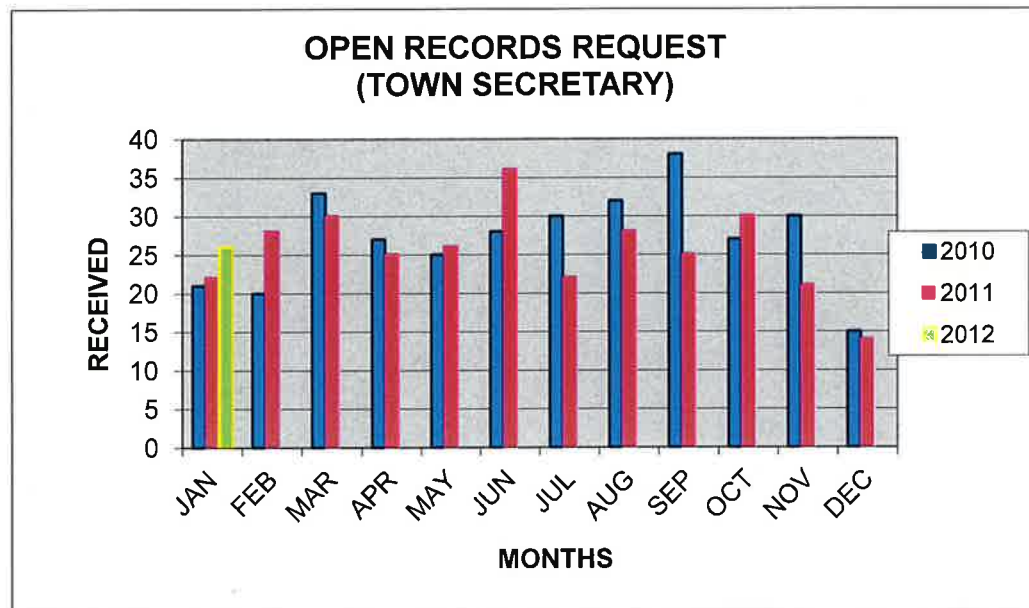
ATTEST:

\_\_\_\_\_  
Town Secretary

	2010	2011	2012
JAN	18	15	9
FEB	19	11	
MAR	21	13	
APR	18	18	
MAY	19	13	
JUN	15	10	
JUL	16	13	
AUG	21	13	
SEP	18	10	
OCT	16	13	
NOV	14	10	
DEC	10	9	



	2010	2011	2012
JAN	21	22	26
FEB	20	28	
MAR	33	30	
APR	27	25	
MAY	25	26	
JUN	28	36	
JUL	30	22	
AUG	32	28	
SEP	38	25	
OCT	27	30	
NOV	30	21	
DEC	15	14	



# January 2012



*The Town with a  
Lake Attitude*



## Monthly Development Report



276

**28,050**

Current Population Est.

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



# TABLE OF CONTENTS

PLANNING AND ZONING.....	3
Development Projects .....	3
Planning Cases .....	4
 BUILDING SAFETY .....	5
Single Family Permits.....	5
New Commercial Permits .....	6
Miscellaneous Permits .....	7
 HEALTH SERVICES .....	8
Annual Permits .....	8
Restaurant Health Scores .....	9
 DEPARTMENT SUMMARY.....	12
Total Permit Fee Collection .....	10
Foreclosure Sales .....	13
Active Commercial Projects .....	14
 ENGINEERING .....	15
CIP Fast Facts.....	15



TOWN OF LITTLE ELM  
DEVELOPMENT SERVICES DEPARTMENT  
MONTHLY DEVELOPMENT REPORT  
January 2012

## PLANNING AND ZONING



### Commercial Projects 2012:

**Rosebriar Retail Shell 1:** *awaiting final inspections*

**Rosebriar Retail Shell 2:** *awaiting final inspections*

**QuikTrip:** *under construction with anticipated opening date of Summer, 2012*

**Aldi:** *under construction with anticipated opening date of March, 2012*

**Lobo Fueling Center:** *building permit ready for pickup*

**New Life Community Church:** *under construction with anticipated opening date of March, 2012*

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

**Brakes Plus:** *building permit ready for pickup*

**RaceTrac:** *pending building permit approval (**Planning, Building**)*

### Residential Projects 2012:

**Frisco Hills I (181 residential lots):** *under construction*

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

**Paloma Creek South Phase 12 (72 residential lots):** *under construction*

**Paloma Creek South Phase 3 (126 residential lots):** *under construction*

**Sunset Pointe Phase 22 (47 residential lots):** *under construction*

**Sunset Pointe Phase 23 (67 residential lots):** *pending plat approval*

### Recently Completed Projects:

**Kroger Gas:** *opened September, 2011*

**Kroger:** *opened October, 2011*

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

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

**Sunset Pointe Phase 21 (53 residential lots):** *opened September, 2011*



TOWN OF LITTLE ELM  
DEVELOPMENT SERVICES DEPARTMENT  
MONTHLY DEVELOPMENT REPORT  
January 2012

**PLANNING AND ZONING**

<u>Planning Cases</u>				
<u>Case Type</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Plats	15	19	17	1
Site Plans	10	8	15	0
Rezoning	6	2	6	0
PDs	4	1	2	0
SUPs	8	8	1	0
Annexations	1	0	1	0
Variances (BOA)	1	0	1	0
Ordinances	12	11	12	1
Special Projects	5	4	17	2
DRC Meetings	48	44	57	3
<b><i>TOTAL</i></b>	<b><i>110</i></b>	<b><i>97</i></b>	<b><i>129</i></b>	<b><i>7</i></b>

<u>Single-Family Lots Created</u>	
<b>YEAR</b>	<b># LOTS</b>
2009	8
2010	80
2011	202
2012	0



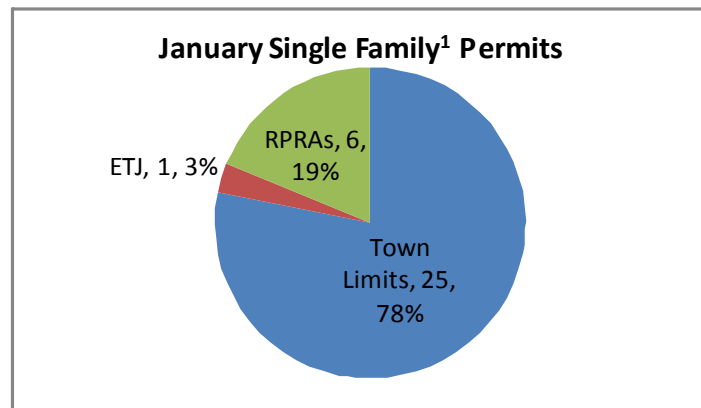
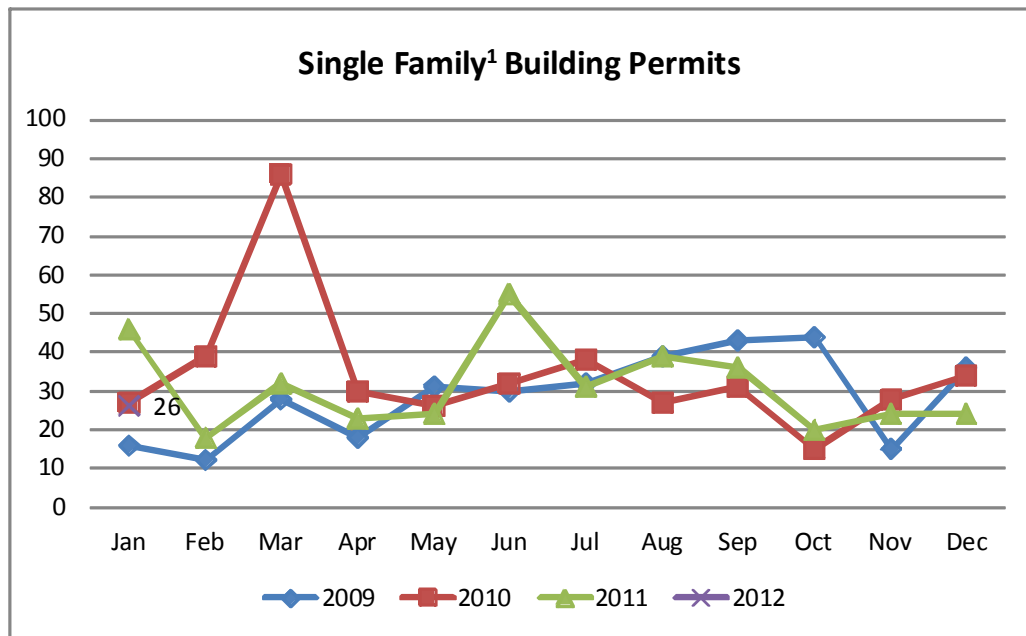
# TOWN OF LITTLE ELM

## DEVELOPMENT SERVICES DEPARTMENT

### MONTHLY DEVELOPMENT REPORT

January 2012

## BUILDING SAFETY



Category	Description	Jan.	2012
SF Permits (Town)	Full Review SF Permits within Little Elm	25	25
SF Permits (ETJ)	Full Review SF Permits within ETJ (Paloma Creek)	1	1
RPRAs	Residential Plan Review Approvals (Frisco Ranch)	6	6
<b>Total</b>	<b>New Residential Units</b>	<b>32</b>	<b>32</b>

280

<sup>1</sup>Single Family Permits are categorized as new single-family, two-family, model homes, and manufactured homes.



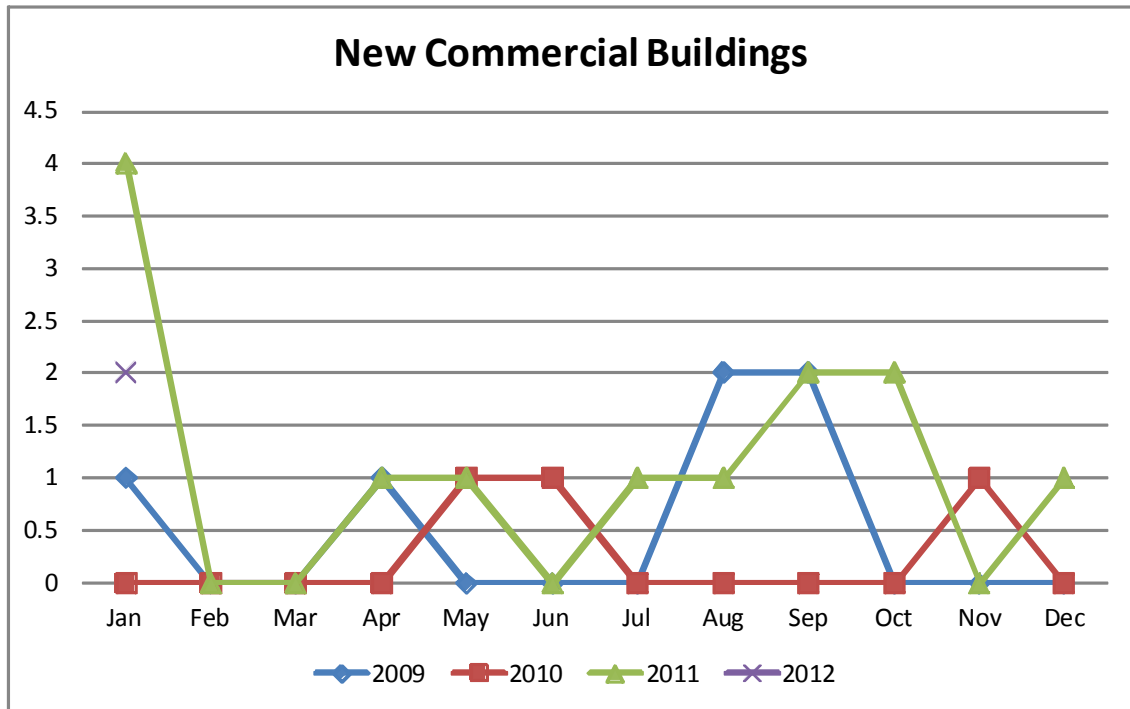
# TOWN OF LITTLE ELM

## DEVELOPMENT SERVICES DEPARTMENT

### MONTHLY DEVELOPMENT REPORT

January 2012

## BUILDING SAFETY



New Commercial Businesses	
<u>Year</u>	<u># of Businesses</u>
2009	58
2010	27
2011	49
2012	2

