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

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

WORKSHOP AND REGULAR TOWN COUNCIL

Tuesday, March 20, 2012 - 6:00 PM
Town Council Chambers
100 West Eldorado Parkway
Little Elm, TX 75068

1. Call to Order Council WorkShop 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   A. Items to be withdrawn from Consent Agenda.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. Receive the Town's Auditors Report and Opinion from Rylander, Clay & Optiz, LLP on the audited financial statements of the Town at fiscal year-end September 30, 2011. (Finance Director) 5

   E. Receive 2011 Planning and Zoning Annual Report. (Planning Manager) 6

   F. Presentation of monthly updates from department heads concerning law enforcement activities, municipal court, customer service, emergency medical services, fire department response, fire prevention activities, emergency management, ongoing economic development projects, building permits, code enforcement activities, library activities, human resources updates, information technology report, revenue and expenditure report, street construction status, sanitation services, highway construction status, utility operations, parks and recreation activities, as well as facility and fleet updates.

   G. Council to highlight items on the agenda needing further discussion or comments prior to the regular session.

2. Presentations and Announcements:

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

4. Opening Prayer: Richard Stevens Living Word Baptist Church.

5. Pledge to the Flags:

   A. United States Flag

   B. Texas Flag:
      Honor the Texas Flag I pledge allegiance to thee Texas,
      one state under God, one and indivisible.

6. Public Comments: Persons may address the Town Council on any issue. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. Please observe the time limit of three (3) minutes. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.072, Texas Government Code.

7. Consent Agenda: All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately:

   A. Minutes of the March 6, 2012 Workshop and Regular Meeting. (Town Secretary) 16

   B. Authorize final payment of $62,853.70 to Quality Excavation, Ltd. of Aubrey, Texas for close out the Town's Lewisville Lake-Water and Sewer Bore Construction Contract, and authorize the Town Manager to execute the same. (Director of Development Services) 22

   C. Authorize final payment of $44,943.75 to Quality Excavation, Ltd. of Aubrey, Texas for close out the Town's Witt-Woodlake Construction Contract, and authorize the Town Manager to execute the same. (Director of Development Services) 25

   D. Authorize partial retainage release payment of $144,567.71 to Quality Excavation, Ltd. of Aubrey, Texas for the Town's Lobo Lane Construction Contract, and authorize the Town Manager to execute the same. (Director of Development Services) 33

   E. Approve Final Plat Paloma Creek South, Phase 7A from Petitt Barraza, LLC generally located along the eastern portion of Villa Paloma Boulevard in Paloma Creek South. (Planning Manager) 45

   F. Receive and Accept the CAFR and the Town Auditors Report for fiscal year ended 09-30-11. (Finance Director) 48

G. Approve Resolution No. 03201201 authorizing the publication of Notice of Intent to issue certificates of obligation in a principal amount not to exceed $6,000,000 for the purpose of paying contractual obligations and other costs to be incurred for the construction of improvements and extensions to the Town's Waterworks and Sewer System. (Finance Director) 49

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

A. Discussion and Action to adopt Ordinance No. 1096 an Ordinance authorizing the issuance of Town of Little Elm. Texas, General Obligation Refunding Bonds, Series 2012; levying a continuing direct annual ad valorem tax for payment of said Bonds; and resolving other matters incident and related to the issuance, sale, payment, and delivery of said Bonds; establishing procedures for the sale and delivery of said Bonds; and delegating matters relating to the sale and issuance of the Bonds to an authorized Town official(s). (Finance Director) 56

B. Discussion and Action to adopt Ordinance No. 1097 an Ordinance of the Town of Little Elm, Texas, amending the Code of Ordinances of the Town, by amending Chapter 26 (Businesses and Business Regulations), by amending Article VI (Vendors, Peddlers, and Solicitors) to clarify existing policy; providing a savings clause; providing a penalty; providing a severability clause; providing a repealer clause; and providing an effective date. (Planning Manager) 94

C. Discussion and Action to approve Revised Frisco Hills, Frisco Ranch, and The Preserve Development Agreement, Interlocal Agreement, and Compromise and Settlement Agreement between the Town of Little Elm and Frisco Hills, L.P. and authorize the Town Manager to execute amendment for same. (Director of Development Services) 97

D. Discussion and Action to approve the Exchange Agreement between the Town and Elmwood Estates, Ltd. and authorize the Town Manager to execute the same. (Director of Development Services) 158

E. Discussion and Action to approve the selection of Starling Richardson for Construction Manager at Risk on the Animal Shelter, Water Utility Billing and Town Hall Reconfiguration, Library Expansion, and Various Remodel Projects. (Director of Development Services) 199

F. Discussion and Action to approve the Construction Project Change Order #4 in the amount of $182,772.00 for the Town's Lobo Lane Improvement Project to Quality Excavation, Ltd. of Aubrey, Texas and authorize the Town Manager to execute the same. (Director of Development Services) 349

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

A. Town Secretary Monthly Report for February 2012. 364

B. Development Services Monthly Report for February 2012. 365

10. Adjourn Work Shop and Regular Meeting.

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

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

Respectfully,

Town Secretary

This is to certify that the above notice was posted on the bulletin board at the Town Hall Center this 16 day of March 2012.

TOWN OF LITTLE ELM
AGENDA INFORMATION SHEET
WORK SESSION

DATE: March 20, 2012

WORK SHOP AGENDA:

Auditor's Report on the Town's Comprehensive Annual Financial Report (CAFR) as of September 30, 2011 from the audit firm of Rylander, Clay & Optiz, LLP.

BACKGROUND:

This item on the agenda is for the purpose of hearing and receiving the Town's Auditor's Report and Opinion on the audited financial statements of the Town at fiscal year end September 30, 2011.

Rylander, Clay & Opitz, LLP will be present to give the report and respond to questions. The audited financial statements (Comprehensive Annual Financial Report) have been provided in electronic format and a hard copy of the report is available.

POLICY CONSIDERATIONS:

In compliance with Texas Local Government Code, Chapter 103 – Financial Audits whereby financial statements are audited within 120 days of the close of the fiscal year and filed with the Town Secretary and available for public inspection.

BUDGETARY/FISCAL IMPACT:

N/A

RECOMMENDED ACTION:

No action is required; item is for hearing the report from the Town's Auditor's Rylander, Clay & Opitz LLP.

ATTACHMENTS:

- Refer to the Consent Item for all related documents to the Comprehensive Annual Financial Report (CAFR) and auditor's opinion.

TOWN CONTACTS:

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

Planning & Zoning Commission Annual Report 2011

Submitted to Town Council 03-20-2012

Prepared by:
Development Services
100 W. Eldorado Pkwy
Little Elm, TX 75068

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Submit in March of each year a written progress report to the Town Council summarizing its activities, major accomplishments for the past year, and proposed work program for the coming year. The report shall contain for the year the attendance record of all members and the identity of the Commission officers. {Little Elm Code of Ordinances - 106-23(A)(15)}



Town of Little Elm: Vision

The Town with a Lake Attitude

The Town of Little Elm is dedicated to cultivating a unique and desirable lakeside destination for all people to live, work and play while enjoying natural areas and a safe, vibrant, and sustainable community.

Town of Little Elm: Mission

The Mission of Little Elm is to build upon our unique lake opportunities and small town charm, encourage diverse housing choices and employment opportunities, and provide quality services and infrastructure.



Executive Summary

The Planning and Zoning Commission had a successful 2011 campaign where it continued to impact Little Elm's explosive growth through aggressive planning while it also pleasantly observed the commencement and completion of several commercial and residential projects that it worked on extensively in years past.

The Planning and Zoning Commission is comprised of five regular members with four alternate members. Regular members serve three year terms with a three-term limit. Alternate Panel members do not have term limits and serve three year terms. Though all five (5) regular members were tenured, the Commission was short three (3) alternate members throughout the year.

The Commission was chaired by Michael McClellan, and Charlie Davis served as vice-chair. In May, Little Elm voters elected to revise the Charter to extend the length of P&Z terms from 2 to 3 years, resulting in 9 years of total service. During the summer, P&Z recommended denial of an ordinance that proposed reducing the term limits from 3 consecutive terms to 2 consecutive terms. The proposed ordinance also failed when considered by Town Council, preserving the 9 years of service voted on by residents in May.

The Commission platted 427 new residential lots. The year's plats included Aldi, New Life Community Church, Race Trac, several municipal projects, and other development. The most notable agenda item was the approval of a PD that allowed for a luxury multi-family development along FM 423 and also required the concurrent dedication and construction of a 38 acre public park by the applicant.

Other prominent cases included the application of form based codes to Town Center, approving an SUP for New Life Community Church, the denial of a proposed storage facility south of Goody Goody, the final platting of McCord Park, revising the use chart to require an SUP for future gas stations, preserving the intersection of Oak Grove Parkway and Eldorado Parkway as a future retail power center, and several Town-initiated rezoning cases.

In all, the Commission met thirteen (13) times during the year, conducted fourteen (14) public hearings, received an APA planning excellence award, and considered 36 new agenda items. Throughout, Council did not overturn a single recommendation.

The Commission's primary goals for 2012 include increasing awareness of Little Elm's robust growth, the modernization and overhaul of the Subdivision Regulations, adopting Green Building codes, continuing Town-initiated rezoning projects, achieving Tree City USA designation, and evaluating the Town's annexation plans and polices.

Little Elm Awarded Texas APA Certificate of Achievement For Planning Excellence

In 2011, the Texas Chapter of the American Planning Association awarded Little Elm a Certificate of Achievement for Planning Excellence. The certificate serves to recognize the professional planning standards demonstrated by planning staff and funding support given from Town Council and the Planning and Zoning Commission.

Little Elm met the Chapter's goals for:

- Increasing awareness of professional planning
- Recognizing planning departments that meet superior professional requirements
- Increasing public contribution to planning efforts
- Encouraging the funding of professional training for Commissioners and staff
- Aiding in Economic Development and community image

Little Elm Designated Tree City USA Member

The National Arbor Foundation named Little Elm Tree City USA in recognition of the Town's commitment to urban forestry. Little Elm's forestry programs include the annual Arbor Day celebration, aggressive Tree Preservation regulations, and new Tree Care ordinance. Little Elm joins the more than 3400 Tree City communities nation-wide and 72 cities in the State of Texas to be designated Tree City USA. Tree City USA is supported by the USDA Forest Service and Urban and Community Forestry Program.



2011 Planning and Zoning Commission Roster

Planning & Zoning Commission				
Name	**Place**	**Office**	**Expires**	**Current Term**
			3 year terms	*3-Term Limit*
Deleon English	1 - Regular		2/28/2012	1
Michael McClellan	2 – Regular	Chair	2/28/2013	3
Ann Brooks	3 – Regular		2/28/2014	1
Bryan Lewis, Jr	4 – Regular		2/28/2012	1
Charlie Davis	5 – Regular	Vice - Chair	2/28/2013	3



Alternate Panel				
Name	**Place**	**Office**	**Expires**	**Current Term**
			2 year terms	*2-Term Limit*
Richie Rockwell	6 – Alternate		2/28/2014	
Brian Rawlins	7 – Alternate		2/28/2012	
Nathan Christen-sen	8 – Alternate		2/28/2013	
Ryan Pierson	9 – Alternate		2/28/2014	

2011 Attendance Record

Member Position	Meeting Date	*	Jan 6th	Jan 20th	Feb 3rd	Feb 17th	Mar 3rd	Mar 17th	Apr 7th	Apr 21st	May 5th	May 19th	Jun 2nd	June 16th
	Meeting Type		Reg	Reg	Reg	Reg	Reg	Reg	Reg	Reg	Reg	Reg	Reg	Reg
Regular 1	Michael McClellan–Chair	**85**	P	C	C	C	P	P	C	E	P	P	C	E
Regular 2	Deleon English	**100**	P	C	C	C	P	P	C	P	P	P	C	P
Regular 3	Ann Brooks	**77**	P	C	C	C	E	P	C	P	P	E	C	E
Regular 4	Bryan Lewis, Jr.	**62**	P	C	C	C	P	P	C	P	P	P	C	E
Regular 5	Charlie Davis – Vice Chair	**77**	P	C	C	C	P	P	C	E	P	P	C	P
Alternate 6														
Alternate 7	Brian Rawlins	**3**					P							P
Alternate 8														
Alternate 9														

P: Present **A: Absent** **E: Excused Absence** **C: Cancelled Meeting**

* *(Percentage of meetings attended for Regular members; Total meetings attended for Alternate members)*



Member Position	Meeting Date	Jul 7th	Jul 21st	Aug 4th	Aug 18th	Sep 1st	Sep 15th	Oct 6th	Oct 20th	Nov 3rd	Nov 17th	Dec 1st	Dec 15th
	Meeting Type	Reg	Reg	Reg	Reg	Reg	Reg	Reg	Reg	Reg	Reg	Reg	Reg
Regular 1	Michael McClellan – Chair	C	P	C	P	P	P	C	P	C	C	P	C
Regular 2	Deleon English	C	P	C	P	P	P	C	P	C	C	P	C
Regular 3	Ann Brooks	C	P	C	P	P	P	C	P	C	C	P	C
Regular 4	Bryan Lewis, Jr.	C	E	C	P	E	E	C	E	C	C	P	C
Regular 5	Charlie Davis – Vice Chair	C	P	C	E	P	P	C	E	C	C	P	C
Alternate 6													
Alternate 7	Brian Rawlins											P	
Alternate 8													
Alternate 9													

P: Present **A: Absent** **E: Excused Absence** **C: Cancelled Meeting**

2011 Case History Summary

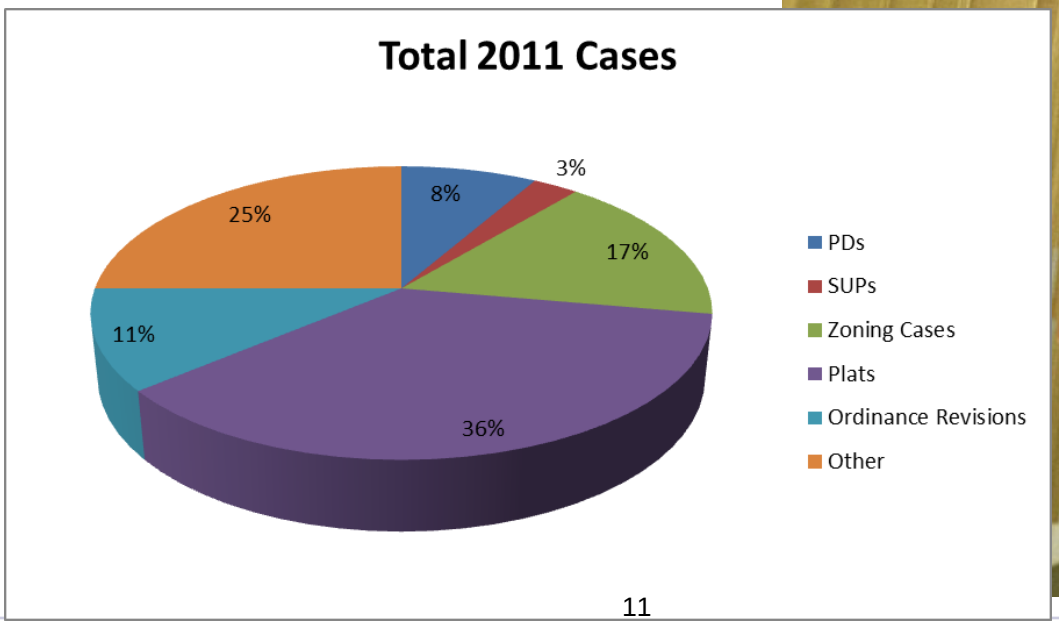
ZONING	
Planned Development	3
SUP	1
Zoning Cases	6
Ordinance Revisions	4
Annexations	0
TOTAL	14

PLATS	
Final Plats	11
Replat	2
Preliminary Plat	0
Extensions	0
TOTAL	13

Other	
Reports & Updates	6
Business	3
Total	9

TOTAL CASES	35





2011 Case History

Summary	
Plats	13
Zoning Actions	14
Other Items	9



Case Type	Project Name	Request	P&Z / Council	Result
Final Plat	Frisco Ranch, Phase 4A	Proposal to final plat 77 single family residential lots.	Approved Approved	Currently selling lots.
Final Plat	Frisco Ranch, Phase 4B	Proposal to final plat 54 single family residential lots.	Approved Approved	Subdivision under construction.
Final Plat	WPP Addition	Proposal to final plat 1 single family estate lot off Smotherman.	Approved Approved	Estate home construction expected in 2012.
Final Plat	Aldi	Proposal to final plat 1 commercial lot.	Approved Approved	Grocery store under construction.
Final Plat	NLCC	Proposal to final plat 1 commercial lot.	Approved Approved	Church under construction.
Final Plat	Frisco Hills, Phase 1	Proposal to final plat 181 single family residential lots.	Approved Approved	Subdivision under construction.
Final Plat	Race Trac	Proposal to final plat 1 commercial lot.	Approved Approved	Fueling center under construction.
Final Plat	Sunset Pointe, Phase 22	Proposal to final plat 47 single family residential lots.	Approved Approved	Subdivision under construction.

2011 Case History

Final Plat	Lakeshore Drive	Proposal to final plat Lakeshore Drive right-of-way and 9 adjacent parcels.	Approved Approved	Lakeshore Drive realignment expected in 2012.
Final Plat	McCord Park	Proposal to final plat McCord Park.	Approved Approved	38 acres of public park expected in 2012.
Final Plat	Sunset Pointe, Phase 23	Proposal to final plat 67 single family residential lots.	Approved Approved	Subdivision under construction.
Replat	380 Business Park	Proposal to subdivide 1 commercial lot into 2 lots.	Approved Approved	All-Storage expansion in progress.
Replat	Animal Shelter	Proposal to replat Arbor Creek for public facilities (animal shelter, public service center).	Approved Approved	Facility expansions in progress.
Zoning	Eldorado Estates	Town-initiated rezoning of a portion of Eldorado Estates from Patio Home to SF-3.	Approved Approved	Protects neighborhood integrity.
Zoning	Town Center	Town-initiated rezoning of 109 acres from TC-I, AG, and Duplex to Town Center district.	Approved Approved	Provids permanent zoning for Town Center.
Zoning	Teeks Tract	Town-initiated rezoning of 17 acres from HI to LC generally located at the NEC of FM 423 and Little Elm Parkway.	Approved Approved	Protects power corner for retail development.
Zoning	Hilltown Boundary	Town-initiated rezoning of 4.25 acres from AG to SF-4.	Approved Approved	Ensures compatible land uses in Hilltown.
Zoning	Hillside Beach	Town-initiated rezoning of 12 acres from AG and MF to SF-1.	Approved Approved	Protects neighborhood from incompatible land uses.
Zoning	Triangle Acres	Owner-initiated rezoning of 0.62 acres from LC to SF-A1.	Approved Approved	Provides more appropriate zoning district.
Planned Development	Aramko MF	Developer initiated rezoning to allow for multi-family uses.	Approved Approved	Little Elm's first Class A apartment community approved.
Planned Development	All-Storage Expansion	Developer initiated rezoning to allow for expansion of All-Storage facility on U.S. 380.	Approved Approved	Under construction.

2011 Case History

Planned Development	Assured Self Storage	Developer initiated rezoning to allow for boat storage south of Goody-Goody Liquor.	Denied Withdrawn	Power center corner later rezoned for retail uses.
SUP	NLCC	Request to allow Assembly Uses off Smotherman Road.	Approved Approved	Church under construction.
Ordinance Revision	P&Z Restructure	Extended P&Z terms from 2 to 3 years in length to match Charter election revision.	Approved Approved	Ordinance revised to match Charter election.
Ordinance Revision	P&Z Restructure 2	Proposal to reduce P&Z term limits from 3 consecutive terms to 2 consecutive terms.	Denied Denied	Proposal to reduce P&Z term limits failed.
Ordinance Revision	Gas Station SUP	Requires future gas stations to obtain an SUP.	Approved Approved	Future gas stations must obtain an SUP.
Ordinance Revision	Drive-Thru Facilities	Placed extra safety regulations and other layout and accessibility requirements on facilities with a drive-thru or bay door.	Approved Approved	Mitigates potential hazards and undesirable visual impacts.
Reports & Updates	Annual Development Report	Discussion of Little Elm's Annual Development Report.	Discussion & Presentation	Discussion.
Reports & Updates	Annual P&Z Report	Discussion of Little Elm's Annual P&Z Report.	Discussion & Presentation	Discussion.
Reports & Updates	Redistricting	Discussion of the 2011 Redistricting process.	Discussion & Presentation.	Discussion.
Reports & Updates	EDC Presentation	Presentation by EDC.	Discussion & Presentation.	Introduction of new EDC Director.
Reports & Updates	McCord Park Concept Plan	Presentation of the McCord Park concept plan.	Discussion & Presentation.	Update on public park dedication and construction required per the terms of the new multi-family apartment PD.
Reports & Updates	Code of Ethics	Discussion of how the new Code of Ethics policy would be applied to current events.	Discussion & Presentation.	Discussion.
Other Business	APA Award	The Texas Chapter of the American Planning Association awarded Little Elm with a Certificate of Achievement in Planning Excellence for 2011.	Presentation	Presentation & Acceptance of APA award.
Other Business	Proposed Boat Storage	Discussion of proposed boat storage facility west of the bridge.	Discussion & Feedback	Advised that the power corner should be preserved for major retail development.
Other Business	Board Interviews	Interviewed 5 candidates.	Interviews.	Recommended the appointment of 5 candidates.

Behind the Scenes: Development Services Department

Town Support Staff		
Name	**Position**	**Phone**
Dusty McAfee, AICP	Planning Manager	214-975-0444
Tabatha Miller	Development Services Coord.	214-975-0472
Dale McKendrick	Building Official	214-975-0457
Jason Laumer, P.E.	Director / Engineer	214-975-0473



Planning & Zoning: The Planning & Zoning division manages the planning and development issues of importance to Little Elm and the surrounding region by being the primary liaison between the Town and developers, administering award-winning development regulations, supervising special projects, originating future plans, and providing staff support to numerous boards and commissions. Planning & Zoning ensures functional, high quality, and aesthetically pleasing development that is sustainable, coordinated, and enhances Little Elm's long-range tax base.

