

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

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

**Workshop, Public Hearing & Regular Council**

**Tuesday, June 5, 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  - A. Items to be withdrawn from Consent Agenda.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. Discuss Updated Budget Planning Calendar. (Finance Director) 4
  - E. 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.
  - F. 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 John Wolfe-Crossridge Church.
5. Pledge to the Flags:

- A. United States Flag
- B. Texas Flag:  
Honor the Texas Flag I pledge allegiance to thee Texas,  
one state under God, one and indivisible.
- 6. Public Hearing and Action: A request for a Specific Use Permit for a Private School (Montessori) on approximately 0.58 acres of land, generally located at the northeast corner of Eldorado Parkway & Clark Street, currently zoned Town Center district (TC). All interested citizens are welcome to attend the hearing and participate in same.(Please fill out form on table outside chambers doors and present to the Town Secretary prior to the meeting, if desire to speak).
  - A. Staff Report.
  - B. Open Public Hearing.
  - C. Receive Public Comments.
  - D. Close Public Hearing.
  - E. Discussion and Action to adopt Ordinance No. 1105 an Ordinance of the Town of Little Elm, Texas, amending the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, herefore amended, by issuing a Specific Use Permit for a Private School (Montessori) use on property currently zoned Town Center (TC), located at the Northeast Corner of Eldorado Parkway and Clark Street, providing that this Specific Use Permit is established subject to certain conditions as set forth herein; providing a savings clause; correcting the official zoning map; providing a penalty; providing a severability clause; providing a repealer clause; providing an effective date. (Planning Manager) 5
- 7. 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.
- 8. 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 15, 2012 Workshop and Regular Meeting. (Town Secretary) 12
  - B. Minutes of the May 22, 2012 Special Meeting. (Town Secretary) 18

- C. Final Plat Sunset Pointe, Phase 24 from Dowdey, Anderson & Associates, Inc. generally located north of Sunflower Drive and west of FM 423. (Planning Manager) 19
- 9. Reports and requests for Town Council consideration and appropriate action:
  - A. Discussion and Action to approve Amendment #1 to the Advance Funding Agreement with TxDot on the Witt Road Bridge Improvements in the amount of \$1,054,187.00 and authorize the Town Manager to execute amendment for the same. (Director of Development Services) 23
  - B. Discussion and Action to approve a Task Order for F.M. 423 Improvements design between the Town of Little Elm and Jacobs, Inc. for the amount of \$62,270.00 and authorize the Town Manager to execute a contract for the same. (Director of Development Services) 28
  - C. Discussion and Action to approve Resolution No. 06051201 a Resolution of the Town Council of the Town of Little Elm authorizing the filing of a project application with the North Central Texas Council of Governments for a Regional Solid Waste Program Local Implementation Project; authorizing the Mayor to act on behalf of the Town of Little Elm in all matters related to the application; and pledging that if funding for this project is received the Town of Little Elm will comply with all project requirements of the North Central Texas Council of Governments, Texas Commission on Environmental Quality and the State of Texas. (Parks Director) 42
- 10. Adjourn Work Shop and Regular Meeting.

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

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

Respectfully,

Town Secretary

**This is to certify that the above notice was posted on the bulletin board at the Town Hall Center this 1st day of June 2012.**

**TOWN OF LITTLE ELM**

**AGENDA INFORMATION SHEET  
(Work Session):**



**COUNCIL MEETING DATE:** June 05, 2012

**ITEM:** Present and Discuss Updated Budget Planning Calendar

**DESCRIPTION :** The purpose of this agenda item is to discuss the budget calendar and budget process.

Town staff has begun preliminary steps in planning and preparation for the Fiscal Year 2012-2013 budget. The Town staff's objective is to provide timely information to the Town Council for decision-making purposes in order to establish budget priorities and identify key issues and to properly plan for these events staff needs input from Council to set strategic budget planning dates.

**FISCAL IMPACT:** N/A

**RECOMMENDED  
ACTION:** No formal action required

**ATTACHMENTS:** Staff will hand out calendar at meeting

**TOWN  
CONTACTS:** Alan Dickerson, Finance Director - 214.975.0415

# TOWN OF LITTLE ELM

## Town Council

### Staff Report



**PROJECT:** 12-SUP-001 SUP – Private School (Clark Montessori)

**HEARING DATES:** Planning & Zoning Commission: 05/17/12  
**Town Council:** 06/05/12

**REQUEST:** A request for a Specific Use Permit be issued for Private School use to approximately 0.58 acres of land currently zoned Town Center (TC) district.

**PROPOSED USE:** Private School (Montessori)

**LOCATION:** The property is generally located at the northeast corner of Eldorado Parkway and Clark Street.

**SIZE:** Approximately 0.58 acres

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

**EXISTING USE / SITE ATTRIBUTES:** Office Building / Undeveloped

**APPLICANT:** Robin Whitt, Applicant  
Mary Herrera, Owner

**PLANNING ANALYSIS:** Chapter 106 of the Little Elm Code of Ordinances requires Private School uses obtain a Specific Use Permit (SUP) to legally operate in the Town Center zoning district. The proposed Montessori school is included in this requirement.

The purpose of the SUP requirement is to allow the Town to determine the appropriateness of the proposal. Thus, Council has discretionary approval of the requested SUP.

Important to note, a concurrent application for a revised site plan was approved at the May 15<sup>th</sup>, 2012 Town Council meeting. That conceptual site plan, attached, is required to be constructed prior to the applicant occupying the premises.

When constructed, Staff believes that the revised site layout provides sufficient parking and site circulation for the proposed use. Additionally, Staff believes that the existing building and overall location is appropriate for the proposed use.

The Planning & Zoning Commission unanimously recommended approval of the requested SUP at its May 17, 2012 regular meeting. There was a concern regarding a potential school zone on Eldorado Parkway created by the proposed use that, after researching, proved to not be a problem.

**RECOMMENDED  
ACTION:**

Staff recommends approval of the requested SUP for a Private School, with the following special ordinance provisions:

1. The conceptual site plan approved by Council on 05-15-12 shall be constructed prior to occupancy.
2. Existing SUP Ordinance #1011 is hereby repealed in its entirety.
3. The applicant shall comply with all Fire, Building, and Health codes and obtain all necessary permits.
4. The Private School use shall maintain a parking agreement or arrangement with the future parking lot to the north, or some other parking area acceptable to Staff.
5. This SUP expires if the proposed use is abandoned for more than a 24 month period.

**TOWN CONTACT:**

Dusty McAfee, AICP - Planning Manager

**ATTACHMENTS:**

Ordinance 1105  
Location Map  
Conceptual Site Plan

## **TOWN OF LITTLE ELM**

### **ORDINANCE NO. 1105**

**AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, HEREOFRE AMENDED, BY ISSUING A SPECIFIC USE PERMIT FOR PRIVATE SCHOOL (MONTESSORI) USE ON PROPERTY CURRENTLY ZONED TOWN CENTER DISTRICT (TC), LOCATED AT THE NORTHEAST CORNER OF ELDORADO PARKWAY AND CLARK STREET, PROVIDING THAT THIS SPECIFIC USE PERMIT IS ESTABLISHED SUBJECT TO CERTAIN CONDITIONS AS SET FORTH HEREIN; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

**WHEREAS**, Chapter 106 (Zoning) of the Little Elm Code of Ordinances requires a Specific Use Permit be granted by Town Council in order to legally operate and occupy the subject property with Private School (Montessori) use while it is zoned Town Center district (TC); and

**WHEREAS**, a request for a Specific Use Permit, for Private School (Montessori) use has been submitted by Robin Whitt on a piece of property currently zoned Town Center district (TC), more specifically described on the Location Map, attached hereto; and

**WHEREAS**, Section 106-36 of the Little Elm Code of Ordinances, and as amended, provides that in considering and determining the issuance of a specific use permit, the Town may require from an applicant plans, information, operating data, and expert evaluation concerning the location and function and characteristics of any building or use proposed; and may, in the interest of the public welfare and to assure compliance therewith, establish conditions of operation, location, arrangement, and construction of any use for which a permit is authorized; and further, that in authorizing the location of any of the uses listed as specific use permits, the Town Council may impose such development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, odor, gas, explosion, glare, offensive view, or other undesirable or hazardous conditions; and

**WHEREAS**, the Town Council and the Planning and Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings

and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested specific use permit described herein; and

**WHEREAS**, after due deliberations and consideration of the recommendation of the Planning and Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the requested specific use permit for Private School uses would be in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

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

**SECTION 2. AMENDMENT.** That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by issuing a **Specific Use Permit for a Private School (Montessori)** to the property located at the northeast corner of Eldorado Parkway and Clark Street, Little Elm, Denton County, Texas, a tract of land more particularly described on the Location Map, attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

**SECTION 3. CONDITIONS.** The following special ordinance provisions shall apply to the subject property:

1. The conceptual site plan approved by Council on 05-15-12, attached, shall be constructed prior to occupancy.
2. Existing SUP Ordinance #1011 is hereby repealed in its entirety.
3. The applicant shall comply with all Fire, Building, and Health codes and obtain all necessary permits.
4. The Private School use shall maintain a parking agreement or arrangement with the future parking lot to the north, or some other parking area acceptable to Staff.
5. This SUP expires if the proposed use is abandoned for more than a 24 month period.

**SECTION 4. 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 5. ZONING MAP.** The official zoning map of the Town shall be amended to reflect the changes in zoning made by this ordinance.

**SECTION 6. PENALTY.** Any person, firm, or corporation violating any of the provision of this ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

**SECTION 7. SEVERABILITY.** The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

**SECTION 8. REPEALER.** That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict.

**SECTION 9. EFFECTIVE DATE.** That this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

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

**The Town of Little Elm, Texas**

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

ATTEST:

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






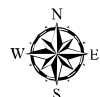
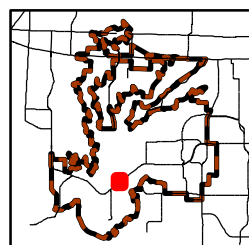
## Location Map

