

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

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

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

**Tuesday, June 19, 2012 - 6:00 PM  
Town Council Chambers  
100 West Eldorado Parkway  
Little Elm, TX 75068**

1. Call to Order Council Work Shop at 6:00 p.m.
  - A. Items to be withdrawn from Consent Agenda.
  - B. Emergency Items if posted.
  - C. Request by the Town Council for items to be placed on the next regular council agenda for discussion, and recognition of excused absences.
  - D. Discussion on release of employee for time to participate in Special Olympic type events. (Town Manager)
  - 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:
  - A. Recognition and Presentation to Francine Kruzitski as 2012 Greater Dallas Fort Worth Recycling Alliance's (GDFWRA) Volunteer of the Year. (Public Works Director) 5

- B. Recognition and Presentation of Certificate of Merit to the Town of Little Elm and CWD for Outstanding Recycling Partnership. (Public Works Director) 6
- C. Recognition and Presentations to Jennette Killingsworth EDC Executive Director. (Mayor Pro-Tem Cornelious) 7
- 3. Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.
- 4. Opening Prayer: Pastor Richard Stevens-Living Word Baptist Church.
- 5. Pledge to the Flags:
  - A. United States Flag
  - B. Texas Flag:  
Honor the Texas Flag I pledge allegiance to thee Texas,  
one state under God, one and indivisible.
- 6. Public Hearing and Action: A request for a Specific Use Permit for a Temporary Batch Plant on approximately 2.07 acres of land, generally located at the northwest corner of FM 423 and Sunflower Drive, currently zoned PD-SF (Single Family). 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 approve Resolution No. 06191201 a Resolution of the Town of Little Elm allowing for a Temporary Concrete Batch Plant on approximately 2.07 acres of land, currently zoned Single Family District (PD-SF), generally located at the Northwest Corner of FM 423 and Sunflower Drive, Little Elm, Denton County, Texas; providing an effective date. (Planning Manager) 9
- 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 June 5, 2012 Workshop, Public Hearing and Regular Meeting. (Town Secretary) 15
- B. Minutes of the June 12, 2012 Special Meeting. (Town Secretary) 19
- C. Final Plat Paloma Creek South, Phase 9B from Petitt Barraza LLC, generally located at the northeast corner of Villa Paloma Boulevard and Hawk Valley Drive, in the Town's ETJ. (Planning Manager) 20
- D. Interlocal Agreement between the Town of Little Elm and Denton County for Tax Collections for a term of one (1) year beginning October 1, 2012 through September 30, 2013 with an automatic renewal of an additional one (1) year term at the discretion of the County and the Town. (Finance Director) 23
- E. Interlocal Cooperative Agreement for Shared Governance Communications & Dispatch Services System between Denton County and the Little Elm Police Department for the amount of \$86,506.00 expiring September 30, 2012. (Police Chief) 35
- F. Interlocal Cooperative Agreement for Shared Governance Communications & Dispatch Services System between Denton County and the Little Elm Fire Department for the amount of \$18,031.00 expiring September 30, 2012. (Fire Chief) 46
- G. Re-appoint Holly Fox as Alternate Municipal Court Judge for the Town of Little Elm and authorize Town Manager to execute Letter of Agreement for same. (Finance Director) 56
- 9. Reports and requests for Town Council consideration and appropriate action:
  - A. Discussion and Action to award contract to the audit firm of Weaver LLP as the Town's auditors to audit financial statements for the fiscal period ending September 30, 2012 and 2013 with consideration of maintaining their audit services for three (3) consecutive optional one year renewal periods. (Finance Director) 62
  - B. Discussion and Action to approve Construction Change Order # 6 in the amount of \$65,464.00 for the Town's Lobo Lane Project to Quality Excavation, Ltd. of Aubrey, Texas and authorize the Town Manager to execute the same. (Director of Development Services) 64
- 10. FYI: (All matters are provided to the Town Council for informational purposes only)

A. Town Secretary Monthly Report for May 2012.	70
B. Development Services Monthly Report for May 2012.	71
C. Public Works Monthly Report.	82
D. Thank You-Laurie McKee.	102
11. Adjourn.	

**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 15th day of June 2012.**

**PUBLIC WORKS DIRECTOR KEVIN MATTINGLY:  
TO PRESENT THE 2012 GREAT DALLAS FORT WORTH  
RECYCLING ALLIANCE'S VOLUNTEER OF THE YEAR  
AWARD TO FRANCINE KRUZITSKI**

**PUBLIC WORKS DIRECTOR KEVIN MATTINGLY:  
TO PRESENT CERTIFICATE OF MERIT  
TO THE TOWN OF LITTLE ELM  
AND  
COMMUNITY WASTE DISPOSAL (CWD)  
FOR OUTSTANDING RECYCLING PARTNERSHIP**

THE INDUSTRIAL ASSET MANAGEMENT COUNCIL

HEREBY AWARDS ITS

FELLOW

DESIGNATION TO

JENNETTE KILLINGSWORTH

FOR HER STRONG COMMITMENT TO LEADERSHIP WITHIN  
IAMC AND THE CORPORATE COMMUNITY.

  
Mert Livingstone  
IAMC Chair



THIS 24TH DAY OF APRIL, 2012

# The Economic Development Institute

Accredited by the  
International Economic Development Council

Conducted by  
The University of Oklahoma  
College of Continuing Education

Confirms that

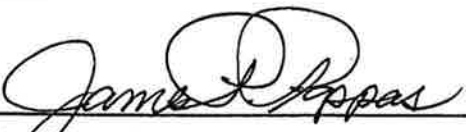
Jennette Killingsworth

has successfully completed the prescribed course of study

And has fulfilled the full requirements of the Regents for Educational Programs, I.E.D.C.


May 2012

Date

  
Vice President, University Outreach

  
Associate Vice President, University Outreach



  
Dean, OI/CEI

  
Director, OI/CEI

# TOWN OF LITTLE ELM

## Town Council

### Staff Report



**PROJECT:** 12-SUP-002 SUP – Temporary Concrete Batch Plant

**HEARING DATES:** Planning & Zoning Commission: 06/07/12  
**Town Council:** 06/19/12

**REQUEST:** A request for a Specific Use Permit to be issued for a temporary batch plant to approximately 2.07 acres of land currently zoned single family district (PD-SF).

**PROPOSED USE:** Temporary Concrete Batch Plant to construct Sunset Pointe, phases 22 and 23.

**LOCATION:** The property is generally located at the northwest corner of FM 423 and Sunflower Drive.

**SIZE:** Approximately 2.07 acres

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

**EXISTING USE / SITE ATTRIBUTES:** Undeveloped land

**APPLICANT:** Leia Hubbard (Gilco Contracting, Inc.)

**PLANNING ANALYSIS:** Temporary concrete batch plants require Council approval, via resolution, per Chapter 106 of the Little Elm Code of Ordinances. The requested batch plant is for the construction of Sunset Pointe, phases 22 and 23, and is proposed to be in operation for approximately one (1) month.

Council has approved temporary batch plants in recent years for the reconstruction of Lobo Lane and for Eldorado Estates West, phase 3.

The State heavily regulates batch plants in terms of air quality, site fencing, and other safety concerns. The applicant's TCEQ operational permits are pending approval by the State.

If Council approves the use of a temporary concrete batch plant, it will reduce the number of heavy trucks driving the residential streets of Sunset Pointe, reduce the cost of the concrete by up to 50%, and reduce the time of construction.

The hours of operation would follow Town regulations (7 AM to 8 PM, Monday thru Saturday), and access to the site would be accomplished via Marlin Drive.

**RECOMMENDED  
ACTION:**

Staff recommends approval of the requested SUP for a temporary concrete batch plant.

On June 7<sup>th</sup>, 2012, the Planning & Zoning Commission unanimously recommended approval of the requested SUP.

**TOWN CONTACT:**

Dusty McAfee, AICP - Planning Manager

**ATTACHMENTS:**

Letter of Intent  
Resolution 06191201  
Location Map



May 16, 2012

Town of Little Elm  
Attn: Mr. Dusty McAfee  
100 West Eldorado Parkway  
Little Elm, Texas 75068

Re: Temporary Concrete Batch Plant  
Dominion at Lakeview (Sunset Pointe Phase 23)

Mr. McAfee,

Thank you for processing our permit to erect a Temporary Concrete Batch Plant in the Town of Little Elm. The Batch Plant will serve paving improvements at the Sunset Pointe Ph 22&23 project in the Town of Little Elm. The project is located in the northwest corner of the intersection of Sunflower Dr. and FM 423. The project consists of approximately 12,800sy of Subgrade preparation and 8" concrete paving. Weather permitting; the plant is scheduled to move-in on or about June 22, 2012 and move out roughly, July 13, 2012. With City approval, hours of operation are normally Monday through Saturday 7AM to 8PM. The Batch Plant area is approximately 300'x 300' area enclosed with silt fence, contiguous to the project. Material delivery trucks and others will enter/exit the site on the south side of the project via entrance on Marlin Dr. and Sunflower Dr. Gilco has obtained permission from the property owner, Sunset Pointe I, Ltd. with the understanding that all city and state provisions will be met, all materials produced shall be used solely for the construction of Sunset Pointe, upon completion of construction the batch plant will be removed from the site, and the batch plant area shall be cleaned and returned to an acceptable condition. Please let me know if I can or need to provide any other information.

Sincerely,

Leia Hubbard  
Operations Director  
(817) 521-1288

**TOWN OF LITTLE ELM, TEXAS**

**RESOLUTION NO. 06191201**

**A RESOLUTION BY THE TOWN OF LITTLE ELM ALLOWING FOR A TEMPORARY CONCRETE BATCH PLANT ON APPROXIMATELY 2.07 ACRES OF LAND, CURRENTLY ZONED SINGLE FAMILY DISTRICT (PD-SF), GENERALLY LOCATED AT THE NORTHWEST CORNER OF FM 423 AND SUNFLOWER DRIVE, LITTLE ELM, DENTON COUNTY, TEXAS; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Gilco Contracting, Inc. is asking permission from the Town of Little Elm, Texas ("Town") to construct a temporary concrete batch plant on approximately 2.07 acres of land, currently zoned Single Family district (PD-SF), generally located at the northwest corner of FM 423 and Sunflower Drive, better illustrated on the attached Location Map, for the construction of Sunset Pointe, Phases 22 & 23; and

**WHEREAS**, operation of the batch plant located on the subject property has been requested generally from June 22, 2012 until approximately July 13, 2012; and

**WHEREAS**, the Gilco Contracting, Inc. has applied for an operating permit from TCEQ; and

**WHEREAS**, the Town acknowledges that the State already regulates batch plants in terms of ingress/egress, air quality, security, and in numerous other ways; and

**WHEREAS**, the Town desires to reduce the number of concrete mix trucks on Little Elm roads caused by construction of the subdivisions; and

**WHEREAS**, the Planning and Zoning Commission held a public hearing to consider the request on June 7th, 2012 and unanimously recommended approval, as conditioned here within; and

**WHEREAS**, the Town desires to approve the temporary batch plant as set forth herein.

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

**SECTION 1**

The Town of Little Elm hereby approves the temporary concrete batch plant as requested, with the following conditions:

1. All necessary TCEQ permits shall be obtained.
2. This SUP shall expire at the conclusion of construction operations or sixty (60) days after approval by Town Council.

## **SECTION 2**

The provisions of this Resolution are severable, and if any section, paragraph, sentence, phrase, clause or word herein or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution, and the Town Council hereby declares that it would have passed such remaining portions despite such invalidity, which remaining portions shall remain in full force and effect.

## **SECTION 3**

That this Resolution shall become effective immediately upon its passage and approval.

**PASSED AND APPROVED** this 19th day of June, 2012.

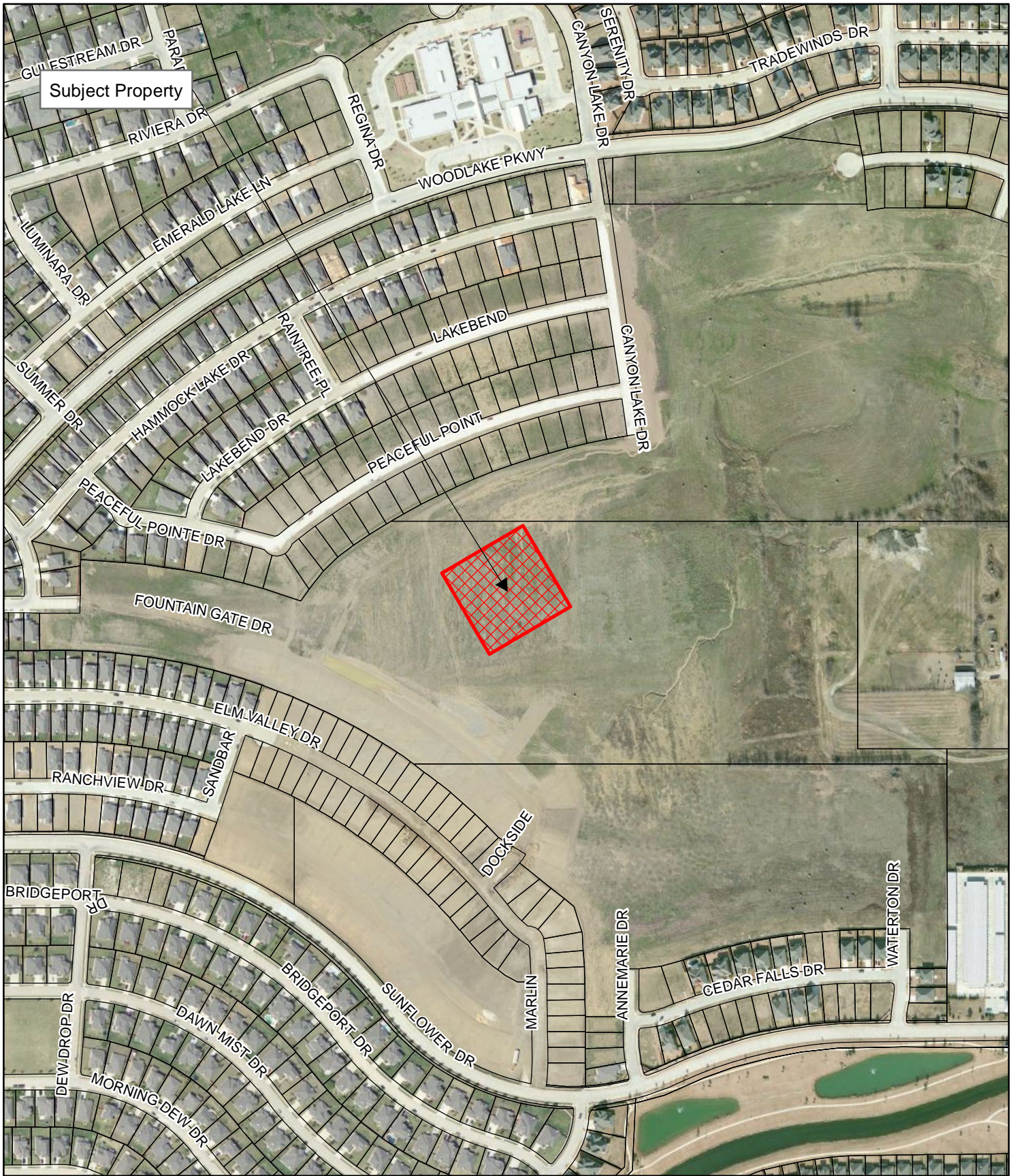
---

Charles Platt, Mayor

ATTEST:

---

Kathy Phillips  
Town Secretary





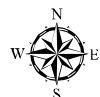
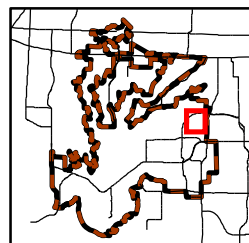
## Location Map

**Town of Little Elm**  
**Denton County, Tx**  
**Date: 5/17/2012**

0 215 430  
 Feet

### Legend

-  Subject Property
-  Parcels 14
-  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**  
**Tuesday June 5, 2012**

**Present:** Charles Platt Mayor, Council members Richard Stevens, Stephanie Shoemaker, Brandon Gerard, and Bill Roebken. **Absent:** Curtis Cornelious Mayor Pro-tem. **Staff:** Robert Brown, Doug Peach, Kathy Phillips, Alan Dickerson, Dusty McAfee, Tony Chrisman, Joe Florentino, and Rodney Harrison.

**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. **NONE**
- d. Discuss Updated Budget Planning Calendar. **Town Manager Doug Peach and Finance Director Alan Dickerson:** 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. 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. Some of the dates on the proposed calendar are required to meet state law requirements. A basic 101 on budget process will be held with new council members prior to budget presentations. Council consensus was to receive a hard copy of wish list from each department head and receive an abbreviated version of each presentation during workshops.
- e. Presentation of monthly updates from department heads: Town Manager Doug Peach gave a report for Public Works Director Kevin Mattingly regarding Stage 2 of the Town's Water Conservation and Drought Contingency Plan that went into effect June 1<sup>st</sup>; twice week water is allowed on trash day plus another day per watering schedule. No watering is allowed between 10am and 6pm. The Town will be hosting a Chemical Spill Response training July 20<sup>th</sup> from 8am to 5pm at Town Hall. Sigma Consulting & Training Inc. will provide training. The Annual Water Quality reports are completed and will be mailed to every water customer within the month of June. A web version will be available on the Town's web site and copies will be hand delivered to the senior center.

Doug also informed the Council that the road closure of Eldorado Parkway was postponed for this weekend. There will be a need to build detours; flagging of one way traffic at certain times during the construction. Staff will notify the Council and Public ahead of time of these closures.

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

2. Presentations and Announcements: **NONE**

3. **Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.**

4. **Opening Prayer:** Pastor Marc Farnell-Crossridge Church.

5. **Pledge to the Flags:**

- a. United States Flag
- b. Texas Flag

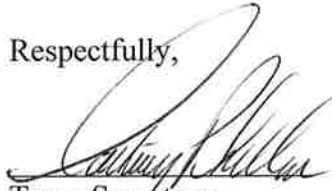
6. **Public Hearing and Action:** A request for a Specific Use Permit for a Private School (Montessori) on approximately 0.58 acres of land, generally located at the northeast corner of Eldorado Parkway & Clark Street, currently zoned Town Center district (TC).

- a. **Staff Report.** Planning Manager Dusty McAfee informed Council that the Little Elm Code of Ordinances requires Private School uses to obtain a Specific Use Permit (SUP) to legally operate in the Town Center zoning district. The proposed Montessori school is included in this requirement. A concurrent application for a revised site plan was approved at the May 15<sup>th</sup> Town Council meeting. That conceptual site plan is required to be constructed prior to the applicant occupying the premises. When constructed, Staff believes that the revised site layout provided 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 and Zoning Commission unanimously recommended approval of the requested SUP at its May 17<sup>th</sup> regular meeting. Therefore, 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 No. 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, and (5) This SUP expires if the proposed use is abandoned for more than a 24 month period.

- b. Opened Public Hearing at 6:24 p.m.
  - c. Receive Public Comments. NONE
  - d. Closed Public Hearing at 6:33 p.m.
  - e. Upon motion by Council member Stevens and second by Council member Shoemaker the members voted 5-0 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.
7. Public Comments: NONE
8. Upon motion by Council member Shoemaker and second by Council member Gerard the members voted 5-0 to approve the Consent Agenda as presented:
- a. **Minutes** of the May 15, 2012 Workshop and Regular Meeting.
  - b. **Minutes** of the May 22, 2012 Special Meeting.
  - c. **Final Plat** Sunset Pointe, Phase 24 from Dowdey, Anderson & Associates, Inc. generally located north of Sunflower Drive and west of FM 423.
9. **Reports and requests for Town Council consideration and appropriate action:**
- a. Upon motion by Council member Roebken and second by Council member Stevens the members voted 5-0 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.
  - b. Upon motion by Council member Gerard and second by Council member Roebken the members voted 5-0 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.
  - c. Upon motion by Council member Gerard and second by Council member Shoemaker the members voted 5-0 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.

10. Adjourned Work Shop and Regular Meeting **at 6:46 p.m.**

Respectfully,  
  
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 June 12, 2012**

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

1. Roll Call/Called to Order Special Meeting **at 5:04 p.m.**
2. The Town Council held an Closed (executive) session meeting **at 5:04 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 5:55 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 5:55 p.m.**

Respectfully,



Town Secretary

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

# TOWN OF LITTLE ELM

## Town Council

### Staff Report



**PROJECT:** 12-FP-004 Paloma Creek South, Phase 9B

**HEARING DATES:** Planning & Zoning Commission: 06/07/12  
**Town Council** **06/19/12**

**REQUEST:** Proposal to final plat 88 residential lots

**PROPOSED USE:** Single Family Residential

**LOCATION:** The property is generally located at the northeast corner of Villa Paloma Boulevard and Hawk Valley Drive.

**SIZE:** Approximately 19.981 acres

**CURRENT ZONING:** ETJ

**EXISTING USE / SITE ATTRIBUTES:** Undeveloped

**APPLICANT:** Brian Wade

**PROPERTY OWNER:** PRA 2003 No. 3, LP

**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.

On June 7<sup>th</sup>, 2012, the Planning & Zoning Commission unanimously recommended approval of the proposed plat.

**RECOMMENDED ACTION:** Staff recommends approval of the Final Plat.

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

**ATTACHMENTS:** Location Map  
Final Plat








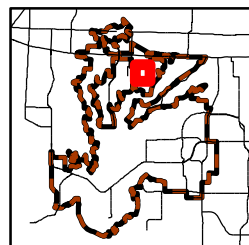
## Location Map

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

0 170 340  
 Feet

### Legend

-  Roads\_outside\_LE
-  Subject Property
-  Parcels
-  ETJ\_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.