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

WORKSHOP AND REGULAR TOWN COUNCIL MEETING
Tuesday March 6, 2012

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

1. **Call to Order Council Work Shop at 6:00 p.m.**

    a. Items to be withdrawn from Consent Agenda. **NONE**
    b. Emergency Items if posted. **NONE**
    c. Request by the Town Council for items to be placed on the next regular council agenda for discussion, and recognition of excused absences. **Council members Stevens** requested that on a future agenda the following be placed for discussion: (1) Collection Companies vs. Warrant Officer and (2) Municipal Development District vs. EDC.
    d. Discussion regarding Fees, Policy and Procedures for the Senior Center and Recreation Center. **Parks Director Tony Chrisman** informed Council with the upcoming opening of the new Senior Center and Community/Recreation Center staff is preparing updated guidelines for the use of the facilities. Included in handout are fee schedules for the use of Community/Recreation Center with membership fees and rental rates. Staff does not recommend the Senior Center meeting room space to be open for public reservation. As part of these policies and guidelines proposed programs are included along with the cost to enroll in those programs. Contract instructor rates are set as a competitive cost to run the program. Guideline usages for the facilities specify acceptable activities for patrons along with membership fees. Membership fee are proposed at a resident and non-resident rate. The proposed rates are set as a competitive rate for the surrounding communities taking in to consideration the size of our facility and activities offered. Included in the fees staff is allowing for student rates that other communities do not offer. The proposed fees are a cost to the user not cost to the Town. The proposed membership fees and programs fees are proposed to recover approximately 80% operational costs with full capacity. Upon opening of the Senior Center and Community/Recreation Center staff is requesting the fees, policies and procedures be considered by council at a future meeting prior to opening date.
    e. Discussion regarding revision to Solicitors Ordinance. **Planning Director Dusty McAfee** stated that the need to make a revision to this ordinance to better clarify the use of music on ice cream vendor vehicles.

f. Discussion regarding financing options for the Town's Utility System Capital Improvements and discussion of refinancing some of the Town's existing debt obligations to reduce interest rate and generate annual savings. **Finance Director Alan Dickerson** informed Council that the purpose of this item was to brief them regarding the process of refunding existing bonds at an interest saving of 18% or approximately $1.8M over the life of the outstanding bonds. The savings will be both on the Town's General Debt and the Town's Utility. Regarding the process of issuing $6M in new certificates of obligation for Utility Systems Improvements. These bonds will be self-supporting by the Utility System; the project and the planned debt issuance are currently in the Town's Utility Rates and Charges. The Town's Financial Advisory Firm, Southwest Securities will present a presentation with a review of the calendar of events and the finite details of the transactions. The Finance Department and the Town's financial advisors have been following the bond market borrowing rates for many months now. We are in a period of historical and unprecedented low borrowing rates. The impact of the refunding on the Town's Tax Supported Debt will be an estimated $62,000 annual saving (1/2 cent on the tax rate); the Utility Fund Self-Supporting debt will realize as estimated $89,000 annual savings. Staff is not asking for formal action; however, the Finance Director would be to obtain direction from Council in regard to moving forward with the intent to issue new money certificates and refund the existing bonds. Mark McLiney gave a brief presentation on New Money Financing and Refinancing Existing Debt; and the savings that could incur in today's market.

g. Review and discuss suggested amendments to the Financial Policies and Procedures. **Finance Director Alan Dickerson** stated that the purposed of this item is to present the Town council recommended practices, policies and procedures pertaining to the following: Budget Administration, Financial Reporting, Accounting, Asset Management and Procurement, Debt Management, Fund Balances, Purchasing, and Cash and Investments. All the policies and procedures as written and in handout are in practice currently; the significant and major change is in regard to Purchasing and procurement which changes the Town Council approval threshold from $25,000 to $50,000 which is in accordance with Texas Local Government Code. Staff is not asking for action, however the Finance Director would like to receive direction regarding any suggested amendments to the policies; the Finance Director with direction of Council will bring back to Council the policies as amended for Council approval at a later meeting. Council consensus was to take out strike (2) in the use of P-cards.

h. Presentation of monthly updates from department heads: **Parks Director** Tony Chrisman introduced Spencer Smith the new Library Director. Encouraged the Council to visit the library to see the changes already made. Positive things are happening. Spencer is as asset to the library. Council welcomed him on board. **Public Works Director** Kevin Mattingly informed Council that a med-return box would be placed at the Little Elm Pharmacy. Internal policy is in place with thanks to the police department. The Clean and

Green for April has been cancelled due to construction at service center. Staff is working on alternate plans to modify ways to hold some programs. School Zone driver feedback signs have been placed on Walker, Woodlake and Hart; should be operational by end of week. Council member Stevens thanked Kevin for the med-return box as was very much needed. Council member Roebken asked if the school zone sign would be placed back on Lobo Lane. **Director of Development Services** Jason Laumer informed Council that a 30 feet long design plan for Eldorado Parkway was now installed on the wall leading back to administration for public viewing. **Police Chief Waylan Rhodes** reported that the part-time jailers would start tomorrow; jail to be opening in approximately two weeks.

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

2. **Presentations and Announcements:** Planning Manager Dusty McAfee informed Council of the Town of Little Elm officially being designated as a Tree City USA Community thru the Arbor Day Foundation. The Town is one of 73 communities being recognized. Staff received the plaque, flag and two street signs. The street signs will be erected in the Town.

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

4. **Opening Prayer:** Curtis Cornelious-Praise Fellowship Worship Center.

5. **Pledge to the Flags:**

   a. United States Flag
   b. Texas Flag

6. Public Comments: **NONE**

7. Upon motion by Council member Roebken and second by Council member Cornelious the members **voted 6-0** to approve the Consent Agenda as presented:

   a. **Minutes** of the February 7, 2012 Workshop and Regular Meeting.
   b. **Accept** resignation of Robert Anderson from the Board of Adjustment.
   c. **Re-appoint** Deleon English to Place 1 and Bryan Lewis, Jr. to Place 4 on the Planning and Zoning Commission for three (3) year terms expiring 02-28-2015; re-appoint Bill Horner to Place 2 and Stephanie Gregg to Place 4 on the Board of Adjustment for two (2) year terms expiring 02-28-2014 and; re-appoint Brian Rawlins to Place 7 on the Alternate Panel for a three (3) year term expiring 02-28-2015.
   d. **Approve** Britton Meter Supply bid in the amount of $155,283.81 for the procurement of Radio Read Meters and authorize staff to purchase as needed.

e. **Appoint** Rob Blissett to the Parks and Recreation Board to fill an unexpired term expiring 10-21-2012.
f. **Accept** the 2011 Racial Profiling Report as presented.
g. **Approve** Advance Funding Agreement Amendment #2 between the State of Texas and the Town of Little Elm for termination of agreement to install water lines and wastewater lines and authorize the Town Manger to execute the same.

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

a. Upon motion by Council member Cornelious and second by Council member Shoemaker the members **voted 6-0** on Economic Development Corporation recommendation to appoint Neil Blais and Robert Anderson as alternates on the EDC Board of Directors with terms expiring March 6, 2015.

b. Upon motion by Council member Roebken and second by Council member Gerard the members **voted 6-0** to approve the Town of Little Elm co-sponsorship of the Arts and Sounds by the Lake Event in Little Elm Park to be held on May 19th.

c. Upon motion by Council member Gerard and second by Council member Shoemaker the members **voted 6-0** to approve Amended Facilities Utilization Agreement.

d. **Discussion** on submission of Staffing for Adequate Fire and Emergency Response SAFER GRANT. Fire Chief Joe Florentino informed the Council that the Fire Department had applied for the 2011/2012 Staffing for Adequate Fire and Emergency Response (SAFER) grant program through the U.S. Department of Homeland Security. SAFER grants provide financial assistance to help fire departments increase their amount of frontline firefighters to gain NFPA 1710 staffing compliance. The grant works on a salary schedule as follows: Year One: Little Elm $90,000 - Federal: $551,430. Year Two Little Elm $0 – Federal $567,945. Year Three Little Elm $584,983 – Federal $0. We are asking for nine firefighters to complete the staffing of our two fire stations and gain NFPA 1710 compliance. COST: $0 to the town for the first two year for salaries. $90,000 cost added to operational portion of the budget for bunker gear, uniforms, training, certifications, etc. No obligation to keep staff after the two year grant period. $584,983 if staff is retained after the two year period in year three. This is all pending approval from FEMA. Council questions were if unable to fund after the two years what effect would it have on the department. Chief stated that in order to apply for the grant they had to request (9) positions; minimum to keep on staff would be (3).

e. Upon motion by Council member Gerard and second by Council member Cornelious the members **voted 6-0** to approve amendment for Court Services Agreement between the Town of Little Elm and Patricia Adams to provide for

magistrate services for the Town and authorize the Town Manager to execute the same.

f. Upon motion by Council member Cornelious and second by Council member Stevens the members **voted 6-0** to approve Change Order #3 to the Guaranteed Maximum Price Amendment #2 to the Construction Manager at Risk Agreement for the Recreation Center and Senior Center between the Town of Little Elm and Adolfson & Peterson in the amount of $401,000.00 and authorize the Town Manager to execute for the same.

g. Upon motion by Council member Roebken and second by Council member Gerard the members **voted 6-0** to approve Design Task Order for the Cottonwood Trail Improvements between the Town of Little Elm and TRC Engineers, Inc. for the amount of $13,125.00 and authorize the Town Manager to execute a contract for the same.

h. Upon motion by Council member Stevens and second by Council member Gerard the members **voted 6-0** to award the construction contract for the Robertson Elementary Playground Improvements in the amount of $34,720.60 to Quality Excavation, Ltd. of Aubrey, Texas and authorize the Town Manager to execute a contract for the same.

i. Upon motion by Council member Roebken and second by Council member Shoemaker the members **voted 6-0** to approve Task Order to submit for a Hazard Mitigation Action Plan Grant (HMAP) and start work on the plan between the Town of Little Elm and Freese & Nichols for the amount of $113,048.00 and authorize the Town Manager to execute a contract for the same.

j. Upon motion by Council member Gerard and second by Council member Cornelious the members **voted 6-0** to approve a Work Order to submit for a Safe Room Grant to FEMA between the Town of Little Elm and Blais & Associates for the amount of $3,265.75 and authorize the Town Manager to execute a work order for the same.

k. Upon motion by Council member Cornelious and second by Council member Gerard the members **voted 6-0** to approve roadway impact fee reduction for Lakeshore Crossing-Lot 4 and authorize the Town Manger to direct staff the same.

l. Upon motion by Council member Roebken and second by Council member Cornelious the members **voted 6-0** to approve Construction Change Order #3 in the amount of $136,305.50 for the Town's Lobo Lane Improvement Projects to Quality Excavation, Ltd. of Aubrey, Texas and authorize the Town Manager to execute the same.

m. Upon motion by Council member Roebken and second by Council member Cornelious the members **voted 6-0** to approve Task Order for the design of the 2.0 MGD Elevated Tank between the Town of Little Elm and Freese & Nichols for the amount of $433,200.00 and authorize the Town Manager to execute a contract for the same.

n. Upon motion by Council member Stevens and second by Council member Cornelious the members **voted 6-0** to approve Resolution No. 03061201 a Resolution declaring expectations to reimburse expenditures with proceeds of future debt.

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

   a. Town Secretary Monthly Report for January 2012.
   b. Development Services Monthly Report for January 2012.
   c. Letter from Strategic Technologies regarding sell to Grande Communications.
   d. Thank You to the Fire Department.
   e. Thank You to the Fire Department.
   f. Thank you from the Garst/Savoie Family.
   g. Public Works Monthly Report.

10. Adjourned Work Shop and Regular Meeting **at 8:10 p.m.**

Respectfully,

Town Secretary

Passed and approved this_____day of_____2012.

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: March 20, 2012

PROJECT: **Lewisville Lake – Water and Sewer Bore (Construction Contract) Close Out**

DESCRIPTION: The Lewisville Lake – Water and Sewer Bore Construction Contract is complete. The Project Engineer and Town Staff have conducted a final inspection. All items identified during the inspection have been corrected. The contractor has submitted a final payment application.

On Tuesday, August 16, 2011 the Town awarded the construction contract for the Lewisville Lake Water Line and Sanitary Sewer Force Main Bores. The lowest bid received was from Quality Excavation, Ltd. of Aubrey, Texas in the amount of one million eighty nine thousand ninety two dollars and zero cents ($1,089,092.00).

The contract included parallel HDPE water line and force main lines installed by an approximate 2,000 linear foot horizontal directional drill at the FM 720 crossing of Lewisville Lake.

This project was critical to resolve the issue of providing commercial water and sanitary sewer to the west side of the Town. Funding for this construction was available within the Utility CIP Bond Fund.

COST: **Final Payment ($62,853.70)**

FUNDING: **Acct. Name & No**
Eldorado Parkway Water and Wastewater Improvements (#14)
Utility Bond Fund - 612-6726-76-14

SCHEDULE: The contract is to be closed out.

RECOMMENDED ACTION: **Staff recommends Town Council authorize final payment of $62,853.70 to Quality Excavation, Ltd. of Aubrey, Texas close out the Town's Lewisville Lake – Water and Sewer Bore Construction Contract, and authorize the Town Manager to execute the same.**

TOWN CONTACT:

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

ATTACHMENTS:

1. Final Pay Application

LITTLE ELM

PAYMENT APPLICATION #

PROJECT:	**Water & Sewer Crossing Lake Lewisville**	**PROJECT NUMBER**
OWNER:	**Town of Little Elm, Texas**	612-76-14
CONTRACTOR:	**Quality Excavation**	
ENGINEER:	**Freese and Nichols**	

PAYMENT PERIOD FROM: 1-Jan-12 **TO** 15-Jan-12

SUMMARY OF PAYMENT APPLICATION VALUES FROM ATTACHED TABULATIONS

Original Contract Amount		$ 1,089,092.00
Approved Change Orders		$ -
Current Contract Amount		$ 1,089,092.00
Total Value of Original Contract Performed		$ 1,037,776.00
(Attachment "A" consisting of _2_ pages)		
Extra Work on Approved Change Orders		$ -
(Attachment "B" consisting of __ pages)		
Materials on Hand		$ -
(Attachment "C" consisting of __ pages)		
Total Value of Work to Date		$ 1,037,776.00
Total Value of Work this Period	**$ 11,540.00**	
Less Amount Retained this Period	**$ -**	
Less Amount Retained at 0 %		$ -
Net Amount Earned on Contract		$ 1,037,776.00
Less Amount of Previous Payments		$ 974,922.30
BALANCE DUE THIS STATEMENT		$ 62,853.70
Percentage of Contract Paid to Date		89.52%

The undersigned Contractor certifies that all work, including materials on hand, covered by this Periodical Payment has been completed and delivered and stored in accordance with the Contract Documents, that all amounts have been paid by him for work, materials, and equipment for which previous Periodical Payments were issued and received from the Owner, and that the current payment shown herein is now due.

Contractor: _____ By _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public: _____

My Commission expires: _____

Recommended for Payment by
Town Consultant

Firm _____

By _____
Date

Approved for Payment by
OWNER - Town Inspector
Bruce Bannister-Henry Song

By _____

By _____
Date

Approved for Payment by
Town Engineer

By _____
Date

Approved for Payment by
Capital Improvement Project Manager

By _____
Date

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: March 20, 2012

PROJECT: **Witt-Woodlake (Construction Contract) Close Out**

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

On Tuesday, March 16, 2010 the Town awarded the construction contract for the Witt-Woodlake Connector Project to Weir Bros., Inc. of Dallas, Texas. The contract was in the amount of one million twelve thousand dollars and zero cents ($1,012,000.00).

The Witt-Woodlake Improvements have constructed approximately 1,200 linear feet of Woodlake Parkway and Spruce Court to connect Woodlake Parkway at the Witt Road signal. This new section matches the existing concrete curb and gutter concrete pavement, six foot (6') trail sidewalk along the west side of Woodlake Parkway and a five foot (5') sidewalk on the east side with new barrier free ramps and stamped intersection crossings, trees along the street, berms and landscape along Eldorado Parkway, irrigation, minimal street lighting, and underground drainage improvements. Also included is a segmented block retaining wall along the lake on the west side, dredging of the existing HOA pond, complete repair of outfall structure west of Pecan Drive, and installation of an incoming structure east of Woodlake Parkway to control erosion into HOA pond.

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 Witt-Woodlake Connector Improvements. The agreement was in the amount of one hundred sixty seven thousand three hundred eleven dollars and fifty cents ($167,311.50). The surety company agreed to allow the Town to pay Quality Excavation directly in the amount of one hundred sixty seven thousand three hundred

eleven dollars and fifty cents ($167,311.50) out of the remaining one hundred twenty seven thousand eleven dollars and two cents ($127,011.02) in funds left to be paid on the Witt-Woodlake Connector Improvement Project contract. The surety agreed to pay any claims on work completed prior to Quality Excavation assuming the contract for the remaining work and pay the Town forty thousand two hundred ninety dollars and fifty cents $40,290.50 to fund the balance necessary to finish the project.

On Tuesday, November 1, 2011 the Town approved change order #3 for Quality Excavation, Ltd. of Aubrey, Texas. The proposed construction change order added funds to cover additional work that was necessary to control the flow of Hart's Branch at the incoming drainage structure under Woodlake Parkway before it goes into the Village of Woodlake's Pond. The changes included retaining walls on the maintenance drive, additional rip-rap, grading, and reinforcement. Town Staff was able to negotiate the cost to what was left in the project's contingency budget of eighteen thousand one hundred ninety five dollars and zero cents ($18,195.00).

Last year the EDC approved a performance agreement with Point Bank for $40,250 to construct the access drive from the realigned Woodlake Parkway to the Point Bank site to provide median left turn access to the site. Due to conditions beyond the control of staff the Town was unable to obtain an easement from the Villages of Woodlake HOA. Staff went back to TxDOT to try to have them reconsider the median opening at Pecan Drive. TxDOT has verbally agreed to reopen the median. Staff will continue to work with TxDOT to issue a change order on the FM 720 project to this effect.

The $40,250.00 paid for the design and construction of the driveway. Approximately thirty seven thousand six hundred ninety four dollars and forty cents ($37,694.40) are left in the construction budget for this drive. Town Staff obtain approval from EDC for an agreement to construct a drive from the Chicken Express across the empty commercial lot to the Post Office to approve access and interconnectivity between the sites and generate interest in the empty commercial lot. As part of the FM 720 project, the Town decided to grant the median opening to allow left turn access to the commercial drive in front of the Sonic, Chicken Express, and the Senior Apartments. This left no median access to the empty commercial lot or the Post Office. Town Staff was able to negotiate the cost to what was left in the project's budget with Quality Excavation making the contract total two hundred twenty three thousand two hundred dollars and ninety cents ($223,200.90)

COST: **Final Payment ($44,943.75)**

FUNDING: **Acct. Name & No**
2009-2014 Street Bond Fund – Witt-Woodlake Connector
870-6728-87-57

SCHEDULE: The contract is to be closed out.

RECOMMENDED ACTION: **Staff recommends Town Council authorize final payment of $44,943.75 to Quality Excavation, Ltd. of Aubrey, Texas close out the Town's Witt-Woodlake Construction Contract, and authorize the Town Manager to execute the same.**

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

ATTACHMENTS:
1. Final Pay Application

COPY

LITTLE ELM

PAYMENT APPLICATION # 4 FINAL

PROJECT:	**Witt Road Woodlake Tender**	**PROJECT NUMBER**
OWNER:	**Town of Little Elm, Texas**	**870-6728-87-57**
CONTRACTOR:	**Quality Excavation**	
ENGINEER:	**Grahama Associates**	

PAYMENT PERIOD FROM: 1-Dec-11 **TO** 30-Jan-12

SUMMARY OF PAYMENT APPLICATION VALUES FROM ATTACHED TABULATIONS

Original Contract Amount		$ 167,311.50
Project Modification/ Contingency		$ -
Approved Change Orders		$ 55,889.40
Current Contract Amount		$ 223,200.90
Total Value of Original Contract Performed (Attachment "A" consisting of _2_ pages)		$ 167,311.50
Extra Work on Approved Change Orders (Attachment "B" consisting of __ pages)		$ 55,889.40
Materials on Hand (Attachment "C" consisting of __ pages)		$ -
Total Value of Work to Date		$ 223,200.90
Total Value of Work this Period	**$ 25,137.40**	
Less Amount Retained this Period	$ -	
Less Amount Retained at 0 %		$ -
Net Amount Earned on Contract		$ 223,200.90
Less Amount of Previous Payments		$ 178,257.15
BALANCE DUE THIS STATEMENT		$ 44,943.75
Percentage of Contract Paid to Date		79.86%

The undersigned Contractor certifies that all work, including materials on hand, covered by this Periodical Payment has been completed and delivered and stored in accordance with the Contract Documents, that all amounts have been paid by him for work, materials, and equipment for which previous Periodical Payments were issued and received from the Owner, and that the current payment shown herein is now due.

Contractor: Quality Excavation, Ltd. By _____

Date: _____

Subscribed and sworn to before me this 8th day of February 20 12

Notary Public: Michelle Smith

My Commission expires: 9/20/2014

MICHELLE U SMITH
NOTARY PUBLIC
State of Texas
Comm. Exp. 09-20-2014

Recommended for Payment by
Town Consultant
Firm Graham Associates, Inc.

