

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

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

**WORKSHOP, PUBLIC HEARING AND REGULAR TOWN COUNCIL**

**Tuesday, May 15, 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  - A. Items to be withdrawn from Consent Agenda.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. Presentation of monthly updates from department heads concerning law enforcement activities, municipal court, customer service, emergency medical services, fire department response, fire prevention activities, emergency management, ongoing economic development projects, building permits, code enforcement activities, library activities, human resources updates, information technology report, revenue and expenditure report, street construction status, sanitation services, highway construction status, utility operations, parks and recreation activities, as well as facility and fleet updates
  - E. Council to highlight items on the agenda needing further discussion or comments prior to the regular session.
2. Presentations and Announcements:
3. Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.
4. Opening Prayer : Pastor Rodney Haynes –New Life Community Fellowship.
5. Pledge to the Flags: (Boy Scout Troop 285 to present colors and lead the pledges)
  - 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. Discussion and Action to approve Resolution No. 05151201 a Resolution of the Town Council of the Town of Little Elm, Texas canvassing the returns and declaring the results of the General/Special Election held in the Town of Little Elm on May 12, 2012, for the purpose of electing a Mayor for a three (3) year term; (1) Council member for Place 3 for a three (3) year term; (1) Council member to Place 4 for the remainder of an unexpired (3) three year term; and (1) Council member to Place 5 for a three (3) year term; and declaring a Runoff Election if needed; and finding other matters in connection with said elections as set forth herein; finding that all matters set forth herein are true and correct; providing for an effective date. (Town Attorney/Town Secretary) 6
7. Certificate of Election: issue Certificate of Election to newly elected Council member. (Mayor) 12
8. Statement of Elected Officer: newly elected officers will complete the Statement of Elected Officer and Oath of Officer. (Town Secretary) 13
9. Discussion and Action to adopt Ordinance No. 1102 an Ordinance of the Town of Little Elm, Texas ordering a Runoff Election to be held on June 23, 2012 for the purpose of electing a Mayor for a three (3) year term; one (1) Town Council member from Place 3 for a three (3) year term, one (1) Town Council member from Place 4 for the remainder of an unexpired three (3) year term; and one (1) Town Council member from Place 5 for a three (3) year term; providing for the appointment of election officers; providing for the designation of the places and matter of holding said election; providing for the designation of the Early Voting polling places; providing for the designation of the Early Voting clerk; providing for the posting and publication of notice; providing a severability clause and conflicts clause; and providing for an immediate effective date. (Town Attorney/Town Secretary) 15
10. 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.
11. 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 May 1, 2012 Workshop and Regular Meeting. (Town Secretary)	22
B. Re-appoint Steven Petrasic to the Parks and Recreation Board term expiring June 3, 2014. Re-appoint Gerard Beliveau, Brandon Gerard and Charlet Cornelious to the Community Development Corporation terms expiring June 1, 2014. (Parks Director)	26
C. Resolution No. 05151202 a Resolution of the Town of Little Elm, Texas denying Atmos Energy Corp., Mid-Tex Division's ("Atmos Mid-Tex") requested rate change, requiring the Company to reimburse the Town's reasonable ratemaking expenses; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and ACSC's Legal Counsel. (Finance Director)	27
D. Resolution No. 05151203 a Resolution authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation. (Finance Director)	31
E. Approve Task Order for testing on the FM 423 North-Water and Sewer Line Relocations-Phase 1 Improvements between the Town of Little Elm and D&S Engineering Lab, PLLC for the estimated amount of \$5,765.00 and authorize the Town Manager to execute a contract for the same. (Director of Development Services)	34
12. Reports and requests for Town Council consideration and appropriate action:	
A. Discussion and Action to re-appoint Patricia Adams as Municipal Court Judge for the Town of Little Elm for a two (2) year term. (Town Manager)	39
B. Discussion and Action to adopt Ordinance No. 1098 an Ordinance of the Town of Little Elm Texas, adopting a Cross Connection Control Policy to require the installation of backflow prevention assemblies where deemed appropriate and necessary; for the institution of penalties and/or the disconnection of water service for noncompliance with the provisions of the Cross Connection Control Policy; providing for the repeal of confliction ordinances; providing a saving and a severability clause; and providing for an effective date. (Public Works Director)	40
C. Public Hearing and Presentation by Freeze & Nichols to educate council and public on the mitigation planning process and to invite opportunities for public input in the Planning Process. This meeting is open to the public and will also serve as a forum for the public to voice their opinions and concerns about the Hazardous Mitigation Action Plan (HMAP). (Please full out form on table outside chambers doors and present to the Town	83

Secretary prior to the meeting, if desire to speak). (Director of Development Services)

1. Staff Report and Presentation.
  2. Open Public Hearing.
  3. Receive Public Comments.
  4. Close Public Hearing.
- 
- D. Discussion and Action to approve the Construction Manager at Risk contract and Guaranteed Maximum Price Amendment #1 for the Town's Animal Shelter in the amount of \$1,070,000 and Amendment #2 for the Water Utility Billing and Town Hall Reconfiguration in the amount of \$325,000 between the Town of Little Elm and Starling Richardson and authorize the Town Manager to execute a contract for the same. (Director of Development Services) 98
  - E. Discussion and Action to award Construction Contract for FM 423 North – Water and Sewer Line Relocations-Phase 1 Improvements in the amount of \$463,999.00 to Pittard Construction Company of Allen, Texas and authorize the Town Manager to execute a contract for the same. (Director of Development Services) 115
  - F. Discussion and Action to authorize a reduced final payment of \$19,491.28 to ET Water Services of Bowie, Texas to close out the Town's Cottonwood Irrigation Well Construction Contract, and authorize the Town Manager to execute the same. (Director of Development Services) 121
  - G. Discussion and Action to approve Conceptual Site Plan for PDS building parking expansion located at the northeast corner of Eldorado Parkway and Clark Street. (Planning Manager) 125
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13. FYI: (All matters are provided to the Town Council for informational purposes only)
    - A. Town Secretary Monthly Report for April 2012. 130
    - B. Development Services Monthly Report for April 2012. 131
    - C. Public Works Monthly Report for May 2012. 142
  14. Adjourn Work Shop and Regular Meeting.

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

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

Respectfully,

Town Secretary

**This is to certify that the above notice was posted on the bulletin board at the Town Hall Center this 11th day of May 2012.**

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**TOWN OF LITTLE ELM  
INFORMATION SHEET:**

**COUNCIL MEETING**

**DATE:** May 15, 2012

**PURPOSE:** **Canvassing the Returns of General/Special Election held on May 12, 2012.**

**DESCRIPTION:** A Resolution of the Town Council of Little Elm, Texas canvassing the returns and declaring the results of the General/Special Election held in the Town of Little Elm on May 12, 2012 for the purpose of electing a Mayor for a three (3) year term, one (1) Council member for Place 3 for a three (3) year term, one (1) Council member for Place 4 for the remainder of an unexpired three (3) year term, and one (1) Council member for Place 5 for a three (3) year term; making other declarations and finding other matters in connection with said election said forth herein; finding that all matters set for the herein are true and correct; providing for an effective date.

**FISCAL IMPACT:** N/A

**SCHEDULE:** May 15, 2012

**RECOMMENDED**

**ACTION:** Approval of Resolution No. 05151201

**ATTACHMENTS:** **Copy of Resolution No. 05151201**

**TOWN CONTACT:** Kathy Phillips 214-975-0404

**TOWN OF LITTLE ELM, TEXAS**

**RESOLUTION NO. 05151201**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS CANVASSING THE RETURNS AND DECLARING THE RESULTS OF: (I) GENERAL/SPECIAL ELECTION HELD IN THE TOWN OF LITTLE ELM ON MAY 12, 2012, FOR THE PURPOSE OF ELECTING A MAYOR FOR A THREE (3) YEAR TERM, (1) COUNCIL MEMBER FOR PLACE 3 FOR A THREE (3) YEAR TERM, (1) COUNCIL MEMBER FOR PLACE 4 FOR THE REMAINDER OF AN UNEXPIRED (3) YEAR TERM; AND ONE (1) COUNCIL MEMBER FOR PLACE 5 FOR A THREE (3) YEAR TERM, AND DECLARING A RUNOFF ELECTION IF NEEDED; AND FINDING OTHER MATTERS IN CONNECTION WITH THE SAID ELECTIONS AS SET FORTH HEREIN; FINDING THAT ALL MATTERS SET FORTH HEREIN ARE TRUE AND CORRECT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, there was heretofore ordered and called for the Town of Little Elm, Texas (the "Town") (i) a General/Special Election to be held on May 12, 2012 for the purpose of electing a Mayor for a three (3) term, one (1) Council Member for Place 3 for a three (3) year term, one (1) Council Member for Place 4 for the remainder of an unexpired three (3) year term, and one (1) Council member for Place 5 for a three (3) year term

**WHEREAS**, the appropriate authority of the Town caused to be posted and published, in accordance with applicable laws, notices for the Election; and

**WHEREAS**, the Elections were duly and legally held on May 12, 2012 in the Town and in conformity with the Town Charter and the election laws of the State, and the results of the Elections, including early voting results, have been delivered by the presiding election judge in accordance with law and have been delivered to the Town Council as the canvassing authority in accordance with law; and

**WHEREAS**, The Town Council hereby canvasses the returns of the Election set forth herein and in accordance with law and takes such other actions regarding the results of the said Elections as set forth herein.

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

**Section 1. Canvass of General Election.**

A. The returns of the General/Special Election, including the returns of early voting ballots, duly and legally made, showed that there were for the general election of officers held on May 12, 2012 the following votes:

**Mayor, At Large (Three Year Term)**

<u>Name of Candidate</u>	<u>Total Number of Early Voting Votes</u>	<u>Total Number of Votes on May 12, 2012</u>	<u>Total Number of Votes</u>
<u>John Gowling</u>			
<u>Charles Platt</u>			
<u>David Hillock</u>			

**Council Member, Place 3 (Three Year Term)**

<u>Name of Candidate</u>	<u>Total Number of Early Voting Votes</u>	<u>Total Number of Votes on May 12, 2012</u>	<u>Total Number of Votes</u>
<u>Jason Olson</u>			
<u>Curtis J. Cornelious</u>			
<u>Dickie J. Mills</u>			

**Council Member, Place 4 (Remainder of an unexpired Three Year Term)**

<u>Name of Candidate</u>	<u>Total Number of Early Voting Votes</u>	<u>Total Number of Votes on May 12, 2012</u>	<u>Total Number of Votes</u>
<u>Jim Manning</u>			
<u>Robert Burke</u>			
<u>Chip Norman</u>			

**Council Member, Place 5 (Three Year Term)**

<u>Name of Candidate</u>	<u>Total Number of Early Voting Votes</u>	<u>Total Number of Votes on May 12, 2012</u>	<u>Total Number of Votes</u>
<u>Katie Gipson</u>			
<u>DeLeon English</u>			
<u>LeAnne Harding</u>			
<u>Lloyd L. "Renn" Leach</u>			
<u>Dan Jaworski</u>			
<u>David Taylor</u>			

B. As provided by subsection A. of Section 11.07 of the Town Charter and in accordance with Article 11, Section 11 of the Texas Constitution, candidates for said Mayor and Council Member, Place 3, and for Council Member, Place 4 (for the remainder of an unexpired three (3) year term), and for Council Member, Place 5 who receive a majority of all votes cast for each of the respective offices shall be declared elected. Further, as provided by Section 11.07 of the Town Charter, should a candidate for office fail to receive a majority of all votes cast for that office, then a runoff election for that office shall be conducted.

**[The appropriate sections shall be completed as dictated by the May 12<sup>th</sup> election results]**

**Mayor**

In accordance therewith: \_\_\_\_\_, having received a majority of all votes cast in the General/Special Election for the office of Mayor, is hereby declared elected to the office of Mayor (three year term);

**OR**

In accordance therewith: \_\_\_\_\_ and \_\_\_\_\_, having received the most votes for the office of Mayor, and neither candidate having received a majority of the votes cast for the office of Mayor at the May 12, 2012, general/special election, shall be candidates for a runoff election, which runoff election shall determine the office of Mayor (three year term).

**Council Member Place 3**

In accordance therewith: \_\_\_\_\_, having received a majority of all votes cast in the General/Special Election for the office of Council Member, Place 3, is hereby declared elected to the office of Council Member, Place 3 (three year term);

OR

In accordance therewith: \_\_\_\_\_ and \_\_\_\_\_, having received the most votes for the office of Council Member for Place 3, and neither candidate having received a majority of the votes cast for the office of Council Member for Place 3 at the May 12, 2012, general/special election, shall be candidates for a runoff election, which runoff election shall determine the office of Council Member, Place 3 (three year term).

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

In accordance therewith: \_\_\_\_\_, having received a majority of all votes cast in the General/Special Election for the office of Council Member, Place 4, is hereby declared elected to the office of Council Member, Place 4 (for remainder of an unexpired three year term).

OR

In accordance therewith: \_\_\_\_\_ and \_\_\_\_\_, having received the most votes for the office of Council Member for Place 4, and neither candidate having received a majority of the votes cast for the office of Council Member for Place 4 at the May 12, 2012, general/special election, shall be candidates for a runoff election, which runoff election shall determine the office of Council Member, Place 4 (for the remainder of an unexpired three year term).

**Council Member Place 5**

In accordance therewith: \_\_\_\_\_, having received a majority of all votes cast in the General/Special Election for the office of Council Member, Place 5, is hereby declared elected to the office of Council Member, Place 5 (three year term);

OR

In accordance therewith: \_\_\_\_\_ and \_\_\_\_\_, having received the most votes for the office of Council Member for Place 5, and neither candidate having received a majority of the votes cast for the office of Council Member for Place 5 at the May 12, 2012, general/special election, shall be candidates for a runoff election, which runoff election shall determine the office of Council Member, Place 5 (three year term).

**Section 4. Matters True and Correct.** All of the matters set forth herein, including the matters set forth in the recitals to this Resolution, are all true and correct and made a part of this Resolution.

**Section 5. Effective Date.** This Resolution shall take effect immediately and be in full force and effect upon adoption.

**PASSED AND APPROVED** by the Town Council of the Town of Little Elm, Texas  
this \_\_\_\_\_ day \_\_\_\_\_ 2012.

\_\_\_\_\_  
Mayor Town of Little Elm

ATTEST:

\_\_\_\_\_  
Town Secretary Town of Little Elm



**In the name and by the authority of  
The State of Texas**

**THIS IS TO CERTIFY, that at a General/Special Election held on  
May 12, 2012**

**(NAME)**

**was duly elected**

**(POSITION)**

**In testimony whereof, I have hereunto  
signed my name and caused the Seal of  
the Town of Little Elm to be affixed at  
the Town of Little Elm, this 15<sup>th</sup> of  
May 2012.**

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**Signature of Presiding Officer of the Town of Little Elm**

**Submit to:**  
**SECRETARY OF STATE**  
**Government Filings Section**  
**P O Box 12887**  
**Austin, TX 78711-2887**  
**512-463-6334**  
**512-463-5569 - Fax**  
**Filing Fee: None**



**STATEMENT OF OFFICER**

**Statement**

I, \_\_\_\_\_, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: \_\_\_\_\_

City and/or County: \_\_\_\_\_

**Execution**

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

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

\_\_\_\_\_  
Signature of Officer

Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, \_\_\_\_\_, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of \_\_\_\_\_ of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

\_\_\_\_\_  
Signature of Officer

.....  
State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

Sworn to and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(seal)

\_\_\_\_\_  
Signature of Notary Public or Other Officer  
Administering Oath

\_\_\_\_\_  
Printed or Typed Name



**LITTLE ELM**

## **TOWN OF LITTLE ELM**

### **AGENDA INFORMATION SHEET:**

**COUNCIL MEETING DATE: May 15, 2012**

**PROJECT: June 23, 2012 Run-Off Election**

**DESCRIPTION:** An ordinance ordering a Run-Off Election to be held Saturday June 23, 2012 for the following purposes: elect a Mayor for a three (3) year term; elect (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 unexpired three (3) year term; providing for election of officers; designating the place and manner of holding said election; designating the early voting polling place; designating the early voting clerk; providing for the posting and publication of notice.

**COST:** Approx. \$6,000.00

**FUNDING:** 112-6717-06- Election expenses

**SCHEDULE:** For June 23, 2012 Run-off Election

**RECOMMENDED ACTION:** Approval of Ordinance No. 1102

**ATTACHMENT:** Copy of Ordinance No. 1102

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

**TOWN OF LITTLE ELM, TEXAS**

**ORDINANCE NO. 1102**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, ORDERING A RUNOFF ELECTION TO BE HELD ON JUNE 23, 2012, FOR THE PURPOSE OF ELECTING A MAYOR FOR A THREE (3) YEAR TERM, ONE (1) TOWN COUNCIL MEMBER FROM PLACE 3 FOR A THREE (3) YEAR TERM, ONE (1) COUNCIL MEMBER TO PLACE 4 FOR THE REMAINDER OF AN UNEXPIRED (3) THREE YEAR TERM, AND ONE (1) TOWN COUNCIL MEMBER FROM PLACE 5 FOR A THREE (3) YEAR TERM; PROVIDING FOR THE APPOINTMENT OF ELECTION OFFICERS; PROVIDING FOR THE DESIGNATION OF THE PLACES AND MANNER OF HOLDING SAID ELECTION; PROVIDING FOR THE DESIGNATION OF THE EARLY VOTING POLLING PLACES; PROVIDING FOR THE DESIGNATION OF THE EARLY VOTING CLERK; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING A SEVERABILITY AND CONFLICTS CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

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

**WHEREAS**, the Town held its general election on May 12, 2012, and the Town canvassed the May 12, 2012 election results on May 15, 2012, and determined that no candidate received a majority vote for the office of Mayor, no candidate received majority vote for the office of Council Member for Place 3, and no candidate received a majority voters for the office of Council Member Place 4 and no candidate received a majority vote for the office of Council Member for Place 5; and

**WHEREAS**, Section 11.07(B) of the Home Rule Charter of the Town of Little Elm, Texas (“Charter”), provides that in the event a candidate for office fails to receive a majority of all votes cast for that office, that a runoff election for that office shall be conducted; and

**WHEREAS**, Section 2.023 of the Code provides that the runoff candidates for the office of Town Council Member shall be the candidates who receive the highest and second highest number of votes; and

**WHEREAS**, [REDACTED] and [REDACTED] received the most votes for the office of Mayor, and neither candidate received a majority of the votes cast for the office of Mayor at the May 12, 2012, general/special election; and

**WHEREAS,** [REDACTED] and [REDACTED] received the most votes for the office of Council Member for Place 3, and neither candidate received a majority of the votes cast for the office of Council Member for Place 3 at the May 12, 2012, general/special election; and

**WHEREAS,** [REDACTED] and [REDACTED] received the most votes for the office of Council Member for Place 4, and neither candidate received a majority of the votes cast for the office of Council Member for Place 4 at the May 12, 2012, general/special election; and

**WHEREAS,** [REDACTED] and [REDACTED] received the most votes for the office of Council Member for Place 5, and neither candidate received a majority of the votes cast for the office of Council Member for Place 5 at the May 12, 2012, general/special election; and

**WHEREAS,** Section 11.07(C) of the Charter requires that in the event that a runoff election is required, that the Town Council order a runoff election not later than the fifth (5) day after the date of counting the returns to be held consistent with the Code; and

**WHEREAS,** Section 2.025 of the Code requires any runoff election to be held twenty (20) to forty-five (45) days after the canvassing of election results; and

**WHEREAS,** the Town has entered into a Joint Election Agreement and Contract for Election Services ("Election Services Agreement") with the Denton County Elections Administrator ("Elections Administrator") for conducting the runoff election within the Town, which Election Services Agreement provides, among other things, that the Elections Administrator will conduct the runoff election for the Town; will appoint election judges, clerks, and other election personnel; will provide voting supplies and equipment; will conduct early voting; will count and provide election returns; and will designate early voting polling sites and Runoff Election Day voting sites for the Town; and

**WHEREAS,** the Elections Administrator has determined that June 23, 2012, shall be the runoff election date.

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

**Section 1.     Findings.**

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

**Section 2.     Runoff Election Order; Runoff Election Date; Purpose of Runoff Election.**

A runoff election of the Town shall be held on June 23, 2012, between the hours of 7:00 a.m. and 7:00 p.m., at those Runoff Election Day voting sites as determined by the Elections Administrator, for the following purposes:

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

**Section 3. Voting System, Ballot Propositions.**

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

**RUNOFF ELECTION  
Town of Little Elm, Texas  
June 23, 2012**

**OFFICIAL BALLOT**

**Mayor**

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**Council Member for Place 3**

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

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## **Council Member for Place 5**

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### **Section 4. Election Precincts; Polling Places.**

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

### **Section 5. Appointment of a Presiding Election Judge, and Alternate Presiding Election Judge; Notice of Appointment.**

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

### **Section 6. Early Voting; Early Voting Polling Place(s).**

Early voting shall commence in the 1<sup>st</sup> Floor Lobby of Town Hall on June 11, 2012 (as well as at any other polling site(s) determined by the Elections Administrator pursuant to the Election Services Agreement), and shall close on June 19, 2012. During the lawful early voting by personal appearance period (June 11, 2012, through June 19, 2012), the Town Secretary (or designated personnel of the Elections Administrator) shall keep such place(s) for early voting open for early voting from 8:00 a.m. until 5:00 p.m. from June 11, 2012, through June 16, 2012, and from 7:00 a.m. until 7:00 p.m. from June 18, 2012, through June 19, 2012. The early voting by personal appearance schedule is as follows:

June 11-16	8:00 a.m. to 5:00 p.m.
June 17	CLOSED
June 18-19	7:00 a.m. to 7:00 p.m.

### **Section 7. Election Compliance.**

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

### **Section 9. Voting Qualification; Voting Materials.**

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

**Section 10. Compensation for Services.**

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

**Section 11. Notices.**

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

- (a) Publishing the notice of the runoff election at least once, not more than thirty (30) days nor less than ten (10) days before the runoff election in the official newspaper of the Town, or between May 24, 2011 and June 13, 2012;
- (b) Filing with the Town Secretary, a copy of the notice of the runoff election;
- (c) Posting a copy of the notice on the bulletin board used for posting notices of the meetings of the Town Council at least fifteen (15) days before the runoff election, by June 8, 2012; and
- (d) Delivering notice of the runoff election to the Denton County clerk as provided in the Code, as amended.

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

**Section 12. Severability Clause; Conflicts with Election Services Agreement.**

If any word, section, article, phrase, paragraph, sentence, clause, or portion of this ordinance or application thereto to any person or circumstance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this ordinance; and the Town Council hereby declares it would have passed such remaining portions of this ordinance despite such invalidity which remaining portions shall remain in full force and effect. Additionally, it is the intent of the Town Council in adopting this ordinance to fully comply with the terms of the Election Services Agreement. Should any conflict arise between any term of this ordinance and the Town's obligations under the Election Services Agreement, it is the express intent of the Town Council that the terms of the Election Services Agreement should control and govern the administration of the general and special election addressed in this ordinance.

**Section 13. Effective Date.**

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

**PASSED AND APPROVED** by the Town Council of the Town of Little Elm, Texas this the \_\_\_\_ day of May, 2012.

\_\_\_\_\_  
Charles Platt, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Phillips, Town Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert F. Brown, Town Attorney

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

**WORKSHOP AND REGULAR TOWN COUNCIL MEETING**  
**Tuesday May 1, 2012**

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

1. **Call to Order Council Work Shop at 6:02 p.m.**

- a. Items to be withdrawn from Consent Agenda. **NONE**
- b. Emergency Items if posted. **NONE**
- c. Request by the Town Council for items to be placed on the next regular council agenda for discussion, and recognition of excused absences. **NONE**
- d. Presentation of monthly updates from department heads: **Development Services Director** Jason Laumer reported to council on building permits, that the street study was in progress, the hazard mitigation plan would be on the next council meeting as public hearing to hear public comments. The animal shelter was temporarily relocated to the Hardwick location, community/recreation center on track; staff has begun moving items into the Senior Center. Little Elm Park construction looking good. Hoping to have the drive open by May 19<sup>th</sup>. Signage boards up and running; working out the kinks here and there. McCord Park discussion in progress. The GIS department is working on loading infrastructure and web site information. **Public Works Director** Kevin Mattingly informed council that he would present the Cross Connection Ordinance on the next agenda for council consideration. The Special Collections Day is May 12<sup>th</sup>; items being collected include household hazardous waste, ewaste and document shredding. No bulk and brush will be accepted. He stated he wanted to brag on the town, police department and public works staff on getting the medicine drop box located at Little Elm Pharmacy. Little Elm is one of six drop off locations in the state. Also that on the May 24<sup>th</sup> North Texas Municipal Water District Board of Director's agenda would be an item to relax water restrictions back to Stage 2 watering (twice a week) for the months of June, July, August, and September. **Police Chief** Waylan Rhodes gave council an update on the incident that occurred at the Little Elm High School. Reminded the council of the Grand Opening of the Public Safety Center on Saturday May 5<sup>th</sup> from 1:30 to 4:30 p.m. Both the fire department and police department are very proud of their new facility and want to show it to the council and the residents. The police department would be conducting an investigation on a prior accident scene

on Wednesday May 2 from 10:00 am to 1:00 pm on FM 423. Both north and south bounds lanes would be closed during the time from Little Elm Parkway to 4-corners.

- e. Council to highlight items on the agenda needing further discussion or comments prior to the regular session. **NONE**

2. **Presentations and Announcements:**

- a. Recognition: Chief Rhodes recognized Captain Leslie Smith who on March 30<sup>th</sup> graduated from the 48<sup>th</sup> Management College at the Institute of Law Enforcement Administration. This intensive, eight week program is designed to prepare law enforcement managers for leadership in the complex world of public service, and he was happy to report that Captain Smith distinguished herself over the course of this rigorous program. Her overall final academic average was a commendable 95.5. In addition to her academic accomplishments she represented Little Elm in a truly professional fashion.
- b. Proclamation: Mayor Pro-tem Cornelious read and presented Chief Rhodes a proclamation proclaiming May 25, 2012 as National Missing Children's Day as part of Little Elm, Texas' continuing efforts to prevent the abduction and sexual exploitation of children. Requested by the Texas Regional Office, National Center for Missing and Exploited Children.

3. Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop **at 6:22 p.m.**

4. **Opening Prayer:** Rev. Zeke Trezevant-New Life Community 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 Gerard the members **voted 4-0** to approve the Consent Agenda as presented:

- a. **Minutes** of the April 17, 2012 Workshop and Regular Meeting.
- b. **Final Plat** Frisco Hills, Phase 3A from Petitt Barraza, LLC, generally located south of Doe Creek and west of FM 423, in the ETJ.
- c. **Authorize** final payment of \$74,547.15 to Site Planning Site Development, Inc. (S.P.S.D.) of Arlington, Texas to close out the Town's Eldorado Parkway Streetscape and Gateways Phase 1 Construction Contract, and authorize the Town Manager to execute the same.

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

- a. Upon motion by Council member Gerard and second by Council member Shoemaker the members **voted 4-0** to adopt Ordinance No. 1103 an Ordinance authorizing the issuance of “Town of Little Elm, Texas, Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2012”, providing for the payment of said certificate of obligation by the levy of an ad valorem tax upon all taxable property within the Town and a limited pledge of the net revenues derived from the operation of the Town’s Waterworks and Sewer System; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said certificates; including the approval and execution of a Paying Agent/Registrar Agreement; the approval and distribution of a Preliminary Official Statement and Official Statement; and providing an effective date.
- b. Upon motion by Council member Roebken and second by Council member Shoemaker the members **voted 4-0** to adopt Ordinance No.1100 an Ordinance of the Town Council of the Town of Little Elm, Texas, amending Chapter 98, “Traffic and Vehicles,” of the Code of Ordinances of the Town of Little Elm by adding a new Article VIII, “operations of golf carts on public streets”; establishing definitions; establishing regulations for the operation of golf carts on public street; establishing exceptions; establishing a penalty; providing for a repeal of conflicting ordinances; providing a savings and a severability clause; providing for an effective date.
- c. Upon motion by Council member Gerard and second by Council member Roebken the members **voted 4-0** to adopt Ordinance No. 1101 an Ordinance of the Town Council of the Town of Little Elm, Texas, amending the Code of Ordinances of the Town of Little Elm, Texas, by adopting Section 70-4 relating to Urinating or Defecating in Public; providing a definition; providing for the repeal of conflicting ordinances; providing a severability clause; providing for an effective date.
- d. Upon motion by Council member Roebken and second by Council member Gerard the members **voted 4-0** to approve Surplus Right of Way Agreement between the developer, Rosebriar Little Elm, L.P., and the Town of Little Elm and authorize the Town Manager to execute for the same.
- e. Upon motion by Council member Roebken and second by Council member Shoemaker the members **voted 4-0** to approve an Engineering Task Order for the Surplus Right of Way services between the Town of Little Elm and Freese & Nichols for the amount of \$6,000.00 and authorize the Town Manager to execute a contract for the same.