## OWNERS CERTIFICATE

STATE OF TEXAS §  
COUNTY OF DENTON §

WHEREAS, PRA 2003 NO. 3, L.P., IS THE OWNER OF A TRACT OF LAND SITUATED IN THE THOMAS NAVO SURVEY, ABSTRACT NO. 964, IN DENTON COUNTY, TEXAS, SAID TRACT BEING A PORTION OF A CALLED 74.278 ACRE TRACT OF LAND DESCRIBED AS TRACT IV IN A DEED TO PRA 2003 NO. 3, L.P., RECORDED AS DOCUMENT NO. 2008-21084, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND ON THE EAST LINE OF PALOMA CREEK SOUTH PHASE 5B2, AN ADDITION TO DENTON COUNTY ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET Y, PAGE 509, PLAT RECORDS, DENTON COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF PALOMA CREEK SOUTH PHASE 9A, AN ADDITION TO DENTON COUNTY ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 2010-200 OF SAID PLAT RECORDS;

THENCE ALONG THE EAST LINE OF SAID PHASE 5B2 ADDITION, THE FOLLOWING COURSES AND DISTANCES:

NORTH 25 DEGREES 47 MINUTES 38 SECONDS EAST, A DISTANCE OF 179.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

NORTHEASTERLY, ALONG SAID TANGENT CURVE TO THE LEFT WHICH HAS A CHORD THAT BEARS NORTH 17 DEGREES 11 MINUTES 51 SECONDS EAST FOR 127.05 FEET, A CENTRAL ANGLE OF 17 DEGREES 11 MINUTES 33 SECONDS AND A RADIUS OF 425.00 FEET, FOR AN ARC DISTANCE OF 127.53 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE END OF SAID CURVE;

SOUTH 81 DEGREES 23 MINUTES 56 SECONDS EAST, A DISTANCE OF 104.28 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

NORTH 09 DEGREES 04 MINUTES 45 SECONDS EAST, A DISTANCE OF 8.68 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

NORTH 05 DEGREES 43 MINUTES 15 SECONDS EAST, A DISTANCE OF 41.61 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

NORTH 02 DEGREES 56 MINUTES 53 SECONDS EAST, A DISTANCE OF 36.51 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

NORTH 02 DEGREES 17 MINUTES 47 SECONDS EAST, A DISTANCE OF 328.50 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

NORTH 87 DEGREES 42 MINUTES 13 SECONDS WEST, A DISTANCE OF 105.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

NORTH 02 DEGREES 17 MINUTES 47 SECONDS EAST, A DISTANCE OF 9.30 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

NORTH 87 DEGREES 42 MINUTES 13 SECONDS WEST, A DISTANCE OF 174.49 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

NORTH 35 DEGREES 49 MINUTES 38 SECONDS EAST, A DISTANCE OF 26.23 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

NORTH 02 DEGREES 17 MINUTES 47 SECONDS EAST, A DISTANCE OF 78.14 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

NORTH 87 DEGREES 42 MINUTES 13 SECONDS WEST, A DISTANCE OF 39.06 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

NORTH 54 DEGREES 10 MINUTES 22 SECONDS WEST, A DISTANCE OF 12.20 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

SOUTH 35 DEGREES 49 MINUTES 38 SECONDS EAST, A DISTANCE OF 99.54 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

NORTH 53 DEGREES 57 MINUTES 13 SECONDS EAST, A DISTANCE OF 87.36 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

NORTH 77 DEGREES 40 MINUTES 31 SECONDS EAST, A DISTANCE OF 44.31 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

SOUTH 89 DEGREES 21 MINUTES 24 SECONDS EAST, A DISTANCE OF 37.45 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

SOUTH 87 DEGREES 42 MINUTES 13 SECONDS EAST, A DISTANCE OF 310.20 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

SOUTH 82 DEGREES 53 MINUTES 57 SECONDS EAST, A DISTANCE OF 50.18 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

SOUTH 68 DEGREES 50 MINUTES 42 SECONDS EAST, A DISTANCE OF 46.66 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

SOUTH 54 DEGREES 53 MINUTES 59 SECONDS EAST, A DISTANCE OF 46.55 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

NORTH 47 DEGREES 18 MINUTES 53 SECONDS EAST, A DISTANCE OF 176.04 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

SOUTH 42 DEGREES 41 MINUTES 07 SECONDS EAST, A DISTANCE OF 54.66 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

NORTH 47 DEGREES 18 MINUTES 53 SECONDS EAST, A DISTANCE OF 153.29 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE MOST EASTERLY CORNER OF SAID PHASE 5B2 ADDITION;

THENCE OVER AND ACROSS SAID 74.278 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 14 DEGREES 40 MINUTES 34 SECONDS EAST, A DISTANCE OF 60.98 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

SOUTH 32 DEGREES 16 MINUTES 41 SECONDS EAST, A DISTANCE OF 108.79 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

SOUTH 47 DEGREES 18 MINUTES 53 SECONDS WEST, A DISTANCE OF 105.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

SOUTH 42 DEGREES 41 MINUTES 07 SECONDS EAST, A DISTANCE OF 30.50 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

SOUTH 47 DEGREES 18 MINUTES 53 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

NORTH 42 DEGREES 41 MINUTES 07 SECONDS WEST, A DISTANCE OF 33.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

SOUTH 47 DEGREES 18 MINUTES 53 SECONDS WEST, A DISTANCE OF 28.65 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

SOUTHWESTERLY, ALONG SAID TANGENT CURVE TO THE LEFT WHICH HAS A CHORD THAT BEARS SOUTH 42 DEGREES 22 MINUTES 31 SECONDS WEST FOR 76.63 FEET, A CENTRAL ANGLE OF 49 DEGREES 52 MINUTES 45 SECONDS AND A RADIUS OF 445.00 FEET, FOR AN ARC DISTANCE OF 76.73 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR THE END OF SAID CURVE;

SOUTH 42 DEGREES 41 MINUTES 07 SECONDS EAST, A DISTANCE OF 109.18 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

SOUTH 27 DEGREES 41 MINUTES 00 SECONDS WEST, A DISTANCE OF 88.22 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

SOUTH 14 DEGREES 53 MINUTES 20 SECONDS WEST, A DISTANCE OF 46.82 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

SOUTH 08 DEGREES 27 MINUTES 04 SECONDS WEST, A DISTANCE OF 46.86 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

SOUTH 02 DEGREES 35 MINUTES 45 SECONDS WEST, A DISTANCE OF 42.93 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

SOUTH 02 DEGREES 17 MINUTES 47 SECONDS WEST, A DISTANCE OF 350.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

SOUTH 17 DEGREES 43 MINUTES 53 SECONDS WEST, A DISTANCE OF 90.04 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

SOUTH 23 DEGREES 58 MINUTES 34 SECONDS WEST, A DISTANCE OF 50.77 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

NORTH 64 DEGREES 34 MINUTES 12 SECONDS WEST, A DISTANCE OF 34.53 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

NORTH 67 DEGREES 18 MINUTES 31 SECONDS WEST, A DISTANCE OF 70.63 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

SOUTH 20 DEGREES 20 MINUTES 44 SECONDS WEST, A DISTANCE OF 105.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

SOUTHEASTERLY, ALONG SAID NON-TANGENT CURVE TO THE RIGHT WHICH HAS A CHORD THAT BEARS SOUTH 67 DEGREES 56 MINUTES 48 SECONDS EAST FOR 31.07 FEET, A CENTRAL ANGLE OF 01 DEGREE 18 MINUTES 32 SECONDS AND A RADIUS OF 1,360.00 FEET, FOR AN ARC DISTANCE OF 31.07 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR THE END OF SAID CURVE;

SOUTH 22 DEGREES 42 MINUTES 29 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

NORTHWESTERLY, ALONG SAID NON-TANGENT CURVE TO THE LEFT WHICH HAS A CHORD THAT BEARS NORTH 67 DEGREES 54 MINUTES 19 SECONDS WEST FOR 28.04 FEET, A CENTRAL ANGLE OF 01 DEGREE 13 MINUTES 34 SECONDS AND A RADIUS OF 1,310.00 FEET, FOR AN ARC DISTANCE OF 28.04 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR THE END OF SAID CURVE;

SOUTH 21 DEGREES 28 MINUTES 54 SECONDS WEST, A DISTANCE OF 105.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET ON THE NORTH LINE OF SAID PHASE 9A ADDITION;

THENCE ALONG THE NORTH LINE OF SAID PHASE 9A ADDITION, THE FOLLOWING COURSES AND DISTANCES:

NORTH 68 DEGREES 32 MINUTES 20 SECONDS WEST, A DISTANCE OF 28.55 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

NORTH 70 DEGREES 59 MINUTES 11 SECONDS WEST, A DISTANCE OF 56.24 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

NORTH 74 DEGREES 06 MINUTES 47 SECONDS WEST, A DISTANCE OF 56.24 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

NORTH 76 DEGREES 33 MINUTES 43 SECONDS WEST, A DISTANCE OF 56.29 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

NORTH 12 DEGREES 05 MINUTES 59 SECONDS EAST, A DISTANCE OF 105.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

WESTERLY, ALONG SAID NON-TANGENT CURVE TO THE LEFT WHICH HAS A CHORD THAT BEARS NORTH 79 DEGREES 40 MINUTES 56 SECONDS WEST FOR 81.47 FEET, A CENTRAL ANGLE OF 03 DEGREES 33 MINUTES 50 SECONDS AND A RADIUS OF 1,310.00 FEET, FOR AN ARC DISTANCE OF 81.48 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE END OF SAID CURVE;

NORTH 81 DEGREES 27 MINUTES 51 SECONDS WEST, A DISTANCE OF 119.57 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

WESTERLY, ALONG SAID TANGENT CURVE TO THE RIGHT WHICH HAS A CHORD THAT BEARS NORTH 72 DEGREES 50 MINUTES 07 SECONDS WEST FOR 97.52 FEET, A CENTRAL ANGLE OF 17 DEGREES 15 MINUTES 28 SECONDS AND A RADIUS OF 325.00 FEET, FOR AN ARC DISTANCE OF 97.89 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE END OF SAID CURVE;

NORTH 64 DEGREES 12 MINUTES 22 SECONDS WEST, A DISTANCE OF 46.43 FEET TO THE POINT OF BEGINNING AND CONTAINING 701,071 SQUARE FEET, OR 16.094 ACRES OF LAND, MORE OR LESS.

## DEDICATION STATEMENT

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, PRA 2003 NO. 3, L.P., A TEXAS LIMITED PARTNERSHIP, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICER, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED PROPERTY AS PALOMA CREEK SOUTH PHASE 9B, AN ADDITION TO DENTON COUNTY, TEXAS, AND DOES HEREBY DEDICATE TO DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 11-C (THE DISTRICT), IN FEE SIMPLE, THE STREETS AND PUBLIC USE AREAS SHOWN HEREON, AND DOES HEREBY DEDICATE THE EASEMENTS SHOWN HEREON FOR THE PURPOSES INDICATED TO THE EXCLUSIVE USE FOREVER OF DISTRICT 11-C, ALL SAID DEDICATIONS BEING FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS SHOWN HEREON, NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS ON SAID PLAT. AT THE DISCRETION OF THE DISTRICT AND SUBJECT TO ITS WRITTEN APPROVAL, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE THE SAME UNLESS THE EASEMENT LIMITS THE USE TO A PARTICULAR UTILITY OR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE DISTRICT USE THEREOF. ANY PUBLIC UTILITY GIVEN THE RIGHT BY THE DISTRICT TO USE SAID EASEMENTS 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 OR ANY OF THESE EASEMENTS; AND ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND UPON ANY OF 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 PROCURING THE PERMISSION OF ANYONE. I DO HEREBY BIND MYSELF, MY SUCCESSORS AND ASSIGNS TO FOREVER WARRANT AND DEFEND ALL AND SINGULAR THE ABOVE DESCRIBED STREETS, EASEMENTS AND RIGHTS UPON THE DISTRICT AGAINST EVERY PERSON WHOMSOEVER COMES LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF. THIS PLAT APPROVED SUBJECT TO ALL THE PLATTING ORDINANCES, RULES AND REGULATIONS OF DENTON COUNTY.

WITNESS MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2012.

PRA 2003 NO. 3, LP  
A TEXAS LIMITED PARTNERSHIP

BY: PRA GP NO. 2, INC.  
A TEXAS CORPORATION,  
ITS GENERAL PARTNER

BY: JULIAN HAWES, JR., VICE PRESIDENT OF PRA 2003 NO. 3, LP

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS ON THIS DAY PERSONALLY APPEARED JULIAN HAWES, JR., VICE PRESIDENT OF PRA 2003 NO. 3, LP KNOWN TO ME TO BE THE PERSONS AND OFFICERS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED 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.

NOTES:

- WATER SERVICE TO BE PROVIDED BY DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 11-C
- UTILITY PROVIDERS:  
(1) ELECTRIC & GAS SERVICE: COSERV  
7701 SOUTH STEMMONS, CORINTH, TEXAS 75065  
PHONE: 1-800-274-4014  
AT&T  
2301 RIDGEVIEW DRIVE, PLANO, TEXAS 75025  
PHONE: (972) 569-3084  
(2) TELEPHONE SERVICE:
- SANITARY SEWER TO BE HANDLED BY FACILITIES APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
- THE MAINTENANCE OF PAVING, GRADING AND DRAINAGE IMPROVEMENTS AND/OR EASEMENTS SHOWN ON THIS PLAT IS THE RESPONSIBILITY OF DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 11-C. APPROVAL OF THIS PLAT BY DENTON COUNTY DOES NOT CONSTITUTE ACCEPTANCE OF SAME FOR MAINTENANCE PURPOSES.
- ALL UTILITY EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON, ARE HEREBY DEDICATED BY THIS PLAT FOR THE EXCLUSIVE USE OF DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 11-C UNLESS OTHERWISE NOTED.
- THE SUBJECT PROPERTY IS DEPICTED WITHIN ZONE "X" (UNSHADED) ON THE FLOOD INSURANCE RATE MAP, MAP NO. 48121C0410 G, DATED APRIL 18, 2011. ZONE X (UNSHADED) IS DEFINED THEREON AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."
- THE LOCATION OF THE FLOOD ZONE LINES SHOWN HEREON, WERE DETERMINED BY SCALING FROM SAID FEMA MAP. THE ACTUAL LOCATION AS DETERMINED BY ELEVATION CONTOURS MAY DIFFER. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR OR PETITT BARRAZA, LLC AS A RESULT OF FLOODING.
- ALL CORNERS ARE 5/8-INCH IRON ROD WITH CAPS MARKED "PETITT-RPLS 4087" SET, UNLESS OTHERWISE NOTED.
- PROPOSED SITE IS WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE TOWN OF LITTLE ELM.
- BEARINGS ARE BASED ON A CALL OF SOUTH 02 DEGREES 17 MINUTES 47 SECOND WEST ALONG AN EAST LINE OF PALOMA CREEK SOUTH PHASE 5B2, AN ADDITION TO DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET Y, PAGE 509, PLAT RECORDS, DENTON COUNTY, TEXAS, AS MONUMENTED ON THE GROUND.
- THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES AND THE APPLICANT SHOULD CONTACT THE TOWN REGARDING ANY APPLICABLE FEES DUE.
- SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF TOWN ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- THIS PLAT DOES NOT ALTER OR REMOVE EXISTING DEED RESTRICTIONS, IF ANY, ON THIS PROPERTY.

APPROVED BY THE TOWN OF LITTLE ELM ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2012.

TOWN OFFICIAL  
TOWN OF LITTLE ELM, TEXAS

TOWN SECRETARY  
TOWN OF LITTLE ELM, TEXAS

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

100 0 50 100 200  
1 inch = 100 feet

CASTLE CREEK DRIVE PALOMA CREEK SOUTH PHASE 5B2  
CAB. Y, PG. 509  
P.R.D.C.T.

COOLMIST CREEK  
S87°42'13"E 310.20'

HAWK VALLEY DRIVE  
S87°42'13"E 310.20'

CARRIE CREEK DRIVE  
S87°42'13"E 310.20'

WILLOW CREEK DRIVE  
S87°42'13"E 310.20'

SUN CREEK DRIVE  
S87°42'13"E 310.20'

SILVERMOON DRIVE  
S87°42'13"E 310.20'

GREEN CORAL DRIVE  
S87°42'13"E 310.20'

VILLA PALOMA BOULEVARD  
S87°42'13"E 310.20'

CASTLE CREEK DRIVE PALOMA CREEK SOUTH PHASE 5B2  
CAB. Y, PG. 509  
P.R.D.C.T.

COOLMIST CREEK  
S87°42'13"E 310.20'

HAWK VALLEY DRIVE  
S87°42'13"E 310.20'

CARRIE CREEK DRIVE  
S87°42'13"E 310.20'

WILLOW CREEK DRIVE  
S87°42'13"E 310.20'

SUN CREEK DRIVE  
S87°42'13"E 310.20'

SILVERMOON DRIVE  
S87°42'13"E 310.20'

GREEN CORAL DRIVE  
S87°42'13"E 310.20'

VILLA PALOMA BOULEVARD  
S87°42'13"E 310.20'

CASTLE CREEK DRIVE PALOMA CREEK SOUTH PHASE 5B2  
CAB. Y, PG. 509  
P.R.D.C.T.

COOLMIST CREEK  
S87°42'13"E 310.20'

HAWK VALLEY DRIVE  
S87°42'13"E 310.20'

CARRIE CREEK DRIVE  
S87°42'13"E 310.20'

WILLOW CREEK DRIVE  
S87°42'13"E 310.20'

SUN CREEK DRIVE  
S87°42'13"E 310.20'

SILVERMOON DRIVE  
S87°42'13"E 310.20'

GREEN CORAL DRIVE  
S87°42'13"E 310.20'

VILLA PALOMA BOULEVARD  
S87°42'13"E 310.20'

CASTLE CREEK DRIVE PALOMA CREEK SOUTH PHASE 5B2  
CAB. Y, PG. 509  
P.R.D.C.T.

COOLMIST CREEK  
S87°42'13"E 310.20'

HAWK VALLEY DRIVE  
S87°42'13"E 310.20'

CARRIE CREEK DRIVE  
S87°42'13"E 310.20'

WILLOW CREEK DRIVE  
S87°42'13"E 310.20'

SUN CREEK DRIVE  
S87°42'13"E 310.20'

SILVERMOON DRIVE  
S87°42'13"E 310.20'

GREEN CORAL DRIVE  
S87°42'13"E 310.20'

VILLA PALOMA BOULEVARD  
S87°42'13"E 310.20'

CASTLE CREEK DRIVE PALOMA CREEK SOUTH PHASE 5B2  
CAB. Y, PG. 509  
P.R.D.C.T.

COOLMIST CREEK  
S87°42'13"E 310.20'

HAWK VALLEY DRIVE  
S87°42'13"E 310.20'

CARRIE CREEK DRIVE  
S87°42'13"E 310.20'

WILLOW CREEK DRIVE  
S87°42'13"E 310.20'

SUN CREEK DRIVE  
S87°42'13"E 310.20'

SILVERMOON DRIVE  
S87°42'13"E 310.20'

GREEN CORAL DRIVE  
S87°42'13"E 310.20'

VILLA PALOMA BOULEVARD  
S87°42'13"E 310.20'

CASTLE CREEK DRIVE PALOMA CREEK SOUTH PHASE 5B2  
CAB. Y, PG. 509  
P.R.D.C.T.

COOLMIST CREEK  
S87°42'13"E 310.20'

HAWK VALLEY DRIVE  
S87°42'13"E 310.20'

CARRIE CREEK DRIVE  
S87°42'13"E 310.20'

WILLOW CREEK DRIVE  
S87°42'13"E 310.20'

SUN CREEK DRIVE  
S87°42'13"E 310.20'

SILVERMOON DRIVE  
S87°42'13"E 310.20'

GREEN CORAL DRIVE  
S87°42'13"E 310.20'

VILLA PALOMA BOULEVARD  
S87°42'13"E 310.20'

CASTLE CREEK DRIVE PALOMA CREEK SOUTH PHASE 5B2  
CAB. Y, PG. 509  
P.R.D.C.T.

COOLMIST CREEK  
S87°42'13"E 310.20'

HAWK VALLEY DRIVE  
S87°42'13"E 310.20'

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



**COUNCIL  
SESSION:**

**June 19, 2012**

**PROJECT:**

Approval of Interlocal Agreement between the Town of Little Elm and Denton County for Tax Collections for a term of one (1) year beginning October 1, 2012 through September 30, 2013 with an automatic renewal of an additional one (1) year term at the discretion of the County and the Town.

**BACKGROUND:**

This is a reoccurring annual item whereby Town Council is requested to approve an Interlocal Agreement with Denton County for Property Tax billing and collections.

The following is the Town's historical cost of tax statement billings:

FY	07-08	08-09	09-10	10-11	11-12
Statements					11,000
Annual Costs	\$7,622	\$7,801	\$8,412	\$8,402	\$8,153

The current per tax statement cost is \$.71 and the new rate is to be set at \$.67 for FY 2012-2013. The County will produce approximately 11,375 statements. In my opinion, Denton County provides tax collection services in a very professional and efficient manner. The Town has not had any issue in regard to collections, reporting and receipts of Town funds. The Town's tax collection rate on its current levy is 99% or better.

**FISCAL IMPACT:** \$7,825 Annually; funded from the General Fund Finance Budget.

**RECOMMENDED  
ACTION:**

Staff recommends approval by consent an Interlocal Agreement between the Town of Little Elm and Denton County for Tax Collections for a term of one (1) year beginning October 1, 2012 through September 30, 2013 with an automatic renewal of an additional one (1) year term at the discretion of the County and the Town.

**ATTACHMENTS:** Interlocal Agreement

**TOWN CONTACT:** Alan Dickerson, Finance Director - 214.975.0415  
[adickerson@littleelm.org](mailto:adickerson@littleelm.org)

**INTERLOCAL COOPERATION AGREEMENT - TAX COLLECTION**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and, the **City/Town of LITTLE ELM**, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY**."

**WHEREAS, COUNTY and MUNICIPALITY** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act, and V.T.C.A., Tax Code, Section 6.24 and 25.17 and;

**WHEREAS, MUNICIPALITY** has the authority to contract with the **COUNTY** for the **COUNTY** to act as tax assessor and collector for **MUNICIPALITY** and **COUNTY** has the authority to so act;

**NOW THEREFORE, COUNTY and MUNICIPALITY**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

I.

The effective date of this Agreement shall be the 1<sup>st</sup> day of October, 2012. The term of this Agreement shall be for a period of one year, from October 1, 2012, to and through September 30, 2013. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY and MUNICIPALITY**, unless written notice of termination is provided by the terminating party to the other party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement.

## II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **MUNICIPALITY** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall serve as tax assessor-collector for **MUNICIPALITY** for ad valorem tax collection for tax year 2012, and each tax year for the duration of this Agreement. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all tax statements; provide monthly collection reports to **MUNICIPALITY**; prepare tax certificates; develop and maintain both current and delinquent tax rolls; meet the requirements of Section 26.04 of the Texas Tax Code; and to develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations.

3. **COUNTY** further agrees that it will calculate the effective tax rates and rollback tax rates for **MUNICIPALITY** and that such calculations will be provided at no additional cost to **MUNICIPALITY**. The information concerning the effective and rollback tax rates will be published in the form prescribed by the Comptroller of Public Accounts of the State of Texas, and as required by Section 26.04 of V.T.C.A. Tax Code. **MUNICIPALITY** shall notify tax assessor-collector at least 7 days before

**MUNICIPALITY** wishes publication of forms specified in this section. It is understood and agreed by the parties that the expense of publication shall be borne by **MUNICIPALITY** and that **COUNTY** shall provide **MUNICIPALITY**'s billing address to the newspaper publishing the effective and rollback tax rates.

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices of required hearing and quarter-page notices as required by Sections 26.05 and 26.06 of V.T.C.A. Tax Code, if **MUNICIPALITY** requests such 7 days in advance of the intended publication date. **MUNICIPALITY** must approve all calculations and notices before publication may proceed. The accuracy and timeliness of all required notices are the responsibility of **MUNICIPALITY**.

5. Should **MUNICIPALITY** vote to increase its tax rate above the rollback tax rate the required publication of notices shall be the responsibility of **MUNICIPALITY**.

6. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **MUNICIPALITY**, and to promptly furnish written reports to keep **MUNICIPALITY** informed of all financial information affecting it.

7. **MUNICIPALITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

8. COUNTY agrees to allow an audit of the tax records of MUNICIPALITY in COUNTY'S possession during normal working hours with at least 48 hours advance, written notice to COUNTY. The expense of any and all such audits shall be paid by MUNICIPALITY. A copy of any and all such audits shall be furnished to COUNTY.

9. If required by MUNICIPALITY, COUNTY agrees to obtain a surety bond for the County Tax Assessor/Collector. Such bond will be conditioned upon the faithful performance of the Tax Assessor/Collector's lawful duties, will be made payable to MUNICIPALITY and in an amount determined by the governing body of MUNICIPALITY. The premium for any such bond shall be borne solely by MUNICIPALITY.

10. COUNTY agrees that it will place at least quarter-page advertisements in newspapers serving Denton County in January, 2013, as a reminder that delinquent tax penalties will apply to all assessed taxes which are not paid by January 31, 2013. The advertisements will be printed in each paper between January 5<sup>th</sup> and January 25<sup>th</sup>.

11. COUNTY agrees that it will post to a secure website collection reports for MUNICIPALITY listing current taxes, delinquent taxes, penalties and interest on a daily basis through September 30, 2013. COUNTY will provide monthly Maintenance and Operation (hereinafter referred to as "MO"), and Interest and Sinking (hereinafter referred to as "IS") collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

12. **MUNICIPALITY** retains its right to select its own delinquent tax collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **MUNICIPALITY** in the collection of delinquent taxes and related activities.

13. **MUNICIPALITY** will provide **COUNTY** with a copy of their current tax collection attorney contract on or before each February 1st. **MUNICIPALITY** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

### III.

**COUNTY** hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **MUNICIPALITY**. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **MUNICIPALITY**.

### IV.

**COUNTY** accepts responsibility for the acts, negligence, and/or omissions related to property tax service of all **COUNTY** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

V.

**MUNICIPALITY** accepts responsibility for the acts, negligence, and/or omissions of all **MUNICIPALITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **MUNICIPALITY** to the extent allowed by law.

VI.

**MUNICIPALITY** understands and agrees that **MUNICIPALITY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **MUNICIPALITY**.

VII.

For the services rendered during the 2012 tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed by October 10<sup>th</sup> or as soon thereafter as practical. The fee for this service will be a rate not to exceed Sixty-seven Cents (\$.67) per statement. In order to expedite mailing of tax statements the **MUNICIPALITY** must adopt their 2012 tax rate by September 25, 2012. Failure of the **MUNICIPALITY** to adopt a tax rate by September 25, 2012 will cause delay in timely mailing of tax statements. Pursuant to Texas Property Tax Code §26.05 if the **MUNICIPALITY** does not adopt a tax rate by September 30<sup>th</sup> the tax rate will be set at

the lower of the effective tax rate calculated for that year or the tax rate adopted by the **MUNICIPALITY** for the preceding tax year. Notwithstanding the provisions of the Tax Code, if **MUNICIPALITY** fails to deliver the adopted tax rates (M&O and I&S) to the Tax Assessor Collector by September 25, 2012, it may cause a delay in the publication and release of tax statements.

2. **COUNTY** will mail an additional notice during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28th. The fee for this service will be a rate not to exceed Sixty-seven Cents (\$.67) per statement.

3. At least 30 days, but no more than 60 days, prior to April 1st, and following the initial mailing, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.11 of the Texas Property Tax Code to the owner of each parcel to the owner of each parcel having delinquent taxes. The fee for this service will be a rate not to exceed Sixty-seven Cents (\$.67) per statement

4. At least 30 days, but no more than 60 days, prior to July 1st, and following the initial mailing, **COUNTY** will mail a delinquent tax statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent taxes. The fee for this service will be a rate not to exceed Sixty-seven Cents (\$.67) per statement.

5. For accounts which become delinquent on or after June 1<sup>st</sup>, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent taxes.

6. In event of a successful rollback election which takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each parcel. **COUNTY** will charge a fee for this service will be a rate not to exceed Sixty-seven Cents (\$.67) per statement. When a refund is required per Property Tax Code Section 26.07 (g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

7. **MUNICIPALITY** understands and agrees that **COUNTY** will bill **MUNICIPALITY** following each mailing for which charges are permitted. Payment is due upon receipt of the statement. If **MUNICIPALITY** fails to pay **COUNTY** for mailing fees by the 61<sup>st</sup> day after billing, **COUNTY** will withhold the billed amount from collections to satisfy the debt by authority of Section 6.27 of the Texas Property Tax Code.

8. **MUNICIPALITY** further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **MUNICIPALITY** for any renewal year of this Agreement, provided that **COUNTY** gives written notice to **MUNICIPALITY** sixty (60) days prior to the expiration date of the initial term of the Agreement. Collection rates are established annually by a survey of costs conducted by the County Budget Office. The collection rate for each year is approved by County Commissioners' Court. All entities are assessed the same per parcel collection rate.

VIII.

**COUNTY** agrees to remit all taxes, penalties, and interest collected on **MUNICIPALITY's** behalf and to deposit such funds into the **MUNICIPALITY's** depositories as designated:

1. For deposits of tax, penalties, and interest, payment shall be by wire transfer or by check sent by mail to **MUNICIPALITY's** depository accounts only, and segregated into the appropriate MO and IS accounts.

2. If **MUNICIPALITY** uses the same depository as **COUNTY**, the deposits of tax, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2013. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

IX.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the tax year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement, during such period.

X.

This Agreement represents the entire agreement between **MUNICIPALITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument

signed by the governing bodies of both **MUNICIPALITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

**XI.**

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

**COUNTY:**

County Judge of Denton County  
110 West Hickory  
Denton, Texas 76201  
Telephone 940-349-2820

**MUNICIPALITY:**

The City/Town of Little Elm  
100 W Eldorado Parkway  
Little Elm, Texas 75068  
Telephone: 214-975-0415  
Contact: Charles Platt

**XII.**

**MUNICIPALITY** hereby designates *Alvin Dickerson* *FINANCE DIRECTOR* to act on behalf of **MUNICIPALITY**, and to serve as Liaison for **MUNICIPALITY** to ensure the performance of all duties and obligations of **MUNICIPALITY** as stated in this Agreement. **MUNICIPALITY**'s designee shall devote sufficient time and attention to the execution of said duties on behalf of **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **MUNICIPALITY** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **MUNICIPALITY** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this, \_\_\_\_\_ day of \_\_\_\_\_ 2012.

COUNTY

Denton County  
110 West Hickory  
Denton, Texas 76201

MUNICIPALITY

City/Town of Little Elm  
100 W Eldorado Parkway  
Little Elm, Texas 75068

BY: \_\_\_\_\_  
Honorable Mary Horn  
Denton County Judge

ATTEST:

BY: \_\_\_\_\_  
Cynthia Mitchell  
Denton County Clerk

APPROVED FORM AND CONTENT:

\_\_\_\_\_  
Steve Mossman  
Denton County  
Tax Assessor/Collector

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
John Feldt  
Denton County  
Assistant District Attorney

## TOWN OF LITTLE ELM

### AGENDA INFORMATION SHEET

#### COUNCIL MEETING

**DATE:** June 19, 2012

**PROJECT:** INTERLOCAL COOPERATION AGREEMENT FOR SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM for fiscal year 2011/2012.

**DESCRIPTION:** The contract is essentially the same as last year with one exception. **Section 23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.** This refers to information contained in our CAD system that documents dispatched calls for service and other public record data collected in our Communications Center. This does not refer to, nor will we be releasing detailed offense/incident reports generated by your agency unless authorized. The new CAD system has a public web page (P2C) currently being developed that will be made available for use by your agency. When fully operational, this page may be used to release authorized public information such as accident reports, public record portions of offense/incident reports, UCR crime information, registered sex offender info, etc.

<b>COST:</b>	\$86,506	Little Elm Police Department
	\$18,031	Little Elm Fire Department
	<u>\$104,537</u>	<u>Total</u>

**FUNDING SOURCE:** N/A

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

**SCHEDULE:** 2011 / 2012 Budget

**RECOMMENDED ACTION:** Town Council authorize agreement as written

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

**ATTACHMENTS:** Copy of Inter-local Agreement for Dispatch Services



## DENTON COUNTY SHERIFF'S OFFICE

**MANDY SMITHERS**  
SENIOR PARALEGAL & CUSTODIAN OF RECORDS

127 N. Woodrow Lane  
Denton, TX 76205  
Phone (940) 349-2390  
Fax (940) 349-2392  
mandy.smithers@dentoncounty.com

**TO:** All Agencies  
**FROM:** Mandy Smithers  
**DATE:** September 19, 2011  
**SUBJECT:** 2011-12 Interlocal Cooperation Agreement for Shared Governance  
Communications & Dispatch Services System

Attached is the 2011-12 Interlocal Agreement for Shared Governance Communications & Dispatch Services System. If appropriate for your agency, it is perfectly acceptable to combine police & fire into one contract. Please note both agencies on the paperwork when you are filling out the forms.

Remember to send payments to the Denton County Auditor's Office at the address listed on the Exhibit C, Payment Worksheet.

Please send 2 originals to our office when you have approved and signed.

*=NEW THIS YEAR=  
mail signed copies to*

Mandy Smithers  
Denton County Sheriff's Office  
127 N. Woodrow Lane  
Denton, TX 76205

Checklist for the forms:

1	Page 1 – Name of Agency
2	Page 4 – Name & Address of Agency
3	Page 6 – Signature Page Name & Address of Agency
4	Exhibit B – Fill in Name of Agency
5	Exhibit B – Sign Agreement
6	Exhibit C – Fill in Payment Worksheet
7	Mail Signed Agreements to address listed above.

Please call Mandy Smithers if you have any questions!  
940-349-2390

STATE OF TEXAS

COUNTY OF DENTON

§  
§  
§

**INTERLOCAL COOPERATION AGREEMENT FOR  
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency: Little Elm Police Department  
hereinafter referred to as "Agency".

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2. **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one year period beginning October 1, 2011 and ending on September 30, 2012.

4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for service for services based on the workload generated by the Agency.

5.1. Agency shall pay to County the Total Amount more fully described on **Exhibit "A"**, the Agency Workload and Cost Statistics.

5.2. The Agency shall complete **Exhibit "B"**, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County.

5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.

5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year on or before **April 1<sup>st</sup> each year.**

5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire protection services and access to local, regional, state, and national data bases and telecommunications systems.

6.3 The services provided by County include the following:

- 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
- 6.3.2. receiving emergency and routine calls for law enforcement, fire, and medical services;
- 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
- 6.3.4. providing on-going communication support to the emergency personnel in the field; and
- 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.

7.2 Furnish County with a current list of all Officers and Reserves authorized

- by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
  - 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
  - 7.5 Adherence to all Sheriff's Office communications rules and regulations.
  - 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See Exhibit "C".
  - 7.7 Appoint representative and agree to participate in the Advisory Board.
  - 7.8 Agency is responsible for sending payments to County as more fully described in Exhibit "B" to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. **ASSIGNMENT.** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. **AGENCY LIABILITY.** The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. **COUNTY LIABILITY.** The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. **DISPUTES/RECOURSE.** County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay

or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. **EXHIBITS.** Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Agency Workload and Cost Statistics
Exhibit B	TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT
Exhibit C	Agency Payment Worksheet

15. **MULTIPLE ORIGINALS.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. **NOTICES.** All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 110 West Hickory, Room #207 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Denton County Criminal District Attorney's Office 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Little Elm Police Department
Contact Person	W. JAVUAN Rhodes
Address	88 W. Eldorado Parkway
City, State, Zip	Little Elm, TX 75068
Telephone	214-975-0460

17. **SEVERABILITY.** The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be preformed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. **THIRD PARTY.** This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. **VENUE.** This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. **WAIVER.** The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. **AUTHORIZED OFFICIALS.** Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.


22. **CURRENT FUNDS.** All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. **DISPATCH & COMMUNICATION RECORDS.** The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

Mary Horn, County Judge  
Denton County Commissioners Court  
110 West Hickory, Room #207  
Denton, Texas 76201  
(940)349-2820

AGENCY

  
Signature  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXECUTED duplicate originals on this

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

Approved as to content:

\_\_\_\_\_  
Denton County Sheriff's Office

Approved as to form:

\_\_\_\_\_  
Assistant District Attorney  
Denton County Criminal District  
Attorney's Office

EXECUTED duplicate originals on this

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

Approved as to content:

\_\_\_\_\_  
Agency

Approved as to form:

\_\_\_\_\_  
Attorney for Agency

## Exhibit A

<b>FY2011 Budget</b>	<b>\$2,243,999.00</b>	
<b>1/2 Budget Amount</b>	<b>\$1,121,999.50</b>	
<b>Agency</b>	<b>% Workload *</b>	<b>Cost by Workload</b>
ARGYLE PD	2.950%	\$33,099
AUBREY PD	1.949%	\$21,867
BARTONVILLE PD	0.360%	\$4,039
CORINTH PD	9.790%	\$109,844
DOUBLE OAK PD	1.290%	\$14,474
HICKORY CREEK PD	4.000%	\$44,880
JUSTIN PD	1.320%	\$14,810
KRUGERVILLE PD	0.460%	\$5,161
KRUM PD	2.210%	\$24,796
LITTLE ELM PD	7.710%	\$86,506
NORTHLAKE PD	4.150%	\$46,563
OAK POINT PD	1.730%	\$19,411
PILOT POINT PD	1.620%	\$18,176
PONDER PD	0.340%	\$3,815
SANGER PD	3.450%	\$38,709
TROPHY CLUB PD	4.060%	\$45,553
ARGYLE FD	0.709%	\$7,955
AUBREY FD	1.248%	\$14,003
JUSTIN FD	0.452%	\$5,071
KRUM FD	0.543%	\$6,092
LAKE CITIES FD	1.742%	\$19,545
LITTLE ELM FD	1.607%	\$18,031
OAK POINT FD	0.215%	\$2,412
PILOT POINT FD	0.595%	\$6,676
SANGER FD	0.772%	\$8,662
TROPHY CLUB FD	0.372%	\$4,174
<b>SHERIFF'S OFC *</b>	<b>44.356%</b>	<b>\$1,619,674</b>
<b>Totals</b>	<b>100.000%</b>	<b>\$2,243,998</b>

## Exhibit B

### **TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2011-12**

Twenty-Four Hour Terminal Agency	<b>DENTON COUNTY SHERIFF'S OFFICE</b>
Non Twenty-Four Hour Terminal Agency	

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

**DENTON COUNTY SHERIFF'S OFFICE**

**AGENCY**

By: Benny Parkey  
Title: Denton County Sheriff  
Date: \_\_\_\_\_

By: L. JAYLAN Rhodes  
Title: Chief of Police  
Date: 6/13/2012

# Exhibit C

## 2011-12 Budget Year AGENCY PAYMENT WORKSHEET

<b>Agency:</b>	Little Elm Police Dept.
<b>Payment Contact Person:</b>	Alan Dickerson
<b>Phone Number:</b>	214-975-0415
<b>Address:</b>	100 W. Eldorado Parkway
<b>City, State, Zip</b>	Little Elm, TX 75068
<b>AGENCY TOTAL AMOUNT DUE</b>	\$ 86,506

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

<b>Make checks payable to:</b>	Denton County
<b>Mail payments to:</b>	Communications Agreement Payments Denton County Auditor 401 W. Hickory, Suite 423 Denton, Texas 76201-9026

<b>Payment Plan Options</b>	1	<input type="checkbox"/>	One Annual Payment (100%)
	2	<input type="checkbox"/>	Two Payments (50%)
	3	<input type="checkbox"/>	Four Payments (25%)
	4	<input type="checkbox"/>	Twelve Monthly Payments
	5	<input type="checkbox"/>	Other Payment Option

<b>Other Payment Information/Details:</b> (expected dates of payments, amounts, etc.)

# **TOWN OF LITTLE ELM**

## **AGENDA INFORMATION SHEET:**

### **COUNCIL MEETING**

**DATE:** June 19, 2012

**PROJECT:** Denton County Interlocal Cooperation Agreement – Shared Governance Communications & Dispatch Services System

**DESCRIPTION:** Annual agreement between The Town of Little Elm and Denton County for Shared Governance Communications & Dispatch Services System.

Each year the Town of Little Elm will pay a fee to Denton County for use of their communications facility. Their communications facility handles all telecommunications; radio communications and dispatches our Fire Department to all emergencies. The fee is based on the workload share of the receiving agency. This year our fee is \$18,031.00

**COST:** \$18,031

**FUNDING SOURCE:** 112-6281-30 (fee is combined with Police dispatch fees and taken out of the Police Department's budget)

**SCHEDULE:** Upon execution of this agreement.

**RECOMMENDED ACTION:** Staff recommends directing the Fire Chief to enter into an agreement, on behalf of the Town of Little Elm, for Shared Governance Communications & Dispatch Services System

**TOWN CONTACT:** Joseph Florentino, Fire Chief 214-975-0420

**ATTACHMENTS:** Interlocal Cooperation Agreement - Shared Governance Communications & Dispatch Services System



5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for service for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount more fully described on Exhibit "A", the Agency Workload and Cost Statistics.
- 5.2. The Agency shall complete Exhibit "B", Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County.
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year on or before April 1<sup>st</sup> each year.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire protection services and access to local, regional, state, and national data bases and telecommunications systems.

6.3 The services provided by County include the following:

- 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
- 6.3.2. receiving emergency and routine calls for law enforcement, fire, and medical services;
- 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
- 6.3.4. providing on-going communication support to the emergency personnel in the field; and
- 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized

- by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
  - 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
  - 7.5 Adherence to all Sheriff's Office communications rules and regulations.
  - 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See Exhibit "C".
  - 7.7 Appoint representative and agree to participate in the Advisory Board.
  - 7.8 Agency is responsible for sending payments to County as more fully described in Exhibit "B" to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. **ASSIGNMENT.** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. **AGENCY LIABILITY.** The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. **COUNTY LIABILITY.** The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. **DISPUTES/RECOURSE.** County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay

or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. EXHIBITS. Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Agency Workload and Cost Statistics
Exhibit B	TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT
Exhibit C	Agency Payment Worksheet

15. MULTIPLE ORIGINALS. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 110 West Hickory, Room #207 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Denton County Criminal District Attorney's Office 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Little Elm Fire Department
Contact Person	Joseph Fiorentino
Address	100 W. Eldorado Parkway
City, State, Zip	Little Elm Tx 75068
Telephone	214-975-0425

17. **SEVERABILITY.** The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be preformed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. **THIRD PARTY.** This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. **VENUE.** This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. **WAIVER.** The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. **AUTHORIZED OFFICIALS.** Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. **CURRENT FUNDS.** All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. **DISPATCH & COMMUNICATION RECORDS.** The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

**DENTON COUNTY, TEXAS**

**AGENCY**

Mary Horn, County Judge  
Denton County Commissioners Court  
110 West Hickory, Room #207  
Denton, Texas 76201  
(940)349-2820

Signature  
Little Elm Fire Department  
100 W. Eldorado Pkwy  
Little Elm TX 75068  
214-975-0420

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

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

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

Approved as to content:

Approved as to content:

\_\_\_\_\_  
Denton County Sheriff's Office

\_\_\_\_\_  
Agency

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Assistant District Attorney  
Denton County Criminal District  
Attorney's Office

\_\_\_\_\_  
Attorney for Agency

<b>FY2011 Budget</b>	<b>\$2,243,999.00</b>	
<b>1/2 Budget Amount</b>	<b>\$1,121,999.50</b>	
<b>Agency</b>	<b>% Workload *</b>	<b>Cost by Workload</b>
ARGYLE PD	2.950%	\$33,099
AUBREY PD	1.949%	\$21,867
BARTONVILLE PD	0.360%	\$4,039
CORINTH PD	9.790%	\$109,844
DOUBLE OAK PD	1.290%	\$14,474
HICKORY CREEK PD	4.000%	\$44,880
JUSTIN PD	1.320%	\$14,810
KRUGERVILLE PD	0.460%	\$5,161
KRUM PD	2.210%	\$24,796
LITTLE ELM PD	7.710%	\$86,506
NORTHLAKE PD	4.150%	\$46,563
OAK POINT PD	1.730%	\$19,411
PILOT POINT PD	1.620%	\$18,176
PONDER PD	0.340%	\$3,815
SANGER PD	3.450%	\$38,709
TROPHY CLUB PD	4.060%	\$45,553
ARGYLE FD	0.709%	\$7,955
AUBREY FD	1.248%	\$14,003
JUSTIN FD	0.452%	\$5,071
KRUM FD	0.543%	\$6,092
LAKE CITIES FD	1.742%	\$19,545
LITTLE ELM FD	1.607%	\$18,031
OAK POINT FD	0.215%	\$2,412
PILOT POINT FD	0.595%	\$6,676
SANGER FD	0.772%	\$8,662
TROPHY CLUB FD	0.372%	\$4,174
SHERIFF'S OFC *	44.356%	\$1,619,674
<b>Totals</b>	<b>100.000%</b>	<b>\$2,243,998</b>

**TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)**  
**NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2011-12**

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF'S OFFICE
Non Twenty-Four Hour Terminal Agency	

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include cancelling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

**DENTON COUNTY SHERIFF'S OFFICE**

**AGENCY**

By: Benny Parkey

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

Title: Denton County Sheriff

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

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

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

**2011-12 Budget Year**  
**AGENCY PAYMENT WORKSHEET**

<b>Agency:</b>	
Payment Contact Person:	
Phone Number:	
Address:	
City, State, Zip	
<b>AGENCY TOTAL AMOUNT DUE</b>	<b>\$</b>

Agency Should Include this Worksheet with Each Payment Sent to Denton County.
---

Make checks payable to:	Denton County
Mail payments to:	<b>Communications Agreement Payments</b> <b>Denton County Auditor</b> <b>401 W. Hickory, Suite 423</b> <b>Denton, Texas 76201-9026</b>

<b>Payment Plan Options</b>  <b><u>Agency MUST</u></b> <b><u>Select One</u></b> <b><u>Payment Option</u></b>	1	One Annual Payment (100%)
	2	Two Payments (50%)
	3	Four Payments (25%)
	4	Twelve Monthly Payments
	5	Other Payment Option

Other Payment Information/Details: (expected dates of payments, amounts, etc.)

**TOWN OF LITTLE ELM  
INFORMATION SHEET:  
Consent Agenda**

**COUNCIL MEETING**

**DATE:** June 19, 2012

**PURPOSE:** Re-Appointment of Holly Fox as Alternate Municipal Court Judge for the Town of Little Elm and authorize Town Manager to execute Letter of Agreement for same

**DESCRIPTION:** Council will consider re-appointing Holly Fox to serve as Alternate Municipal Court Judge for the Town of Little Elm for a two (2) year term beginning June 1, 2012 and ending June 1, 2014. Judge Fox has served the Town of Little Elm in this capacity since May 2010. A Letter of Agreement will be executed once approved by the Town Council.