By Brian M. Merritt, P.E. 3/2/2012
Date

Approved for Payment by
Town Inspector Henry Song

By _____ 2-23-12
Date

RECEIVED
MAR 09 2012
BY:

Approved for Payment by
Town Engineer

By _____
Date

Approved for Payment by
Capital Improvement Project Manager

By _____
Date

	Woodlake Parkway/ Witt Road Connector #	870-6728-87-57					PAYMENT APPLICATION #			4 FINAL
ITEM	DESCRIPTION	CONTRACT QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL CONTRACT AMOUNT	QUANTITY THIS ESTIMATE	COMPLETED FROM PREVIOUS ESTIMATE	BALANCE OF MATERIAL ON HAND	TOTAL WORK VALUE COMPLETED	% OF WORK COMPLETED
SEC - A&B	GENERAL REQUIREMENTSDRIVEWAY IMPROVEMENTS DAM WORK									
A1.1	Mobilization (Bonds, verification, removal of debris & spoils)	1	LS	$15,500.00	$15,500.00	0.000	1.000		$ 15,500.00	100.00%
B1.2	Remove Existing Cofferdam, Re-set and Pump	1	EA	$4,400.00	$4,400.00	0.000	1.000		$ 4,400.00	100.00%
B1.3	Repair Both Gabions and Remove Debris at Mouth of Pond	140	LF	$70.00	$9,800.00	0.000	140.000		$ 9,800.00	100.00%
B1.4	12" Graded Rock Rip Rap	18	CY	$90.00	$1,620.00	0.000	18.000		$ 1,620.00	100.00%
B1.5	Return Existing to Native (Disturbed Existing, Includes Topsoil, Hydromulch, Select Fill as needed and Removal)	2,067	SY	$3.50	$7,234.50	0.000	2067.000		$ 7,234.50	100.00%
B1.6	Metal Beam Guardrails With Posts re-set	130	LF	$40.00	$5,200.00	0.000	130.000		$ 5,200.00	100.00%
B1.7	Build Stabilized Base for Driveway	205	CY	$75.00	$15,375.00	0.000	205.000		$ 15,375.00	100.00%
B1.8	6" 3500 PSI Concrete NO 3 OCEW	96	SY	$42.00	$4,032.00	0.000	96.000		$ 4,032.00	100.00%
B1.9	Re-work Existing 18" Toewall @ Driveway	51	CY	$105.00	$5,355.00	0.000	51.000		$ 5,355.00	100.00%
				SECTION A-B ST	$68,516.50					
SEC - C	LANDSCAPING AND IRRIGATION									
C1.1	Uninstalled Landscaping to Complete	1	LS	$14,200.00	$14,200.00	0.000	1.000		$ 14,200.00	100.00%
C1.2	Uninstalled Irrigation To Complete and Streetscapes retainage	1	LS	$11,500.00	$11,500.00	0.000	1.000		$ 11,500.00	100.00%
C1.3	Grade to Drain, Fine Grading, Topsoil, Soil Preparation (Water by Town)	15,200	SF	$1.00	$15,200.00	0.000	15200.000		$ 15,200.00	100.00%
				SECTION C ST	$40,900.00					
SEC - D	MISCELLANEOUS									
D1.1	Outfall Structure Installation	1	1	$6,900.00	$6,900.00	0.000	1.000		$ 6,900.00	100.00%
D1.2	Temporary Dam (Rubber and Rock) Placement and Removal	1	1	$4,800.00	$4,800.00	0.000	1.000		$ 4,800.00	100.00%
D1.3	Clean and Pump Debris Separator and Piping to Outfall	1	1	$2,900.00	$2,900.00	0.000	1.000		$ 2,900.00	100.00%
D1.4	5" Concrete Sidewalk remove and replace to ADA	160	160	$44.00	$7,040.00	0.000	160.000		$ 7,040.00	100.00%
D1.5	Striping and Signs to Complete	1	1	$2,600.00	$2,600.00	0.000	1.000		$ 2,600.00	100.00%
D1.6	Type E Handrail	151	151	$155.00	$23,405.00	151.000	0.000		$ 23,405.00	100.00%
D1.7	Survey and Layout	1	1	$3,650.00	$3,650.00	0.000	1.000		$ 3,650.00	100.00%
D1.8	Erosion Control	1	1	$2,800.00	$2,800.00	0.000	1.000		$ 2,800.00	100.00%
D1.9	Grading at Bank with Curlex	1	1	$3,800.00	$3,800.00	0.000	1.000		$ 3,800.00	100.00%
				SECTION D ST	$57,895.00					
							Contract Total		$167,311.50	
							Project Contingency		$0.00	
							Work To Date Total		$167,311.50	

ITTLE ELM

ATTACHMENT "B"
PAYMENT APPLICATION
TABULATION OF VALUES FOR APPROVED CHANGE ORDERS

PROJECT: Witt Road Woodlake Tender
OWNER: Town of Little Elm, Texas
CONTRACTOR: Quality Excavation
ENGINEER: Grahama Associates

PROJECT NUMBER
870-6728-87-57

PAYMENT PERIOD FROM: 1-Dec-11 **TO** 30-Jan-12 **PAYMENT APPLICATION #** 4 FINAL

ITEM NO.	DESCRIPTION OF ITEM	Change Order Quantity	UNIT OF MEASURE	UNIT PRICE	TOTAL CONTRACT AMOUNT	QUANTITY THIS ESTIMATE	WORK COMPLETED FROM PREVIOUS ESTIMATE	BALANCE OF MATERIALS ON HAND	TOTAL VALUE OF WORK COMPLETED	% OF WORK COMPLETE
	CHANGE ORDER 3									
D.1	Excavation and Import Fill	400	CY	$8.00	$3,200.00	400			400	100%
D.2	Rock Rip Rap	71	TN	$45.00	$3,195.00	71			71	100%
D.3	Concrete Rock Rip Rap	32	TN	$80.00	$2,560.00	32			32	100%
D.4	Reinforced Turf Matting	350	SY	$18.00	$6,300.00	350			350	100%
D.5	Retaining Wall	210	LF	$14.00	$2,940.00	210			210	100%
M.1	Mobilization and Bond	1	LS	$750.00	$750.00	1			1	100%
P.1	Relocate Light Pole	1	LS	$2,000.00	$2,000.00	1			1	100%
P.2	8" Excavation	747	SY	$6.00	$4,482.00	747			747	100%
P.3	8" Flexbase	238	TN	$14.00	$3,332.00	238			238	100%
P.4	8" 3500 Concrete Pavement	747	SY	$34.00	$25,398.00	747			747	100%
P.5	Hydromulch	1	LS	$532.40	$532.40	1			1	100%
P.6	Transition and Striping	1	LS	$1,200.00	$1,200.00	1			1	100%
TOTAL FOR PAGE / PROJECT					$55,889.40				$ 55,889.40	$0.00

ATTACHMENT "C"
PAYMENT REQUEST
TABULATION OF VALUES FOR MATERIALS ON HAND

PROJECT: Witt Road Woodlake Tender
OWNER: Town of Little Elm, Texas
CONTRACTOR: Quality Excavation
ENGINEER: Grahama Associates

PROJECT NUMBER
870-6728-87-57

PAYMENT PERIOD FROM: 1-Dec-11 **TO** 30-Jan-12 **PAYMENT APPLICATION #** 4 FINAL

ATTACHMENT "A" OR "B" ITEM NO.	TOTAL SCHEDULED VALUE	NAME OF SUPPLIER	INVOICE NO.	TOTAL INVOICE AMOUNT THIS ESTIMATE	TOTAL STORED MATERIAL AT LAST PAY ESTIMATE	AMOUNT INSTALLED TO DATE	BALANCE OF MATERIALS ON HAND
31							
TOTAL FOR PAGE / PROJECT							$ -

LITTLE ELM

ATTACHMENT "D"
PAYMENT APPLICATION
PROJECT SUMMARY

PROJECT:	**Witt Road Woodlake Tender**	**PROJECT NUMBER**
OWNER:	**Town of Little Elm, Texas**	**870-6728-87-57**
CONTRACTOR:	**Quality Excavation**	
ENGINEER:	**Grahama Associates**	

PAYMENT PERIOD FROM: 1-Dec-11 **TO** 30-Jan-12 **Payment Application #:** 4 FINAL

CONTRACT TIME SUMMARY

Date of Notice to Proceed	8/31/2011	
Original Contract Duration	120	Days
Original Date of Contract Substantial Completion	1/1/2012	
Original Date of Contract Final Completion	1/15/2012	
Approved Time Extensions	5	Days
Current Contract Duration	120	Days
Current Date of Contract Substantial Completion	1/15/2012	
Current Date of Contract Final Completion	2/5/2012	
Days Charged to Project to Date	120	Days
Days Remaining in Contract	5	Days
Percent of Current Project Duration	100.00%	
Current Scheduled Completion Date	1/15/2012	
Project is (Ahead/Behind) Schedule	on	

CONTRACT COST SUMMARY

Original Contract Amount	$	223,200.90
Project Modification/ Contingency	$	-
Current Contract Amount	$	223,200.90
Contract Earnings to Date on Original Contract	$	223,200.90
Earnings on Approve Change Orders	$	55,889.40
Materials on Hand	$	-
Total Current Project Amount Earned	$	223,200.90
Percent of Contract Earned to Date		100.00%
Retainage	$	22,320.09
Amount Paid to Date	$	178,257.15
Percent of Contract Paid to Date		79.86%

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: March 20, 2012

PROJECT: **Lobo Lane Reconstruction (#55) Project Partial Close-Out**

DESCRIPTION: The Lobo Lane Reconstruction Project is almost complete. Town Staff has conducted a final inspection on all the side projects. All items identified during the inspection have been corrected. The contractor has submitted a payment application for a partial release of retainage due to the additional work increasing the overall time to complete and that all of the side projects have been completed. Approximately $500,000 left of work is to be completed and there is still approximately $77,000 in retainage left if partial release is approved.

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 March 6, 2012 the Town approved change order #3 for additional parking at Cottonwood Park and upgrades to the vendor plugs in Little Elm Park.

COST: **$144,567.71**

FUNDING: **Acct. Name & No**
2009-2014 Street Bond Improvements – Lobo Lane
870-6728-87-55

SCHEDULE: Partial Retainage Release Payment upon authorization of Town Council

RECOMMENDED ACTION: **Staff recommends Town Council authorize partial retainage release payment of $144,567.71 to Quality Excavation, Ltd. of Aubrey, Texas for the Town's Lobo Lane Construction Contract, and authorize the Town Manager to execute the same.**

TOWN CONTACT:

Jason W. Laumer, P.E.
Town Engineer
JLaumer@littleelm.org
(214) 975-0473

ATTACHMENTS: 1. Application for Retainage Release Payment

LITTLE ELM

PAYMENT APPLICATION # 7

PROJECT:	**Lobo Lane Reconstruction Tender**	**PROJECT NUMBER**
OWNER:	**Town of Little Elm, Texas**	870-87-55
CONTRACTOR:	**Quality Excavation**	
ENGINEER:	**Cobb Fendley**	

PAYMENT PERIOD FROM: 1-Feb-12 **TO** 28-Feb-12

SUMMARY OF PAYMENT APPLICATION VALUES FROM ATTACHED TABULATIONS

Original Contract Amount		$ 3,705,168.65
Owner Contingency		$ 99,624.00
Approved Change Orders		$ 1,158,552.01
Current Contract Amount		$ 4,963,344.66
Total Value of Original Contract Performed (Attachment "A" consisting of _2_ pages)		$ 3,424,311.29
Extra Work on Approved Change Orders (Attachment "B" consisting of __ pages)		$ 1,023,939.76
Materials on Hand (Attachment "C" consisting of __ pages)		$ -
Total Value of Work to date		$ 4,448,251.05
Total Value of Work this Period	$ -	
Less Amount Retained this Period	0	
Less Amount Retained at 1.75 %		$ 77,844.39
Net Amount Earned on Contract		$ 4,370,406.65
Less Amount of Previous Payments		$ 4,225,838.94
BALANCE DUE THIS STATEMENT		$ 144,567.71
Percentage of Contract Paid to Date		85.14%

The undersigned Contractor certifies that all work, including materials on hand, covered by this Periodical Payment has been completed and delivered and stored in accordance with the Contract Documents, that all amounts have been paid by him for work, materials, and equipment for which previous Periodical Payments were issued and received from the Owner, and that the current payment shown herein is now due.

Contractor: Quality Excavation LTD By _____

Date: 3.13.201-

Subscribed and sworn to before me this 13th day of March, 20[illegible]

Notary Public: _____

My Commission expires: 9/20/2014

MICHELLE U SMITH
NOTARY PUBLIC
State of Texas
Comm. Exp. 09-20-2014

Recommended for Payment by
Town Consultant
Firm _____

By _____ Date

Approved for Payment by
Town Engineer

By _____ Date

Approved for Payment by
OWNER - Town Inspector
Bruce Bannister

By _____

By _____ Date

Approved for Payment by
Capital Improvement Project Manager

By _____ Date

	PAYMENT PERIOD FROM:		1-Feb-12	TO	28-Feb-12	1117232.595				
Item #	Item Description	Qty	Units	Cost/Unit	Total Contract Amount	Quantity This Estimate	Completed from previous Estimate	Total Quantity Completed	Total Value of Work Completed	% of Work Completed
M2.17	OWNERS CONTINGENCY ALLOWANCE	LS	1	$ 99,624.00	$ 99,624.00	0	0		$0.00	0.00%
	LOBO LANE GENERAL REQUIREMENTS									
V1.1	Project Mobilization (Bonds, Legal, Prep And Mob)	1	LS	$ 119,000.00	$ 119,000.00		1.00	1.00	$119,000.00	100.00%
V1.2	TV Storm And Clean	7897	LF	$ 2.00	$ 15,794.00		7897.00	7897.00	$15,794.00	100.00%
V1.3	TV Sewer And Clean	1731	LF	$ 2.00	$ 3,462.00		1731.00	1731.00	$3,462.00	100.00%
V1.4	Verify And Test Installed Waterline	4230	LF	$ 1.50	$ 6,345.00		4230.00	4230.00	$6,345.00	100.00%
V1.5	Connect Waterline to Existing	1	LS	$ 7,500.00	$ 7,500.00		1.00	1.00	$7,500.00	100.00%
V1.7	Repair Irrigation Shopping Center	1	LS	$ 5,200.00	$ 5,200.00		1.00	1.00	$5,200.00	100.00%
V1.8	Repair Electrical For Sliding Gate (6+90)	1	LS	$ 2,400.00	$ 2,400.00		1.00	1.00	$2,400.00	100.00%
V1.9	Paint And Final Installed Hydrants	21	EA	$ 180.00	$ 3,780.00		21.00	21.00	$3,780.00	100.00%
V1.10	Raise Installed Hydrants To Grade	18	EA	$ 500.00	$ 9,000.00		18.00	18.00	$9,000.00	100.00%
V1.11	Inlets, grates and frame & covers	13	EA	$ 450.00	$ 5,850.00		13.00	13.00	$5,850.00	100.00%
V1.12	Air Test And Mandrel Manholes	4	EA	$ 200.00	$ 800.00		4.00	4.00	$800.00	100.00%
V1.13	Clean And Haul	1	LS	$ 8,500.00	$ 8,500.00		1.00	1.00	$8,500.00	100.00%
				GENERAL REQUIREMENTS SUBTOTAL	$ 187,631.00				$187,631.00	100.00%

	LOBO LANE GENERAL PAVING COMPLETE									
P1.1	Preparation of Right-Of-Way	10	STA	$ 3,500.00	$ 35,000.00		10.00	10.00	$35,000.00	100.00%
P1.2	Sawcut, Removal & Disposal of Existing Concrete Pavement	4,412	SY	$ 6.00	$ 26,472.00		4412.00	4412.00	$26,472.00	100.00%
P1.3	Sawcut, Removal & Disposal of Existing Asphalt Pavement	7,100	SY	$ 4.00	$ 28,400.00		7100.00	7100.00	$28,400.00	100.00%
P1.4	Sawcut, Removal & Disposal of Existing Concrete Sidewalk	1,779	SY	$ 6.00	$ 10,674.00		1779.00	1779.00	$10,674.00	100.00%
P1.5	Unclassified Roadway Excavation	12,595	CY	$ 9.00	$ 113,355.00		12595.00	12595.00	$113,355.00	100.00%
P1.6	Compaction of All Fill Areas	4,100	CY	$ 3.00	$ 12,300.00		4000.00	4000.00	$12,000.00	97.56%
P1.7	Lime Treated Subgrade Eight (8") inches	10,600	SY	$ 3.00	$ 31,800.00		10600.00	10600.00	$31,800.00	100.00%
P1.8	Hydrated Lime (54#/Sq. Yd.)	289	TON	$ 150.00	$ 43,350.00		289.00	289.00	$43,350.00	100.00%
P1.9	Two (2") inch HMAC Type "D" Surface	680	SY	$ 10.00	$ 6,800.00		680.00	680.00	$6,800.00	100.00%
P1.10	Four (4") inch HMAC Type "B" Base	680	SY	$ 28.00	$ 19,040.00		680.00	680.00	$19,040.00	100.00%
P1.11	Nine (8") inch Reinforced Concrete Paving with Six (6") Inch I	10,600	SY	$ 39.00	$ 413,400.00		10600.00	10600.00	$413,400.00	100.00%
P1.12	Eight (8") inch Reinforced Concrete Paving for Driveways	1,010	SY	$ 39.00	$ 39,390.00		1010.00	1010.00	$39,390.00	100.00%
P1.13	Concrete-Concrete Street Header	180	LF	$ 7.00	$ 1,260.00		180.00	180.00	$1,260.00	100.00%
P1.14	Concrete-Asphalt Street Header	60	LF	$ 15.00	$ 900.00		60.00	60.00	$900.00	100.00%
P1.15	Adjustment of Existing Sanitary Sewer Manhole	1	EA	$ 300.00	$ 300.00		1.00	1.00	$300.00	100.00%
P1.16	Adjustment of Existing Water Meter Boxes	5	EA	$ 400.00	$ 2,000.00		5.00	5.00	$2,000.00	100.00%
P1.17	Adjustment of Existing Water Valve Boxes	1	EA	$ 250.00	$ 250.00		1.00	1.00	$250.00	100.00%
P2.6	Removal and Relocation of Existing Gate	1	EA	$2,200.00	$ 2,200.00		1.00	1.00	$2,200.00	100.00%
P2.10	Compaction of all Fill Areas	2,600	CY	$4.00	$ 10,400.00		2600.00	2600.00	$10,400.00	100.00%
P2.19	Reinforced Concrete Curb & Gutter	160	LF	$15.00	$ 2,400.00		160.00	160.00	$2,400.00	100.00%
				PAVING TOTAL	$ 799,691.00				$799,391.00	99.96%

	LOBO LANE STORM DRAINAGE									
S2.1	Unclassified Excavation of Drainage Channels	1	LS	$3,600.00	$3,600.00		1.00	1.00	$3,600.00	100.00%
S2.2	Unclassified Excavation of Drainage Swales	650	CY	$3.60	$2,340.00		650.00	650.00	$2,340.00	100.00%
S2.3	Twelve (12") Inch RCP	20	LF	$30.00	$600.00		20.00	20.00	$600.00	100.00%
S2.4	Eighteen (18") inch RCP	320	LF	$36.00	$11,520.00		320.00	320.00	$11,520.00	100.00%
S2.5	Twenty-One (21") inch RCP	310	LF	$40.00	$12,400.00		310.00	310.00	$12,400.00	100.00%
S2.6	Twenty-Four (24") inch RCP	315	LF	$50.00	$15,750.00		315.00	315.00	$15,750.00	100.00%
S2.7	Thirty (30") inch RCP	360	LF	$62.00	$22,320.00		360.00	360.00	$22,320.00	100.00%
S2.8	Thirty-Six (36") inch RCP	210	LF	$75.00	$15,750.00		210.00	210.00	$15,750.00	100.00%

S2.9	Ten (10') foot Standard Inlet	16	EA	$2,575.00	$41,200.00		16.00	16.00	$41,200.00	100.00%
S2.10	Ten (10') foot Recessed Inlet	8	EA	$2,745.00	$21,960.00		8.00	8.00	$21,960.00	100.00%
S2.11	Txdot 2'x2' Type 'H' Grate Inlet	12	EA	$2,300.00	$27,600.00		12.00	12.00	$27,600.00	100.00%
S2.12	Txdot 3'x3' Type 'H' Grate Inlet	2	EA	$2,400.00	$4,800.00		2.00	2.00	$4,800.00	100.00%
S2.13	Txdot Type PW-30 Wingwall for a 7'x4' RCB	1	EA	$9,500.00	$9,500.00		1.00	1.00	$9,500.00	100.00%
S2.14	Txdot Type PW-30 Wingwall for a 36" RCP	2	EA	$4,900.00	$9,800.00		2.00	2.00	$9,800.00	100.00%
S2.15	Txdot Type PW-30 Wingwall for a 18" RCP	2	EA	$3,200.00	$6,400.00		2.00	2.00	$6,400.00	100.00%
S2.16	Storm Water Treatment Structure for 24" RCP	1	EA	$6,500.00	$6,500.00		1.00	1.00	$6,500.00	100.00%
S2.17	Storm Water Treatment Structure for 18" RCP	1	EA	$6,400.00	$6,400.00		1.00	1.00	$6,400.00	100.00%
S2.18	Storm Sewer Manhole Access (Four Foot by Four Foot (4'x4')	1	EA	$2,900.00	$2,900.00		1.00	1.00	$2,900.00	100.00%
S2.19	Twelve (12") Inch Stone Rip-Rap	273	SY	$100.00	$27,300.00		273.00	273.00	$27,300.00	100.00%
S2.20	Storm Sewer Trench Excavation Protection	650	LF	$1.00	$650.00		650.00	650.00	$650.00	100.00%
S2.21	Txdot Type 'E' Pedestrian Rail with Black Powder Coating	50	LF	$165.00	$8,250.00			0.00	$0.00	0.00%
				STORM TOTAL	**$257,540.00**				**$249,290.00**	**96.80%**