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

0 80 160  
Feet

### Legend

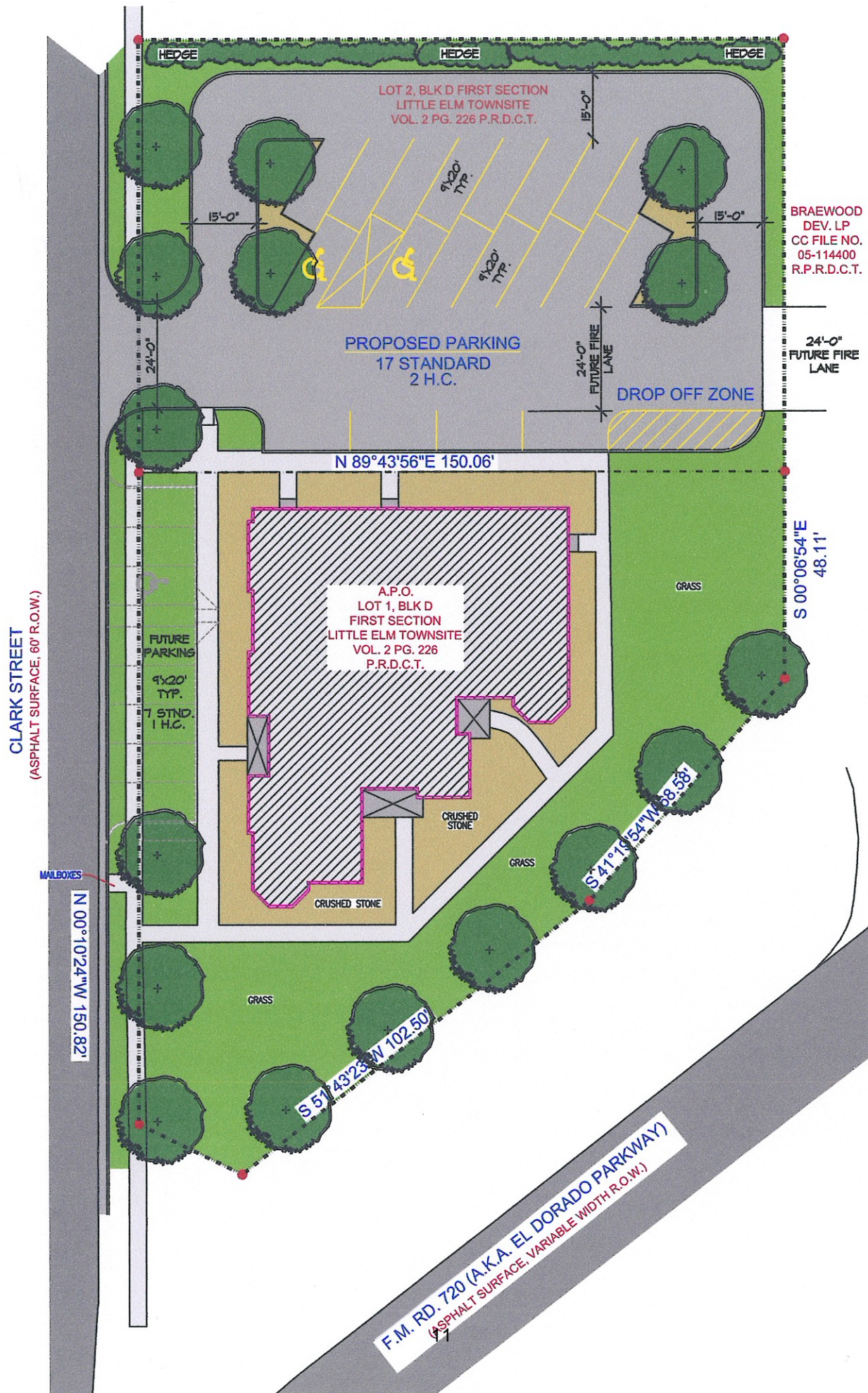
-  Subject Property
-  Parcels
-  Town Limits



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

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







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

**WORKSHOP, PUBLIC HEARING AND REGULAR TOWN COUNCIL MEETING**  
**May 15, 2012**

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

1. Call to Order Council Work Shop **at 6:00 p.m.**
  - a. Items to be withdrawn from Consent Agenda. **NONE**
  - b. Emergency Items if posted. **NONE**
  - c. Request by the Town Council for items to be placed on the next regular council agenda for discussion, and recognition of excused absences. **Council Member Stevens** asked that (2) items be placed on a future agenda for discussion; release of employee for time spent in participation in Special Olympics type programs and discussion on reducing the current height of 48 inches on grass/weeds to less than that amount. Excused absences. **NONE**
  - d. Presentation of monthly updates from department heads: **Parks Director Tony Chrisman** reminded council of the Arts and Sounds event this Saturday May 19<sup>th</sup>. There also will be a barbeque cook-off this Saturday; a soccer end of year event will also take place this weekend. The Brenda Button Mills Senior Center is now open; the Seniors are very exciting about their new facility. Staff plans grand opening in latter part of June. A new program will be started soon in conjunction with Spam group regarding Healthy & Nutritional Meals for Seniors and Senior Fitness Program. **Public Works Director Kevin Mattingly** reported on the Special Waste event held on May 12<sup>th</sup>. Also the North Texas Water District Board of Directors would meet on May 24<sup>th</sup> on their agenda will be an item to relax the water restrictions back to Stage 2; watering twice a week.
  - e. Council to highlight items on the agenda needing further discussion or comments prior to the regular session. **NONE**
2. **Presentations and Announcements:** Council member Stevens stated he had (2) things he would like to mention. Today is National Police Officer Memorial Day and this week is National Police Week. I regret I discovered this today after noticing the flags at half-mast; and began asking questions. I hope that next year we can take notice of it a little sooner and do some in addition. We do want to express gratitude to our Police Department for putting their lives at risk and the time and effort they put in protecting our city. Secondly I want to say thank you to Kathy Phillips for the extra time that goes into the election process here; if you do not realize the amount of time that she put is over and

above the 40 hours you need to hang around during the election process. It definitely requires a huge amount of time. I for one want to say thank her for that extra effort.

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 led the pledge to the flags.
  - a. United States Flag
  - b. Texas Flag
6. Upon motion by Council member Roebken and second by Council member Gerard the members **voted 6-0** 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.
7. **Certificate of Elections** was issued to newly elect Council member. No new council members were elected; Run-off Election required.
8. **Statement of Elected Officer:** Town Secretary swore in newly elected officers; giving Statement of Elected Officer and Oath of Officer. No new council members were elected; Run-off Election required.
9. Upon motion by Council member Gerard and second by Council member Shoemaker the members **voted 6-0** 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.
10. **Public Comments:** None

11. Upon motion by Council member Stevens and second by Council member Shoemaker the members **voted 6-0** to approve the Consent Agenda as presented:

- a. **Minutes** of the May 1, 2012 Workshop and Regular Meeting.
- 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.
- 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.
- 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.
- 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.

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

- a. Upon motion by Council member Roebken and second by Council member Shoemaker the members **voted 6-0** to re-appoint Patricia Adams as Municipal Court Judge for the Town of Little Elm for a two (2) year term.
- b. Upon motion by Council member Gerard and second by Council member Stevens the members **voted 6-0** 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 conflicting ordinances; providing a saving and a severability clause; and providing for an effective date.
- 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).

1. **Staff Report and Presentation.** 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 damage 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 informed 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 and 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 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, and Step (7) Council adoption. The schedule includes Freese and Nichols working on start of Step 1 through 3 while FEMA is processing the grant application. **Representative from Freese and Nichols** stated that **the agenda tonight would be** (1) Disaster Mitigation Act of 2000, (2) HMAP: What, Why, and How?, (3) Progress to Date, (4) HMAP Goals, and (5) Selected Natural Hazards. **The Disaster Mitigation Action of 2000** required all local governments to prepare a Hazard Mitigation Action Plan (HMAP). An HMAP is required for HMGP funding. It is intended to help communities minimize loss of life and property due to natural hazards. **What is an HMAP Action Plan:** FEMA program to address natural hazards, develop mitigation actions to minimize property damage and loss of life caused by disaster, led by a steering committee with guidance from consultants, and 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 created:** establishment of

goals and objectives, hazard identification and profiling, asset identification and loss estimation (Risk Assessment), Development of mitigation strategies, prepare draft plan and submit to TDEM (state) and FEMA (federal) for approval, address comments from state and federal, and adopt the final plan. **Progress to Date:** March 23, 2012 –Project Kick-off: develop project schedule, begin steering committee selection process, draft preliminary HMAP goals. April 19, 2012-First meeting of steering committee: HMAP goal finalized and four (4) natural hazards selection for HMAP. **Little Elm HMAP Goals:** (1) Protect the health and safety of the public, (2) facilitate sustainable growth, (3) protect established development, (4) educate the public about mitigation, and (5) reduce future damages from natural events. **Selected Hazards:** Four (4) hazards selection by the steering committee: (1) Tornadoes and High Winds, (2) Extreme heat and drought, (3) Severe winter and ice storm, and (4) flooding. **Public Education and Involvement:** Information to Public; HMAP page on [www.littleelm.org](http://www.littleelm.org), signs throughout the community advertising public meeting, and council meeting open to public discussion. Open for Questions and Comments. **Next Steps:** Discuss public comments with steering committee; finalize hazard profiles based on public comments, risk assessment: identify Town assets and estimated losses due to identified hazards, develop a minimum of two mitigation actions for each identified hazard, submit for approval by TDEM, and submit for approval by FEMA.

2. **Opened Public Hearing at 6:25 p.m.**

3. **Receive Public Comments.** Questions by audience present; plan of action regarding air plane crashes, place for residents to go in case of emergency, evacuation route to get people in and out of town, mass casualty events. These types of events fall under the Emergency Response Plan; which the Town has in place and have had table top discussions with mock scenarios for discussion. The items being presented are things that we can do in advance of a Natural Disaster and identify action we can take to prevent. One resident ask about wild fires as she lives west of the lake bridge. She was ask to go to the web site provided and give her comments and concerns to be taken into consideration at the next committee meeting

4. **Closed Public Hearing at 6:35 p.m.**

- d. Upon motion by Council member Cornelious and second by Council member Gerard the members **voted 6-0** 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.

- e. Upon motion by Council member Gerard and second by Council member Shoemaker the members **voted 6-0** 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.
- f. Upon motion by Council member Stevens and second by Council member Cornelious the members **voted 6-0** 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.
- g. Upon motion by Council member Roebken and second by Council member Gerard the members **voted 6-0** to approve Conceptual Site Plan for PDS building parking expansion located at the northeast corner of Eldorado Parkway and Clark Street.

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

- a. Town Secretary Monthly Report for April 2012.
- b. Development Services Monthly Report for April 2012.
- c. Public Works Monthly Report for May 2012.

14. Adjourned Work Shop and Regular Meeting **at 6:50 p.m.**

Respectfully,



Cathy Phillips  
Town Secretary

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

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

**SPECIAL TOWN COUNCIL MEETING**  
**Tuesday May 22, 2012**

**Present:** Charles Platt Mayor, Curtis Cornelious Mayor Pro-tem, Council members Richard Stevens, Stephanie Shoemaker, and Bill Roebken. **Absent:** Council member Brandon Gerard. **Also present:** Doug Peach and Kathy Phillips.

1. Roll Call/Called to Order Special Meeting **at 6:00 p.m.**
2. The Town Council convened into Closed (executive) session **at 6:01 p.m.** pursuant to Chapter 551, Texas Government Code, Vernon's Texas Code Annotated, in accordance with the authority contained in:

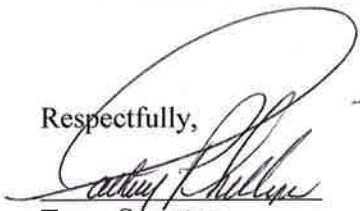
**Section 551.074:** Personnel Matters, discussion regarding Town Manager vacancy.

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

**Section 551.074:** Personnel Matters, regarding Town Manager vacancy.  
**NO ACTION TAKEN**

4. Adjourned Special Meeting **at 7:10 p.m.**

Respectfully,



Town Secretary

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

# TOWN OF LITTLE ELM

## Town Council

### Staff Report



**PROJECT:** 12-FP-003 Sunset Pointe, Phase 24

**HEARING DATES:** Planning & Zoning Commission: 05/17/12  
**Town Council** 06/05/12

**REQUEST:** Proposal to final plat 44 residential lots

**PROPOSED USE:** Single Family Residential

**LOCATION:** The property is generally located north of Sunflower Drive and west of F.M. 423.

**SIZE:** Approximately 7.883 acres

**CURRENT ZONING:** SF-PD (Single Family)

**EXISTING USE / SITE ATTRIBUTES:** Undeveloped

**APPLICANT:** Dowdey, Anderson & Associates, Inc.

**PROPERTY OWNER:** Sunset Pointe I, LTD.

**PLANNING ANALYSIS:** The applicant has completed Staff's requested revisions on the Final Plat. The proposed plat is in compliance with the Town of Little Elm's subdivision regulations.