- f. Upon motion by Council member Gerard and second by Council member Shoemaker the members **voted 4-0** to approve a Work Order to submit for a Farmer's Market Grant to USDA between the Town of Little Elm and Blais & Associates for an amount not to exceed \$4,953 and authorize the Town Manager to execute a work order for the same.
9. The Town Council held a Closed (executive) session meeting **at 6:52 p.m.** pursuant to Chapter 551, Texas Government Code, Vernon's Texas Code Annotated, in accordance with the authority contained in:

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

(1) Tri-Dal, LTD v Town of Little Elm.

10. Reconvened into Open Session **at 7:18 p.m.** Discussion and consideration to take any action necessary as the result of the closed (executive) session.

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

(1) Tri-Dal, LTD v Town of Little Elm.

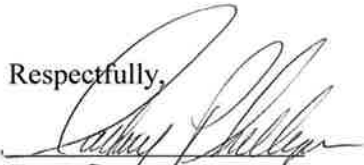
Upon motion by Council member Gerard and second by Council member Roebken the members **voted 4-0** to approve the mediated settlement agreement between the Town of Little Elm and Tri Dal, as reflected in the Rule 11 Settlement Agreement dated April 30, 2012, and to authorize the Town Manager to execute all necessary paperwork to accomplish the settlement.

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

a. Thank You from Steve Garst.

12. Adjourned Work Shop and Regular Meeting **at 7:19 p.m.**

Respectfully,



Town Secretary

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

**TOWN OF LITTLE ELM  
INFORMATION SHEET:**

**COUNCIL MEETING**

**DATE:** May 15, 2012

**PURPOSE:** **Re-appointment of member(s) to the Parks and Recreation Board and the Community Development Corporation.**

**DESCRIPTION:** Parks and Recreation board member Steven Petrasic term expires June 3, 2012. He has expressed his desire to be re-appointed to the board.

Community Development Corporation members Gerard Beliveau, Brandon Gerard and Charlet Cornelious terms expire June 1, 2012 all have expressed their desire to be re-appointed.

The terms for all re-appointments is for two (2) year terms expiring in June 2014.

Staff and the respective boards recommend to Council the re-appointment of the members to their respective boards.

**FISCAL IMPACT:** N/A

**SCHEDULE:** Re-appoint members at the May 15, 2012 council meeting.

**RECOMMENDED**

**ACTION:** **Approve re-appointment of Steven Petrasic to the Parks and Recreation Board with term expiring June 3, 2014.**

**Approve re-appointment of Gerard Beliveau, Brandon Gerard and Charlet Cornelious to the Community Development Corporation with terms expiring June 1, 2014.**

**ATTACHMENTS:** None

**TOWN CONTACT:** Tony Chrisman 972-377-5564

**TOWN OF LITTLE ELM**  
**AGENDA INFORMATION SHEET: (Consent)**



**COUNCIL**  
**MEETING DATE:** May 15, 2012

**PROJECT:** Approve Resolution No. 05151202 denying Atmos Energy Corporation, Mid-Tex Division's requested rate change; requiring the Company to reimburse the Town's reasonable ratemaking 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.

**BACKGROUND:** The Atmos Steering Committee (ASCS) has not reached a settlement with Atmos Energy. This resolution prevents Atmos' proposed rate increase from automatically going into effect on the June 11. Atmos desires to reach a settlement and this resolution permits further settlement discussions. Should a settlement be reached the Town will have to come back with an Ordinance setting new rates pursuant to the settlement.

**FISCAL IMPACT:** Atmos Mid-Tex filed a Statement of Intent on January 31, 2012, seeking to increase system-wide base rates (which exclude the cost of gas) by approximately \$49 million or 11.94% with an effective date of June 11, 2012 (as amended). However, the Company is requesting an increase of 13.6%, excluding gas costs, for its residential customers. Additionally, the application would change the way that rates are collected, by increasing the residential fixed-monthly (or customer) charge from \$7.50 to \$18.00 and decreasing the consumption charge from \$0.25 per 100 cubic feet ("ccf") to \$0.07 per ccf.

The Steering Committee is recommending lowering the Company's revenue requirement from \$49 million to \$30 million; and, capping residential customer charges at \$9, instead of \$18.

**RECOMMENDED ACTION:** Staff recommends approval of Resolution No. 05151202 denying Atmos Energy Corporation's requested rate change....

**ATTACHMENTS:** Resolution

**TOWN CONTACTS:** Alan Dickerson, 214-975-0415, [adickerson@littleelm.org](mailto:adickerson@littleelm.org)

**RESOLUTION NO. 05151202**

**RESOLUTION OF THE TOWN OF LITTLE ELM  
DENYING ATMOS ENERGY CORP., MID-TEX  
DIVISION'S ("ATMOS MID-TEX") REQUESTED RATE  
CHANGE; REQUIRING THE COMPANY TO REIMBURSE  
THE TOWN'S REASONABLE RATEMAKING EXPENSES;  
FINDING THAT THE MEETING AT WHICH THIS  
RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS  
REQUIRED BY LAW; REQUIRING NOTICE OF THIS  
RESOLUTION TO THE COMPANY AND ACSC'S LEGAL  
COUNSEL**

WHEREAS, the Town of Little Elm, Texas ("Town") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and is a regulatory authority under the Gas Utility Regulatory Act ("GURA") and under Chapter 104, §104.001 et seq. of GURA, has exclusive original jurisdiction over Atmos Mid-Tex's rates, operations, and services within the Town; and

WHEREAS, the Town is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of over 150 similarly situated cities served by the Company that have joined together to facilitate the review and response to natural gas issues affecting rates charged in the Atmos Mid-Tex Division; and

WHEREAS, pursuant to the terms of the agreement settling the Company's 2007 Statement of Intent to increase rates, ACSC and the Company worked collectively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process controlled in a three-year experiment by ACSC as a substitute to the current GRIP process instituted by the Legislature; and

WHEREAS, ACSC and the Company agreed to extend the RRM process in reaching a settlement in 2010 on the third RRM filing; and

WHEREAS, in 2011, ACSC and the Company engaged in good faith negotiations regarding the continuation of the RRM process, but were unable to come to ultimate agreement; and

WHEREAS, on or about January 31, 2012, the Company filed a Statement of Intent with the cities retaining original jurisdiction within its Mid-Tex service division to increase rates by approximately \$49 million; and

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

WHEREAS, the Town suspended the effective date of Atmos Mid-Tex's proposed rate increase for the maximum period allowed by law and thus extended the Town's jurisdiction until June 4, 2012; and

WHEREAS, on April 25, 2012, the Company extended the effective date for its proposed rates by one week, which similarly extended the Town's jurisdiction until June 11, 2012; and

WHEREAS, the ACSC Executive Committee hired and directed legal counsel and consultants to prepare a common response to the Company's requested rate increase and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, ACSC's consultants conducted a review of the Company's requested rate increase and found justification that the Company's rates should be decreased; and

WHEREAS, ACSC and the Company have engaged in settlement discussions but will be unable according to Company representations to reach settlement in sufficient time for cities to act before June 11, 2012; and

WHEREAS, failure by ACSC members to take action before June 11, 2012 would allow the Company the right to impose its full request on residents of said ACSC members; and

WHEREAS, the ACSC Settlement Committee recommends denial of the Company's proposed rate increase in order to continue settlement discussions pending the Company's appeal of cities' denials to the Railroad Commission of Texas; and

WHEREAS, the GURA § 103.022 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility.

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

1. That the rates proposed by Atmos Mid-Tex to be recovered through its gas rates charged to customers located within the Town limits, are hereby found to be unreasonable and shall be denied.

2. That the Company shall continue to charge its existing rates to customers within the Town and that said existing rates are reasonable.

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

**TOWN OF LITTLE ELM**  
**AGENDA INFORMATION SHEET: (Consent)**



**COUNCIL**

**MEETING DATE:** May 15, 2012

**PROJECT:** Approve **Resolution No. 05151203** authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents (\$.05) per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.

**BACKGROUND:** The Atmos Steering Committee (ASCS) protects the authority of municipalities over the monopoly natural gas provider and defends the interest of the residential and small commercial customers within the cities. Our cities and towns are the only advocates that work to keep natural gas rates reasonable. The work undertaken by ASCS has saved ratepayers millions of dollars in unreasonable charges.

The ASCS is a very effective voice at the Texas Railroad Commission, at the Legislature, and in the courts and ASCS has requested Little Elm to continue to support the steering committee (ASCS).

**FISCAL IMPACT:** \$.05 per capita: 25,898 x's \$.05 = \$1,294.90  
Funded by the General Fund: 112-6712-08-00

**RECOMMENDED  
ACTION:**

Staff recommends approval of Resolution No. 05151203 to continue participation with the Atmos Cities Steering Committee and authorize payment of assessment as stated.

**ATTACHMENTS:** Resolution No. 05151203

**TOWN CONTACTS:** Alan Dickerson, 214-975-0415, [adickerson@littleelm.org](mailto:adickerson@littleelm.org)

**RESOLUTION NO. 05151203**

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION

WHEREAS, the Town of Little Elm is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the town; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings, affecting gas utility rates; and

WHEREAS, the Town is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs; NOW THEREFORE,

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

I.

That the Town is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the Town of Little Elm and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the Town limits.

II.

It is further authorized to pay its 2012 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

III.

A copy of this Resolution and approved assessment fee payable to "*Atmos Cities Steering Committee*" shall be sent to:

Mary Bunkley  
Treasurer, Atmos Cities Steering Committee  
c/o Arlington City Attorney's Office, Mail Stop 63-0300  
Post Office Box 90231  
Arlington, Texas 76004-3231

PRESENTED AND PASSED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the Town Council of the Town of Little Elm, Texas.

ATTEST:

\_\_\_\_\_  
Signature  
Mayor

\_\_\_\_\_  
Signature  
Town Secretary

APPROVED AS TO FORM:  
Town Attorney

BY \_\_\_\_\_

# TOWN OF LITTLE ELM

## AGENDA INFORMATION SHEET:

### COUNCIL MEETING

**DATE:** May 15, 2012

**PROJECT:** Task Order with D & S Engineering Lab, PLLC  
(Engineering Services Contracts) for the FM 423 North –  
Water and Sewer Line Relocations – Phase I Improvements  
Testing

**DESCRIPTION:** Town Staff has negotiated a Task Order for construction material testing by D & S Engineering Lab, PLLC for the FM 423 North – Water and Sewer Line Relocations – Phase I Improvements.

D & S Engineering Lab was one of the selected firms as part of the Town's Request for Qualifications for Construction Material Testing and Geotechnical Services.

On Tuesday, May 15, 2012 the Town is to award the construction contract for the FM 423 North – Water and Sewer Line Relocations – Phase I Improvements to Pittard Construction, Inc. of Allen, Texas.

This project will require numerous tests on the compaction of the grading work, driveways, and utility lines as required by the Town.

The Task Order is based on an estimate of the testing anticipated on the project on a time and materials basis.

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**COST:** \$5,765.00

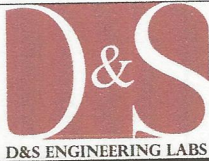
**FUNDING:** Acct. Name & No  
Utility CIP Bond Fund  
F.M. 423 North Water & Sewer Relocation  
612-6730-76-20

**SCHEDULE:** Contract to be executed upon approval by Town Council. The contract is to be complete 90 days after the issuance of the Notice to Proceed

**RECOMMENDED ACTION:** Staff recommends Council approve the Task Order for testing on the FM 423 North – Water and Sewer Line Relocations – Phase I Improvements between the Town of Little Elm and D & S Engineering Lab, PLLC for the estimated amount of \$5,765.00 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. Task Order for the FM 423 North – Water and Sewer Line Relocations – Phase I Improvements Testing



Date: March 9, 2012

Proposal No. P12-040

### Proposal

In accordance with the Master Services Agreement dated Nov. 2, 2010 between the parties designated below for:

**THE PROJECT:** FM 423 Utility Relocation

**THE CLIENT:** Town of Little Elm

hereby authorizes the Engineer to proceed with additional services as follows:

### SCOPE OF SERVICES:

Soil Testing, In-Place Density testing

### SCHEDULE:

D & S Engineering Labs will begin work when called by either the Client or the Contractor for services.

### FEE

D & S Engineering Labs proposes an estimated fee of \$5,765.00 as outlined in the attached estimate, dated 3/9/2012.

The actual fee is dependent on upon the size of concrete pours, number of densities completed per trip, waiting time, number of times the job superintendent calls for us to be present on the job, and many other factors out of our control.

**Upon return of a fully-executed authorization, this Supplement shall become a part of the Agreement identified above.**

APPROVED BY: ENGINEERING LAB	APPROVED BY: CLIENT
NAME: Jason Brothers, E.I.T.	NAME:
SIGNATURE: <i>Jason Brothers</i>	SIGNATURE:
TITLE: Operations Manager	TITLE:
DATE: March 9, 2012	DATE:



1101 Shady Oaks Dr., Denton, TX 76205 | P: 940.735.3733 • F: 940.591.6570

Texas Firm # F-12796

## ESTIMATE FOR CONSTRUCTION MATERIALS TESTING

3/9/2012

Mr. Jason W. Laumer, P.E.  
Town of Little Elm  
100 W. Eldorado  
Little Elm, Texas 75068  
Email: [JLaumer@littleelm.org](mailto:JLaumer@littleelm.org)

RE: FM 423 Utility Relocations (14 inch Force Main)  
Little Elm, Tx

Proposal No: P12-040

Mr. Laumer,

D & S Engineering Labs, PLLC is pleased to submit the following estimated cost to perform materials testing and observation services for the above referenced project. This estimated cost is based on our understanding of project information available at this time and, should additional information become available a revised proposal could be provided upon request.

The estimated fees are as follows:

### I. UTILITIES

#### Laboratory Testing

ASTM D698 Moisture Density Relationships				
6	test @	\$145.00	per test	\$870.00
Atterberg Limits Test				
6	test @	\$50.00	per test	\$300.00
Percent Material Finer than No. 200 Sieve				
6	test @	\$30.00	per test	\$180.00
Technician Time Picking up samples				
4	hours @	\$45.00	per hour	\$180.00
Vehicle Charge				
2	trips @	\$30.00	per trip	\$60.00
Total Laboratory Testing				\$1,590.00

### Field Testing

In-Place Moisture Density Tests					
90	tests @	\$15.00	per test	.....	\$1,350.00
Technician Time Performing In-Place Density Tests					
45	hrs @	\$45.00	per hour	.....	\$2,025.00
Vehicle Charge					
15	trips @	\$30.00	per trip	.....	\$450.00
Total Field Testing .....					\$3,825.00
Total Earthwork Testing for Utility Backfill .....					\$5,415.00
Report Review and Coordination-Utility Testing					
3.5	hours @	\$100.00	per hour	.....	\$350.00
Total of Utility Testing .....					<u>\$5,765.00</u>

TOTAL OF ALL OBSERVATION AND TESTING SERVICES ..... \$5,765.00

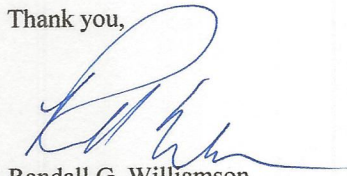
*THIS PROPOSAL IS BASED ON ESTIMATED NUMBER OF TESTS AND QUANTITIES MENTIONED IN THIS PROPOSAL AND NOT A LUMP SUM PRICE. ONLY WORK, WHICH IS ACTUALLY PERFORMED, WILL BE CHARGED FOR AND ALL CHARGES WILL BE IN ACCORDANCE WITH THE CORRESPONDING UNIT FEES QUOTED IN THIS PROPOSAL OR OUR SCHEDULE OF FEES.*

*THE ACTUAL TOTAL AMOUNT BILLED FOR THIS PROJECT IS HIGHLY DEPENDENT UPON THE SIZE OF POURS, NUMBERS OF DENSITIES SHOT PER TRIP, WAITING TIME, NUMBERS OF TIMES THE JOB SUPERINTENDANT CALLS OR US TO BE PRESENT ON THE JOB, AND MANY OTHER FACTORS BEYOND OUR CONTROL*

*THIS PROPOSAL IS MADE ASSUMING THAT NO OTHER TESTING SERVICES WILL BE REQUIRED IN THE PROGRAM OF SPECIAL INSPECTIONS. PER CHAPTER 17 OF THE IBC, IT IS THE RESPONSIBILITY OF THE DESIGN PROFESSIONAL*

If you find this estimate acceptable, a full construction materials testing services agreement will be sent to you for execution. If you have any questions, please let me know.

Thank you,



Randall G. Williamson  
Chief Estimator



**LITTLE ELM**

## **TOWN OF LITTLE ELM**

### **AGENDA INFORMATION SHEET:**

**COUNCIL MEETING DATE: May 15, 2012**

**PROJECT: Reappointment of Municipal Court Judge.**

**DESCRIPTION:** Council will consider reappointing Patricia Adams to serve as the Municipal Court Judge for the Town of Little Elm for a two (2) year term beginning May 15, 2012 and ending May 15, 2014. Judge Adams has served the Town of Little Elm in this capacity since August 2005. An Agreement between the Town and Judge Adams will be placed on a future agenda for consideration.

**COST:** N/A

**FUNDING:** N/A

**SCHEDULE:** Immediate

**RECOMMENDED ACTION:** Staff recommends Town Council approve the reappointment of Patricia Adams to serve as the Municipal Court Judge for a two year term beginning May 15, 2012 and ending May 15, 2014.

**ATTACHMENT:** N/A

**TOWN CONTACT:** Doug Peach, Interim Town Manager @ 214-975-0405

# TOWN OF LITTLE ELM

## AGENDA INFORMATION SHEET:

### COUNCIL MEETING

**DATE:** May 15, 2012

**PROJECT:** **Discussion and Action to approve Ordinance # 1098 adopting the Cross-connection Control Policy for the Town of Little Elm**

**DESCRIPTION:** On Tuesday April 17, 2012 at the Workshop and Regular Town Council Meeting staff presented the Town of Little Elm Cross-Connection Control Policy for review by the Town Council. A briefing was provided to Council detailing the background, findings from an impact study and implementation plans.

**Background:** The Texas Commission on Environmental Quality (TCEQ) requires all cities in Texas to adopt and implement an active cross-connection control policy (CCCP). An active CCCP helps to prevent cross contamination from non-potable water and helps to provide safe drinking water to the Town's residents and customers. Presently we have a Water Quality Specialist and a Water Quality Technician who are licensed by TCEQ and who have been trained on/about cross-connection control devices and their proper operations.

**Impact Survey:** Staff saw a need to conduct an impact survey to have a better understanding as to the impact the CCCP will have on customers during the implementation process and then to share this information with Council. The information gathered from the impact assessment showed that on the average most commercial customers should only be impacted by the estimated cost of \$175 for an annual inspection of their respective cross-connection device by a licensed CSI/BPAT vendor.

**Implementation:** The implementation process will be conducted in phases based on, or determined by the severity of risk (high to low) of each site. Staff's goal is to be completed with the initial implementation of the program in three years, with continuation of the required annual testing as necessary and ongoing.

**COST:** Presently, there are no expected additional costs to the Town.

<b>FUNDING:</b>	<b>Acct. Name &amp; No</b>	<b>Original Budget</b>
	<b>612-0000-61-00</b>	<b>\$00.00</b>

**SCHEDULE:** As Needed

**RECOMMENDED ACTION:** Staff recommends Council to Approve Ordinance #1098 adopting the Cross-connection Control Policy for the Town of Little Elm and to direct Staff to Start Implementation of the Cross-connection Control Program.

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

**ATTACHMENTS:** Ordinance #1098, Cross-connection Control Policy, Impact Assessment, Staff Briefing

**TOWN OF LITTLE ELM, TEXAS**

**ORDINANCE NO. 1098**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, ADOPTING A CROSS CONNECTION CONTROL POLICY TO REQUIRE THE INSTALLATION OF BACKFLOW PREVENTION ASSEMBLIES WHERE DEEMED APPROPRIATE AND NECESSARY; FOR THE INSTITUTION OF PENALTIES AND/OR THE DISCONNECTION OF WATER SERVICE FOR NONCOMPLIANCE WITH THE PROVISIONS OF THE CROSS CONNECTION CONTROL POLICY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SAVINGS AND A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Little Elm, Texas ("Town"), is a home-rule city possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of the Texas Local Government Code, and the Home Rule Charter for the Town of Little Elm, Texas; and

**WHEREAS**, the Town is required by the Texas Commission on Environmental Quality ("TCEQ") in Title 30, Chapter 290 of the Texas Administrative Code, governing Rules and Regulations for Public Water Systems, to protect the Town's potable drinking water system and is authorized to adopt regulations for water distribution and backflow prevention and testing including, but not limited to, the adoption and institution of a backflow/cross connection control program; and,

**WHEREAS**, pursuant to Chapter 54 of the Texas Local Government Code and the Town's Home Rule Charter, the Town is authorized to adopt such ordinances necessary to preserve and ensure that the Town's potable water resources are maintained at the highest quality standards and in full compliance with TCEQ standards of acceptable water resources; and

**WHEREAS**, the Town desires to implement such a backflow/cross connection control program, setting out restrictions with which each water customer must comply to avoid unacceptable practices that are prohibited by State regulation and Town standards; and

**WHEREAS**, as all users of the Town's water system, in order to connect their private plumbing systems to the Town's water system, must have their private plumbing systems inspected by the Town, the Town desires to adopt a Customer Service Inspection Certification to be utilized by Town inspector's as part of the Town's Customer Service Inspection process; and

**WHEREAS**, a Customer Service Inspection will be performed on all water service connections in order to determine the appropriate type of Backflow Prevention Assembly required to eliminate cross-connections or prevent backflow; and

**WHEREAS**, as there will be no "grandfathering" of existing buildings and residences, an Inspection Survey Report will be filled out for all existing facilities that will be kept on file with

the Town in the appropriate forms contained in Appendix A in the Cross Connection Control Policy; and

**WHEREAS**, the Town recognizes the importance of protecting the Town's public water supply from the possibilities of contamination or pollution within the Town's water customer's internal distribution systems or customer's private water systems, as such systems can contain pollutants and other unacceptable contaminants that could backflow in the Town's public water system, which could affect the overall water integrity of the Town's potable drinking water; and

**WHEREAS**, the Town has determined that there exists an urgent need to adopt a Cross Connection Control Policy; and

**WHEREAS**, the Town desires to adopt the Cross Connection Control Policy, which is attached hereto as ***Exhibit A***, as official Town policy for the protection of the Town's drinking water supply; and

**WHEREAS**, the Town has investigated and determined that the adoption, implementation and enforcement of a Cross Connection Control Policy will be advantageous and beneficial to the Town's residents, and will protect the public health, safety, and welfare.

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

**Section 1. Incorporation of Premises.** All of the above premises are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

**Section 2. Adoption.** The Town hereby approves and adopts the Town of Little Elm Cross Connection Control Policy (hereinafter referred to as the "Policy"), which is attached hereto and incorporated herein for all purposes as ***Exhibit A***. The Town commits to implement the requirements and procedures set forth in the adopted Policy.

**Section 3. Penalty Provision.** Any customer, defined pursuant to 30 Texas Administrative Code Chapter 290.44, failing to comply with the provisions of the Policy shall be subject to a fine not to exceed Two Thousand Dollars (\$2,000) and/or discontinuance of water service by the Town. Proof of a culpable mental state is not required for a conviction of an offense under this ordinance. Each day a customer fails to comply with the Policy is an offense. The Town's authority to seek injunctive or civil relief available under the law is not limited by this section.

**Section 4. Enforcement.** Mandatory water use restrictions may be enforced by any combination of warnings, reconnection fees, suspension of service, citations, monetary penalties and other fees. An escalation of warnings may be used to warn, educate and then enforce restriction if warnings are not heeded. Penalties mentioned in Section 3 of this ordinance in addition to reconnections fees may be given to those that violate the Policy. The Town maintains the right, at any level of violation, to disconnect irrigation system(s) and/or total water service to a customer with reconnection fees and possible monetary penalties. The Town's Code

Enforcement Officer or other Town Staff as designated by the Town Manager may implement any provision of the enforcement process of the Policy.

**Section 5. Filing Ordinance and Policy with TCEQ.** The Town Manager or his designee is hereby directed to file a copy of the Policy and this ordinance with the Texas Commission on Environmental Quality in accordance with Title 30, Chapter 288 of the Texas Administrative Code.

**Section 6. Repealer Clause.** Any provision of any prior Town ordinance, whether codified or un-codified, which are in conflict with any provision of the ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the Town's ordinances, whether codified or un-codified, which are not in conflict with the provision of this ordinance, shall remain in full force and effect.

**Section 7. Savings.** This ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

**Section 8. Severability.** The sections, paragraphs, sentences, phrases, clauses and words of this ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the Town Council hereby declares that it would have passed such remaining portions of this ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**Section 9. Effective Date.** This ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

**PASSED, APPROVED AND ADOPTED by the Town Council of the Town of Little Elm, Texas, on this the \_\_\_\_ day of 2012.**

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Charles Platt, Mayor

ATTEST:

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Kathy Phillips, Town Secretary

APPROVED AS TO FORM:

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Robert F. Brown, Town Attorney

**TOWN OF LITTLE ELM**

**CROSS CONNECTION CONTROL  
POLICY**

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**VERSION: 2012**

**ADOPTED: MAY 2012**

**TOWN OF LITTLE ELM**

**PUBLIC WORKS**

100 W. ELDORADO

LITTLE ELM, TEXAS 75068

(972) 377-5556

## TABLE OF CONTENTS

PAGE 3	INTRODUCTION
PAGE 3	PURPOSES
PAGE 3	CROSS-CONNECTION STANDARDS
PAGE 4	DEFINITIONS
PAGE 8	RIGHT-OF-WAY ENCROACHMENT
PAGE 9	MULTIPLE CONNECTIONS
PAGE 9	PROTECTION REQUIRED; INSTALLATION
PAGE 11	TESTING OF ASSEMBLIES
PAGE 12	THERMAL EXPANSION
PAGE 12	PRESSURE LOSS
PAGE 12	RESIDENTIAL SERVICE CONNECTIONS
PAGE 12	RENTAL PROPERTIES
PAGE 12	CUSTOMER SERVICE INSPECTION
PAGE 13	INSTALLATION GUIDELINES AND REQUIREMENTS FOR BACKFLOW PREVENTION ASSEMBLIES
PAGE 17	AIR GAP SEPARATION
PAGE 18	FIRE SUPPRESSION SYSTEMS
PAGE 18	FIRE HYDRANT PROTECTION
PAGE 18	RESPONSIBILITIES OF PROPERTY OWNER/PERSON IN CHARGE OF PREMISES
PAGE 20	BACKFLOW PREVENTION ASSEMBLY TESTER CERTIFICATION; REGISTRATION REQUIRED
PAGE 20	FEES
PAGE 20	COMPLIANCE FOR LAWN IRRIGATION
PAGE 20	MOBILE UNITS
PAGE 20	ENFORCEMENT
PAGE 22	PENALTY
PAGE 22	EXISTING FACILITIES
PAGE 22	RIGHT OF ENTRY
ORDINANCE # 1098	
APPENDIX A	
LETTER DRAFTS	
IMPACT ASSESMENT	

## **Sec. 1. – Introduction.**

Pursuant to Title 30, Texas Administrative Code, Section 290.44, it is the responsibility of the Town of Little Elm to protect its drinking water supply by instituting and enforcing a cross connection program. The program includes the installation of backflow prevention assemblies where deemed appropriate or necessary.

It is a logical assumption that because water is always under pressure, it can only flow in one direction. However, it is possible for the flow to be reversed. Water will always flow towards the point of lowest pressure. If a main line in our system should break, or if a fire occurred and the fire department opened several hydrants, the pressure in our water mains could drop dramatically, causing a reversal of flow. The potential for this reversal of flow is why our department is concerned about the possibility of backflow of contaminants into our water system.

## **Sec. 2. - Purposes.**

The purpose of this policy is to:

- (1) Protect the public potable water supply of the Town of Little Elm from the possibilities of contamination or pollution by isolating within the customer's internal distribution system or the customer's private water system such containments or pollutants which could backflow into the public water system.
- (2) Protect the public water supply of the Town of Little Elm from the possibility of contamination or pollution by isolation of the customers distribution system, which includes provisions for backflow prevention devices located at the water meter
- (3) Promote the elimination or control of existing cross connections, actual or potential, between the customers in-plant t potable water system and non-potable water systems, plumbing fixtures and industrial/commercial piping systems
- (4) Provide for the maintenance of a continuing program of cross connection control which will systematically and effectively prevent the contamination or pollution of the Town of Little Elm water system.