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



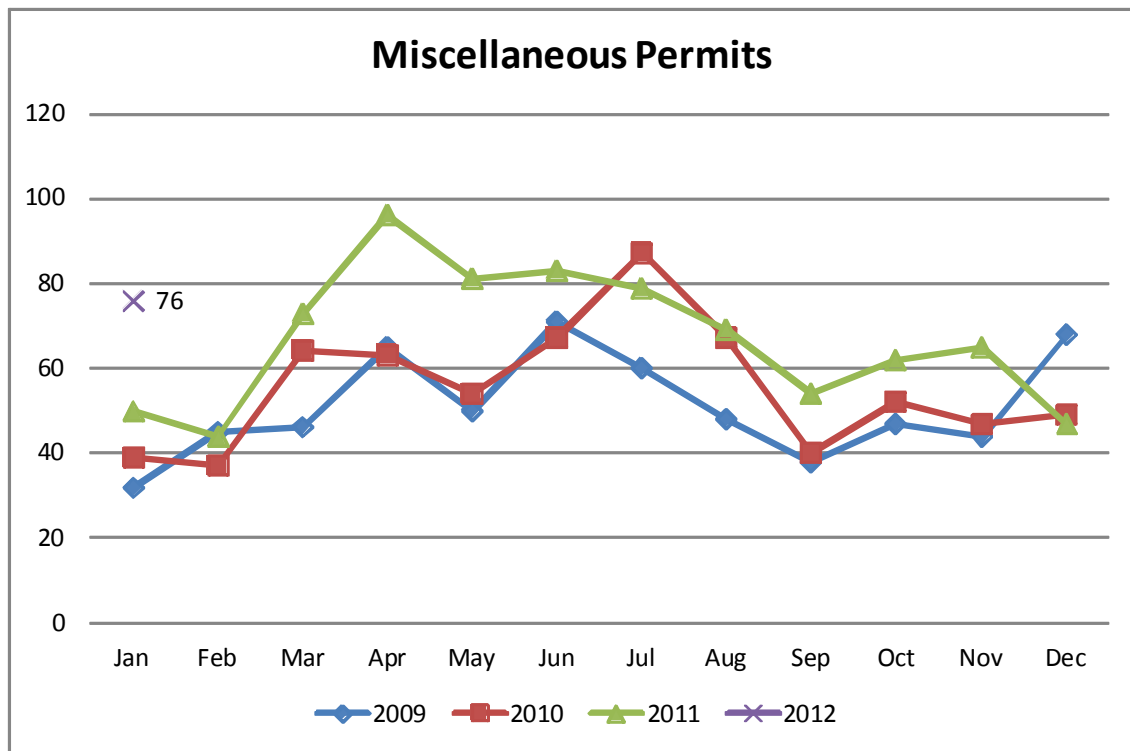
# TOWN OF LITTLE ELM

## DEVELOPMENT SERVICES DEPARTMENT

### MONTHLY DEVELOPMENT REPORT

January 2012

## BUILDING SAFETY



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



# TOWN OF LITTLE ELM

## DEVELOPMENT SERVICES DEPARTMENT

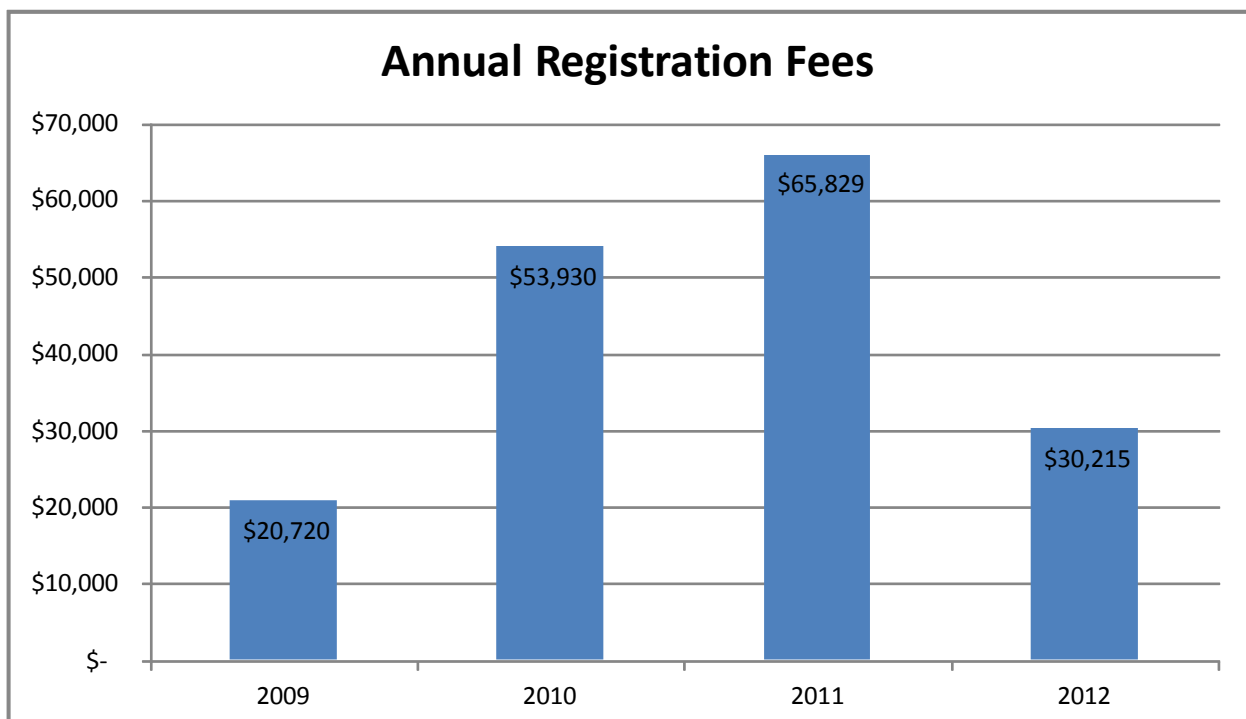
### MONTHLY DEVELOPMENT REPORT

January 2012

## HEALTH SERVICES

<b>Annual Permits Year-to-Date</b>					
	<i>Permits</i>	<i>Revenue</i>	<i>% Total</i>	<i>2011 Permits</i>	<i>2011 % Total</i>
Alcohol	4	\$120	8%	28	61%
Restaurants	23	\$8,165	32%	49	69%
Pool	1	\$175	N.D.	11	N.D.
In-home Childcare	5	\$175	16%	28	N.D.
Rental	246	\$21,505	16%	812	54%

*N.D. means no data available at this time. The % Total column is based on estimation of total properties or businesses that are subject to the required permit.*



## Restaurant Health Scores

Current Scores			
Business Name	Address	Grade	Date Last Inspected
7-11 Convenience Store #33264	8999 FM 423	100	11/11/2011
7-11 Convenience Store #34010	1005 E. Eldorado Pkwy	100	11/15/2011
7-11 Convenience Store #39164	2673 US Hwy 380 East	100	11/22/2011
Applebee's Neighborhood Bar & Grill	2672 FM 423	95	11/30/2011
Baker's Dozen Donuts	2785 E. Eldorado Pkwy #110	100	11/17/2011
Baskin Robbins Ice Cream Store	2700 E. Eldorado Pkwy Ste 103	100	11/16/2011
Burger King	2770 E. Eldorado Pkwy	100	11/16/2011
Chicken Express	904 W. Eldorado Pkwy	96	11/8/2011
Cici's Pizza To Go	2700 E. Eldorado Pkwy Ste 407	100	11/29/2011
CVS Pharmacy #8336-01	2591 FM 423	97	11/9/2011
Dickey's BBQ	2587 FM 423 Ste 100	100	11/29/2011
DJ Donuts	407 W. Eldorado Pkwy #110	100	11/18/2011
Dollar General	416 W. Eldorado Pkwy	100	11/15/2011
Dollar Tree	2700 E. Eldorado Pkwy Ste 200	100	11/30/2011
Domino's Pizza	2405 FM 423 # 500	100	11/11/2011
Eldorado Meat Market	1000 E. Eldorado Pkwy Ste 190	86	11/18/2011
Favorite Yogurt	2832 E Eldorado Pkwy #207	95	11/25/2011
Fluffy Donuts	1104 W. Eldorado Pkwy #102	100	11/8/2011
Hong Kong Express	2405 FM 423 #200	95	11/30/2011
Hot Wok Café	2763 E. Eldorado #130	92	11/18/2011



## Restaurant Health Scores

Current Scores			
Business Name	Address	Grade	Date Last Inspected
Joe's New York Style Pizza	2765 E. Eldorado Pkwy Ste 220	91	11/30/2011
Johnny Joe's	102 Lobo Ln.	100	11/15/2011
Key's Market	407 W. Eldorado Pkwy #11	90	11/18/2011
KFC/LJS Restaurant	2801 E. Eldorado Pkwy	100	11/9/2011
Kobe Steak and Sushi	2832 E. Eldorado Ste 208	84	11/29/2011
Lakeview Grocery	1104 W. Eldorado Pkwy	96	11/8/2011
Los Charros	2763 E. Eldorado #105	100	11/18/2011
Los Jalepenos	420 E. Eldorado Pkwy	89	11/15/2011
Mama Santa's Cocina	129 Main St	100	11/16/2011
Marble Slab Creamery	2831 E. Eldorado Ste 102	92	11/25/2011
Mary's Bakery & Taqueria	800 W. Eldorado Pkwy Ste 127	96	11/14/2011
McDonald's Restaurant	2670 FM 423	97	11/23/2011
Mexi-go Restaurant	2831 E. Eldorado Pkwy Ste 112	96	11/9/2011
Mooyah Burgers & Fries	2587 FM 423 Ste 401	96	11/29/2011
Mr. Jim's Pizza	800 W. Eldorado Pkwy Ste 1181	100	11/14/2011
Palio's Pizza	2832 E. Eldorado Ste 201	100	11/9/2011
Papa John's Pizza	2650 King Road #100	94	11/11/2011
Pick 6 Bar & Grill	2833 E. Eldorado Pkwy Ste 301	81	11/25/2011
Popeye's Chicken & Biscuits	2770 E. Eldorado Pkwy	100	11/16/2011
Posey BBQ	1900 W. FM 720	100	11/7/2011

## Restaurant Health Scores

Current Scores			
Business Name	Address	Grade	Date Last Inspected
Roma's Italian Restaurant	1725 E. Eldorado Pkwy	91	11/16/2011
Schmittty's	407 W. Eldorado Pkwy #1	87	11/17/2011
Sonic Drive In	900 W. Eldorado Pkwy	89	11/8/2011
Sonny Donut	2405 FM 423 Ste 450	92	11/23/2011
Sonny Donuts #10	1000 E. Eldorado Pkwy Ste 110	100	11/18/2011
Sonny Donuts #8	2650 King Rd. #300	92	11/11/2011
Starbucks Coffee House	2831 E. Eldorado Suite 101	97	11/9/2011
Subway	407 W. Eldorado Pkwy #120	100	11/18/2011
Subway #38746	2700 E. Eldorado Pkwy #404	100	11/23/2011
Taco Bell	2589 FM 423	100	11/9/2011
Taco Delite	896 W. Eldorado Pkwy	96	11/14/2011
Taqueria San Luis	26635 US Hwy 380 East	93	11/22/2011
The Lion's Den	2700 E. Eldorado Pkwy Ste 250	100	11/25/2011
Tutti Frutti Yogurt	2785 E. Eldorado Pkwy #115	97	11/25/2011
Walgreens #11320	2774 E. Eldorado Pkwy	100	11/16/2011
Water's Edge Café	800 W. Eldorado Pkwy Ste 126	100	11/14/2011

Grade A (90 to 100)

Grade C (70 to 79)

Grade B (80 to 89)

Grade D (less than 70)



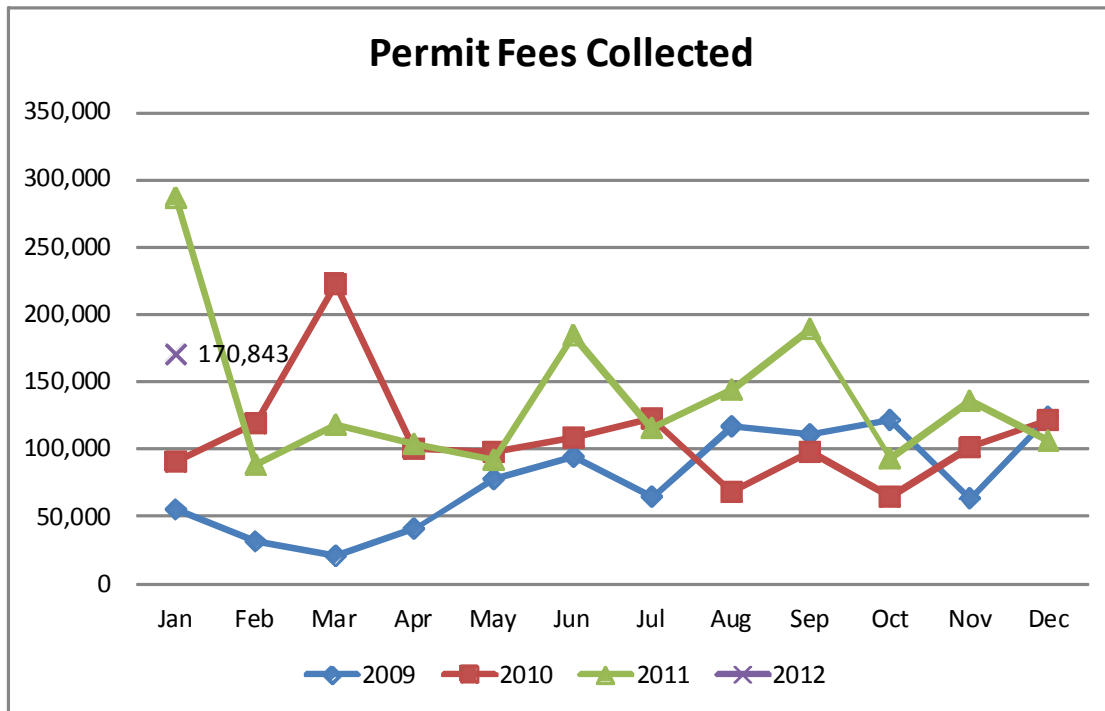
# TOWN OF LITTLE ELM

## DEVELOPMENT SERVICES DEPARTMENT

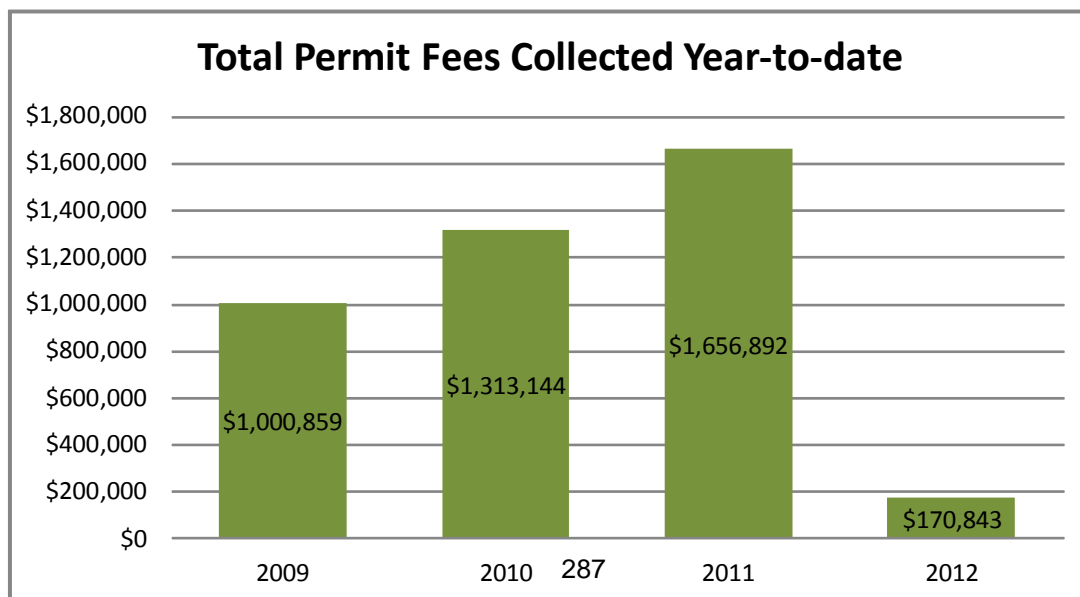
### MONTHLY DEVELOPMENT REPORT

January 2012

## DEPARTMENT SUMMARY



*Permit Fees Collected Includes: All Building Permits, Inspection Fees, Contractor Registrations, Planning Application fees, and Annual Permits. It excludes impact fees.*





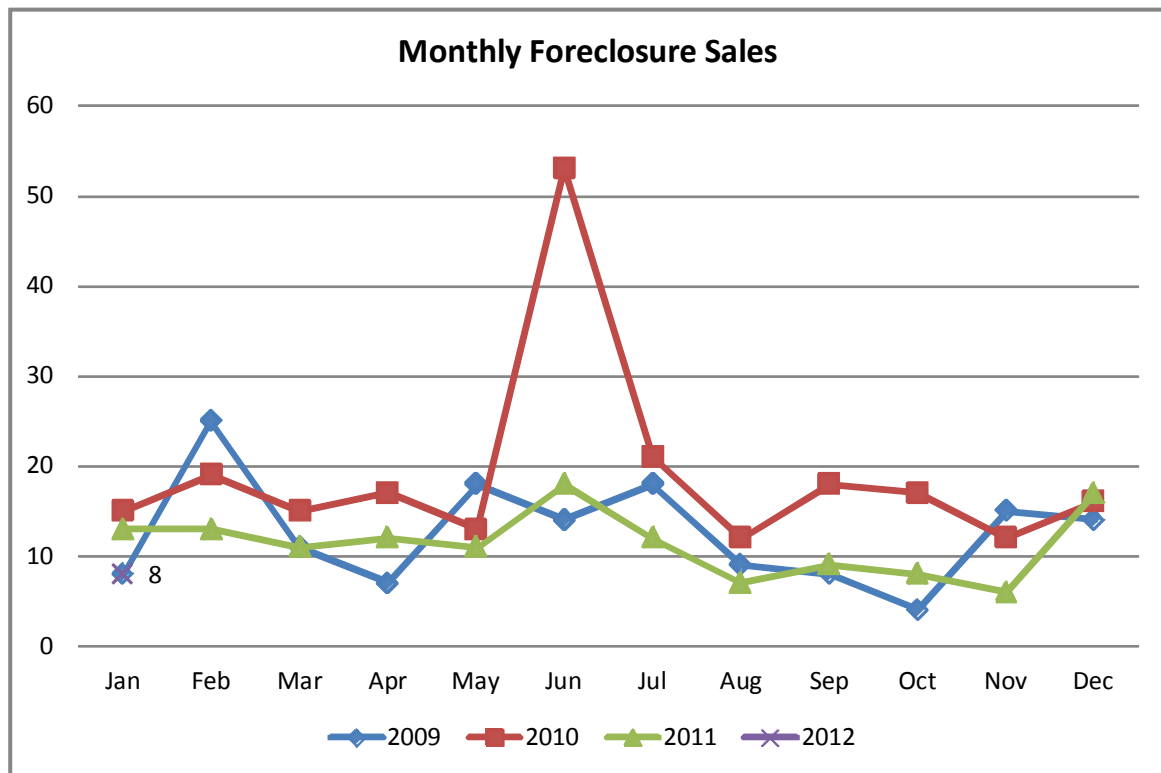
# TOWN OF LITTLE ELM

## DEVELOPMENT SERVICES DEPARTMENT

### MONTHLY DEVELOPMENT REPORT

January 2012

## DEPARTMENT SUMMARY



Source: Denton Central Appraisal District.