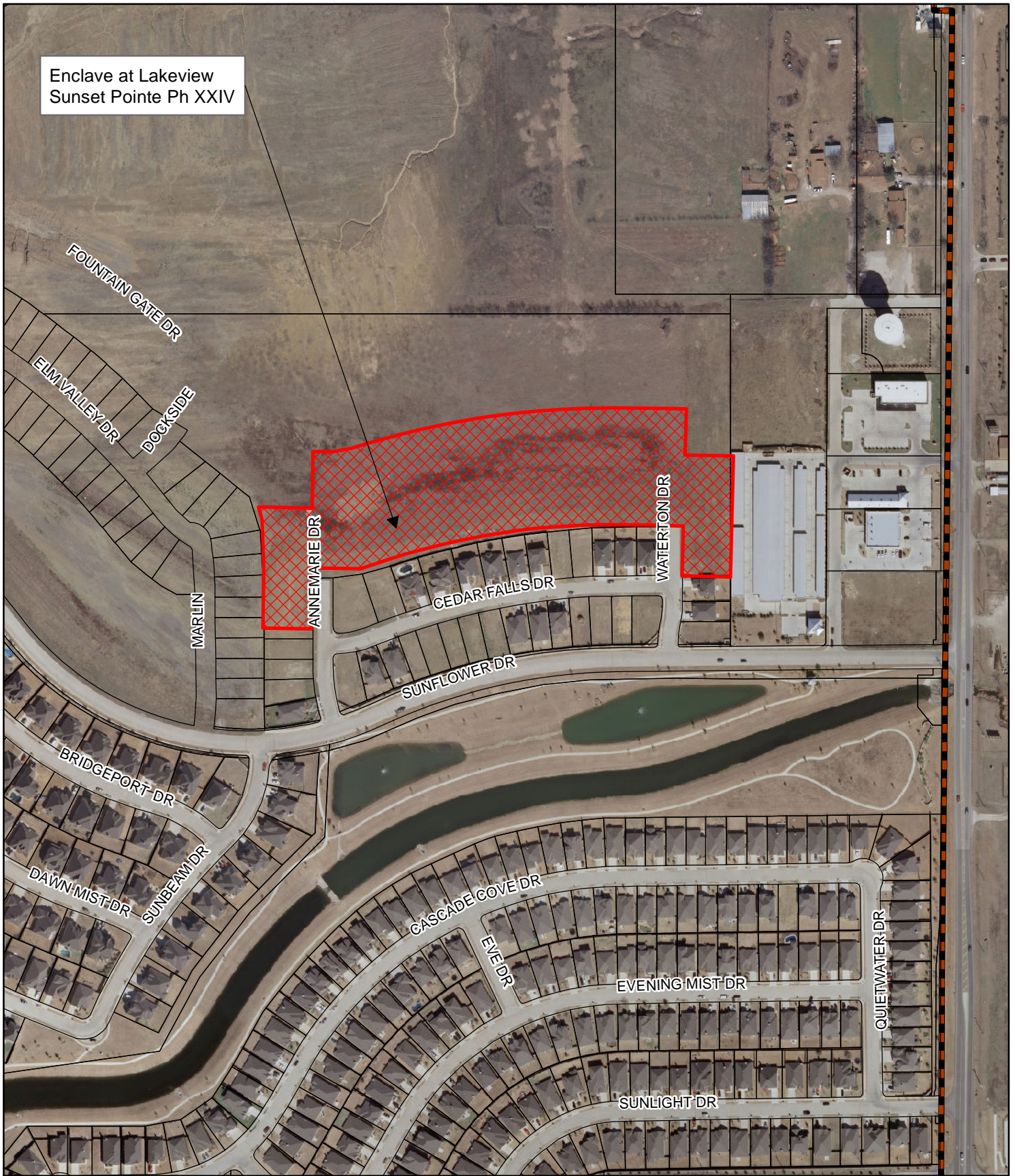
**RECOMMENDED ACTION:** Staff recommends approval of the Final Plat.  
[On May 17, 2012, the Planning & Zoning Commission unanimously recommended approval of the proposed plat.](#)

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

**ATTACHMENTS:** Location Map  
Final Plat



Enclave at Lakeview  
Sunset Pointe Ph XXIV






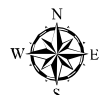
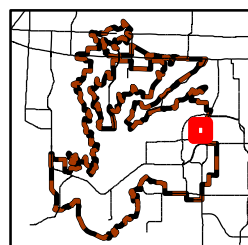
## Location Map

Town of Little Elm  
Denton County, Tx  
Date: 4/23/2012

0 165 330  
Feet

### Legend

-  Subject Property
-  Parcels
-  Town Limits



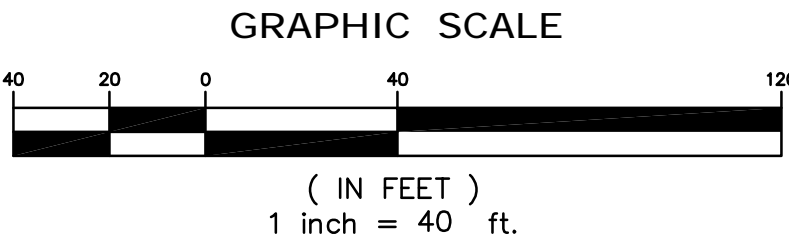
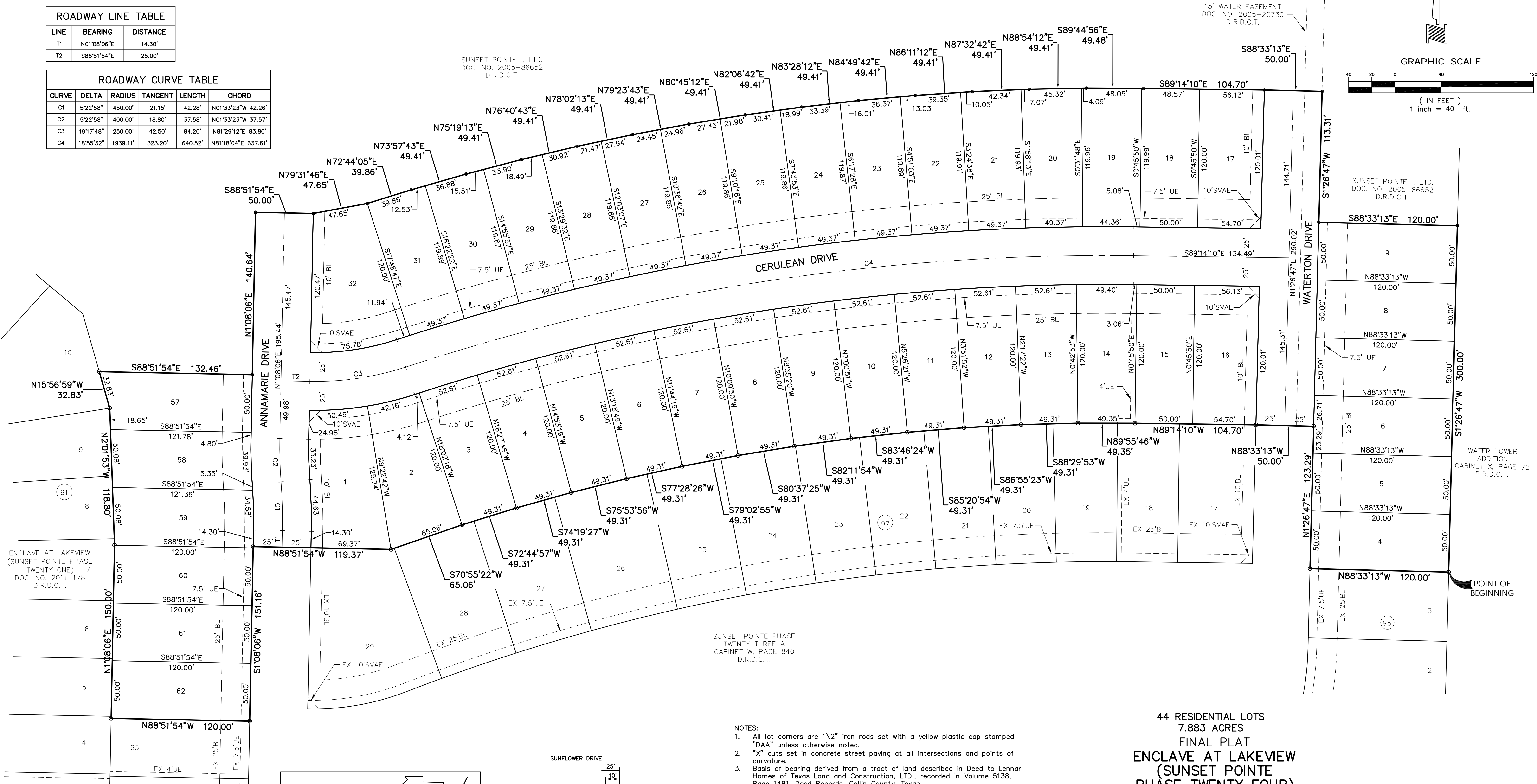
This map is the property of the Town of Little Elm, and is not to be reproduced by any means, mechanical or digital, without written consent of the Town.

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

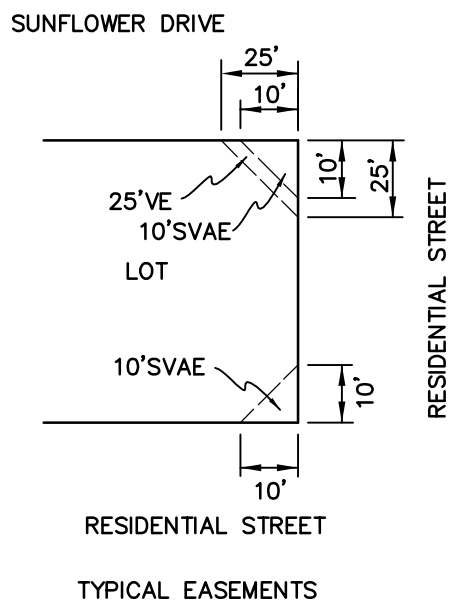
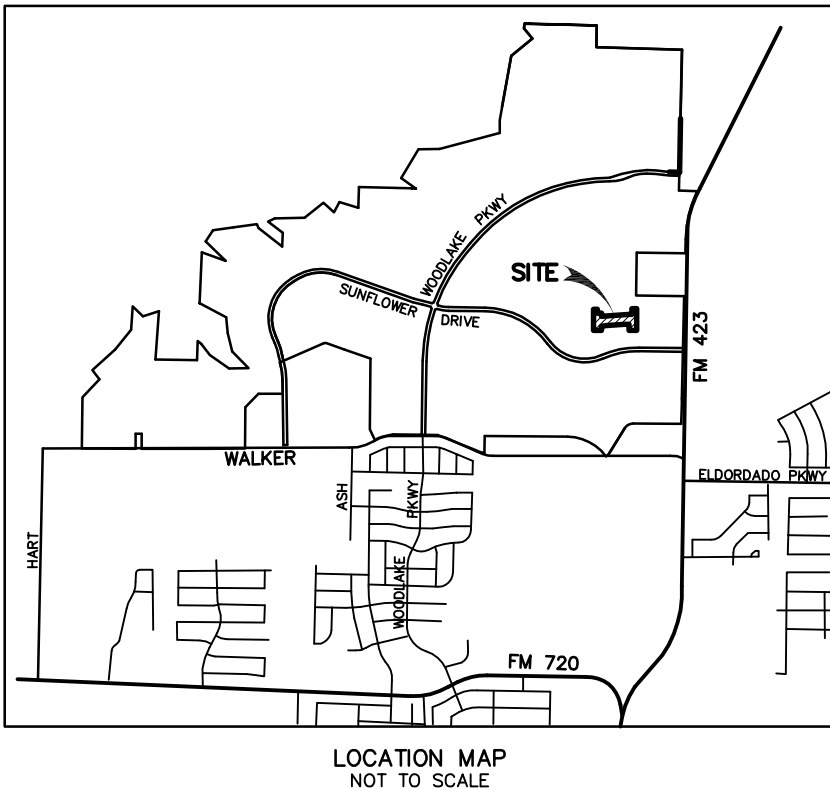


| ROADWAY LINE TABLE |             |          |
|--------------------|-------------|----------|
| LINE               | BEARING     | DISTANCE |
| T1                 | N01°08'06"E | 14.30'   |
| T2                 | S88°51'54"E | 25.00'   |

| ROADWAY CURVE TABLE |           |          |         |         |                     |
|---------------------|-----------|----------|---------|---------|---------------------|
| CURVE               | DELTA     | RADIUS   | TANGENT | LENGTH  | CHORD               |
| C1                  | 5°22'58"  | 450.00'  | 21.15'  | 42.28'  | N01°33'23"W 42.26'  |
| C2                  | 5°22'58"  | 400.00'  | 18.80'  | 37.58'  | N01°33'23"W 37.57'  |
| C3                  | 19°17'48" | 250.00'  | 42.50'  | 84.20'  | N81°29'12"E 83.80'  |
| C4                  | 18°55'32" | 1939.11' | 323.20' | 640.52' | N81°18'04"E 637.61' |