The Letter Agreement was drafted by the Town Attorney's Office and outlines the duties and responsibilities customarily performed by a judge of a municipal court in the State of Texas.

**FISCAL IMPACT:** Approximately \$5,000 Annually

**FUNDING:** General Fund – Municipal Court Budget  
112-6202-07-00

**SCHEDULE:** Immediately following re-appointment.

**RECOMMENDED ACTION:** Staff recommends Town Council approve the reappointment of Holly Fox to serve as the Alternate Municipal Court Judge for a two year term beginning June 1, 2012 and ending June 1, 2014 and authorize Town Manager to execute Letter of Agreement for same.

**ATTACHMENTS:** Letter of Agreement

**TOWN CONTACT:** Alan Dickerson, Finance Director @ 214-975-0415

## **ALTERNATE MUNICIPAL COURT JUDGE LETTER AGREEMENT**

On or about \_\_\_\_\_, 20\_\_, the Mayor of the Town of Little Elm, with the concurrence of the Town Council for the Town of Little Elm ("Town"), appointed Holly Fox to serve as Alternate Municipal Court Judge ("Alternate Judge") for the Town of Little Elm. This Letter Agreement ("Agreement") shall become effective on June 1, 2012, subject to the following terms and conditions for such professional services.

### ***Section 1. Appointment.***

- a. The Alternate Judge shall be appointed in accordance with the Town Charter, and upon approval of the Town Council.
- b. The Alternate Judge shall perform duties in compliance with the Town Ordinances, specifically including, but not limited to, Chapter 34.

### ***Section 2. Term and Termination.***

- a. The Alternate Judge shall be, at all times and for all purposes, an independent contractor of the Town, as that term is defined by Texas legal authority. The Alternate Judge agrees that no property right shall be created by the execution of this Agreement.
- b. The Alternate Judge shall serve as an Alternate Municipal Court Judge beginning on the effective date of this Agreement and shall end on May 31, 2013. This Agreement shall automatically renew for concurrent one (1) year terms beginning June 1, 2013, until terminated by either party; nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town to terminate the services of the Alternate Judge at any time.
- c. The Alternate Judge shall serve at the pleasure of the Town Council. This Agreement and the Alternate Judge's services may be terminated at any time by the Town Council, with or without cause, and without notice.

### ***Section 3. Duties.***

- a. The Alternate Judge shall preside over the Little Elm Municipal Court and perform all duties set forth below in accordance with the schedule promulgated by the Presiding Judge.
- b. The Alternate Judge shall perform the functions and duties specified in the applicable sections of the Town Charter and Town Ordinances, and shall perform such other legally permissible and proper duties and functions as the Town shall assign from time to time.

- c. The Alternate Judge shall perform all services and duties customarily performed by a judge of a municipal court in the State of Texas.
- d. The Alternate Judge is required to keep abreast of state law and local ordinances, including state-mandated fees for the Little Elm Municipal Court. Although a recognized function of judicial discretion, the Alternate Judge shall endeavor to enforce the law consistently and within suggested state guidelines and pursuant to the Rules adopted by the Town, and shall be uniform and consistent in the implementation of judicial policy in accordance with State law and local ordinances. The Alternate Judge shall apply the law and enter judgments in accordance with State law and local ordinances, shall abide by all mandatory provisions of the law, and shall not create or apply exceptions where none exist under law. Judicial discretion shall only be applied where allowed under law.
- e. The Alternate Judge shall operate within the docket schedule prepared and coordinated by the Presiding Judge of the Town, the Court Administrator, the Municipal Court Prosecutor, the Town Attorney and the Town Manager, or designees thereof. The Alternate Judge shall timely perform all duties, including, but not limited to, the dockets set forth in the docket schedule.

***Section 4. Standing Orders.***

- a. The Town Council desires uniformity and consistency in the implementation of judicial policy in accordance with state law and local ordinances. Therefore, the Alternate Judge shall utilize the “Bench Book” produced by the Texas Municipal Court Education Center.
- b. The Presiding Judge will promulgate and maintain judicial policies and procedures for insertion into “Rules” which addresses the daily administration of the municipal court and trial procedures, for matters such as dismissals, installment payments, deferred disposition, and continuances. The Rules, as approved by the Town Council, shall be read and signed by each judge appointed by the Town Council. Any changes to the Rules must be in writing and acknowledged by the Alternate Judge. No policy will be implemented by the clerks of the court prior to the same being in written form and executed by the Presiding Judge and approved by the Town Council. Court clerks will not enforce oral policies.
- c. The Alternate Judge shall adhere to the Rules.

***Section 5. On Call Procedures.***

- a. A written schedule setting the assigned judges’ duty report days shall be created and provided by the Presiding Judge to the Court and to the Police Department on a monthly basis no later than seven (7) days prior to the end of the previous month. Each day of the month shall have an assigned judge on duty for

arraignments and on duty for the scheduled court sessions. Duty days for the assigned judge shall begin at 7:00 a.m. and continue for the next twenty-four (24) hours. Changes to the "On Call" status shall be made by agreement between the Presiding Judge and any alternate judges; any modification to the schedule shall be submitted to the Court and to the Police Department, in writing, including the effective date, seven (7) days (or within a reasonable amount of time) prior to any previously established schedule, excluding exigent circumstances. It is the responsibility of each judge to notify the Court and the Police Department of current telephone numbers and locations where the "On Call" judge may be reached while on duty if said number or locations are different from any such numbers or locations on file.

- b. When "On Call," the Alternate Judge must return calls within thirty (30) minutes.

***Section 6. Municipal Court.***

- a. The Presiding Judge and Court Administrator will coordinate a specific date and time, as needed, to allow the Presiding Judge or an alternate judge to review and execute all necessary court documents. This schedule shall be a permanent responsibility, which must be maintained other than for emergencies or upon advance notice. The Alternate Judge shall be available to sign documents when scheduled to do so by the Presiding Judge or in exigent circumstances when requested by the Court Administrator.
- b. Court shall commence promptly for scheduled docket times on designated court dates. The Alternate Judge shall make every effort to take the bench and convene court dockets at the designated docket time.

***Section 7. Arraignments.***

- a. Jail arraignments shall be performed on an needed basis in accordance with the provisions of the Rules and all applicable state and federal laws. An officer or community services officer shall be made available for assisting with arraignments. This schedule shall be a permanent responsibility, which must be maintained other than for emergencies or upon advance notice.
- b. All paperwork from jail arraignments must be properly completed. The Alternate Judge shall ensure that no judicially-inputted information is omitted on judgments, warrants and probable cause affidavits. Any documents prepared by Town staff that are not properly completed will be returned for correction by the Alternate Judge; however, this shall in no way be read to create a duty for the Alternate Judge to correct the document or to give legal advice to Town staff.
- c. The Alternate Judge shall be available when "On Call" to sign warrants, probable cause affidavits or emergency arraignments (such as for medical emergencies) at times other than as scheduled, or for times outside the normal business day of

8:00 a.m. to 5:00 p.m. The Police Department shall use all reasonable efforts to ensure that each situation receives immediate judicial attention. The Alternate Judge will be compensated according to the rate(s) specified in Section 8 – *Compensation and Evaluation* of this Agreement for each additional job duty required. Additionally, when “On Call” the Judge must be available to sign both search and arrest warrants. Every effort will be made to do so during the normal business day; however, blood search warrants often require immediate attention outside normal business hours.

- d. The Alternate Judge shall be available when “On Call” according to the schedule promulgated by the Presiding Judge and when acting as a substitute for the Presiding Judge, unless alternate arrangements have been agreed upon twenty-four hours prior to the changed date and time.
- e. Every effort shall be made by the Alternate Judge to give at least thirty (30) minutes’ notice to police personnel (either by contacting the CSO on duty or the main Little Elm Police Department telephone number) prior to arrival on Town premises to conduct arraignments.

**Section 8. *Compensation and Evaluation.***

- a. As compensation for all required services, and as outlined above, the Town agrees to pay to the Alternate Judge according to a flat rate per job duty according to the following schedule:

Arraignments (per attendance)	\$100.00
Court dockets (per hour)	\$150.00
Blood Draw Warrants (personally reviewed or issued between 10:00 p.m. and 7:00 a.m., per warrant)	\$75.00
Faxed Warrants (personally reviewed or issued between 10:00 p.m. and 7:00 a.m., per warrant)	\$50.00

- b. In the event the Alternate Judge is required to testify at a court proceeding relative to her duties as Alternate Judge, the Alternate Judge shall be entitled to receive compensation at an amount \$100.00 per half day of appearance in court, to be approved by the Town in advance of such testimony, when feasible.
- c. The Alternate Judge shall send a bill to the Town once per month not later than the fifth day of each month. The bill shall indicate each date that the Alternate Judge performed a compensable duty outlined in Section 8(a,) above, the duty performed, and the applicable flat daily rate. The bill shall also provide a total invoiced amount for the month.

- d. The Town shall pay the Alternate Judge once per month within twenty-one (21) days from the date the invoice is received by the Town unless the invoice is disputed by the Town, in which instance the Town may withhold the amount(s) of the disputed charges until such dispute is settled.
- e. Alternate Judge will not be compensated for state required training.

***Section 9. General Provisions.***

- a. The text herein, or as amended hereafter, in writing, by agreement of Town and Alternate Judge, shall constitute the entire agreement between the parties.
- b. This Agreement shall become effective on June 1, 2012.
- c. This Agreement shall be governed by the laws of the State of Texas and venue for any proceeding related to this Agreement shall be in Denton County, Texas.
- d. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**ACKNOWLEDGED AND ACCEPTED:**

\_\_\_\_\_  
Holly Fox

\_\_\_\_\_, Mayor  
Town of Little Elm, Texas

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed



**LITTLE ELM**

**TOWN OF LITTLE ELM  
AGENDA INFORMATION SHEET  
REGULAR SESSION**

**COUNCIL  
SESSION:**

**June 19, 2012**

**ITEM:**

Discussion and action: To approve award of contract to independent audit firm to perform Town audit services for initial term of two years covering the periods ending September 30, 2012 and September 30, 2013.

**BACKGROUND:**

The Council calls for the annual audit and selects the certified public accountants to audit the Town's financial statements. The Finance Department has solicited "Requests for Proposal" (RFP) for professional auditing services. There were 10 proposals mailed with 5 respondents.

Staff recommends Council to consider contract with Weaver based on qualifications, experience, positive references, competencies in technical areas of accounting and audit as well as the overall cost.

The term of the engagement as stated in the RFP is for two years with three (3) optional one year renewal periods. The Town of Little Elm does not have a mandatory provision for auditor rotation. An initial two-year engagement contract is contemplated, subject to the annual review and recommendation of the Town Council, Manager and the Director of Finance.

**FISCAL IMPACT:**

The first year engagement is proposed at \$55,100 town-wide.

**RECOMMENDED  
ACTION:**

The Finance Director and staff recommends that the Town consider hiring and engaging the independent audit firm of Weaver LLP as the Town's auditors to audit the financial statements for the fiscal period ending September 30, 2012 and 2013 with consideration of maintaining their audit services for three (3) consecutive optional one year renewal periods. The agreement is based on the terms and conditions of the "Request for Proposal" as submitted by Weaver LLP.

**ATTACHMENTS:**

RFP Tabulation

**TOWN CONTACT:**

Alan Dickerson, Finance Director - 214.975.0415  
[adickerson@littleelm.org](mailto:adickerson@littleelm.org)

**RFP Tabulation Recap  
May 25, 2012 Respondents**

<i>Firm</i>	<b>Rylander Clay &amp; Opitz, LLP (incumbent)</b>	<b>Weaver LLP</b>	<b>Pattillo, Brown &amp; Hill LLP</b>	<b>Vail &amp; Knauth, LLP</b>	<b>Whitley Penn</b>
<i>Partners</i>	Linda Low, CPA and Donna Mayes, CPA	Jerry Gaither, CPA and John DeBurro, CPA	Todd Pruitt, CPA	Chris Knauth, CPA	Christopher Breux, CPA
<i>Location</i>	Fort Worth	Dallas	Waco	Dallas	Dallas/Houston
<i>Finance Staff Ranking</i>	2	1	4	5	3

<b>Evaluation Factors</b>	
<b>Discipline</b>	<b>Possible Point</b>
Price	15
Reputation of vendor services	15
Quality of service	15
Services meet the TOLE needs	15
Past vendor relationship	10
Impact on ability to comply with rules and laws	10
Total long-term cost of service	10
Other - Office location	10
<b>Total potential points:</b>	<b>100</b>

- Staff also compared the referenced entities for each proposer by population and the audit hours reported as in comparison to the Town of Little Elm's for reasonableness.

# TOWN OF LITTLE ELM

## AGENDA INFORMATION SHEET:

### COUNCIL

MEETING DATE: June 19, 2012

**PROJECT:** Lobo Lane Improvements – Construction Change Order #6 (Little Elm Park – Storm Extension at Boat Ramp; Fire Truck Access; Columns/Split Rail Fence around BBQ area; Masonry Columns Shell Beach Wall)

**DESCRIPTION:** On Tuesday, September 6, 2011 the Town approved the tender agreement for Quality Excavation, Ltd. of Aubrey, Texas to finish the construction contract for the Lobo Lane Improvements. The agreement was in the amount of three million eight hundred four thousand seven hundred ninety two dollars and sixty five cents (\$3,804,792.65). On Tuesday, November 11, 2011 the Town approved change order #2 for several items to finish the soccer field addition to Little Elm Park, remove the overhead electrical lines, and phase one of the festival lighting within Little Elm Park. On Tuesday, March 6, 2012 the Town approved change order #3 for the Cottonwood Park Parking Lot Expansion and Vendor Plugs at the Pavilion. On Tuesday, March 20, 2012 the Town approved change order #4 for the Cottonwood Park parking lot lighting and phase 2 of the Festival Lighting within Little Elm Park. On Tuesday, April 17, 2012 the Town approved change order #5 for the sand volleyball courts, split rail stone columns around north side of Little Elm Park and Masonry Columns around amphitheater and pavilion.

The Town is currently finishing construction on the Lobo Lane Project. These last additional items are being requested to be finished. These items include:

Additional split rail and fence at BBQ	\$28,749.00
Addition Storm at Boat Ramp	\$ 6,964.00
Fire Truck Access to Trails	\$ 7,891.00
Shell Beach column fix	\$ 9,520.00
Split rail fence misquote	\$12,340.00

The split rail fence and stone columns will match the items installed so far in the park to separate the BBQ area of Little Elm Park to prevent vehicle access (see exhibit). The storm

addition is to bury from the head wall by the boat ramp parking to the lake so there is no chance of any vehicles getting stuck on outfall. The fire truck access is for emergency access to the trails, especially during 4<sup>th</sup> of July activities. The Shell Beach columns are additional stone columns to better match the stone wall installed with the Lobo Lane project and fix the metal tubing up. On the last change order there was a misquote/understanding between staff and the contractor and the cost was actually higher than the change order approved.

Funding for these additions are available within the project through the proposed transfers of funds listed below.

**COST:** **\$65,464.00**

**FUNDING:** **Acct. Name & No**  
2009-2014 Street Bond Improvements – Lobo Lane  
870-6728-87-55  
Transfers to Project Fund:  
\$10,000 Cottonwood Park Marina Funds  
\$10,000 Landscape Fund  
\$35,464 – Roadway Impact Fee Fund (Overall Lobo Lane)

**SCHEDULE:** Lobo Lane Construction Project Change Order #6 to be executed upon approval by Town Council. Lobo Lane is technically Substantial Completion, additional 60 days for items listed so contractor has till August 15<sup>th</sup> to finish items.

**RECOMMENDED ACTION:** **Staff recommends Council approve the Construction Project Change Order #6 in the amount of \$65,464.00 for the Town's Lobo Lane Improvement Project to Quality Excavation, Ltd. of Aubrey, Texas and authorize the Town Manager to execute the same.**

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

**ATTACHMENTS:** 1. Change Order #6  
2. Exhibits



**PROJECT:** Lobo Lane Reconstruction  
**OWNER:** Town of Little Elm  
**CONTRACTOR:** Quality Excavation, Ltd.  
**ENGINEER:** Cobb Fendley & Associates  
**CHANGE ORDER NO.:** 006

**PROJECT NO.:** LLR # 870-87-55  
**DATE:** 6/19/2012

---

***The Contractor is directed as set forth below. These instructions are issued pursuant to the General Conditions in the Contract Documents. This CHANGE ORDER alters the Contract Price based on the unit prices already set forth in the contract bid. The Contractor shall notify the Engineer prior to commencing the work should he disagree with the contents of this Change Order.***

---

#### **LOBO LANE RECONSTRUCTION**

1. Additional split rail fence and stone columns to separate BBQ areas of Little Elm Park in attached layout.
2. Extend Storm Sewer pipe at Boat Ramp parking in Little Elm Park to Lake.
  - a. All earthwork, and grading
  - b. Sod and water
  - c. 100 linear feet of 18" Storm Sewer pipe
3. Install fire truck access to trail area
  - a. Gate
  - b. Concrete drive with flexbase
4. Shell Beach columns/wall fixes
5. Split rail fence addition from change order #5

#### **REVISED BID ITEM TABLE**

The attached table (Attachment A) includes quantities, bid prices, and extended line item sub totals for the changes made under this Change Order. The Contractor shall ensure subsequent pay requests/schedules of value include the values in this table.

#### **CHANGE TO CONTRACT PRICE**

The contract price change as a result of this Change Order is based on the unit prices set forth in the contract bid and lump sum prices as agreed, as applicable for each item.

#### **CHANGE TO CONTRACT TIME**

Contract time will be modified based on 30 additional days requested and only for the items attached as approved by the Town after the issuance of this Change Order. Lobo Lane substantial completion date was May 15, 2012 with 30 days to finish. With Change Order #5 and #6 Items have till July 15, 2012 with 30 days to finish or August 15, 2012.

---

PREPARED BY  
Town of Little Elm

BY: JASON W. LAUMER, P.E.

DATE: 06-19-2012

---

**TOWN OF LITTLE ELM APPROVAL**  
**Doug Peach**, Town Manager

**BY:**

**DATE:**

---

---

**CONTRACTOR SIGNATURE**

---

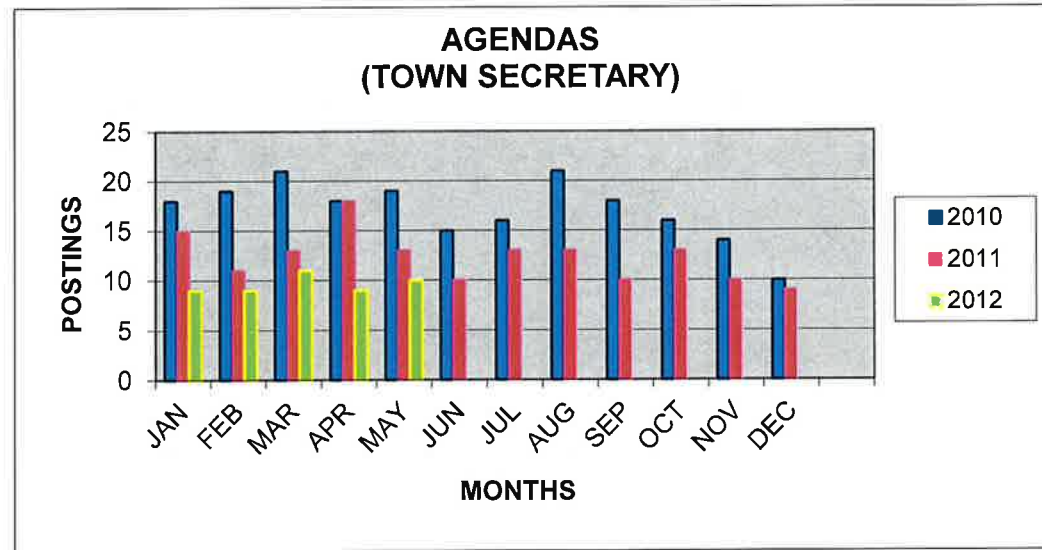
**DATE**

## ATTACHMENT A

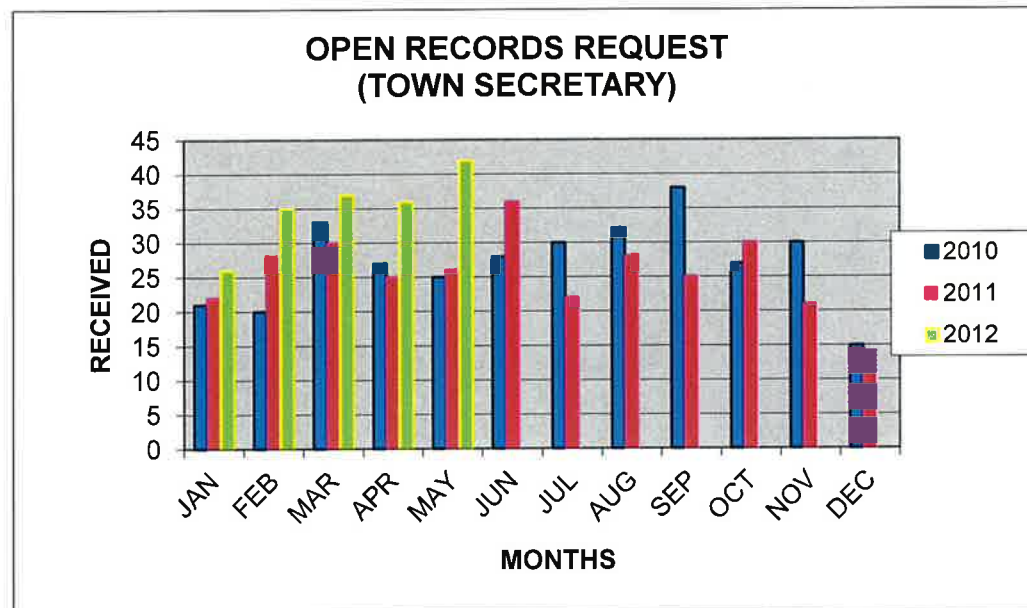
Project & Description of Change	Bid Item	Qty	Unit	Unit Price	Amount
<b>Lobo Lane Reconstruction - Change Order #6</b>					
Little Elm Park Additional Split Rail Around BBQ Area					
L.1	Bond	1	LS	\$365.00	\$365.00
L.2	Split Rail Fence	826	LF	\$9.00	\$7,434.00
L.3	4' Stone Columns	19	EA	\$950.00	\$18,050.00
L.4	15' Gate with Logo	1	EA	\$2,900.00	\$2,900.00
Sub-Total:					\$28,749.00
Storm Sewer Extension by Boat Ramp					
S.1	Tie in to Existing Storm	1	EA	\$350.00	\$350.00
S.2	18" RCP	100	LF	\$37.00	\$3,700.00
S.3	Import Fill , Grade to Drain	100	LF	\$10.00	\$1,000.00
S.4	18" Sloped End Treatment	1	EA	\$1,250.00	\$1,250.00
S.5	Sod and Esablish	166	SY	\$4.00	\$664.00
Sub-Total:					\$6,964.00
Fire Truck Access to Trail Area (4th of July)					
P.1	Mobilize, Bond and Barricades	1	LS	\$495.00	\$495.00
P.2	Additional Stone Column (Discounted)	2	EA	\$800.00	\$1,600.00
P.3	Additional Slit Rail Post (Material Only - Post, Concrete)	2	EA	\$40.00	\$80.00
P.4	Deduct - Split Rail @ Driveway Opening	10	LF	(\$10.00)	(\$100.00)
P.5	Sawcut Curb and Modify to Dustpan Style	21	LF	\$32.00	\$672.00
P.6	6" Flexbase	16	TN	\$18.00	\$288.00
P.7	6" 3500 PSI Concrete #4 Rebar 18" OCEW	31	SY	\$36.00	\$1,116.00
P.8	Sidewalk and Curb Transition	1	LS	\$440.00	\$440.00
P.9	Hydromulch Disturbed areas/ Relocate Sprinkler	1	LS	\$400.00	\$400.00
P.10	15' Gate with Logo	1	LS	\$2,900.00	\$2,900.00
Sub-Total:					\$7,891.00
Shell Beach Wall and Column Fixes					
W.1	Mobilize, Bond and Barricades	1	LS	\$220.00	\$220.00
W.2	Remove and Replace Columns	4	EA	\$1,850.00	\$7,400.00
W.3	Landscape strip, Footings using old stone and Topsoil	2	EA	\$950.00	\$1,900.00
Sub-Total:					\$9,520.00
Split Rail and Column Misquote from CO#5					
R.1	Split Rail Fence	571	LF	\$9.00	\$5,140.00
R.2	4' Stone Columns	8	EA	\$900.00	\$7,200.00
Sub-Total:					\$12,340.00
<b>Resulting change in contract price as a result of this Change Order</b>					
					<b><u>\$65,464.00</u></b>



	2010	2011	2012
JAN	18	15	9
FEB	19	11	9
MAR	21	13	11
APR	18	18	9
MAY	19	13	10
JUN	15	10	
JUL	16	13	
AUG	21	13	
SEP	18	10	
OCT	16	13	
NOV	14	10	
DEC	10	9	



	2010	2011	2012
JAN	21	22	26
FEB	20	28	35
MAR	33	30	37
APR	27	25	36
MAY	25	26	42
JUN	28	36	
JUL	30	22	
AUG	32	28	
SEP	38	25	
OCT	27	30	
NOV	30	21	
DEC	15	14	



May 2012



*The Town with a  
Lake Attitude*



## Monthly Development Report



71

**28,501**

Current Population Est.