## Active Commercial Projects

Tenant Name	Project Type	Permit Date	Site Address	Status
Southern Fastening Systems	Addition or Remodel	7/1/2011	26772 E US Hwy 380 Ste No. A	Under Construction
Town of Little Elm Service Center	Addition or Remodel	5/5/2011	1600 Mark Tree Ln.	Under Construction
Cottonwood Creek Marina	Addition or Remodel	12/22/2011	900 Lobo Ln.	Under Construction
Vertical Communications	Addition or Remodel	12/20/2011	26647 E US 380	Awaiting Final Inspection
Lowe's	Addition or Remodel	12/27/2011	2773 E Eldorado Pkwy	Awaiting Final Inspection
MTSI	Addition or Remodel	1/30/2012	Walker Ln.	Under Construction
Town of Little Elm Public Safety Building	New Commercial Building	1/27/2011	88 W Eldorado Pkwy.	Awaiting Final Docs & Inspection
Town of Little Elm Community Center	New Commercial Building	7/19/2011	303 Main St.	Under Construction
Town of Little Elm Senior Center	New Commercial Building	8/16/2011	301 Main St.	Under Construction
Town of Little Elm Streetscape and Lighting	New Commercial Building	5/10/2011	100 W Eldorado	Under Construction
Aldi	New Commercial Building	9/13/2011	2650 Little Elm Pkwy.	Under Construction
Lobo Fueling Center	New Commercial Building	Not Issued	500 W Eldorado Pkwy.	In Review
New Life Community Church	New Commercial Building	9/8/2011	25631 Smotherman Rd.	Under Construction
QuikTrip	New Commercial Building	12/22/2011	2181 FM 423	Under Construction
QuikTrip Canopy	New Commercial Building	Not Issued	2181 FM 423	In Review
RaceTrac	New Commercial Building	Not Issued	2100 FM 423	In Review
RaceTrac Canopy	New Commercial Building	Not Issued	2100 FM 423	In Review
All Storage Ltd	New Commercial Building	10/21/2011	26740 E US 380	Under Construction
Brakes Plus	New Commercial Building	Not Issued	2201 FM 423	In Review
Verizon Wireless	New Commercial Finish-out	2/6/2012	26735 E US 380 Ste. 103	Under Construction
Henry S. Miller	New Commercial Finish-out	1/17/2012	2700 E Eldorado Ste. 204	Under Construction
Del Taco	New Commercial Finish-out	Not Issued	2721 Little Elm Pkwy. Bldg No. 2 Ste. 200	In Review
Rosebriar Marketplace	New Commercial Finish-out	9/19/2011	2701 Little Elm Pkwy. Bldg No. 6A Ste No. 95	Awaiting Final Inspection
Rosebriar Marketplace	New Commercial Shell	2/18/2011	2701 Little Elm Pkwy. Bldg No. 6A	Awaiting Final Inspection
Rosebriar Marketplace	New Commercial Shell	2/18/2011	2721 Little Elm Pkwy. Bldg No. 2	Awaiting Final Inspection
Lobo Fueling Center	New Commercial Site	11/7/2011	500 W Eldorado Pkwy.	Under Construction
New Life Community Church	New Commercial Site	6/21/2011	25631 Smotherman Rd.	Under Construction
7-Eleven	New Commercial Site	Not Issued	8999 FM 720	In Review
RaceTrac	New Commercial Site	1/9/2012	2100 FM 423	Under Construction



# CIP Newsletter

Town of Little Elm

CIP Newsletter  
February 14, 2012

## Senior Center

### Project Description

The Senior Center will be a new structure constructed for use by the Senior Citizens of the Town of Little Elm. The New Senior Center will be located on the same site as the Recreation Center. The programming for the Senior Center includes a multi-use meeting room space to host senior events, kitchen, classroom, and other multi-use areas. The size of the facility is 5,178 square feet.



A view of the open ceiling in the Multi-Purpose room in the new Senior Center.

### Project Status

The contractor has completed installing exterior glass, finished most of the interior dry-wall, and installed the exterior metal panels. CoServ has installed the electrical transformer. ATMOS has brought gas piping to the site. The contractor has also installed the grease trap for the kitchen. The kitchen hood duct

work has been installed and installation of the interior lighting is underway. The contractor will also be working on interior ceilings as well. The HVAC contractor, the plumbers, and electricians continue their work. Next week, more of the same continues. Town Council approved a schedule extension for this project. The completion date is now April 30th.

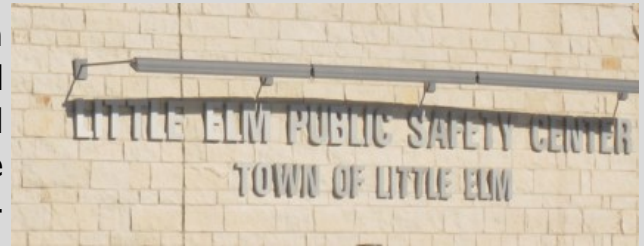




## Public Safety Center

### Project Description

Plans include the design and construction of an approximately sized 42,000 square foot combined police facility and central fire station to be located on Eldorado Parkway in front of Town Hall. The police facility will accommodate current overcrowding issues and future staff growth. The facility will include a jail, municipal court office, sally port, juvenile/victim interview rooms, storage, evidence storage, emergency operations center and patrol officer and detective work areas. The new central fire station provides sufficient accommodations to properly operate a future, two company fire station. Productivity and efficiency improves overall when operating the departments under one roof. As the Town's growth continues, the central fire station will be able to manage the anticipated increase in call volume and services. The new facility will be able to house two engine companies, medic crews, future rescue company, future battalion chief, administration personnel, training room, hands-on training room, inspections, investigations, EMS supplies, bunker gear supply, rehab, conference room, and emergency operations center.



View of the Lobby of the Public Safety Center

## Public Safety Center

### Project Status

The building is substantially complete and the Police and Fire Departments have occupied the building. The landscaping is now installed, the wrought iron fencing around the perimeter of the building is complete, the roof top equipment screen was installed, and the television monitor hook ups were connected, card readers on doors are now working, parking lot striping is completed, and the contractor continued work on the punch list items and change items. Some of the work items remaining to do are: the parking lot gate, Rotunda

crown (will be installed on February 11th), installation of the EOC millwork. Staff continues working with a consulting engineer to determine a cause for the Apparatus Bay floor cracking and on a recommendation for corrective measures. This building was completed several weeks ahead of the contracted delivery date.



View of the second floor Lobby of the Public Safety Center



View of the Apparatus Bay of the Public Safety Center



# Recreation Center

View of the steel structure at the front of the Recreation Center.



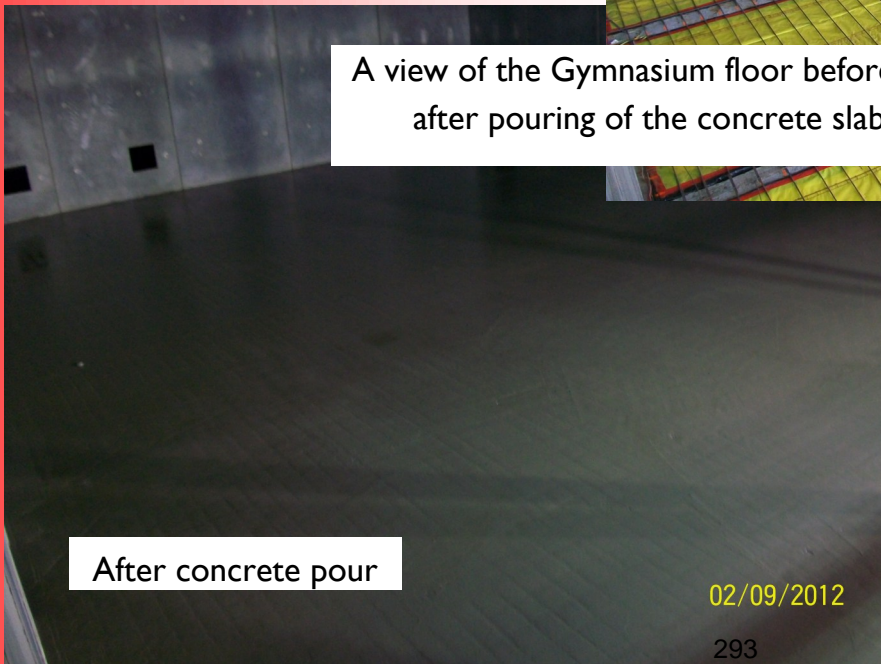
## Project Description

The Recreation Center is a structure that is to be located off Main Street near the intersection of Main Street and Button Street on a property currently owned by the Town of Little Elm. The site will also have access of Lakeshore Drive. The programming



Before concrete pour

A view of the Gymnasium floor before and after pouring of the concrete slab.



After concrete pour

02/09/2012

293

for the Recreation Center includes a multi-use meeting room space to host public events and public/private meetings, multi-use recreational center for basketball, volleyball, exercise area, classroom and instructional leisure activities. The size of the facility is 23,715 square feet.

## Recreation Center

### Project Status

The contractor has nearly completed erecting the structural steel. The roofing installation is under way and about 50% of the building is now in the dry. Gas and electric utilities are now being installed in the building as well. This week, the contractor poured the slab for the Gymnasium. The interior and exterior wall framing is being installed on the first and second floor of area "A" (all areas except for the gym).

The fire sprinkler contractor is installing sprinklers in this area and the mechanical contractor is installing ductwork as well.

Next week, the contractor will start installing window frames. Town Council approved a schedule extension for the Recreation Center. The completion date is now May 30, 2012.



A view of the new monument sign on Lakeshore for both the new Recreation Center and the Senior Center



A view of the Lake from the Terrace of the new Recreation Center

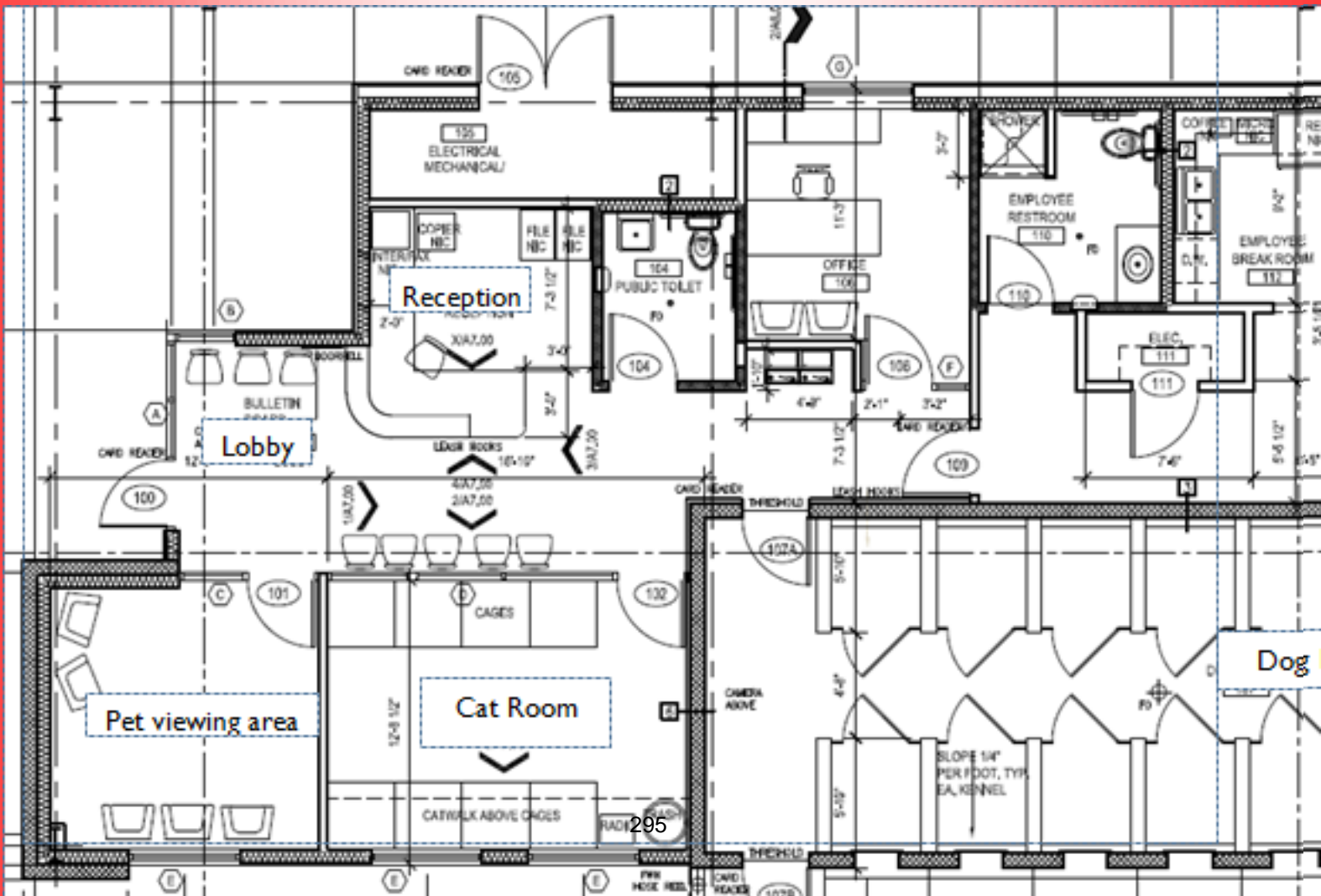
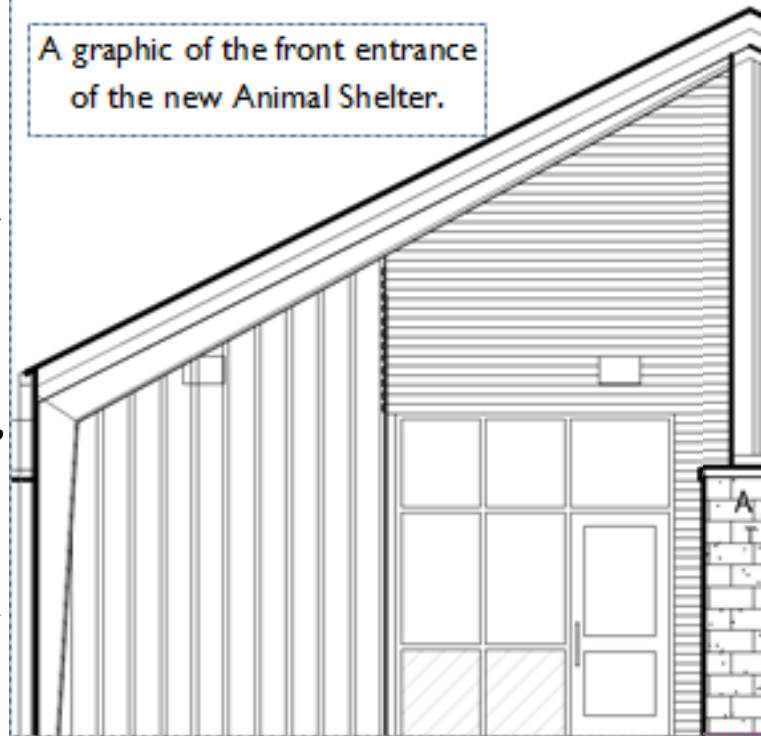


# Animal Shelter

## Project Description

Plans now include the design and construction of an 3,497 square foot animal shelter to be located on Mark Tree Lane near the Public Works Service Center and the Wastewater Treatment Plant. The new animal shelter facility will have 24 dog kennels, cat room, adoption / viewing room, quarantine room, check-in room, washroom, reception desk and an office. The project will also have 12 dog runs and an sally port for the off loading of animals and food supplies.