- LEGEND**
- BL = BUILDING LINE
  - HOA = HOMEOWNER'S ASSOCIATION
  - SVAE = SIDEWALK, VISIBILITY & ACCESS EASEMENT
  - UE = UTILITY EASEMENT
  - WE = WATER EASEMENT
  - D.R.D.C.T. = DEED RECORDS, DENTON COUNTY, TEXAS
  - P.R.D.C.T. = PLAT RECORDS, DENTON COUNTY, TEXAS
  - DOC. NO. = DOCUMENT NUMBER
  - <CM> = CONTROL MONUMENT
  - ◇ = DENOTES STREET NAME CHANGE
  - ⊙ = 1/2" IRON ROD FOUND W/ YELLOW PLASTIC CAP STAMPED "DAA"
  - = 1/2" IRON ROD SET W/ YELLOW PLASTIC CAP STAMPED "DAA"



- NOTES:**
- All lot corners are 1/2" iron rods set with a yellow plastic cap stamped "DAA" unless otherwise noted.
  - "X" cuts set in concrete street paving at all intersections and points of curvature.
  - Basis of bearing derived from a tract of land described in Deed to Lennar Homes of Texas Land and Construction, LTD., recorded in Volume 5138, Page 1481, Deed Records, Collin County, Texas.
  - Notice: selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.
  - All lots comply with the minimum size requirements of the zoning district (including minimum lot width of 50 feet at the front building line).
  - This property may be subject to charges related to impact fees and the applicant should contact the Town regarding any applicable fees due.
  - This plat does not alter or remove existing deed restrictions, if any, on this property.
  - Total public right-of-way dedication by this plat is 70,691 square feet (1.623 acres).
  - No 100 Year Flood Plain exists on this site. The subject property lies within Zone X (unshaded) "defined as areas determined to be outside 500-year Flood Plain" as defined by the Federal Emergency Management Agency, (F.E.M.A.), Flood Insurance Rate Map (F.I.R.M.), Community Panel No. 48121C0410G, dated April 18, 2011 for Denton County and incorporated areas.

44 RESIDENTIAL LOTS  
7.883 ACRES  
FINAL PLAT  
**ENCLAVE AT LAKEVIEW  
(SUNSET POINTE  
PHASE TWENTY FOUR)**  
AN ADDITION TO THE TOWN OF LITTLE ELM  
W.J. MCNEIL SURVEY ~ ABSTRACT NO. 840  
DENTON COUNTY, TEXAS

APRIL 2011 SCALE: 1" = 40'  
OWNER  
**SUNSET POINTE I, LTD.**  
4050 W. PARK BOULEVARD  
214-707-0347 PLANO, TEXAS 75093

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

CAB. \_\_\_\_\_,PAGE \_\_\_\_\_

OWNER'S CERTIFICATE AND DEDICATION

STATE OF TEXAS §  
COUNTY OF DENTON §

WHEREAS, SUNSET POINTE I, LTD. a Texas limited partnership is the owner of a tract of land located in the W.J. MCNEIL SURVEY, ABSTRACT NUMBER 840 and being a portion of that tract of land conveyed to SUNSET POINTE I, LTD., according to the document filed of record under Document Number 2005–86652, Deed Records of Denton County, Texas, said tract of land being more particularly described as follows:  
BEGINNING at a 1/2" iron rod with yellow plastic cap stamped "DAA" found at the northeast corner of Lot 3, Block 95, SUNSET POINTE PHASE TWENTY THREE A, recorded in Cabinet W, Page 840, Plat Records of Denton County, Texas;

THENCE with the north lines of said PHASE TWENTY THREE A the following courses and distances to 1/2" iron rods with yellow plastic caps stamped "DAA" found for corners:

NORTH 88° 33' 13" WEST, a distance of 120.00 feet;

NORTH 01° 26' 47" EAST, a distance of 123.29 feet;

NORTH 88° 33' 13" WEST, a distance of 50.00 feet;

NORTH 89° 14' 10" WEST, a distance of 104.70 feet;

NORTH 89° 55' 46" WEST, a distance of 49.35 feet;

SOUTH 88° 29' 53" WEST, a distance of 49.31 feet;

SOUTH 86° 55' 23" WEST, a distance of 49.31 feet;

SOUTH 85° 20' 54" WEST, a distance of 49.31 feet;

SOUTH 83° 46' 24" WEST, a distance of 49.31 feet;

SOUTH 82° 11' 54" WEST, a distance of 49.31 feet;

SOUTH 80° 37' 25" WEST, a distance of 49.31 feet;

SOUTH 79° 02' 55" WEST, a distance of 49.31 feet;

SOUTH 77° 28' 26" WEST, a distance of 49.31 feet;

SOUTH 75° 53' 56" WEST, a distance of 49.31 feet;

SOUTH 74° 19' 27" WEST, a distance of 49.31 feet;

SOUTH 72° 44' 57" WEST, a distance of 49.31 feet;

SOUTH 70° 55' 22" WEST, a distance of 65.06 feet;

NORTH 88° 51' 54" WEST, a distance of 119.37 feet;

SOUTH 01° 08' 06" WEST, a distance of 151.16 feet;

NORTH 88° 51' 54" WEST, a distance of 120.00 feet to a 1/2" iron rod with yellow plastic cap stamped "DAA" found in the east line of SUNSET POINTE PHASE 21, recorded in Cabinet 2011 Page 178, Plat Records of Denton County, Texas;

THENCE with the east lines of said PHASE 21 the follow three courses and distances:

NORTH 01° 08' 06" EAST, a distance of 150.00 feet to a 1/2" iron rod with yellow plastic cap stamped "DAA" found for a corner;

NORTH 02° 01' 53" WEST, a distance of 118.80 feet to a 1/2" iron rod with yellow plastic cap stamped "DAA" found for a corner;

NORTH 15° 56' 59" WEST, a distance of 32.83 feet to a point for a corner;

THENCE leaving said east line, over and across the above mention SUNSET POINTE I, LTD. tract the following courses and distances to 1/2" iron rods with yellow plastic caps stamped "DAA" set for corners:

SOUTH 88° 51' 54" EAST, a distance of 132.46 feet;

NORTH 01° 08' 06" EAST, a distance of 140.64 feet;

SOUTH 88° 51' 54" EAST, a distance of 50.00 feet;

NORTH 79° 31' 46" EAST, a distance of 47.65 feet;

NORTH 72° 44' 05" EAST, a distance of 39.86 feet;

NORTH 73° 57' 43" EAST, a distance of 49.41 feet;

NORTH 75° 19' 13" EAST, a distance of 49.41 feet;

NORTH 76° 40' 43" EAST, a distance of 49.41 feet;

NORTH 78° 02' 13" EAST, a distance of 49.41 feet;

NORTH 79° 23' 43" EAST, a distance of 49.41 feet;

NORTH 80° 45' 12" EAST, a distance of 49.41 feet;

NORTH 82° 06' 42" EAST, a distance of 49.41 feet;

NORTH 83° 28' 12" EAST, a distance of 49.41 feet;

NORTH 84° 49' 42" EAST, a distance of 49.41 feet;

NORTH 86° 11' 12" EAST, a distance of 49.41 feet;

NORTH 87° 32' 42" EAST, a distance of 49.41 feet;

NORTH 88° 54' 12" EAST, a distance of 49.41 feet;

SOUTH 89° 44' 56" EAST, a distance of 49.48 feet;

SOUTH 89° 14' 10" EAST, a distance of 104.70 feet;

SOUTH 88° 33' 13" EAST, a distance of 50.00 feet;

SOUTH 01° 26' 47" WEST, a distance of 113.31 feet;

SOUTH 88° 33' 13" EAST, a distance of 120.00 feet to a 1/2" iron rod with yellow plastic cap stamped "DAA" set in the West Line of Water Tower Addition, an addition to the City of Little Elm, Denton County, Texas according to the plat filed of record in Cabinet X, Page 72 Plat Records of Denton County, Texas;

THENCE SOUTH 01° 26' 47" WEST, with said West Line, a distance of 300.00 feet to the POINT OF BEGINNING and containing 7.883 acres of land, more or less.

STATE OF TEXAS §  
COUNTY OF DENTON §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

SUNSET POINTE I, LTD.  
a Texas limited partnership

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

By: \_\_\_\_\_

Name: John R. Landon

Title: Manager

STATE OF TEXAS §  
COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATE

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

\_\_\_\_\_  
Sean Patton  
Registered Professional Land Surveyor  
No. 5660

STATE OF TEXAS §  
COUNTY OF COLLIN §

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

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

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

\_\_\_\_\_  
Town Official

Attest:

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

UTILITY COMPANIES

\_\_\_\_\_  
COSERV GAS DATE \_\_\_\_\_

\_\_\_\_\_  
COSERV ELECTRIC DATE \_\_\_\_\_

44 RESIDENTIAL LOTS  
7.883 ACRES  
FINAL PLAT  
ENCLAVE AT LAKEVIEW  
(SUNSET POINTE  
PHASE TWENTY FOUR)  
AN ADDITION TO THE TOWN OF LITTLE ELM  
W.J. MCNEIL SURVEY ~ ABSTRACT NO. 840  
DENTON COUNTY, TEXAS  
APRIL 2011 SCALE: 1" = 40'  
OWNER  
SUNSET POINTE I, LTD.  
4050 W. PARK BOULEVARD  
214–707–0347 PLANO, TEXAS 75093

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

REVISED:

# TOWN OF LITTLE ELM

## AGENDA INFORMATION SHEET:

### COUNCIL MEETING

**DATE:** June 5, 2012

**PROJECT:** **Witt Road Bridge – Advance Funding Agreement – Amendment #1**

**DESCRIPTION:** Town Staff has worked with TxDOT and Precinct One Denton County Commissioner, Hugh Coleman and his staff on an amendment agreement #1 to the advance funding agreement between the Town and TxDOT. Each of Little Elm's 2009-2014 Street Capital Bond projects approved by the voters in May of 2009 have matching contributions from Denton County's Bond election (Trip '08) approved in the fall of 2008. This interlocal agreement governs the match on the third joint partnership project the Town has ready for construction. The Witt Road Bridge project is for a one million one hundred seventeen thousand and zero cents (\$1,117,000.00).

Denton County's portion represents twenty percent (20%) of the total project budget. The other eighty percent (80%) or four million four hundred forty eight thousand dollars and zero cents (\$4,448,000.00) is already in the Town's account thanks to the North Central Texas Council of Governments (NCTCOG) Regional Transportation Council (RTC) and 121 Regional Toll Revenue (RTR) that is funded through TXDOT and with the help of Denton County. This amendment is for an additional \$1,054,187 dollars to the project fund. A \$263,547 local match from the Town is required. These funds were already included from the utility fund for water and sewer relocations within the scope of the project.