## **Sec. 3. - Cross-connection standards.**

Every source of contamination or possible contamination from any contaminant which originates from or is located at a residential or commercial establishment, which is connected to any public water supply or which provides water to the public shall be equipped with the protection required under the provisions of this policy.

#### **Sec. 4. - Definitions.**

For the purpose of this policy, the following definitions apply unless the context clearly indicates or requires a different meaning. If a word or term used in this policy is not contained in the following list, its definition, or other technical terms used, shall have the meanings or definitions listed in the most recent adopted edition of the Town of Little Elm Plumbing Code and/or the Manual of Cross Connection Control published by the Foundation for Cross Connection Control and Hydraulic Research, University of Southern California:

**Air gap** means a physical separation between the free flowing discharge end of a potable water supply piping and/or appurtenance and an open or non-pressure receiving vessel, plumbing fixture or other device. An "approved air-gap separation" shall be at least twice the diameter of the supply pipe measured vertically above the overflow rim of the vessel, plumbing fixture or other device in no case less than one inch.

**Atmospheric vacuum breaker backflow prevention device or atmospheric vacuum breaker or AVB** means a device used to prevent back siphon in non-health hazard conditions. This device cannot be tested and cannot prevent backpressure backflow.

**Auxiliary supply** means any water source or system other than the public water system that may be available in the building or on the property, including groundwater or surface water used for industrial, irrigation or any other purpose.

**Backflow** means the flow in the direction opposite to the normal flow or the introduction of any foreign liquids, gases, or substances into the Town's water system.

**Backflow prevention assembly or assembly** means an assembly to counteract back pressure or prevent back siphonage.

**Backpressure** means any elevation of pressure in the downstream piping system (by any means) above the supply pressure at the point of consideration which would cause, or tend to cause, a reversal of the normal direction of flow and the introduction of fluids, mixtures or substances from any source other than the intended source.

**Back siphonage** means the flow of water or other liquids, mixture or substances into the distribution pipes of a potable water supply system from any source other than its intended source caused by a sudden reduction of pressure in the potable water supply system.

**Bore sight or Bore sight to daylight** means providing adequate drainage for backflow prevention assemblies installed in vaults through the use of an unobstructed drainpipe.

**Commercial establishment** means property or location which is used primarily for manufacture, production, storage, wholesaling or retailing of services which is or may be placed in the flow of commerce or any property or location which is used primarily for the provision of any service.

**Commission** means the Texas Commission on Environmental Quality (“TCEQ”).

**Contaminants** means: any foreign material, solid or liquid, not common to the potable water supply which makes the water unfit or undesirable for human or animal consumption.

**Contamination** means: the admission of contaminants into the potable water supply system.

**Cross-connection** means : any connection, physical or otherwise, between a potable water supply system and any plumbing fixture or any tank, receptacle, equipment or device, through which it is possible for any non-potable, used, unclean, polluted and contaminated water, or other substances, to enter into any part of such potable water system under any condition or set of conditions.

**Cross-connection control device** means: any nationally approved or recognized device placed upon any connection, physical or otherwise, between a potable water supply system and any plumbing fixture or any tank, receptacle, equipment or device, which is designed to prevent non-potable, used, unclean, polluted and contaminated water, or other substances, from entering into any part of such potable water system under any condition or set of conditions.

**Customer service inspection** means: an inspection designed to inspect and detect any actual or potential cross-connection hazards and/or excess of the lead action level in solder or flux, pipe or pipe fittings.

**Degree of hazard** means the low or high hazard classification that shall be attached to all actual or potential cross-connections as follows:

- (1) **Health hazard** means an actual or potential threat of contamination of a physical or toxic nature to the public potable water system or the consumer's potable water system that would be a danger to health.
- (2) **High hazard** means the classification assigned to an actual or potential cross-connection that potentially could allow a substance that may cause illness or death to backflow into the potable water supply.
- (3) **Low hazard** means the classification assigned to an actual or potential cross-connections that potentially could allow a substance that may be objectionable but not hazardous to one's health to backflow into the potable water supply.
- (4) **Pollution hazard** means an actual or potential threat to the physical properties of the water system or the potability of the public or the consumer's potable water system but which would not constitute a health or system hazard, as defined. Maximum degree of intensity of pollution which the potable water system could be degraded under this definition would cause a nuisance or be aesthetically objectionable or could cause damage to the system or its appurtenances.

- (5) **System hazard** means an actual or potential threat of severe danger to the physical properties of the public or consumer's potable water supply or of a pollution or contamination that would have a detrimental effect on the quality of the potable water in the system.

**Director** means the Town's Director of Public Works.

**Double check detector backflow prevention assembly or double check detector or DCDA** means an assembly composed of a line-size approved double check assembly with a bypass containing a specific water meter and an approved double check valve assembly. The meter shall register accurately for very low rates of flow.

**Double check valve backflow prevention assembly or double check assembly or double check or DC** means an assembly which consists of two independently acting, approved check valves, including tightly closing resilient seated shutoff valves attached at each end of the assembly and fitted with properly located resilient seated test cocks.

**Fire line tester** means a tester who is employed by a state approved fire line contractor and is qualified to test backflow prevention assemblies on fire lines only.

**General tester** means a tester who is qualified to test backflow prevention assemblies on any domestic, commercial, industrial or irrigation service except fire lines.

**Mobile unit** means any operation, which may have the potential to introduce contaminants into a potable water system from a mobile source. These include, but are not limited to, carpet-cleaning vehicles, water-hauling vehicles, street-cleaning vehicles, liquid-waste vehicles, power-wash operations, wastewater hydro-vacuum truck, and pest-control vehicles.

**Non-residential use** means water used by any person other than a residential customer of the water supply and includes, but not limited to, all uses not specifically included in "residential uses" as defined in the Town zoning ordinance, as it currently exists or may be amended.

**Person** means any individual, partnership, association, corporation, firm, club, trustee, receiver, body politic and corporate, and any other such entity.

**Point-of-use isolation** means the appropriate backflow prevention within the consumer's water system at the point at which the actual or potential cross-connection exists.

**Potable water supply** means any water supply intended or used for human consumption or other domestic use.

**Premises** means any piece of property to which water is provided, including but not limited to, all improvements, mobile structures, and structures located on it.

**Premises isolation** means the appropriate backflow prevention at the service connection between the public water system and the water user.

**Pressure vacuum breaker backflow prevention assembly or pressure vacuum breaker or PVB** means an assembly which provides protection against back-siphonage, but does not provide adequate protection against backpressure backflow. The assembly is a combination of a single check valve with an AVB and can be used with downstream resilient seated shutoff valves. In addition, the assembly has suction and discharge gate valves and resilient seated test cocks which allow the full testing of the assembly.

**Public water system or system** means any publicly or privately owned water system, which supplies water for public domestic use. The system will include all services, reservoirs, facilities, and any equipment used in the process of producing, treating, storing, or conveying water for public consumption.

**Reduced pressure principle backflow prevention assembly or reduced pressure principle assembly or RP assembly or RP** means an assembly containing two independently acting approved check valves together with a hydraulically-operated, mechanically independent pressure differential relief valve located between the check valves and at the same time below the first check valve. The assembly shall include properly located resilient seated test cocks and a tightly closing resilient seated shutoff valve at the end of the assembly.

**Reduced pressure principle detector backflow prevention assembly or reduced pressure detector or RPDA** means an assembly composed of a line-size approved reduced pressure principle assembly with a bypass containing a specific water meter and an approved reduced pressure principle backflow prevention assembly. The meter shall register accurately for very low rates of flow.

**Representative of the water system** means a person designated by the Town to perform cross-connection control duties that shall include, but are not limited to, cross-connection inspections and water use surveys.

**Residential use** means water used by any residential customer of the water supply and includes, but not limited to, single-family dwellings, duplexes, multiplex, housing and apartments where the individual units are each on a separate meter; or, in cases where two or more units are served by one meter, the units are full-time dwellings.

**Service connection** means the point of delivery which the water purveyor loses control of the water.

**Spill-resistant pressure vacuum breaker or SVB** means an assembly containing an independently operating, internally loaded check valve and independently operating, loaded air inlet valve located on the discharge side of the check valve. This assembly is to be equipped with

a properly located resilient seated test cock and tightly closing resilient seated shutoff valves attached at each end of the assembly.

**TCEQ** means the Texas Commission on Environmental Quality.

**Tester** means a person that is a certified backflow prevention assembly technician approved by and registered with the Town and the TCEQ.

**Thermal expansion** means heated water that does not have the space to expand.

**Town** means the Town of Little Elm, through the Town Manager or Town Manager's designee, such as the Town Inspector or other Town employee designated by the Town Manager.

**Used water** means water supplied by a public water system to a water user's system after it has passed through the service connection.

**Water use survey** means a survey conducted or caused to be conducted by the local authority designed to identify any possible sources of contamination to the potable water supply.

**Sec. 5. - Right-of-way encroachment.**

No person shall install or maintain a backflow prevention assembly upon or within any Town right-of-way except as provided in this section.

- (1) A backflow prevention assembly required by the Town may be installed upon or within any Town right-of-way only if:
  - a. The Town determines, in its sole discretion, that there is no other feasible location for installing the assembly;
  - b. Installing the assembly in the right-of-way will not interfere with traffic or utilities; and
  - c. A permit is obtained from the Town. The Town retains the right to approve the location, height, depth, enclosure, and other requisites of the assembly prior to its installation.
- (2) All permits and inspections required by the Town Code to perform work in the right-of-way shall be obtained.
- (3) The assembly shall be installed below or flush with the surrounding grade, except when, in the Town's sole discretion, it is not practicable to install it in this manner. Any assembly or portion of an assembly, which extends aboveground, shall be located no closer than 18 inches to the face of the curb.

- (4) The Town shall not be liable for any damage done to and/or caused by an assembly installed in a right-of-way.
- (5) For purposes of public safety, a property owner shall, at the request of the Town and at the owner's expense, relocate a backflow prevention assembly which encroaches upon any Town right-of-way when such relocation is necessary for street and/or utility construction and/or repairs.
- (6) A person commits an offense of this policy if he fails to relocate a backflow prevention assembly located in or upon any Town right-of-way after receiving a written order from the Town requiring the same.

#### **Sec. 6. - Multiple connections.**

Any premises requiring multiple service connections for adequacy of supply and/or fire protection shall also contain a backflow assembly on each of the additional service lines to the premises. The type of assembly will be determined by the degree of hazard that could occur in the event of an interconnect between any of the buildings on the premises.

#### **Sec. 7. - Protection required; installation.**

- (a) The backflow prevention assembly protection which is required under this policy shall be any of the duly nationally recognized and authorized backflow prevention assemblies listed in a State of Texas approved plumbing code, or as determined by the Town. Each backflow prevention assembly must have been approved by the Town prior to installation. Failure to obtain such approval prior to installation of the backflow prevention assembly may result in the backflow prevention assembly failing to meet final approval by the Town. The Town shall determine the type and location of backflow assembly to be installed within the area served by the Town. The assembly will be required in each of the following circumstances, but is in no way limited to the following circumstances:
  - (1) The nature and extent of any activity on the premises, or the materials used in connection with any activity on the premises, or materials stored on the premises, could contaminate or pollute the potable water supply.
  - (2) Premises having any one or more cross-connections and the cross-connections are protected by an atmospheric vacuum breaker device (AVB).
  - (3) Internal cross-connections are present that are not correctable.
  - (4) Intricate plumbing arrangements that are present which make it impractical to ascertain whether cross-connections exist.

- (5) There is unduly restricted entry so that inspections for cross-connections cannot be made with sufficient frequency to assure that cross-connections do not exist.
  - (6) Installation of an approved backflow prevention assembly is deemed, in the Town's sole discretion, to be necessary to accomplish the purpose of these regulations.
  - (7) An appropriate cross-connection survey report form has not been filed with the public works/water utilities department of the Town upon request of the Town.
  - (8) A fire suppression system that is connected to the Town's water system.
  - (9) All new construction, if deemed necessary by the Town during the customer service inspection. The type of assembly required will be determined by the degree of hazard.
  - (10) When a building is constructed on commercial premises, and the end use of such building is not determined or could change, a reduced pressure principle backflow prevention assembly may be installed at the service connection that supplies water for public domestic use.
  - (11) Any used water return system.
  - (12) In the event a point-of-use assembly has not had the testing or repair done as required by this policy, a premises isolation assembly will be required.
  - (13) If it is determined by the Town that additions or alterations have been made to the plumbing system without obtaining proper permits, premises isolation may, in the Town's sole discretion, be required.
  - (14) All multi-story buildings or any building with a booster pump or elevated storage tank.
  - (15) Retrofitting will be required on all high hazard connections and wherever else the Town, in its sole discretion, deems necessary to retrofit.
- (b) All backflow prevention assemblies installed after the effective date of this ordinance shall be installed in a manner designed to facilitate ease of inspection by the Town. Any currently installed backflow prevention assemblies, which are located in inaccessible locations or where the tester is subject to physical danger, shall be relocated to approved locations following current national guideline standards.

**Sec. 8. - Testing of assemblies.**

- (a) All backflow prevention assemblies shall be inspected and tested or caused to be inspected and tested at the expense of the property or building owner in each of the following circumstances:
  - (1) Immediately after installations;
  - (2) Whenever the assembly is moved;
  - (3) A minimum of once a year;
  - (4) Premises that have been vacated and unoccupied for one year, prior to re-occupancy;
  - (5) Immediately after repairs.
- (b) All assembly testing shall be performed by a state certified backflow prevention assembly tester, approved by the Town.
- (c) Duly authorized employees of the Town bearing proper credentials and identification are entitled to enter any public or private property at any reasonable time for the purpose of enforcing this policy. Persons and occupants of premises which are provided water service by the Town, either directly or indirectly, shall allow the Town or its representatives access at all reasonable times to all parts of the premises for the purposes of, among others, inspection, testing, records examination and/or to facilitate the performance of any of their duties. Where persons or occupants of premises have security measures in force which would require proper identification and clearance before entry into their premises, the persons and occupants of the premises shall make necessary arrangements with their security guards so that upon presentation of identification, personnel from the Town will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.
- (d) The Town is not liable for damage to a backflow prevention assembly, which may occur during testing, inspection and/or examination.
- (e) A water use survey may be conducted at any establishment located in the Town which is served by a public water supply or which provides water to the public. Upon determination that the establishment falls under the provisions of this article and requires a backflow prevention assembly, a notice to abate the condition or to install the proper backflow prevention assembly shall be issued by the Town.

- (f) It is the responsibility of the person, who owns or controls property, to have all assemblies tested in accordance with this policy. Assemblies may be required to be tested more frequently if the Town, in its sole discretion, regulatory authority deems necessary.
- (g) All results from assembly testing by a certified backflow prevention assembly tester shall be placed on a form that is supplied by the Town.

#### **Sec. 9. - Thermal expansion.**

It is the responsibility of any person, who owns or controls property, to eliminate the possibility of thermal expansion if a closed system has been created by the installation of a backflow assembly.

#### **Sec. 10. - Pressure loss.**

Any reduction in water pressure caused by the installation of a backflow assembly shall not be the responsibility of the Town.

#### **Sec. 11. - Residential service connections.**

Any person who owns or controls any residential property, which has been determined to have an actual or potential cross-connection, shall eliminate the actual or potential cross-connection or have an approved backflow assembly installed in accordance with this policy.

#### **Sec. 12. - Rental properties.**

Any person who owns or controls property is responsible for the installation, testing and repair of all backflow assemblies on their property.

#### **Sec. 13. - Customer service inspection.**

- (a) Pursuant to TCEQ Water System Regulations, a customer service inspection for cross-connection control shall be completed by the Town prior to providing continuous water service in each of the following circumstances:
  - (1) Water service to a newly constructed facility or previously non-existing premises.
  - (2) After any material improvement to buildings or premises.
  - (3) Any correction or addition to the plumbing of any facility or premises.
  - (4) The Town, in its sole discretion, deems it necessary.

- (b) Permanent water service shall not be supplied to a new construction facility until after the customer service inspection is completed as provided herein.
- (c) Temporary water service, which poses a potential cross-connection threat to the potable water supply, shall be protected by an approved backflow prevention assembly.

**Sec. 14. - Installation guidelines and requirements for backflow prevention assemblies.**

- (a) *General.* To ensure proper operation and accessibility of all backflow prevention assemblies, the following national guideline requirements shall apply to the installation of these assemblies:
  - (1) Backflow prevention assemblies shall be installed in accordance with the current TCEQ rule and these regulations. The assembly installer must obtain the required plumbing permits and have the installation inspected by the Town.
  - (2) At facilities which require a backflow prevention assembly to be installed at the point of delivery of the water supply, such installation of the assembly must be before any branch in the line and on private property located just inside the boundary between the Town right-of-way and the landowner's property. The Town may specify other areas for installation of the assembly. Assemblies that must be installed or are located on Town rights-of-way are the responsibilities of the business or entity that the water line is serving.
  - (3) The assembly must be protected from freezing and other severe weather conditions.
  - (4) All backflow prevention assemblies shall be of a type and model approved by the Town.
  - (5) All vertical installations of backflow assemblies must have prior written approval by the Town.
  - (6) Assemblies that are larger than four inches and installed more than five feet above floor level must have a suitable platform for use by testing or maintenance personnel.
  - (7) Bypass lines are prohibited. Pipe fittings are prohibited which could be used for connecting a bypass line.

- (8) Premises where an uninterrupted water supply is critical should be provided with two assemblies installed in parallel. The assemblies should be sized in such a manner that either assembly will provide the maximum flow required.
  - (9) Lines should be thoroughly flushed prior to installation. A strainer with blowout tapping may be required ahead of the assembly.
  - (10) All facilities that require continuous, uninterrupted water service and are required to have a backflow assembly must make provisions for the parallel installation of assemblies of the same type so that testing, repair and maintenance can be performed.
  - (11) The property owner and/or lessee assume all responsibility for any damage resulting from, among other, installation, operation, and/or maintenance of a backflow assembly. The owner and/or lessee shall be responsible for keeping all backflow prevention assembly vaults reasonably free of silt and debris.
  - (12) Upon completion of installation, the Town shall be notified and all assemblies must be inspected at the expense of the property owner and/or lessee. All assemblies must be registered with the Town and shall provide the date of installation, manufacturer, model, type, size, serial number of the backflow assembly, and initial test report.
- (b) *Reduced pressure principle backflow prevention assemblies (RPs).* May be utilized at premises where a substance is handled that would be hazardous to health if introduced into the potable water system. The RP is normally used in locations where an air gap is impractical. The RP shall be effective against both back siphonage and backpressure.
- (1) RPs shall be sized to provide an adequate supply of water and pressure for the premises being served. Flow characteristics are not standard. Consult manufacturer's specifications for specific performance data.
  - (2) The assembly shall be readily accessible for testing and/or maintenance and shall be located in an area where water damage to building or furnishing would not occur from relief valve discharge. The property owner and/or lessee assume all responsibility for any damage caused by water discharge from an RP assembly. A Town approved air gap shall be located at the relief valve orifice of RP assemblies.
  - (3) No part of a reduced pressure principle backflow prevention assembly shall be submerged in water or installed in a location subject to flooding. RPs are typically installed above grade in well drained areas, but may be installed below grade (ground level) if a bore sight drain to daylight, is provided. The drain shall be of

adequate capacity to carry the full rated flow of the assembly and shall be screened on both ends.

- (4) Enclosures shall be designed for ready access and sized to allow for the minimum clearances established below. Removable protective enclosures are typically installed on the smaller assemblies. Daylight drain ports must be provided to accommodate full pressure discharge from the assembly.
  - (5) Assemblies two inches and smaller shall have at least six inch clearance on both sides and on top of the assembly, and 12 inches below and behind the assembly. All assemblies larger than two inches shall have a minimum of 12 inches on the backside, 24 inches on the test cock side, and the relief valve opening shall be at least 12 inches plus nominal size of assembly above the floor or highest possible water level. Headroom of six feet is required in vaults without a fully removable top. A minimum access opening of 36 inches is required on all vault lids.
  - (6) All RP assemblies must be tested in accordance with this policy. Tests are the responsibility of the assembly owner. The owner must notify the Town upon installation of any backflow prevention assembly.
  - (7) Variances from these specifications will be evaluated by the Town on a case-by-case basis. Any deviations must have prior written approval of the Town.
- (c) *Reduced pressure principle detector backflow prevention assemblies (RPDA)*. May be utilized in all installations requiring a reduced pressure principle backflow prevention assembly and detector metering.
- (1) RPDAs shall comply with the installation requirements applicable for reduced pressure principle backflow assemblies (RP).
  - (2) The line-size RP assembly and the bypass RP assembly must each be tested. A separate test report for each assembly must be completed by the certified tester.
- (d) *Double check valve backflow prevention assemblies (DC)*. May be utilized at premises where a substance is handled that would be objectionable, but not hazardous to health if introduced into the potable water system.
- (1) DCs must be sized to provide an adequate supply of water and pressure for premises being served. Consult manufacturer's specifications for specific performance data.
  - (2) Premises where an uninterrupted water supply is critical should be provided with two assemblies installed in parallel. Assemblies should be sized in such a manner

that either assembly will provide the minimum water requirements while the two together will provide the maximum flow required.

- (3) The assembly shall be readily accessible with adequate room for testing and maintenance. DCs may be installed below grade, providing all test cocks are fitted with brass pipe plus. All vaults shall be well drained, constructed of suitable materials, and sized to allow for the minimum clearances established below.
- (4) Assemblies two inches and smaller shall have at least six inch clearance below and on both sides of the assembly, and if located in a vault, the bottom of the assembly shall be not more than 24 inches below grade. All assemblies larger than two inches shall have a minimum clearance of 12 inches on the backside, 24 inches on the test cock side, and 12 inches below the assembly. Headroom of six feet is required in vaults without a fully removable top. A minimum access opening of 36 inches is required on all vault lids. "Y" pattern double check valve assemblies shall be installed so that the checks are horizontal and the test cocks face upward. These clearance standards apply to all assemblies installed in vaults, enclosures, and meter boxes.
- (5) Vertical installations of DCs are allowed only on sizes up to and including four inches that meet the following requirements:
  - a. Internally spring-loaded check valves;
  - b. Flow is upward through assembly;
  - c. Manufacturer states their assembly can be used in a vertical position;
  - d. Approved by Director.
- (6) All DCs must be tested in accordance with this policy. Tests are the responsibility of the assembly owner. The owner must notify the Town upon installation of any backflow prevention assembly.
- (7) Variances from these specifications will be evaluated by the Town on a case-by-case basis. Any deviations must have prior written approval of the Town.
- (e) *Double check detector backflow prevention assemblies (DCDA)*. May be utilized in all installations requiring a double check valve assembly and detector metering.
  - (1) DCDA's shall comply with the installation requirements applicable for double check valve assemblies (DCs).

- (2) The line-size DC assembly and the bypass DC assembly must each be tested. A separate test report for each assembly must be completed by the certified tester.
- (f) *Pressure vacuum breaker backflow prevention assemblies (PVB)*. May be utilized at point-of-use protection only and where a substance is handled that would be objectionable but not hazardous to health if introduced into the potable water system. PVBs protect against back siphonage only and shall not be installed where there is potential for backpressure.
  - (1) Assembly shall be installed a minimum of 12 inches above highest downstream piping.
  - (2) PVBs shall not be installed in an area subject to flooding or where damage would occur from water discharge.
  - (3) The assembly shall be readily accessible for testing and maintenance, with a minimum clearance of 12 inches all around the assembly.
  - (4) All PVBs must be tested in compliance with this policy. Tests are the responsibility of the assembly owner. The owner must notify the Town upon installation of any backflow prevention assembly.
  - (5) Variances from these specifications will be evaluated by the Town on a case-by-case basis. Any deviations must have prior written approval of the Town.
- (g) *Spill resistant pressure vacuum breaker backflow prevention assemblies (SVB)* may be utilized in all installations requiring a pressure vacuum breaker. SVBs shall comply with the installation requirements applicable for pressure vacuum breaker backflow prevention assemblies.

**Sec. 15. - Air gap separation.**

Air gaps provide maximum protection from backflow hazards and should be utilized at all locations where "high" hazardous substances are at risk of entering the potable water system:

- (1) An air gap separation shall be at least twice the diameter of the supply pipeline measured vertically above the top rim of the receiving vessel and in no case less than one inch. If splashing is a problem, tubular screens may be attached or the supply line may be cut at a 45-degree angle. The air gap distance is measured from the bottom of the angle. Hoses are not allowed.
- (2) Air gap separations shall not be altered in any way without prior approval from the Town and must be available for inspection at all reasonable times.

- (3) Side walls, ribs or similar obstructions do not affect air gaps when spaced from the inside edge of the spout opening a distance greater than three times the diameter of the effective opening for a single, or a distance greater than four times the effective opening for two intersecting walls.

#### **Sec. 16. - Fire suppression systems.**

- (a) All new installations of fire suppression systems which utilize the Town's potable water supply shall have an approved reduced pressure detector assemblies (RPDA) installed.
- (b) An approved double check detector assemblies (DCDA) may be utilized for fire sprinkler systems that provide for periodic flow-through of water throughout the system during each 24-hour period and where all piping is approved for potable water use by the plumbing code:
  - (1) It is the responsibility of all property owners and persons in charge of any premises to abide by the conditions of this policy. In the event of any changes to the plumbing system, it is the responsibility of the property owners to notify the Town. All costs associated with this policy and the purchase, installation, testing and/or repair of a RPDA device or a DCDA device is the responsibility of the property owner and persons in charge of any premises.
  - (2) Upon the approved installation of the RPDA device or a DCDA device, a cross-connection test report completed by a licensed fire line tester must be sent to the attention of the Town and include the information required by this policy.

#### **Sec. 17. - Fire hydrant protection.**

An approved reduced pressure detector assemblies (RPDA) shall be the minimum protection for fire hydrant water meters which are being used for a temporary water supply during any construction or other uses which would pose a potential hazard to the public water supply:

- (1) It is the responsibility of all persons engaging in the use and rental of a fire hydrant water meter to abide by the conditions of this policy. All fire hydrant water meter rentals shall meet the current requirements as provided for by the Town.
- (2) Only Town approved and authorized fire hydrant water meters with approved backflow prevention assemblies are allowed to be used within the Town limits.
- (3) All non-approved fire hydrant meters which are found to be in use in the Town will be confiscated and enforcement action taken against the responsible party, as allowed for in the enforcement section of this policy.

**Sec. 18. - Responsibilities of property owner/person in charge of premises.**

- (a) It is the responsibility of all property owners and/or persons in charge of any premises to abide by the conditions of this policy and to comply with the following:
  - (1) Payment of all costs associated with this policy and the purchase, installation, testing and repair of backflow prevention assemblies.
  - (2) Install and maintain all backflow prevention assemblies in accordance with this policy and acceptable industry practice.
  - (3) All backflow prevention assemblies on each premises must be tested at least annually. Such testing must be conducted by a certified cross-connection tester who is registered with the Town. Results of the test must be sent to the Town, upon the form provided by the Town, immediately after the test is complete.
  - (4) Maintain all backflow prevention assemblies in proper working order at all times, including repair as required.
  - (5) Maintain all backflow prevention assemblies in a manner, which allows them to be tested by a method that has been approved by the Town.
  - (6) All records related to backflow prevention assembly installation, testing and repair shall be maintained on the premises for a minimum of three years from the date of any given record.
- (b) Certified backflow prevention assembly tester shall comply with the following requirements:
  - (1) Annually register with the Town and pay the required fee per year of \$35.00
  - (2) Maintain testing equipment in proper working condition/calibration. Test gages must be calibrated at least once each year.
  - (3) Maintain the design and/or operation characteristics of an assembly.
  - (4) Ensure that devices are tested according to accepted industry practice and TCEQ regulations.
  - (5) Enter required testing data, including without limitation, test gauge serial numbers, on cross-connection test forms obtained from the Town.
  - (6) Report test results to the Town within 15 days of testing.
  - (7) Provide a copy of the completed test report to the property owners and/or persons in charge of any premises.

- (8) Maintain testing and/or repair records for a minimum of three years from the date of any given record.

**Sec. 19. - Backflow prevention assembly tester certification; registration required.**

Only approved TCEQ licensed backflow prevention assembly testers can test backflow prevention assemblies in the Town. Testers must register annually with the Town, provide proof of TCEQ certification, and provide proof that testing equipment is able to maintain a calibration of plus or minus 0.2 psid accuracy and pay an annual, nonrefundable, tester registration fee as required.