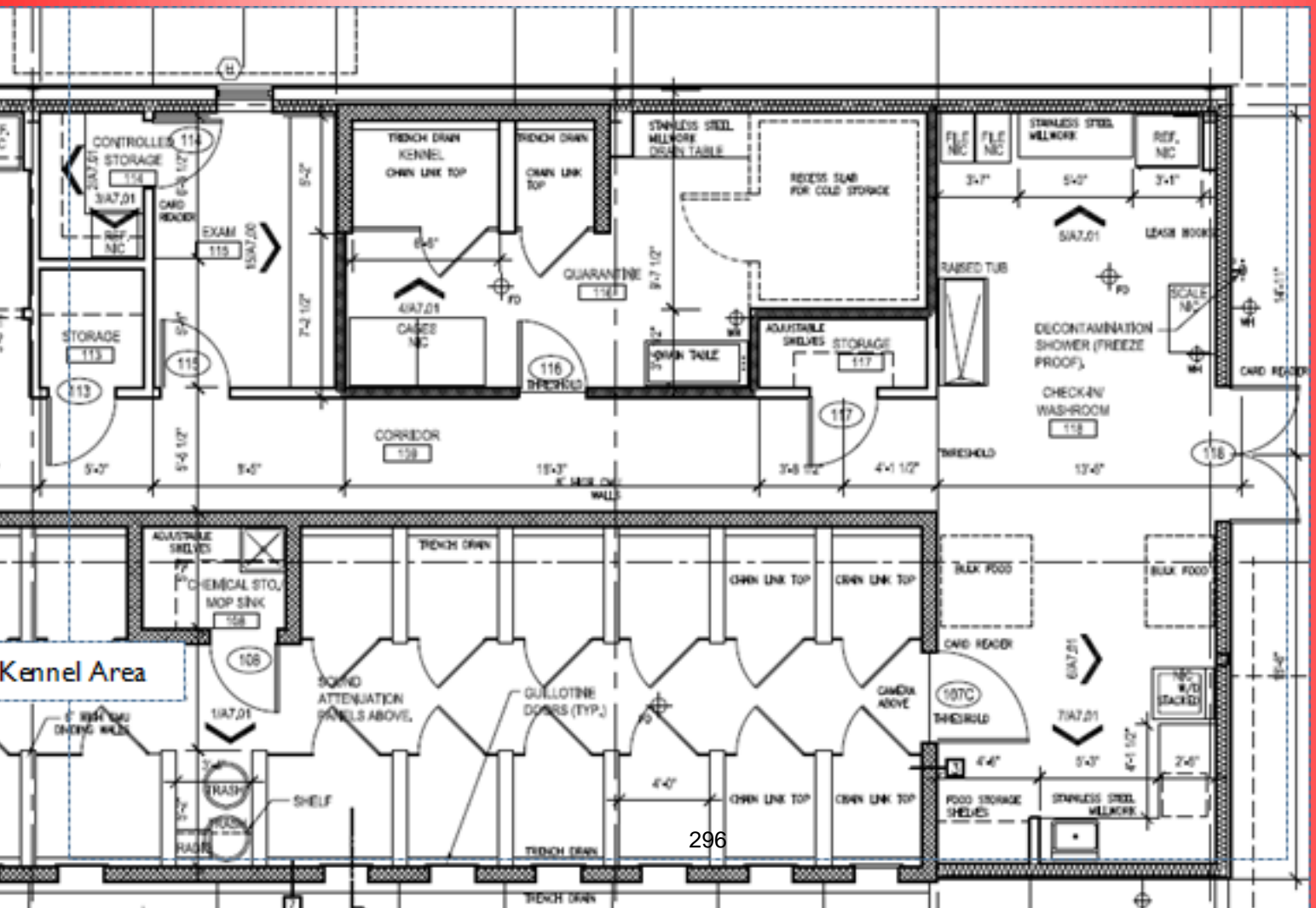
A graphic of the front entrance of the new Animal Shelter.



# Animal Shelter

## Project Status

The architect has completed the construction documents to the 95% level and is working toward the 100% construction documents that are behind schedule. Staff completed the RFQ for a “Construction Manager at Risk”, this was advertised and proposals were received on January 31st. Staff is currently reviewing the 8 proposals received. Staff will make a recommendation to Town Council on March 6th.



## Graphic showing the work planed at the Courtesy Drop Site



## Elevated Water Tower Site - Two Million Gallon (2 MG)

### Project Description

This project will include a two million gallon elevated water tower storage tank. It is planned this tower would be located at the intersection of Little Elm Parkway and Eldorado Parkway on property that is currently owned by the Town. This will complete the ultimate need for elevated water within the Town.

### Project Status

Staff continues discussion with the adjacent land owner / developer discussing a land swap that will benefit both parties at the southwest corner of Eldorado Parkway and Little Elm Parkway. Town Council approved the purchase of the surplus right-of-way from TxDOT and the ownership papers have been filed with the County. Staff will present preliminary layouts and design contract for the new water tower at an upcoming Council work session in the next few months.



# Wastewater Interceptor and Lift Station # 4 and # 6 Improvement Project

## Project Description

The design includes detailed plans and specifications for the replacement of the existing eighteen inch (18") gravity main with a thirty inch (30") gravity sanitary sewer from the north side of Eldorado Parkway across from Brenda Lane through the Courtesy Drop Site and the Public Works Service Center into the main WWTP lift station and replacement of the existing service road due to the alignment and depth of the existing gravity sanitary sewer main. Another part of this project is the replacement of Lift Station #4 on Main Street and Lift Station #6 on Lakeshore Drive. Both lift stations were installed with the Town's original 1976 Sanitary Sewer System and need to be upgraded to current standards.

## Project Status

Staff conducted the pre-construction conference as scheduled on January 18th. The contractor mobilized at Brenda Lane and the Service Center. The excavation of the trench for the 30" gravity sewer has begun at the Service Center and the excavation for lift station # 4 wet well is under way. Due to the deep cut of the interceptor, progress will seem slow at first. However, once the contractor gets the utilities installed, major improvements will begin to be noticed at the service center. Next week, the contractor will continue to install sewer line. Lift station # 4 vaults will be completed in 10 days. Lift station # 6 will be excavated as well.



The Courtesy Drop Site is temporarily closed for construction

## Lewisville Lake Boring Project

### Project Description

The project will provide sewer and domestic water services to the West side of Little Elm. The contract includes for parallel HDPE water line and force main lines installed by an approximate 2,000 linear foot horizontal directional drill at the FM 720 crossing of Lewisville Lake. This project is critical to resolve the issue of providing commercial water and sanitary sewer to the west side of the Town. Funding for this construction is available within the Utility CIP Bond Fund.

### Project Status

The contractor has completed all the contracted items with the exception of the fence on the west side of the bridge. The fence is waiting on additional material due to property owner changes. Staff has completed the final walk through and the project engineer has provided the punch list to the contractor. The contractor is to provide close out documents and make application for final payment. Staff will verify the punch list items have been addressed and present the project for Town Council's final approval.



## Cottonwood Ball Park Irrigation Well

### Project Description

The project consists of drilling and completing a 150 gallon per minute well to provide irrigation for the Cottonwood Ball Park Complex located on Lobo Lane. This irrigation will allow the Town to water the ball fields and landscape at Cottonwood Park without use of the public water supply. This well facility will protect the turf and landscaping during times of extreme drought.



### Project Status

The contractor has completed the repairs to the pump as well as completed the electrical connections to the variable speed controller. The pump was run to verify that the well water was clear of sediment. Staff and the contractor tied the well into the irrigation system at Cottonwood Ball Park to perform a test on the well and equipment. Staff performed the final walk through and the project engineer has provided the contractor with the final punch list. The contractor is working on completing the punch list. Staff is anticipating this project to go to Town Council for final approval in March.



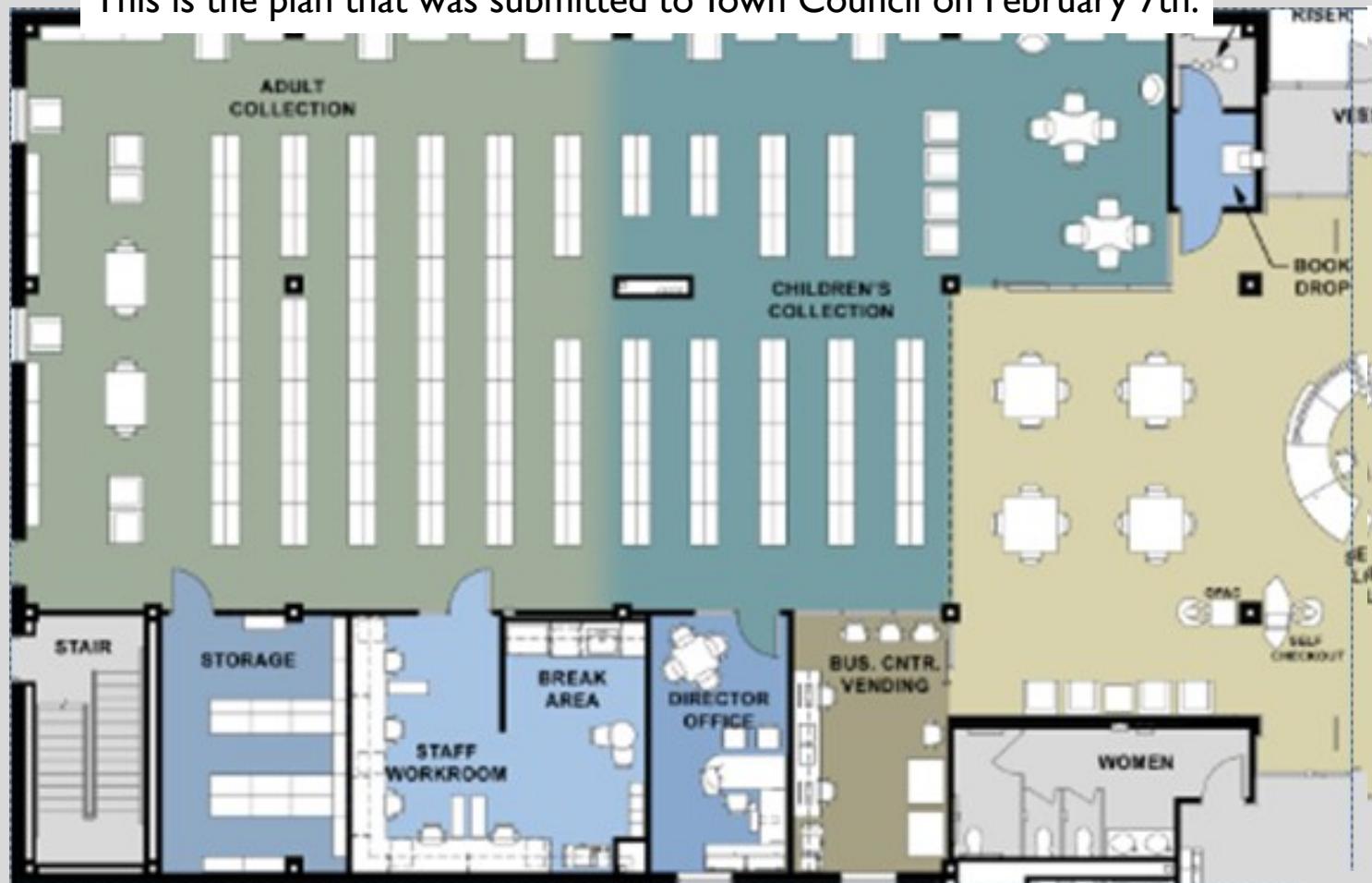
## Little Elm Library Remodel

### Project Description

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 expansion and renovation 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. The expansion includes relocation of the utility billing office to an upstairs space of Town Hall along with other work on the second floor of Town Hall that will address acoustics and efficient space planning.

Funding for this project is available through the approved 2009-2014 Recreation and Leisure Bonds – Library Expansion Project.

This is the plan that was submitted to Town Council on February 7th.



## Little Elm Library Remodel

### Project Status

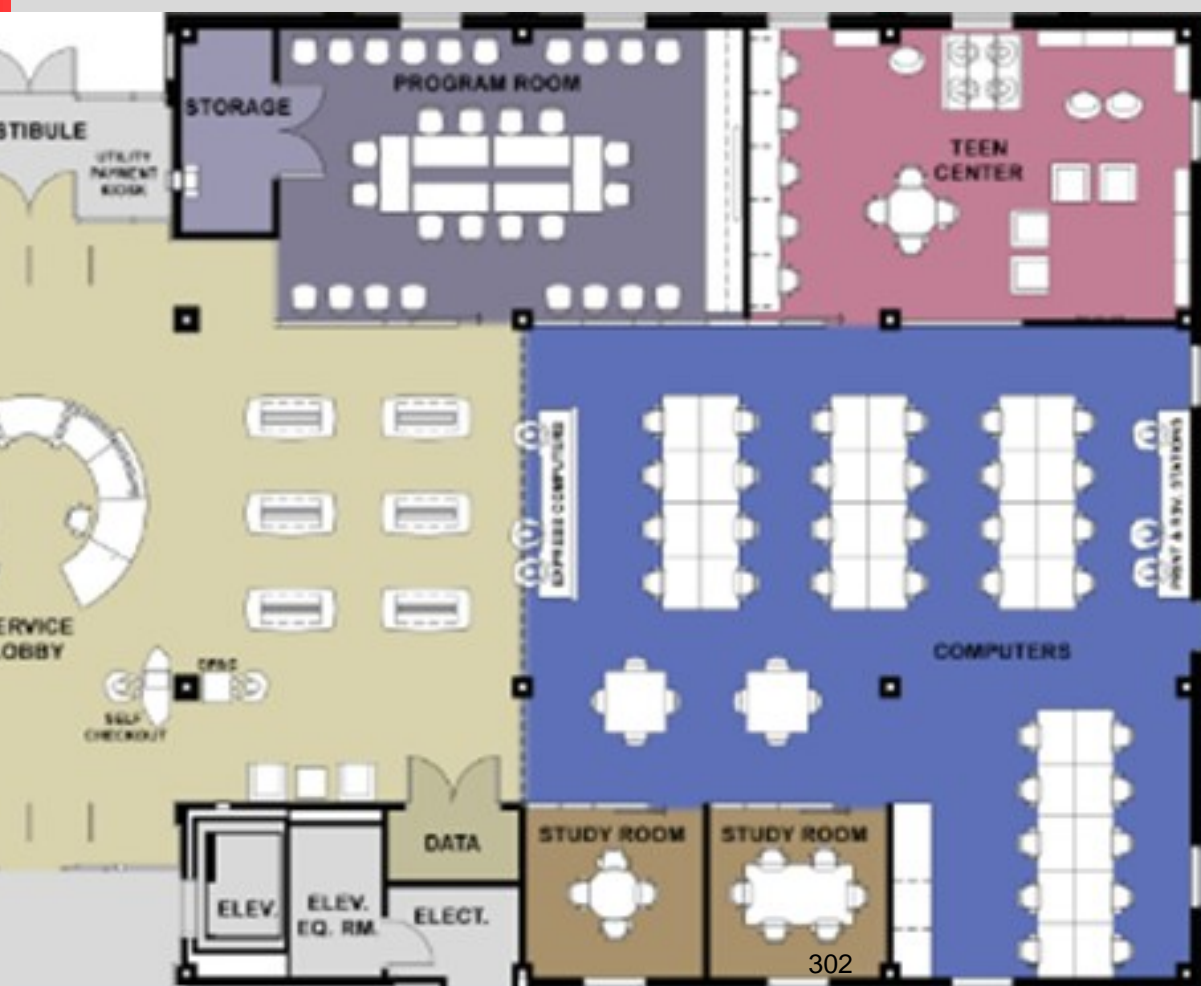
The architects presented the proposed floor plan configuration of the Library expansion and renovation to the Town Council, the evening of February 7, 2012. The presentation included a phasing plan for construction of the library as well as modifications of the second floor. Construction of the library renovation / expansion would begin after the reconfiguration of the second floor spaces which included filling in the holes within the second floor. The second floor construction would take approximately four months to complete; after completion, the library renovation/expansion construction would begin and take approximately 7-9 months to finish.