	LOBO LANE SANITARY SEWER									
SS2.1	Six (6") Inch SDR 26 PVC Sanitary Sewer Pipe	30	LF	$36.00	$1,080.00		30.00	30.00	$1,080.00	100.00%
SS2.2	Eight (8") inch SDR 26 PVC Sanitary Sewer Pipe	40	LF	$36.00	$1,440.00		40.00	40.00	$1,440.00	100.00%
SS2.3	Ten (10") inch SDR 26 PVC Sanitary Sewer Pipe	20	LF	$30.00	$600.00		20.00	20.00	$600.00	100.00%
SS2.5	Six (6") Inch SDR 21 PVC Force Main	120	LF	$21.00	$2,520.00		120.00	120.00	$2,520.00	100.00%
SS2.6	Four (4') foot Diameter Standard Manhole	3	EA	$2,545.00	$7,635.00		3.00	3.00	$7,635.00	100.00%
SS2.7	Four (4') foot Diameter Standard Manhole with Raven Lining	1	EA	$4,800.00	$4,800.00		1.00	1.00	$4,800.00	100.00%
SS2.8	Remove & Disposed of Existing Manhole	4	EA	$700.00	$2,800.00		4.00	4.00	$2,800.00	100.00%
SS2.9	Remove & Disposed of Existing Sanitary Sewer Pipe	2,460	LF	$5.00	$12,300.00		2460.00	2460.00	$12,300.00	100.00%
SS2.10	Compact Ductile Iron Fittings	0.08	TON	$7,000.00	$560.00		0.08	0.08	$560.00	100.00%
SS2.11	Connect a Four (4") Inch Force Main to an Existing Four (4")	3	EA	$1,000.00	$3,000.00		3.00	3.00	$3,000.00	100.00%
SS2.12	Connect a Six (6") Inch Force Main to an Existing Six (6") Inc	1	EA	$1,000.00	$1,000.00		1.00	1.00	$1,000.00	100.00%
SS2.15	Eight Inch (8") Sanitary Sewer in Sixteen (16") inch Steel Cas	20	LF	$90.00	$1,800.00		20.00	20.00	$1,800.00	100.00%
SS2.17	Concrete Encasement - Six (6") Inch Force Main	10	LF	$100.00	$1,000.00		10.00	10.00	$1,000.00	100.00%
SS2.18	Connect Existing Short Services - Ten (10") Inch Sanitary Sev	4	EA	$1,000.00	$4,000.00		4.00	4.00	$4,000.00	100.00%
SS2.19	Connect Existing Long Services - Ten (10") Inch Sanitary Sev	1	EA	$3,200.00	$3,200.00		1.00	1.00	$3,200.00	100.00%
SS2.20	Install Marker Balls	14	EA	$75.00	$1,050.00		0.00	0.00	$0.00	0.00%
SS2.21	Sanitary Sewer Trench Excavation Protection	764	LF	$1.00	$764.00		764.00	764.00	$764.00	100.00%
				SANITARY SEWER TOTAL	**$49,549.00**				**$48,499.00**	**97.88%**

	LOBO LANE WATER									
W2.1	Six (6") inch Water Line	20	LF	$20.00	$ 400.00		20.00	20.00	$400.00	100.00%
W2.2	Eight (8") inch Water Line	110	LF	$25.00	$ 2,750.00		110.00	110.00	$2,750.00	100.00%
W2.6	Eight (8") inch Gate Valve	3	EA	$1,500.00	$ 4,500.00		3.00	3.00	$4,500.00	100.00%
W2.15	Connect to Existing Two (2") Inch Water Line	2	EA	$800.00	$ 1,600.00		2.00	2.00	$1,600.00	100.00%
W2.16	Connect to Existing Four (4") Inch Water Line	1	EA	$1,500.00	$ 1,500.00		1.00	1.00	$1,500.00	100.00%
W2.17	Connect to Existing Eight (8") Inch Water Line	1	EA	$1,500.00	$ 1,500.00		1.00	1.00	$1,500.00	100.00%
W2.18	Connect to Existing Twelve (12") Inch Water Line	1	EA	$1,000.00	$ 1,000.00		1.00	1.00	$1,000.00	100.00%
W2.19	Cut, Plug, and Abandon Existing Water Line	1	EA	$1,200.00	$ 1,200.00		1.00	1.00	$1,200.00	100.00%
W2.20	Eight Inch (8") Meter & Backflow Preventer (with vault)	1	LS	$32,000.00	$ 32,000.00		1.00	1.00	$32,000.00	100.00%
W2.21	Install Marker Balls	39	EA	$75.00	$ 2,925.00			0.00	$0.00	0.00%
W2.22	Trench Safety Plan	110	LF	$1.00	$ 110.00		110.00	110.00	$110.00	100.00%
W2.23	Remove and Salvage of Existing Fire Hydrant	4	EA	$400.00	$ 1,600.00		4.00	4.00	$1,600.00	100.00%
W2.24	Four Inch (4") Meter Vault	1	EA	$12,900.00	$ 12,900.00		1.00	1.00	$12,900.00	100.00%
W2.25	Remove Existing Water Meter & Deliver to Service Center	1	EA	$400.00	$ 400.00		1.00	1.00	$400.00	100.00%
				WATER TOTAL	**$64,385.00**				**$61,460.00**	**95.46%**

	LOBO LANE SIDEWALK									
SW2.1	Five (5") Inch Reinforced Concrete Sidewalk	4,100	SY	$48.00	$ 196,800.00		4100.00	4100.00	$196,800.00	100.00%
SW2.2	Five (5") Inch Mulch Nature Trail	275	SY	$12.00	$ 3,300.00		275.00	275.00	$3,300.00	100.00%
SW2.3	ADA Compliant Barrier Free Ramps	24	EA	$1,100.00	$ 26,400.00		24.00	24.00	$26,400.00	100.00%

				SIDEWALK TOTAL	$226,500.00				$226,500.00	100.00%
	PAVEMENT MARKING									
PM2.1	Temporary Traffic Control	1	LS	$12,500.00	$ 12,500.00		1.00	1.00	$12,500.00	100.00%
PM2.2	Traffic Signs and Stripes North of 720	1	LS	$13,500.00	$ 13,500.00		0.75	0.75	$10,125.00	75.00%
				PAVEMENT MARKING TOTAL	$26,000.00				$22,625.00	87.02%
	IRRIGATION & LANDSCAPING									
Landscaping										
LND2.1	Primary Trail Head Entry Feature	1	LS	$24,000.00	$ 24,000.00		1.00	1.00	$24,000.00	100.00%
LND2.2	Secondary Trail Head Entry Feature	1	LS	$21,000.00	$ 21,000.00		0.85	0.85	$17,850.00	85.00%
LND2.3	Fence Columns	67	EA	$1,325.00	$ 88,775.00		67.00	67.00	$88,775.00	100.00%
LND2.4	Split Rail Fence	1,951	LF	$7.85	$ 15,315.35			0.00	$0.00	0.00%
LND2.5	Bollards (Urban Accessories 'San Francisco')	3	EA	$1,530.00	$ 4,590.00		2.00	2.00	$3,060.00	66.67%
LND2.6	Benches (Landscape Forms 'Scarborough')	4	EA	$2,500.00	$ 10,000.00			0.00	$0.00	0.00%
LND2.7	Bike Racks (SARIS Wave)	3	EA	$615.00	$ 1,845.00			0.00	$0.00	0.00%
LND2.9	Four (4") Inch Caliper Tree	105	EA	$332.50	$ 34,912.50		75.00	75.00	$24,937.50	71.43%
LND2.10	Three (3") Inch Caliper Tree	252	EA	$224.50	$ 56,574.00		220.00	220.00	$49,390.00	87.30%
LND2.11	Eight (8') Foot Ht. Tree	217	EA	$199.00	$ 43,183.00		200.00	200.00	$39,800.00	92.17%
LND2.12	Shrub 7gal	460	EA	$35.70	$ 16,422.00		320.00	320.00	$11,424.00	69.57%
LND2.13	Shrub 5gal	1,156	EA	$30.60	$ 35,373.60		850.00	850.00	$26,010.00	73.53%
LND2.14	Shrub 1gal	5,615	EA	$8.15	$ 45,762.25		4100.00	4100.00	$33,415.00	73.02%
LND2.16	Bermuda Turf	13,833	SY	$2.55	$ 35,274.15		4300.00	4300.00	$10,965.00	31.09%
LND2.17	Hydromulch	37,598	SY	$0.80	$ 30,078.40		6500.00	6500.00	$5,200.00	17.29%
LND2.18	TRW Screen Wall	1	LS	$168,000.00	$ 168,000.00		0.25	0.25	$42,000.00	25.00%
Irrigation										
IR2.1	4" pop-up spray head, with nozzle and fittings and purple caps	2,208	EA	$15.80	$ 34,886.40		2208.00	2208.00	$34,886.40	100.00%
IR2.2	6" pop-up spray head, with nozzle and fittings and purple caps	248	EA	$21.40	$ 5,307.20		248.00	248.00	$5,307.20	100.00%
IR2.3	12" pop-up spray head, with nozzle and fittings and purple cap	800	EA	$25.50	$ 20,400.00		800.00	800.00	$20,400.00	100.00%
IR2.4	rotary head with nozzle and swing joint assembly and purple c	400	EA	$32.65	$ 13,060.00		400.00	400.00	$13,060.00	100.00%
IR2.5	1" electric control valve with box and tucor single station deco	7	EA	$255.00	$ 1,785.00		7.00	7.00	$1,785.00	100.00%
IR2.6	1 1/2" electric control valve with box and tucor single station d	19	EA	$280.50	$ 5,329.50		17.00	17.00	$4,768.50	89.47%
IR2.7	2" electric control valve with box and tucor single station deco	97	EA	$322.11	$ 31,244.21		93.00	93.00	$29,955.79	95.88%
IR2.8	2" Bermad Air Release Valve with valve box	4	EA	$204.21	$ 816.84		4.00	4.00	$816.84	100.00%
IR2.9	4" Kennedy cast iron "push-on" gate valve with valve box	8	EA	$697.89	$ 5,583.16		8.00	8.00	$5,583.16	100.00%
IR2.10	8" Kennedy cast iron "push-on" gate valve with valve box	15	EA	$1,449.47	$ 21,742.11		15.00	15.00	$21,742.11	100.00%
IR2.11	Tucor Flowmaster FS Series Flow Sensor with FS-IN Insert w	2	EA	$912.63	$ 1,825.26		1.00	1.00	$912.63	50.00%
IR2.12	Bermad 723 8" Master Electric valve with N.O. config. and va	2	EA	$7,328.42	$ 14,656.84		2.00	2.00	$14,656.84	100.00%
IR2.13	#33D-R quick coupling valve with 3/4" ball valve, swing joint a	50	EA	$117.89	$ 5,894.74		50.00	50.00	$5,894.74	100.00%
IR2.14	PCB-25 series pressure compensating bubbler nozzle with fitt	44	EA	$14.21	$ 625.26		44.00	44.00	$625.26	100.00%
IR2.15	PCB-10 series pressure compensating bubbler nozzle with fitt	601	EA	$14.21	$ 8,540.53		525.00	525.00	$7,460.53	87.35%
IR2.16	Automatic controller - Tucor Flowmaster Procom - 200 series	1	EA	$9,877.89	$ 9,877.89		1.00	1.00	$9,877.89	100.00%
IR2.17	Tucor "two-wire" cable	17,000	LF	$0.63	$ 10,736.84		17000.00	17000.00	$10,736.84	100.00%
IR2.18	Surge Protector Grounding Rods	43	EA	$102.11	$ 4,390.53		35.00	35.00	$3,573.68	81.40%
IR2.19	Four (4") inch O-Ring Gasket Type Irrigation Line with Gaske	10,700	LF	$3.68	$ 39,421.05		10700.00	10700.00	$39,421.05	100.00%
IR2.20	Eight (8") inch O-Ring Gasket Type Irrigation Line with Gaske	8,340	LF	$12.00	$ 100,080.00		8340.00	8340.00	$100,080.00	100.00%
IR2.21	16" sch. 40 pvc sleeve pipe	120	LF	$37.58	$ 4,509.47		120.00	120.00	$4,509.47	100.00%
IR2.22	8" sch. 40 pvc sleeve pipe	320	LF	$11.84	$ 3,789.47		320.00	320.00	$3,789.47	100.00%
IR2.23	4" sch. 40 pvc sleeve pipe	440	LF	$4.58	$ 2,014.74		440.00	440.00	$2,014.74	100.00%
IR2.24	Two and one-half (2 1/2") inch Irrigation Line with solvent wel	600	LF	$0.95	$ 568.42		600.00	600.00	$568.42	100.00%
IR2.25	Two (2") inch Irrigation Line with solvent weld fittings - Purple	2,000	LF	$0.74	$ 1,473.68		2000.00	2000.00	$1,473.68	100.00%
IR2.26	One and one-half (1 1/2") inch Irrigation Line with solvent wel	2,700	LF	$0.53	$ 1,421.05		2700.00	2700.00	$1,421.05	100.00%
IR2.27	One and one-fourth (1 1/4") inch Irrigation Line with solvent w	8,000	LF	$0.42	$ 3,368.42		8000.00	8000.00	$3,368.42	100.00%
IR2.28	One (1") inch Irrigation Line with solvent weld fittings - Purple	18,900	LF	$0.26	$ 4,973.68		18900.00	18900.00	$4,973.68	100.00%
IR2.29	Three-quarter (3/4") inch Irrigation Line with solvent weld fittin	20,100	LF	$0.21	$ 4,231.58		20100.00	20100.00	$4,231.58	100.00%
IR2.30	One-half (1/2") inch Irrigation Line with solvent weld fittings -	30,800	LF	$0.16	$ 4,863.16		28750.00	28750.00	$4,539.47	93.34%

IR2.31	Trench and Backfill	82,460	LF	$0.26	$ 21,700.00		75040.00	75040.00	$19,747.37	91.00%
IR2.33	Electrical connection to Irrigation Controller	1	EA	$2,550.00	$ 2,550.00			0.00	$0.00	0.00%
				LANDSCAPING AND IRRIGTION TOTAL	**$1,022,772.30**				**$759,008.34**	**74.21%**
	ELECTRICAL									
LIG2.1	205 CDM + 150PSMH Street Lighting Assembly	76	EA	$8,200.00	$ 623,200.00		76	76	$623,200.00	100.00%
LIG2.2	205 CDM Street Lighting Assembly	1	EA	$5,661.00	$ 5,661.00		1	1	$5,661.00	100.00%
LIG2.3	Twin head 205 CDM Street Lighting Assembly	12	EA	$8,007.00	$ 96,084.00		12	12	$96,084.00	100.00%
LIG2.4	Twin 250 PSMH Flood Lighting Assembly	2	EA	$4,915.00	$ 9,830.00		2	2	$9,830.00	100.00%
LIG2.5	Quad 250 PSMH Flood Lighting Assembly	1	EA	$6,579.00	$ 6,579.00		1	1	$6,579.00	100.00%
LIG2.6	Two (2") inch Conduit with #10 Cable	9,424	LF	$7.65	$ 72,093.60		9268	9268	$70,900.20	98.34%
LIG2.7	Two (2") inch Conduit with #8 Cable	10,855	LF	$7.65	$ 83,040.75		10855	10855	$83,040.75	100.00%
LIG2.8	Pull Boxes	100	EA	$102.00	$ 10,200.00		100	100	$10,200.00	100.00%
LIG2.9	Lighting Controls	2	EA	$6,120.00	$ 12,240.00		2	2	$12,240.00	100.00%
LIG2.10	Panelboards	4	EA	$5,100.00	$ 20,400.00		4	4	$20,400.00	100.00%
LIG2.11	Electrical Service for Street Lighting	1	LS	$10,200.00	$ 10,200.00		1	1	$10,200.00	100.00%
LIG2.12	Electrical Service for Camp Sites	1	LS	$10,200.00	$ 10,200.00		1	1	$10,200.00	100.00%
				ELECTRICAL TOTAL	**$959,728.35**				**$958,534.95**	**99.88%**
	COMMUNITY CENTER PUNCH LIST									
PO1.1	Punchlist complete dated 8.25.2011 by G&A	1	LS	$ 11,150.00	$ 11,150.00		1	1	$11,150.00	100.00%
				COMMUNITY CENTER PUNCH LIST ITEMS	**$ 11,150.00**			0	**$11,150.00**	**100.00%**
	ANIMAL SHELTER									
PO2.1	Punchlist complete dated 8.5.2011 by Pogue	1	LS	$ 9,500.00	$ 9,500.00		1	1	$9,500.00	100.00%
				ANIMAL SHELTER PUNCH LIST ITEMS	**$ 9,500.00**				**$9,500.00**	**100.00%**
	FM423 PUNCH LIST									
PO3.1	Test Waterline	180	LF	$ 1.00	$ 180.00		180	180	$180.00	100.00%
PO3.2	Tv Sewer Line	1890	LF	$ 2.00	$ 3,780.00		1890	1890	$3,780.00	100.00%
PO3.3	Air Test And Mandrel Manholes	9	EA	$ 300.00	$ 2,700.00		9	9	$2,700.00	100.00%
PO3.4	Markers For Valves And Manholes	12	EA	$ 150.00	$ 1,800.00		12	12	$1,800.00	100.00%
PO3.5	General Cleanup	1	LS	$ 4,100.00	$ 4,100.00		1	1	$4,100.00	100.00%
PO3.6	Re-Work Manhole For Positive Drainage	1	LS	$ 1,400.00	$ 1,400.00		1	1	$1,400.00	100.00%
PO3.7	Grout Manhole @ 0+00	1	LS	$ 225.00	$ 225.00		1	1	$225.00	100.00%
PO3.8	Verify Manhole @ 2+00	1	LS	$ 1,400.00	$ 1,400.00		1	1	$1,400.00	100.00%
PO3.9	Reinstall Manhole 2+00	1	LS	$ 4,900.00	$ 4,900.00		1	1	$4,900.00	100.00%
PO3.10	Bolt Down Manholes	3	EA	$ 650.00	$ 1,950.00		3	3	$1,950.00	100.00%
PO3.11	Remove Debris Manhole 17+00	1	LS	$ 250.00	$ 250.00		1	1	$250.00	100.00%
PO3.12	Hydromulch And Water	1416	LF	$ 7.00	$ 9,912.00		1416	1416	$9,912.00	100.00%
				FM423 PUNCH LIST ITEMS	**$ 32,597.00**				**$32,597.00**	**100.00%**
	LAKESIDE LANE PUNCH LIST									
PO4.1	Private Property Repair	1	LS	$ 4,200.00	$ 4,200.00		1	1	$4,200.00	100.00%
PO4.2	Remove And Replace Handicap Ramp	1	EA	$ 1,500.00	$ 1,500.00		1	1	$1,500.00	100.00%
PO4.3	Landscape And Irrigation Repairs	1	LS	$ 3,600.00	$ 3,600.00		1	1	$3,600.00	100.00%
PO4.4	Pavement Repairs And Sealant	1	LS	$ 3,100.00	$ 3,100.00		1	1	$3,100.00	100.00%
PO4.5	Grading And Cleaning	1	LS	$ 2,900.00	$ 2,900.00		1	1	$2,900.00	100.00%
				LAKESIDE PUNCH LIST ITEMS	**$ 15,300.00**				**$15,300.00**	**100.00%**
	PUBLIC SAFETY CENTER PUNCH LIST									
PO5.1	Drainage And Erosion Repair (Fence R/Reinstall@Inlet)	1	LS	$ 5,200.00	$ 5,200.00		1	1	$5,200.00	100.00%
PO5.2	Backfill Curbs, Inlets And Areas Of Disturbance	1	LS	$ 5,975.00	$ 5,975.00		1	1	$5,975.00	100.00%
PO5.3	Sod Re-Establishment And Watering	1	LS	$ 5,250.00	$ 5,250.00		1	1	$5,250.00	100.00%
PO5.4	Fine Grading And Spoils Removal	1	LS	$ 5,900.00	$ 5,900.00		1	1	$5,900.00	100.00%
PO5.5	Erosion Control	1	LS	$ 3,500.00	$ 3,500.00		1	1	$3,500.00	100.00%

PO5.6	Striping For Fire Lane	1	LS	$ 3,200.00	$ 3,200.00		1	1	$3,200.00	100.00%
PO5.7	Storm Inlet Apron, Grouting And Cleaning	1	LS	$ 4,100.00	$ 4,100.00		1	1	$4,100.00	100.00%
PO5.8	Install Curb	1	LS	$ 1,200.00	$ 1,200.00		1	1	$1,200.00	100.00%
PO5.9	Pavement Leave Out Repair And Sawcut	1	LS	$ 4,800.00	$ 4,800.00		1	1	$4,800.00	100.00%
PO5.10	Hydrant Markers, Paint And Splash Pads	1	LS	$ 3,700.00	$ 3,700.00		1	1	$3,700.00	100.00%
	PUBLIC SAFETY CENTER PUNCH LIST				**$ 42,825.00**				**$42,825.00**	**100.00%**
	Project Total Less Contingency				**$ 3,705,168.65**		**Total Value Completed**		**$3,424,311.29**	

LITTLE ELM

ATTACHMENT "B"
PAYMENT APPLICATION
TABULATION OF VALUES FOR APPROVED CHANGE ORDERS

PROJECT:	Lobo Lane Reconstruction Tender
OWNER:	Town of Little Elm, Texas
CONTRACTOR:	Quality Excavation
ENGINEER:	Cobb Fendley