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

# TABLE OF CONTENTS

PLANNING AND ZONING.....	3
Development Projects .....	3
Planning Cases .....	4
 BUILDING SAFETY .....	 5
Single Family Permits.....	5
New Commercial Permits .....	6
Miscellaneous Permits .....	7
 HEALTH SERVICES .....	 8
Annual Permits .....	8
Development Enforcement.....	9
 DEPARTMENT SUMMARY.....	 10
Total Permit Fee Collection .....	10
Active Commercial Projects .....	11



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

## PLANNING AND ZONING



### Commercial Projects:

**Lobo Fueling Center:** *under construction*  
**QuikTrip:** *under construction*  
**Brakes Plus:** *under construction*  
**RaceTrac:** *under construction*  
**Little Elm Eye Care:** *pending building permit approval*  
**The Mansions:** *pending site plan approval*  
**McCord Park:** *pending site plan approval*  
**The Estates:** *pending site plan approval*

### Residential Projects:

**Paloma Creek South Phase 12 (72 residential lots):** *under construction*  
**Paloma Creek South Phase 3 (126 residential lots):** *under construction*  
**Sunset Pointe Phase 22 (47 residential lots):** *under construction*  
**Frisco Ranch Phase 4B (54 residential lots):** *under construction*  
**Sunset Pointe Phase 23 (67 residential lots):** *construction expected to begin 2012*  
**Paloma Creek South Phase 7A (48 residential lots):** *construction expected to begin 2012*  
**Frisco Hills Phase 3A (72 residential lots):** *construction expected to begin 2012*  
**Sunset Pointe Phase 24 (44 residential lots):** *pending plat approval*  
**Paloma Creek South Phase 9B (88 residential lots):** *pending plat approval*

### Recently Completed Projects:

**Frisco Hills I (181 residential lots):** *now open*  
**Aldi:** *now open with punch list items remaining*  
**New Life Community Church:** *now open with punch list items remaining*  
**Rosebriar Retail Shells 1 & 2:** *now open with punch list items remaining*



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

**PLANNING AND ZONING**

<u>Planning Cases</u>				
<u>Case Type</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Plats	15	19	17	8
Site Plans	10	8	15	5
Rezoning	6	2	6	0
PDs	4	1	2	0
SUPs	8	8	1	2
Annexations	1	0	1	0
Variances (BOA)	1	0	1	0
Ordinances	12	11	12	2
Special Projects	5	4	17	8
DRC Meetings	48	44	57	29
Marquee Ads	0	0	0	18
<b><i>TOTAL</i></b>	<b><i>110</i></b>	<b><i>97</i></b>	<b><i>129</i></b>	<b><i>72</i></b>

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



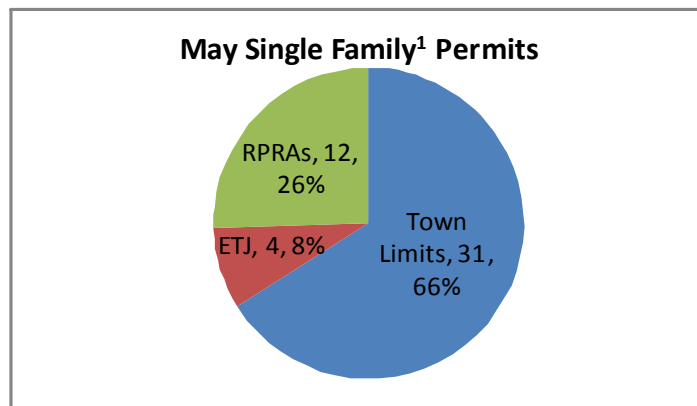
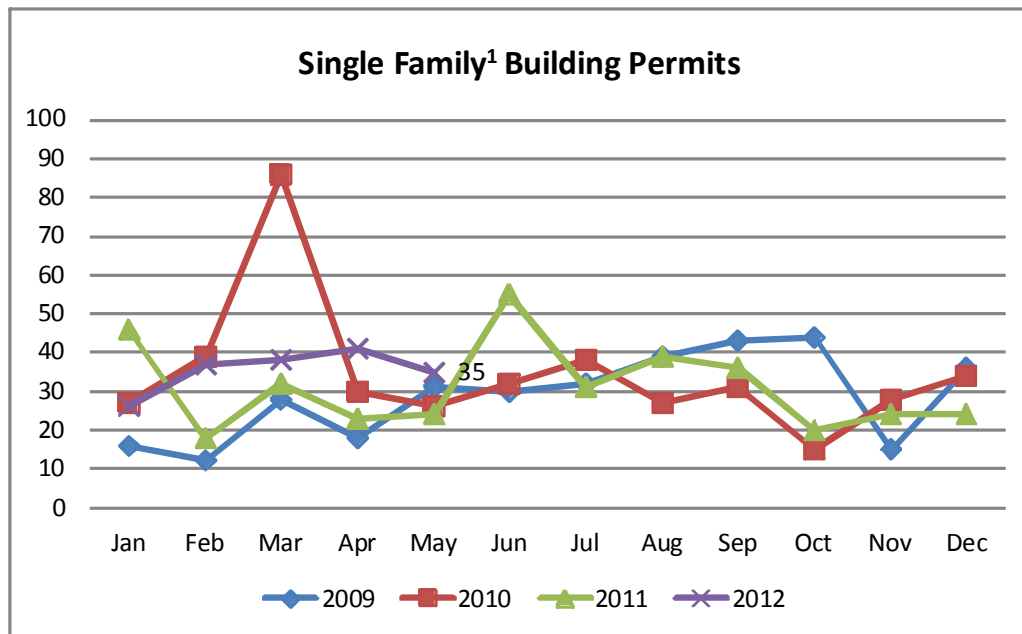
# TOWN OF LITTLE ELM

## DEVELOPMENT SERVICES DEPARTMENT

### MONTHLY DEVELOPMENT REPORT

May 2012

## BUILDING SAFETY



Category	Description	May	2012
SF Permits (Town)	Full Review SF Permits within Little Elm	31	149
SF Permits (ETJ)	Full Review SF Permits within ETJ (Paloma Creek)	4	28
RPRAs	Residential Plan Review Approvals (Frisco Ranch)	12	79
<b>Total</b>	<b>New Residential Units</b>	<b>47</b>	<b>256</b>

75

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



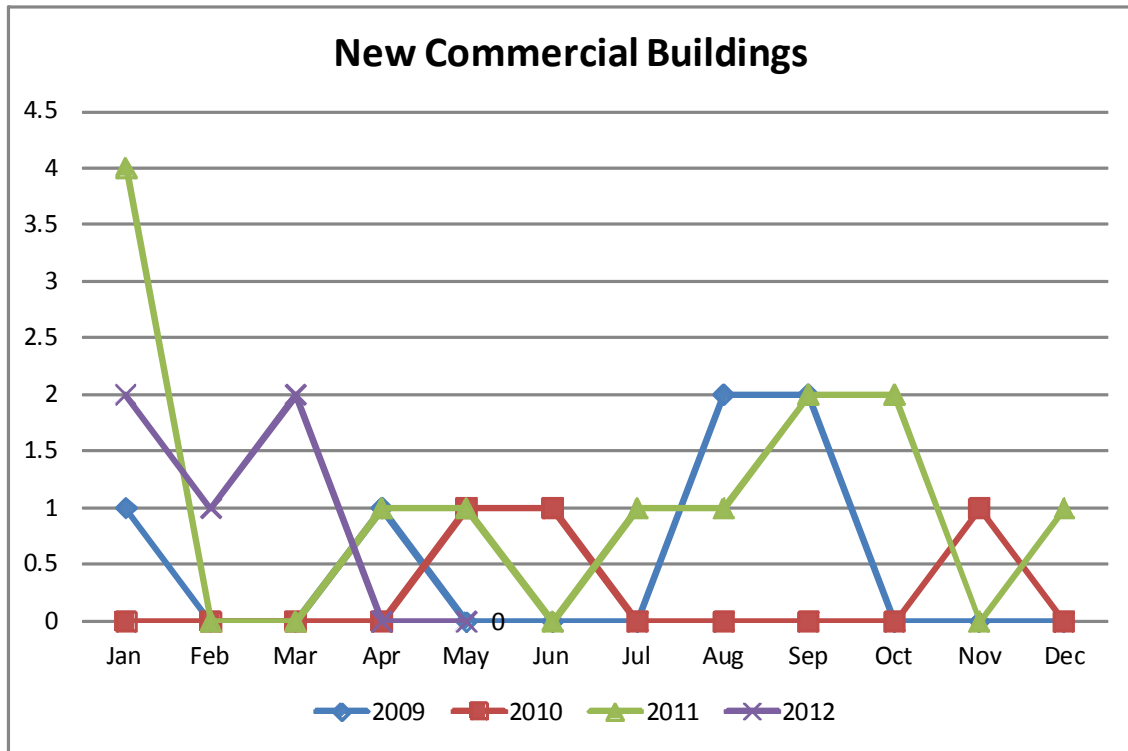
# TOWN OF LITTLE ELM

## DEVELOPMENT SERVICES DEPARTMENT

### MONTHLY DEVELOPMENT REPORT

May 2012

## BUILDING SAFETY



New Commercial Businesses	
<u>Year</u>	<u># of Businesses</u>
2009	58
2010	27
2011	49
2012 (so far)	21

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



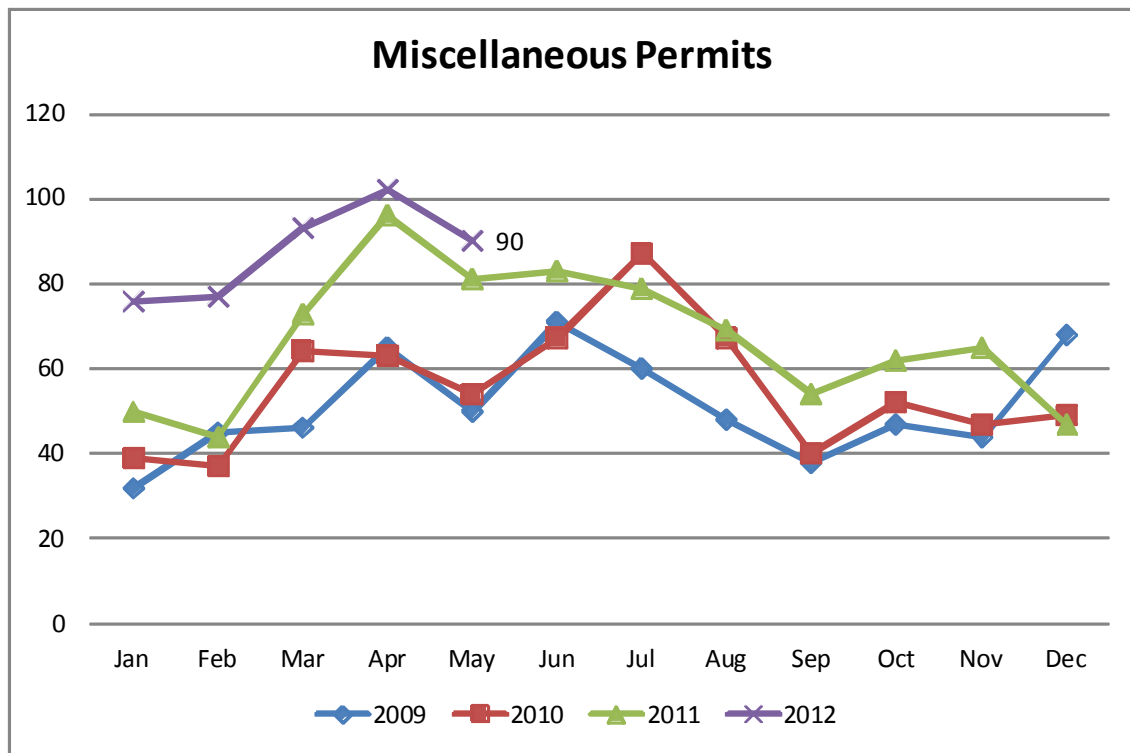
# TOWN OF LITTLE ELM

## DEVELOPMENT SERVICES DEPARTMENT

### MONTHLY DEVELOPMENT REPORT

May 2012

## BUILDING SAFETY



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

Miscellaneous Permits	
<u>Year</u>	<u># of Permits</u>
2009	614
2010	664
2011	803
2012 (so far)	459



# TOWN OF LITTLE ELM

## DEVELOPMENT SERVICES DEPARTMENT

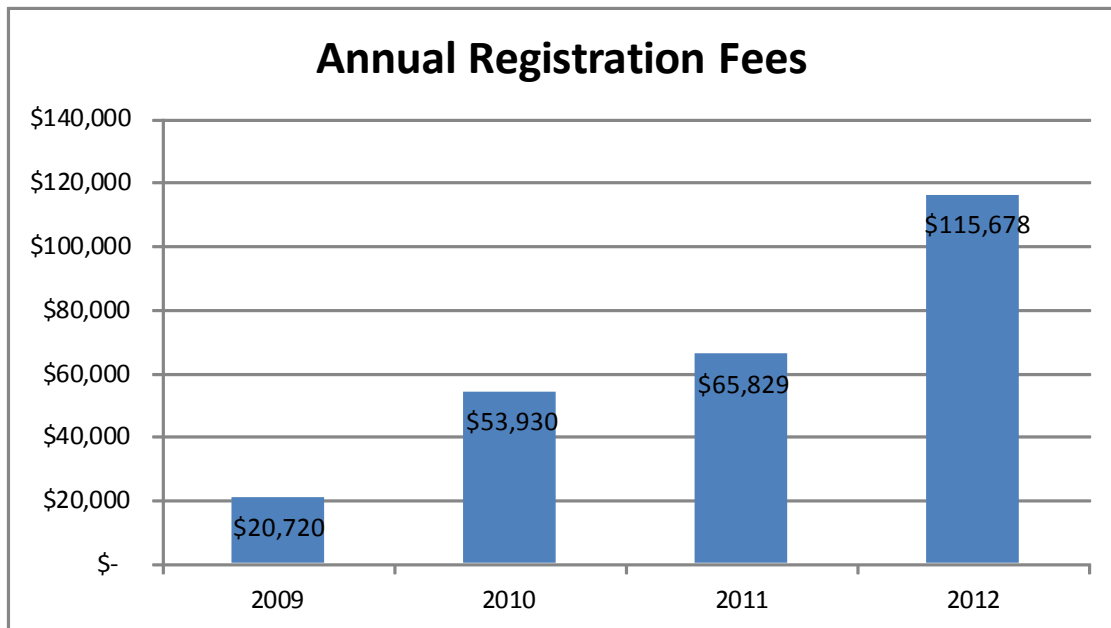
### MONTHLY DEVELOPMENT REPORT

May 2012

## HEALTH SERVICES

<b>Annual Permits Year-to-Date</b>			
	<i>Permits</i>	<i>Revenue</i>	<i>% Total</i>
Alcohol	21	\$3,869	77%
Food Establishments	63	\$17,786	93%
Pools, Schools, Daycares	32	\$2,253	100%
In-Home Daycares, Vendors	28	\$1,812	90%
Rental	1,020	\$89,792	68%

*N.D. means no data available at this time. The % Total column is based on estimation of total properties or businesses that are subject to the required permit.*





# TOWN OF LITTLE ELM

## DEVELOPMENT SERVICES DEPARTMENT

### MONTHLY DEVELOPMENT REPORT

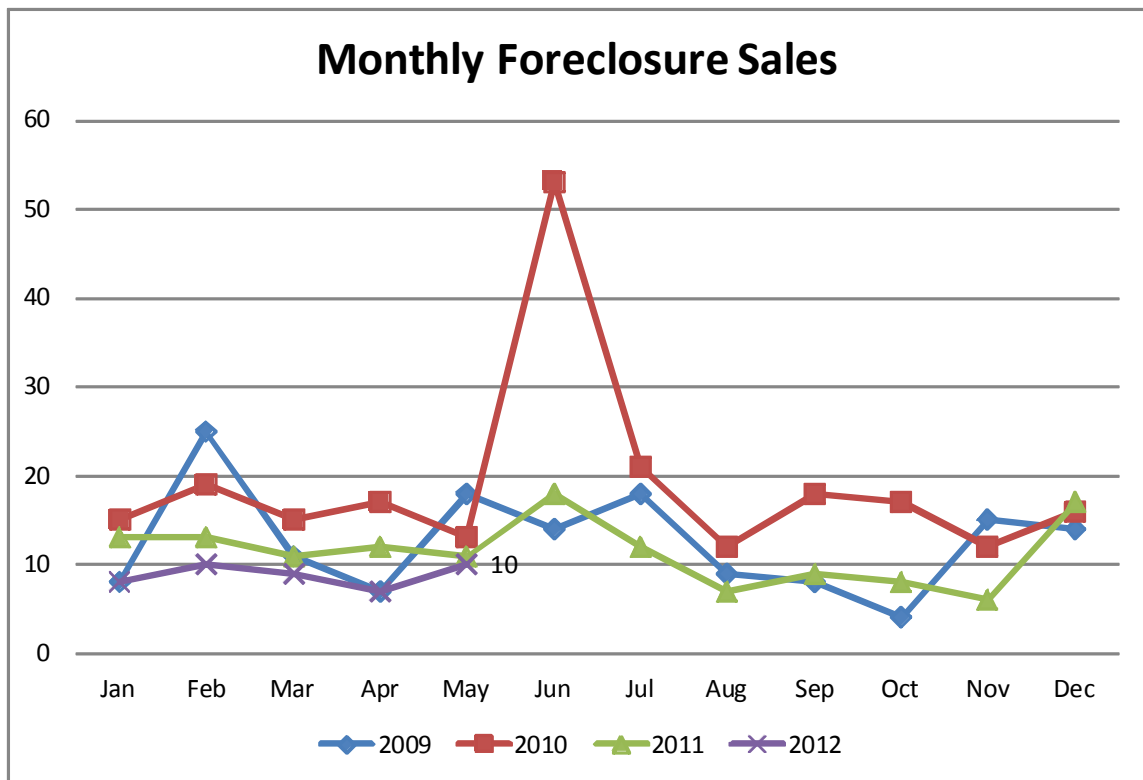
May 2012

## HEALTH SERVICES

### Development Officer Cases

	May	2012 Total (so far)
Rental	27	40
Health	59	129
Development Enforcement	95	167
Total Inspections	181	336

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



Source: Denton Central Appraisal District.