In addition to the presentation, the project team staff presented pricing for the construction, furniture, fixture & equipment and technology for the library renovation and expansion.

The architectural team met with the project team and Staff on February 8, 2012 and was introduced to the new Library Director (Spencer Smith). The team discussed comments from Staff and Council as well as conducting an in-depth discussion regarding mechanical and electrical systems for the library. The library renovation and expansion will utilize the existing (newly integrated)

building management system as well as maintain the existing mechanical system with slight modifications to the system to incorporate the new library spaces and functions.

With approval from Town Council, the architectural team is moving forward with the development of the design and drawings along with bi-monthly meetings with the project team and Staff.





## **Projects Completed or Closed Out in the Last Year**

East Eldorado Wastewater Line & Lift Station Project

Wastewater Treatment Plant Expansion

Solar Cell Grant Project

Back Up Generator Project

Mansell Pump Station Improvements / Emergency Power

Main Street (West) Paving and Drainage Phase I

Eldorado Water and Wastewater Project

## **Projects to be Completed or Closed Out in the Next Couple Months**

Cottonwood Ball Park Irrigation Well

Public Safety Facility

Witt-Woodlake Connector

Eldorado Parkway Streetscape and Gateway Improvements

Main Street Irrigation Well

Lewisville Lake Boring Project

## Kings Crossing Lift Station Expansion

### Project Description

This project consists of upgrading the existing lift station wet well, electrical system, and pumps as well as a new TRV stone wall. The improvements will allow for increased flow from proposed development along FM 423.

### Project Status

The epoxy coating for the wet well was sprayed in and now the contractor is working on the internal plumbing and electrical wiring within the wet well. CoServ is working on installing the new electrical service to the site. CoServ has changed from aerial transformers to a pad mounted transformer because of availability of the transformers. This will require an easement (for the transformer) and Staff is working with the engineer to lessen delays to the project. All of the concrete has been removed to allow for excavation between the structures. Next week, the electrician will complete all of the wiring and conduit installation in preparation of the pump delivery for the following week.

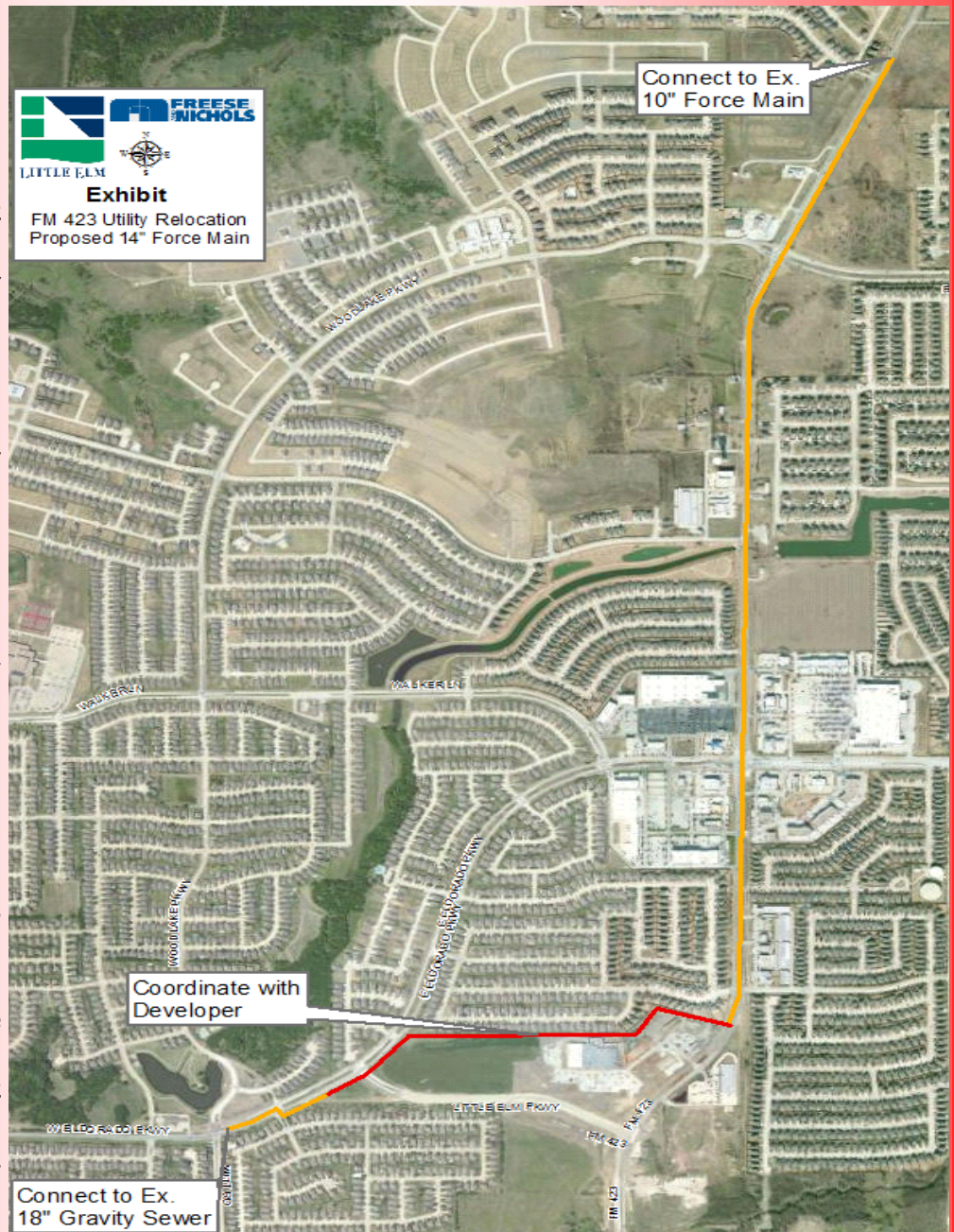




## 423 Utility Relocation Project

### Project Description

The design includes detailed plans and specifications for the replacement of the existing ten inch (10") force main with a fourteen inch (14") sanitary sewer force main from just north side of Frisco Ranch down to the existing Kroger force main recently installed and into an existing manhole on Eldorado Parkway just before the Woodlake Parkway intersection. The existing sanitary sewer force main is undersized for future development on the Doe Creek Peninsula. In addition to the force main there are several sections of existing water and sanitary sewer gravity mains within the limits of the FM 423 TxDOT Improvements that need to be adjusted or relocated due to conflicts. Funding for this design and construction is available through the Utility CIP Bond Fund. A majority of the work will be reimbursable to the Town from TxDOT since these lines are within existing easements. The design engineer believes that reimbursable number to be approximately eighty percent (80%) from experience on dealing with reimbursement relocation projects in the past with TxDOT.

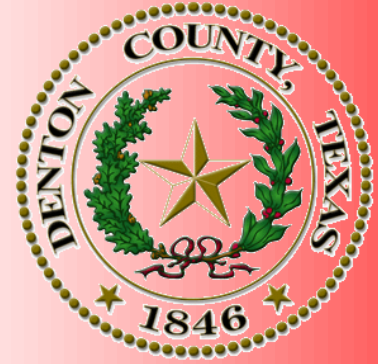


### Project Status

Bids will be opened on Phase 1 of the project on February 23rd. Construction is expected to begin within 60 days of bid opening. Phase 2 60% plans will be submitted by the in March. The northern section of the project has been accelerated to coincide with the timing of developer driven waterline work.



# Little Elm and Denton County Projects



## Lobo Lane Paving & Drainage Project

### Project Description

The project includes the design and construction of underground storm water system to improve drainage and construction of a concrete street with sidewalk improvements and a trail to connect Cottonwood Park to Little Elm Park along the West side, street lighting, and landscape enhancements. Improvements will provide increased capacity for existing schools, marina development, Cottonwood Sports Complex, and industrial development. The project scope was increased to include extending Lobo Lane through Little Elm Park and connecting to newly finished Main.

### Project Status

#### Lobo Lane to the south of Eldorado Parkway (FM720)

This week, pending weather, final pavement to marina is scheduled. The electrical work is still on hold pending the Town's decision on park vendor receptacle design. Landscaping and irrigation installation continues on the North Side; with Cedar rails arriving on



the 12th for installation. All Banners have been hung on light poles with seasonal balance at Service Center. East irrigation is at 98% completion. The contractor continues working on electrical installations servicing the irrigation control panels. The west side irrigation is at 98% complete.

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

The pavement from Main Street to Eldorado Parkway north and south bound lanes are completely poured. Pavement from Little Elm Park Drive on Lighthouse Road has been poured to 78% complete. Irrigation and landscaping on the north side is completed up to Lighthouse Road pending electrical changes. Irrigation for the new soccer field is almost completed. Electrical work is on hold pending an easement from the United States Army Corps of Engineers. Grass on east side of Lobo has started.

# Little Elm and Denton County Projects



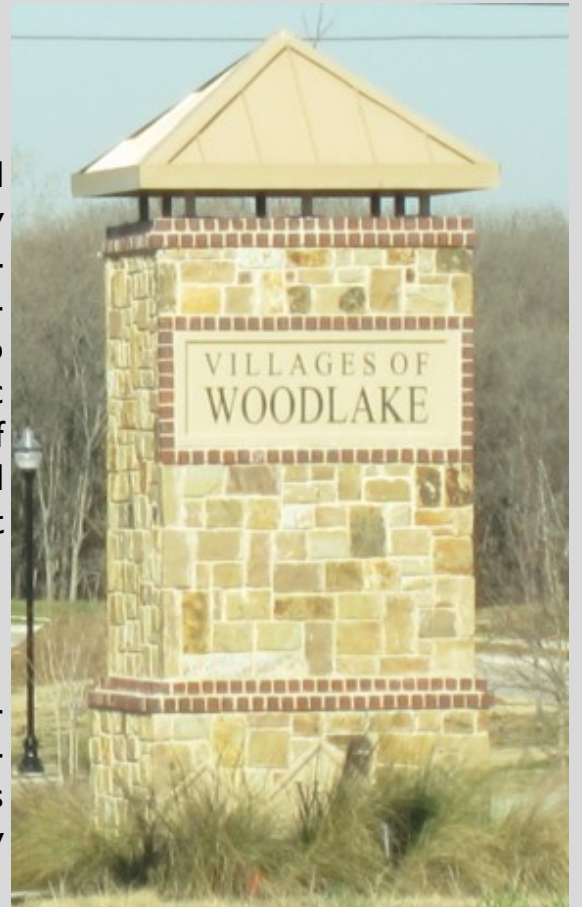
## Witt-Woodlake Connector

### Project Description

This project includes construction and design of a road to connect and align Witt Road with Woodlake Parkway at the intersection of Eldorado Parkway. The work includes a North South thoroughfare for the Town of Little Elm. This road realignment will provide access to Eldorado Parkway for Villages of Woodlake and traffic using Witt Road. This project will include dredging of the HOA detention pond, street lighting, sidewalks and enhanced landscaping. The project is funded as a joint project between Denton County and Little Elm.

### Project Status

This contractor has completed the balance of the contract. This work includes the pedestrian hand rail, service driveway gate, and park benches. This work was completed on January 30, 2012. This project will now go to Town Council in March.





# Little Elm and Denton County Projects



## Eldorado Parkway Streetscape and Gateway Improvements



### Project Description

The Streetscape and Gateway – Phase I Improvements will construct landscape, stamped concrete hardscape, and irrigation median improvements from the Little Elm Parkway intersection to FM 423 intersection along Eldorado Parkway. A gateway monument will be constructed just to the West of FM 423 in the median that will highlight that entrance into the Town and start the streetscape theme that will be associated with Little Elm. Also, included within the scope are the monument signs for the Senior Center and Recreation Center Site at Main Street and Lakeshore Drive, The Town Hall Sign, Little Elm Park Sign, Cottonwood Park Sign, and the message board signs at Walker Lane and at Little Elm Parkway along Eldorado Parkway. The East gateway project also includes modifying the street paving to move the median break and left turn lane on Walker Lane for better access into the Lowe's Shopping center main drive off Walker Lane and widening the drive approach at Towne Crossing to line up with the signal on Walker Lane as originally intended. Future phases will bid out as TxDOT finishes FM 720 and FM 423 and funding is secured.

### Project Status

This week, the contractor worked on punch list items that included removal and reinstallation of some median decorative concrete bands at Walker Lane and Eldorado Parkway. (These bands heaved / lifted and the punch list required their replacement). Next week, the contractor will finish up installing joint sealants, finish sand blasting, replant Red Yucca along Eldorado Parkway, straighten metal lettering on monuments, and apply anti-graffiti coating at the monuments. Communications with the LED monument signage continue to be an issue. The contractor is working with Staff on a solution. The solution will allow the messages to be changed remotely.



# Little Elm and Denton County Projects



## Witt Road Bridge

This bridge gateway monument column will have stone applied to the recessed area.



### Project Description

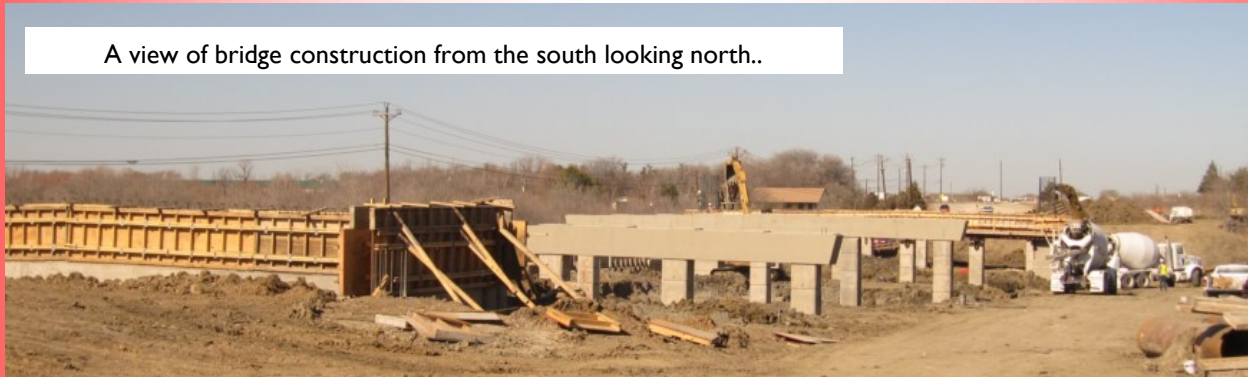
This project includes design and construction of a bridge for Witt Road over the Cottonwood Creek. It has an extremely low elevation and is frequently closed due to high water. This roadway connects FM 423 to Eldorado Parkway and is instrumental to local mobility and emergency response time. This bridge is located on the only north-south thoroughfare through Little Elm.