The design includes detailed plans and specifications for the design of Witt Road as a four lane divided roadway from King Road to Eldorado Parkway. The total length of Witt Road to be reconstructed is approximately 2,400 feet that includes the bridge, paving, drainage, street lighting, landscape, irrigation, water line relocation, sanitary sewer relocation, and force main relocation as necessary, grading, and erosion control. Halff Associates will also provide part time inspection at key

moments during construction of the bridge to ensure it is constructed properly.

Staff would like to stress how important the support of the Precinct One Denton County Commissioner Hugh Coleman was to allow this additional project funding to be included and previous interlocal agreement that has allowed this \$6.8 million dollar project to already be in construction.

**COST:** **\$1,054,187 State/\$263,547 Local Match (Town)**

**FUNDING:** **Acct. Name & No**  
Witt Road Bridge  
870-87-58  
\$280,000 Transfer from Utility Fund – Bond Project

**SCHEDULE:** The construction contract was awarded to Quality Excavation on September 6, 2011 and will be substantially complete 400 days after the issuance of the Notice to Proceed and final completion 35 days after that.

**RECOMMENDED ACTION:** **Staff recommends Council approve Amendment #1 to the Advance Funding Agreement with TxDOT on the Witt Road Bridge Improvements in the amount of \$1,054,187.00 and authorize the Town Manager to execute amendment 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. TxDOT Advance Funding Agreement – Amendment #1



**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

**ADVANCE FUNDING AGREEMENT  
AMENDMENT #1**

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

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

**WHEREAS**, the State and the Local Government executed a contract on September 2, 2009 to effectuate their agreement to reconstruct the Witt Road at Cottonwood Creek Bridge from a 2-lane to a 4-lane divided urban roadway with funds from the SH 121 Subaccount funds; and,

**WHEREAS**, it has become necessary to amend that contract;

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

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

**1. Description of Amended Items**

Attachment A, Payment Provision and Work Responsibilities, is deleted in its entirety and is replaced with Attachment A-1, which is attached and made part of this Agreement.

All other provisions of the original contract are unchanged and remain in full force and effect.

**2. Signatory Warranty**

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

**CSJ: 0918-46-234**

Project: Witt Road at Cottonwood Creek Bridge

District #: 18-Dallas

Code Chart 64 #: 24830

Funding Category: RTR (SH 121 Subaccount Funds)

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

**THE LOCAL GOVERNMENT – TOWN OF LITTLE ELM**

By: \_\_\_\_\_

Doug Peach  
Town Manager

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

**THE STATE OF TEXAS**

By: \_\_\_\_\_

Janice Mullenix  
Director of Contract Services  
Texas Department of Transportation

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

**CSJ: 0918-46-234**

Project: Witt Road at Cottonwood Creek Bridge

District # : 18-Dallas

Code Chart 64 #: 24830

Funding Category: RTR (SH 121 Subaccount Funds)

**ATTACHMENT A-1****Payment Provision and Work Responsibilities**

For CSJ# **0918-46-234**, the State will pay an additional \$1,054,187 from the SH 121 Subaccount for a Project total of \$5,502,570 to reconstruct the Witt Road at Cottonwood Creek Bridge from a 2-lane to a 4-lane divided urban roadway.

In accordance with the allocation of funds approved by the RTC, and concurred with by the Texas Transportation Commission, the State will make the payments for the following work 30 days after an executed agreement, but not prior to the Fiscal Years shown:

| <b>PROJECT COSTS</b>    |             |                     |                                                                         |                    |                                |                    |
|-------------------------|-------------|---------------------|-------------------------------------------------------------------------|--------------------|--------------------------------|--------------------|
| Description             | Fiscal Year | Total Estimate Cost | Regional Toll Revenue (RTR)<br>SH 121 Subaccount<br>Funds Participation |                    | Local Government Participation |                    |
| Preliminary Engineering | 2009        | \$594,880           | 80%                                                                     | \$475,904          | 20%                            | \$118,976          |
| Right of Way            | 2010        | \$91,500            | 80%                                                                     | \$73,200           | 20%                            | \$18,300           |
| Utilities               | 2010        | \$0                 | 0%                                                                      | \$0                | 0%                             | \$0                |
| Construction            | 2011        | \$4,915,599         | 80%                                                                     | \$3,932,479        | 20%                            | \$983,120          |
| Construction            | 2012        | \$1,276,234         | 80%                                                                     | \$1,020,987        | 20%                            | \$255,247          |
| <b>TOTAL</b>            |             | <b>\$5,502,570</b>  |                                                                         | <b>\$5,502,570</b> |                                | <b>\$1,375,643</b> |

The additional Local Government required Local Match is \$263,547 for a Project total of \$1,375,643.

SH 121 Subaccount funds previously paid by the State to the Local Government: \$4,448,383

Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State. The notice shall certify that the Project has been completed, all necessary inspections have been conducted, and the Project is open to traffic.

# TOWN OF LITTLE ELM

## AGENDA INFORMATION SHEET:

### COUNCIL MEETING

**DATE:** June 5, 2012

**PROJECT:** Task Order with Jacobs, Inc. for F.M. 423 Improvements  
(Engineering Services Contract)

**DESCRIPTION:** The Town has an approved a Master Agreement with Jacobs, Inc. to furnish consulting services for the Town of Little Elm. Town Staff has negotiated a Task Order for design of a portion of F.M. 423 Improvements with Jacobs.

Staff has worked with TXDOT, Denton County, and Jacobs and their subconsultant Dannenbaum over the last several years on reviews of F.M. 423. The Town has requested several changes to the plans during those reviews. Denton County authorized a change order for many of those items. Recently the Town asked TXDOT to include some additional items within the scope of the F.M. 423 North project. These items include changes to the drainage plans to make future development easier, a signal at Sunland Park/Still Springs, and a signal at the Kroger/Goody Goody median break. The items are in the process of being added to F.M. 423, with the help of Commissioner Coleman, and construction is to be funded within the Regional Transportation Council (RTC)/Regional Toll Revenue (RTR) funding provided for the entire project.

There is no more funding available within Jacobs design contract to fund the necessary changes for these items. Staff agreed to separate out these changes and pay for them separately through a task order directly with Jacobs. Funding is available from roadway impact fees and the agreement with Rosebriar/Kroger.

**COST:** \$27,300.00 (Rosebriar/Kroger Agreement)  
\$34,970.00 (Roadway Impact Fee)  
**\$62,270.00 (Total)**

**FUNDING:** Acct. Name & No

112-6214-10-00 (transfer into)  
\$27,300  
Developer Funded  
828-6726-10-03  
\$34,970  
Roadway Impact Fee Fund

**SCHEDULE:** Design is to start immediately. Updated plans are to be included in submittal to TXDOT in Austin.

**RECOMMENDED ACTION:** **Staff recommends Council approve a Task Order for F.M. 423 Improvements design between the Town of Little Elm and Jacobs, Inc. for the amount of \$62,270.00 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. Design Task Order

**EXHIBIT A-1  
SCOPE OF SERVICES**

**AGREEMENT BETWEEN THE TOWN OF LITTLE ELM, TEXAS  
AND JACOBS ENGINEERING GROUP, INC.  
TO PROVIDE PLAN MODIFICATIONS FOR FM 423 IMPROVEMENTS  
FROM US 380 TO STEWARTS CREEK ROAD**

The work will include:

**Work Authorization #1**

- Addition of Permanent and Temporary traffic signals for the Intersection of FM 423 and Sunland Park Drive
- Modifications to the completed design of Culvert 5 to accommodate future improvements

**Work Authorization #2**

- Addition of Permanent and Temporary traffic signals for the Intersection of FM 423 and the Kroger driveway

**SERVICES TO BE PROVIDED BY THE TOWN**

The Town of Little Elm (Town) shall furnish the Consultant with the following items:

- Traffic signal warrant data and recommendations for permanent signal installations.
- Existing and proposed plans, specifications, and other related data on file that is pertinent to the completion of the services required this contract.
- Assistance to the Consultant as necessary to obtain the required data and information from utility companies
- All required agreements with Federal, State, County, local governments, utility companies, or private property owners.

**SERVICES TO BE PROVIDED BY THE CONSULTANT**

**WORK AUTHORIZATION #1**

**I. PROJECT MANAGEMENT**

- A. Coordination with TxDOT and subconsultant.
- B. Prepare of invoices and progress reports
- C. Meet at site with Town and utility company
- D. PS&E submittal preparation and reviews (for new signal design):
  - 1. 90% Review (Plans for Final Review): Submit ten (10) sets of plans on 11"x17" paper to TxDOT and the Town and the City of Frisco for review and comments. This submittal will contain quantities, general notes, and special specifications.

2. 100% Submittal. Submit one (1) set of plans that reflect changes required to satisfy the 90% Review Comments on 11"x17" mylar originals to TxDOT to incorporate into the completed plans. Submit electronic copies to Denton County, Little Elm and Frisco.
- E. Attend comment resolution meeting for traffic signal plans with the Town and TxDOT Dallas District and Area Office staff.

## II. DESIGN

### A. Signal Plans

1. Traffic signal will be designed based on the current roadway plans at the time of execution of this contract. No roadway design changes are included in this scope.
2. Coordinate electric service with the appropriate utility company for temporary and permanent signal installation.
3. Prepare temporary signal plans (assume 2 phases/stages)
4. Prepare permanent traffic signal plans for the proposed signalized intersection.
5. Revise Signing and pavement markings
6. Calculate quantities for all bid items related to the signal plans
7. Adjust curb ramps, if required
8. The signal plans will contain the following:
  - a) Update the Summary of Project Signals
  - b) Permanent Traffic Signal Layouts
  - c) Temporary Traffic Signal Layouts
9. Update the following sheets to reflect the addition of the traffic signal and modifications to the signing, pavement markings and curb ramps, as applicable:
  - a) Traffic Signal Summary
  - b) Roadway Summary
  - c) Pavement Marking Summary
  - d) Illumination Summary
  - e) Roadway Plan Sheets
  - f) Signing and Pavement Sheets
  - g) Intersection Layout
  - h) Illumination Plan

### B. Revise Culvert 5

1. Develop and refine revised culvert alignment based on direction from the Town

2. Revise culvert design
  - a) Revise culvert layout
  - b) Revise Hydraulic Analysis
  - c) Re-plot impacted roadway and drainage sheets
  - d) Update quantity summary
- C. Prepare Estimates and General Notes
  1. Update Engineer's Cost Estimate.
  2. Update General Notes.

## **WORK AUTHORIZATION #2**

### **III. PROJECT MANAGEMENT**

- A. Coordination with TxDOT and subconsultant.
- B. Prepare of invoices and progress reports
- C. Meet at site with Town and utility company
- D. PS&E submittal preparation and reviews (for new signal design):
  1. 90% Review (Plans for Final Review): Submit ten (10) sets of plans on 11"x17" paper to TxDOT and the Town and the City of Frisco for review and comments. This submittal will contain quantities, general notes, and special specifications.
  2. 100% Submittal. Submit one (1) set of plans that reflect changes required to satisfy the 90% Review Comments on 11"x17" mylar originals to TxDOT to incorporate into the completed plans. Submit electronic copies to Denton County, Little Elm and Frisco.
- E. Attend comment resolution meeting for traffic signal plans with the Town and TxDOT Dallas District and Area Office staff.