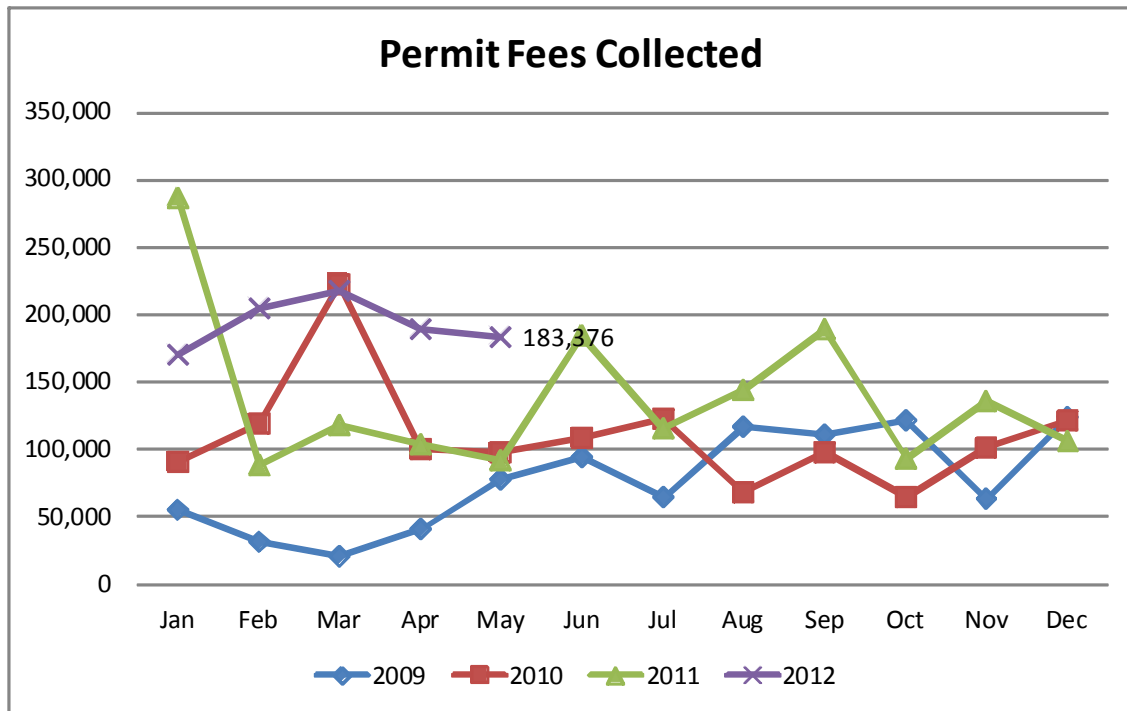
# TOWN OF LITTLE ELM

## DEVELOPMENT SERVICES DEPARTMENT

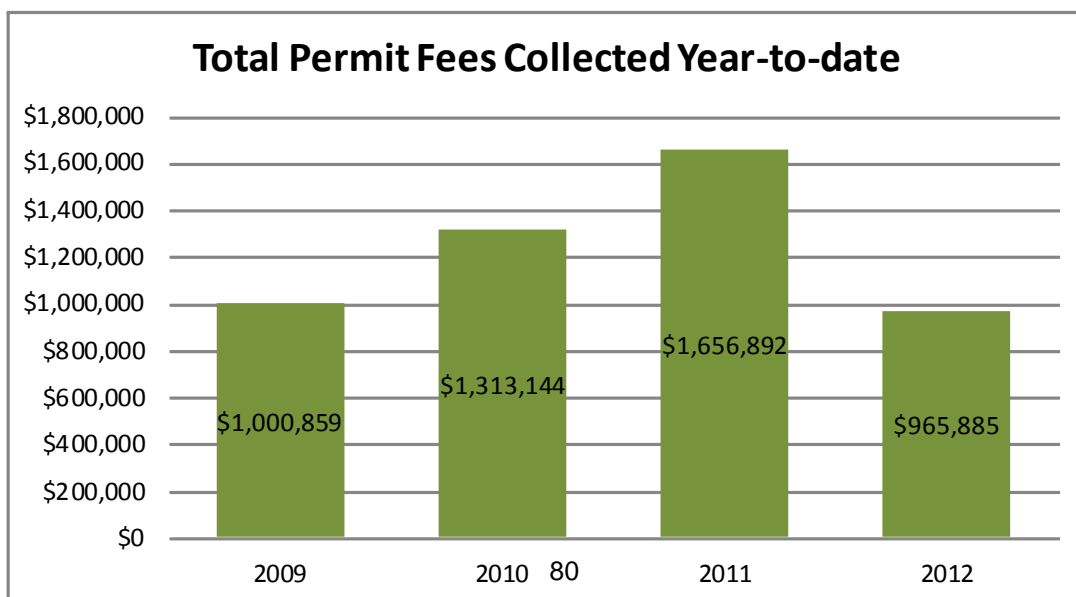
### MONTHLY DEVELOPMENT REPORT

May 2012

## DEPARTMENT SUMMARY



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



## Active Commercial Projects

<b>Tenant Name</b>	<b>Project Type</b>	<b>Permit Date</b>	<b>Site Address</b>	<b>Status</b>
Cottonwood Creek Marina	Addition or Remodel	12/22/2011	900 Lobo Ln.	Awaiting Final Inspection
Vertical Communications	Addition or Remodel	12/20/2011	26647 E US 380	Awaiting Final Inspection
MTSI	Addition or Remodel	1/30/2012	1320 Walker Ln.	Under Construction
Sprint	Addition or Remodel	Not Issued	14197 King Rd.	In Review
Little Elm Retail	Addition or Remodel	5/4/2012	2405 FM 423 Ste. 400	Under Construction
Lakeview Court	Addition or Remodel	4/24/2012	204 Main St.	Under Construction
Town of Little Elm Senior Center	New Commercial Building	8/16/2011	301 Main St.	Awaiting Final Inspection
Town of Little Elm Community Center	New Commercial Building	7/19/2011	303 Main St.	Under Construction
Town of Little Elm Streetscape and Lighting	New Commercial Building	5/10/2011	100 W Eldorado	Under Construction
QuikTrip	New Commercial Building	12/22/2011	2181 FM 423	Under Construction
Lobo Fueling Center	New Commercial Building	1/12/2012	500 W Eldorado Pkwy.	Under Construction
All Storage Ltd	New Commercial Building	10/21/2011	26740 E US 380	Under Construction
Brakes Plus	New Commercial Building	2/24/2012	2201 FM 423	Under Construction
RaceTrac	New Commercial Building	3/2/2012	2100 FM 423	Under Construction
Little Elm Eye Care	New Commercial Building	Not Issued	1200 E Eldorado Pkwy.	In Review
Cell Phone Repair	New Commercial Finish-out	5/31/2012	2700 E Eldorado Pkwy.	Under Construction
7-Eleven	New Commercial Site	Not Issued	8999 FM 720	In Review



# PUBLIC WORKS

TOWN OF LITTLE ELM



## Contents

<b>Water:</b>	Page 2
<b>Stage 2 Update :</b>	Page 3
<b>Waste Water:</b>	Page 4
<b>Streets &amp; Solid Waste:</b>	Page 5
<b>Fleet Services :</b>	Page 6
<b>Administration:</b>	Page 7



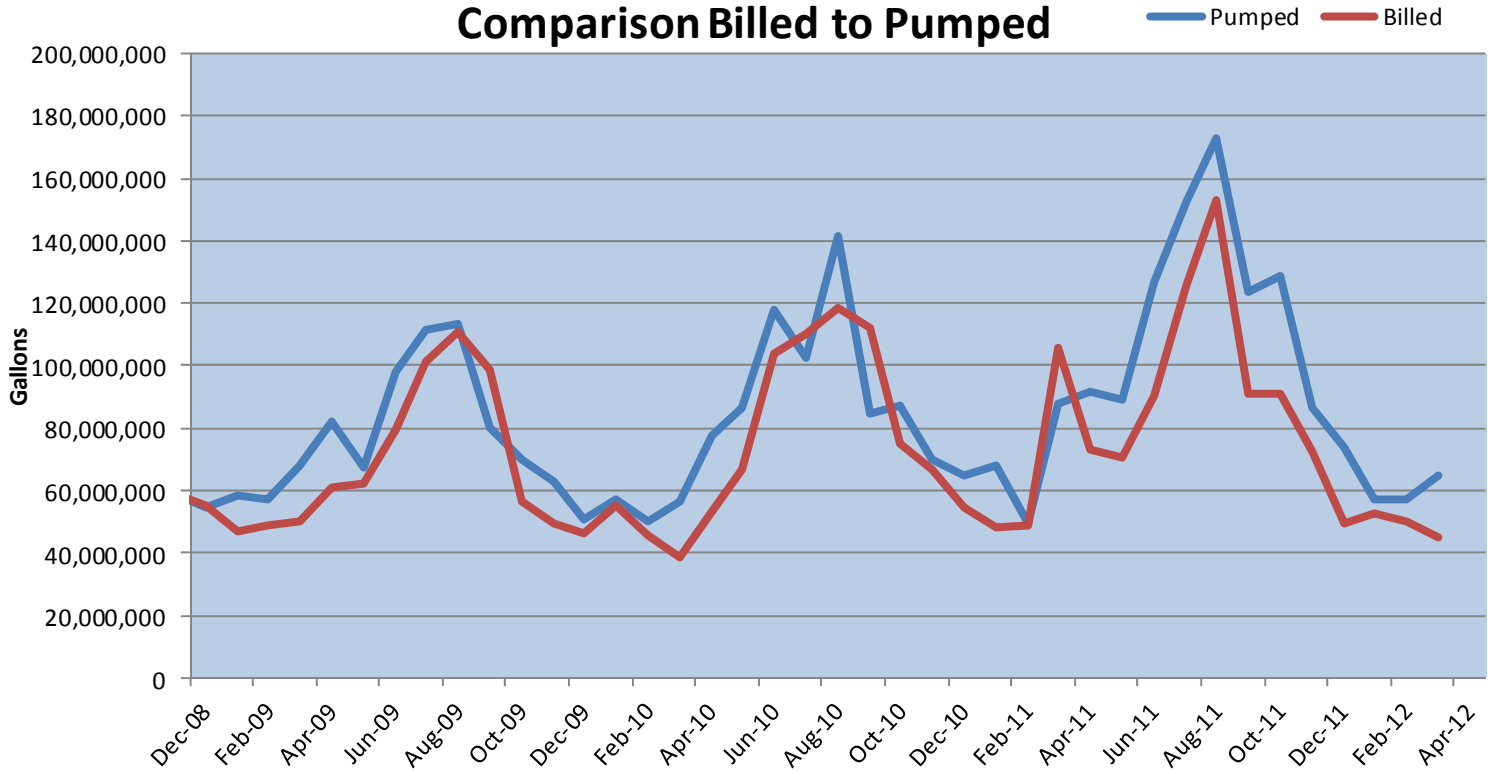
**JUNE  
2012**

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

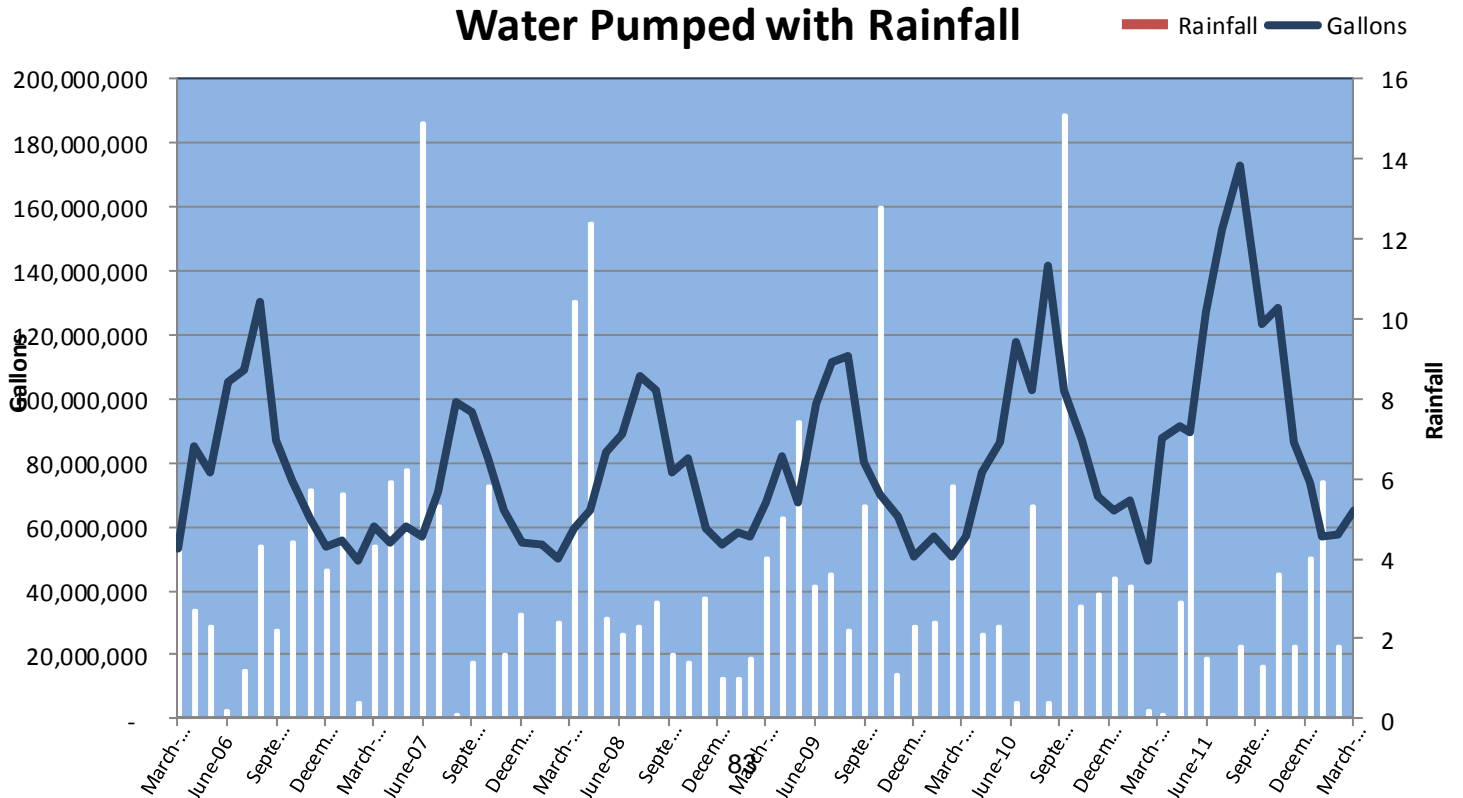


# WATER

## Comparison Billed to Pumped



## Water Pumped with Rainfall





# STAGE 2 UPDATE

**The Town of Little Elm Reduces Water Restrictions  
to Stage 2 of the Water Conservation Plan June 1<sup>st</sup>, 2012  
*Consumers are allowed to water lawns twice every week per Watering Schedule  
June 1, 2012 through September 30, 2012***

(May 29, 2012) Little Elm Town Manager Doug Peach announced today that Stage 2 of the *Water Conservation and Drought Contingency and Water Emergency Response Plan* for the Town of Little Elm will go into effect June 1, 2012. The goal of a 10% reduction in water use remains in effect during Stage 2, and increased awareness in ongoing water conservation efforts.

Enactment of Stage 2 is due to the lessening of drought conditions we have experienced.

Under Stage 2 the following requirements are MANDATORY and ENFORCABLE with a fine up to \$2,000;

Watering with sprinklers or irrigation systems is limited to **TWO DAYS PER WEEK** per Watering Schedule during the months of June, July, August, and September.

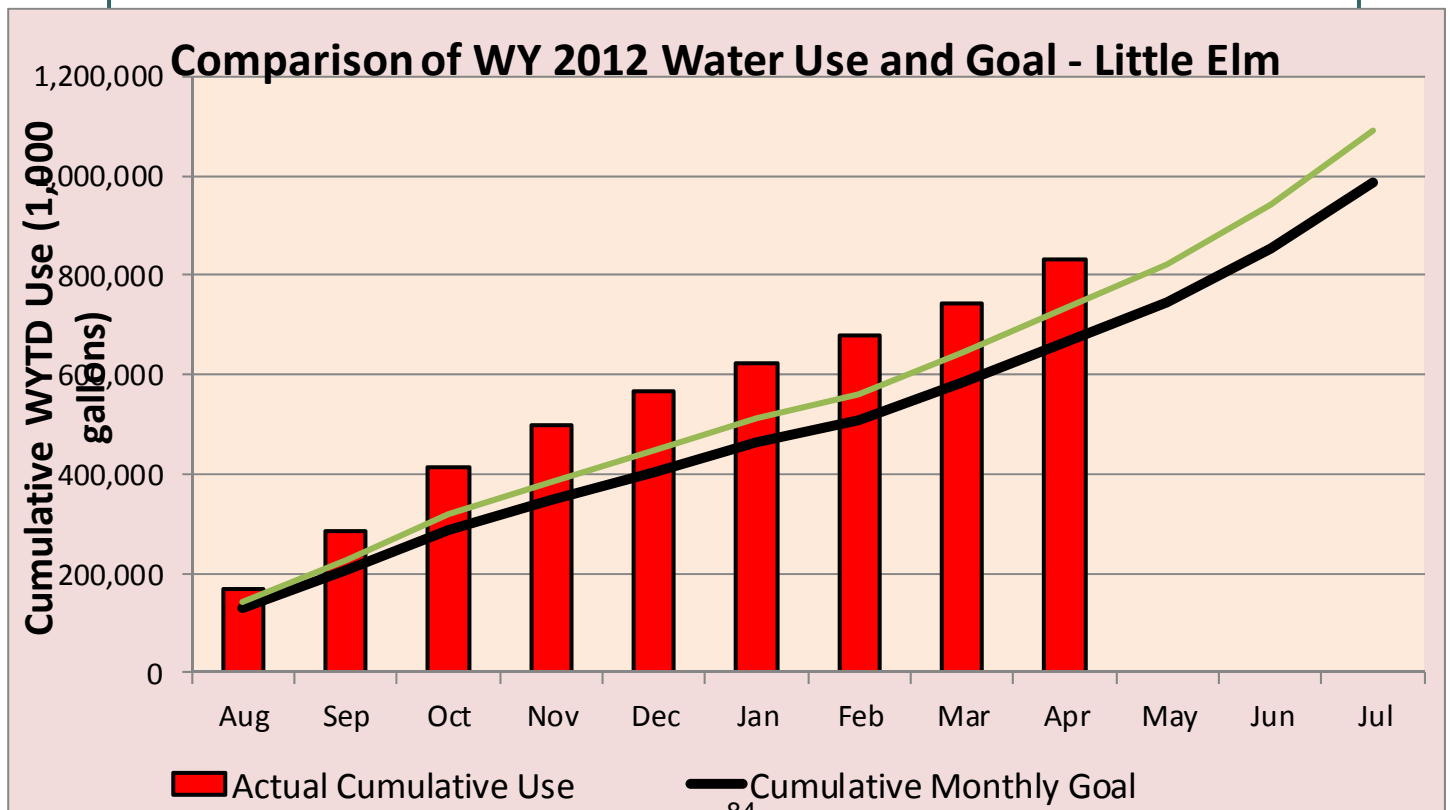
No Watering from 10 AM to 6 PM.

10% Reduction Goal of previous year's consumption.

Prohibit using water in such a manner that allows runoff or waste.

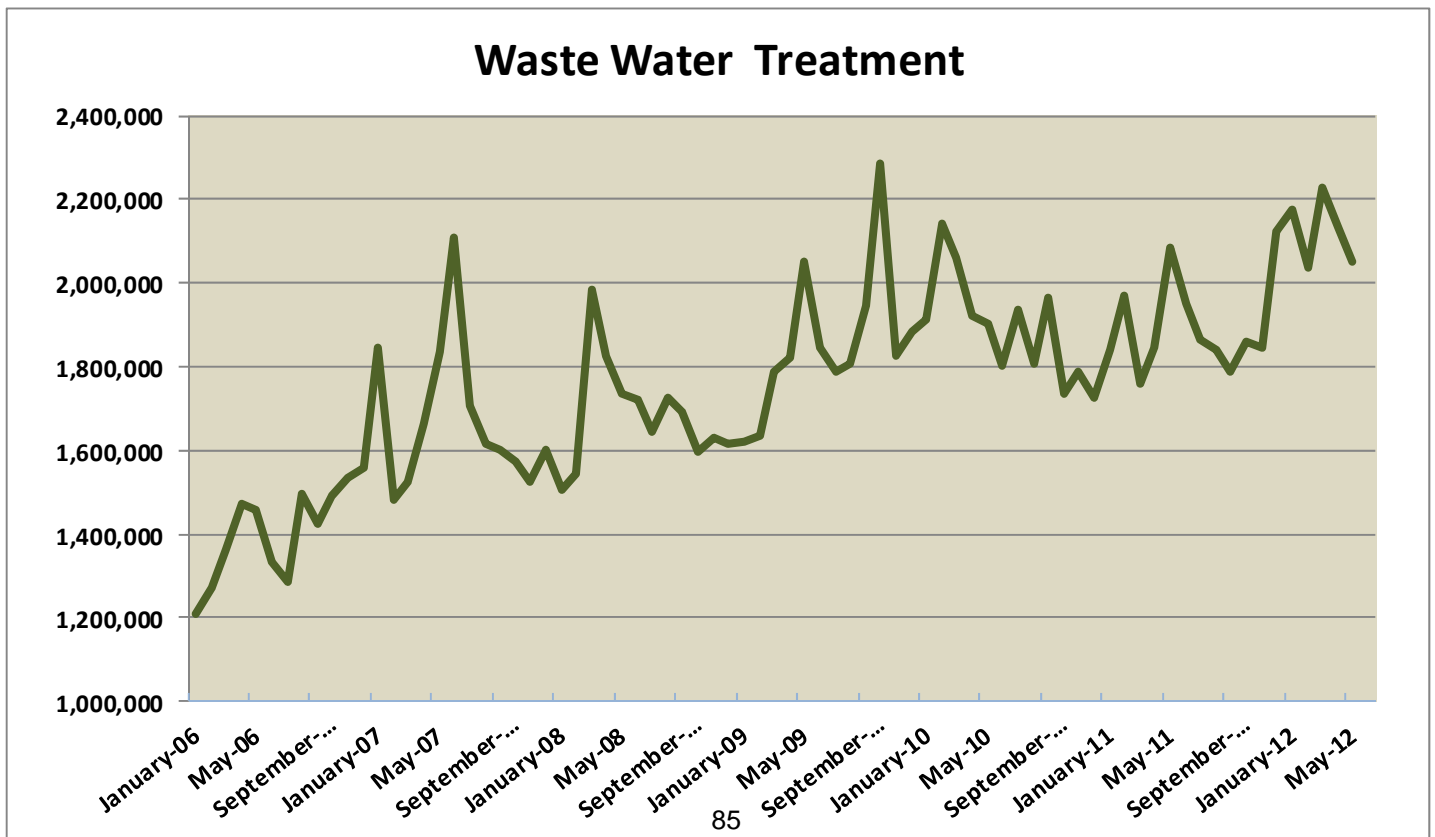
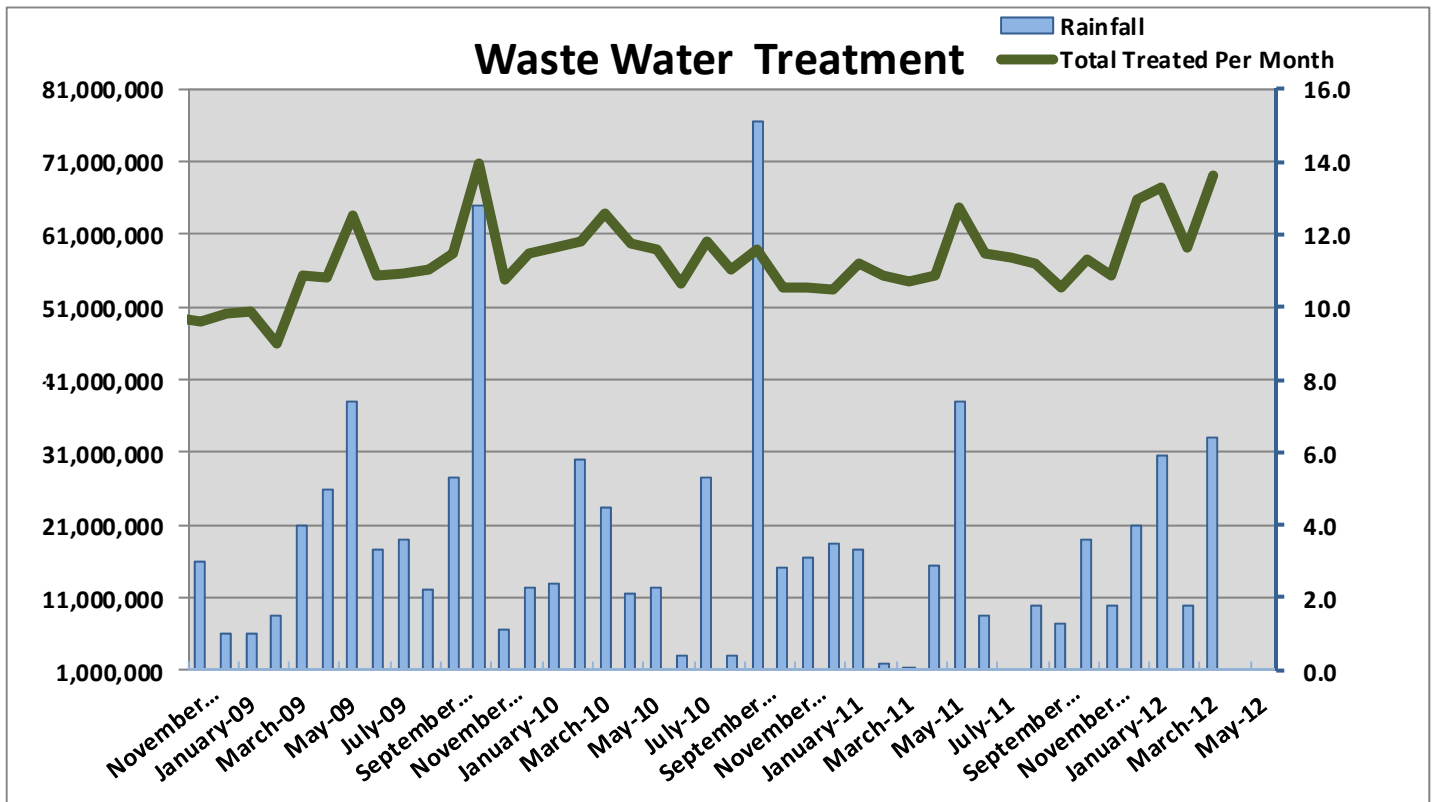
Outdoor watering requires a spray nozzle.