**Sec. 20. - Fees.**

There shall be an annual nonrefundable registration fee of \$25.00 for each nonresidential backflow prevention assembly device. This fee may appear on the monthly Town water/sewer bill and relates solely to the matters covered in this policy and are separate from other fees chargeable by the Town.

**Sec. 21. - Compliance for lawn irrigation.**

A permit must be obtained from the Town, for all lawn irrigation system installations. Such permit shall be issued by the Town's building inspection department. Installation requirements must comply with the current Town plumbing code and/or guidelines for the appropriate device found in this policy. Interconnections of the potable water supply with an alternate water source are prohibited unless appropriate backflow protection is installed. High hazard backflow protection devices must be installed if any mechanical injection stations are used with the irrigation system.

**Sec. 22. - Mobile units.**

The connection of a mobile unit to any potable water system is prohibited unless such connection is protected by an air gap or an approved backflow prevention assembly. Prior approval and annual device testing of any backflow prevention assembly must be received from the Town before connecting to any potable water system.

**Sec. 23. - Enforcement.**

- (a) This policy shall be enforced by the Town Manager, or his designee.
- (b) The Town shall require the inspection and or cause to be tested, all backflow prevention assemblies installed pursuant to the requirements of this policy. For new facilities, permanent water service shall not be provided until all backflow prevention assemblies have been tested, approved and are operational. Except in cases where the testing of

backflow prevention assemblies must be delayed until the installation of internal production or auxiliary equipment, the regulatory authority shall not approve a certificate of occupancy until all backflow prevention assemblies have been tested, approved and are operational. The Town shall not be liable for damage caused to any backflow prevention assembly as a result of the inspection, testing and/or examination.

**(c) Violations:**

- (1)** A person commits an offense if there is failure to maintain backflow prevention assemblies in compliance with this policy.
- (2)** A person commits an offense if there is failure to comply with a repair order issued by the Town.
- (3)** A person commits an offense if backflow from premises owned, operated or managed by the person enters the public water supply system.
- (4)** A person commits an offense if there is a failure to pay any fees required by this policy.
- (5)** A person commits an offense by violating any section of this policy.
- (6)** A person commits an offense if discontinued or disconnected water service to premises under this policy is reinstated, except as directed in writing by the Town.
- (7)** A person in charge of any facility commits an offense by allowing an unregistered tester to perform testing work on their property.
- (8)** A person commits an offense by testing backflow prevention assembly within the Town without being registered with the Town.
- (9)** A person commits an offense by testing backflow prevention assembly within the Town without being certified by the TCEQ.

**(d) Penalty:** The water service may be discontinued for any premises and/or property where:

- (1)** The property owner or occupant fails to test an installed backflow prevention assembly.
- (2)** The backflow prevention assembly does not pass the test, and the property owner or occupant fails to make the necessary repairs to the device within the time period specified by the Town, but in no case more than ten days after the test indicates that the backflow prevention assembly is not working properly.

- (3) The Town discovers that a cross connection exists on the property that represents an immediate health hazard if the water service remains connected.
  - (4) The Town discovers that a cross connection exists on the property and the property owner or occupant fails to install the proper backflow prevention device within the time period specified by the Town.
- (e) A certified tester's registration may be reviewed and revoked by the Town if it is determined that the tester has:
- (1) Falsely, incompletely, or inaccurately reported assembly reports;
  - (2) Used inaccurate gauges;
  - (3) Used improper testing procedures; or
  - (4) Created a threat to public health or the environment.

#### **Sec. 24. - Penalty.**

Any person, firm, corporation or business entity violating this policy shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of \$2000.00, unless the violation relates to fire safety, zoning or public health and sanitation, including dumping and refuse, in which the fine shall not exceed the sum of \$5,000.00. Each continuing day's violation under this policy shall constitute a separate offense. The penal provisions imposed under this policy shall not preclude the Town from filing suit to enjoin the violation. The Town retains all legal rights and remedies available to it pursuant to local, state and federal law.

#### **Sec. 25. – Existing Facilities.**

Any existing residential or non-residential property within the Town of Little Elm's jurisdictional boundaries must comply with this document in its entirety and the Town adopted plumbing code whichever is more stringent

#### **Sec.26.-Right of Entry.**

The Town of Little Elm will have the right of entry on to private property for the purpose of conducting the inspection of premises, inside and out, as well as inspection of backflow devices. Prior to the Town of Little Elm establishing water service with any customer a Right of Entry application must be completed. Without the Right of Entry application completed no water service will be allowed. The Right of Entry is to assure that all customers are in compliance with this document and so that the Town can determine possible health risk and eliminate them with appropriate backflow measures.

**TOWN OF LITTLE ELM, TEXAS**

**ORDINANCE NO. 1098**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, ADOPTING A CROSS CONNECTION CONTROL POLICY TO REQUIRE THE INSTALLATION OF BACKFLOW PREVENTION ASSEMBLIES WHERE DEEMED APPROPRIATE AND NECESSARY; FOR THE INSTITUTION OF PENALTIES AND/OR THE DISCONNECTION OF WATER SERVICE FOR NONCOMPLIANCE WITH THE PROVISIONS OF THE CROSS CONNECTION CONTROL POLICY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SAVINGS AND A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Little Elm, Texas (“Town”), is a home-rule city possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of the Texas Local Government Code, and the Home Rule Charter for the Town of Little Elm, Texas; and

**WHEREAS**, the Town is required by the Texas Commission on Environmental Quality (“TCEQ”) in Title 30, Chapter 290 of the Texas Administrative Code, governing Rules and Regulations for Public Water Systems, to protect the Town’s potable drinking water system and is authorized to adopt regulations for water distribution and backflow prevention and testing including, but not limited to, the adoption and institution of a backflow/cross connection control program; and,

**WHEREAS**, pursuant to Chapter 54 of the Texas Local Government Code and the Town’s Home Rule Charter, the Town is authorized to adopt such ordinances necessary to preserve and ensure that the Town’s potable water resources are maintained at the highest quality standards and in full compliance with TCEQ standards of acceptable water resources; and

**WHEREAS**, the Town desires to implement such a backflow/cross connection control program, setting out restrictions with which each water customer must comply to avoid unacceptable practices that are prohibited by State regulation and Town standards; and

**WHEREAS**, as all users of the Town’s water system, in order to connect their private plumbing systems to the Town’s water system, must have their private plumbing systems inspected by the Town, the Town desires to adopt a Customer Service Inspection Certification to be utilized by Town inspector’s as part of the Town’s Customer Service Inspection process; and

**WHEREAS**, a Customer Service Inspection will be performed on all water service connections in order to determine the appropriate type of Backflow Prevention Assembly required to eliminate cross-connections or prevent backflow; and

**WHEREAS**, as there will be no “grandfathering” of existing buildings and residences, an Inspection Survey Report will be filled out for all existing facilities that will be kept on file with

the Town in the appropriate forms contained in Appendix A in the Cross Connection Control Policy; and

**WHEREAS**, the Town recognizes the importance of protecting the Town's public water supply from the possibilities of contamination or pollution within the Town's water customer's internal distribution systems or customer's private water systems, as such systems can contain pollutants and other unacceptable contaminants that could backflow in the Town's public water system, which could affect the overall water integrity of the Town's potable drinking water; and

**WHEREAS**, the Town has determined that there exists an urgent need to adopt a Cross Connection Control Policy; and

**WHEREAS**, the Town desires to adopt the Cross Connection Control Policy, which is attached hereto as ***Exhibit A***, as official Town policy for the protection of the Town's drinking water supply; and

**WHEREAS**, the Town has investigated and determined that the adoption, implementation and enforcement of a Cross Connection Control Policy will be advantageous and beneficial to the Town's residents, and will protect the public health, safety, and welfare.

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

**Section 1. Incorporation of Premises.** All of the above premises are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

**Section 2. Adoption.** The Town hereby approves and adopts the Town of Little Elm Cross Connection Control Policy (hereinafter referred to as the "Policy"), which is attached hereto and incorporated herein for all purposes as ***Exhibit A***. The Town commits to implement the requirements and procedures set forth in the adopted Policy.

**Section 3. Penalty Provision.** Any customer, defined pursuant to 30 Texas Administrative Code Chapter 290.44, failing to comply with the provisions of the Policy shall be subject to a fine not to exceed Two Thousand Dollars (\$2,000) and/or discontinuance of water service by the Town. Proof of a culpable mental state is not required for a conviction of an offense under this ordinance. Each day a customer fails to comply with the Policy is an offense. The Town's authority to seek injunctive or civil relief available under the law is not limited by this section.

**Section 4. Enforcement.** Mandatory water use restrictions may be enforced by any combination of warnings, reconnection fees, suspension of service, citations, monetary penalties and other fees. An escalation of warnings may be used to warn, educate and then enforce restriction if warnings are not heeded. Penalties mentioned in Section 3 of this ordinance in addition to reconnections fees may be given to those that violate the Policy. The Town maintains the right, at any level of violation, to disconnect irrigation system(s) and/or total water service to a customer with reconnection fees and possible monetary penalties. The Town's Code

Enforcement Officer or other Town Staff as designated by the Town Manager may implement any provision of the enforcement process of the Policy.

**Section 5. Filing Ordinance and Policy with TCEQ.** The Town Manager or his designee is hereby directed to file a copy of the Policy and this ordinance with the Texas Commission on Environmental Quality in accordance with Title 30, Chapter 288 of the Texas Administrative Code.

**Section 6. Repealer Clause.** Any provision of any prior Town ordinance, whether codified or un-codified, which are in conflict with any provision of the ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the Town's ordinances, whether codified or un-codified, which are not in conflict with the provision of this ordinance, shall remain in full force and effect.

**Section 7. Savings.** This ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

**Section 8. Severability.** The sections, paragraphs, sentences, phrases, clauses and words of this ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the Town Council hereby declares that it would have passed such remaining portions of this ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**Section 9. Effective Date.** This ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

**PASSED, APPROVED AND ADOPTED by the Town Council of the Town of Little Elm, Texas, on this the \_\_\_\_ day of 2012.**

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Charles Platt, Mayor

ATTEST:

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Kathy Phillips, Town Secretary

APPROVED AS TO FORM:

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Robert F. Brown, Town Attorney

## Appendix B : Assessment of Hazards and Selection of Assemblies

The following table lists many common hazards. It is not an all-inclusive list of the hazards which may be found connected to public water systems.

Premises Isolation: Description of Premises	Assessment of Hazard	Required Assembly
Aircraft and missile plants	Health	RPBA or AG
Animal feedlots	Health	RPBA or AG
Automotive plants	Health	RPBA or AG
Breweries	Health	RPBA or AG
Canneries, packing houses and rendering plants	Health	RPBA or AG
Commercial car wash facilities	Health	RPBA or AG
Commercial laundries	Health	RPBA or AG
Cold storage facilities	Health	RPBA or AG
Connection to sewer pipe	Health	RPBA or AG
Dairies	Health	RPBA or AG
Docks and dockside facilities	Health	RPBA or AG
Dye works	Health	RPBA or AG
Food and beverage processing plants	Health	RPBA or AG
Hospitals, morgues, mortuaries, medical clinics, dental clinics, veterinary clinics, autopsy facilities, sanitariums, and medical labs	Health	RPBA or AG
Metal manufacturing, cleaning, processing, and fabrication plants	Health	RPBA or AG
Microchip fabrication facilities	Health	RPBA or AG
Paper and paper products plants	Health	RPBA or AG

**Appendix A: Hazard Assessment and Assembly Selection**

Petroleum processing or storage facilities	Health	RPBA or AG
Photo and film processing labs	Health	RPBA or AG
Plants using radioactive material	Health	RPBA or AG
Plating or chemical plants	Health	RPBA or AG
Pleasure-boat marinas	Health	RPBA or AG
Private/Individual/Unmonitored wells	Health	RPBA or AG
Rainwater harvesting system	Health	RPBA or AG
Reclaimed water systems	Health	RPBA or AG
Restricted, classified or other closed facilities	Health	RPBA or AG
Rubber plants	Health	RPBA or AG
Sewage lift stations	Health	RPBA or AG
Sewage treatment plants	Health	RPBA or AG
Slaughter houses	Health	RPBA or AG
Steam plants	Health	RPBA or AG
Tall buildings or elevation differences where the highest outlet is 80 feet or more above the meter	Nonhealth	DCVA

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Internal Protection - Description of Cross-Connection	Assessment of Hazard	Required Assembly
Aspirators	Nonhealth†	AVB
Aspirator (medical)	Health	AVB or PVB
Autoclaves	Health	RPBA
Autopsy and mortuary equipment	Health	AVB or PVB
Bedpan washers	Health	AVB or PVB
Connection to industrial fluid systems	Health	RPBA

**Appendix A: Hazard Assessment and Assembly Selection**

Connection to plating tanks	Health	RPBA
Connection to salt-water cooling systems	Health	RPBA
Connection to sewer pipe	Health	AG
Cooling towers with chemical additives	Health	AG
Cuspidors	Health	AVB or PVB
Degreasing equipment	Nonhealth†	DCVA
Domestic space-heating boiler	Nonhealth†	RPBA
Dye vats or machines	Health	RPBA
Fire-fighting system (toxic liquid foam concentrates)	Health	RPBA
Flexible shower heads	Nonhealth†	AVB or PVB
Heating equipment		
Commercial	Nonhealth†	RPBA
Domestic	Nonhealth†	DCVA
Hose bibs	Nonhealth†	AVB
Irrigation systems		
with chemical additives	Health	RPBA
without chemical additives	Nonhealth†	DCVA, AVB, or PVB
Kitchen equipment - Commercial	Nonhealth†	AVB
Lab bench equipment	Health or Nonhealth†	AVB or PVB
Ornamental fountains	Health	AVB or PVB
Swimming pools		
Private	Nonhealth†	PVB or AG
Public	Nonhealth†	RPBA or AG
Sewage pump	Health	AG
Sewage ejectors	Health	AG
Shampoo basins	Nonhealth†	AVB
Specimen tanks	Health	AVB or PVB

**Appendix A: Hazard Assessment and Assembly Selection**

Steam generators	Nonhealth†	RPBA
Steam tables	Nonhealth†	AVB
Sterilizers	Health	RPBA
Tank vats or other vessels containing toxic substances	Health	RPBA
Trap primers	Health	AG
Vending machines	Nonhealth†	RPBA or PVB
Watering troughs	Health	AG or PVB

NOTE: AG = air gap; AVB = atmospheric vacuum breaker; DCVA = double check valve backflow prevention assembly; PVB = pressure vacuum breaker; RPBA = reduced-pressure principle backflow prevention assembly.

\*AVBs and PVBs may be used to isolate health hazards under certain conditions, that is, backsiphonage situations. Additional area of premises isolation may be required.

†Where a greater hazard exists (due to toxicity or other potential health impact) additional area protection with RPBA is required.



# TOWN OF LITTLE ELM

Public Works Department  
100 W. Eldorado Pkwy.  
Little Elm, Texas 75068  
972-377-5556

Friday, April 06, 2012

-

(Customer Name)

(Customer Mailing Address)

Re: Cross-Connection Control Program Preliminary Notice

Dear (Customer),

The Town of Little is instituting a program for the protection of the public water supply from the hazards associated with cross-connections. The program is being implemented as a result of Federal and State regulations regarding cross-connection and backflow control. The end result of these changes will be a safer water supply system for everyone.

In accordance with the Town's Cross Connection Control Ordinance #1098 and provisions contained in the Cross-Connection Control Program, authorized representatives of the Town to inspect the potable water system on your premises. These inspections will be carried out during normal business hours.

Should you have any questions or need additional information please contact the Public Works Department at (972-377-5556). Your cooperation in this matter is greatly appreciated.

Sincerely,

Kevin C. Mattingly  
Director of Public Works



# TOWN OF LITTLE ELM

Public Works Department  
100 W. Eldorado Pkwy.  
Little Elm, Texas 75068  
972-377-5556

Friday, April 06, 2012

(Customer Name)  
(Customer Mailing Address)

Re: Cross-Connection Control Program Premises Inspection Results — Backflow  
Prevention Device Required

Dear (Customer Name),

The results of our (Inspection Date) inspection of your premises indicates that a backflow prevention device is required based on the hazard categorization of your service connection. You must have installed and test for proper operation a (type of backflow prevention device) backflow prevention device not later than (Today's Date + 30 Days). The backflow prevention device must be installed and tested by an individual approved by the Town. A list of approved individuals who install and test these devices and a Backflow Prevention Device Inspection Report are enclosed for your use. Please have an approved inspector complete the form and then return the original to the Public Works Department, keeping any copies for your records.

Should you have any questions or need additional information please contact the Public Works Department at (972-377-5556). Thank you for your cooperation.

Sincerely,

Kevin C. Mattingly  
Director of Public Works

Enclosed  
(copy of approved backflow prevention devices)  
(copy of approved backflow prevention device testers list)  
(Backflow Prevention Device Inspection Report)



# TOWN OF LITTLE ELM

Public Works Department  
100 W. Eldorado Pkwy.  
Little Elm, Texas 75068  
972-377-5556

Friday, April 06, 2012

(Customer Name)  
(Customer Mailing Address)

Re: Cross-Connection Control Program Final Notice

Dear (Customer Name),

Our records indicate that your deadline for compliance with the City's Cross-Connection Control Program expired on (Expiration Date). Please contact an approved, licensed cross connection inspector to set up to have an inspection completed. Failure to supply the Town with a copy of completed inspection by (Today's Date +14 Days) will result in the termination of your water service. Water service will not be re-established until your service is brought into compliance with the Cross-Connection Control Program. Your cooperation in this matter is appreciated.

Sincerely,

Kevin C. Mattingly  
Director of Public Works



# TOWN OF LITTLE ELM

Public Works Department  
100 W. Eldorado Pkwy.  
Little Elm, Texas 75068  
972-377-5556

Friday, April 06, 2012

(Customer Name)  
(Customer Mailing Address)

Re: Cross-Connection Control Program Testing of Backflow Prevention Devices

Dear (Customer Name),

Our records indicate that your backflow prevention device was last tested for proper operation on (Last Inspection Date). The City's Cross-Connection Control Program requires that backflow prevention devices be tested on an annual basis by a person approved by the Town. Accordingly, you are required to have your backflow prevention device tested and the attached inspection form filled out and returned to this office no later than (Today's Date + 30 Days). A list of approved individuals who install and test these devices and a Backflow Prevention Device Inspection Report are enclosed for your use. Please have an approved inspector complete the form and then return the original to the Public Works Department, keeping any copies for your records.

Should you have any questions or need additional information please contact the Cross-Connection Control Program Administrator at (phone number). Thank you for your cooperation.

Sincerely,

Kevin C. Mattingly  
Director of Public Works

Enclosed.  
(copy of approved backflow prevention devices)  
(copy of approved backflow prevention device testers list)  
(Backflow Prevention Device Inspection Report)

Figure: 30 TAC §290.47(d)

### Customer Service Inspection Certificate

Name of PWS \_\_\_\_\_

PWS I.D.# \_\_\_\_\_

Location of Service \_\_\_\_\_

Reason for Inspection:    New construction ..... ☐  
                                      Existing service where contaminant hazards are suspected ..... ☐  
                                      Major renovation or expansion of distribution facilities ..... ☐

I \_\_\_\_\_, upon inspection of the private water distribution facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge:

Compliance	Non-Compliance		
<input type="checkbox"/>	<input type="checkbox"/>	(1)	No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with Commission regulations.
<input type="checkbox"/>	<input type="checkbox"/>	(2)	No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention assembly tester.
<input type="checkbox"/>	<input type="checkbox"/>	(3)	No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
<input type="checkbox"/>	<input type="checkbox"/>	(4)	No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988.
<input type="checkbox"/>	<input type="checkbox"/>	(5)	No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.

I further certify that the following materials were used in the installation of the private water distribution facilities:

Service lines    Lead ☐    Copper ☐    PVC ☐    Other ☐  
                       Solder        Lead ☐    Lead Free ☐    Solvent Weld ☐    Other ☐

I recognize that this document shall become a permanent record of the aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.

Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Inspector  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Registration Number  
\_\_\_\_\_  
Type of Registration

2012 Preliminary Impact Assessment  
Cross Connection Program

COMMERCIAL						LEISD	
<u>PLANET TAN</u>	<u>LITTLE ELM PET CLINIC</u>	<u>HEALTHY PAWS VET CLINIC</u>	<u>RETRACTABLE INC.</u>	<u>Burger King / Popeye's</u>	<u>Los Jalapenos</u>	<u>Lakeview Elementary</u>	<u>Collin Powell</u>
Rpz needs to be tested. <u>Cross connection control policy. Sec 8.A.1-5</u>	Existing double check valve is a 3/4" in parking lot, needs to trace water line into building and install RPZ. <u>Appendix B: Assessment of Hazards and selection of assemblies.</u>	Domestic line double check valve assembly needs changed to a 1 1/2" RPZ. <u>Appendix B: Assessment of Hazards and selection of assemblies.</u>	Lobo irrigation 2" double check valve assembly needs to be tested. <u>Cross connection control policy. Sec 8.A.1-5</u>	3/4" Double Check Valve Assembly needs tested. <u>Cross connection control policy. Sec 8.A.1-5</u>	3/4" double check valve assembly needed for the domestic line. Also needs to be tested. <u>Cross connection control policy. Sec 8.A.1-5. Sec.14. (A)(2)</u>	4" Double check valve assembly on domestic line needs to be tested. The vault needs to be well drained as well. <u>Cross connection control policy. Sec 8.A.1-5, Sec.14.- Installation guidelines and requirements- (d)(3)</u>	2" Double check valve assembly needed on the domestic line for the school. The double check will also need to be tested. <u>Cross connection control policy. Sec 8.(A)(1-5) Sec.14. (A)(2)</u>
\$175.00 To test the Rpz	\$400.00 To install Rpz inside or outside.	\$1075.00 To install Rpz outside with a cover box.	\$175.00 To test the assembly.	\$125.00 to test the double check and to bring it to regulation	\$425.00 to install the 3/4" double check valve and to have it tested.	\$175.00 to test the 4" double check in the vault.	\$1500.00 to install the double check and also to have it tested.
	The existing double check in the parking lot needs to be taken out and replaced with a strait piece of pipe.	Double check for irrigation needs uncovered and tested. Also have addequate space for testing. <u>Sec.14.- Installation guidelines and requirements- (d)(3)</u>	Domestic main line to front building off Lobo Ln has a single check and should be changed to a 2" Rpz and needs to be tested. Also needs cover box for insulation. <u>Appendix B: Assessment of Hazards and selection of assemblies.</u>	1 1/2" Rpz needs tested and have a wrap jacked installed. <u>Cross connection control policy. Sec 8.A.1-5</u>	1/2" Rpz for the soda machine needs to be tested. <u>Cross connection control policy. Sec 8.A.1-5</u>	The two double check valve assemblies on the irrigation needs uncovered and also tested. <u>Sec.14.- Installation guidelines and requirements- (d)(3) . Cross connection control policy. Sec. 8.A.1-5</u>	
	\$200.00 To take the double check out of the parking lot and fill hole in.	\$350.00 To meet the requirements.	\$1150 For the replacement of single check, cover box, and testing the device.	\$125.00 to test the Rpz and install the wrap jacket.	\$125.00 to test the Rpz.	\$350.00 for both test on the double checks including the clearing of the dirt for adequate testing room.	
	1/2" Rpz under X-Ray machine needs to be tested. <u>Sec.8. (A)(1-5) of the cross connection control policy.</u>		The front chill room has a double check up near the ceiling and needs to be replaced with a 1" Rpz and also tested. <u>Appendix B: Assessment of Hazards and selection of assemblies.</u>	Rpz's on soda machines need to be tested. <u>Cross connection control policy. Sec 8.A.1-5</u>			
	\$175.00 To test the Rpz		\$750.00 To meet the requirements needed.	\$250.00 for both test on the Rpz's to bring it to regulation.			
			2" Double check for irrigation in back of property on 2nd building needs adequate space for testing and needs to be tested. <u>Sec.14.- Installation guidelines and requirements- (d)(3) . Cross connection control policy. Sec. 8.A.1-5</u>				
			\$350.00 To meet the requirements needed				
			1" Domestic line for add on needs 1" Rpz and needs to be tested. <u>Cross connection control policy. Sec 8.A.1-5</u>				
			\$875.00 To meet the requirements needed.				
			In the add on chill room there is a 3/4" Rpz that needs to be tested. <u>Cross connection control policy. Sec 8.A.1-5</u>				
			\$175.00 To meet the requirements needed.				
<u>Total Impact Price</u>	<u>Total Impact Price</u>	<u>Total Impact Price</u>	<u>Total Impact Price</u>	<u>Total Impact Price</u>	<u>Total Impact Price</u>	<u>Total Impact Price</u>	<u>Total Impact Price</u>
<u>\$175.00</u>	<u>\$775.00</u>	<u>\$1,425.00</u>	<u>\$3,475.00</u>	<u>\$500.00</u>	<u>\$550.00</u>	<u>\$525.00</u>	<u>\$1,500.00</u>

# TOWN OF LITTLE ELM

## AGENDA INFORMATION SHEET:

### COUNCIL MEETING

**DATE:** May 15, 2012

**PROJECT:** Freese & Nichols Presentation on Hazard Mitigation Action Plan (HMAP)

**DESCRIPTION:** The Town of Little Elm has recently started the process of developing a Hazard Mitigation Action Plan (HMAP). Town officials hope that the development of this plan will make Little Elm more resilient to the unavoidable natural hazards and hope to better mitigate damages from those future events. The HMAP serves as a preparatory measure to ensure that the Town limits damages when natural hazards impose danger on the community.

To start the mitigation plan off on the right foot, a steering committee of integral Little Elm officials and citizens has been formed to help direct this process in the most effective manner possible. The steering committee will work together to develop goals for the mitigation plan and to select the natural hazards that loom the largest or most common threat to Little Elm. The HMAP will also help to identify Town assets and critical facilities, assess the risk of selected natural hazards on those assets, and identify mitigation strategies to reduce those risks.

The presentation is to educate the council on the mitigation planning process and to invite opportunities for public input in the planning process. This meeting will be open to the public and will also serve as a forum for the public to voice their opinions and concerns about the HMAP. Public input is vitally important to help shape the plan, and without public comments, this process will not be nearly as effective.

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:** N/A

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

**SCHEDULE:** FNI working on start on Step 1 through 3 while FEMA is processing the grant application.

**RECOMMENDED ACTION:** N/A

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

**ATTACHMENTS:** 1. Presentation

# Hazard Mitigation Action Plan

## TOWN OF LITTLE ELM

May 15, 2012





- Better inform the public on the process and purpose of mitigation planning
- To allow the public and council to comment and help shape the Town's HMAP as the document will serve all citizens."



- Disaster Mitigation Act of 2000
- HMAP: What, Why, and How?
- Progress to Date
- HMAP Goals
- Selected Natural Hazards



- Requires all local governments to prepare a Hazard Mitigation Action Plan (HMAP)
- An HMAP is required for HMGP Funding
- Intended to help communities minimize loss of life and property due to natural hazards

# What is an HMAP?



- **Hazard Mitigation Action Plan**
- FEMA program to address natural hazards
- Develop mitigation actions to minimize property damage and loss of life caused by disasters
- Led by a steering committee with guidance from consultants
- Relies on the community and involves public input

## Why are we creating an HMAP?



- To help reduce Little Elm's vulnerability to natural hazards that threaten the community
- A FEMA approved HMAP opens the door to many different types of FEMA funding

## How is the HMAP being created?



1. Establishment of goals and objectives
2. Hazard identification and profiling
3. Asset identification and loss estimation (Risk Assessment)
- 4. Development of mitigation strategies**
5. Prepare draft plan and submit to TDEM (state) and FEMA (federal) for approval
6. Address comments from state and federal
7. Adopt the final plan



## March 23, 2012 – Project Kick-off

- Develop project schedule
- Begin steering committee selection process
- Draft preliminary HMAP goals

## April 19<sup>th</sup>, 2012 – First meeting of steering committee

- HMAP goals finalized
- Four (4) natural hazards selected for HMAP

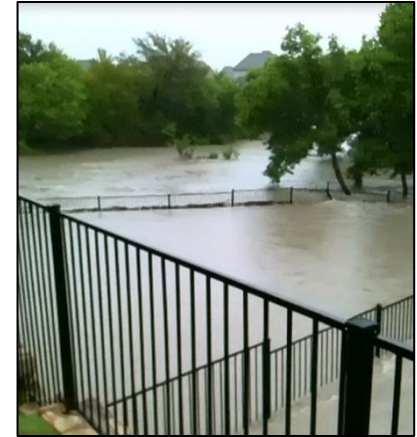


1. Protect the health and safety of the public
2. Facilitate sustainable growth
3. Protect established development
4. Educate the public about mitigation
5. Reduce future damages from natural events

# Selected Hazards



- Four (4) hazards selected by the steering committee;
  1. Tornadoes and High Winds
  2. Extreme Heat and Drought
  3. Severe Winter and Ice Storms
  4. Flooding



We are currently in the process of drafting hazard profiles. It's not too late for valuable input!