### **IV. DESIGN**

- A. Signal Plans
  1. Traffic signal will be designed based on the current roadway plans at the time of execution of this contract. No roadway design changes are included in this scope.
  2. Coordinate electric service with the appropriate utility company for temporary and permanent signal installation.
  3. Prepare temporary signal plans (assume 2 phases/stages)
  4. Prepare permanent traffic signal plans for the proposed signalized intersection.
  5. Revise Signing and pavement markings
  6. Calculate quantities for all bid items related to the signal plans
  7. Adjust curb ramps, if required
  8. The signal plans will contain the following:
    - a) Update the Summary of Project Signals



- b) Permanent Traffic Signal Layouts
- c) Temporary Traffic Signal Layouts
- 9. Update the following sheets to reflect the addition of the traffic signal and modifications to the signing, pavement markings and curb ramps, as applicable:
  - a) Traffic Signal Summary
  - b) Roadway Summary
  - c) Pavement Marking Summary
  - d) Illumination Summary
  - e) Roadway Plan Sheets
  - f) Signing and Pavement Sheets
  - g) Intersection Layout
  - h) Illumination Plan
- B. Prepare Estimates and General Notes
  - 1. Update Engineer's Cost Estimate.
  - 2. Update General Notes.

**EXHIBIT B -1  
FEE SCHEDULE  
All Firms  
FM 423**

**Work Authorization #1  
Addition of Traffic Signal at Sunland Park and FM 423 and Culvert 5 Revisions**

| Task               | Jacobs     |                    | Dannenbaum |                    | Total Hours | Total Cost         |
|--------------------|------------|--------------------|------------|--------------------|-------------|--------------------|
|                    | Hours      | Cost               | Hours      | Cost               |             |                    |
| Project Management | 41         | \$6,529.57         | 27         | \$3,182.86         | 68          | \$9,712.43         |
| Design             | 133        | \$15,760.50        | 82         | \$9,295.91         | 215         | \$25,056.41        |
| <b>Labor Total</b> | <b>173</b> | <b>\$22,290.08</b> | <b>109</b> | <b>\$12,478.77</b> | <b>282</b>  | <b>\$34,768.85</b> |
| <b>Expenses</b>    |            | <b>\$169.92</b>    |            | <b>\$31.23</b>     |             | <b>\$201.15</b>    |
| <b>Total</b>       | <b>173</b> | <b>\$22,460.00</b> | <b>109</b> | <b>\$12,510.00</b> | <b>282</b>  | <b>\$34,970.00</b> |

**Work Authorization #2  
Addition of Traffic Signal at Kroger Driveway and FM 423**

| Task               | Jacobs     |                    | Dannenbaum |                   | Total Hours | Total Cost         |
|--------------------|------------|--------------------|------------|-------------------|-------------|--------------------|
|                    | Hours      | Cost               | Hours      | Cost              |             |                    |
| Project Management | 37         | \$5,840.57         | 7          | \$716.11          | 44          | \$6,556.68         |
| Design             | 163        | \$19,169.89        | 11         | \$1,426.23        | 174         | \$20,596.12        |
| <b>Labor Total</b> | <b>200</b> | <b>\$25,010.46</b> | <b>18</b>  | <b>\$2,142.34</b> | <b>218</b>  | <b>\$27,152.80</b> |
| <b>Expenses</b>    |            | <b>\$119.54</b>    |            | <b>\$27.66</b>    |             | <b>\$147.20</b>    |
| <b>Total</b>       | <b>200</b> | <b>\$25,130.00</b> | <b>18</b>  | <b>\$2,170.00</b> | <b>218</b>  | <b>\$27,300.00</b> |

**Project Total**

| Task               | Jacobs     |                    | Dannenbaum |                    | Total Hours | Total Cost         |
|--------------------|------------|--------------------|------------|--------------------|-------------|--------------------|
|                    | Hours      | Cost               | Hours      | Cost               |             |                    |
| Project Management | 77         | \$12,370.15        | 34         | \$3,898.97         | 111         | \$16,269.12        |
| Design             | 296        | \$34,930.39        | 93         | \$10,722.14        | 389         | \$45,652.53        |
| <b>Labor Total</b> | <b>373</b> | <b>\$47,300.54</b> | <b>127</b> | <b>\$14,621.11</b> | <b>500</b>  | <b>\$61,921.65</b> |
| <b>Expenses</b>    |            | <b>\$289.46</b>    |            | <b>\$58.89</b>     |             | <b>\$348.35</b>    |
| <b>Total</b>       | <b>373</b> | <b>\$47,590.00</b> | <b>127</b> | <b>\$14,680.00</b> | <b>500</b>  | <b>\$62,270.00</b> |

**EXHIBIT B-1  
FEE SCHEDULE**

**FM 423**

**Work Authorization #1**

**Addition of Traffic Signal at Sunland Park and FM 423 and Culvert 5 Revisions**

**Jacobs Engineering Group, Inc.**

**Fully Loaded Multiplier = 2.6500**

| Description of Work or Task                         | Sr. Project Manager<br>\$85.00/Hr. | Senior Engineer<br>\$40.00/Hr. | Sr. Design Engineer<br>\$45.00/Hr. | Engineering Intern<br>\$24.23/Hr. | Sr. Engr. Tech.<br>\$28.82/Hr. | Engineering Technician<br>\$21.67/Hr. | Admin. Assistant<br>\$20.90/Hr. | TOTAL HOURS | DIRECT COST       | TOTAL COST         |
|-----------------------------------------------------|------------------------------------|--------------------------------|------------------------------------|-----------------------------------|--------------------------------|---------------------------------------|---------------------------------|-------------|-------------------|--------------------|
| <b>LABOR COSTS</b>                                  |                                    |                                |                                    |                                   |                                |                                       |                                 |             |                   |                    |
| <b>I. PROJECT MANAGEMENT</b>                        |                                    |                                |                                    |                                   |                                |                                       |                                 |             |                   |                    |
| A. Project coordination                             | 4                                  | 0                              | 4                                  | 0                                 | 0                              | 0                                     | 0                               | 8           | \$520.00          | \$1,378.00         |
| B. Invoicing/contract                               | 2                                  | 0                              | 0                                  | 0                                 | 0                              | 0                                     | 2                               | 4           | \$201.35          | \$533.58           |
| C. Field meeting with utility company/Towr          | 4                                  | 4                              | 0                                  | 0                                 | 0                              | 0                                     | 0                               | 8           | \$500.00          | \$1,325.00         |
| D. Plan review meeting                              | 4                                  | 0                              | 4                                  | 0                                 | 0                              | 0                                     | 0                               | 8           | \$520.00          | \$1,378.00         |
| E. Address Signal Review Comments                   | 2                                  | 2                              | 0                                  | 0                                 | 2                              | 0                                     | 0                               | 6           | \$307.64          | \$815.25           |
| F. QA/QC                                            | 3                                  | 4                              | 0                                  | 0                                 | 0                              | 0                                     | 0                               | 7           | \$415.00          | \$1,099.75         |
| <b>Total Project Management</b>                     | <b>19</b>                          | <b>10</b>                      | <b>8</b>                           | <b>0</b>                          | <b>2</b>                       | <b>0</b>                              | <b>2</b>                        | <b>41</b>   | <b>\$2,463.99</b> | <b>\$6,529.57</b>  |
| <b>II. DESIGN</b>                                   |                                    |                                |                                    |                                   |                                |                                       |                                 |             |                   |                    |
| A. Add traffic signal                               |                                    |                                |                                    |                                   |                                |                                       |                                 |             |                   |                    |
| 2. Coordinate electric service.                     | 0                                  | 0                              | 4                                  | 0                                 | 0                              | 0                                     | 0                               | 4           | \$180.00          | \$477.00           |
| 3. Prepare temporary traffic signal plans           | 2                                  | 0                              | 16                                 | 0                                 | 4                              | 0                                     | 0                               | 22          | \$1,005.28        | \$2,663.99         |
| 4. Prepare permanent traffic signal plans           | 4                                  | 8                              | 40                                 | 0                                 | 0                              | 0                                     | 0                               | 52          | \$2,460.00        | \$6,519.00         |
| 5. Update signing design and pavement markings      | 2                                  | 0                              | 6                                  | 4                                 | 0                              | 0                                     | 0                               | 12          | \$536.92          | \$1,422.84         |
| 6. Calculate signal quantities and update summaries | 2                                  | 0                              | 6                                  | 4                                 | 0                              | 0                                     | 0                               | 12          | \$536.92          | \$1,422.84         |
| 7. Adjust curb ramps                                | 0                                  | 0                              | 2                                  | 0                                 | 2                              | 0                                     | 0                               | 4           | \$147.64          | \$391.25           |
| 9. Revise impacted sheets                           |                                    |                                |                                    |                                   |                                |                                       |                                 |             |                   |                    |
| Remove overlapping illumination poles               | 1                                  | 0                              | 6                                  | 0                                 | 2                              | 0                                     | 0                               | 9           | \$412.64          | \$1,093.50         |
| Revise quantities                                   | 0                                  | 2                              | 0                                  | 4                                 | 2                              | 0                                     | 0                               | 8           | \$234.56          | \$621.58           |
| Re-plot impacted sheets                             | 1                                  | 0                              | 0                                  | 1                                 | 0                              | 1                                     | 0                               | 3           | \$88.40           | \$234.26           |
| C. Prepare General Notes.                           | 1                                  | 2                              | 4                                  | 0                                 | 0                              | 0                                     | 0                               | 7           | \$345.00          | \$914.25           |
| <b>Total Signal Plans</b>                           | <b>13</b>                          | <b>12</b>                      | <b>84</b>                          | <b>13</b>                         | <b>10</b>                      | <b>1</b>                              | <b>0</b>                        | <b>133</b>  | <b>\$5,947.36</b> | <b>\$15,760.50</b> |
| <b>LABOR TOTALS</b>                                 | <b>32</b>                          | <b>22</b>                      | <b>92</b>                          | <b>13</b>                         | <b>12</b>                      | <b>1</b>                              | <b>2</b>                        | <b>173</b>  | <b>\$8,411.35</b> | <b>\$22,290.08</b> |

| Item Description                            |             |
|---------------------------------------------|-------------|
| <b>DIRECT COSTS</b>                         |             |
| <b>I. PRINTING &amp; REPRODUCTION</b>       | \$20.00     |
| <b>II. COURIER &amp; OVERNIGHT DELIVERY</b> | \$99.92     |
| <b>III. MILEAGE</b>                         | \$50.00     |
| <b>DIRECT COST TOTALS</b>                   | \$169.92    |
| <b>TOTAL ESTIMATED COST</b>                 | \$22,460.00 |