# Little Elm and Denton County Projects



A view of bridge construction from the south looking north..



## Witt Road Bridge

### Project Status

The contractor has experienced several weather delays to date. Storm, water, and sewer installation are ongoing. Total utilities installations are 94% complete. Due to sequencing, some of the utilities will have to wait until other work activities are completed. The installation of the 18", 30", and 36" pier shafts are now complete. The completion of temporary walls and the temporary paving for the detour are complete. Work continues (slowly due to weather



A view of bridge construction from the north looking south.





# Little Elm and Denton County Projects



## Main Street (East) & Lakeshore Realignment Phase II

### Project Description

The Main Street – Phase II Improvements will reconstruct Main Street from the Clark Street intersection to Eldorado Parkway. Also included is a realignment of Lakeshore Drive to Clark Street with parking and a bus loop turn around at the LEISD King Early Learning Center. This new section will be a thirty one foot (31') concrete pavement, eight foot (8') trail sidewalk along

the North side of Main Street and a five foot (5') sidewalk on the South side with new barrier free ramps and stamped intersection crossings, trees along the curb, water, wastewater gravity line and force main, irrigation, street lighting, and underground drainage improvements. These drainage, water, and utility improvements are designed to improve access and serve future expansion with the Community Recreation Center & Senior Center Site, Main Street, Lakeshore Drive, Button Street, and Clark Street.



### Project Status

The design consultant has submitted 100% plans and specifications to the Town for review. Staff met with the design consultant and presented plan review comments on January 31st. The design consultant continues working with the electrical engineer on the lighting plans. The Town is in the process of obtaining the required right-of-ways and is working on a legal agreement between the Town and LEISD to officially set the requirements for right of way and the Town building the necessary improvements. The next project design meeting is scheduled at the end of February.

### Project Description

King Road will be widened to four-lanes from Witt Road West to the Town Limit. This project will provide a four-lane undivided roadway which would service transportation needs for the surrounding neighborhoods, the Hackberry Elementary School, and improved access for commercial and retail businesses along King Road. The improved roadway will improve access and increase development along King Road and Witt Road.

### King Road West

### Project Status

Staff met with the design consultant to received 100% construction documents on January 31st. The design consultant is coordinating lighting and electrical plans and continues work on the final easement documents and right-of-way issues. This project will expand King Road from the intersection of Witt Road to the Town Limits to the west. The next project meeting is scheduled for the end of February.

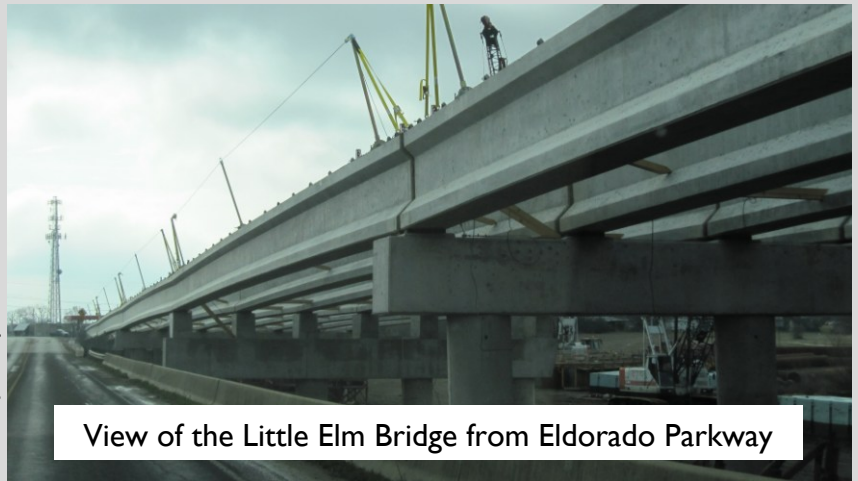
# Texas Department of Transportation Projects



## Eldorado Parkway Through Little Elm (FM 720)

The design plans are 100% complete and TxDOT has acquired all the necessary right-of-way (ROW). J.D. Abrams was awarded the bid for this project (\$55 Million). The project will start construction in the spring of 2012 once utility relocations are complete. Although the contractor is on hold for Eldorado Parkway construction, the contractor is mobilized and has commenced work on the bridge. The contractor is working on drilling piers. Last week, Staff met with the various utility contractors to discuss status and coordination. The contractor is on hold pending utility relocations as listed below:

- ATT has 100% of the conduits in place from Lewis Drive to Little Elm Parkway and cable has been pulled. All that is remaining to finish is the fiber and copper splicing. The estimated completion date is the end of March 2012.
- ATMOS is complete with the distribution from Hart Road west to the Little Elm Bridge. ATMOS has finally received their TxDOT permit for the high pressure gas main from Hart Road east to Little Elm Parkway. A preconstruction meeting was held and the contractor will be beginning the construction in early February. The Atmos schedule for completion is the end of March 2012.
- CoServ is complete with their utility relocation with only some poles to remove. There are several utilities on CoServ poles that need to be relocated prior to CoServ removing the poles.
- Grande Communications – Grande is now 100% complete with their relocations.
- Suddenlink – Suddenlink has received their TxDOT permit. Suddenlink has completed their relocation work beginning at the bridge and working west towards West Eldorado Parkway. Suddenlink has also begun work on the east side, on Eldorado Parkway to FM 720, preparing to place fiber and coax wiring on the new CoServ poles. If they receive the USACE right of entry by the mid-January the estimated completion date is the end of February 2012.



View of the Little Elm Bridge from Eldorado Parkway

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

Austin Bridge and Road was awarded the bid for this project (\$29 Million). The construction is underway with completion expected in December 2012. Austin Bridge and Road switched traffic on to the new pavement from King Road south to Lebanon Road. The pavement from King Road to the north end of the project has been delayed due to sub-contractor issues. Staff has not received an updated schedule for the completion of this section from Austin Bridge and Road.

-contractor issues. Staff has not received an updated schedule for the completion of this section from Austin Bridge and Road.

## FM 423 Eldorado Parkway to US 380 (North Section)

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

## FM 720 (Eldorado Parkway to US 380)

The design plans are 60% complete and TxDOT continues to develop the construction documents. TxDOT has obtained the environmental clearance to start the right-of-way process. The engineer will now work on the completion of the right-of-way map. The construction documents are expected in March of 2012. The project is expected to be bid out in fall of 2013.

**100 West Eldorado Parkway  
Little Elm, Texas 75068**

For Question and Comments Please Email  
[ltompkins@littleelm.org](mailto:ltompkins@littleelm.org)



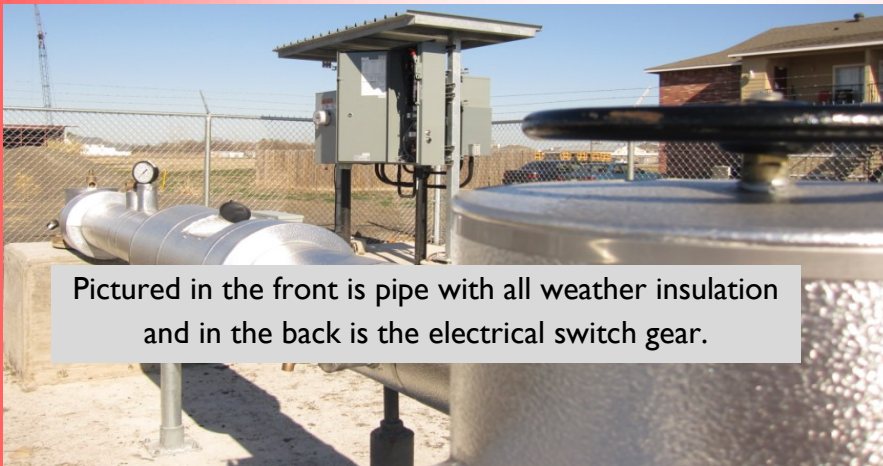
## The Town with a Lake Attitude!



## Main Street Irrigation Well

### Project Description

The project consists of drilling and completing a 150 gallon per minute Paluxy Formation Irrigation Well (approximately 1225 feet deep), discharge and yard piping, fencing around site, electrical system, connection to the existing irrigation system, and trench excavation protection. This well project was included within the approved 2011 utility fund budget and will provide for year round restriction free irrigation to protect the Town's landscape assets on Lobo Lane, Main Street, and within Little Elm Park.



Pictured in the front is pipe with all weather insulation and in the back is the electrical switch gear.

### Project Status

The contractor has completed the wiring to the panel boxes, and installing conduits. CoServ has completed the installation of the electric service to the meter location and the meter has been set. The contractor performed a pump test last week but wasn't satisfied with the well production (147 g.p.m.). The contractor is working to complete the last remaining site work items and has been cleaning and backwashing the well. It is expected that the backwashing will increase well production. Next week, the contractor will perform another pump test after the well has been backwashed. The contractor has notified the engineer that a change order for additional time will be submitted due to the delay in installation of the electrical service. The contractor anticipates project completion within 30 days. Staff will be scheduling the final walk through within the next couple of weeks and is expecting final completion to go to Town Council for final approval in March.



cc  
D. Peach

February 7, 2012

Mr. Charles Platt  
Town of Little Elm  
100 W. Eldorado Parkway  
Little Elm, TX 75068

Dear Mr. Mayor:

Effective February 1, 2012, Strategic Cable Technologies, L.P. ("Strategic") sold the cable television system operating under SICFA No. 90076 in the Town of Little Elm to Grande Communications Networks, LLC ("Grande"). Grande will operate this cable television system under its SICFA No. 31829.

Strategic no longer owns or operates any cable television systems in the State of Texas. Accordingly, pursuant to 66.003(e) of the Public Utility Regulatory Act, Strategic will notify the Public Utility Commission of Texas that it is relinquishing its SICFA No. 90076.

Sincerely,

A handwritten signature in black ink that reads "Kevin D. Grossman".

Kevin D. Grossman  
Vice President  
Strategic Technologies, Inc.

Cc: Doug Peach, Interim Town Manager ✓  
Matt Murphy, Grande





John & Martha O'Reilly  
1303 Lakeshore Dr  
Little Elm, TX 75068

RECEIVED

FEB 14 2012

LITTLE ELM FIRE DEPT



Little Elm Fire Dept.  
Attn: Chief Joe Florentino  
100 W. El Dorado  
Little Elm, TX  
75068

Attention: Chief Joe Florentino  
and to the heroes that  
saved my life.

Thank you for asking my husband,  
John O'Reilly, and myself to the  
Firemen's banquet on Saturday, Jan.  
29th. Jeremy Fuller you did a  
great job on the video. You  
have our sincerest appreciation  
along with all the others from  
Lake Cities and Little Elm  
that helped save my life.  
Keep up the excellent work. You  
all will be in our hearts  
forever.

Sincerely,  
John & Martha  
O'Reilly

-----Original Message-----

From: Joe D. Deaver

n1

Sent: Monday, February 20, 2012 10:51 PM

To: Amy Ferguson

Subject: Passing along thanks

Joe,

Just wanted to pass along my thanks to the guys on the evening shift at the central fire station. I had been running around all day for Trivia preparations, so by the time I was stopping by the Schoknechts' house this evening, I was pretty tired and scatter-brained. I ended up locking my keys in the car, which is something I haven't done in over 15 years. It was quite embarrassing and I was already running behind schedule, but the team had me back on the road within a few minutes.

Thanks!

Joe D. Deaver

Town of Little Elm

Town of Little Elm



Thank you all so much  
for everything. All the  
e-mails, phone calls, kind  
words & so much more  
made a difficult time  
much more bearable.  
It was very much appreciated.  
SJG

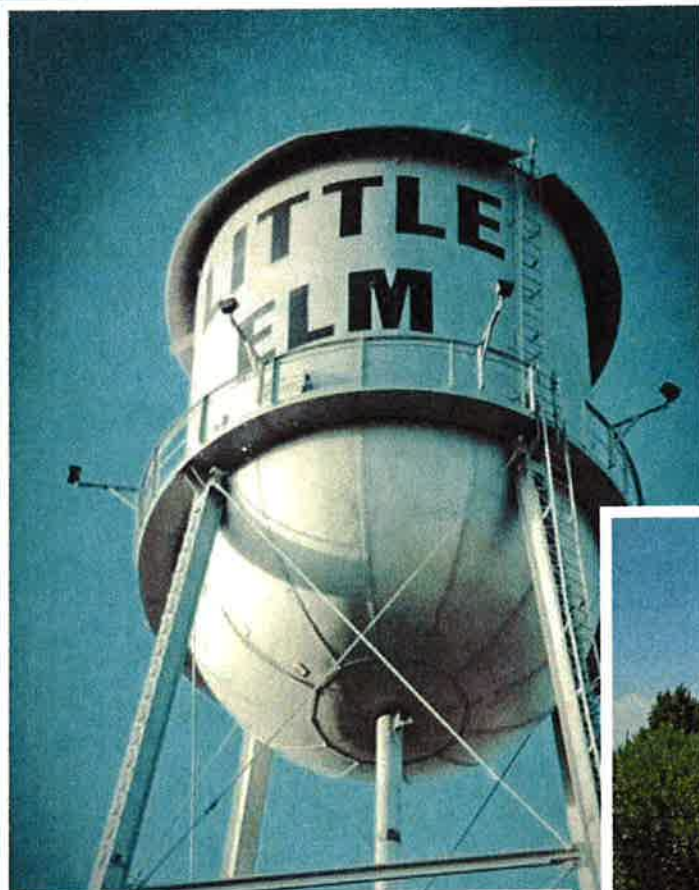
On behalf of entire Garst and Savoie  
families, please accept our sincere thanks  
and appreciation for the kind words,  
thoughts, and deeds expressed in person, in  
cards and in prayers during the recent  
extended illness and loss of our precious  
Shannon. The beautiful plant made a  
lovely and memorable contribution to her  
memorial service. Please accept our grateful  
and sincere appreciation for these  
thoughtful expressions from each one of  
you.