## Information to the public:

- HMAP page on [www.littleelm.org](http://www.littleelm.org)
- Signs throughout the community advertising public meeting
- Council meeting open to public discussion





## **QUESTIONS**

- Questions on the What/Why/How of an HMAP
- Questions about the selected hazards or goals
- Other questions

## **COMMENTS**

- Comments regarding goals
- Comments regarding hazards



1. Discuss public comments with steering committee
2. Finalize hazard profiles based on public comments
3. Risk assessment: Identify Town assets and estimate losses due to identified hazards
4. Develop a minimum of two mitigation actions for each identified hazard
5. Submit for approval by TDEM
6. Submit for approval<sup>97</sup> by FEMA

# **TOWN OF LITTLE ELM**

## **AGENDA INFORMATION SHEET:**

### **COUNCIL**

**MEETING DATE:** May 15, 2012

### **PROJECT:**

**Construction Manager at Risk contract with Starling Richardson and Guaranteed Maximum Price Amendment #1 for the Town's Animal Shelter, Water Utility Billing and Town Hall Reconfiguration**

### **DESCRIPTION:**

The Town selected Starling Richardson as the Construction Manager at Risk (CM@R) contractor on Tuesday, March 20, 2012 for assistance during the design with our project team on the Animal Shelter, Water Utility Billing and Town Hall Reconfiguration, Library Expansion and Various Remodel Projects.

Construction Manager at Risk (CM@R) is a construction delivery method which entails a commitment by the construction manager to deliver the projects within a Guaranteed Maximum Price (GMP). The construction manager acts as a consultant to the Town in the development and design phases (preconstruction phase) and as a general contractor during the construction phase. The construction manager must manage and control construction costs to not exceed the GMP. The CM@R has been involved during the preconstruction phase to help advise the project team on budget and potential design suggestions that could save cost on the project without having to go through the general bid process to find out if the project scope is above the budget. The construction manager produces public bid packages for all the subcontractor work. This method of delivery is used by several Towns and Cities to eliminate the adversary relationship that can occur between the general contractor and the owner, manage the project's time in an efficient manner, and control budget costs.

The Guaranteed Maximum Price (GMP) Amendment #1 is an addition to a series of contract documents starting with the Little Elm Construction Manager at Risk Agreement, the Standard Form of Agreement between the Owner and Construction Manager (AIA Document A133-2009) with Exhibit A, and the General Conditions of the Contract for Construction for each building project (AIA Document A201-2007), and Supplementary Conditions to AIA Document A133-2009.

The Guaranteed Maximum Price (GMP) is for the construction of the Town's Animal Shelter, Water Utility Billing and Town Hall Reconfiguration. It includes all of the general contractor's general condition costs, subcontractor costs, and a four and a half percent (4.5%) fee for profit. General condition costs include items such as direct salary of employees working directly on the project, materials, and equipment.

The following items had to be reduced in the scope of the animal shelter to get it within budget; staff will work with contractor to continue to lower cost to hopefully add in the items late in the project:

1. Automatic Gate Opener
2. Acoustical Metal Ceiling in Kennel Area
3. Acoustical Metal Wall Panels in Kennel Area
4. Sealed concrete instead of a resin/stained concrete in "back of the house"
5. No flagpoles
6. Move Refrigeration to alternative if funding is available
7. Move the synthetic turf in outside dog run to alternative item if funding is available
8. Reduce HVAC control system
9. Security Controls and cameras; data cabling

The Guaranteed Maximum Price of both buildings is within the budget of the project and includes thirteen percent (\$42,326.00) in contingency for the Water Utility Billing and Town Hall Reconfiguration and one percent (\$15,000.00) for the Animal Shelter.

**COST:** **\$1,070,000.00 (Animal Shelter)**  
**\$325,000.00 (Water Utility Billing and Town Hall Reconfiguration)**

**FUNDING:** **Acct. Name & No**  
Animal Shelter  
870-6728-87-45  
Library Remodel  
870-6728-87-41

**SCHEDULE:** Amendment includes a substantial completion date of February 26, 2013 (9 months) for the Animal Shelter and September 24, 2012 (4 months) and with final completion 30 days after final punch list.

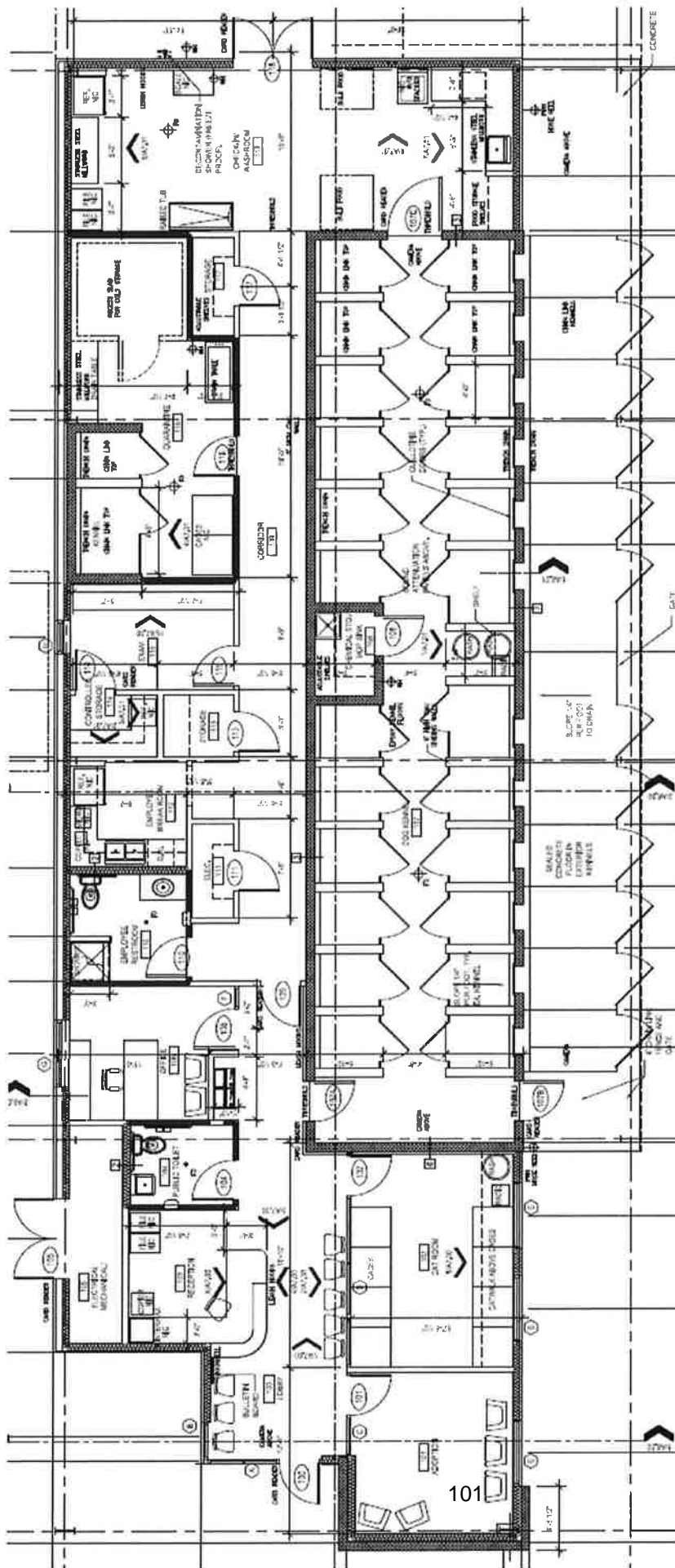
**RECOMMENDED**

**ACTION:** Staff recommends Council approve the Construction Manager at Risk contract and Guaranteed Maximum Price Amendment #1 for the Town's Animal Shelter in the amount of \$1,070,000 and Amendment #2 for the Water Utility Billing and Town Hall Reconfiguration in the amount of \$325,000 between the Town of Little Elm and Starling Richardson 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. Guaranteed Maximum Price Amendment #1 & #2
2. Construction Manager at Risk Agreement
3. Exhibits





**TOWN OF LITTLE ELM, TEXAS**

**CONSTRUCTION MANAGER AT RISK AGREEMENT**

For the consideration hereinafter set forth, Starling Richardson Construction, Inc. ("Contractor" or "Construction Manager"), a Texas corporation with an office in Richardson, Texas, agrees to provide construction services to the TOWN OF LITTLE ELM, TEXAS ("Town" or "Owner"), for the project(s) and work identified in this Construction Manager at Risk Agreement ("Agreement"). This Agreement is effective as of May 9th, 2012, and unless earlier terminated pursuant to the provisions hereof, shall continue through the completion of performance of the Work specified hereunder.

**WHEREAS**, Owner desires to obtain professional construction and construction manager services from Contractor for the Animal Shelter-AS#870-87-45, Library Renovations-LR#870-87-41 project ("Project"); and Miscellaneous Remodels - MR#870-87-46

**WHEREAS**, Contractor is a construction firm selected to provide such services, based upon Contractor's municipal experience, references and qualifications, and is willing to undertake the performance of such services for Owner in exchange for payment and fees as hereinafter specified.

**NOW, THEREFORE**, in consideration of the covenants and agreements contained herein and in the Contract Documents, and subject to the terms and conditions hereinafter stated, Owner and Contractor do mutually agree as follows:

**ARTICLE 1. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE**

The term "Contract Documents" shall include and consist of the following documents:

1. This Agreement;
2. Standard Form of Agreement Between Owner and Construction Manager as Constructor, AIA Document A133-2009, and Exhibit A, the Guaranteed Maximum Price Amendment attached thereto;
3. The General Conditions of the Contract for Construction, AIA Document A201-2007, dated May 9th, 2012. Whenever the term "AIA Document A201-2007, General Conditions of the Contract for Construction" or similar reference is used in the Contract Documents, including but not limited to the Standard Form of Agreement Between Owner and Construction Manager as Constructor, AIA Document A133-2009, and Exhibit A, the Guaranteed Maximum Price Amendment attached to A133-2009, then such reference shall mean the AIA Document A201-2007 referenced in this section.
4. Supplementary Conditions to AIA Document A133-2009;

5. Any Addenda adopted and agreed to by Owner and Contractor applicable to the Project;
6. The Specifications contained in the Project Manual adopted and agreed to by Owner and Contractor applicable to the Project;
7. The Drawings adopted and agreed to by Owner and Contractor applicable to the Project;
8. Other documents that form part of the Contract Documents:
  - a. Contractor's Qualification Statement;
  - b. Advertisement for Bids;
  - c. Instruction to Bidders;
  - d. Bid form;
  - e. Certified Sealed Proposal submitted by Contractor; and
9. Other amendments and/or modifications to the above documents as are agreed upon by Contractor and Owner.

These Contract Documents are incorporated by reference into this Agreement as if set out herein in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above. In the case of inconsistency between the documents that is not resolved by the order in which they are listed above, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation. Should Drawings disagree in themselves or with Specifications and are not clarified by addendum, the better quality or greater amount of Work or materials shall be estimated upon and, unless otherwise ordered by Architect in writing, shall be performed and furnished. Figures given on Drawings govern scale measurements, and large-scale details govern small scale drawings.

## **ARTICLE 2. EMPLOYMENT OF CONTRACTOR**

A. Contractor will perform as an independent contractor all services under this Agreement to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the contractor/construction manager profession, both public and private, currently practicing in the North Texas area under similar conditions including, but not limited to, the exercise of reasonable, informed judgments and prompt, timely action. If Contractor is representing that it has special expertise in one or more areas to be utilized in this Agreement, then Contractor agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

B. The Contractor's and Owner's representatives on the Project(s) are listed as follows:

1. Contractor's Representative:

Jim Starling or Kyle Reist

Starling Richardson Construction, Inc.

1201 Kas Drive, Suite D

Richardson, Texas 75081

2. Owner's Representative:

T. Lynn Tompkins, Jr.

Town of Little Elm

100 West Eldorado Parkway

Little Elm, Texas 75068

Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' written notice to the other party. Additionally, the roles and responsibilities of the following individuals shall not be materially changed during the project duration, provided that their employment with the Contractor continues, and any such proposed change in the following personnel must have prior written approval by the Owner:

James B. Starling Project Executive providing a minimum of 25 % time commitment to the Project(s).

Kyle Reist Project Manager providing a minimum of 100 % time commitment to the Project(s).

Mike Smith Project Superintendent providing a minimum of 100 % time commitment to the Project(s).

### ARTICLE 3. SCOPE OF SERVICES

Contractor shall perform such services as are necessary to the Project specifically including, but not necessarily limited to, the tasks enumerated more fully in the Contract Documents.

### ARTICLE 4. CONTRACTOR'S LIABILITY

A. Acceptance of the Work by Owner shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their performance of the Work; nor shall such acceptance be deemed an assumption of responsibility by Owner for any defect in the performance of the Work by said Contractor, its employees, associates, agents or subcontractors.

B. If at any time during the term of this Agreement, Contractor shall fail to perform the Work in accordance with the provisions of this Agreement or fail to diligently provide construction manager at risk construction services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number of quality or quality of personnel to complete the Work or fail to perform any of its obligations under this Agreement, then Owner shall have the right, if Contractor shall not cure any such default after thirty (30) days' written notice thereof, to terminate this Agreement. Any such act by Owner shall not be deemed a waiver of any other right or remedy of Owner. If, after exercising any such remedy due to Contractor's non-performance under this Agreement, the cost to Owner to complete the Work to be performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse Owner for such excess.

C. Owner may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to Owner. In the event of any breach by Contractor of any provision of this Agreement or in the event of any claim against Owner arising out of Contractor's performance under this Agreement, Owner shall have the right to retain out of any payment due or to become due to Contractor an amount determined by Owner to be sufficient to protect Owner from any and all loss, damage or expense therefrom, until the breach or claim has been satisfactorily remedied or adjusted by Contractor. Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work. Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under this Agreement. Amounts withheld under this Article shall be in addition to any retainage.

D. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services, if any, made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## **ARTICLE 5. CONFIDENTIAL INFORMATION**

Contractor hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Contractor shall treat any such information received in full confidence and will not disclose or appropriate such confidential information for its own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, "confidential information" means all oral and written information concerning Owner, its affiliates and subsidiaries, and all oral and written information concerning Owner, or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists,

services, methods, processes and operating procedures, together with all analyses, compilation, studies, or other documents, whether prepared by Contractor or others, which contain or otherwise reflect such information. The term "confidential information" shall not include such materials that are or become generally available to the public other than as a result of disclosure by Contractor, or are required to be disclosed by a governmental authority under applicable law.

#### **ARTICLE 6. INDEMNITY**

**NOTWITHSTANDING ANY OTHER PROVISION IN THE CONTRACT DOCUMENTS TO THE CONTRARY:**

**A. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS"). BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY. INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEY'S FEES AND COSTS OF COURT, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.**

**B. IN ITS SOLE DISCRETION, THE TOWN SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY THE TOWN. CONTRACTOR SHALL RETAIN APPROVED COUNSEL FOR THE TOWN WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE TOWN THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR DOES NOT RETAIN COUNSEL FOR THE TOWN WITHIN THE REQUIRED TIME, THEN THE TOWN SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONTRACTOR SHALL PAY THESE ATTORNEY'S FEES AND EXPENSES. THE TOWN RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY AND ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO.**

**C. THE OBLIGATIONS SET FORTH IN THIS ARTICLE SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.**

**D. Contractor shall cause all contracts for subcontracted services to include a like indemnity that shall cover both the Owner and Contractor. Nothing herein shall limit the**

insurance requirements or applicability of same set forth in this Agreement and the Contract Documents.

E. The above indemnity is a business understanding between the parties and applies to all different theories of recovery, including breach of contract or warranty, tort including negligence, statutory liability or any other cause of action.

## **ARTICLE 7. TERMINATION OR SUSPENSION**

A. If the Owner fails to make payments to the Contractor in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Contractor's option, cause for suspension of performance of Work under this Agreement. If the Contractor elects to suspend performance of the Work, the Contractor shall give ten (10) days' written notice to the Owner before suspending performance of the Work. In the event of a suspension of performance of the Work, the Contractor shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of performance of the Work. Before resuming Work, the Contractor shall be paid all sums due prior to suspension and any reasonable expenses incurred in the interruption and resumption of the Contractor's Work.

B. If the Owner suspends the Project, the Contractor shall be compensated for Work performed satisfactorily prior to notice of such suspension. When the Project is resumed, the Contractor may be compensated for expenses incurred in the interruption and resumption of the Contractor's performance of the Work. The Contractor's fee for the remaining Work and the time schedules may be equitably adjusted. If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Contractor, the Contractor may terminate this Agreement by giving not less than thirty (30) days' written notice.

C. Either party may terminate this Agreement upon not less than thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

D. The Owner may terminate this Agreement upon not less than thirty (30) days' written notice to the Contractor for the Owner's convenience and without cause. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination.

E. Notwithstanding any other provision in the Contract Documents to the contrary, it is agreed by the parties that: (1) if an order for relief is entered on behalf of Contractor pursuant to Title 11 of the United States Code, (2) if any other similar order is entered under any other debtor relief laws, (3) if Contractor makes a general assignment for the benefit of its creditors, (4) if a receiver is appointed for the benefit of Contractor's creditors, or (5) if a receiver is appointed on account of Contractor's insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any of the above-listed events, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate this Agreement. In all events

pending receipt of adequate assurance of performance and actual performance in accordance therewith, Owner shall be entitled to proceed with the Work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back-charged against the Guaranteed Maximum Price.

#### **ARTICLE 8. CLAIMS AND DISPUTES**

A. The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other party arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution set forth in this Agreement within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Article. To the extent damages are covered by property insurance, the Owner and Contractor waive all rights against each other and against the contractors, employees, agents, and subcontractors of the other party for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Contract Documents. The Owner or the Contractor, as appropriate, shall require of the contractors, employees, agents, and subcontractors of any of them similar waivers in favor of the other parties enumerated herein.

B. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. The Owner and Contractor shall endeavor to resolve claims, disputes and other matters in question between them first, informally and, second, by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall have fifteen (15) days after receipt of a request for mediation to agree on a mediator. If the parties are unable to agree on a mediator within fifteen (15) days, each party shall have an additional five (5) days to designate a mediator. The two mediators so designated shall then designate a third unbiased mediator who shall be the mediator to conduct the mediation. The decision of the mediator shall be nonbinding. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. If the parties do not resolve a claim, dispute or other matter in question through mediation pursuant to this Article, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

#### **ARTICLE 9. INSURANCE AND BONDS**

A. The Contractor shall, at its own expense, procure, pay for and maintain during the term of this Agreement the following insurance written by companies approved by the State of Texas and acceptable to Owner. The Contractor shall furnish to the Owner certificates of

insurance executed by the insurer or its authorized agent stating coverages, limits, and expiration dates in compliance with all applicable required provisions:

1. General Liability: Commercial General Liability insurance, including, but not limited to Premises/Operations (including X, C and U coverage as applicable), Personal & Advertising Injury (with Employment Exclusion deleted), Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$2,000,000.00 per occurrence, \$4,000,000.00 Products/Completed Operations Aggregate, and \$4,000,000.00 General Aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.

2. Automobile Liability: Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence.

3. Workers' Compensation: Workers' Compensation insurance with statutory limits; and Employer's Liability coverage with minimum limits for bodily injury: (a) by accident, \$1,000,000.00 each accident, and (b) by disease, \$1,000,000.00 per employee, with a per policy aggregate of \$1,000,000.00.

4. Professional Liability: Professional Liability insurance to provide coverage against any claim which the Contractor and all subcontractor engaged by the Contractor become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$4,000,000.00 per claim, \$4,000,000.00 annual aggregate.

Contractor shall not commence work at the project site(s) under this Agreement until all required insurance has been obtained and appropriate certificates have been submitted to Owner. If Owner is damaged by the failure of Contractor to maintain such insurance as required by the Contract Documents, then Contractor shall bear all reasonable costs properly attributed to such failure.

B. If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of this Agreement and acceptance by Owner.

C. With reference to the foregoing required insurance, the Contractor shall endorse applicable insurance policies as follows: (1) a waiver of subrogation in favor of Owner, its officials, employees and officers shall be contained in the Workers' Compensation insurance policy; (2) the Owner, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader; and (3) all insurance policies shall be endorsed to the effect that Owner will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or a material change of the policies. All insurance shall be purchased from an insurance company that meets a financial rating of B+IV or better as assigned by A. M. Best Company or equivalent.

D. Pursuant to Texas Administrative Code, Title 28, Section 110.110(c), the following language is hereby included in this Agreement:

### **REQUIRED WORKERS' COMPENSATION COVERAGE**

*The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee.*

*Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage.*

The Contractor agrees to comply with all applicable provisions of Texas Administrative Code, Title 28, Section 110.110, entitled "Reporting Requirements for Building or Construction Projects for Governmental Entities." Under Section 110.110: (1) certain language must be included in this Agreement and in the Contractor's contracts with subcontractors and others relating to the Work, (2) the Contractor is required to submit to the City certificates of coverage for its employees and for all others providing services relating to the Work until all project Work is completed, and (3) the Contractor is required to post certain notices at job sites.

E. The Contractor shall procure and pay for performance and payment bonds applicable to the Work, in accordance with Texas Government Code, Chapter 2253. The performance and payment bonds shall be issued in forms acceptable to Owner. Among other things, these bonds shall apply to any Work performed during Contractor's performance under this Agreement, and to any Work performed during the warranty period after acceptance. The performance and payment bonds shall be issued by a corporate surety that is authorized to issue performance and payment bonds in Texas. Further, the Contractor shall supply to the Owner all capital and surplus information concerning the surety and all reinsurance information concerning the performance and payment bonds upon Owner request.

### **ARTICLE 10. MISCELLANEOUS**

#### **§10.1 Choice of Law**

This Agreement shall be governed by the law of the State of Texas, and venue for any dispute shall be in any court of competent jurisdiction in Denton County, Texas.

#### **§10.2 Severability**

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provisions shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; and it is the intention of the parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, the parties seek to reasonably negotiate a new provision to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

### **§10.3 Notice**

Except as otherwise provided in this Agreement or the Contract Documents, all notices and other communications required or permitted to be given under this Agreement, shall be in writing, addressed to the parties at their respective addresses as provided below, and may be delivered in person, sent by overnight express mail or courier service, or by certified mail, postage prepaid, return receipt requested. The addresses of each party are as follows:

If to the Owner:       Town of Little Elm  
                              Town Manager  
                              100 West Eldorado Parkway  
                              Little Elm, Texas 75068

If to Contractor:       Starling Richardson Construction, Inc.  
                              1201 Kas Drive, Suite D  
                              Richardson, Texas 75081

Each party may from time to time change its address for receipt of notices by sending notice thereof in the manner provided herein to the other party. Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted, at the last address specified and the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. The parties acknowledge and agree to provide to the other party within seventy-two (72) hours of transmission such notice documents bearing the original signatures.

### **§10.4 Unsatisfactory Work**

Nothing contained in this Agreement shall require Owner to pay for any work that is unsatisfactory as determined by Owner or which is not submitted in compliance with the terms of this Agreement, nor shall such failure to withhold payment pursuant to the provisions of this Section constitute a waiver of any right, at law or in equity, which Owner may have if Contractor is in default, including the right to bring legal action for damages or for a specific performance of this Agreement.

### **§10.5 Retainage**

As is set forth in the Contract Documents, retainage shall be withheld and may be paid to: (a) ensure proper completion of the Work, and the Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective Work; (b) ensure timely completion of the Work, and the Owner may use retained funds to pay liquidated damages; and (c) provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents. Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

#### **§10.6 No Respondeat Superior**

Contractor will have exclusive control of and the exclusive right to control the details of the Work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, and the doctrine of *respondeat superior* shall not apply as between Owner and Contractor, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor.

#### **§10.7 Conflict of Interest**

Contractor covenants and agrees that Contractor and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Agreement. All activities, investigations and other efforts made by Contractor pursuant to this Agreement will be conducted by employees, associates or subcontractors of Contractor.

#### **§10.8 Non-Waiver**

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment to any extent of any such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same shall be and remain in full force and effect.

#### **§10.9 Assignment**

The Owner and Contractor, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Contractor shall assign this Agreement without the prior written consent of the other party.

#### **§10.10 No Third-Party Beneficiary Created**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Contractor.

#### **§10.11 Signatures**

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

*[signatures continued on next page]*

IN WITNESS WHEREOF, the parties execute below:

TOWN OF LITTLE ELM, TEXAS

STARLING RICHARDSON  
CONSTRUCTION, INC.

\_\_\_\_\_  
Douglas Peach, Interim Town Manager

James B. Starling

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

\_\_\_\_\_  
James B. Starling, President  
[NAME, TITLE]

Date: May 9th, 2012

# TOWN OF LITTLE ELM

## AGENDA INFORMATION SHEET:

### COUNCIL

**MEETING DATE:** May 15, 2012

**PROJECT:** **FM 423 North – Water and Sewer Line Relocations – Phase I (Construction Contract)**

**DESCRIPTION:** On Thursday, February 23, 2012 at 9:00 AM the Town received bids for the FM 423 – Phase I – Force Main Relocation. Bids were received from four (4) contractors. The lowest bid received was from Pittard Construction, Inc of Allen, Texas in the amount of four hundred sixty-three thousand nine hundred ninety nine dollars and zero cents (\$463,999.00). Pittard Construction has performed well on the recent Freese and Nichols construction contracts and is recommended by them.

The Phase I portion of construction includes 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 FM 423 Elevated Water Tower (see exhibit attached). This will also allow the developer to install the proposed twenty inch (20”) water line for Frisco Hills. The existing sanitary sewer force main is undersized for future development on the Doe Creek Peninsula. It was installed with the first phase of Frisco Ranch and it is within an easement that will be within the right of way of the planned future expansion of FM 423 – North Section. 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 Improvements that need to be adjusted or relocated due to conflicts that will be included in Phase II.

Funding for this design and construction is available through the Utility CIP Bond Fund. These funds are a portion of the remaining money left from the 2004 Utility Bond and 2009 Utility Bond sales along with water and sewer impact fees and budgeted cash reserves in the Utility Fund.

Approximately \$466,810.24 of the work will be reimbursable to the Town from TxDOT for easements, design, and construction (see attached reimbursement sheet) since portions of these lines are within existing easements. TxDOT does not pay for the

upgrade in size of the force main. This represents reimbursable number of approximately sixty percent (60%).

**COST:** **\$463,999.00**

**FUNDING:** **Acct. Name & No**  
Utility CIP Bond Fund  
F.M. 423 North Water & Sewer Relocation  
612-6728-76-20

**SCHEDULE:** Contract to be executed upon bid approval by Town Council and signed reimbursement agreement with TxDOT that is currently in Austin. The contract is to be substantially complete 90 days after the issuance of the Notice to Proceed and final completion 30 days after that.

**RECOMMENDED ACTION:** **Staff recommends Council award of the construction contract for FM 423 North – Water and Sewer Line Relocations – Phase I Improvements in the amount of \$463,999.00 to Pittard Construction Company of Allen, Texas 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. Bid Tabs
3. Recommendation Letter



Connect to Ex.  
10" Force Main



Not To Scale

Coordinate with  
Developer

Connect to Ex.  
18" Gravity Sewer

Exhibit  
Town of Little Elm  
FM 423 Utility Relocation  
Proposed 14" Force Main





**FREESE  
AND  
NICHOLS**

Innovative approaches  
Practical results  
Outstanding service

116 N. Tennessee, Suite 200 • McKinney, Texas 75069 • 214-544-6401 • fax 214-544-6402 • www.freese.com

February 27, 2012

Jason Laumer, P.E.  
Town Engineer  
Town of Little Elm, Texas  
100 West Eldorado Parkway  
Little Elm, Texas 75068

**Re: Recommendation of Award for FM 423 Utility Relocations, Phase I (LTE11268)  
EWWI #612-76-20**

Dear Mr. Laumer,

Bids were received for the above-referenced project on Thursday, February 23, 2012, and a total of four (4) bids were received. The table below summarizes the total amount of the bids received on the project and the detailed bid tabulation is attached to this letter.

Contractor	Total Bid Price
Pittard Construction Company	<b>\$463,999.00</b>
Quality Excavation	\$501,538.00
Metro-Plex Underground, LP	\$504,811.00
Venus Construction	Disqualified*

\* Bid disqualified, Statement of Qualifications not received with bid proposal.