**EXHIBIT B -1  
FEE SCHEDULE**

**FM 423  
Work Authorization #1**

**Addition of Traffic Signal at Sunland Park and FM 423 and Culvert 5 Revisions**

**DANNENBAUM ENGINEERING CORPORATION**

| DESCRIPTION OF WORK TASK                                   | QA/QC<br>\$49.00 | PROJ<br>MANGR<br>\$50.00 | SENIOR<br>ENGR<br>\$49.00 | DESIGN<br>ENGR<br>\$38.00 | TECH<br>\$30.00 | CADD<br>OPER<br>\$26.00 | SEC<br>\$17.50 | TOTAL<br>HOURS<br>PER TASK | COST<br>PER<br>TASK |
|------------------------------------------------------------|------------------|--------------------------|---------------------------|---------------------------|-----------------|-------------------------|----------------|----------------------------|---------------------|
| <b>I PROJECT MANAGEMENT</b>                                |                  |                          |                           |                           |                 |                         |                |                            |                     |
| A. Project Management and Coordination                     | 3                | 8                        |                           | 10                        |                 |                         | 4              | 25                         | 997.00              |
| C. Project Update and Invoice Preparation                  |                  | 1                        |                           |                           |                 |                         | 1              | 2                          | 67.50               |
|                                                            |                  |                          |                           |                           |                 |                         |                |                            | 0.00                |
| TOTAL HOURS                                                | 3                | 9                        | 0                         | 10                        | 0               | 0                       | 5              | 27                         | 1,064.50            |
| LABOR COST                                                 | \$147.00         | \$450.00                 | \$0.00                    | \$380.00                  | \$0.00          | \$0.00                  | \$87.50        |                            |                     |
| OVERHEAD                                                   | \$235.20         | \$720.00                 | \$0.00                    | \$608.00                  | \$0.00          | \$0.00                  | \$140.00       |                            | 1,703.20            |
| PROFIT                                                     | \$57.33          | \$175.50                 | \$0.00                    | \$148.20                  | \$0.00          | \$0.00                  | \$34.13        |                            | 415.16              |
| SUBTOTAL                                                   | \$439.53         | \$1,345.50               | \$0.00                    | \$1,136.20                | \$0.00          | \$0.00                  | \$261.63       |                            | 3,182.86            |
| <b>II DESIGN - ADD TRAFFIC SIGNAL AND REVISE CULVERT 5</b> |                  |                          |                           |                           |                 |                         |                |                            |                     |
| A. Update Design Sheets for Signals                        |                  | 1                        |                           | 12                        |                 | 2                       |                | 15                         | 558.00              |
| B. Revise Culvert 5                                        | 1                | 1                        |                           | 6                         |                 | 2                       |                |                            | 379.00              |
| C. Update Design Sheets for Culvert 5                      | 1                |                          |                           | 6                         |                 | 2                       |                |                            | 329.00              |
| D. Revise Hydraulic Analysis for Culvert 5                 | 1                |                          | 2                         | 6                         |                 | 2                       |                |                            | 427.00              |
| E. Update Estimate                                         | 1                | 1                        |                           | 6                         |                 | 2                       |                | 10                         | 379.00              |
| F. Update General Notes                                    |                  | 1                        |                           | 6                         |                 |                         |                | 7                          | 278.00              |
| G. Update Spec List                                        |                  | 1                        |                           | 4                         |                 |                         |                | 5                          | 202.00              |
| H. Address Comments                                        | 1                | 2                        |                           | 8                         |                 | 4                       |                | 15                         | 557.00              |
|                                                            |                  |                          |                           |                           |                 |                         |                |                            |                     |
| TOTAL HOURS                                                | 5                | 7                        | 2                         | 54                        | 0               | 14                      | 0              | 82                         | 3,109.00            |
| LABOR COST                                                 | \$245.00         | \$350.00                 | \$98.00                   | \$2,052.00                | \$0.00          | \$364.00                | \$0.00         |                            |                     |
| OVERHEAD                                                   | \$392.00         | \$560.00                 | \$156.80                  | \$3,283.20                | \$0.00          | \$582.40                | \$0.00         |                            | 4,974.40            |
| PROFIT                                                     | \$95.55          | \$136.50                 | \$38.22                   | \$800.28                  | \$0.00          | \$141.96                | \$0.00         |                            | 1,212.51            |
| SUBTOTAL                                                   | \$732.55         | \$1,046.50               | \$293.02                  | \$6,135.48                | \$0.00          | \$1,088.36              | \$0.00         |                            | 9,295.91            |
| <b>PROJECT TOTALS</b>                                      |                  |                          |                           |                           |                 |                         |                |                            |                     |
| TOTAL HOURS                                                | 8                | 16                       | 2                         | 64                        | 0               | 14                      | 5              | 109                        |                     |
| PROJECT MANAGEMENT TOTAL                                   | \$439.53         | \$1,345.50               | \$0.00                    | \$1,136.20                | \$0.00          | \$0.00                  | \$261.63       |                            | 3,182.86            |
| ROADWAY TOTAL                                              | \$732.55         | \$1,046.50               | \$293.02                  | \$6,135.48                | \$0.00          | \$1,088.36              | \$0.00         |                            | 9,295.91            |
|                                                            |                  |                          |                           |                           |                 |                         |                |                            |                     |
|                                                            |                  |                          |                           |                           |                 |                         |                |                            |                     |
| EXPENSES                                                   |                  |                          |                           |                           |                 |                         |                |                            | 31.23               |
| TOTAL PROJECT                                              | \$1,172.08       | \$2,392.00               | \$293.02                  | \$7,271.68                | \$0.00          | \$1,088.36              | \$261.63       |                            | 12,510.00           |
| OVERHEAD                                                   | 1.600            |                          |                           |                           |                 |                         |                |                            |                     |
| PROFIT                                                     | 15.00%           |                          |                           |                           |                 |                         |                |                            |                     |
| MULTIPLIER                                                 | 2.990            |                          |                           |                           |                 |                         |                |                            |                     |

**EXHIBIT B -1  
FEE SCHEDULE**

**FM 423  
Work Authorization #2  
Addition of Traffic Signal at Kroger Driveway and FM 423**

**Jacobs Engineering Group, Inc.**

Fully Loaded Multiplier = 2.6500

| Description of Work or Task                         | Sr. Project Manager<br>\$85.00/Hr. | Senior Engineer<br>\$40.00/Hr. | Sr. Design Engineer<br>\$45.00/Hr. | Engineering Intern<br>\$24.23/Hr. | Sr. Engr. Tech.<br>\$28.82/Hr. | Engineering Technician<br>\$21.67/Hr. | Admin. Assistant<br>\$20.90/Hr. | TOTAL HOURS | DIRECT COST       | TOTAL COST         |
|-----------------------------------------------------|------------------------------------|--------------------------------|------------------------------------|-----------------------------------|--------------------------------|---------------------------------------|---------------------------------|-------------|-------------------|--------------------|
| <b>LABOR COSTS</b>                                  |                                    |                                |                                    |                                   |                                |                                       |                                 |             |                   |                    |
| <b>I. PROJECT MANAGEMENT</b>                        |                                    |                                |                                    |                                   |                                |                                       |                                 |             |                   |                    |
| A. Project coordination                             | 2                                  | 0                              | 2                                  | 0                                 | 0                              | 0                                     | 0                               | 4           | \$260.00          | \$689.00           |
| B. Invoicing/contract                               | 2                                  | 0                              | 0                                  | 0                                 | 0                              | 0                                     | 2                               | 4           | \$201.35          | \$533.58           |
| C. Field meeting with utility company/Towr          | 4                                  | 4                              | 0                                  | 0                                 | 0                              | 0                                     | 0                               | 8           | \$500.00          | \$1,325.00         |
| D. Plan review meeting                              | 4                                  | 0                              | 4                                  | 0                                 | 0                              | 0                                     | 0                               | 8           | \$520.00          | \$1,378.00         |
| E. Address Signal Review Comments                   | 2                                  | 2                              | 0                                  | 0                                 | 2                              | 0                                     | 0                               | 6           | \$307.64          | \$815.25           |
| F. QA/QC                                            | 3                                  | 4                              | 0                                  | 0                                 | 0                              | 0                                     | 0                               | 7           | \$415.00          | \$1,099.75         |
| <b>Total Project Management</b>                     | <b>17</b>                          | <b>10</b>                      | <b>6</b>                           | <b>0</b>                          | <b>2</b>                       | <b>0</b>                              | <b>2</b>                        | <b>37</b>   | <b>\$2,203.99</b> | <b>\$5,840.57</b>  |
| <b>II. DESIGN</b>                                   |                                    |                                |                                    |                                   |                                |                                       |                                 |             |                   |                    |
| A. Add traffic signal                               |                                    |                                |                                    |                                   |                                |                                       |                                 |             |                   |                    |
| 2. Coordinate electric service.                     | 0                                  | 0                              | 4                                  | 0                                 | 0                              | 0                                     | 0                               | 4           | \$180.00          | \$477.00           |
| 3. Prepare temporary traffic signal plans           | 2                                  | 0                              | 16                                 | 0                                 | 4                              | 0                                     | 0                               | 22          | \$1,005.28        | \$2,663.99         |
| 4. Prepare permanent traffic signal plans           | 4                                  | 8                              | 40                                 | 0                                 | 0                              | 0                                     | 0                               | 52          | \$2,460.00        | \$6,519.00         |
| 5. Update signing design and pavement markings      | 2                                  | 0                              | 6                                  | 4                                 | 0                              | 0                                     | 0                               | 12          | \$536.92          | \$1,422.84         |
| 6. Calculate signal quantities and update summaries | 2                                  | 0                              | 6                                  | 4                                 | 0                              | 0                                     | 0                               | 12          | \$536.92          | \$1,422.84         |
| 7. Adjust curb ramps                                | 0                                  | 0                              | 2                                  | 0                                 | 2                              | 0                                     | 0                               | 4           | \$147.64          | \$391.25           |
| 9. Revise impacted sheets                           |                                    |                                |                                    |                                   |                                |                                       |                                 |             |                   |                    |
| Roadway Plan Sheets                                 | 0                                  | 1                              | 4                                  | 0                                 | 0                              | 2                                     | 0                               | 7           | \$263.34          | \$697.85           |
| Signing and Pavement Sheets                         | 1                                  | 1                              | 6                                  | 0                                 | 0                              | 4                                     | 0                               | 12          | \$481.68          | \$1,276.45         |
| Intersection Layout                                 | 1                                  | 1                              | 4                                  | 0                                 | 0                              | 2                                     | 0                               | 8           | \$348.34          | \$923.10           |
| Illumination Plan                                   | 1                                  | 0                              | 6                                  | 0                                 | 0                              | 2                                     | 0                               | 9           | \$398.34          | \$1,055.60         |
| Revise quantities                                   | 1                                  | 4                              | 0                                  | 4                                 | 2                              | 0                                     | 0                               | 11          | \$399.56          | \$1,058.83         |
| Re-plot impacted sheets                             | 1                                  | 0                              | 0                                  | 1                                 | 0                              | 1                                     | 0                               | 3           | \$130.90          | \$346.89           |
| C. Prepare General Notes.                           | 1                                  | 2                              | 4                                  | 0                                 | 0                              | 0                                     | 0                               | 7           | \$345.00          | \$914.25           |
| <b>Total Signal Plans</b>                           | <b>16</b>                          | <b>17</b>                      | <b>98</b>                          | <b>13</b>                         | <b>8</b>                       | <b>11</b>                             | <b>0</b>                        | <b>163</b>  | <b>\$7,233.92</b> | <b>\$19,169.89</b> |
| <b>LABOR TOTALS</b>                                 | <b>33</b>                          | <b>27</b>                      | <b>104</b>                         | <b>13</b>                         | <b>10</b>                      | <b>11</b>                             | <b>2</b>                        | <b>200</b>  | <b>\$9,437.91</b> | <b>\$25,010.46</b> |

| Item Description                            |             |
|---------------------------------------------|-------------|
| <b>DIRECT COSTS</b>                         |             |
| <b>I. PRINTING &amp; REPRODUCTION</b>       | \$20.00     |
| <b>II. COURIER &amp; OVERNIGHT DELIVERY</b> | \$49.54     |
| <b>III. MILEAGE</b>                         | \$50.00     |
| <b>DIRECT COST TOTALS</b>                   | \$119.54    |
| <b>TOTAL ESTIMATED COST</b>                 | \$25,130.00 |