PROJECT NUMBER 870-87-55

PAYMENT PERIOD FROM: 1-Feb-12 **TO** 28-Feb-12 **PAYMENT APPLICATION #** 7

ITEM NO.	DESCRIPTION OF ITEM	CHANGE ORDER QUANTITY-PM	UNIT OF MEASURE	UNIT PRICE	TOTAL CONTRACT AMOUNT	QUANTITY THIS ESTIMATE	WORK COMPLETED FROM PREVIOUS ESTIMATE	BALANCE OF MATERIALS ON HAND	TOTAL VALUE OF WORK COMPLETED	% OF WORK COMPLETE
	SOCCERFIELD PART 2									
E.1	Electrical for Soccer Field	1	LS	$200,000.00	$200,000.00		0.99		$198,000.00	99.00%
S.1	18" rcp	539	LF	$36.00	$19,404.00		539		$19,404.00	100.00%
S.2	2x2 H Inlet	3	EA	$950.00	$2,850.00		3		$2,850.00	100.00%
S.3	Connect to Exist Storm	2	EA	$400.00	$800.00		2		$800.00	100.00%
S.4	Excavation	1200	SY	$4.00	$4,800.00		1200		$4,800.00	100.00%
S.5	Hydromulch	9884	SY	$0.75	$7,413.00		2500		$1,875.00	25.29%
M.1	Bond and Prep	1	LS	$400.00	$400.00		1		$400.00	100.00%
E.2	Twin Head LED	2	EA	$8,500.00	$17,000.00		2		$17,000.00	100.00%
E.3	Twin Head Luminary Replacement	3	EA	$2,200.00	$6,600.00		3		$6,600.00	100.00%
	Streets and Maintenance									
P.1	Excavation 10" Depth	5358	SY	$10.50	$56,259.00		5358		$56,259.00	100.00%
P.2	Lime @ 40# per SY	110	TN	$30.00	$3,300.00		110		$3,300.00	100.00%
P.3	7" Flex Base	1613	TN	$17.00	$27,421.00		1613		$27,421.00	100.00%
P.4	Geogrid Installation	5358	SY	$3.40	$18,217.20		5358		$18,217.20	100.00%
P.5	3" Asphalt	910	TN	$65.00	$59,150.00		910		$59,150.00	100.00%
P.6	Sidewalk Removal and Replacement	1655	SY	$45.25	$74,888.75		1655		$74,888.75	100.00%
P.7	Sod Allowance	1	LS	$3,200.00	$3,200.00		1		$3,200.00	100.00%
P.8	Crack Sealing	43000	LF	$0.50	$21,500.00				$0.00	0.00%
P.9	Street Maintenance Contingency	1	LS	$50,000.00	$50,000.00				$0.00	0.00%
	Sequoia Turn Lane									
P.1	Mobilization	1	LS	$3,000.00	$3,000.00		1		$3,000.00	100.00%
P.2	8" Excavation and Flex Base	175	SY	$29.00	$5,075.00		175		$5,075.00	100.00%
P.3	6" 3500 Concrete	175	SY	$36.00	$6,300.00		175		$6,300.00	100.00%
P.4	Stamped Concrete	12	SY	$120.00	$1,440.00		12		$1,440.00	100.00%
P.5	Traffic Control	1	LS	$2,000.00	$2,000.00		1		$2,000.00	100.00%
P.6	Demolition	1	LS	$2,300.00	$2,300.00		1		$2,300.00	100.00%
P.7	Erosion Control and Sodding	100	SY	$18.00	$1,800.00		100		$1,800.00	100.00%
	Saddle Horn Turn Lane									
P.1	Mobilization	1	LS	$1,500.00	$1,500.00		1		$1,500.00	100.00%
P.2	8" Excavation and Flex Base	200	SY	$29.00	$5,800.00		200		$5,800.00	100.00%
P.3	6" 3500 Concrete	200	SY	$36.00	$7,200.00		200		$7,200.00	100.00%
P.4	Stamped Concrete	12	SY	$120.00	$1,440.00				$0.00	0.00%
P.5	Traffic Control	1	LS	$1,200.00	$1,200.00		1		$1,200.00	100.00%
P.6	Demolition	1	LS	$1,200.00	$1,200.00		1		$1,200.00	100.00%

P.7	Erosion Control and Sodding	65	SY	$18.00	$1,170.00		65		$1,170.00	100.00%
	Smotherman Concrete Improvements									
P.1	Right of Way Preparation	7	STA	$684.00	$4,788.00		7		$4,788.00	100.00%
P.2	Excavation	2180	CY	$5.75	$12,535.00		2180		$12,535.00	100.00%
P.3	Removal/Disposal Existing Asphalt	2630	SY	$3.00	$7,890.00		2630		$7,890.00	100.00%
P.4	8" Reinforced Concrete Pavement	4118	SY	$36.00	$148,248.00		4118		$148,248.00	100.00%
P.5	Remove Existing Pipe Culvert	90	LF	$7.00	$630.00		90		$630.00	100.00%
P.6	Hydromulch	2200	SY	$0.50	$1,100.00		2200		$1,100.00	100.00%
P.7	8" Flexbase	4534	SY	$13.00	$58,942.00		4534		$58,942.00	100.00%
P.8	Silt Fence	1110	LF	$1.25	$1,387.50		1110		$1,387.50	100.00%
P.9	Inlet Protection	4	LS	$154.25	$617.00		4		$617.00	100.00%
S.1	18" rcp	86	LF	$36.00	$3,096.00		86		$3,096.00	100.00%
S.2	30" rcp	448	LF	$70.00	$31,360.00		448		$31,360.00	100.00%
S.3	36" rcp	123	LF	$80.00	$9,840.00		123		$9,840.00	100.00%
S.4	8' Curb inlet	2	EA	$3,200.00	$6,400.00		2		$6,400.00	100.00%
S.5	10' Curb inlet	2	EA	$3,300.00	$6,600.00		2		$6,600.00	100.00%
S.6	Storm Manhole	1	EA	$3,600.00	$3,600.00		1		$3,600.00	100.00%
S.7	Trench Safety	938	LF	$1.00	$938.00		938		$938.00	100.00%
S.8	Austin Road Tie In	1	LS	$22,524.55	$22,524.55		1		$22,524.55	100.00%
PM1-P.2	Excavation	37	CY	$5.75	$212.75		37		$212.75	100.00%
PM1-P.4	8" Reinforced Concrete Pavement	171	SY	$36.00	$6,156.00		171		$6,156.00	100.00%
PM1-P.7	8" Flexbase	171	SY	$13.00	$2,223.00		171		$2,223.00	100.00%
PM1-S.2	30" rcp	16	LF	$70.00	$1,120.00		16		$1,120.00	100.00%
PM1-1	Waterline Lowering	1	EA	$3,400.00	$3,400.00		1		$3,400.00	100.00%
PM1-2	Street Header	37	LF	$7.00	$259.00		37		$259.00	100.00%
M.1	Contingency Balance	1	LS	$1,629.25	$1,629.25				$0.00	0.00%
	Rec Center Addition									
D.1	Connect to Exist Storm	1	EA	$1,050.00	$1,050.00		1		$1,050.00	100.00%
D.2	12" SDR35	190	LF	$19.00	$3,610.00		190		$3,610.00	100.00%
D.3	2' Grate Inlet	1	EA	$650.00	$650.00		1		$650.00	100.00%
D.4	Erosion and Grading	1	EA	$2,650.00	$2,650.00		1		$2,650.00	100.00%
D.5	Mobilization	1	LS	$300.00	$300.00		1		$300.00	100.00%
	Cottonwood Park Enclosure Wall									
TRW.1	TRW Allowance 2x2x8	1	LS	$35,515.00	$35,515.00				$0.00	0.00%
	Main Street Fence & Addition									
M.1	Mobilization	1	LS	$850.00	$850.00		1		$850.00	100.00%
M.2	Split Rail Cedar Fence	590	LF	$7.50	$4,425.00				$0.00	0.00%
M.3	16' Gate with Logo	1	EA	$1,050.00	$1,050.00		1		$1,050.00	100.00%
M.4	Sidewalk Bollard	2	EA	$1,900.00	$3,800.00				$0.00	0.00%
M.5	Brick Columns	20	EA	$1,100.00	$22,000.00		20		$22,000.00	100.00%
M.6	Sod Repair	1	LS	$136.00	$136.00		1		$136.00	100.00%
M.7	4' Retaining Wall	180	LF	$20.00	$3,600.00		180		$3,600.00	100.00%
	Festival Lights PH-I									
ELEC	Phase - I Conduit	1	LS	$87,650.00	$87,650.00		0.9		$78,885.00	90.00%
	Coserve OH Electrical Removal									
COSERV	Allowance For Removal	1	LS	$41,142.01	$41,142.01 $0.00		1		$41,142.01	100.00%
TOTAL FOR PAGE / PROJECT					$1,158,552.01				$1,023,939.76	$0.00

ATTACHMENT "C"
PAYMENT REQUEST
TABULATION OF VALUES FOR MATERIALS ON HAND

PROJECT:	**Lobo Lane Reconstruction Tender**	**PROJECT NUMBER**
OWNER:	**Town of Little Elm, Texas**	**870-87-55**
CONTRACTOR:	**Quality Excavation**	
ENGINEER:	**Cobb Fendley**	

PAYMENT PERIOD FROM: 1-Feb-12 **TO** 28-Feb-12 **PAYMENT APPLICATION #** 7

ATTACHMENT "A" OR "B" ITEM NO.	TOTAL SCHEDULED VALUE	NAME OF SUPPLIER	INVOICE NO.	TOTAL INVOICE AMOUNT THIS ESTIMATE	TOTAL STORED MATERIAL AT LAST PAY ESTIMATE	AMOUNT INSTALLED TO DATE	BALANCE OF MATERIALS ON HAND
A	$ 539,375.99	Crawford Electrical	S000732802	$ 539,375.99	$ 385,123.00	$ 539,375.99	$ -
TOTAL FOR PAGE / PROJECT							$ -

LITTLE ELM

ATTACHMENT "D"
PAYMENT APPLICATION
PROJECT SUMMARY

PROJECT:	**Lobo Lane Reconstruction Tender**	**PROJECT NUMBER**	
OWNER:	**Town of Little Elm, Texas**	**870-87-55**	
CONTRACTOR:	**Quality Excavation**		
ENGINEER:	**Cobb Fendley**		

PAYMENT PERIOD FROM: 1-Feb-12 **TO** 28-Feb-12 **Payment Application #:** 7

CONTRACT TIME SUMMARY

Date of Notice to Proceed	9/1/2011	
Original Contract Duration	210	Days
Original Date of Contract Substantial Completion	4/14/2012	
Original Date of Contract Final Completion	5/12/2012	
Approved Time Extensions	30	Days
Current Contract Duration	240	Days
Current Date of Contract Substantial Completion	4/14/2012	
Current Date of Contract Final Completion	5/12/2012	
Days Charged to Project to Date	177	Days
Days Remaining in Contract	63	Days
Percent of Current Project Duration	73.75%	
Current Scheduled Completion Date	4/14/2012	
Project is (Ahead/Behind) Schedule	on	

CONTRACT COST SUMMARY

Original Contract Amount	$	3,804,792.65
Approved Change Orders	$	1,158,552.01
Current Contract Amount	$	4,963,344.66
Contract Earnings to Date on Original Contract	$	4,448,251.05
Earnings on Approve Change Orders	$	1,023,939.76
Materials on Hand	$	-
Total Current Project Amount Earned	$	4,448,251.05
Percent of Contract Earned to Date		89.62%
Retainage	$	222,412.55
Amount Paid to Date	$	4,225,838.94
Percent of Contract Paid to Date		85.14%

TOWN OF LITTLE ELM

Town Council

Staff Report

PROJECT:	12-FP-001 Paloma Creek South, Phase 7A
HEARING DATES:	Planning & Zoning Commission: 03/15/12 **Town Council 03/20/12**
REQUEST:	Proposal to final plat 48 residential lots
PROPOSED USE:	Single Family Residential
LOCATION:	The property is generally located along the eastern portion of Paloma Creek Boulevard in Paloma Creek South.
SIZE:	Approximately 8.384 acres
CURRENT ZONING:	ETJ
EXISTING USE / SITE ATTRIBUTES:	Undeveloped
APPLICANT:	Petitt Barraza, LLC
PROPERTY OWNER:	Multiple Property Owners
PLANNING ANALYSIS:	The applicant has completed Staff's requested revisions on the Final Plat. The proposed plat is in compliance with the Town of Little Elm's subdivision regulations.
RECOMMENDED ACTION:	Staff recommends approval of the Final Plat, subject to review of the civil plans. On March 15, 2012, the Planning and Zoning Commission unanimously recommended approval of the proposed final plat.
TOWN CONTACT:	Dusty McAfee, AICP - Planning Manager
ATTACHMENTS:	Location Map Final Plat



LITTLE ELM

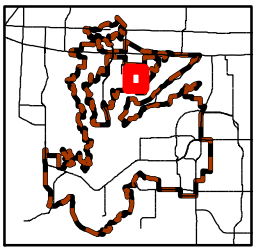
Location Map

Town of Little Elm
Denton County, Tx
Date: 2/23/2012

0 195 390
Feet

Legend

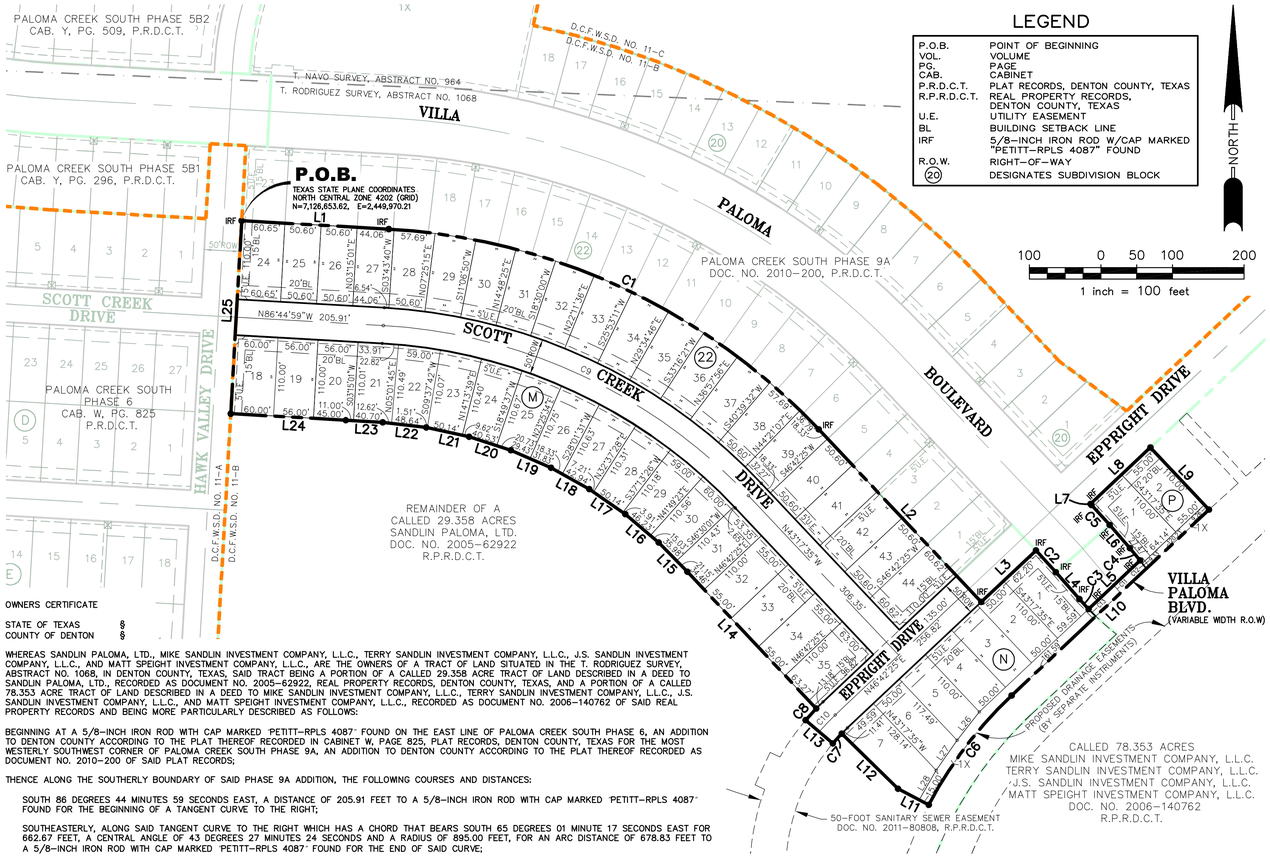
- Roads
- Subject Property
- Parcels
- ETJ_Parcels
- Town Limits



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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.



LEGEND

P.O.B.	POINT OF BEGINNING
VOL.	VOLUME
PG.	PAGE
CAB.	CABINET
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
U.E.	UTILITY EASEMENT
BL.	BUILDING SETBACK LINE
IRF	5/8-INCH IRON ROD W/CAP MARKED "PETITT-RPLS 4087" FOUND
R.O.W.	RIGHT-OF-WAY
(20)	DESIGNATES SUBDIVISION BLOCK

OWNERS CERTIFICATE

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS SANDLIN PALOMA, LTD., MIKE SANDLIN INVESTMENT COMPANY, L.L.C., TERRY SANDLIN INVESTMENT COMPANY, L.L.C., J.S. SANDLIN INVESTMENT COMPANY, L.L.C., AND MATT SPEIGHT INVESTMENT COMPANY, L.L.C., ARE THE OWNERS OF A TRACT OF LAND SITUATED IN THE T. RODRIGUEZ SURVEY, ABSTRACT NO. 1068, IN DENTON COUNTY, TEXAS, SAID TRACT BEING A PORTION OF A CALLED 29.358 ACRE TRACT OF LAND DESCRIBED IN A DEED TO SANDLIN PALOMA, LTD., RECORDED AS DOCUMENT NO. 2005-62922, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, AND A PORTION OF A CALLED 78.353 ACRE TRACT OF LAND DESCRIBED IN A DEED TO MIKE SANDLIN INVESTMENT COMPANY, L.L.C., TERRY SANDLIN INVESTMENT COMPANY, L.L.C., J.S. SANDLIN INVESTMENT COMPANY, L.L.C., AND MATT SPEIGHT INVESTMENT COMPANY, L.L.C., RECORDED AS DOCUMENT NO. 2006-140762 OF SAID REAL PROPERTY RECORDS 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 6, AN ADDITION TO DENTON COUNTY ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET W, PAGE 825, PLAT RECORDS, DENTON COUNTY, TEXAS FOR THE MOST WESTERLY SOUTHWEST 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 SOUTHERLY BOUNDARY OF SAID PHASE 9A ADDITION, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 86 DEGREES 44 MINUTES 59 SECONDS EAST, A DISTANCE OF 205.91 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;

SOUTHEASTERLY, ALONG SAID TANGENT CURVE TO THE RIGHT WHICH HAS A CHORD THAT BEARS SOUTH 65 DEGREES 01 MINUTE 17 SECONDS EAST FOR 662.67 FEET, A CENTRAL ANGLE OF 43 DEGREES 27 MINUTES 24 SECONDS AND A RADIUS OF 895.00 FEET, FOR AN ARC DISTANCE OF 678.83 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE END OF SAID CURVE;

SOUTH 43 DEGREES 17 MINUTES 35 SECONDS EAST, A DISTANCE OF 331.35 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

NORTH 46 DEGREES 42 MINUTES 25 SECONDS EAST, A DISTANCE OF 104.97 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 RIGHT;

SOUTHEASTERLY, ALONG SAID NON-TANGENT CURVE TO THE RIGHT WHICH HAS A CHORD THAT BEARS SOUTH 42 DEGREES 28 MINUTES 40 SECONDS EAST FOR 41.14 FEET, A CENTRAL ANGLE OF 02 DEGREES 28 MINUTES 53 SECONDS AND A RADIUS OF 950.00 FEET, FOR AN ARC DISTANCE OF 41.14 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE END OF SAID CURVE;

SOUTH 41 DEGREES 14 MINUTES 12 SECONDS EAST, A DISTANCE OF 49.96 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;

SOUTHEASTERLY, ALONG SAID TANGENT CURVE TO THE LEFT WHICH HAS A CHORD THAT BEARS SOUTH 42 DEGREES 35 MINUTES 36 SECONDS EAST FOR 18.94 FEET, A CENTRAL ANGLE OF 02 DEGREES 42 MINUTES 47 SECONDS AND A RADIUS OF 400.00 FEET, FOR AN ARC DISTANCE OF 18.94 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE END OF SAID CURVE AT THE MOST SOUTHERLY CORNER OF SAID PHASE 9A ADDITION;

NORTH 46 DEGREES 42 MINUTES 25 SECONDS EAST, A DISTANCE OF 98.98 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND OR 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 39 DEGREES 37 MINUTES 44 SECONDS WEST FOR 22.45 FEET, A CENTRAL ANGLE OF 03 DEGREES 12 MINUTES 56 SECONDS AND A RADIUS OF 400.00 FEET, FOR AN ARC DISTANCE OF 22.45 FEET TO A TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE END OF SAID CURVE;

NORTH 41 DEGREES 14 MINUTES 12 SECONDS WEST, A DISTANCE OF 42.90 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;

NORTHWESTERLY, ALONG SAID TANGENT CURVE TO THE LEFT WHICH HAS A CHORD THAT BEARS NORTH 42 DEGREES 15 MINUTES 54 SECONDS WEST FOR 37.68 FEET, A CENTRAL ANGLE OF 02 DEGREES 03 MINUTES 22 SECONDS AND A RADIUS OF 1,050.00 FEET, FOR AN ARC DISTANCE OF 37.68 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE END OF SAID CURVE;

NORTH 43 DEGREES 15 MINUTES 47 SECONDS WEST, A DISTANCE OF 2.05 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

NORTH 46 DEGREES 42 MINUTES 25 SECONDS EAST, A DISTANCE OF 115.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

THENCE OVER AND ACROSS SAID 78.353 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 43 DEGREES 17 MINUTES 35 SECONDS EAST, A DISTANCE OF 119.26 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

SOUTH 46 DEGREES 42 MINUTES 25 SECONDS WEST, PASSING THE COMMON LINE BETWEEN SAID 78.353 ACRE TRACT AND SAID 29.358 ACRE TRACT AT 217.22 FEET AND CONTINUING FOR A TOTAL DISTANCE OF 378.80 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;

THENCE OVER AND ACROSS SAID 29.358 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTHWESTERLY, ALONG SAID TANGENT CURVE TO THE LEFT WHICH HAS A CHORD THAT BEARS SOUTH 37 DEGREES 09 MINUTES 53 SECONDS WEST FOR 191.64 FEET, A CENTRAL ANGLE OF 19 DEGREES 05 MINUTES 05 SECONDS AND A RADIUS OF 578.00 FEET, FOR AN ARC DISTANCE OF 192.53 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR THE END OF SAID CURVE;

NORTH 62 DEGREES 22 MINUTES 39 SECONDS WEST, A DISTANCE OF 48.56 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

NORTH 45 DEGREES 40 MINUTES 15 SECONDS WEST, A DISTANCE OF 110.00 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;

SOUTHWESTERLY, ALONG SAID NON-TANGENT CURVE TO THE LEFT WHICH HAS A CHORD THAT BEARS SOUTH 42 DEGREES 25 MINUTES 09 SECONDS WEST FOR 18.33 FEET, A CENTRAL ANGLE OF 03 DEGREES 49 MINUTES 11 SECONDS AND A RADIUS OF 275.00 FEET, FOR AN ARC DISTANCE OF 18.33 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR THE END OF SAID CURVE;

NORTH 49 DEGREES 29 MINUTES 26 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 RIGHT;

NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE TO THE RIGHT WHICH HAS A CHORD THAT BEARS NORTH 42 DEGREES 26 MINUTES 46 SECONDS EAST FOR 21.97 FEET, A CENTRAL ANGLE OF 03 DEGREES 52 MINUTES 25 SECONDS AND A RADIUS OF 325.00 FEET, FOR AN ARC DISTANCE OF 21.97 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR THE END OF SAID CURVE;

NORTH 43 DEGREES 17 MINUTES 35 SECONDS WEST, A DISTANCE OF 262.72 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

NORTH 44 DEGREES 28 MINUTES 00 SECONDS WEST, A DISTANCE OF 57.13 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

NORTH 49 DEGREES 36 MINUTES 31 SECONDS WEST, A DISTANCE OF 61.26 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

NORTH 55 DEGREES 13 MINUTES 37 SECONDS WEST, A DISTANCE OF 61.26 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

NORTH 60 DEGREES 50 MINUTES 43 SECONDS WEST, A DISTANCE OF 61.26 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

NORTH 66 DEGREES 27 MINUTES 49 SECONDS WEST, A DISTANCE OF 61.26 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

NORTH 72 DEGREES 04 MINUTES 55 SECONDS WEST, A DISTANCE OF 61.26 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

NORTH 77 DEGREES 42 MINUTES 01 SECOND WEST, A DISTANCE OF 61.26 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

NORTH 83 DEGREES 19 MINUTES 07 SECONDS WEST, A DISTANCE OF 61.26 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

NORTH 86 DEGREES 42 MINUTES 32 SECONDS WEST, A DISTANCE OF 51.70 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

NORTH 86 DEGREES 44 MINUTES 59 SECONDS WEST, A DISTANCE OF 161.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER ON THE EAST LINE OF SAID PHASE 6 ADDITION;

THENCE NORTH 03 DEGREES 15 MINUTES 01 SECOND EAST, ALONG SAID EAST LINE, A DISTANCE OF 270.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 365,222 SQUARE FEET, OR 8.384 ACRES OF LAND, MORE OR LESS.