Pittard Construction Company was the lowest responsive bids. Pittard Construction has successfully completed other similar FNI utility projects in the past. It is recommended that a contract for construction of the FM 423 Utility Relocations, Phase I, be awarded to Pittard Construction Company in the amount of \$463,999.00.

Sincerely,

Freese and Nichols, Inc.

Daniel Huffines, P.E.  
Assistant Project Manager

Attachments:

1. Detailed Bid Tabulation Worksheet



Freese & Nichols, Inc.  
116 N. Tennessee St, Suite 200  
McKinney, TX 75069  
**BID TABULATION**

Apparent Low Bidder

Client: Town of Little Elm Project: FM 423 Utility Relocations, Phase I Bid Date: February 23, 2012 Project No.: FNI LTE11268 - EWWI#612-76-20				Pittard Construction Co. 190 E. Stacy Road #306-306 Allen, TX 75002 (678)283-7355		Quality Excavation 5620 US Highway 377 Aubrey, TX 76227 (940)365-5961		Metro-Plex Underground, LP P.O. Box 129 Lewisville, TX 75067 (972)221-4561		Venus Construction P.O. Box 90 Mansfield, TX 76063 (817)477-2050		Average		Engineer's Estimate	
#	Description	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	14" Force Main (C905 PVC DR 18) by Open Cut or Steel Encasement (Labor/Incidentals beyond Pipe Allowance)	4,295	LF	\$35.00	\$150,325.00	\$33.00	\$141,735.00	\$28.00	\$120,260.00	\$0.00	\$0.00	\$32.00	\$137,440.00	\$36.92	\$158,571.40
2	14" Force Main (C905 PVC DR 18) by Bore (Labor/Incidentals beyond Pipe Allowance)	20	LF	\$100.00	\$2,000.00	\$157.00	\$3,140.00	\$309.00	\$6,180.00	\$0.00	\$0.00	\$188.67	\$3,773.33	\$210.00	\$4,200.00
3	30" Steel Casing by Bore	460	LF	\$250.00	\$115,000.00	\$369.00	\$169,740.00	\$400.00	\$184,000.00	\$0.00	\$0.00	\$339.67	\$156,246.67	\$458.20	\$210,772.00
4	30" Steel Casing by Open Cut	50	LF	\$100.00	\$5,000.00	\$234.00	\$11,700.00	\$119.00	\$5,950.00	\$0.00	\$0.00	\$151.00	\$7,550.00	\$130.00	\$6,500.00
5	Concrete Encasement	484	LF	\$25.00	\$12,100.00	\$18.00	\$8,712.00	\$32.00	\$15,488.00	\$0.00	\$0.00	\$25.00	\$12,100.00	\$60.00	\$29,040.00
6	14" Gate Valve w/Epoxy Lining	3	EA	\$7,500.00	\$22,500.00	\$5,800.00	\$17,400.00	\$6,000.00	\$18,000.00	\$0.00	\$0.00	\$6,433.33	\$19,300.00	\$5,400.00	\$16,200.00
7	2" Combination Air Valve and Manhole	3	EA	\$13,000.00	\$39,000.00	\$5,284.00	\$15,852.00	\$5,800.00	\$17,400.00	\$0.00	\$0.00	\$8,028.00	\$24,084.00	\$7,000.00	\$21,000.00
8	Trench Safety	*	LF	\$1.00	\$4,780.00	\$1.00	\$4,400.00	\$2.00	\$8,624.00	\$0.00	\$0.00	\$1.33	\$5,934.67	\$1.00	\$3,815.00
9	Hydromulch Seed	11,200	SY	\$0.50	\$5,600.00	\$1.00	\$11,200.00	\$0.75	\$8,400.00	\$0.00	\$0.00	\$0.75	\$8,400.00	\$1.50	\$16,800.00
10	Remove and Replace Trees	10	EA	\$500.00	\$5,000.00	\$670.00	\$6,700.00	\$1,100.00	\$11,000.00	\$0.00	\$0.00	\$756.67	\$7,566.67	\$750.00	\$7,500.00
11	3M Pipe Marker Balls	39	EA	\$50.00	\$1,950.00	\$85.00	\$3,315.00	\$35.00	\$1,365.00	\$0.00	\$0.00	\$56.67	\$2,210.00	\$10.00	\$390.00
12	Storm Water Pollution Plan	1	LS	\$2,500.00	\$2,500.00	\$4,100.00	\$4,100.00	\$8,700.00	\$8,700.00	\$0.00	\$0.00	\$5,100.00	\$5,100.00	\$5,000.00	\$5,000.00
13	Traffic Control Plan	1	LS	\$2,500.00	\$2,500.00	\$7,800.00	\$7,800.00	\$3,700.00	\$3,700.00	\$0.00	\$0.00	\$4,666.67	\$4,666.67	\$10,000.00	\$10,000.00
14	14" Force Main (C905 DR 18) Pipe Material Allowance	1	LS	\$80,744.00	\$80,744.00	\$80,744.00	\$80,744.00	\$80,744.00	\$80,744.00	\$0.00	\$0.00	\$80,744.00	\$80,744.00	\$80,744.00	\$80,744.00
15	General Construction Contingency	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
SUBTOTAL AMOUNT				\$463,999.00		\$501,538.00		\$504,811.00		\$0.00		\$490,116.00		\$585,532.40	
ADD OR DEDUCT AMOUNT				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00			
TOTAL AMOUNT				\$463,999.00		\$501,538.00		\$504,811.00		\$0.00		\$490,116.00			

\* Contractor provided quantity required for Trench Safety with a minimum allowed quantity of 3,815 LF.

Bid Form Stated \$508,841.00

Bid Disqualified, Statement of  
Qualifications Not Received with Bid

May 7, 2012

ESTIMATOR	CHECKED BY	ACCOUNT NO
DWH	JP	LTE11268

ITEM	DESCRIPTION	UNIT	10" Force Main (In Kind)			14" Force Main (Elevate)			BETTERMENT
			QUANTITY	UNIT PRICE	TOTAL	QUANTITY	UNIT PRICE	TOTAL	
<b>A</b>	<b>OPINION OF PROBABLE CONSTRUCTION COSTS, PHASE I</b>								
1	10"/14" Force Main (C900/C905 PVC DR18) by Open Cut/Steel Enc. (Labor/Fittings)	LF	3120	\$25.00	\$78,000.00	4295	\$35.00	\$150,325.00	\$72,325.00
2	10"/14" Force Main (C900/C905 PVC DR18) by Bore (Labor/Fittings)	LF	20	\$72.00	\$1,440.00	20	\$100.00	\$2,000.00	\$560.00
3	24"/30" Steel Casing by Bore	LF	414	\$200.00	\$82,800.00	460	\$250.00	\$115,000.00	\$32,200.00
4	24"/30" Steel Casing by Open Cut	LF	50	\$80.00	\$4,000.00	50	\$100.00	\$5,000.00	\$1,000.00
5	Concrete Encasement	LF	484	\$25.00	\$12,100.00	484	\$25.00	\$12,100.00	\$0.00
6	10"/14" Gate Valve w/Epoxy Lining	EA	3	\$7,500.00	\$22,500.00	3	\$7,500.00	\$22,500.00	\$0.00
7	2" Combination Air Valve and Manhole	EA	2	\$13,000.00	\$26,000.00	3	\$13,000.00	\$39,000.00	\$13,000.00
8	Trench Safety	LF	3365	\$1.00	\$3,365.00	4780	\$1.00	\$4,780.00	\$1,415.00
9	Hydromulch	SY	8250	\$0.50	\$4,125.00	11200	\$0.50	\$5,600.00	\$1,475.00
10	Remove and Replace Tree	EA	10	\$500.00	\$5,000.00	10	\$500.00	\$5,000.00	\$0.00
11	3M Pipe Marker	EA	32	\$50.00	\$1,600.00	39	\$50.00	\$1,950.00	\$350.00
12	Storm Water Pollution Prevention Plan	EA	1	\$2,500.00	\$2,500.00	1	\$2,500.00	\$2,500.00	\$0.00
13	Traffic Control	EA	1	\$2,500.00	\$2,500.00	1	\$2,500.00	\$2,500.00	\$0.00
14	10"/14" Force Main (C905 PVC DR 18) Pipe Material	EA	1	\$41,896.00	\$41,896.00	1	\$80,744.00	\$80,744.00	\$38,848.00
<b>B</b>	<b>Estimated Town of Little Elm Inspection Cost</b>								
	- Inspector Cost (24 Hours Per Week @ \$90.00/Hr)	WK	12	\$2,160.00	\$25,920.00	13	\$2,160.00	\$28,080.00	\$2,160.00
	- Transportation Cost = \$250.00/WK	WK	12	\$250.00	\$3,000.00	13	\$250.00	\$3,250.00	\$250.00
<b>CONSTRUCTION SUBTOTAL</b>					<b>\$316,746.00</b>			<b>\$480,329.00</b>	<b>\$163,583.00</b>
<b>PROFESSIONAL SERVICE COSTS</b>									
<b>Prorated Engineering Costs (based on Executed Contract, SEE ATTACHED ITEMIZED MANHOUR BREAKDOWN DETAIL)</b>									
<b>C</b>	<b>- Basic Services</b>								
	- Preliminary Data Collection/Analysis	EA	1	\$2,545.00	\$2,545.00	1	\$2,545.00	\$2,545.00	\$0.00
	- Meetings/Coordination	EA	1	\$6,727.00	\$6,727.00	1	\$6,727.00	\$6,727.00	\$0.00
	- Preliminary Design	EA	1	\$5,607.00	\$5,607.00	1	\$5,607.00	\$5,607.00	\$0.00
	- Final Design	EA	1	\$15,470.00	\$15,470.00	1	\$15,470.00	\$15,470.00	\$0.00
	- Bid Phase	EA	1	\$1,616.00	\$1,616.00	1	\$1,616.00	\$1,616.00	\$0.00
	- Construction Phase	EA	1	\$4,090.00	\$4,090.00	1	\$4,090.00	\$4,090.00	\$0.00
	- Design Expenses	EA	1	\$6,471.00	\$6,471.00	1	\$6,471.00	\$6,471.00	\$0.00
<b>D</b>	<b>- Special Services (SEE ATTACHED MANHOUR BREAKDOWN DETAIL)</b>								
	- Survey	EA	1	\$10,340.00	\$10,340.00	1	\$10,340.00	\$10,340.00	\$0.00
<b>PROFESSIONAL SERVICE COSTS SUBTOTAL</b>					<b>\$52,866.00</b>			<b>\$52,866.00</b>	<b>\$0.00</b>
<b>E</b>	<b>LAND/EASEMENT COSTS</b>								
	- Permanent Easements*	EA	1	\$170,750.54	\$170,750.54	1	\$248,549.00	\$248,549.00	\$77,798.46
<b>ESTIMATED EASEMENT COSTS SUBTOTAL</b>					<b>\$170,751.00</b>			<b>\$248,549.00</b>	<b>\$77,798.00</b>
<b>TOTAL COST</b>					<b>\$540,363.00</b>			<b>\$781,744.00</b>	<b>\$241,381.00</b>

\*In the section of the project where easement acquisition is required, the "In Kind" and "Betterment" replacement encompasses the same amount of pipeline replacement, utilizes the same alignment, and the same easements. The section from STA 30+44 to 33+29 is more cost effective to replace as shown in the plans, and then connecting it back into the existing 10" force main. (See following Sheet)

Reimbursement Summary Information		
Total Cost w/Betterment		\$781,744.00
In Kind Replacement Cost		\$540,363.00
Betterment	30.88%	\$241,381.00
Eligibility Ratio	86.39%	
<b>Estimated TxDOT Reimbursement</b>		<b>\$466,810.24</b>

# TOWN OF LITTLE ELM

## AGENDA INFORMATION SHEET:

### COUNCIL

**MEETING DATE:** May 15, 2012

**PROJECT:** Cottonwood Irrigation Well (Construction Contract) Close Out

**DESCRIPTION:** The Cottonwood Irrigation Well Construction Contract is complete. The Project Engineer and Town Staff have conducted a final inspection. All items identified during the inspection have been corrected. The contractor has submitted a final payment application.

The project consists of drilling and completing a 150 gpm Paluxy Formation Irrigation Well (1225 feet deep), discharge and yard piping, decorative stone fence around site, electrical system, connection to the existing irrigation system, and trench excavation protection. This well project was included within the budget and will provide for year round restriction free irrigation to protect the Town's assets at Cottonwood Park, Lobo Lane, Little Elm Park, and Main Street.

On Tuesday, June 2, 2009 the Town awarded the construction contract for the Cottonwood Park Irrigation Well to ET Water Services of Bowie, Texas in the amount of two hundred fifty five thousand one hundred eighteen dollars and eighty five cents (\$255,118.85). Change Order #1 for 35 days was approved on October 13, 2009 delays due to USACE consent. Change Order #2 was approved for another 60 days due to the weather this past winter and spring between the freezing temperatures and the two months of rain the Town experienced. Change Order #3 for 268 days was approved on June 1, 2010 to completely redo well do to drill bit getting stuck in first well site. The project had a substantial completion date of October 30, 2010.

Funding for the project was from the utility fund. Due to the delays associated with the project staff calculated the amount of water used on Cottonwood Park from the substantial completion date till it was operational a few months ago. The Town's cost to purchase that water was approximately \$23,515.

**COST:** **Recommend Final Payment \$19,491.28 (\$43,006.28-\$23,515)**

**FUNDING:** **Acct. Name & No**  
Cottonwood Irrigation Well  
612-6728-76-13

**SCHEDULE:** The contract is to be closed out.

**RECOMMENDED ACTION:** **Staff recommends Town Council authorize a reduced final payment of \$19,491.28 to ET Water Services of Bowie, Texas to close out the Town's Cottonwood Irrigation Well Construction Contract, 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. Final Pay Calculation
2. Punch List

# **Little Elm Irrigation Well-Final Pay Request**

## **No 7 Final**

### **Item No.**

1	Test Hole	\$	73,500.00
2	Water Well	\$	118,350.00
3	Piping and slab	\$	7,200.00
4	Tap Sleeve	\$	650.00
5	PVC Piping	\$	2,850.85
6	2 Bends	\$	600.00
7	Fence	\$	26,800.00
8	Electrical System	\$	5,250.00
9	Ornamental Pole	\$	4,200.00
10	TEP	\$	100.00
11	Contengency	\$	10,000.00

**Total Base Bid** \$ **249,500.85**

Add Item WW.7A (Compression Wall) \$ 32,418.00

Subtract Item 7 (Fence) \$ (26,800.00)

**Contract Amount** \$ **255,118.85** ←

Added VFD \$ 12,227.00

Added 2 water samples \$ 600.00

Delete Tank & Control Valve \$ (750.00)

Less Contengency \$ (10,000.00)

**Sub Total** \$ **257,195.85**

Delete Item WW.7A (Compression Wall) \$ (32,418.00)

**Total Cost** \$ **224,777.85**

Previous Payments \$ (181,771.57)

**Sub Total** \$ **43,006.28**

**Final Payment** \$ **43,006.28**

January 12, 2012

Mr. Ed Thomas  
E.T. Water Services  
3174 F.M. Rd. 3043  
Bowie, Texas 76230

Memorandum  
Punch List: Town of Little Elm-Cottonwood Park Irrigation Well Project

On January 11, 2012 at 10:00 AM, a construction walk thru/observation was made on the **Town of Little Elm-Cottonwood Park-Irrigation Well Project**. The following personnel were in attendance: Mr. Alan Anderson, and Mr. Bruce Bannister, of the Town of Little Elm, Mr. Ed Thomas and Mr. Johnny Shackleford representing E.T. Water Services, and Don Wortham of Cobb Fendley, Inc.

The following items were noted:

- Fine Grading is needed on the west and north sides of the project.
- The project needs to be seeded with a winter and summer grass mixture to abate erosion.
- Removed eroded soil and clean the asphalt parking area.
- Install "Curlex" Erosion Control Blanket adjacent to and along the curb line to prevent further erosion and to establish vegetation.
- The TRW wall needs the post caps plugged with concrete to prevent the collection of water.
- The Gates on the TRW wall need to be repainted.
- A training session is suggested for Little Elm personnel on the operation of the well controls.

cc: Town of Little Elm.

*Don Wortham, PhD*  
*1-12-2012*

# TOWN OF LITTLE ELM

## Town Council

### STAFF REPORT



**PROJECT:** Conceptual Site Plan (PDS Building)

**HEARING DATES:** Town Council: **05/15/12**

**REQUEST:** A request for Council to review and approve a conceptual site plan for the PDS building's parking expansion located at the northeast corner of Eldorado Parkway and Clark Street.

**CURRENT ZONING:** Town Center (TC)

**EXISTING USE:** Office

**APPLICANT:** Mary Herrera

**PLANNING ANALYSIS:** In December 2009, Town Council first considered a request to approve a modified site plan on the subject property that required redevelopment of the site and construction of off-site parking prior to leasing new tenants.

The applicant is proposing a revision to the approved site plan, per the attached conceptual site plan. The primary difference between the 2 plans is the location of the off-site parking being on the empty lot behind the building to the north instead of on the property across the street to the west per the currently approved site plan, attached.

The proposal removes the front driveway due to road widening, improves landscaping, installs pedestrian connections, and provides cross access to the east for future development.

The applicant is proposing 19 parking spaces with the ability to construct an additional 8 parking spaces at a later date. The originally approved site plan proposed 13 parking spaces (never built).

Parking in Town Center differs from traditional suburban parking ratios in that it allows for reduced parking based on the concept of shared-use parking. Town Center requires 14 parking spaces for the existing building (1:400). Staff believes that the proposed parking expansion adequately parks the site as long as it is shared-use parking, as Town Center zoning requires.

With the front drive being closed, there are no known life safety hazards being created by this request. It should be noted that

approval of the conceptual site plan will not negate the requirement to apply for building permits.

**RECOMMENDED  
ACTION:**

Staff recommends approval of the conceptual site plan with the following conditions:

1. The applicant shall have all civil and building construction plans approved, subject to review by the Town Engineer, Building Official, and Fire Marshal.
2. The applicant shall voluntarily agree to forfeit rights to the existing site plan (SUP #1011) to be repealed at a later date.
3. The applicant shall provide striping, directional way-finding internal to the parking lot, irrigation, and site lighting as required by ordinance, subject to staff review and approval, prior to issuance of a building permit.
4. The proposed sidewalks adjacent to rights-of-way shall be 5' in width.
5. No additions or expansions of the building's footprint shall be allowed; however, minor modifications to accommodate tenants shall be allowed, if in compliance with code.
6. The proposed parking expansion shall not be exclusive.
7. The proposed crushed stone shall be living landscape in compliance with ordinance.

**TOWN CONTACT:**

Dusty McAfee, AICP – Planning Manager  
Jason Laumer, P.E. – Director of Development Services

**ATTACHMENTS:**

Location Map  
Conceptual Site Plan  
Old Site Plan (currently approved)





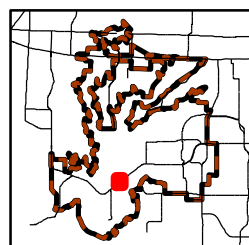
## Location Map

Town of Little Elm  
Denton County, Tx  
Date: 5/2/2012

0 80 160  
Feet

### Legend

-  Subject Property
-  Parcels 127
-  Town Limits



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

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

CLARK STREET

(ASPHALT SURFACE, 60' R.O.W.)

N 00°10'24"W 150.82'

MALBOXES

FUTURE PARKING  
9x20'  
TYP.  
7 STND.  
H.C.

HEDGE

HEDGE

HEDGE

LOT 2, BLK D FIRST SECTION  
LITTLE ELM TOWNSITE  
VOL. 2 PG. 226 P.R.D.C.T.

PROPOSED PARKING  
17 STANDARD  
2 H.C.

24'-0"  
FUTURE FIRE  
LANE

DROP OFF ZONE

BRAEWOOD  
DEV. LP  
CC FILE NO.  
05-114400  
R.P.R.D.C.T.

24'-0"  
FUTURE FIRE  
LANE

N 89°43'56"E 150.06'

A.P.O.  
LOT 1, BLK D  
FIRST SECTION  
LITTLE ELM TOWNSITE  
VOL. 2 PG. 226  
P.R.D.C.T.

GRASS

S 00°06'54"E  
48.11'

CRUSHED STONE

CRUSHED STONE

GRASS

S 41°19'54"W 68.58'

GRASS

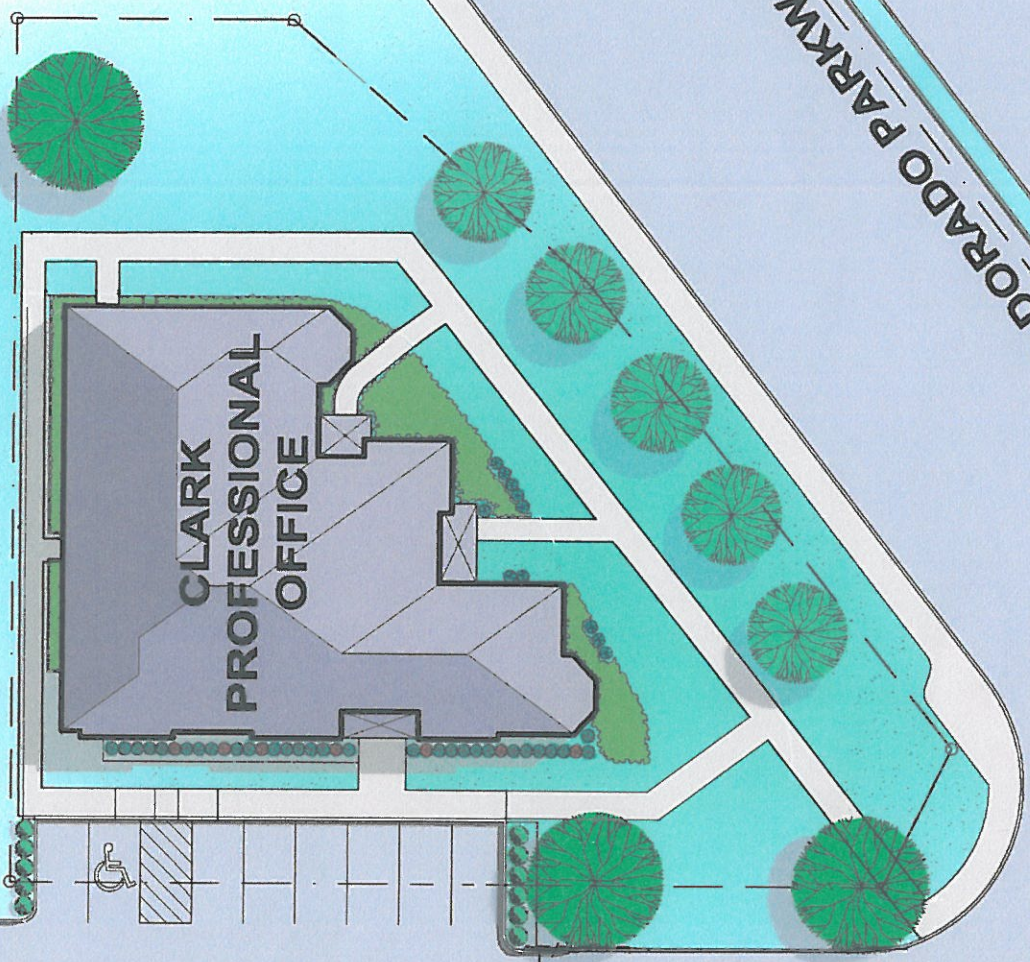
S 51°43'23"W 102.50'

F.M. RD. 720 (A.K.A. EL DORADO PARKWAY)  
(ASPHALT SURFACE, VARIABLE WIDTH R.O.W.)

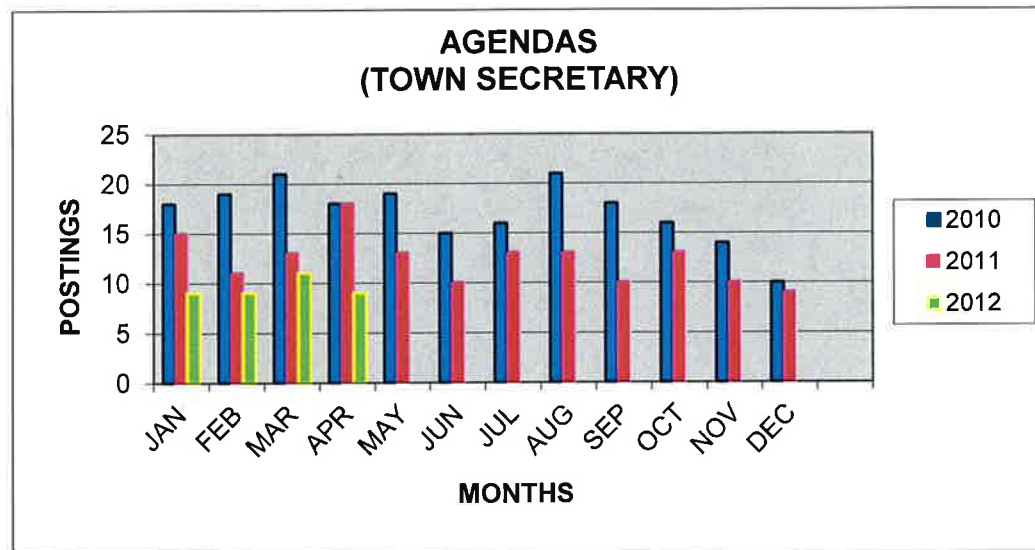


E. EL DORADO PARKWAY

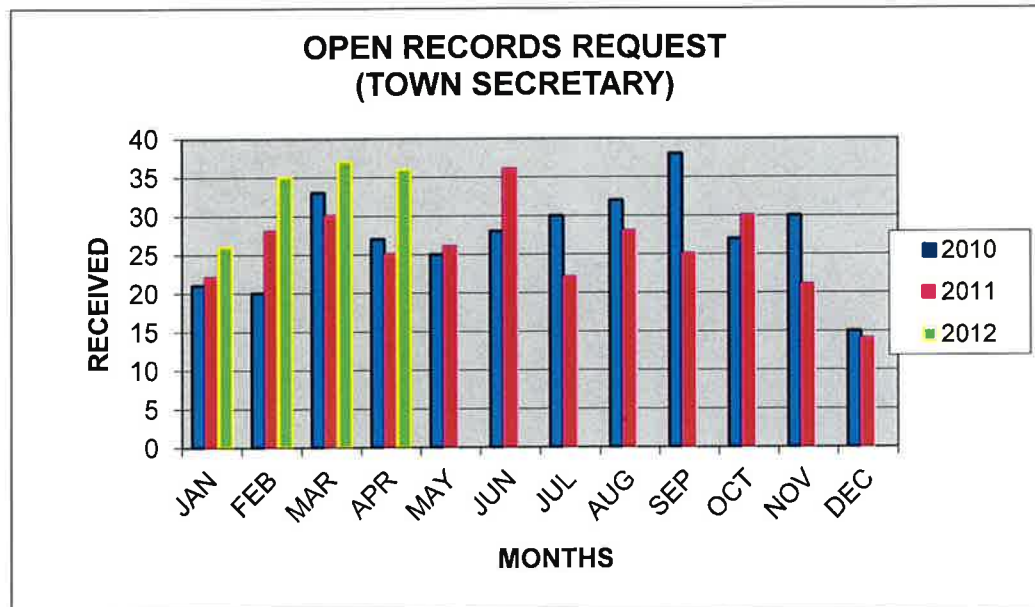
CLARK STREET



	2010	2011	2012
JAN	18	15	9
FEB	19	11	9
MAR	21	13	11
APR	18	18	9
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	35
MAR	33	30	37
APR	27	25	36
MAY	25	26	
JUN	28	36	
JUL	30	22	
AUG	32	28	
SEP	38	25	
OCT	27	30	
NOV	30	21	
DEC	15	14	



# April 2012



*The Town with a  
Lake Attitude*



## Monthly Development Report



131

**28,437**

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
Development Enforcement.....	9
 DEPARTMENT SUMMARY.....	10
Total Permit Fee Collection .....	10
Active Commercial Projects .....	11