# PUBLIC WORKS

TOWN OF LITTLE ELM



## Contents

Water:	Page 2
Waste Water :	Page 3
Conservation Goals:	Page 4
Conservation Goals:	Page 5
Streets & Solid Waste:	Page 6
Administration:	Page 7



**FEBRUARY  
2012**

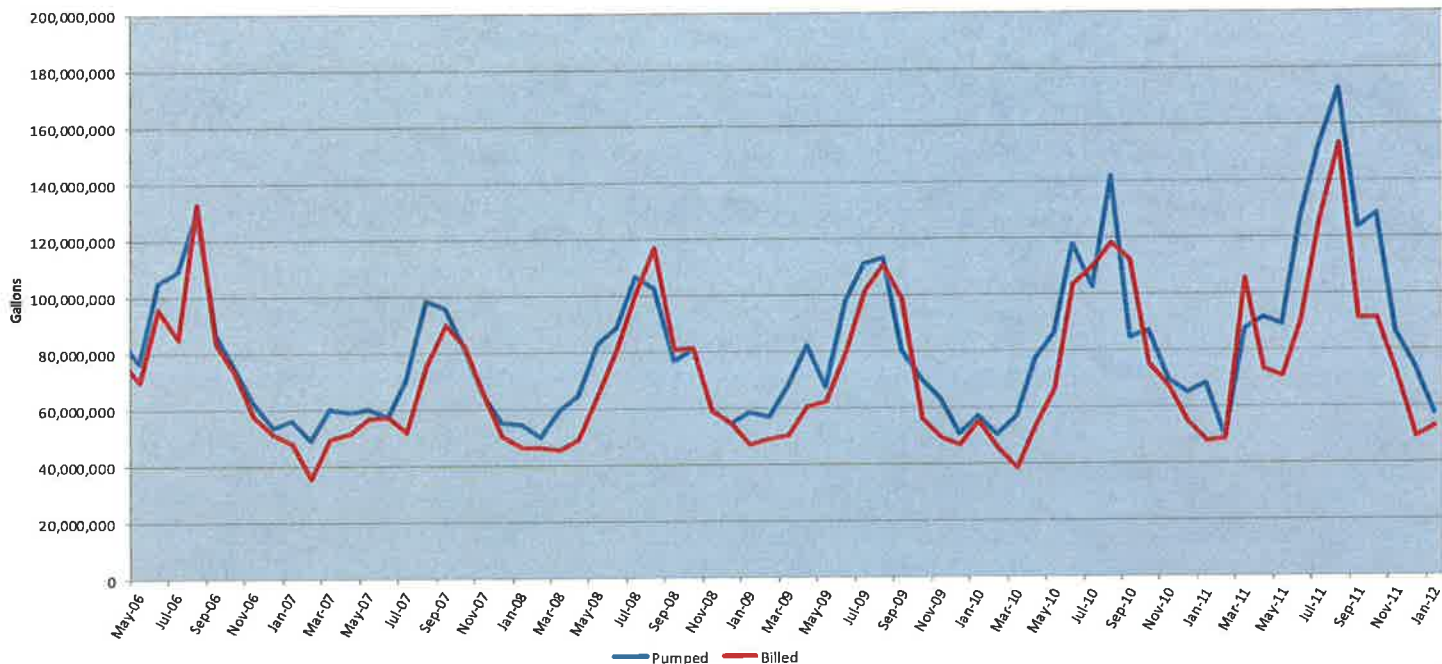
Kevin C. Mattingly  
Director of Public Works  
972-377-5556  
[kmattingly@littleelm.org](mailto:kmattingly@littleelm.org)