OWNER: MATT SPEIGHT
MATT SPEIGHT INVESTMENT COMPANY, LLC
5137 DAVIS BLVD.
FORT WORTH, TX 76180
PHONE (817) 281-3509

DEDICATION STATEMENT

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, SANDLIN PALOMA, LTD., MIKE SANDLIN INVESTMENT COMPANY, LLC, TERRY SANDLIN INVESTMENT COMPANY, LLC, J.S. SANDLIN INVESTMENT COMPANY, LLC, and MATT SPEIGHT INVESTMENT COMPANY, LLC, EACH ACTING HEREIN BY AND THROUGH THEIR DULY AUTHORIZED OFFICERS, DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED PROPERTY AS PALOMA CREEK SOUTH PHASE 7A, AN ADDITION TO DENTON COUNTY, TEXAS, AND DO HEREBY DEDICATE TO DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 11-B (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-B, 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 IT'S 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 ON 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 UNTO 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.

SANDLIN PALOMA, LTD.,
A TEXAS LIMITED PARTNERSHIP

BY: SANDLIN PALOMA GP, L.L.C.,
A TEXAS LIMITED LIABILITY COMPANY,
ITS GENERAL PARTNER

BY: _____
SCOTT SANDLIN, MANAGER

WITNESS MY HAND THIS ____ DAY OF _____, 2012.

MIKE SANDLIN INVESTMENT COMPANY, L.L.C.,
A TEXAS LIMITED LIABILITY COMPANY

_____
MIKE SANDLIN, MANAGER

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 SCOTT SANDLIN, THE MANAGER OF SANDLIN PALOMA GP, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER OF SANDLIN PALOMA, LTD., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID LIMITED LIABILITY COMPANY; MIKE SANDLIN, THE MANAGER OF MIKE SANDLIN INVESTMENT COMPANY, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY; TERRY SANDLIN, THE MANAGER OF TERRY SANDLIN INVESTMENT COMPANY, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY; SCOTT SANDLIN, THE MANAGER OF J.S. SANDLIN INVESTMENT COMPANY, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY; AND MATT SPEIGHT, THE MANAGER OF MATT SPEIGHT INVESTMENT COMPANY, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY, 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.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, **BRIAN R. WADE**, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE LAND DESCRIBED HEREON, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY FOUND OR PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE "DENTON COUNTY SUBDIVISION RULES AND REGULATIONS."

PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

_____
BRIAN R. WADE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6098

NOTES:

1. WATER SERVICE TO BE PROVIDED BY DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 11-B
2. UTILITY PROVIDERS:
   (1) ELECTRIC & GAS SERVICE: COSERV
   7701 SOUTH STEMMONS, CORINTH, TEXAS 75065
   PHONE: 1-800-274-4014
   (2) TELEPHONE SERVICE: AT&T
   2301 RIDGEVIEW DRIVE, PLANO, TEXAS 75025
   PHONE: (972) 569-3084
3. SANITARY SEWER TO BE HANDLED BY FACILITIES APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
4. 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-B. APPROVAL OF THIS PLAT BY DENTON COUNTY DOES NOT CONSTITUTE ACCEPTANCE OF SAME FOR MAINTENANCE PURPOSES.
5. 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-B UNLESS OTHERWISE NOTED.
6. 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.
7. ALL CORNERS ARE 5/8-INCH IRON ROD WITH CAPS MARKED "PETITT-RPLS 4087" SET, UNLESS OTHERWISE NOTED.
8. PROPOSED SITE IS WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE TOWN OF LITTLE ELM.
9. BEARINGS ARE BASED ON A CALL OF SOUTH 03 DEGREES 15 MINUTES 01 SECOND WEST ALONG THE EAST LINE OF PALOMA CREEK SOUTH PHASE 6, AN ADDITION TO DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET W, PAGE 825, PLAT RECORDS, DENTON COUNTY, TEXAS.
10. PRIVATE COMMON AREAS AND FACILITIES – THE TOWN OF LITTLE ELM SHALL NOT BE HELD RESPONSIBLE FOR THE CONSTRUCTION, MAINTENANCE OR OPERATION OF ANY LOTS CONTAINING PRIVATE COMMON AREAS OR FACILITIES IDENTIFIED AS SUCH ON THIS PLAT. SAID AREAS SHALL INCLUDE, BUT NOT BE LIMITED TO: PRIVATE STREETS, EMERGENCY ACCESS EASEMENTS, AND GATED SECURITY ENTRANCES; RECREATION AREAS, LANDSCAPED AREAS AND OPEN SPACES; WATER AND WASTEWATER DISTRIBUTION SYSTEMS AND TREATMENT FACILITIES; AND RECREATION/CLUBHOUSE/ EXERCISE/ BUILDINGS AND FACILITIES. THE LAND OWNERS AND SUBSEQUENT OWNERS OF THE LOTS AND PARCELS IN THIS SUBDIVISION, ACTING JOINTLY AND SEVERALLY AS A LAND OWNERS ASSOCIATION, SHALL BE RESPONSIBLE FOR SUCH CONSTRUCTION, RECONSTRUCTION, MAINTENANCE AND OPERATION OF THE SUBDIVISION'S PRIVATE COMMON AREAS AND FACILITIES, AND SHALL AGREE TO INDEMNIFY AND HOLD HARMLESS THE TOWN OF LITTLE ELM, TEXAS, FROM ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF, OR RESULTING FROM THE PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS ASSOCIATION, AS SET FORTH HEREIN.
11. THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES AND THE APPLICANT SHOULD CONTACT THE TOWN REGARDING ANY APPLICABLE FEES DUE.
12. 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.
13. THIS PLAT DOES NOT ALTER OR REMOVE EXISTING DEED RESTRICTIONS, IF ANY, ON THIS PROPERTY.

OWNER: SCOTT SANDLIN
J.S. SANDLIN INVESTMENT COMPANY, LLC
PRESIDENT~ SANDLIN PALOMA, LTD.
5137 DAVIS BLVD.
FORT WORTH, TX 76180
PHONE (817) 281-3509

OWNER: TERRY SANDLIN
TERRY SANDLIN INVESTMENT COMPANY, LLC
5137 DAVIS BLVD.
FORT WORTH, TX 76180
PHONE (817) 281-3509

OWNER: MIKE SANDLIN
MIKE SANDLIN INVESTMENT COMPANY, LLC
5137 DAVIS BLVD.
FORT WORTH, TX 76180
PHONE (817) 281-3509

DENTON COUNTY FRESH WATER
SUPPLY DISTRICT NO. 11-B
CONTACT: CHRISTOPHER JORDAN
3100 McKINNON ST., STE. 950
DALLAS, TEXAS 75201
PHONE (214) 981-9090

WITNESS MY HAND THIS ____ DAY OF _____, 2012.

J.S. SANDLIN INVESTMENT COMPANY, L.L.C.,
A TEXAS LIMITED LIABILITY COMPANY

_____
SCOTT SANDLIN, MANAGER

WITNESS MY HAND THIS ____ DAY OF _____, 2012.

TERRY SANDLIN INVESTMENT COMPANY, L.L.C.,
A TEXAS LIMITED LIABILITY COMPANY

_____
TERRY SANDLIN, MANAGER

WITNESS MY HAND THIS ____ DAY OF _____, 2012.

MATT SPEIGHT INVESTMENT COMPANY, L.L.C.
A TEXAS LIMITED LIABILITY COMPANY

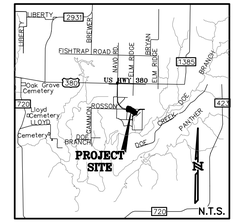
_____
MATT SPEIGHT, MANAGER

STATE OF TEXAS §
COUNTY OF DALLAS §

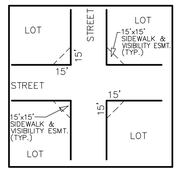
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED **BRIAN R. WADE** KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2012.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.



VICINITY MAP



15'x15' SIDEWALK & VISIBILITY ESMT. AT STREET INTERSECTION
(TYPICAL ALL INTERSECTIONS)
N.T.S.

UTILITY COMPANY APPROVAL

ELECTRIC & GAS COMPANY:

_____ _____
COSERV DATE

TELEPHONE COMPANY:

_____ _____
AT&T DATE

LINE TABLE		
LINE	BEARING	LENGTH
L1	S86°44'59"E	205.91
L2	S43°17'35"E	331.35
L3	N46°42'25"E	104.97
L4	S41°14'12"E	49.96
L5	N46°42'25"E	98.98
L6	N41°14'12"W	42.90
L7	N43°15'47"W	2.05
L8	N46°42'25"E	115.00
L9	S43°17'35"E	119.26
L10	S46°42'25"W	378.80
L11	N62°22'39"W	48.56
L12	N45°40'15"W	110.00
L13	N49°29'26"W	50.00
L14	N43°17'35"W	262.72
L15	N44°28'00"W	57.13
L16	N49°36'31"W	61.26
L17	N55°13'37"W	61.26
L18	N60°50'43"W	61.26
L19	N66°27'49"W	61.26
L20	N72°04'55"W	61.26
L21	N77°42'01"W	61.26
L22	N83°19'07"W	61.26

LINE TABLE		
LINE	BEARING	LENGTH
L23	N86°42'32"W	51.70
L24	N86°44'59"W	161.00
L25	N03°15'01"E	270.00
L26	S38°11'18"W	50.56
L27	S34°40'58"W	51.12
L28	S29°55'03"W	47.49

CURVE TABLE				
NO.	CHORD DIRECTION	CHORD	DELTA	RADIUS	LENGTH
C1	S65°01'17"E	662.67	43°27'24"	895.00	678.83
C2	S42°28'40"E	41.14	2°28'53"	950.00	41.14
C3	S42°35'36"E	18.94	2°42'47"	400.00	18.94
C4	N39°37'44"W	22.45	3°12'56"	400.00	22.45
C5	N42°15'54"W	37.68	2°03'22"	1050.00	37.68
C6	S37°09'53"W	191.64	19°05'05"	578.00	192.53
C7	S42°25'09"W	18.33	3°49'11"	275.00	18.33
C8	N42°26'46"E	21.97	3°52'25"	325.00	21.97
C9	S65°01'17"E	562.71	43°27'24"	760.00	576.43
C10	S43°36'30"W	32.43	6°11'52"	300.00	32.45
C11	S41°30'07"E	14.27	0°49'04"	1000.00	14.27
C12	N36°59'36"W	14.35	2°03'21"	400.00	14.35
C13	S44°58'19"E	14.27	2°02'39"	400.00	14.27

APPROVED BY THE TOWN OF LITTLE ELM ON THIS _____ DAY OF _____ 2012.

_____ DATE: _____
MAYOR
TOWN OF LITTLE ELM, TEXAS

_____ DATE: _____
TOWN SECRETARY
TOWN OF LITTLE ELM, TEXAS

FINAL PLAT
PALOMA CREEK SOUTH PHASE 7A

8.384 ACRES – 48 RESIDENTIAL LOTS
STREET/ALLEY RIGHT-OF-WAY – 1.585 ACRES
SITUATED IN THE
DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 11-B
T. RODRIGUEZ SURVEY, ABSTRACT NO. 1068
TOWN OF LITTLE ELM'S ETJ
DENTON COUNTY, TEXAS

RECORDING BLOCK

PETITT BARRAZA LLC
ENGINEERING PLANNING SURVEYING
TBPE FIRM REGISTRATION NO. 1488
300 Municipal Drive
Richardson,

TOWN OF LITTLE ELM
AGENDA INFORMATION SHEET

LITTLE ELM

DATE: March 20, 2012

CONSENT AGENDA ITEM:
Receive Town's Comprehensive Annual Financial Report (CAFR) as prepared by the Town's Finance Department and audited by the audit firm of Rylander, Clay & Optiz, LLP. for fiscal year end September 30, 2010.

BACKGROUND:
Consent item to receive and accept the CAFR and the Town Auditor's Report for fiscal year ended 09-30-11. The CAFR is prepared annually as part of the Town Charter and State of Texas requirements. The audit of the Town's financial statements is conducted by an independent and certified public accountant. The Town staff is responsible for completeness and accuracy of the annual financial statements.

FOCAL POINTS FOR ANALYSIS:

Near-term financing:

- Is the Town able to meet its short-term financial obligations? **- Yes**
- Are operating inflows adequate to cover operating outflows? **– Yes**
- Is the Town financially prepared for contingencies? - **Yes**

Financial Position:

- Is the Town's financial health improving or deteriorating? **Improving**; the Town's operating fund balances (General and Debt Service combined) **increased by approximately 20% or $980,000**
- Are bond funds being spent? The combined general governmental funds reported combined ending fund balances of $20,752,228; a decrease of $11,081,362 which is attributable to the spend down of Capital Project Funds
- Have net assets increased or decreased? – **Increased by 12% or $9.0M; directly attributable to the Town's aggressive capital improvement plan.**
- Did the Utility Fund working capital balance increase? – Yes - $850,000 over 2010
- Have net assets of the Utility increased? Yes – 14% or $3.2M – related to capital projects

Economic Position:

- Is it likely that today's financial position will improve or deteriorate? **Improve** – The Town is in excellent financial condition in all Operating and Capital Funds to meet current liabilities. The economic outlook is very positive and stable with the growth in commercial and residential development which are both income generating.

BUDGETARY/FISCAL IMPACT:
N/A

RECOMMENDED ACTION:
The finance department recommends receipt and acceptance of the 2011 CAFR and auditors opinion.

ATTACHMENTS:

- 2011 CAFR (SENT BY SEPARATE EMAIL WITH .PDF ATTACHMENT)

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

TOWN OF LITTLE ELM
AGENDA INFORMATION SHEET

COUNCIL SESSION: March 20, 2012

CONSENT AGENDA:

Consider Resolution No. 03201201 directing the publication of notice of intention to issue Combination Tax and Revenue Certificates of Obligation for the purpose of paying contractual obligations to be incurred for the construction of improvements and extensions to the Town's Waterworks and Sewer System in amount not to exceed six million dollars ($6,000,000.00).

BACKGROUND:

This is the first step in the legal process for the issuance of Certificates of Obligation for financing of the Town's Water and Sewer System infrastructure projects including equipping and professional fees, rights-of-ways, easements, and land. The Town Council will take into consideration the passage of a resolution directing Town staff to publish in the Town's Journal of Record its "NOTICE OF INTENT" to issue certificates of obligation in accordance with the Certificate of Obligation Act of 1971 in the maximum principal amount of $6,000,000.00 for the purpose of paying contractual obligations incurred in connection with: (i) acquiring, construction, installing and equipping additions, extensions and improvements to the Town's waterworks and sewer system. The certificates of obligation will be repaid from the rates and charges of the Town's utility system requiring a rate increase. This debt financing for the 2MG Water Tower was planned for the Town's Water and Wastewater System Capital Improvement Plan and was also planned for in the current rates as implemented in October 2011.

The "Notice of Intent" process is a mechanism to allow the citizens of Little Elm the opportunity to be informed about the above projects and the Town's intent to solicit funding for said projects. The Town's Bond Attorney has reviewed all documents.

The Notice will run in the Little Elm Journal for 2 consecutive weeks with the first publication being on March 22 and the second on March 29. If the resolution passes on this agenda, the notices will be published accordingly and the Town Council will publish its agenda to consider an Ordinance to authorize the sale of Certificates of Obligation on May 01, 2012 at its regular scheduled council meeting at 6 PM.

POLICY CONSIDERATIONS:

The Local Government Code of the State of Texas, Subchapter C, and Section 271 is the Certificates of Obligation Act outlining the purposes, process and procedures for municipalities to authorize certificates to pay for contractual obligations it may incur. The governing body (Town Council) may authorize certificates "to pay a contractual obligation to be incurred for the purchase of materials, supplies, equipment, machinery, buildings, land, rights-of-way for authorized needs and purposes" (Section 271.045, paragraph a.2 of the Local Government Code).

This process is in compliance with Section 8.08 of Town Charter.

BUDGETARY/FISCAL IMPACT:

The Water and Sewer rates as revised and implemented on October 1, 2011 includes the financing of the water system improvements as discussed on March 6, 2012 which includes the design and construction of a 2 million gallon elevated water storage tank and other improvements.

The average annual debt increase after the current debt refunding and addition of refunding bonds and the new money certificates, the average annual estimated debt service increase is approximately $410,000.

RECOMMENDED ACTION:

Staff recommends approval of Resolution No. 03201201 authoring publication of notice of intention to issue certificates of obligation in a principal amount not to exceed $6,000,000 for the purpose of paying contractual obligations and other costs to be incurred for the construction of improvements and extensions to the Town's Waterworks and Sewer System.

ATTACHMENTS:

- Resolution 03201201 and Notice of Intent for Publication
- Time Table – Events
- Preliminary Debt Schedule

TOWN CONTACTS:

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

RESOLUTION NO. _____

A RESOLUTION approving and authorizing publication of notice of intention to issue certificates of obligation.

WHEREAS, the Town Council of the Town of Little Elm, Texas, has determined that certificates of obligation should be issued under and pursuant to the provisions of Subchapter C of Chapter 271 of the Texas Local Government Code, as amended (the "Act"), for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: improvements and extensions to the Town's Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in connection with the construction and financing of the foregoing projects; and

WHEREAS, prior to the issuance of such certificates, the Town Council is required to publish notice of its intention to issue the same in accordance with the provisions of the Act; now, therefore,

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

SECTION 1: The Town Secretary is hereby authorized and directed to cause notice to be published of the Council's intention to issue certificates of obligation in a principal amount not to exceed $6,000,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: improvements and extensions to the Town's Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in connection with the construction and financing of the foregoing projects; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's combined Waterworks and Sewer System. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

SECTION 2: The Town Secretary shall cause the aforesaid notice to be published in a newspaper of general circulation in the Town, once a week for two consecutive weeks, the date of the first publication to be at least thirty-one (31) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

SECTION 3: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 4: This Resolution shall be in force and effect from and after its passage on the date shown below.

PASSED AND ADOPTED, this March 20, 2012.

TOWN OF LITTLE ELM, TEXAS

_____
Mayor

ATTEST:

_____
Town Secretary

(Town Seal)

EXHIBIT A

NOTICE OF INTENTION TO ISSUE TOWN OF
LITTLE ELM, TEXAS CERTIFICATES OF OBLIGATION

TAKE NOTICE that the Town Council of the Town of Little Elm, Texas, shall convene at 6:00 o'clock P.M. on the 1st day of May, 2012, at the Little Elm Town Hall, 100 W. Eldorado Parkway, Little Elm, Texas, and, during such meeting, the Town Council will consider the passage of one or more ordinances authorizing the issuance of certificates of obligation in one or more series in an amount not to exceed $6,000,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: improvements and extensions to the Town's Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in connection with the construction and financing of the foregoing projects; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's combined Waterworks and Sewer System. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Subchapter C of Chapter 271 of the Texas Local Government Code, as amended.