*The Town of Little Elm encourages residents to check their sprinkler system control units as well as rain and freeze sensors to prevent unnecessary usage and to repair any water leaks.*



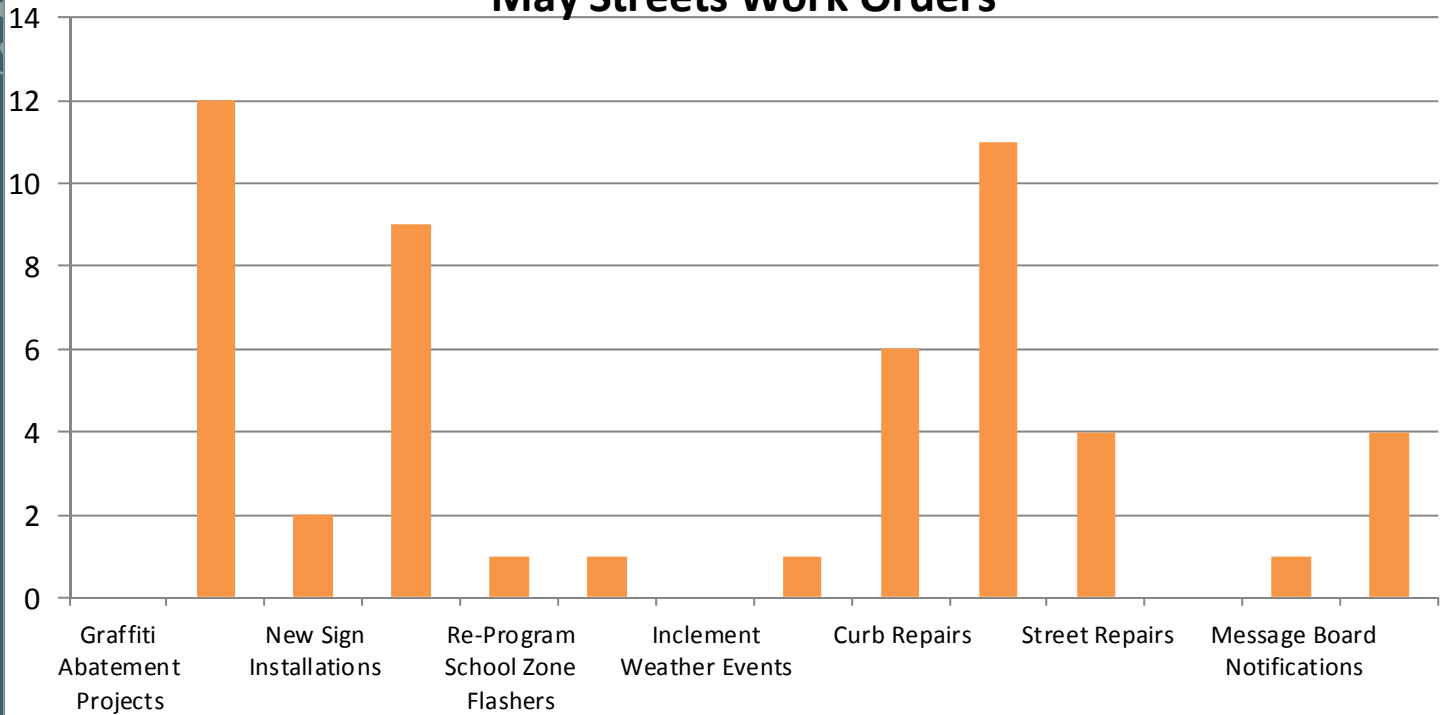


# WASTE WATER

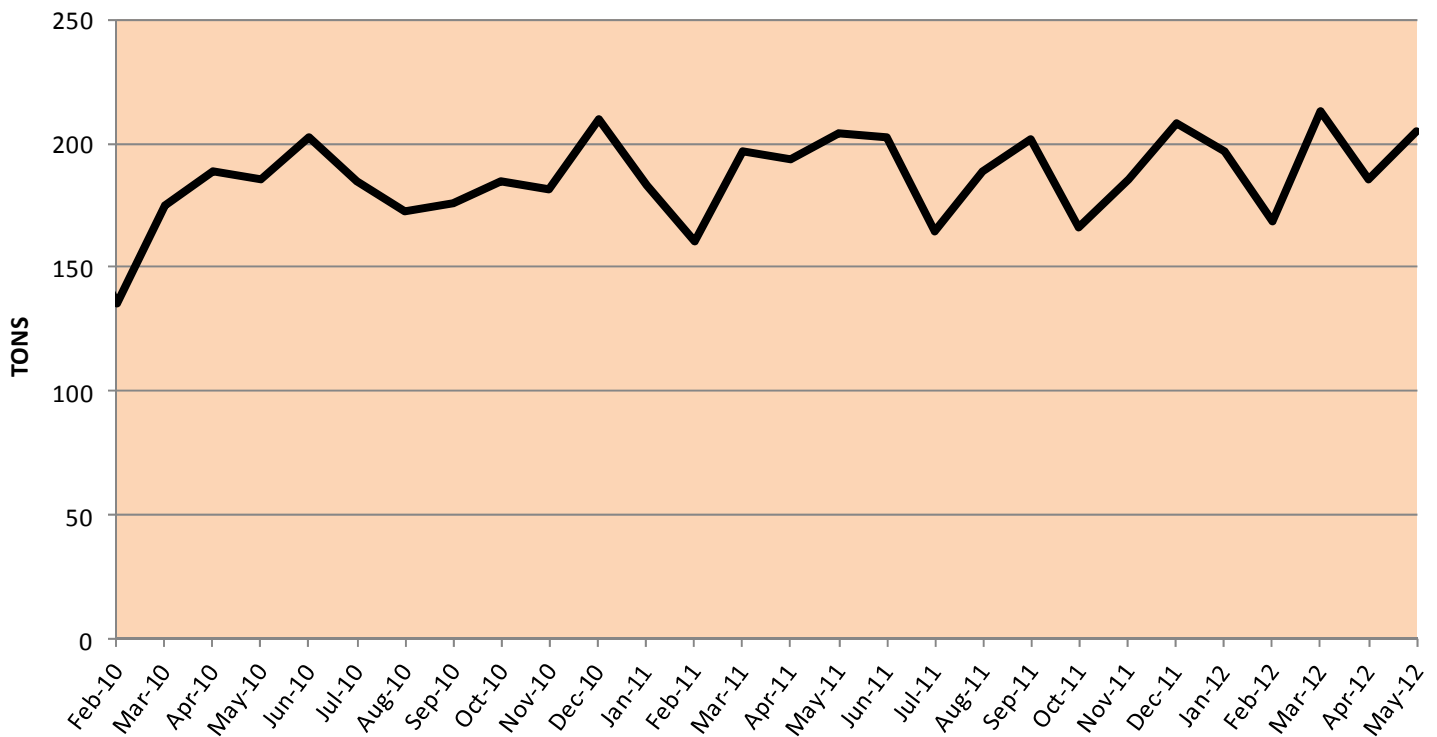


# STREETS & SOLID WASTE

## May Streets Work Orders



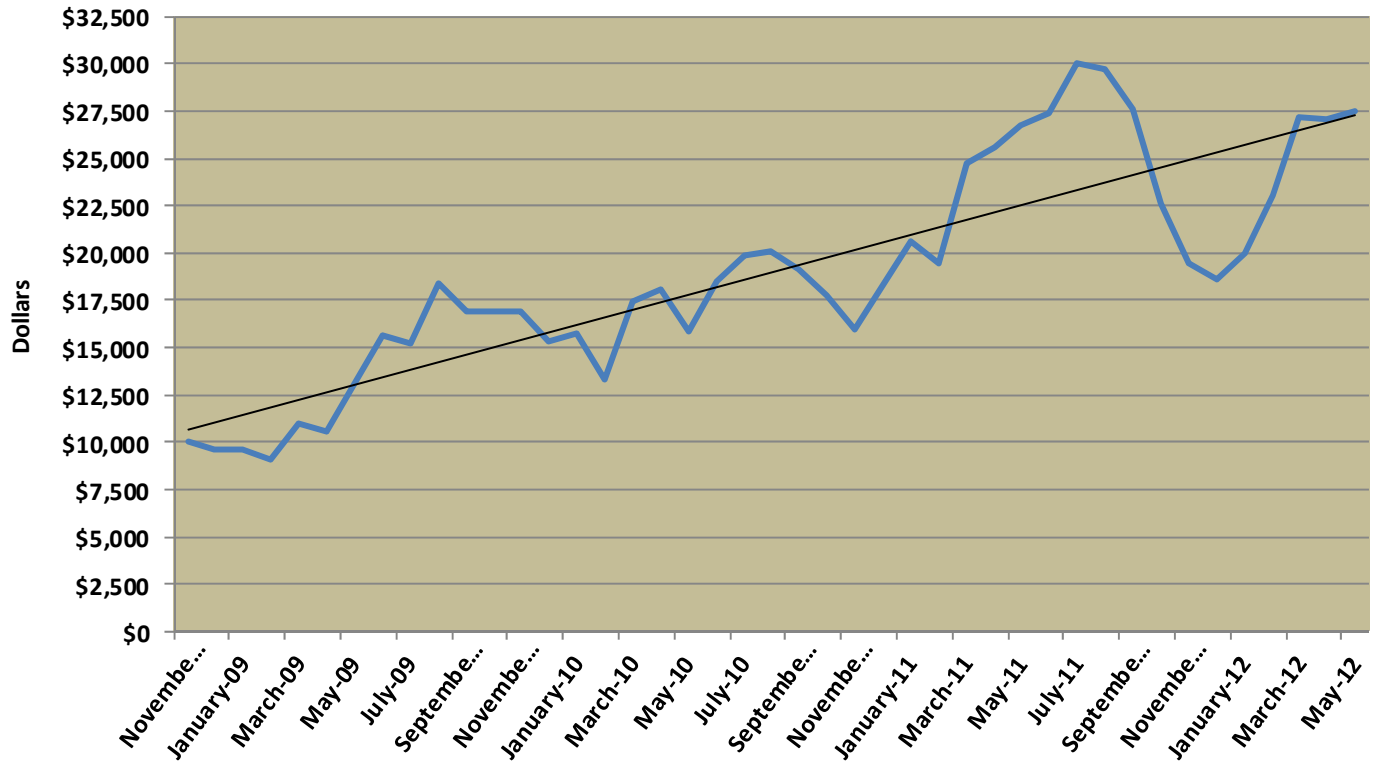
## Residential Monthly Recycling



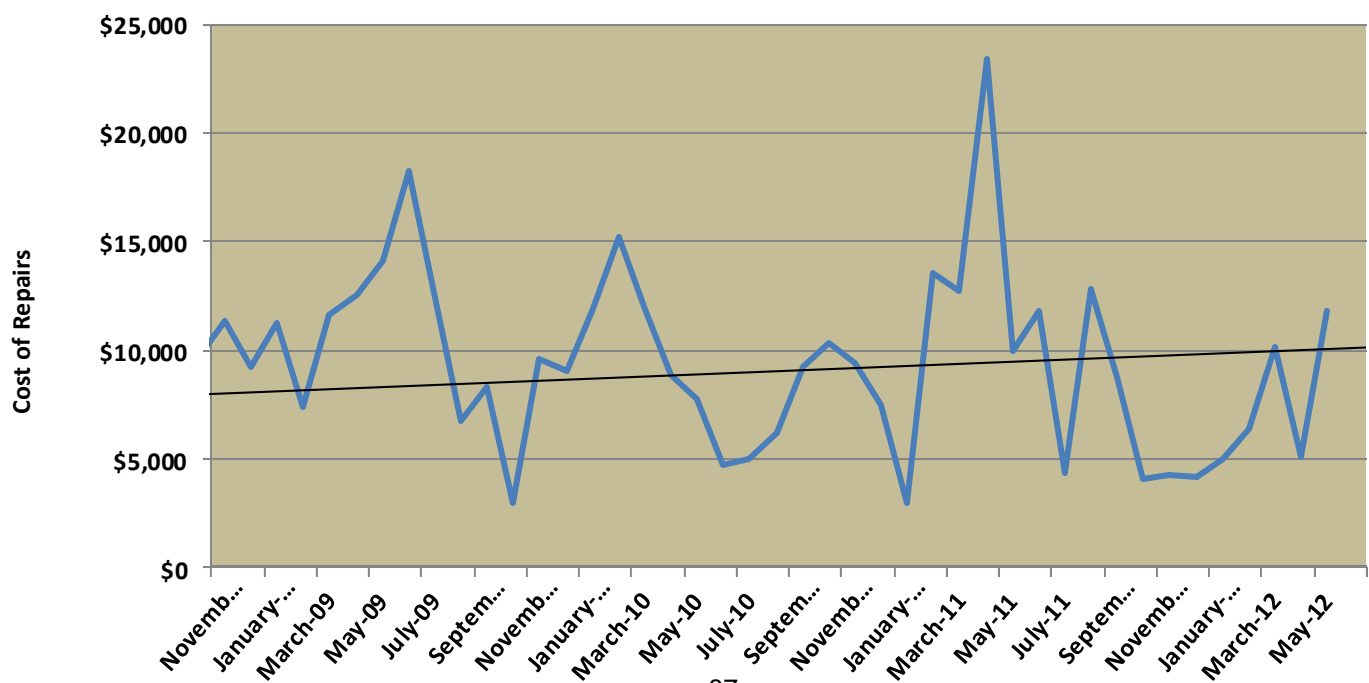


# FLEET SERVICES

## Monthly Fuel Cost



## Repair Costs per Month





# ADMINISTRATION

## Items of Interest

### New Employees

Hunter Harr – May 16<sup>th</sup>, Water Division

Chris Cox – May 30<sup>th</sup>, Water Division

Robert Fawcett – June 13<sup>th</sup>, Waste Water Division

### Disinfection By-products Rule Two Year Extension

The Town of Little Elm has been granted a two-year extension by the Texas Commission on Environmental Quality (TCEQ) to the Stage 2 Disinfection Byproducts Rule (DBP2) in accordance with 30 TAC §290.115(a)(2) because it buys some or all of its water from the North Texas Municipal Water District (NTMWD). This extension is warranted because the NTMWD is making extensive and complex capital improvements to the Wylie Water Treatment Plant to facilitate compliance with the rule; the NTMWD and its customers, and have demonstrated a need for the extension by having one or more locations where high DBP results were evident or possible during drought conditions. The extension is valid from April 1, 2012 to March 30, 2014. During this period, compliance monitoring will continue under the Stage 1 Disinfection Byproduct Rule. Compliance monitoring will for DBP2 will begin on April 1, 2014.

Letters will go out to residents and water customers with the July water bill.

### Consumer Confidence Report / Water Quality Report

The 2011 report, available at the end of this document, has been sent out for printing and mailing. Residents should receive the report by the end of the month.





*West System  
Annual  
Water Quality  
Report*

*Water testing performed in 2011*

*Town of Little Elm—West System  
PWS ID: 0610160*



## A Message from the Town Manager:

Throughout the year, The Town of Little Elm takes samples of the water supply from various locations in Town. These samples are sent in for analysis and the results are compiled into the Annual Water Quality Report for our water customers.

We are pleased to announce that The Town of Little Elm's water supply has met or exceeded all regulations and mandates established by the Environmental Protection Agency and the Texas Commission on Environmental Quality.

Please take the opportunity to read through this report to learn about the quality of Little Elm's water, permanent Medicine Disposal kiosk, and Water Conservation.

If you have any questions regarding the Town's drinking water, or the information contained in this report, please contact Public Works at 972-377-5556.

Sincerely,

Doug Peach  
Interim Town Manager

### For More Information...

- Or to report service problems or leaks contact the Public Works Department at 972-377-5556.
- Or questions about your utility bill contact Utility Billing at 214-975-0480.

### Get Involved...

- Town Council Meetings are held on the first and third Tuesdays of each month beginning at 6:00PM. For more information please contact the Town Secretary at 214-975-0404.



## GET RID OF UNWANTED PRESCRIPTIONS & OVER-THE-COUNTER MEDICATIONS!

Located at Little Elm Pharmacy at 800 W. Eldorado Pkwy Suite 100 the new MedReturn® kiosk is maintained by the Little Elm Police Department. Medications retrieved from the kiosk are taken to a facility certified by the Texas Commission on Environmental Quality for incineration.

Using this method to rid your home of medications insures proper disposal to keep meds out of the hands of children and out of our water supply!

For questions, about the new MedReturn® kiosk, please call Public Works at 972-377-5556, or the Police Department at 214-975-0460.

# Tips for Water Conservation

## Why save water?

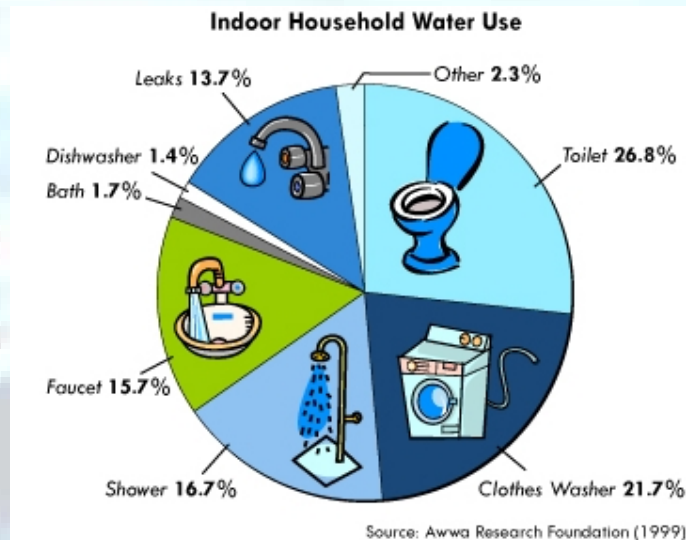
Water saved is money saved because you'll pay less water and sewer taxes. As an added bonus, when you use less hot water, your fuel bills go down as well, and it reduces the amount of waste going to your septic tank.

## How much water are we using?

The average American uses 60 gallons of water in the house each day. That doesn't include car washing, lawn watering and other outdoor uses. Flushing, bathing and laundering are the largest in-house uses.

## How can we reduce our usage?

- Toilet Leaks - Add a few drops of food coloring to the water in the tank. If the coloring appears in the toilet without flushing there is a leak. Replace the flapper to stop the leak.
- Faucets - Check all faucets, including outside hose connections, for leaks. Replace worn washers, O-rings, packing and faulty fixtures. A periodic "leak check" should be conducted on all faucets
- Bathroom Sink - Quickly rinse shaving razor. Use an electric razor; it uses energy but saves water, soap, laundry and blades. For teeth, use a cup to rinse. Remodel with low consumption (0.5gpm) faucet aerators.
- Washing Machine - Use load selector for large or small loads if there is one. Otherwise, wash only full loads. Use cold water. You won't save water but you will save energy and money. Try using less detergent.
- Dishwasher - Scrape dishes off. Soak pots and pans overnight if necessary. Wash only full loads. Experiment to discover the least possible detergent necessary to cut down on suds residue.
- Backyard Pool - Cover when not in use to prevent evaporation (and accidents!) and to keep clean. Don't fill up—high water splashes easily. Recycle wading water for plants, shrubs, and lawns.
- Lawn - Let grass grow high in dry weather. Water slowly, thoroughly and as infrequently as possible. Water at night to minimize evaporation. Use drip irrigation systems, water timers, and mulch. Aerate your lawn.



## Proper Lawn Watering

Lawn grasses and other plants in your landscape need water for growth and development. There is neither sufficient rainfall, nor is it adequately spaced throughout the year in much of North America, to sustain your landscape without supplemental water supplied by irrigation. Proper watering practices improve the quality of your lawn, provide important environmental benefits, and save you money. It may be hard to believe, but most homeowners tend to over-water their lawns and actually waste water by not following a few relatively simple irrigation practices.

### Lawn Watering Basics

1. The healthiest lawns are produced when they are watered heavily at infrequent intervals. On an average, the lawn needs about one inch of water per week, either by rainfall or in combination with irrigation. This 1-inch rule will normally soak the soil to a depth of 4 to 6 inches, allowing the water to reach deep into the root system.
2. The best times to water your lawn are early morning or early evening, when there is generally less wind and heat. Watering then allows for less evaporation into the air, greater penetration into the soil, and less run-off.
3. Let the lawn completely dry out between watering intervals. Most lawn grasses can tolerate dryer conditions over a reasonable period of time. Water only when a probe or screwdriver is difficult to push into the ground or shows that the soil is dry 4 to 6 inches down.
4. Interrupt watering when puddles or run-off occur. Allow water to penetrate into the soil before resuming watering. Soil types vary in the speed at which water will soak into them. Generally speaking, most watering systems apply water faster than it can be absorbed by the soil. Sloping areas are particularly prone to run-off.

### Soil Types Do Make a Difference

Water soaks in at different speeds, depending on the composition of your soil type. If you know your basic soil type, use the following table as a general guide to watering. (Soil test kits and instructions are usually available at lawn and garden centers, and at better hardware stores. Soil test services and information are often available through your local County Extension office).