TOWN OF LITTLE ELM  
DEVELOPMENT SERVICES DEPARTMENT  
MONTHLY DEVELOPMENT REPORT  
April 2012

## PLANNING AND ZONING



### Commercial Projects:

**Lobo Fueling Center:** *under construction*

**QuikTrip:** *under construction*

**All-Storage Expansion (380):** *under construction*

**Brakes Plus:** *under construction*

**RaceTrac:** *under construction*

**Little Elm Eye Care:** *submitted for site plan review*

**The Mansions:** *submitted for site plan review*

**McCord Park:** *submitted for site plan review*

**The Estates:** *submitted for site plan review*

### Residential Projects:

**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*

**Frisco Ranch Phase 4B (54 residential lots):** *under construction*

**Sunset Pointe Phase 23 (67 residential lots):** *construction expected to begin 2012*

**Paloma Creek South Phase 7A (48 residential lots):** *construction expected to begin 2012*

**Frisco Hills Phase 3A (72 residential lots):** *pending plat approval*

**Sunset Pointe Phase 24 (44 residential lots):** *pending plat approval*

### Recently Completed Projects:

**Frisco Hills I (181 residential lots):** *now open*

**Aldi:** *now open with punch list items remaining*

**New Life Community Church:** *now open with punch list items remaining*

**Rosebriar Retail Shells 1 & 2:** *now open with punch list items remaining*

**Kroger (and gas):** *opened Fall, 2011*



TOWN OF LITTLE ELM  
DEVELOPMENT SERVICES DEPARTMENT  
MONTHLY DEVELOPMENT REPORT  
April 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	5
Site Plans	10	8	15	4
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	2
Special Projects	5	4	17	8
DRC Meetings	48	44	57	20
<b><i>TOTAL</i></b>	<b><i>110</i></b>	<b><i>97</i></b>	<b><i>129</i></b>	<b><i>39</i></b>

<u>Single-Family Lots Created</u>	
<b>YEAR</b>	<b># LOTS</b>
2009	8
2010	80
2011	202
2012 (so far)	181



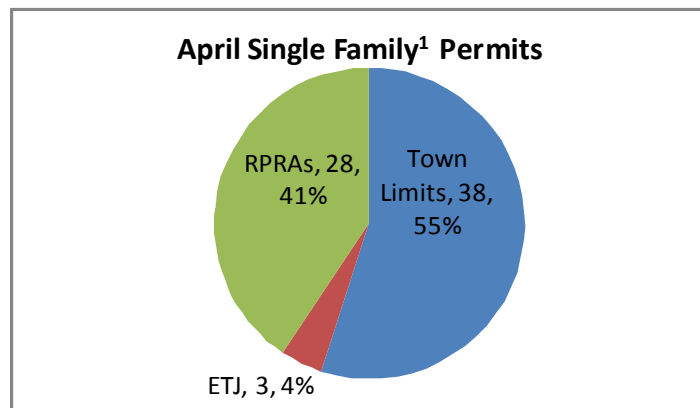
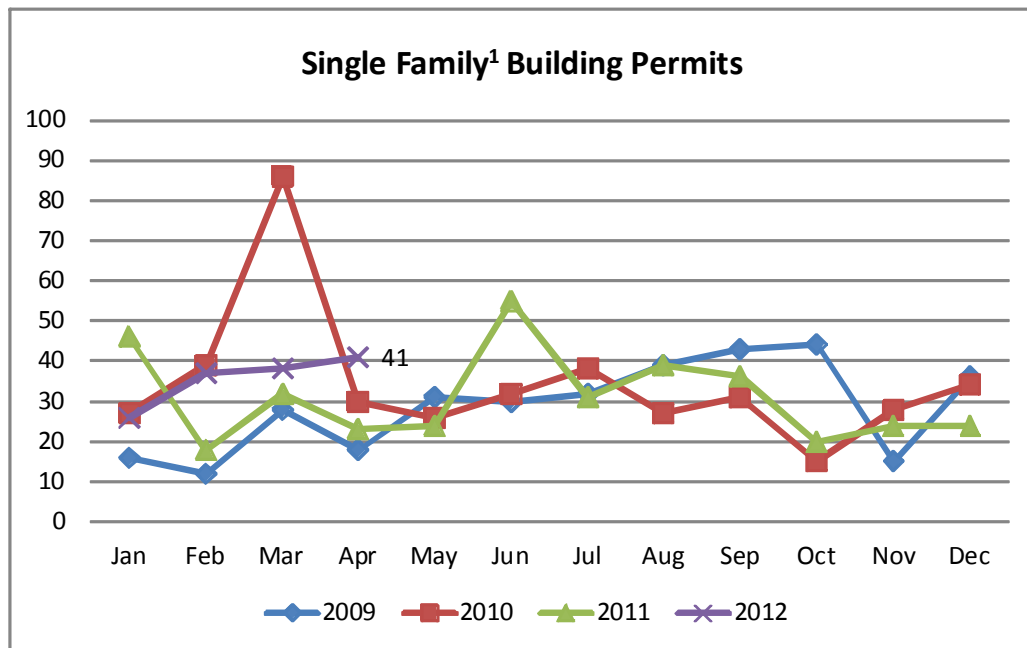
# TOWN OF LITTLE ELM

## DEVELOPMENT SERVICES DEPARTMENT

### MONTHLY DEVELOPMENT REPORT

April 2012

## BUILDING SAFETY



Category	Description	Apr.	2012
SF Permits (Town)	Full Review SF Permits within Little Elm	38	118
SF Permits (ETJ)	Full Review SF Permits within ETJ (Paloma Creek)	3	24
RPRAs	Residential Plan Review Approvals (Frisco Ranch)	28	67
<b>Total</b>	<b>New Residential Units</b>	<b>69</b>	<b>209</b>

135

<sup>1</sup>Single Family Permits are categorized as new single-family, two-family, model homes, and manufactured homes.



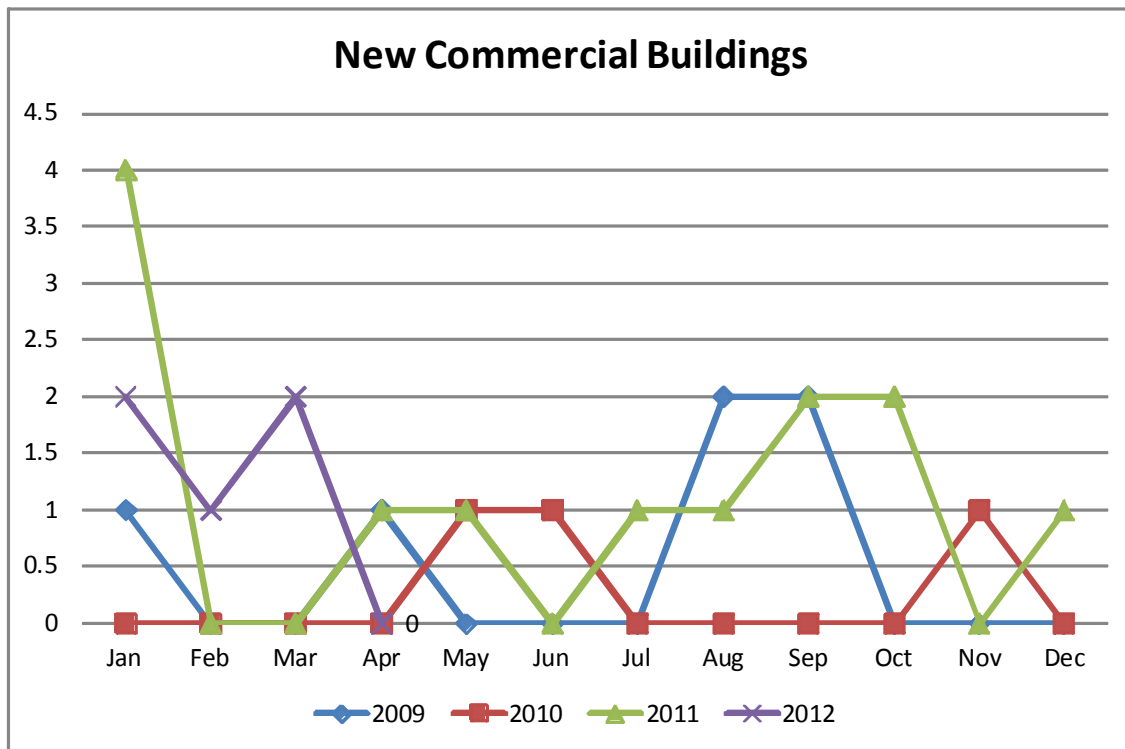
# TOWN OF LITTLE ELM

## DEVELOPMENT SERVICES DEPARTMENT

### MONTHLY DEVELOPMENT REPORT

April 2012

## BUILDING SAFETY



New Commercial Businesses	
<u>Year</u>	<u># of Businesses</u>
2009	58
2010	27
2011	49
2012 (so far)	16

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



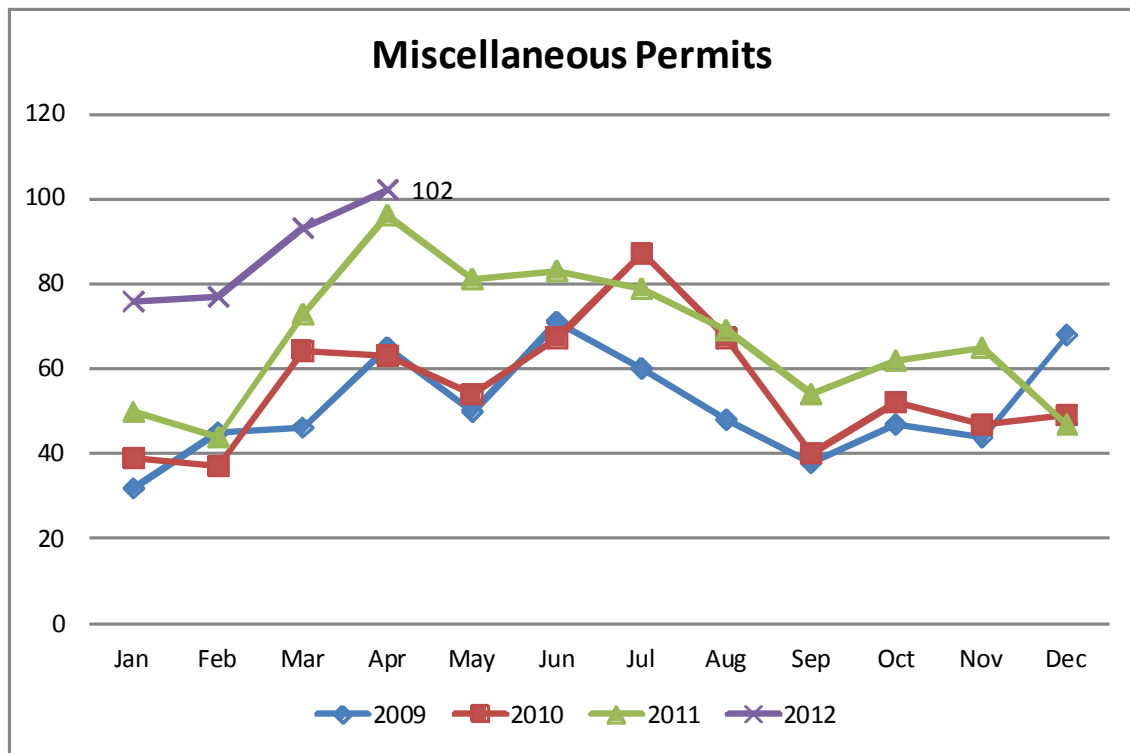
# TOWN OF LITTLE ELM

## DEVELOPMENT SERVICES DEPARTMENT

### MONTHLY DEVELOPMENT REPORT

April 2012

## BUILDING SAFETY



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

Miscellaneous Permits	
<u>Year</u>	<u># of Permits</u>
2009	614
2010	664
2011	803
2012 (so far)	369



# TOWN OF LITTLE ELM

## DEVELOPMENT SERVICES DEPARTMENT

### MONTHLY DEVELOPMENT REPORT

April 2012

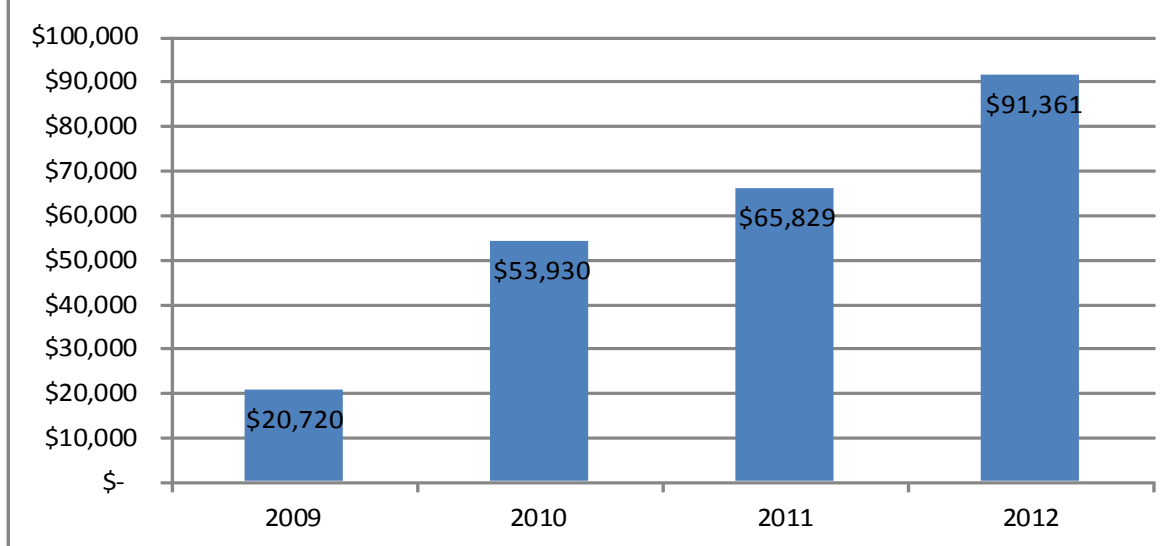
## HEALTH SERVICES

### Annual Permits Year-to-Date

	<i>Permits</i>	<i>Revenue</i>	<i>% Total</i>	<i>2011 Permits</i>	<i>2011 % Total</i>
Alcohol	11	\$926	22%	28	61%
Food Establishments	42	\$15,056	59%	49	69%
Pools, Schools, Day-cares	28	\$3,150	N.D.	N.D.	N.D.
In-Home Daycares, Vendors	23	\$1,313	72%	N.D.	N.D.
Rental	934	\$70,917	61%	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.*

### Annual Registration Fees





# TOWN OF LITTLE ELM

## DEVELOPMENT SERVICES DEPARTMENT

### MONTHLY DEVELOPMENT REPORT

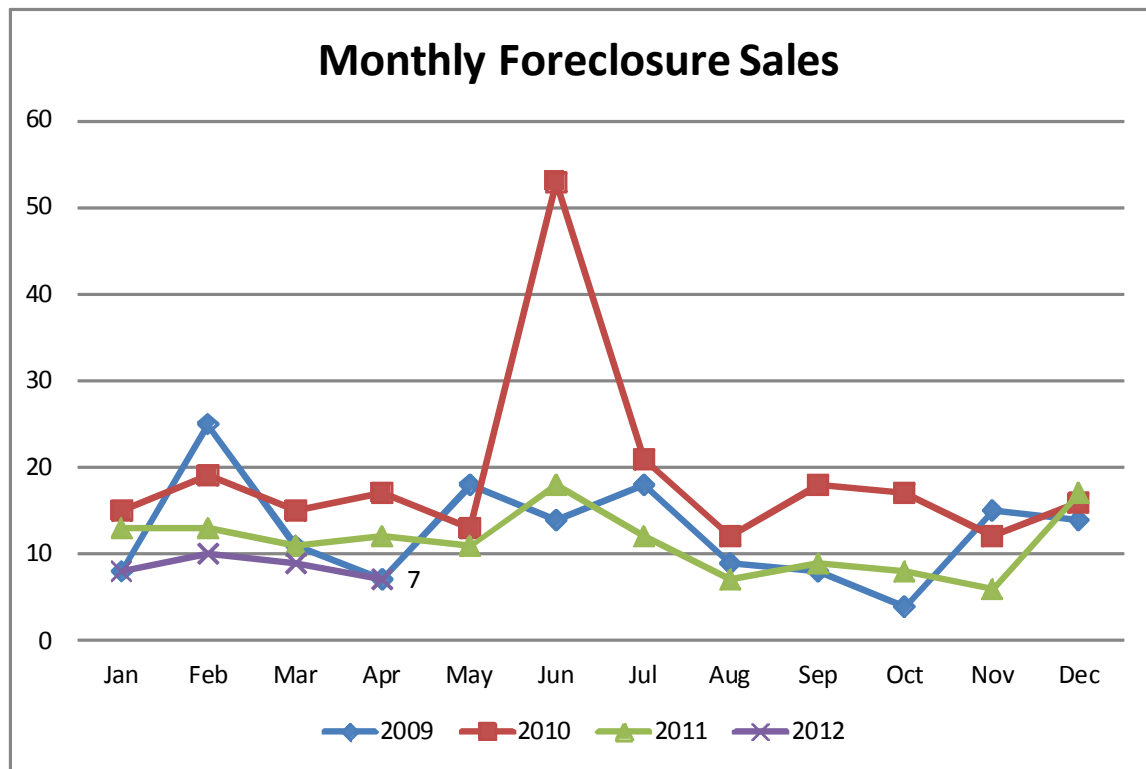
April 2012

## HEALTH SERVICES

### Development Officer Cases

	April	2012 Total (so far)
<b>Rental</b>	<b>8</b>	<b>13</b>
<b>Health</b>	<b>34</b>	<b>70</b>
<b>Development Enforcement</b>	<b>48</b>	<b>72</b>
<b>Total Inspections</b>	<b>90</b>	<b>155</b>

*Development Enforcement includes the investigation of zoning violations, illegal signs, construction without a permit, tree preservation complaints, and other special assignments necessary to protect Little Elm's tax base.*



Source: Denton Central Appraisal District.



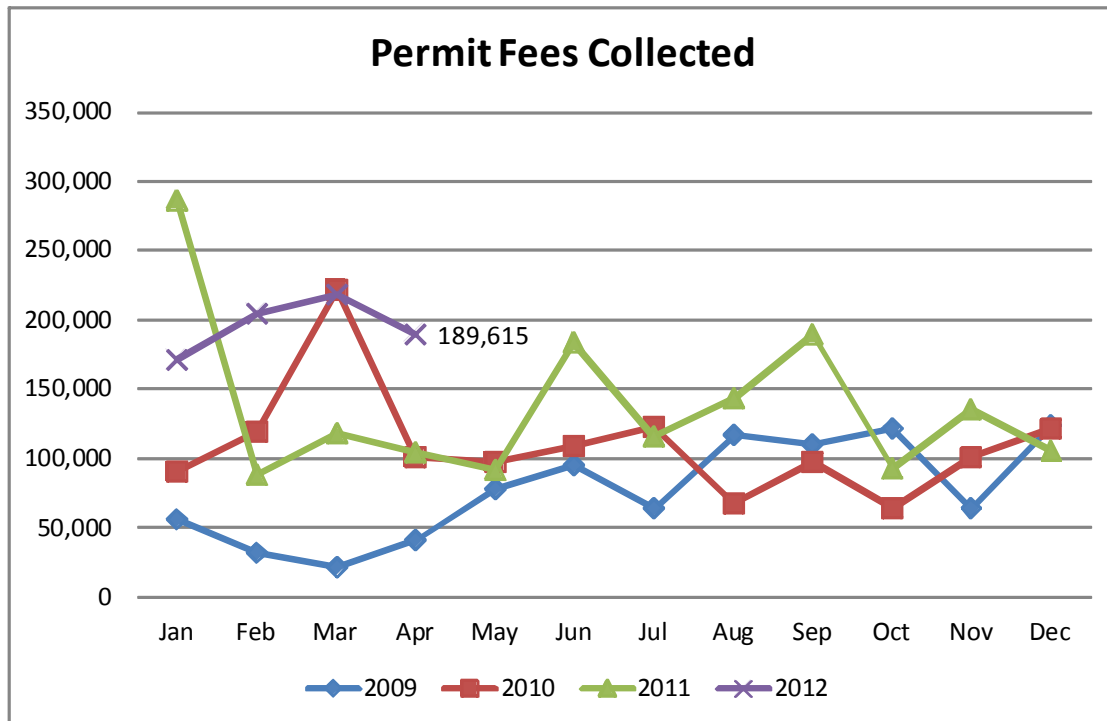
# TOWN OF LITTLE ELM

## DEVELOPMENT SERVICES DEPARTMENT

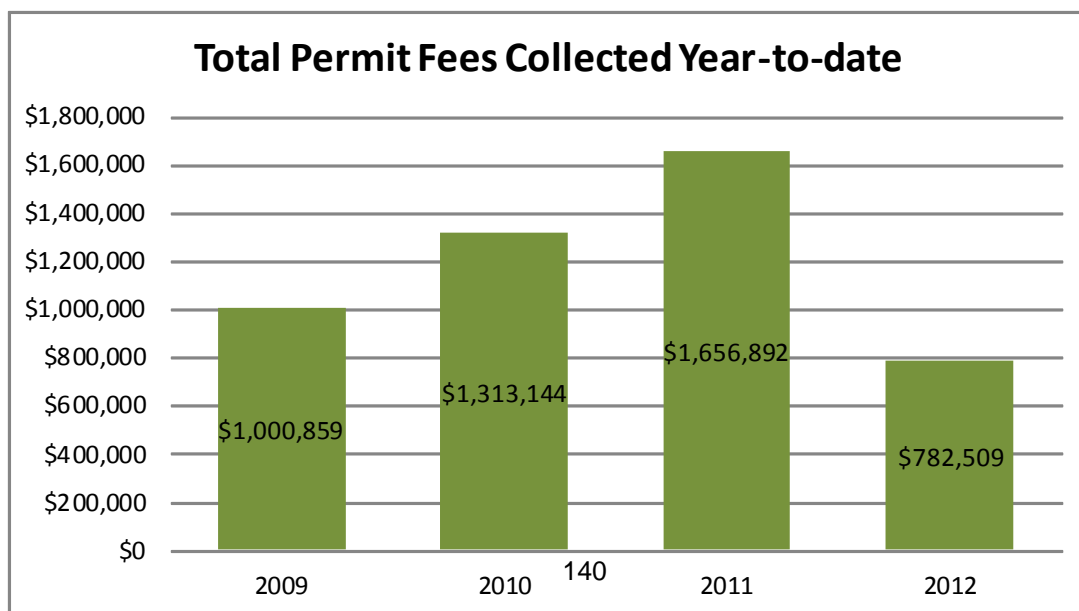
### MONTHLY DEVELOPMENT REPORT

April 2012

## DEPARTMENT SUMMARY



*Permit Fees Collected Includes: All Building Permits, Inspection Fees, Contractor Registrations, Planning fees, and Annual Permits. It excludes impact fees.*



## Active Commercial Projects

<b>Tenant Name</b>	<b>Project Type</b>	<b>Permit Date</b>	<b>Site Address</b>	<b>Status</b>
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
MTSI	Addition or Remodel	1/30/2012	1320 Walker Ln.	Under Construction
Sprint	Addition or Remodel	Not Issued	14197 King Rd.	In Review
Little Elm Retail	Addition or Remodel	5/4/2012	2405 FM 423 Ste. 400	Under Construction
Lakeview Court	Addition or Remodel	4/24/2012	204 Main St.	Under Construction
Town of Little Elm Senior Center	New Commercial Building	8/16/2011	301 Main St.	Awaiting Final Inspection
Town of Little Elm Community Center	New Commercial Building	7/19/2011	303 Main St.	Under Construction
Town of Little Elm Streetscape and Lighting	New Commercial Building	5/10/2011	100 W Eldorado	Under Construction
QuikTrip	New Commerical Building	12/22/2011	2181 FM 423	Under Construction
Lobo Fueling Center	New Commercial Building	1/12/2012	500 W Eldorado Pkwy.	Under Construction
All Storage Ltd	New Commercial Building	10/21/2011	26740 E US 380	Under Construction
Brakes Plus	New Commercial Building	2/24/2012	2201 FM 423	Under Construction
RaceTrac	New Commerical Building	3/2/2012	2100 FM 423	Under Construction
Verizon Wireless	New Commercial Finish-out	2/6/2012	26735 E US 380 Ste. 103	Awaiting Final Inspection
7-Eleven	New Commercial Site	Not Issued	8999 FM 720	In Review



# PUBLIC WORKS

T O W N O F L I T T L E E L M



## Contents

<b>Water:</b>	Page 2
<b>Conservation Goals:</b>	Page 3
<b>Waste Water:</b>	Page 4
<b>Fleet Services:</b>	Page 5
<b>Streets Solid Waste:</b>	Page 6
<b>Special Collection:</b>	Page 7

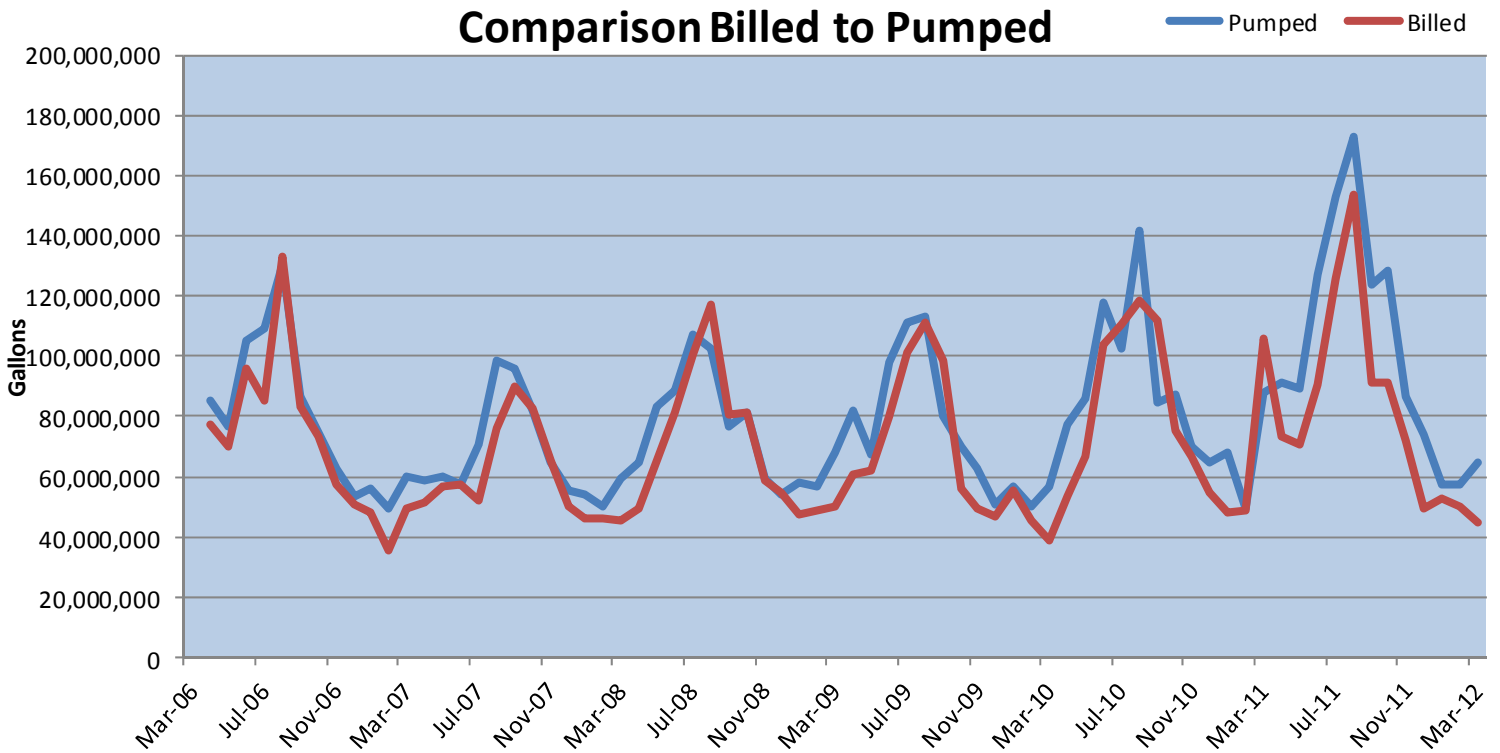
**MAY  
2012**

Kevin C. Mattingly  
Director of Public Works  
972-377-5556  
[kmattingly@littleelm.org](mailto:kmattingly@littleelm.org)