Kathy Phillips
Town Secretary
Town of Little Elm, Texas

TOWN OF LITTLE ELM, TEXAS
$6,000,000
COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2012
Proposed Timetable

As of March 7, 2012

Date	Action Required
03-06-12 (T)	**Southwest Securities (SWS) meets with Town Council for a work session to discuss the Town's financing options related to issuing new money certificates of obligation and refunding bonds (6:00 pm)**
03-07-12 (W)	SWS emails timetable for a 5-1-12 competitive sale of Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2012 (COs) to City officials and Bond Counsel
03-15-12 (Th)	SWS submits Official Statement Request for Information (RFI) to City officials.
03-20-12 (T)	**Regular Council Meeting to authorize the Publication of Notice of Intent to Issue COs and to authorize SWS, Bond Counsel and City officials to proceed with the issuance process for COs (7:00 pm)**
03-22-12 (Th)	**First Publication of Notice of Intent to Issue COs in local newspaper (must be at least 31 days prior to the sale date)**
03-29-12 (Th)	**Second Publication of Notice of Intent to Issue COs in local newspaper**
03-30-12 (F)	**SWS receives completed RFI and related documents from the City**
04-03-12 (T)	SWS submits initial draft of Preliminary Official Statement (POS) and Official Notice of Sale (NOS) to all parties for review
04-10-12 (T)	**SWS receives comments on POS/NOS from all parties**
04-12-12 (Th)	SWS submits POS/NOS and other financing documents to rating agencies and Assured Guaranty insurance and request credit ratings and bond insurance (if required)
Week of 4-15	**Schedule rating conference call(s)**
04-24-12 (T)	Post POS/NOS to the SWS Internet Website and electronically distribute POS/NOS to potential bidders in the investment community
04-27-12 (F)	Receive underlying bond ratings and qualification for insurance (if required)
05-01-12 (T)	Receive electronic bids for the COs (11:00 am) via Internet and the "i-Deal LLC PARITY" bidding program
05-01-12 (T)	**Regular Council Meeting to review bids for the COs and adopt the Ordinance authorizing and selling the COs (7:00 pm)**
05-08-12 (T)	Print and distribute Final Official Statement (OS) and post Final OS to SWS website
05-22-12 (T)	SWS notifies all parties of closing/delivery instructions
05-31-12 (Th)	**Payment for and delivery of the COs**

Note: Bold entries indicate dates/actions that require the Town's participation.

BOND DEBT SERVICE

Town of Little Elm, Texas - GO
15 year Certificates of Obligation, Series 2012

Dated Date	05/01/2012
Delivery Date	05/01/2012

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/01/2013	280,000	3.000%	135,000	415,000	
08/01/2013			85,800	85,800	
09/30/2013					500,800
02/01/2014	335,000	3.000%	85,800	420,800	
08/01/2014			80,775	80,775	
09/30/2014					501,575
02/01/2015	345,000	3.000%	80,775	425,775	
08/01/2015			75,600	75,600	
09/30/2015					501,375
02/01/2016	355,000	3.000%	75,600	430,600	
08/01/2016			70,275	70,275	
09/30/2016					500,875
02/01/2017	365,000	3.000%	70,275	435,275	
08/01/2017			64,800	64,800	
09/30/2017					500,075
02/01/2018	375,000	3.000%	64,800	439,800	
08/01/2018			59,175	59,175	
09/30/2018					498,975
02/01/2019	385,000	3.000%	59,175	444,175	
08/01/2019			53,400	53,400	
09/30/2019					497,575
02/01/2020	400,000	3.000%	53,400	453,400	
08/01/2020			47,400	47,400	
09/30/2020					500,800
02/01/2021	410,000	3.000%	47,400	457,400	
08/01/2021			41,250	41,250	
09/30/2021					498,650
02/01/2022	425,000	3.000%	41,250	466,250	
08/01/2022			34,875	34,875	
09/30/2022					501,125
02/01/2023	435,000	3.000%	34,875	469,875	
08/01/2023			28,350	28,350	
09/30/2023					498,225
02/01/2024	450,000	3.000%	28,350	478,350	
08/01/2024			21,600	21,600	
09/30/2024					499,950
02/01/2025	465,000	3.000%	21,600	486,600	
08/01/2025			14,625	14,625	
09/30/2025					501,225
02/01/2026	480,000	3.000%	14,625	494,625	
08/01/2026			7,425	7,425	
09/30/2026					502,050
02/01/2027	495,000	3.000%	7,425	502,425	
09/30/2027					502,425
	6,000,000		1,505,700	7,505,700	7,505,700

TOWN OF LITTLE ELM
AGENDA INFORMATION SHEET

COUNCIL SESSION: March 20, 2012

AGENDA SUBJECT:

Discussion and action: authorizing Ordinance No. 1096 for the issuance of "TOWN OF LITTLE ELM, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012"; levying a continuing direct annual ad valorem tax for the payment of said Bonds; and resolving other matters incident and related to the issuance, sale, payment, and delivery of said Bonds; establishing procedures for the sale and delivery of the Bonds; and delegating matters relating to the sale and issuance of the Bonds to an authorized Town official.

BACKGROUND:

This item was discussed at a work session on March 6 whereby Town Staff and the Town's Financial Advisory firm, Southwest Securities, presented the results of refunding 3 callable bond issues for the purpose of saving interest costs. The Finance Director is recommending that the Town Council consider moving forward with the refinancing/refunding.

The ordinance for consideration is to authorize staff, the Town's financial advisory services firm and bond counsel to proceed with the process to sale general obligation refunding bonds to refund the following par amount of bonds:

Certificates of Obligation, Series 2001	$2,505,000	Call date 09/2011
Certificates of Obligation, Series 2002	$1,670,000	Call date 09/2012
Water & Sewer Refunding & Improvement Bonds, Series 2002	$3,515,000	Call date 09/2012
Total Refunding Bonds (PAR)	$7,690,000	

The estimated interest cost savings of the refunded bonds over the existing and current debt is $1,835,000; the Present Value savings from cash flows is $1,655,000; after deduction of cash used in the transaction (Revenue Bond Reserves) the Net Present Value savings is estimated at $1,350,000 or 18%.

If the transaction moves forward and meets or exceeds the parameters set forth in the Ordinance as attached to effect a net reduction in interest costs associated with the existing bonds in an amount of 12% or greater then Town Staff will authorize the transaction to proceed. The projected sale date is May 23, 2012 with delivery and closing set for June 21, 2012.

BUDGETARY/FISCAL IMPACT:

Annual debt cost savings of an amount between $150,000 to $155,000 annually. The savings is split with the General Fund (45%) and Enterprise Funds (55%).

RECOMMENDED ACTION:

Staff recommends approval of Ordinance #1096

ATTACHMENTS:

- Time Tables
- Summary of Refunding Results – preliminary
- Ordinance #1096

TOWN CONTACTS:

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

TOWN OF LITTLE ELM, TEXAS

$7,585,000*
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2012

Proposed Timetable

As of March 7, 2012

Date	Action Required
03-06-12 (T)	**Southwest Securities (SWS) meets with Town Council for a work session to discuss the Town's financing options related to issuing new money certificates of obligation and refunding bonds (6:00 pm)**
03-07-12 (W)	SWS emails timetable for a negotiated parameter sale of General Obligation Refunding Bonds, Series 2012 (Bonds) to City officials and Bond Counsel
03-20-12 (T)	**Regular meeting of Town Council to (i) discuss bond market update on potential savings, (ii) adopt a Parameter Sale Ordinance authorizing the issuance of the Bonds, and naming a Delegated Pricing Agent to verify and execute sale documents. and (iii) authorize Southwest Securities, Bond Counsel and City officials to proceed with the issuance process for a negotiated Parameter Sale (7:00 pm)**
04-26-12 (Th)	SWS submits initial draft of Preliminary Official Statement (POS) to all parties for review and comments
05-03-12 (Th)	**SWS receives comments on POS from all parties**
05-04-12 (F)	SWS submits POS and other financing documents to rating agencies and Assured Guaranty insurance company (if required)
05-15-12 (T)	Post POS to the SWS Internet Website and distribute to investment community
05-18-12 (F)	Receive underlying bond ratings and insurance bid
05-22-12 (T)	• Analyze market conditions, price & offer Bonds to prospective buyers • Underwriter to order CUSIP numbers for the Bonds
05-23-12 (W)	**Delegated Pricing Agent verifies sale parameters and executes sale documents**
05-25-12 (F)	Paying Agent / Escrow Agent sends/mails Notice of Redemption to holders of the Series 2001 Certificates of Obligation
05-30-12 (W)	Print and distribute Final Official Statement (OS) and post Final OS to SWS website
06-12-12 (T)	SWS notifies all parties of closing/delivery instructions
06-21-12 (Th)	**Payment for and delivery of the Bonds**
06-26-12 (T)	Redemption of the Series 2001 Certificates
08-01-12 (W)	Redemption of the Series 2002 Certificates
09-01-12 (S)	Redemption of the Series 2002 WS Revenue Bonds

* *Preliminary, subject to change.*

Note: Bold entries indicate dates/actions that require the Town's participation.

SUMMARY OF BONDS REFUNDED

Town of Little Elm, Texas - GO
Refunding Bonds, Series 2012

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Comb Tax & Rev CO Ser 2001, CO01:					
BOND	08/01/2012	4.600%	170,000.00	07/01/2012	100.000
	08/01/2013	4.600%	180,000.00	07/01/2012	100.000
	08/01/2014	4.750%	190,000.00	07/01/2012	100.000
	08/01/2015	4.750%	200,000.00	07/01/2012	100.000
	08/01/2016	4.850%	215,000.00	07/01/2012	100.000
	08/01/2017	4.850%	225,000.00	07/01/2012	100.000
	08/01/2018	5.000%	235,000.00	07/01/2012	100.000
	08/01/2019	5.000%	250,000.00	07/01/2012	100.000
	08/01/2020	5.000%	265,000.00	07/01/2012	100.000
	08/01/2021	5.000%	280,000.00	07/01/2012	100.000
	08/01/2022	5.000%	295,000.00	07/01/2012	100.000
			2,505,000.00		
Comb Tax & Rev CO Ser 2002, CO02:					
CIBS	08/01/2013	4.000%	120,000.00	08/01/2012	100.000
	08/01/2014	4.100%	125,000.00	08/01/2012	100.000
	08/01/2015	4.200%	130,000.00	08/01/2012	100.000
	08/01/2016	4.300%	135,000.00	08/01/2012	100.000
	08/01/2017	4.400%	145,000.00	08/01/2012	100.000
	08/01/2018	4.500%	150,000.00	08/01/2012	100.000
	08/01/2019	4.600%	155,000.00	08/01/2012	100.000
	08/01/2020	4.700%	165,000.00	08/01/2012	100.000
	08/01/2021	4.700%	175,000.00	08/01/2012	100.000
	08/01/2022	4.800%	180,000.00	08/01/2012	100.000
	08/01/2023	4.800%	190,000.00	08/01/2012	100.000
			1,670,000.00		
Utility System Revenue Bonds, Series 2002, REV02:					
BOND	09/01/2013	4.400%	220,000.00	09/01/2012	100.000
	09/01/2014	4.500%	230,000.00	09/01/2012	100.000
	09/01/2015	4.600%	240,000.00	09/01/2012	100.000
	09/01/2016	4.700%	255,000.00	09/01/2012	100.000
	09/01/2017	4.750%	265,000.00	09/01/2012	100.000
	09/01/2018	4.800%	280,000.00	09/01/2012	100.000
	09/01/2019	4.850%	295,000.00	09/01/2012	100.000
	09/01/2020	5.000%	310,000.00	09/01/2012	100.000
	09/01/2021	5.000%	330,000.00	09/01/2012	100.000
	09/01/2022	5.000%	345,000.00	09/01/2012	100.000
	09/01/2023	5.000%	365,000.00	09/01/2012	100.000
	09/01/2024	5.000%	380,000.00	09/01/2012	100.000
			3,515,000.00		
			7,690,000.00		

SAVINGS

Town of Little Elm, Texas - GO
Refunding Bonds, Series 2012

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Refunding Receipts	Refunding Net Cash Flow	Savings	Present Value to 06/21/2012 @ 1.5633712%
09/30/2012	353,647.50	353,647.00	0.50		9,852.78	-9,852.78	9,853.28	9,131.91
09/30/2013	879,475.00		879,475.00	731,908.33		731,908.33	147,566.67	145,009.95
09/30/2014	881,715.00		881,715.00	731,850.00		731,850.00	149,865.00	145,170.07
09/30/2015	882,215.00		882,215.00	735,550.00		735,550.00	146,665.00	139,829.53
09/30/2016	891,215.00		891,215.00	738,950.00		738,950.00	152,265.00	142,864.00
09/30/2017	892,997.50		892,997.50	742,050.00		742,050.00	150,947.50	139,383.27
09/30/2018	893,117.50		893,117.50	744,850.00		744,850.00	148,267.50	134,727.15
09/30/2019	896,177.50		896,177.50	746,100.00		746,100.00	150,077.50	134,217.67
09/30/2020	902,240.00		902,240.00	756,750.00		756,750.00	145,490.00	128,049.58
09/30/2021	910,735.00		910,735.00	756,500.00		756,500.00	154,235.00	133,599.00
09/30/2022	907,010.00		907,010.00	630,650.00		630,650.00	276,360.00	235,809.42
09/30/2023	601,370.00		601,370.00	487,950.00		487,950.00	113,420.00	95,036.77
09/30/2024	399,000.00		399,000.00	309,000.00		309,000.00	90,000.00	74,133.96
	10,290,915.00	353,647.00	9,937,268.00	8,112,108.33	9,852.78	8,102,255.55	1,835,012.45	1,656,962.28

Savings Summary

PV of savings from cash flow	1,656,962.28
Less: Prior funds on hand	-313,000.00
Plus: Refunding funds on hand	11,204.43
Net PV Savings	1,355,166.71

SUMMARY OF REFUNDING RESULTS

Town of Little Elm, Texas - GO
Refunding Bonds, Series 2012

Dated Date	06/01/2012
Delivery Date	06/21/2012
Arbitrage yield	1.563371%
Escrow yield	0.068813%
Bond Par Amount	6,870,000.00
True Interest Cost	1.742796%
Net Interest Cost	1.830581%
Average Coupon	2.790941%
Average Life	6.423
Par amount of refunded bonds	7,690,000.00
Average coupon of refunded bonds	4.866379%
Average life of refunded bonds	6.606
PV of prior debt to 06/21/2012 @ 1.563371%	9,385,665.96
Net PV Savings	1,355,166.71
Percentage savings of refunded bonds	17.622454%
Percentage savings of refunding bonds	19.725862%

ORDINANCE NO. 1096

AN ORDINANCE authorizing the issuance of "TOWN OF LITTLE ELM, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012"; levying a continuing direct annual ad valorem tax for the payment of said Bonds; and resolving other matters incident and related to the issuance, sale, payment, and delivery of said Bonds; establishing procedures for the sale and delivery of the Bonds; and delegating matters relating to the sale and issuance of the Bonds to an authorized Town official.

WHEREAS, the Town of Little Elm, Texas (the "Town") currently has outstanding obligations (hereinafter collectively called the "Refunded Obligations"), to wit:

(1) Town of Little Elm, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2001, dated June 1, 2001 (the "Series 2001 Refunded Certificates");

(2) Town of Little Elm, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2002, dated September 1, 2002 (the "Series 2002 Refunded Certificates"); and

(3) Town of Little Elm, Texas, Waterworks and Sewer System Revenue Refunding and Improvement Bonds, Series 2002, dated April 1, 2002 (the "Series 2002 Refunded Bonds");

AND WHEREAS, pursuant to the provisions of Chapter 1207 of the Texas Government Code, as amended, ("Chapter 1207"), the Town Council of the Town is authorized to issue refunding bonds and deposit the proceeds of sale directly with any place of payment for the Refunded Obligations, or other authorized depository, and such deposit, when made in accordance with Chapter 1207 and the ordinances authorizing the issuance of the Refunded Obligations, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the Town shall by this Ordinance, in accordance with the provisions of Section 1207.007, Texas Government Code, as amended, delegate to a Pricing Officer (hereinafter designated) the authority to determine the principal amount and certain other specified terms of the Bonds to be issued, negotiate the terms of sale thereof and select the specific maturities, in whole or in part, of the Refunded Obligations to be refunded; and

WHEREAS, the Town Council hereby finds and determines that it is a public purpose and in the best interests of the Town to refund the Refunded Obligations in order to achieve a present value debt service savings, with such savings, among other information and terms to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer (hereafter designated), all in accordance with the provisions of Section 1207.007, Texas Government Code, as amended; now, therefore:

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM:

SECTION 1: Authorization - Series Designation - Principal Amount - Purpose - Bond Date. General obligation refunding bonds of the Town shall be and are hereby authorized to be issued in the maximum aggregate principal amount hereinafter set forth to be designated and bear the title "TOWN OF LITTLE ELM, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012" (herein referred to as the "Bonds"), or such other designation as specified in the Pricing Certificate, for the purpose of providing funds for the discharge and final payment of certain obligations of the Town (described in the preamble hereof and finally identified in the Pricing Certificate and referred to herein as the "Refunded Obligations") and to pay the costs and expenses of issuance, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Chapter 1207. The Bonds shall be dated (the "Bond Date") as provided in the Pricing Certificate.

SECTION 2: Fully Registered Obligations - Terms. The Bonds shall be issued as fully registered obligations, without coupons, and the Bonds (other than the Initial Bond(s) referenced in Section 8 hereof) shall be in denominations of $5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered "R" and numbered consecutively from One (1) upward and principal shall become due and payable on a date certain in each of the years and in amounts (the "Stated Maturities") and bear interest at the rate(s) per annum in accordance with the details of the Bonds as set forth in the Pricing Certificate.

The Bonds shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate at the rate(s) per annum shown in the Pricing Certificate (calculated on the basis of a 360-day year consisting of twelve 30-day months). Interest on the Bonds shall be payable in each year, on the dates, and commencing on the date, set forth in the Pricing Certificate.

SECTION 3: Delegation of Authority to Pricing Officer. (a) As authorized by Section 1207.007, Texas Government Code, as amended, the Town Manager or Finance Director (each, a "Pricing Officer") is each hereby authorized to act on behalf of the Town in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including selection of the specific maturities or series in whole or in part of the Refunded Obligations to be refunded, determining the aggregate principal amount of the Bonds, the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the date from which interest on the Bonds will accrue, the interest payment dates, the record date, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Town, as well as any mandatory sinking fund redemption provisions, determination of the use of a book-entry-only securities clearance, settlement and transfer system, the designation of a paying agent/registrar, the designation of an escrow agent satisfying the requirements of Chapter 1207, the terms of any bond insurance applicable to the Bonds, including any modification of the continuing disclosure undertaking contained in Section 31 hereof as may be required by the purchasers of the Bonds in connection with any amendments to Rule 15c2-12, and all other matters relating to the issuance,

sale, and delivery of the Bonds all of which shall be specified in the Pricing Certificate, provided that:

(i) the aggregate original principal amount of the Bonds shall not exceed $7,690,000.

(ii) the refunding must produce a net present value debt service savings of at least 12.00%, net of any contribution by the Town.

(iii) the true interest cost rate for the Bonds shall not exceed 3.00%.

(iv) the maximum maturity date for the Bonds shall not exceed September 1, 2024.

The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the Town to the Purchasers (hereinafter defined).

If the Pricing Officer determines that bond insurance results in a net reduction of the Town's interest costs associated with the Bonds, then the Pricing Officer is authorized, in connection with effecting the sale of the Bonds, to make the selection of the municipal bond insurance company for the Bonds (the "Insurer") and to obtain from the Insurer a municipal bond insurance policy in support of the Bonds. The Pricing Officer shall have the authority to determine the provisions of the commitment for any such policy and to execute any documents to effect the issuance of said policy by the Insurer.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer by September 30, 2012. The Bonds shall be sold to the purchaser(s) or underwriter(s), as the case may be, named in the Pricing Certificate (the "Purchasers"), at such price and with and subject to such terms as set forth in the Pricing Certificate and the Purchase Contract (hereinafter defined), and may be sold by negotiated or competitive sale or by private placement. The Pricing Officer is hereby delegated the authority to designate the Purchasers, which delegation shall be evidenced by the execution of the Pricing Certificate.

SECTION 4: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of the Paying Agent/Registrar for the Bonds shall be as provided in the Pricing Certificate. Books and records relating to the registration, payment, exchange and transfer of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the Town by the Paying Agent/Registrar, all as provided herein, in

accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as Exhibit A and such reasonable rules and regulations as the Paying Agent/Registrar and the Town may prescribe. The Pricing Officer is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The Town covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the Town agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

The Bonds shall be payable at their Stated Maturities or upon their earlier redemption, only upon the presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices provided in the Pricing Certificate (the "Designated Payment/Transfer Office") provided, however, while a Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount thereof may be accomplished without presentation and surrender of such Bond. Interest due on the Bonds shall be paid by the Paying Agent/Registrar to the Holders whose names appears in the Security Register at the close of business on the Record Date (which shall be set forth in the Pricing Certificate) and such interest payments shall be made (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on one or more maturities of the Bonds on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such past due interest have been received from the Town. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder of the Bonds appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5:Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Security Register relating to the registration, payment, and transfer or exchange of the Bonds shall at all times be kept and maintained by the Town at the Designated Payment/Transfer Office of the Paying Agent/Registrar, as provided herein and in accordance with the provisions of the Paying Agent/Registrar Agreement and such rules and regulations as the Paying Agent/Registrar

and the Town may prescribe. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every Holder of the Bonds issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of like maturity, and amount and in authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar at its Designated Payment/Transfer Office for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for assignment or transfer of any Bond (other than the Initial Bond(s) authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, one or more new Bonds, executed on behalf of and furnished by the Town, shall be registered and issued to the assignee or transferee of the previous Holder; such Bonds to be of authorized denominations, of like Stated Maturity, and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bond(s) authorized in Section 8 hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds, executed on behalf of and furnished by the Town, to the Holder requesting the exchange.