<u>Soil Type</u>	<u>Infiltration</u> <u>Inch Per Hour</u>	<u>Time For 1 Inch</u> <u>To Soak In</u>
Sand	2.0 inches	0.5 hours
Sandy Loam	1.0 inches	1.0 hours
Loam	0.5 inches	2.0 hours
Silt Loam	0.4 inches	2.25 hours
Clay Loam	0.3 inches	3.3 hours
Clay	0.2 inches	5.0 hours

## Substances That Could Be in Water

To ensure that tap water is safe to drink, the U.S. EPA prescribes regulation limiting the amount of certain contaminants in water provided by public water systems. U.S. Food and Drug Administration regulations establish limits for contaminants in bottled water, which must provide the same protection for public health. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of these contaminants does not necessarily indicate that the water poses a health risk.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it can acquire naturally occurring minerals, in some cases, radioactive material, and substances resulting from the presence of animals or from human activity. Substances that may present in source water include:

**Microbial Contaminants**, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, or wildlife;

**Inorganic Contaminants**, such as salts and metals, which can be naturally occurring or may result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming;

**Pesticides and Herbicides**, which may come from a variety of sources, such as agriculture, urban stormwater runoff, and residential uses;

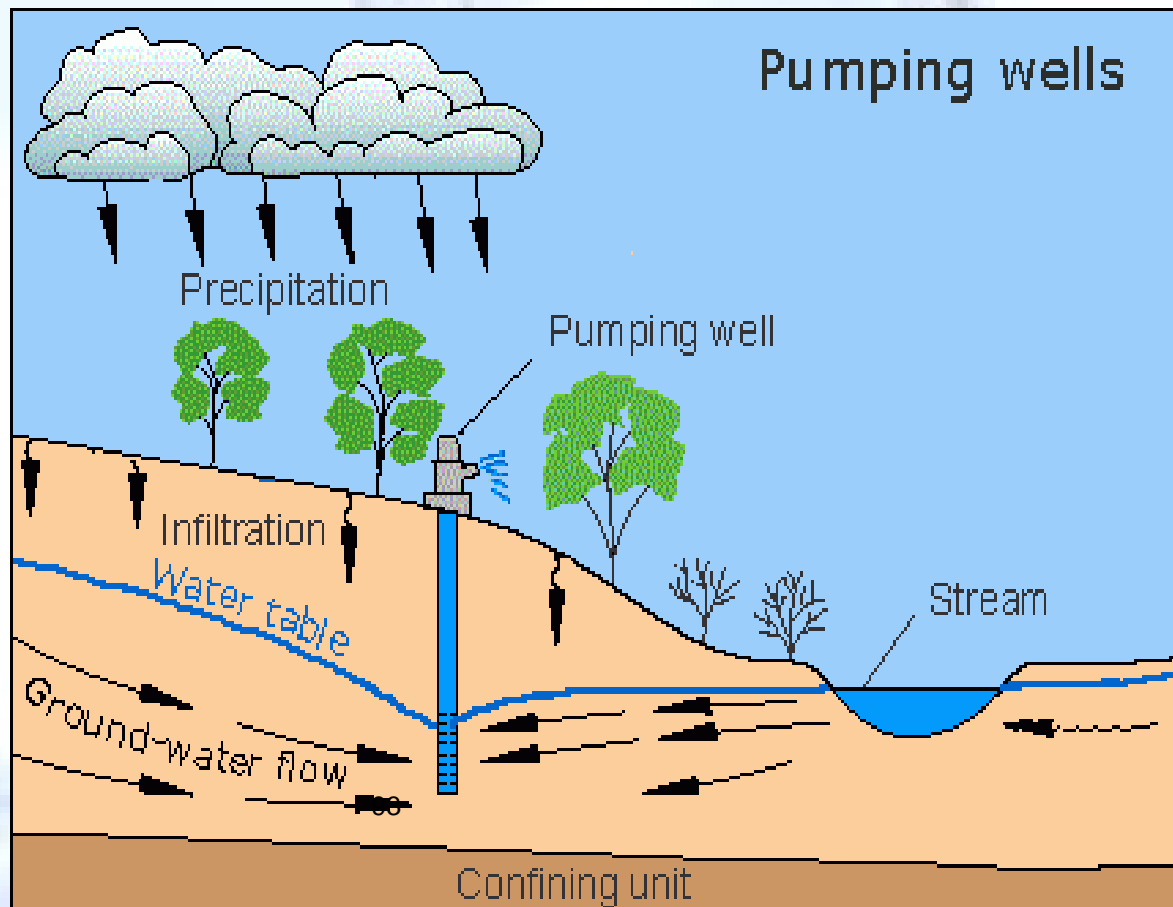
**Organic Chemical Contaminants**, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production and which may also come from gas stations, urban stormwater runoff, and septic systems;

**Radioactive Contaminants**, which can be naturally occurring or may be the result of oil and gas production and mining activities.

Contaminants may be found in drinking water that may cause taste, color, or odor problems. These types of problems are not necessarily causes for health concerns. For more information on taste, odor, or color of drinking water, please contact our business office. For more information about the contaminants and potential health effects, call the U.S. EPA's Safe Drinking Water Hotline at (800) 426-4791.

## Where does our water come from?

Our drinking water is obtained from ground-water sources. The ground water comes from the Paluxy and Woodbine Aquifers and is pumped through our well stations.



## Important Health Information

You may be more vulnerable than the general population to certain microbial contaminants, such as *Cryptosporidium*, in drinking water. Infants, some elderly, or immunocompromised persons such as those undergoing chemotherapy for cancer; those who have undergone organ transplants; those who are undergoing treatment with steroids; and people with HIV/AIDS or other immune system disorders can be particularly at risk from infections. You should seek advice about drinking water from your physician or health care provider. Additionally guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* are available from the U.S. EPA's Safe Drinking Water Hotline at (800) 426-4791.

## Naturally Occurring Bacteria

The simple fact is, bacteria and other microorganisms inhabit our world. They can be found all around us, in our food; on our skin; in our bodies; and, in our air, soil, and water. Some are harmful to us and some are not. Coliform bacteria are common in the environment and are generally not harmful themselves. The presence of this bacterial form in drinking water is a concern because it indicates that the water may be contaminated with other organisms that can cause disease. Throughout the year, we tested many water samples for coliform bacteria. In that time, none of the samples came back positive for the bacteria. Federal regulation now require that public water that tests positive for coliform bacteria must be further analyzed for fecal coliform bacteria. Fecal coliform are present only in human and animal waste. Because these bacteria can cause illness, it is unacceptable for fecal coliform to be present in water at any concentration. Our tests indicate no fecal coliform is present in our water.

## Lead and Drinking Water

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The Town of Little Elm is responsible for providing high-quality drinking water but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at [www.epa.gov/safewater/lead](http://www.epa.gov/safewater/lead).

## Questions?

For more information about this report, or for any questions relating to your drinking water please call Rachael Marshall at the Public Works Service Center, (972) 377-5556.

## Sampling Results

During the past year we have taken 1,484 water samples in order to determine the presence of any radioactive, biological, inorganic, volatile organic, or synthetic organic contaminants, and chlorine residuals levels. The table be-

## Definitions

**AL (Action Level):** The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

**MCL (Maximum Contaminant Level):** The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology. Secondary MCLs (SMCL) are set for the control of taste and odor.

**MCLG (Maximum Contaminant Level Goal):** The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

**MRDL (Maximum Residual Disinfectant Level):** The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

**MRDLG (Maximum Residual Disinfectant Level Goal):** The level of drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

**NA:** Not applicable.

**ND (Not Detected):** Indicates that the substance was not found by laboratory analysis.

**NTU: (Nephelometric Turbidity Units):** Measurement of the clarity, or turbidity, of water. Turbidity in excess of 5 NTU is just noticeable to the average person.

**pCi/L (picocuries per liter):** A measure of radioactivity.

**ppb (parts per billion):** One part substance per billion parts water (or micrograms per liter).

**ppm (parts per million):** One part substance per million parts water (or milligrams per liter).

**ppt (parts per trillion):** One part substance per trillion parts water (or nanograms per liter).

**TT (Treatment Technique):** A required process intended to reduce the level of a contaminant in drinking water.

REGULATED SUBSTANCES

SUBSTANCES (UNIT OF MEASURE)		YEAR SAMPLED	MCL (MRDL)	MCLG (MRDLG)	AMOUNT DETECTED	RANGE LOW-HIGH	VIOLATION	TYPICAL SOURCE
Arsenic	Ug/L	2011	10	0	0.2	N/A	NO	Erosion of natural deposits: runoff from orchards; runoff from glass and electronics production wastes
Barium	Ug/L	2011	2	2	0.43	N/A	NO	Discharge of drilling wastes; Dis-charge from metal refineries;
Chlorine	ppm	2010	[ 4 ]	[ 4 ]	1.55	1.24 - 1.51	NO	Water additive used to control microbes
Chromium	mg/L	2011	100	100	0.13	N/A	NO	Discharge from steel and pulp mills; Erosion of natural deposits.
Fluoride	mg/L	2011	4	4	1.2	N/A	NO	Erosion of natural deposits; Water additive that promotes strong teeth; Discharge from fertizlier and aluminum factories
Haloacetic Acids [ HAAs ]	ppb	2010	60	N/A	1.5	N/A	NO	Byproduct of drinking water disinfection
Nitrate as NO3	mg/L	2011	10	10	0.02	N/A	NO	Runoff from fertilizer use; Leaching from septic tanks; sewage; Erosion of natural deposits.
Selenium	mg/L	2011	50	50	0.41	N/A	NO	Discharge from petroleum and metal refineries; Erosion of natural deposits
Trihalomethanes]	ppb	2010	80	N/A	15.7	N/A	NO	Byproduct of drinking water disinfection
Thallium	mg/L	2011	2	0.5	0.1	N/A	NO	Leaching from ore- processing sites; Discharge from electronics, glass and drug factories.

SUBSTANCES (UNIT OF MEASURE)		YEAR SAMPLED	MCL (MRDL)	MCLG (MRDLG)	AMOUNT DETECTED	RANGE LOW-HIGH	VIOLATION	TYPICAL SOURCE
Copper	mg/L	2010	1.3	1.3	0.17	0 / 10	NO	Corrosion of household plumbing; Erosion of natural deposits; Leaching from wood preservatives.
Lead	mg/L	2010	15	N/A	1.1	0 / 10	NO	Corrosion of household plumbing; Erosion of natural deposits.

SECONDARY SUBSTANCES

SUBSTANCES (UNIT OF MEASURE)		YEAR SAMPLED	MCL (MRDL)	MCLG (MRDLG)	AMOUNT DETECTED	RANGE LOW-HIGH	VIOLATION	TYPICAL SOURCE
Chloride	mg/L	2011	250	N/A	14.8	28 - 28	NO	Runoff / leaching from natural deposits
Iron	ppb	2011	300	N/A	51	200-300	NO	Leaching from natural deposits; Industrial wastes.
Manganese	mg/L	2011	50	N/A	0.32	N/A	NO	Leaching from natural deposits;
PH	units	2011	6.5-8.5	N/A	9.02	N/A	NO	Naturally occurring
Sulfate	mg/L	2011	300	N/A	93.8	N/A	NO	Runoff / leaching from natural deposits; Industrial wastes.
Total Dissolve Solids	mg/L	2011	500	N/A	95 653	N/A	NO	Runoff / leaching from natural deposits
Zinc	mg/L	2011	0.5	N/A	4.1	4.1	NO	Runoff / leaching from natural deposits; Industrial wastes

*Town of Little Elm—East System  
PWS ID: 0610035*



# *East System Annual Water Quality Report*

*Water testing performed in 2011*



## A Message from the Town Manager:

Throughout the year, The Town of Little Elm takes samples of the water supply from various locations in Town. These samples are sent in for analysis and the results are compiled into the Annual Water Quality Report for our water customers.

We are pleased to announce that The Town of Little Elm's water supply has met or exceeded all regulations and mandates established by the Environmental Protection Agency and the Texas Commission on Environmental Quality.

Please take the opportunity to read through this report to learn about the quality of Little Elm's water, permanent Medicine Disposal kiosk, and Water Conservation.

If you have any questions regarding the Town's drinking water, or the information contained in this report, please contact Public Works at 972-377-5556.

Sincerely,

Doug Peach  
Interim Town Manager

### For More Information...

- Or to report service problems or leaks contact the Public Works Department at 972-377-5556.
- Or questions about your utility bill contact Utility Billing at 214-975-0480.

### Get Involved...

- Town Council Meetings are held on the first and third Tuesdays of each month beginning at 6:00PM. For more information please contact the Town Secretary at 214-975-0404.



## GET RID OF UNWANTED PRESCRIPTIONS & OVER-THE-COUNTER MEDICATIONS!

Located at Little Elm Pharmacy at 800 W. Eldorado Pkwy Suite 100 the new MedReturn® kiosk is maintained by the Little Elm Police Department. Medications retrieved from the kiosk are taken to a facility certified by the Texas Commission on Environmental Quality for incineration.

Using this method to rid your home of medications insures proper disposal to keep meds out of the hands of children and out of our water supply!

For questions, about the new MedReturn® kiosk, please call Public Works at 972-377-5556, or the Police Department at 214-975-0460.

# When can I water my lawn???

When you can water your landscape is determined by the Stage of Watering Restrictions set by North Texas Municipal Water District, (NTMWD). Signs are posted throughout Town to notify resi-



**Stage One—Water Conservation: Watering is NOT ALLOWED during the hours of 10AM—6PM.**



**Stage Two—Water Restrictions: Watering is allowed only TWICE PER WEEK.**

**Watering is NOT ALLOWED during the hours of 10AM—6PM.**



**Stage Three—Water Restrictions: Watering is allowed only ONCE PER WEEK on your trash day.**

**Watering is NOT ALLOWED during the hours of 10AM—6PM.**



**Stage Four—Water Restrictions: Residential & Commercial landscape watering is PROHIBITED.**

## Proper Lawn Watering

Lawn grasses and other plants in your landscape need water for growth and development. There is neither sufficient rainfall, nor is it adequately spaced throughout the year in much of North America, to sustain your landscape without supplemental water supplied by irrigation.

Proper watering practices improve the quality of your lawn, provide important environmental benefits, and save you money. It may be hard to believe, but most homeowners tend to over-water their lawns and actually waste water by not following a few relatively simple irrigation practices.

### Lawn Watering Basics

1. The healthiest lawns are produced when they are watered heavily at infrequent intervals. On an average, the lawn needs about one inch of water per week, either by rainfall or in combination with irrigation. This 1-inch rule will normally soak the soil to a depth of 4 to 6 inches, allowing the water to reach deep into the root system.
2. The best times to water your lawn are early morning or early evening, when there is generally less wind and heat. Watering then allows for less evaporation into the air, greater penetration into the soil, and less run-off.
3. Let the lawn completely dry out between watering intervals. Most lawn grasses can tolerate dryer conditions over a reasonable period of time. Water only when a probe or screwdriver is difficult to push into the ground or shows that the soil is dry 4 to 6 inches down.
4. Interrupt watering when puddles or run-off occur. Allow water to penetrate into the soil before resuming watering. Soil types vary in the speed at which water will soak into them. Generally speaking, most watering systems apply water faster than it can be absorbed by the soil. Sloping areas are particularly prone to run-off.

### Soil Types Do Make a Difference

Water soaks in at different speeds, depending on the composition of your soil type. If you know your basic soil type, use the following table as a general guide to watering. (Soil test kits and instructions are usually available at lawn and garden centers, and at better hardware stores. Soil test services and information are often available through your local County Extension office).

<u>Soil Type</u>	<u>Infiltration Inch Per Hour</u>	<u>Time For 1 Inch To Soak In</u>
Sand	2.0 inches	0.5 hours
Sandy Loam	1.0 inches	1.0 hours
Loam	0.5 inches	2.0 hours
Silt Loam	0.4 inches	2.25 hours
Clay Loam	0.3 inches	3.3 hours
Clay	0.2 inches	5.0 hours

## Substances That Could Be in Water

To ensure that tap water is safe to drink, the U.S. EPA prescribes regulation limiting the amount of certain contaminants in water provided by public water systems. U.S. Food and Drug Administration regulations establish limits for contaminants in bottled water, which must provide the same protection for public health. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of these contaminants does not necessarily indicate that the water poses a health risk.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it can acquire naturally occurring minerals, in some cases, radioactive material, and substances resulting from the presence of animals or from human activity. Substances that may present in source water include:

**Microbial Contaminants**, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, or wildlife;

**Inorganic Contaminants**, such as salts and metals, which can be naturally occurring or may result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming;

**Pesticides and Herbicides**, which may come from a variety of sources, such as agriculture, urban stormwater runoff, and residential uses;

**Organic Chemical Contaminants**, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production and which may also come from gas stations, urban stormwater runoff, and septic systems;

**Radioactive Contaminants**, which can be naturally occurring or may be the result of oil and gas production and mining activities.

Contaminants may be found in drinking water that may cause taste, color, or odor problems. These types of problems are not necessarily causes for health concerns. For more information on taste, odor, or color of drinking water, please contact our business office. For more information about the contaminants and potential health effects, call the U.S. EPA's Safe Drinking Water Hotline at (800) 426-4791.

## Where does our water come from?

The Town of Little Elm purchases water for the East System from North Texas Municipal Water District. The water is drawn from surface water sources including Lake Lavon, Texoma, and Cooper.



## Important Health Information

You may be more vulnerable than the general population to certain microbial contaminants, such as *Cryptosporidium*, in drinking water. Infants, some elderly, or immunocompromised persons such as those undergoing chemotherapy for cancer; those who have undergone organ transplants; those who are undergoing treatment with steroids; and people with HIV/AIDS or other immune system disorders can be particularly at risk from infections. You should seek advice about drinking water from your physician or health care provider. Additionally guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* are available from the U.S. EPA's Safe Drinking Water Hotline at (800) 426-4791.

## Naturally Occurring Bacteria

The simple fact is, bacteria and other microorganisms inhabit our world. They can be found all around us, in our food; on our skin; in our bodies; and, in our air, soil, and water. Some are harmful to us and some are not. Coliform bacteria are common in the environment and are generally not harmful themselves. The presence of this bacterial form in drinking water is a concern because it indicates that the water may be contaminated with other organisms that can cause disease. Throughout the year, we tested many water samples for coliform bacteria. In that time, none of the samples came back positive for the bacteria. Federal regulation now require that public water that tests positive for coliform bacteria must be further analyzed for fecal coliform bacteria. Fecal coliform are present only in human and animal waste. Because these bacteria can cause illness, it is unacceptable for fecal coliform to be present in water at any concentration. Our tests indicate no fecal coliform is present in our water.

## Lead and Drinking Water

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The Town of Little Elm is responsible for providing high-quality drinking water but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at [www.epa.gov/safewater/lead](http://www.epa.gov/safewater/lead).

## Questions?

For more information about this report, or for any questions relating to your drinking water please call Rachael Marshall at the Public Works Service Center, (972) 377-5556.

## Sampling Results

During the past year we have taken 4,074 water samples in order to determine the presence of any radioactive, biological, inorganic, volatile organic, or synthetic organic contaminants, and chlorine residuals levels. The table below shows only those contaminants that were detected in the water.

## Definitions

**AL (Action Level):** The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

**MCL (Maximum Contaminant Level):** The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology. Secondary MCLs (SMCL) are set for the control of taste and odor.

**MCLG (Maximum Contaminant Level Goal):** The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

**MRDL (Maximum Residual Disinfectant Level):** The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

**MRDLG (Maximum Residual Disinfectant Level Goal):** The level of drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

**NA:** Not applicable.

**ND (Not Detected):** Indicates that the substance was not found by laboratory analysis.

**NTU: (Nephelometric Turbidity Units):** Measurement of the clarity, or turbidity, of water. Turbidity in excess of 5 NTU is just noticeable to the average person.

**pCi/L (picocuries per liter):** A measure of radioactivity.

**ppb (parts per billion):** One part substance per billion parts water (or micrograms per liter).

**ppm (parts per million):** One part substance per million parts water (or milligrams per liter).

**ppt (parts per trillion):** One part substance per trillion parts water (or nanograms per liter).

**TT (Treatment Technique):** A required process intended to reduce the level of a contaminant in drinking water.

Regulated Substances							
Substances (Unit of Measure)	Year Sampled	MCL (MRDL)	MCLG (MRDLG)	Amount Detected	Range Low- High	Violation	Typical Source
Arsenic	2011	0.01	0.01	<0.001	<0.001- 0.001	No	Erosion of natural deposits, Runoff from orchards, Runoff from glass and electronics production wastes.
Barium	2011	2	2	0.04	0.04-0.04	No	Discharge of drilling waste; discharge from metal refineries; erosion of natural deposits.
Fluoride	2011	4	4	0.66	0.46-0.66	No	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate	2011	10	10	0.55	<0.55-0.55	No	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Gross beta emitters	2010	50	0	N/A	N/A-4.4	No	Decay of natural and man made deposits
Atrazine	2011	3	3	0.19	0.18-0.2	No	Runoff from herbicide used on row crops
Simazine	2011	4	4	0.08	<0.07-0.16	No	Runoff from herbicide used on row crops
Di(2-ethylhexyl)adipate	2011	400	400	0.37	<0.62-0.74	No	Discharge from chemical factories
Chlorine	2011	4	<4.0	1.86	0.5-3.9	No	Water additive used to control microbes
Chlorine Dioxide	2011	0.8	0.8	0	0-0.15	No	Disinfectant
Chlorite	2011	1	N/A	0.48	0-0.80	No	Disinfectant
Total Haloacetic Acids	2011	60	N/A	19.3	ND-40.4	No	Byproduct of drinking water disinfection
Total Trihalomethanes	2011	80	N/A	26.7	N/A	No	Byproduct of drinking water disinfection
Substances (Unit of Measure)	Year Sampled	MCL (MRDL)	MCLG (MRDLG)	Amount Detected	Range Low- High	Violation	Typical Source
Copper (ppm)	2010	1.3	1.3	0.04	0-30	No	Corrosion of household plumbing systems; Erosion of natural deposits; Leaching from wood preservatives
Lead (ppm)	2010	15	N/A	4.4	0/30	No	Corrosion of household plumbing system; Erosion of natural deposits.
Secondary Substances							
Substances (Unit of Measure)	Year Sampled	SMCL (MRDL)	MCLG (MRDLG)	Amount Detected	Range Low- High	Violation	Typical Source
Chloride (ppm)	2011	300	N/A	28	25-33	No	Abundant naturally occurring element; used in water purification; byproduct of oil field activity
Iron (ppb)	2011	300	N/A	<0.06	<0.05-0.07	No	Erosion of natural deposits ; iron steel water delivery equipment or facilities
Manganese (ppb)	2011	50	N/A	0.001	<0.001-	No	Abundant naturally occurring element
PH (Units)	2011	6.5-8.5	N/A	7.7	7.6-7.9	No	Measure of corrosivity of water.
Sulfate (ppm)	2011	300	N/A	67	65-68	No	Naturally occurring ;common industrial byproduct; byproduct of oilfield activity
Total Dissolve Solids [TDS] (ppm)	2011	1,000	N/A	250	249-263	No	Total dissolved mineral constituents in water
Zinc (ppm)	2011	5	N/A	<0.01	<0.01-0.01	No	Moderately abundant naturally occurring element used in the metal industry.

Thank you for the Thoughts,  
wishes, prayers and flowers.  
- for both of my surgeries!

It is great to work with  
such caring people.

Laurie McKee