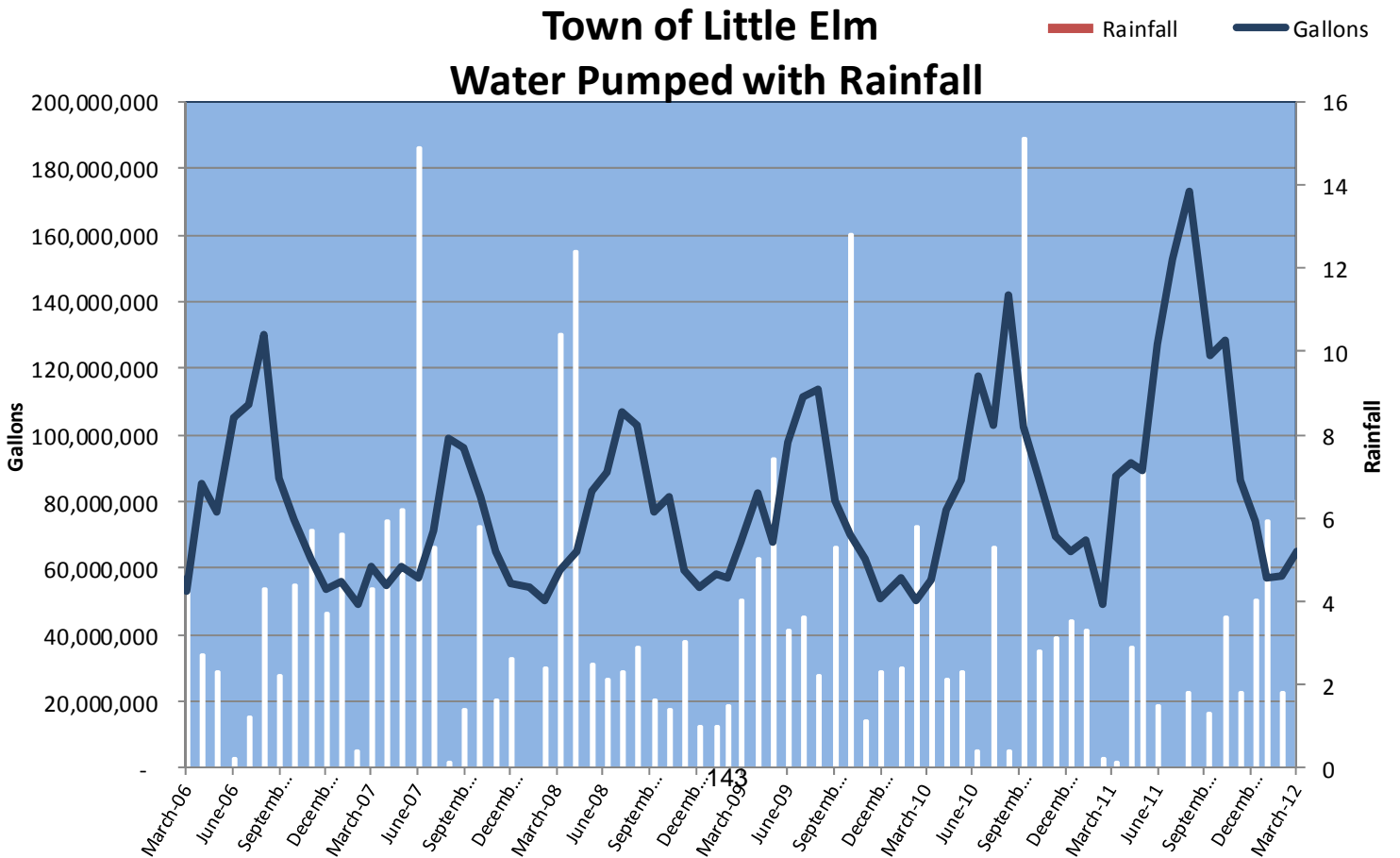


# WATER

## Comparison Billed to Pumped

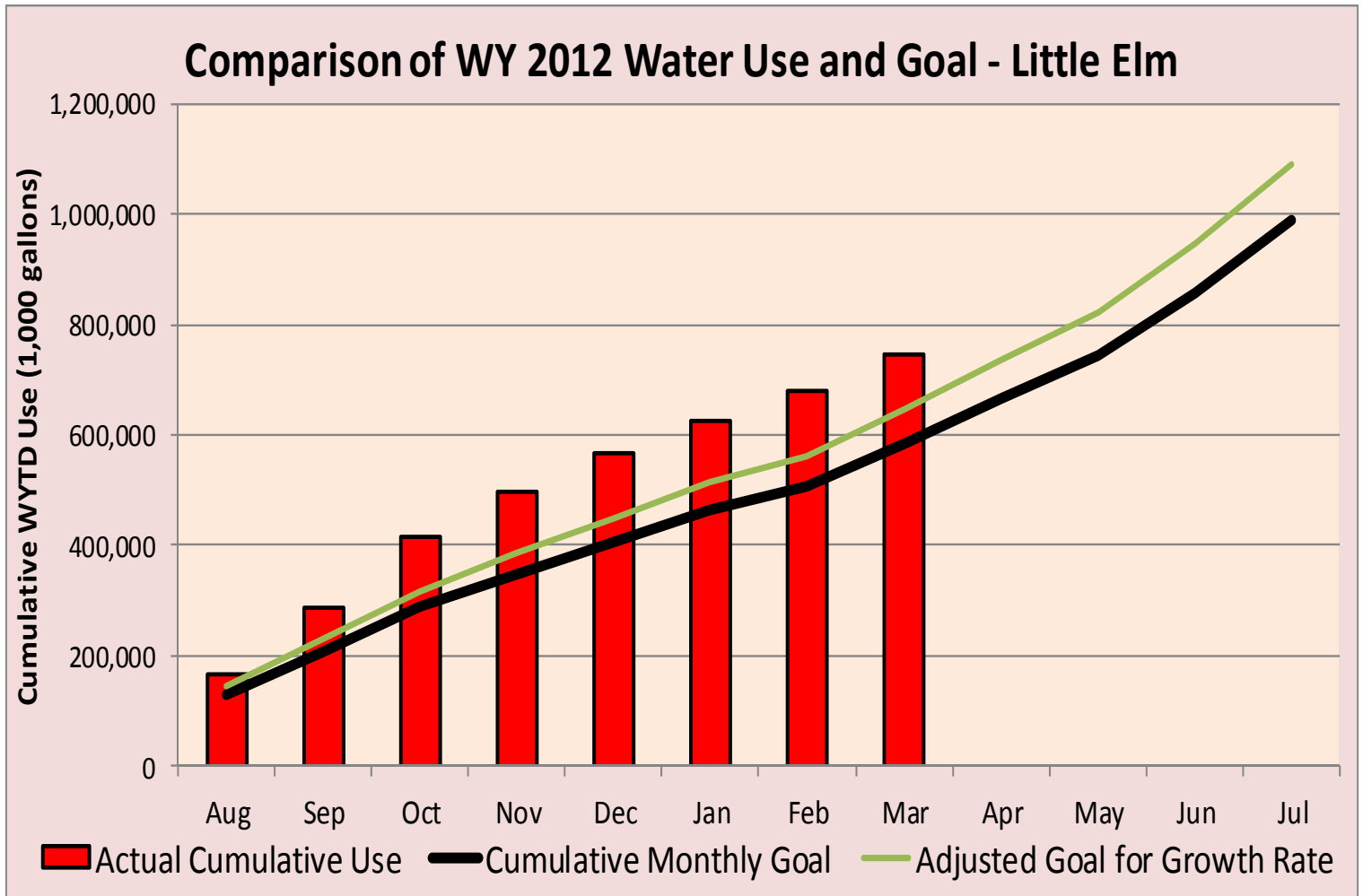


## Town of Little Elm Water Pumped with Rainfall





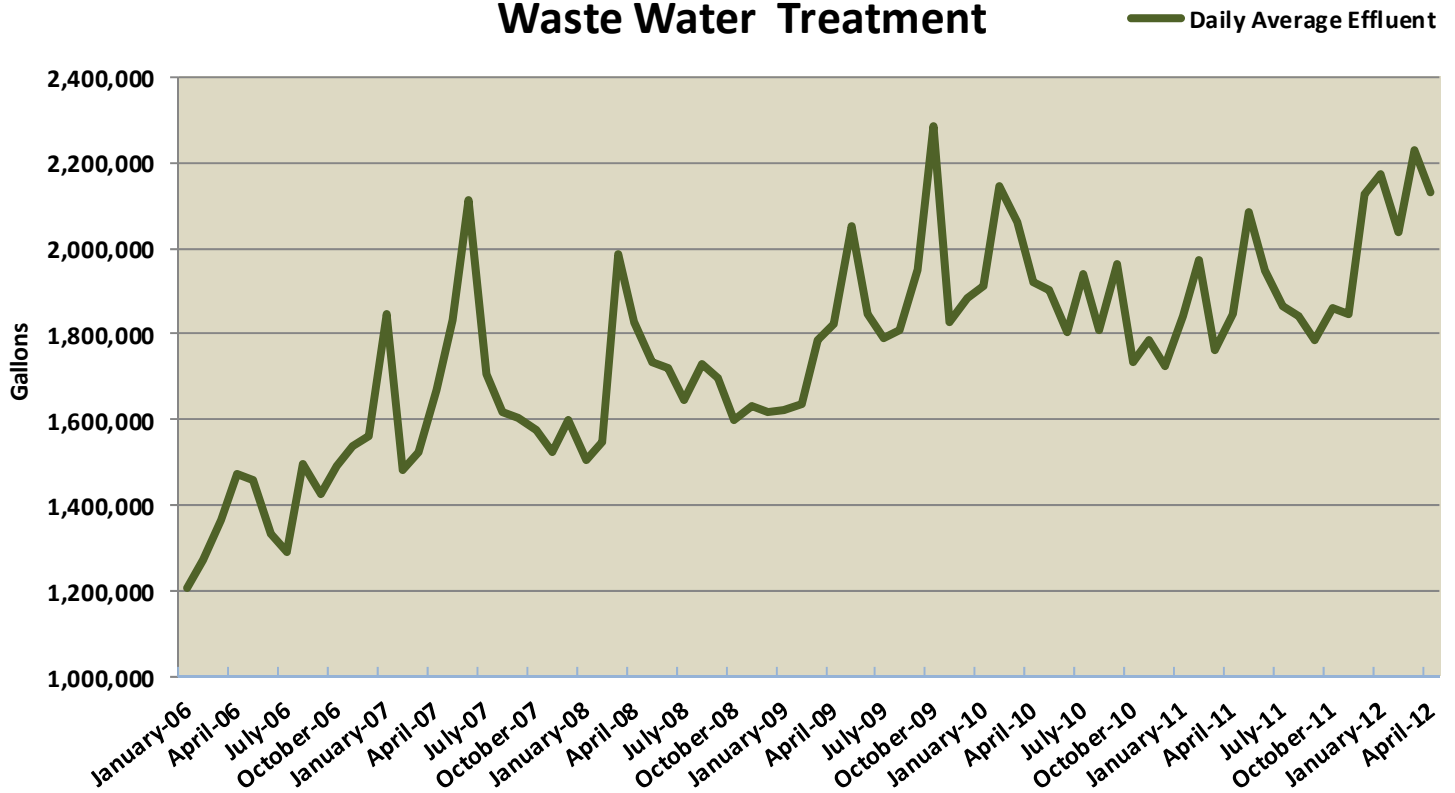
# WATER CONSERVATION STAGE 3 GOALS



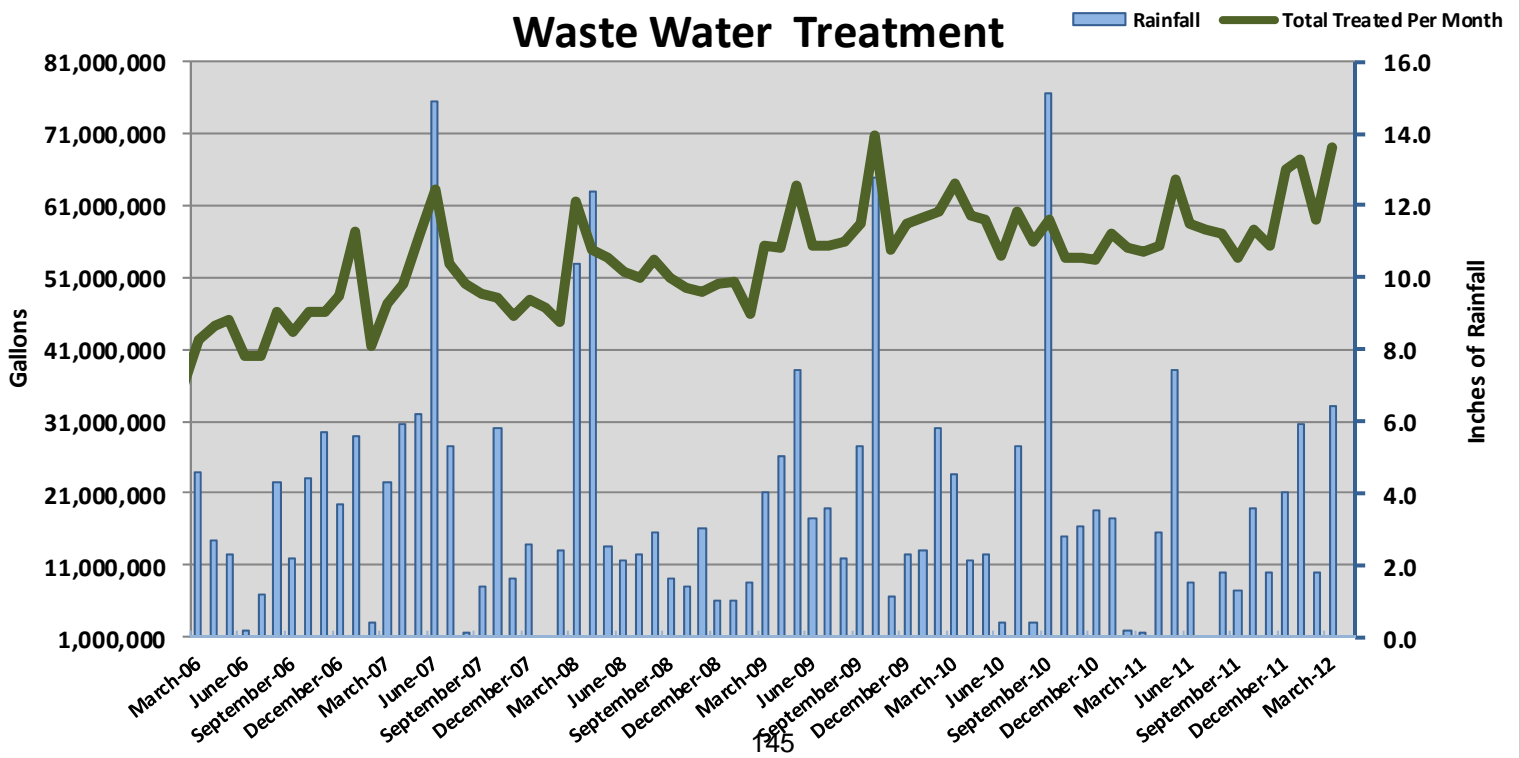


# WASTE WATER

## Waste Water Treatment



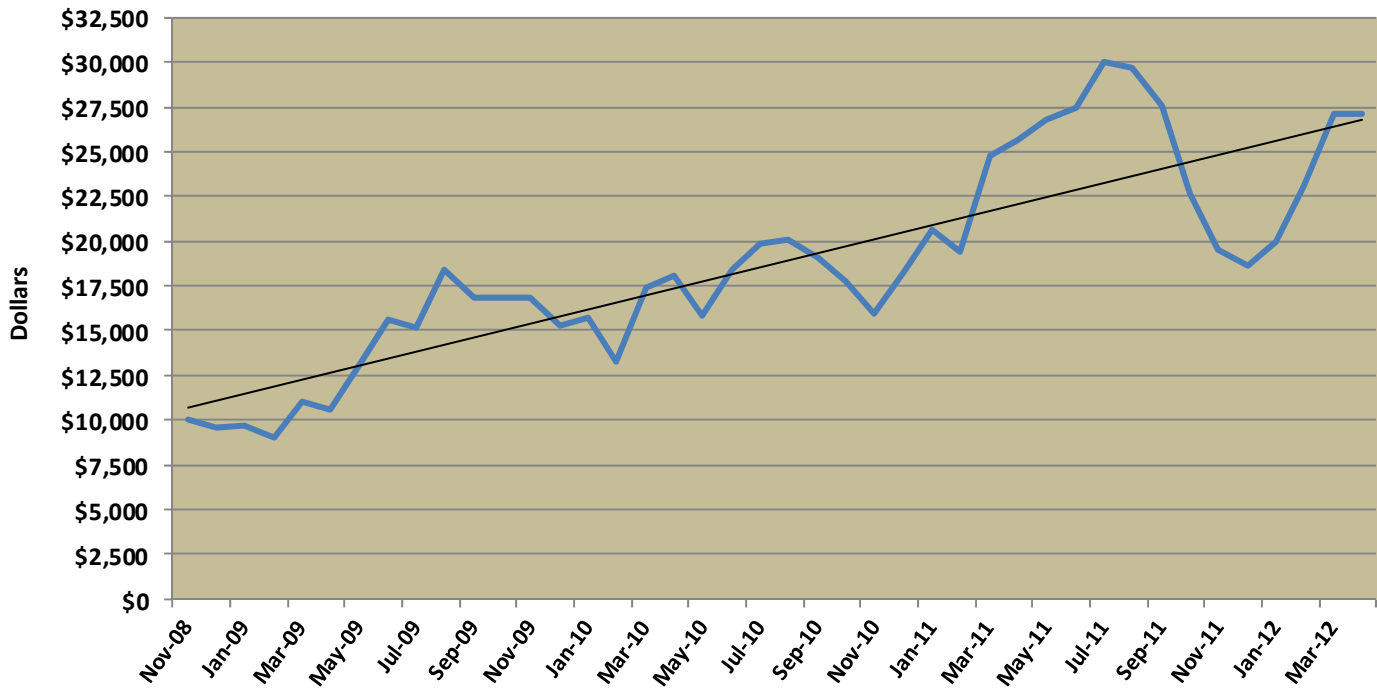
## Waste Water Treatment



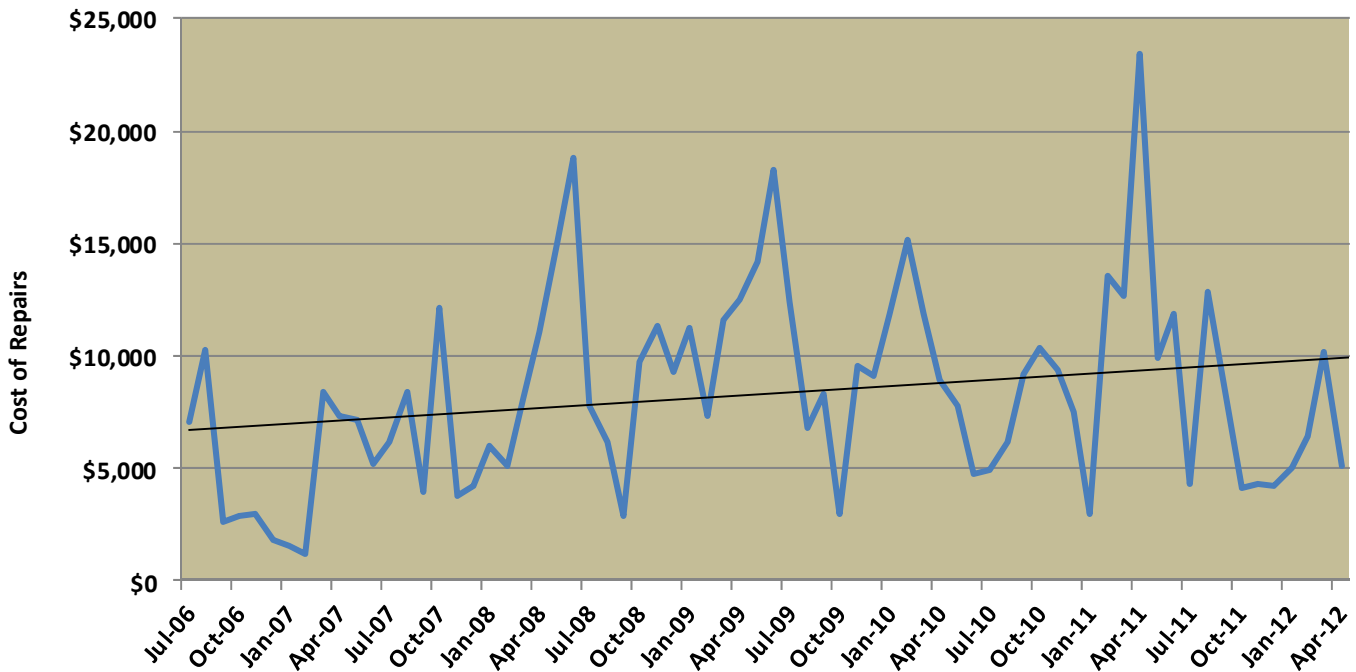


# FLEET SERVICES

## Monthly Fuel Cost

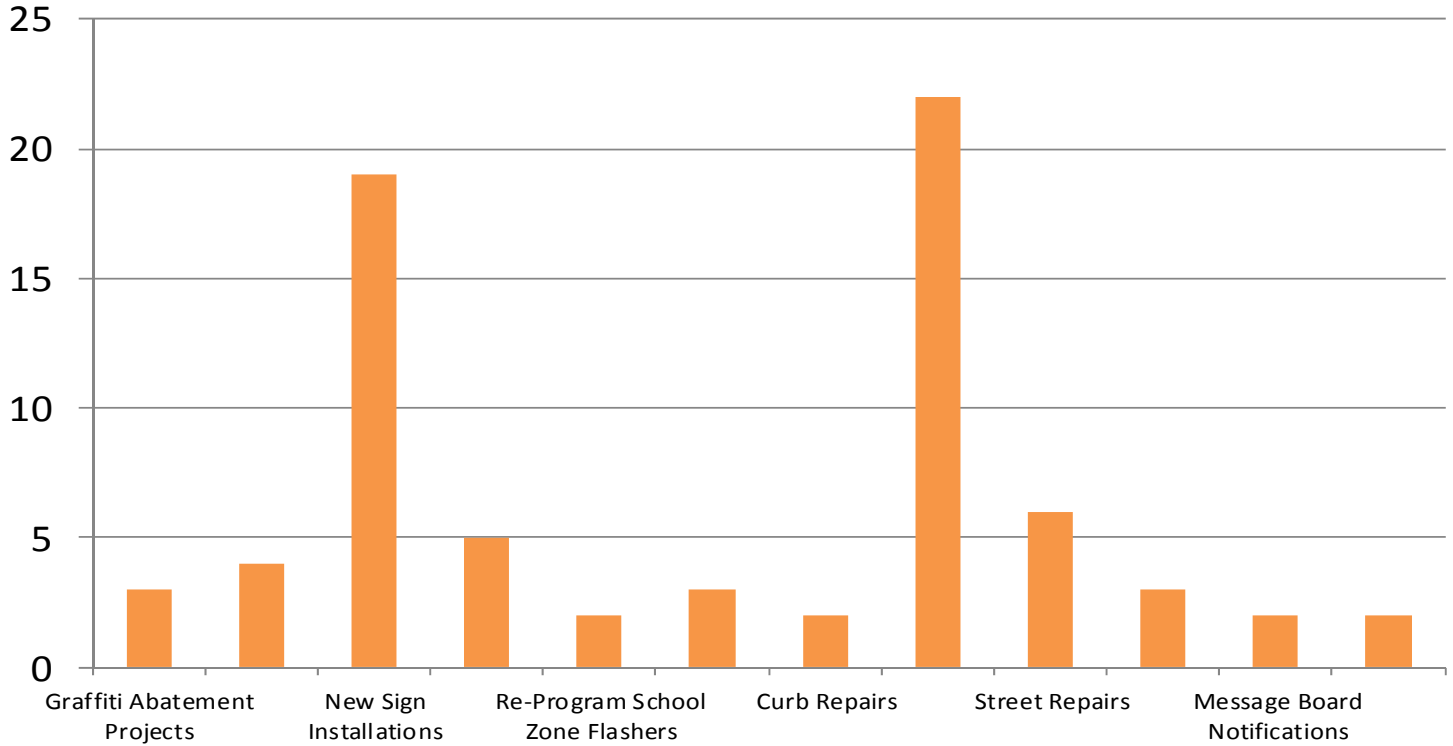


## Repair Costs per Month

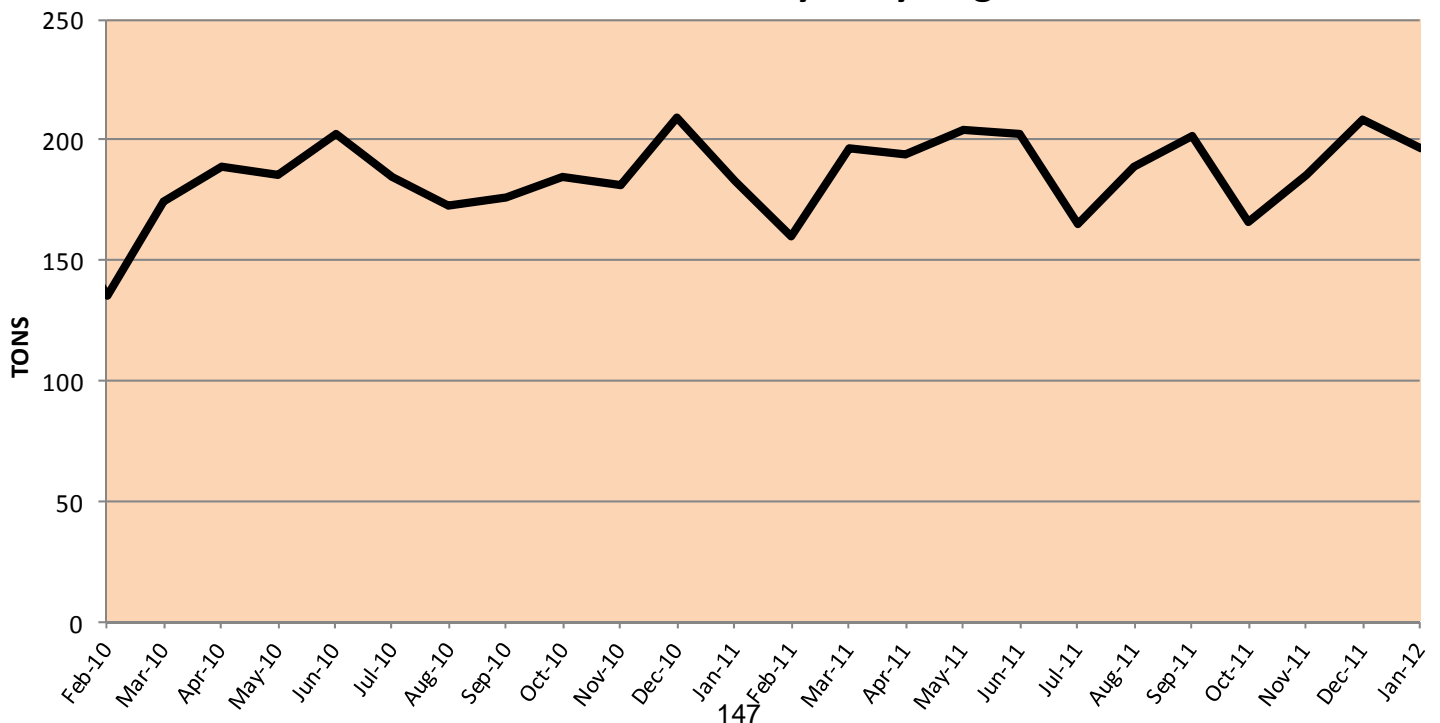


# STREET & SOLID WASTE

## Streets Work Orders



## Residential Monthly Recycling



# SPECIAL COLLECTION EVENT



Event Date

Saturday

May 12<sup>th</sup>, 2012

8:00 AM- 12:00 PM

Public Works Service Center

1600 Mark Tree Lane



The Town of Little Elm presents a Special Collection Event to include the collection of Household Hazardous Waste.

The event will be held on Saturday, May 12<sup>th</sup>, from 8:00AM – 12:00PM and the Town will be collecting **HHW** items such as paint and oil, as well as **old tires**, **electronics**, and offering **document shredding**.

As our Courtesy Site at Brenda Lane is closed for construction, the event will be held at our Public Works Service Center at 1600 Mark Tree Lane.

**DUE TO THE SITE BEING CLOSED WE WILL NOT BE ACCEPTING BULK WASTE OR BRUSH.**

We ask that you **pre-sort** as much as possible; this will help to keep the traffic moving, and allow our staff to work more efficiently.

This is another opportunity to purge those unused and unwanted items taking up precious space in your home and garage, in addition to getting rid of neighborhood eyesores.

**Again this year we offer collection of: rechargeable batteries and cell phone batteries.**

**Please bring a copy of your water bill, and help to keep Little Elm Clean and Green!**

**QUESTIONS? CONTACT: PUBLIC WORKS AT 972-377-5556**