**EXHIBIT B -1  
FEE SCHEDULE**

**FM 423  
Work Authorization #2  
Addition of Traffic Signal at Kroger Driveway and FM 423**

**DANNENBAUM ENGINEERING CORPORATION**

| DESCRIPTION OF WORK TASK                  | QA/QC<br>\$49.00 | PROJ<br>MANGR<br>\$50.00 | SENIOR<br>ENGR<br>\$49.00 | DESIGN<br>ENGR<br>\$38.00 | TECH<br>\$30.00 | CADD<br>OPER<br>\$26.00 | SEC<br>\$17.50  | TOTAL<br>HOURS<br>PER TASK | COST<br>PER<br>TASK |
|-------------------------------------------|------------------|--------------------------|---------------------------|---------------------------|-----------------|-------------------------|-----------------|----------------------------|---------------------|
| <b>I PROJECT MANAGEMENT</b>               |                  |                          |                           |                           |                 |                         |                 |                            |                     |
| A. Project Management and Coordination    | 1                | 1                        |                           | 1                         |                 |                         | 2               | 5                          | 172.00              |
| C. Project Update and Invoice Preparation |                  | 1                        |                           |                           |                 |                         | 1               | 2                          | 67.50               |
|                                           |                  |                          |                           |                           |                 |                         |                 |                            | 0.00                |
| TOTAL HOURS                               | 1                | 2                        | 0                         | 1                         | 0               | 0                       | 3               | 7                          | 239.50              |
| LABOR COST                                | \$49.00          | \$100.00                 | \$0.00                    | \$38.00                   | \$0.00          | \$0.00                  | \$52.50         |                            |                     |
| OVERHEAD                                  | \$78.40          | \$160.00                 | \$0.00                    | \$60.80                   | \$0.00          | \$0.00                  | \$84.00         |                            | 383.20              |
| PROFIT                                    | \$19.11          | \$39.00                  | \$0.00                    | \$14.82                   | \$0.00          | \$0.00                  | \$20.48         |                            | 93.41               |
| SUBTOTAL                                  | <b>\$146.51</b>  | <b>\$299.00</b>          | <b>\$0.00</b>             | <b>\$113.62</b>           | <b>\$0.00</b>   | <b>\$0.00</b>           | <b>\$156.98</b> |                            | <b>716.11</b>       |
| <b>II DESIGN - ADD TRAFFIC SIGNAL</b>     |                  |                          |                           |                           |                 |                         |                 |                            |                     |
| E. Update Estimate                        | 1                | 1                        |                           | 2                         |                 | 0                       |                 | 4                          | 175.00              |
| F. Update General Notes                   |                  | 1                        |                           | 2                         |                 |                         |                 | 3                          | 126.00              |
| G. Update Spec List                       |                  | 1                        |                           | 1                         |                 |                         |                 | 2                          | 88.00               |
| H. Address Comments                       | 0                | 1                        |                           | 1                         |                 | 0                       |                 | 2                          | 88.00               |
|                                           |                  |                          |                           |                           |                 |                         |                 |                            |                     |
| TOTAL HOURS                               | 1                | 4                        | 0                         | 6                         | 0               | 0                       | 0               | 11                         | 477.00              |
| LABOR COST                                | \$49.00          | \$200.00                 | \$0.00                    | \$228.00                  | \$0.00          | \$0.00                  | \$0.00          |                            |                     |
| OVERHEAD                                  | \$78.40          | \$320.00                 | \$0.00                    | \$364.80                  | \$0.00          | \$0.00                  | \$0.00          |                            | 763.20              |
| PROFIT                                    | \$19.11          | \$78.00                  | \$0.00                    | \$88.92                   | \$0.00          | \$0.00                  | \$0.00          |                            | 186.03              |
| SUBTOTAL                                  | <b>\$146.51</b>  | <b>\$598.00</b>          | <b>\$0.00</b>             | <b>\$681.72</b>           | <b>\$0.00</b>   | <b>\$0.00</b>           | <b>\$0.00</b>   |                            | <b>1,426.23</b>     |
| <b>PROJECT TOTALS</b>                     |                  |                          |                           |                           |                 |                         |                 |                            |                     |
| TOTAL HOURS                               | 2                | 6                        | 0                         | 7                         | 0               | 0                       | 3               | 18                         |                     |
| PROJECT MANAGEMENT TOTAL                  | <b>\$146.51</b>  | <b>\$299.00</b>          | <b>\$0.00</b>             | <b>\$113.62</b>           | <b>\$0.00</b>   | <b>\$0.00</b>           | <b>\$156.98</b> |                            | <b>716.11</b>       |
| ROADWAY TOTAL                             | <b>\$146.51</b>  | <b>\$598.00</b>          | <b>\$0.00</b>             | <b>\$681.72</b>           | <b>\$0.00</b>   | <b>\$0.00</b>           | <b>\$0.00</b>   |                            | <b>1,426.23</b>     |
|                                           |                  |                          |                           |                           |                 |                         |                 |                            |                     |
|                                           |                  |                          |                           |                           |                 |                         |                 |                            |                     |
| EXPENSES                                  |                  |                          |                           |                           |                 |                         |                 |                            | 27.66               |
| TOTAL PROJECT                             | <b>\$293.02</b>  | <b>\$897.00</b>          | <b>\$0.00</b>             | <b>\$795.34</b>           | <b>\$0.00</b>   | <b>\$0.00</b>           | <b>\$156.98</b> |                            | <b>2,170.00</b>     |
| OVERHEAD                                  | 1.600            |                          |                           |                           |                 |                         |                 |                            |                     |
| PROFIT                                    | 15.00%           |                          |                           |                           |                 |                         |                 |                            |                     |
| MULTIPLIER                                | 2.990            |                          |                           |                           |                 |                         |                 |                            |                     |

## NOVATION AGREEMENT

Carter & Burgess, Inc. (Transferor), a corporation duly organized and existing under the laws of Texas with its principal office in Ft. Worth, Texas; Jacobs Engineering Group Inc. (Transferee), a corporation duly organized and existing under the laws of Delaware with its principal office in Pasadena, California; and Town of Little Elm (Owner), enter into this Agreement as of May \_\_\_\_\_, 2012.

(a) The parties agree to the following facts:

(1) The Owner has entered into certain contracts with the Transferor, as shown in the attached list marked "Exhibit A" and incorporated in this Agreement by reference. The term "the contracts", as used in this Agreement, means the above contracts and all other active contracts, including all modifications, made between the Owner and the Transferor before the effective date of this Agreement.

(2) The Transferor is a wholly owned subsidiary of the Transferee. As of January 1, 2009, all employees of the Transferor have become employees of the Transferee, and the Transferor is in the process of closing down its business.

(3) The Transferee is in a position to fully perform all obligations that may exist under the contracts.

(4) It is consistent with the Owner's interests to recognize the Transferee as the successor party to the contracts.

(b) In consideration of these facts, the parties agree as follows:

(1) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the contracts.

(2) The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the action had been taken by the Transferee.

(3) The Owner recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts.

(4) All payments and reimbursements previously made by the Owner to the Transferor, and all other previous actions taken by the Owner under the contracts, shall be considered to have discharged those parts of the Owner's obligations under the contracts. All payments and reimbursements made by the Owner after the date of this Agreement should be made in the name of the Transferee, under the same remittance instructions as were applicable for the Transferor.

(5) In consideration of the terms and conditions of this Agreement, the Owner hereby consents to the foregoing transfer and novation of the contracts.

(6) The contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

**OWNER TOWN OF LITTLE ELM**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CARTER & BURGESS, INC. (Transferor)**

By: Charles W. Shyer

Title: Vice President

**JACOBS ENGINEERING GROUP INC. (Transferee)**

By: Bill Bull

Title: Regional Procurement Manager



**Exhibit A**

**CONTRACTS TO BE NOVATED**

**Carter & Burgess, Inc. to Jacobs Engineering Group Inc.**

| <b>Project No.</b> | <b>Description</b>                                                               | <b>Project Manager</b> | <b>Contract No.</b> |
|--------------------|----------------------------------------------------------------------------------|------------------------|---------------------|
| WFXJ7000           | Witt and King Road Reconstructions and Preston on the Lake-Whitt Road Connection | Debbie Neubert         | N/A                 |
|                    |                                                                                  |                        |                     |
|                    |                                                                                  |                        |                     |

# **TOWN OF LITTLE ELM**

## **AGENDA INFORMATION SHEET:**

### **COUNCIL MEETING**

**DATE:** June 5, 2012

**PROJECT:** North Central Texas Council of Government Grand Application

**DESCRIPTION:** The North Central Texas Council of Governments (NCTOG) through their solid waste management program that provides grant funding to cover the purchase of solar powered compacting recycling containers. The amount of a funding request is a minimum of \$15,000 to a maximum of \$125,000. Each container unit cost is \$3,875.00. Staff is requesting to apply for the grant for (5) five containers for a grant request of \$19,375.00. The solar powered containers will be placed at the Little Elm Park Pavilion, Lighthouse Grill, Concession Facilities and Cottonwood Sports Complex.

In addition to submitting the grant application a resolution authorizing the filing of a project application with the North Texas Central Texas Council of Governments for a regional solid waste program implementation project is required. If the resolution is approved by Town Council the grant application will be submitted by June 22, 2012.

**COST:** Matching funds are not required however the grant application must include an associated costs incurred by the Town. To cover the grant requirement staff is proposing to provide concrete slabs where it is appropriate for the receptacle to be placed. Staff estimate (3) three to (4) concrete slabs will be required to properly locate the trash compactors. The estimated cost to provide the slabs is app. \$2,000.00.

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

| Acct. Name & No | Original Budget |
|-----------------|-----------------|
|-----------------|-----------------|

|                  |                        |                   |
|------------------|------------------------|-------------------|
| <b>SCHEDULE:</b> | <b>112- 6310-55-00</b> | <b>\$2,000.00</b> |
|------------------|------------------------|-------------------|

**RECOMMENDED ACTION:** **Staff is requesting Town Council approve submitting for the North Central Texas Council of Governments (NCTCOG) grant project participation in recycling and approve Resolution No. 06051201**

**TOWN CONTACT:** **Tony Chrisman**  
**Parks & Recreation/Library Director**

**Kevin Mattingly**  
**Public Works Director**

**ATTACHMENTS:** **Resolution No. 06051201**

**TOWN OF LITTLE ELM, TEXAS**

**RESOLUTION NO. 06051201**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM AUTHORIZING THE FILING OF A PROJECT APPLICATION WITH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS FOR A REGIONAL SOLID WASTE PROGRAM LOCAL IMPLEMENTATION PROJECT; AUTHORIZING THE MAYOR TO ACT ON BEHALF OF THE TOWN OF LITTLE ELM IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF FUNDING FOR THIS PROJECT IS RECEIVED THE TOWN OF LITTLE ELM WILL COMPLY WITH ALL PROJECT REQUIREMENTS OF THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS.**

**WHEREAS**, the North Central Texas Council of Governments (NCTCOG) is directed by the Texas Commission on Environmental Quality (TCEQ) to administer solid waste project funds for the implementation of NCTCOG's adopted Regional Solid Waste Management Plan; and

**WHEREAS**, the Town of Little Elm in the State of Texas is qualified to apply for project funds under the Request for Project Applications.

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

**SECTION 1**

The Mayor of Little Elm is authorized to request grant project funding under NCTCOG's Request for Project Applications of the Regional Solid Waste Local Project Funding Program and act on behalf of the Town of Little Elm in all matters related to the grant project application and any subsequent project contract that may result.

**SECTION 2**

If the grant project is funded, the Town of Little Elm will comply with the requirements of NCTCOG, TCEQ, and the State of Texas.

**SECTION 3**

The local government will allocate and expend the necessary monies to support this grant and then seek reimbursement from NCTCOG on a timely basis.

**SECTION 4**

The grant project funds and any project-funded equipment for facilities will be used only for the purposes for which they are intended under the project.

**SECTION 5**

The grant activities for this project will comply with and support the adopted regional (and local) solid waste management plans adopted for the geographical area in which the activities are performed.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, BY A VOTE OF \_\_\_\_ TO \_\_\_\_, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2012.**

**APPROVED:**

\_\_\_\_\_  
\_\_\_\_\_, MAYOR

**ATTEST:**

\_\_\_\_\_  
**Kathy Phillips, TOWN SECRETARY**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**TOWN ATTORNEY**

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

BEFORE ME, \_\_\_\_\_, Notary Public, on this day personally appeared \_\_\_\_\_, the Mayor of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed this instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: \_\_\_\_\_