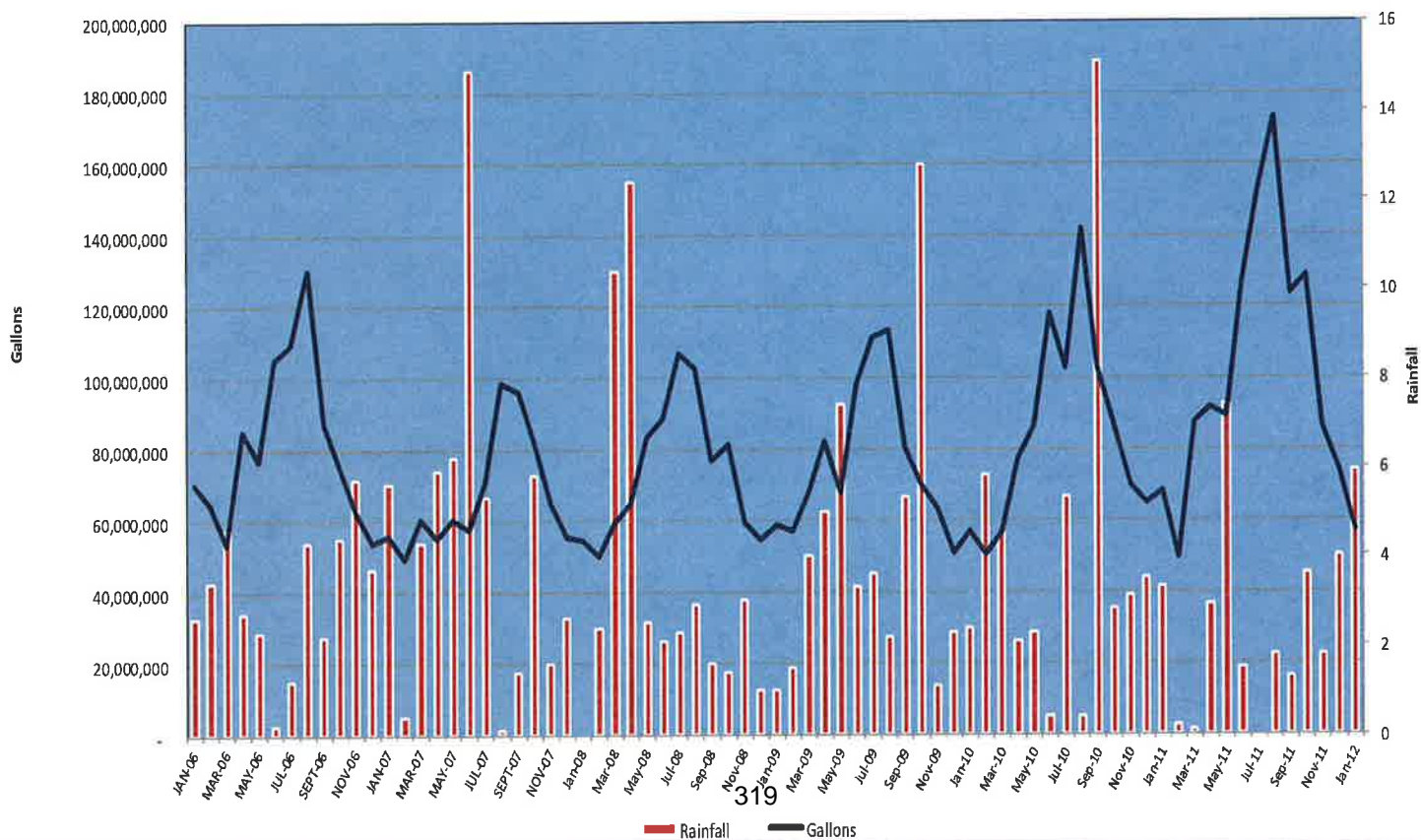


# WATER

Comparison Billed to Pumped



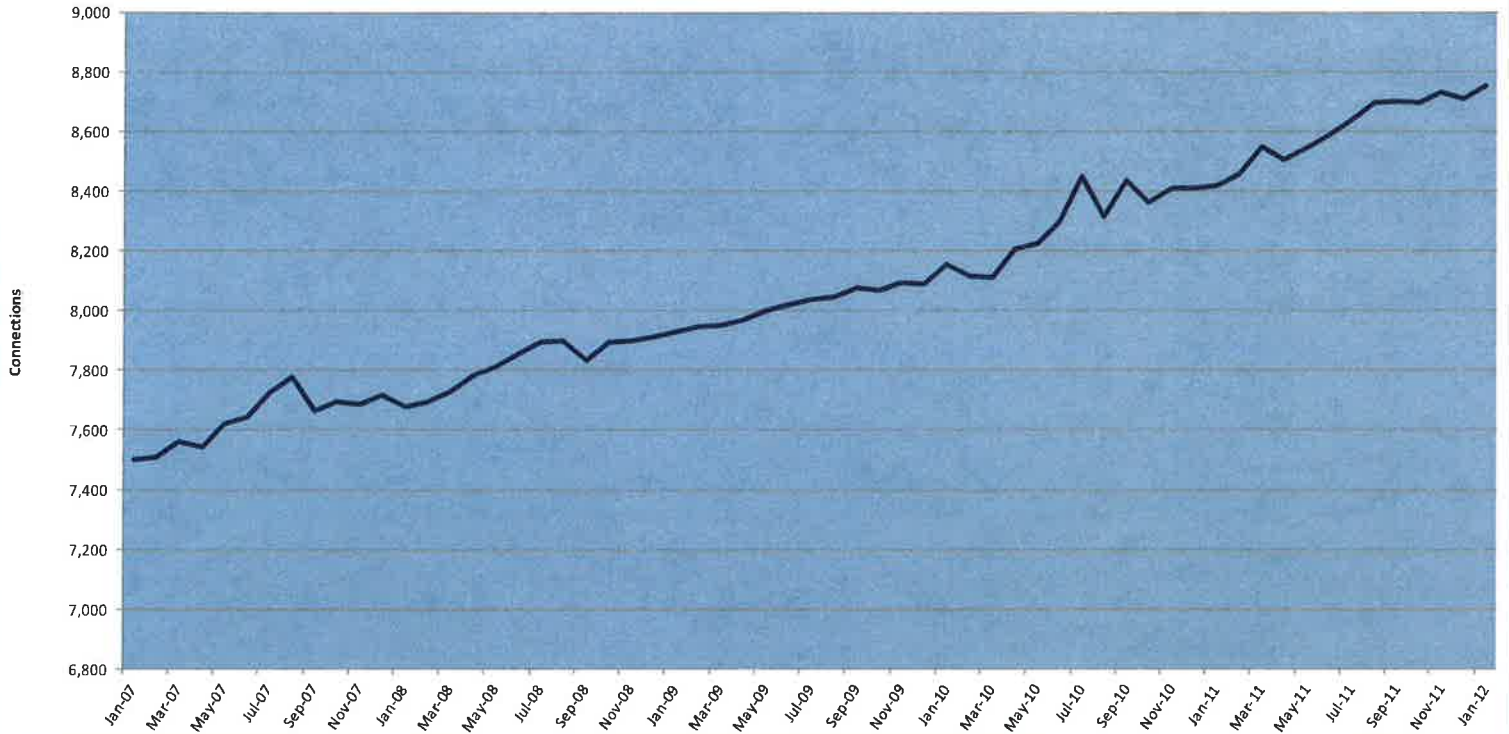
Water Pumped with Rainfall



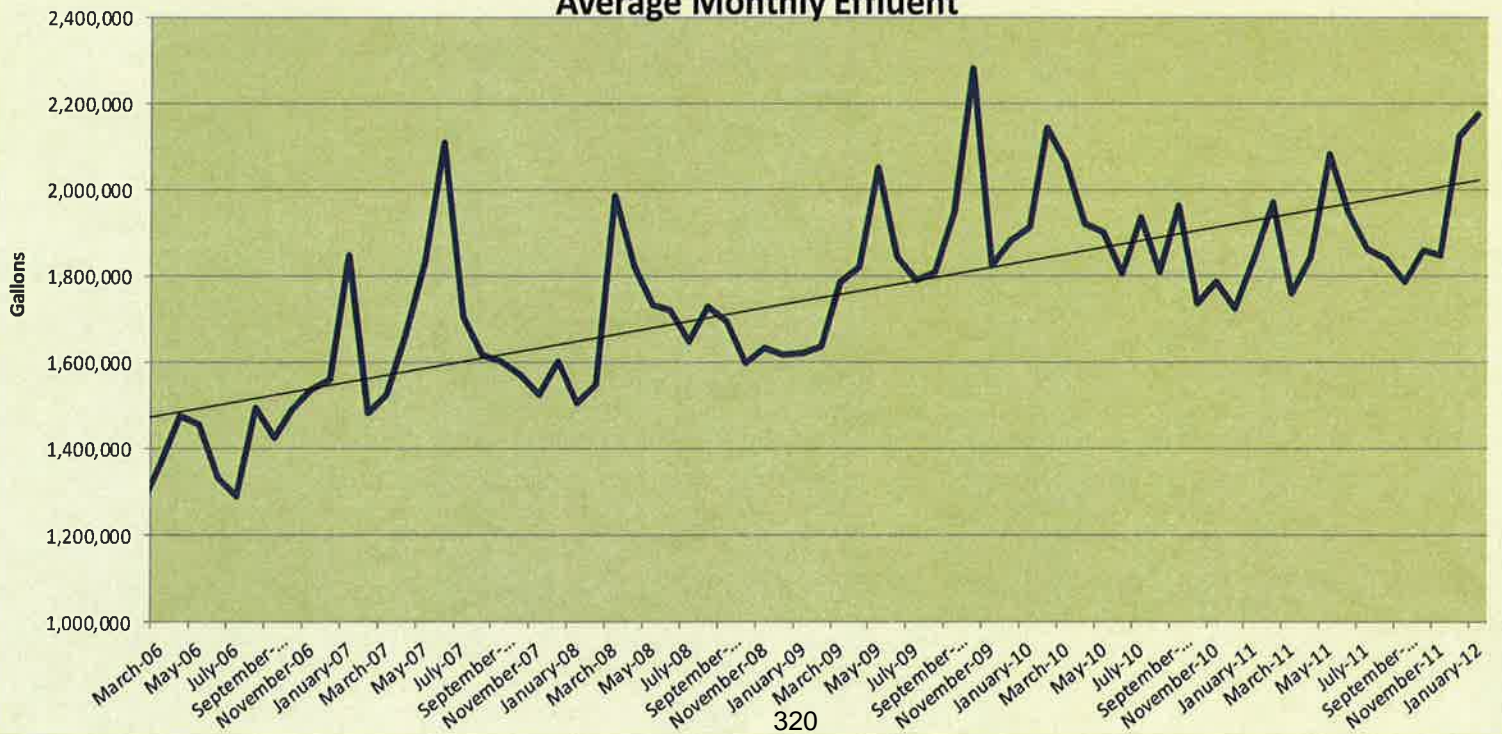


# WASTE WATER

**Water Service Connections**



**Waste Water Treatment  
Average Monthly Effluent**

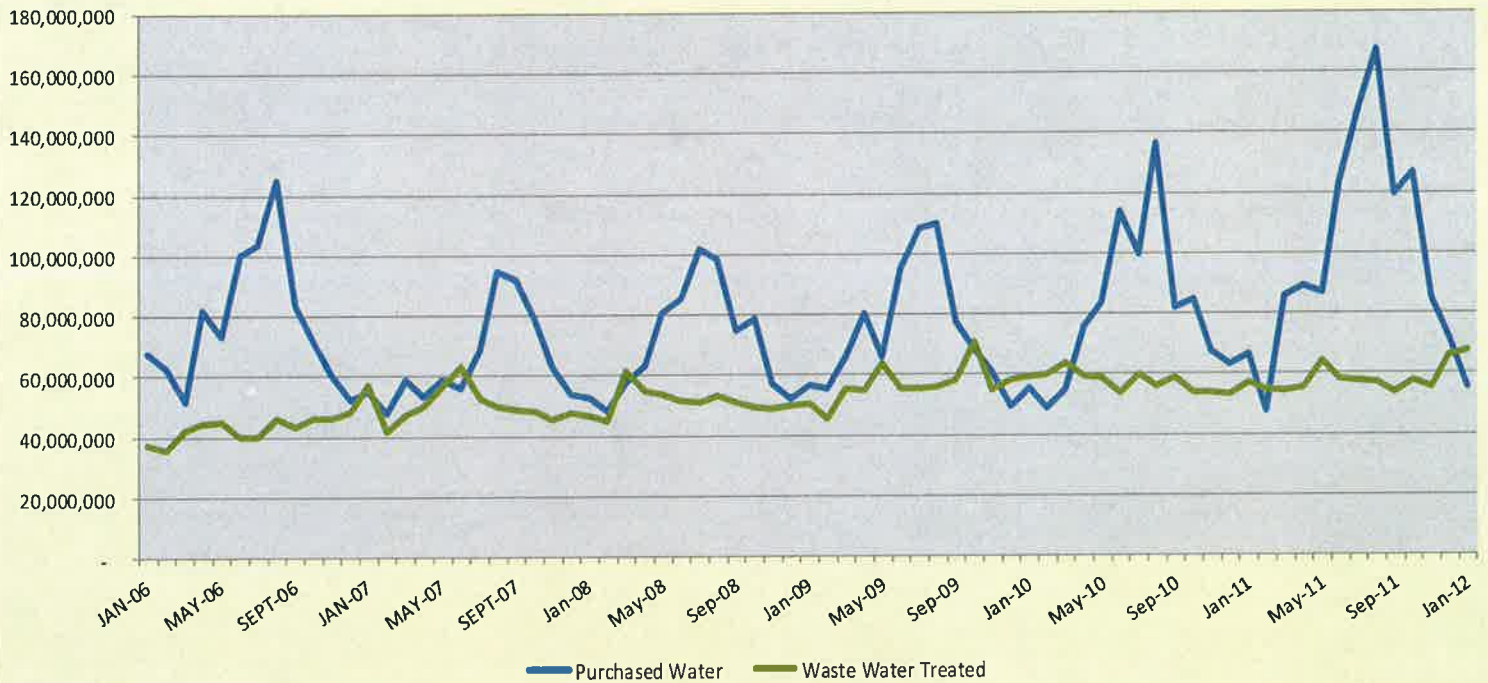




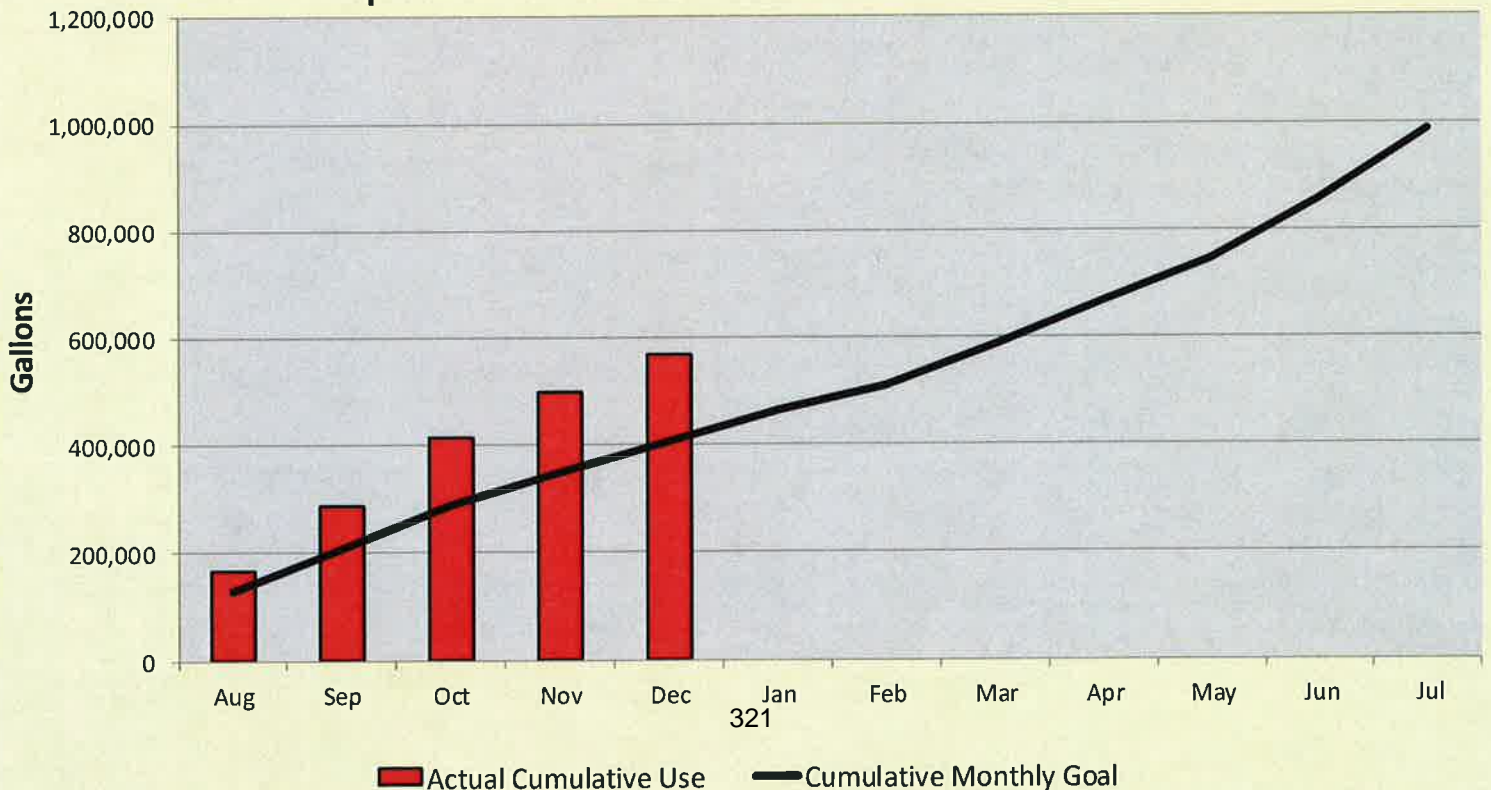


# WATER CONSERVATION STAGE 3 GOALS

**Town of Little Elm  
Comparison Purchase to WW Treated**



**Comparison of WY 2012 Water Use and Goal - Little Elm**



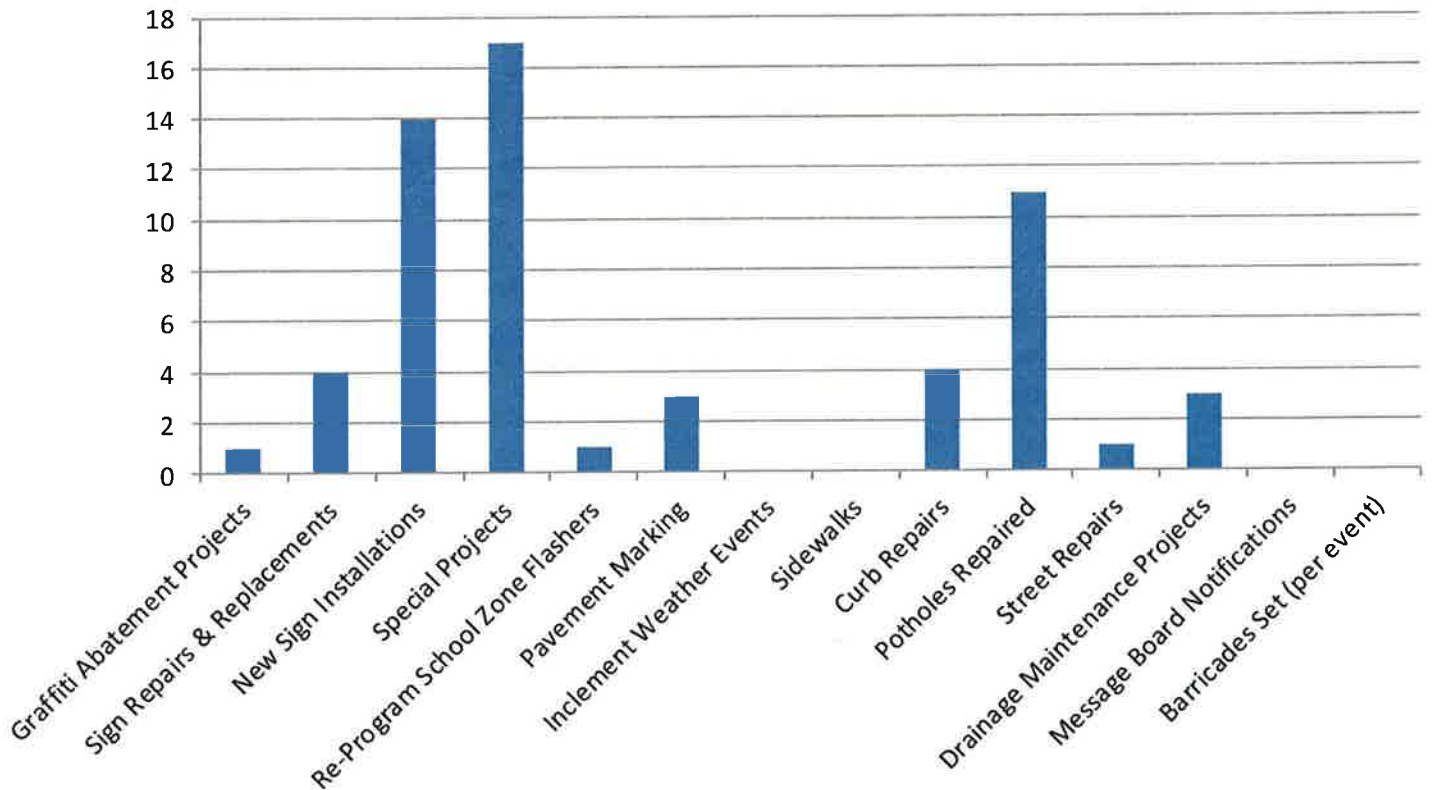


# WATER CONSERVATION STAGE 3 GOALS

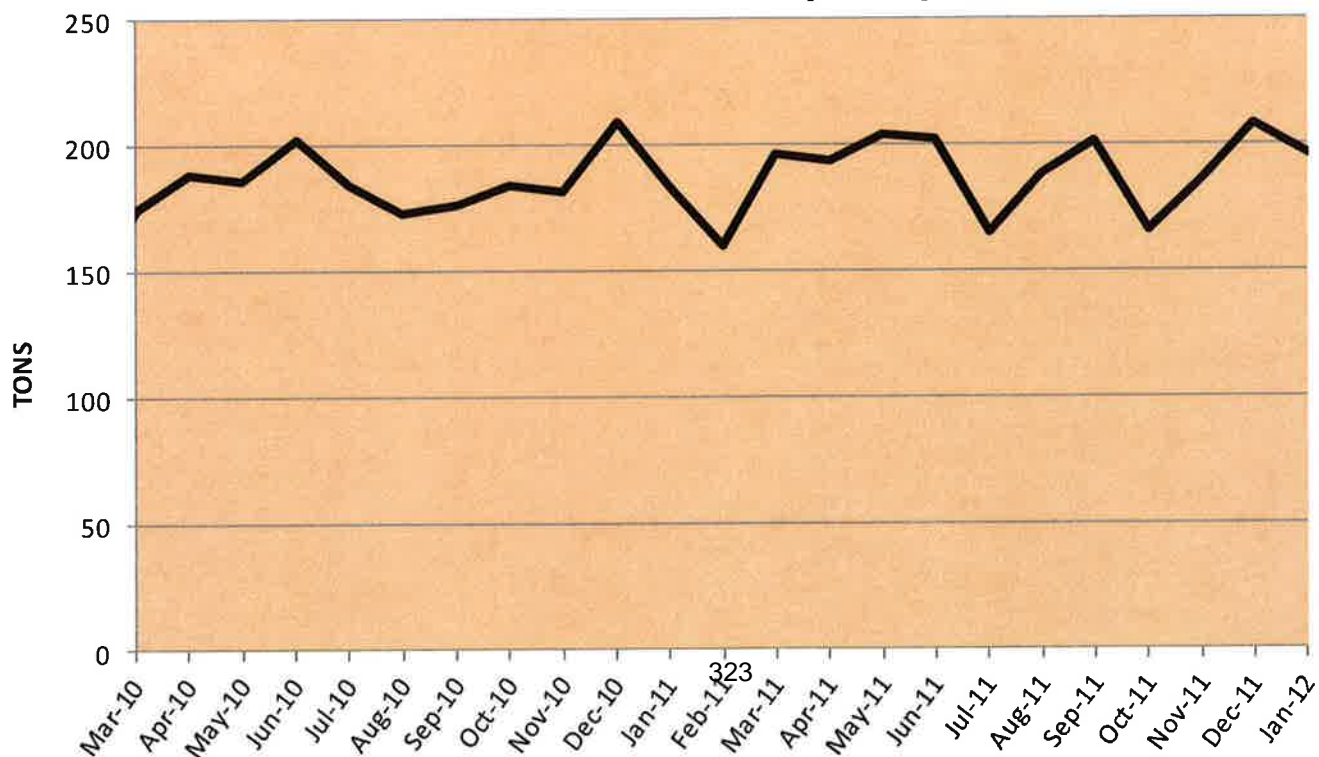
Month	Use in 1,000 Gallons								
	Actual Use in WY 2010- 11	Reduction for Goal	Goal for Month	WY 2011- 12 Year to Date Use Goal	Actual WY 2011-12 Use	Month Percent Over (Under) Goal	Actual WY 2011-12 Year to Date Use	Year to Date Amount Over (Under) Goal	Year to Date Per- cent Over (Under) Goal
Aug	136,391	5%	129,571	129,571	167,577	29.3%	167,577	38,006	29.3%
Sep	81,929	5%	77,833	207,404	119,436	53.5%	287,013	79,609	38.4%
Oct	84,605	5%	80,375	287,779	126,431	57.3%	413,444	125,665	43.7%
Nov	67,738	10%	60,964	348,743	84,663	38.9%	498,107	149,364	42.8%
Dec	63,120	10%	56,808	405,551	70,603	24.3%	568,710	163,159	40.2%
Jan	66,526	10%	59,873	465,424	55,746	-6.9%	624,456	159,032	34.2%
Feb	47,659	10%	42,893	508,317					
Mar	85,621	10%	77,059	585,376					
Apr	89,375	10%	80,438	665,814					
May	87,207	10%	78,486	744,300					
Jun	123,174	10%	110,857	855,157					
Jul	147,327	10%	132,594	987,751					

# STREETS & SOLID WASTE

## Work Orders Completed



## Residential Monthly Recycling





# ADMINISTRATION

## Items of Interest

### NTMWD CUSTOMER MEETING BRIEFING UPDATE

February 27, 2012

#### Stage 3 – NTMWD Assumptions

- From NTMWD Board – **NO STAGE 4 during 2012**
- Enhanced Stage 3 – to make determination on extending or reducing stage condition by May 31st
- Dallas – 50-60 mgd for up to 3 years
- Anticipated to commence in May 2012
- Dallas may deliver 18 mgd Lake Fork water
- Texoma – No Change in pumping status – Lacey Act prohibits the transmission of an injurious species.

#### Financial Impact – Based on O&M and Project List

Present FY 2012 - \$1.54 per 1,000  
Fiscal Year 2013 - \$1.89 per 1,000 23% increase  
Projected FY 2014 – \$2.19 per 1,000 15-16% increase  
Projected FY 2015 - \$2.30 per 1,000 10% Increase

Information will be sent to CM's by mid-summer.

#### Historical Lake Levels

Lake Lavon – Conservation Pool - 492.00

November 1, 2011 – 479.18 Start Stage 3  
December 1, 2011 – 478.88  
January 1, 2012 – 480.13  
January 26, 2012 – 483.52 (4-6 inches of rain)  
January 31, 2012 – 486.19  
February 15, 2012 – 487.20  
February 28, 2012 – 487.63

Feet to Full Conservation Pool 4.37 FT

Jim Chapman – Conservation Pool – 440.00

November 1, 2011 – 427.56 Start Stage 3  
December 1, 2011 – 426.79  
January 1, 2012 – 427.16  
January 26, 2012 – 429.96 (4-6 inches of rain)  
January 31, 2012 – 432.41  
February 15, 2012 – 432.64  
February 28, 2012 – 432.68

Feet to Full Conservation Pool 7.32 FT

Levels are provided by Texas Water Development Board