All Bonds issued upon any such transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the Town, evidencing the same obligation to pay and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 11 hereof, and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the Town nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 4 and 5 hereof relating to the payment and transfer/exchange of the Bonds, the Town hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement, and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representations, by and between the Town and DTC, and the Letter of Representations from the Paying Agent/Registrar to DTC (collectively, the "Depository Agreement") relating to the Bonds.

In the event the Pricing Officer elects to utilize DTC's "Book-Entry-Only" System, which election shall be made by the Pricing Officer in the Pricing Certificate, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants") pursuant to the Depository Agreement and the rules of DTC. While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the Town determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the Town covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar, and payment of such Bonds shall be made in accordance with the provisions of Sections 4 and 5 hereof.

SECTION 7: Execution - Registration. The Bonds shall be executed on behalf of the Town by the Mayor or Mayor Pro Tem under the Town's seal reproduced or impressed thereon and countersigned by the Town Secretary. The signature of said officials on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officials of the Town on the date of the adoption of this Ordinance shall be deemed to be duly executed on behalf of the Town, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, Texas Government Code, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration

substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

SECTION 8: Initial Bond(s). The Bonds herein authorized shall be initially issued either (i) as a single fully registered bond in the aggregate principal amount of the Bonds with principal installments to become due and payable as provided in the Pricing Certificate and numbered T-1, or (ii) as multiple fully registered bonds, being one bond for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Bond(s)") and, in either case, the Initial Bond(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond(s) shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas, and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond(s) delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and, with the Bonds to be completed and modified with the information set forth in the Pricing Certificate, may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends on insured Bonds and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the Town or determined by the Pricing Officer. The Pricing Certificate shall set forth the final and controlling forms and terms of the Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bonds shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

(b) Form of Bonds.

REGISTERED NO. R-_____ PRINCIPAL AMOUNT $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
TOWN OF LITTLE ELM
GENERAL OBLIGATION REFUNDING BOND
SERIES 2012

Bond Date:	Interest Rate:	Stated Maturity:	CUSIP No.:
_____	____	_____	_____

Registered Owner:

Principal Amount: DOLLARS

The Town of Little Elm (hereinafter referred to as the "Town"), a body corporate and political subdivision in the County of Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the _____) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____ and _____ in each year, commencing _____, until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or upon its prior redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the _____ day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which

is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of $_____ (herein referred to as the "Bonds") for the purpose of providing funds for the discharge and final payment of certain outstanding obligations of the Town and to pay the costs and expenses of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including Chapter 1207, Texas Government Code, as amended, and pursuant to an Ordinance adopted by the Town Council of the Town (herein referred to as the "Ordinance").

[The Bonds maturing on the dates hereinafter identified (the "Term Bonds") are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

Term Bonds due _____, 20__		Term Bonds due _____,20__	
Redemption Date	Principal Amount	Redemption Date	Principal Amount
_____, 20__		_____, 20__	
_____, 20__*		_____, 20__*	

* Stated maturity.

The particular Term Bonds of a Stated Maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the Town, by the principal amount of Term Bonds of like Stated Maturity which, at least fifty (50) days prior to a mandatory redemption date, (1) shall have been acquired by the Town at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Bonds maturing on and after _____, may be redeemed prior to their Stated Maturities, at the option of the Town, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on _____, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to the date fixed for any redemption of Bonds, the Town shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Bond to be redeemed, in whole or in part, at the address shown on the Security Register and subject to the terms and provisions relating thereto

contained in the Ordinance. If a Bond (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the Town and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the Town shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the Town. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Town and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity or redemption, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds

of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The Town and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the Town nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Bond on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Town. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each registered owner of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the Town is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the Town have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforestated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.IN WITNESS WHEREOF, the Town Council of the Town has caused this Bond to be duly executed under the official seal of the Town.

TOWN OF LITTLE ELM, TEXAS

_____

COUNTERSIGNED: [Mayor][Mayor Pro Tem]

_____

Town Secretary

(SEAL)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bonds only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	(	
OF PUBLIC ACCOUNTS	(	
	(	REGISTER NO. _____
THE STATE OF TEXAS	(	

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

(SEAL)

_____
Comptroller of Public Accounts
of the State of Texas

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered in the name of the Registered Owner shown above under the provisions of the within-mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in _____ is the Designated Payment/Transfer Office for this Bond.

_____
_____
as Paying Agent/Registrar

Registration Date:

_____

By:_____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____
_____
_____
(Social Security or other identifying number: _____
_____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____
_____
attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

_____

_____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

(f) The Initial Bond(s) shall be in the form set forth therefor in paragraph (b) of this Section, except the form of a single registered Initial Bond shall be modified as follows:

Heading and paragraph one shall be amended to read as follows:

NO. T-1 $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
TOWN OF LITTLE ELM
GENERAL OBLIGATION REFUNDING BOND
SERIES 2012

Bond Date:
_____

Registered Owner:

Principal Amount: DOLLARS

The Town of Little Elm (hereinafter referred to as the "Town"), a body corporate and political subdivision in the County of Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the registered owner named above, or the

registered assigns thereof, the Principal Amount hereinabove stated on _____ in the years and in principal installments in accordance with the following schedule:

Stated Maturity	Principal Amount	Interest Rate(s)

(Information to be inserted from Pricing Certificate).

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal installments hereof from the _____ at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____, and each _____ and _____ thereafter, until maturity or prior redemption. Principal installments of this Bond are payable in the year of maturity or on a redemption date to the registered owner hereof by _____ (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in _____ (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the _____ day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

SECTION 10: Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount is the greater) there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the Town, within the limitations by law prescribed, sufficient to pay the principal of and interest on the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars' valuation of taxable property in the Town for the payment of the Debt Service Requirements of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; the taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the Town and shall be deposited in the "SPECIAL SERIES 2012 GENERAL OBLIGATION REFUNDING BOND FUND" (the "Interest and Sinking

Fund") to be maintained at an official depository of the Town's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

PROVIDED, however, with regard to any payment to become due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date, if any, sufficient current funds will be available and are hereby appropriated to make such payments; and the Mayor, Mayor Pro Tem, Town Manager, Finance Director, and Town Secretary of the Town, individually or jointly, are hereby authorized and directed to transfer and deposit in the Interest and Sinking Fund such current funds which, together with the accrued interest received from the initial purchasers, will be sufficient to pay the payments due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date.

The Mayor, Mayor Pro Tem, Town Manager, Finance Director and Town Secretary of the Town, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

SECTION 11: Mutilated – Destroyed - Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost, or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond; and with respect to a lost, destroyed, or stolen Bond, a replacement Bond may be issued only upon the approval of the Town and after (i) the filing by the Holder with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss, or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the Town and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost, or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation of the Town, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 12: Satisfaction of Obligation of Town. If the Town shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance and the Pricing

Certificate, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the Town to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The Town covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the Town or deposited as directed by the Town. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the Town be remitted to the Town against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the Town shall be subject to any applicable unclaimed property laws of the State of Texas.

The term "Government Securities" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the Town, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the Town, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Bonds under the then applicable laws of the State of Texas.

The Town reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the Town moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the Town has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which have been defeased to their maturity date, if the Town: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the Holders of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

SECTION 13: Ordinance a Contract - Amendments - Outstanding Bonds. This Ordinance, together with the Pricing Certificate, shall constitute a contract with the Holders from time to time, be binding on the Town, and shall not be amended or repealed by the Town so long as any Bond remains Outstanding except as permitted in this Section and in Section 31 hereof. The Town may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance or any provision in the Pricing Certificate in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Town may, with the consent of Holders who own a majority of the aggregate of the principal amount of the Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance or any provision in the Pricing Certificate; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

The term "Outstanding" when used in this Ordinance with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Ordinance, except:

(1) those Bonds cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds deemed to be duly paid by the Town in accordance with the provisions of Section 12 hereof; and

(3) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

SECTION 14: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"*Closing Date*" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"*Code*" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"*Computation Date*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Gross Proceeds*" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"*Investment*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Nonpurpose Investment*" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"*Rebate Amount*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Regulations*" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"*Yield*" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The Town shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction, or improvement of which is to be financed (or refinanced) directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Town receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such

covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the Town shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Town shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Obligations), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations), other than taxes of general application within the Town or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Town shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed, or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the Town shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the Town shall not take or omit to take any

action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The Town shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The Town shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the Town may commingle Gross Proceeds of the Bonds with other money of the Town, provided that the Town separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the Town shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The Town shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the Holders thereof for federal income tax purposes, the Town shall pay to the United States from an appropriate fund, or if permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place, and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The Town shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the Town shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The Town hereby directs and authorizes the Mayor, Mayor Pro Tem, Town Manager and Finance Director of the Town, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as one or more of such persons deems necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption, or similar or other appropriate certificate, form, or document.

(k) Bonds Not Hedge Bonds. At the time the original obligations refunded by the Bonds were issued, the Town reasonably expected to spend at least 85% of the spendable proceeds of such obligations within three years after such obligations were issued, and (2) not more than 50% of the proceeds of the original obligations refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Current Refunding. A portion of the Bonds are being issued to pay and discharge in full the Series 2001 Refunded Certificates and such payment of the Series 2001 Refunded Certificates will occur within ninety (90) days after the issuance of the Bonds.

(m) Qualified Advanced Refunding. A portion of the Bonds are issued to refund the Series 2002 Refunded Certificates and the Series 2002 Refunded Bonds (collectively, the "Advanced Refunded Obligations"). The Bonds will be issued more than 90 days before the redemption of each series of the Advanced Refunded Obligations. The Town represents as follows:

(1) The Bonds are the first advance refunding of each series of the Advanced Refunded Obligations within the meaning of Section 149(d)(3) of the Code.

(2) The Advanced Refunded Obligations are being called for redemption, and will be redeemed not later than the earliest date on which such issues may be redeemed and on which the Town will realize present value debt service savings (determined without regard to administrative expenses) on the issue.

(3) The initial temporary period under Section 148(c) of the Code will end: (i) with respect to the proceeds of the Bonds not later than thirty (30) days after the date of issue of such Bonds; and (ii) with respect to proceeds of each series of the Advanced Refunded Obligations on the Closing Date if not ended prior thereto.

(4) On and after the date of issue of the Bonds, no proceeds of either series of the Advanced Refunded Obligations will be invested in Nonpurpose Investments having a Yield in excess of the Yield on such Advanced Refunded Obligations.

(5) The Bonds are being issued for the purposes stated in the preamble of this Ordinance. There is a present value savings associated with the refunding. In the issuance of the Bonds the Town has neither: (i) overburdened the tax-exempt bond market by issuing more bonds, issuing bonds earlier or allowing bonds to remain outstanding longer than reasonably necessary to accomplish the governmental purposes for which the Bonds were issued; (ii) employed on "abusive arbitrage device" within the meaning of Section 1.148-10(a) of the Regulations; nor (iii) employed a "device" to obtain a material financial advantage based on arbitrage, within the meaning of Section 149(d)(4) of the Code, apart from savings attributable to lower interest rates and reduced debt service payments in early years.

(n) Qualified Tax-Exempt Obligations. The Pricing Officer is hereby authorized to designate in the Pricing Certificate the designation of the Bonds as "qualified tax-exempt obligations" in accordance with the provisions of the paragraph (3) of subsection (b) of Section 265 of the Code in the event the Bonds qualify for such designation and confirm that the Bonds are not "private activity bonds" as defined in the Code and confirm the amount of "tax-exempt obligations" to be issued by the Town (including all subordinate entities of the Town) for the calendar year in which the Bonds are issued will not exceed the applicable limitation.

SECTION 15: Sale of Bonds – Official Statement. The Bonds authorized by this Ordinance are to be sold by the Town to the Purchasers in accordance with a bond purchase agreement, agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable (the "Purchase Contract"), the terms and provisions of which Purchase Contract are to be determined by the Pricing Officer, in accordance with Section 3 hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the Town and as the act and deed of this Town Council, and to make a determination as to whether the terms are in the Town's best interests, which determination shall be final.

With regard to such terms and provisions of the Purchase Contract as a result of a negotiated sale, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Bonds;

2. The details of any public offering of the Bonds by the Purchasers, if any;

3. The details of any Official Statement or similar disclosure document (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and the Town's Rule 15c2-12 compliance, if applicable;

4. A security deposit for the Bonds, if any;

5. The representations and warranties of the Town to the Purchasers;

6. The details of the delivery of, and payment for, the Bonds;

7. The Purchasers' obligations under the Purchase Contract;

8. The certain conditions to the obligations of the Town under the Purchase Contract;

9. Termination of the Purchase Contract;

10. Particular covenants of the Town;

11. The survival of representations made in the Purchase Contract;

12. The payment of any expenses relating to the Purchase Contract;

13. Notices; and

14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

The Mayor and Town Secretary of the Town are further authorized and directed to deliver for and on behalf of the Town copies of a Preliminary Official Statement and Official Statement, prepared in connection with the offering of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement as delivered by said officials shall constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 16: Escrow Agreement. A "Special Escrow Agreement" (the "Escrow Agreement") by and between the Town and an authorized escrow agent (the "Escrow Agent"), if any such agreement is required in connection with the issuance of the Bonds, shall be attached to and approved in the Pricing Certificate. Such Escrow Agreement is hereby authorized to be finalized and executed by the Pricing Officer for and on behalf of the Town and as the act and deed of this Council; and such Escrow Agreement as executed by said Pricing Officer shall be deemed approved by the Town Council and constitute the Escrow Agreement herein approved. With regard to the finalization of certain terms and provisions of any Escrow Agreement, a Pricing Officer is hereby authorized to come to an agreement with the Escrow Agent on the following details, among other matters:

1. The identification of the Refunded Obligations;

2. The creation and funding of the Escrow Fund or Funds; and

3. The Escrow Agent's compensation, administration of the Escrow Fund or Funds, and the settlement of any paying agents' charges relating to the Refunded Obligations.

Furthermore, appropriate officials of the Town in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed securities referenced in the Escrow Agreement, if any, and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the "TOWN OF LITTLE ELM, TEXAS, GENERAL OBLIGATION REFUNDING BONDS SERIES 2012 ESCROW FUND" (referred to herein as the "Escrow Fund"), or such other designation as specified in the Pricing Certificate; all as contemplated and provided in Chapter

1207, Texas Government Code, as amended, this Ordinance, the Pricing Certificate, and the Escrow Agreement.

On or immediately prior to the date of the delivery of the Bonds to the Purchasers, the Pricing Officer, or other authorized Town official listed in Section 33 hereof, shall also cause to be deposited (and is hereby authorized to cause to be deposited) with the Escrow Agent from moneys on deposit in the debt service fund(s) maintained for the payment of the Refunded Obligations an amount which, together with the proceeds of sale of the Bonds, and the investment earnings thereon, will be sufficient to pay in full the Refunded Obligations (or the amount of accrued interest due thereon) scheduled to mature and authorized to be redeemed on the earliest date established in the Pricing Certificate for the redemption of any of the Refunded Obligations (or the earliest date of payment, to be made from moneys in the Escrow Fund(s), as established in the Pricing Certificate, of the amount of accrued interest due thereon).

SECTION 17: Refunded Obligations. (a) In order to provide for the refunding, discharge, and retirement of the Refunded Obligations as selected by the Pricing Officer, the Refunded Obligations, identified, described, and in the amounts set forth in the Pricing Certificate, are called for redemption on the first date(s) such Refunded Obligations are subject to redemption or such other date specified by the Pricing Officer in the Pricing Certificate at the price of par plus accrued interest to the redemption dates, and notice of such redemption shall be given in accordance with the applicable provisions of the ordinance(s) adopted by the Town Council of the Town, which authorized the issuance of the Refunded Obligations. The Pricing Officer is hereby authorized and directed to issue or cause to be issued a Notice of Redemption for each series of the Refunded Obligations in substantially the form(s) set forth as (an) Exhibit(s) to the Pricing Certificate, to each and every paying agent/registrar for Refunded Obligations, in accordance with the redemption provisions applicable to each series of the Refunded Obligations.

(b) Each paying agent/registrar for Refunded Obligations is hereby directed to provide the appropriate notice(s) of redemption as required by the respective ordinances authorizing the issuance of the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on the redemption date(s) specified in the Pricing Certificate.

(c) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement, if any, or with the paying agent/registrar for the Refunded Obligations pursuant the provisions of Chapter 1207, this Ordinance and the Pricing Certificate finalized by the Pricing Officer.

SECTION 18: Control and Custody of Bonds. The Mayor of the Town shall be and is hereby authorized to take and have charge of all necessary ordinances, resolutions, orders and records, including the definitive Bonds and the Initial Bonds, pending the investigation and approval of the Initial Bonds by the Attorney General of the State of Texas, and the registration of the Initial Bonds to the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

SECTION 19: Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance and any accrued interest received from the Purchasers of the Bonds or additional proceeds being deposited to the Interest and Sinking Fund) shall be deposited with the Escrow Agent for application and disbursement in accordance with the provisions of the Escrow Agreement or deposited with the paying agent/registrar for the Refunded Obligations for the payment and redemption of the Refunded Obligations. The proceeds of sale of the Bonds not so deposited with the Escrow Agent (or the paying agent/registrar for the Refunded Obligations) for the refunding of the Refunded Obligations shall be disbursed for payment of costs of issuance, or deposited in the Interest and Sinking Fund for the Bonds, all in accordance with written instructions from the Town or its financial advisor. Such proceeds of sale may be invested in authorized investments and any investment earnings realized may be (with respect to the accrued interest received from the Purchasers) deposited in the Interest and Sinking Fund as shall be determined by the Town Council of the Town.

Additionally, the Pricing Officer shall determine the amount of any Town contribution to the refunding from moneys on deposit in the interest and sinking fund(s) and/or reserve fund maintained for the payment of the Refunded Obligations.

SECTION 20: Notices to Holders-Waiver. Wherever this Ordinance or the Pricing Certificate provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance or the Pricing Certificate provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 21: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the Town, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The Town may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the Town may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the Town.

SECTION 22: Bond Counsel Opinion. The obligation of the Purchasers to accept delivery of the Bonds is subject to being furnished a final opinion of Fulbright & Jaworski L.L.P., Attorneys, Dallas, Texas, approving the Bonds as to their validity, said opinion to be

dated and delivered as of the date of delivery and payment for the Bonds. A true and correct reproduction of said opinion is hereby authorized to be printed on the Bonds, or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry-Only System used in the settlement and transfer of the Bonds.

SECTION 23: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the Town nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 24: Benefits of Ordinance. Nothing in this Ordinance or the Pricing Certificate, expressed or implied, is intended or shall be construed to confer upon any person other than the Town, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof or the Pricing Certificate, this Ordinance and all of its provisions and the Pricing Certificate being intended to be and being for the sole and exclusive benefit of the Town, the Paying Agent/Registrar, and the Holders.

SECTION 25: Inconsistent Provisions. All ordinances or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance or Pricing Certificate are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 26: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 27: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 28: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

SECTION 29: Severability. If any provision of this Ordinance or the Pricing Certificate or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the Pricing Certificate and the application thereof to other circumstances shall nevertheless be valid, and the Town Council of the Town hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 30: Incorporation of Findings and Determinations. The findings and determinations of the Town Council of the Town contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 31: Continuing Disclosure Undertaking. This Section shall apply unless the Pricing Officer determines in the Pricing Certificate that an undertaking is not required pursuant to the Rule (defined below).

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The Town shall provide annually to the MSRB: (1) within six months after the end of each fiscal year, beginning with the year stated in the Pricing Certificate, financial information and operating data with respect to the Town of the general type included in the final Official Statement approved by the Pricing Officer and described in the Pricing Certificate and (2) if not provided as part of such financial information and operating data, audited financial statements of the Town, when and if available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the Town may be required to employ from time to time pursuant to state law or regulation, and audited, if the Town commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If the Town changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Town otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The Town shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-

TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. Modifications to rights of holders of the Bonds, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Bonds, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership, or similar event of the Town, which shall occur as described below;

13. The consummation of a merger, consolidation, or acquisition involving the Town or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding subsection (c)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Town in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Town, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Town.

The Town shall notify the MSRB, in a timely manner, of any failure by the Town to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The Town shall be obligated to observe and perform the covenants specified in this Section while, but only while, the Town remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Town in any event will give the notice required by subsection (c) hereof of any Bond calls and defeasance that cause the Town to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Town undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Town's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Town does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE TOWN BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE TOWN, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the Town in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Town under federal and state securities laws.

Notwithstanding anything to the contrary in this Ordinance, the provisions of this Section may be amended by the Town from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Town, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Town (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the Town if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the Town's right to do so would not prevent an underwriter of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the Town so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment

and of the impact of any change in the type of financial information or operating data so provided.

SECTION 32: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, Town Manager, Finance Director and Town Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Town all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem, Town Manager, Finance Director or Town Secretary of the Town or Bond Counsel to the Town are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance, including the Pricing Certificate: (i) in order to cure any technical ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of this Ordinance, which determination shall be final. In the event that any officer of the Town whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 33: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551 of the Texas Government Code, as amended.

SECTION 34: Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

[The Remainder of the Page Intentionally Left Blank]

PASSED AND ADOPTED, this March 20, 2012.

TOWN OF LITTLE ELM, TEXAS

_____
Mayor Pro Tem

ATTEST:

_____
Town Secretary

(Town Seal)

APPROVED AS TO FORM:

_____
Town Attorney

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

TOWN OF LITTLE ELM

Town Council

STAFF REPORT

PROJECT:	Vendor/Solicitor Ordinance Revisions
HEARING DATES:	Town Council: Work Session: 03/06/12 **Regular Meeting: 03/20/12**
REQUEST:	Adopt Ordinance 1097.
PLANNING ANALYSIS:	The proposed revision corrects an error in the ordinance that in the past has been circumvented by internal policy and interpretation. Per Council direction, Staff is taking this opportunity to make the revision so that the ordinance reads properly and better serves prospective vendors.
RECOMMENDED ACTION:	Staff recommends approval of Ordinance #1097.
TOWN CONTACT:	Dusty McAfee, AICP – Planning Manager
ATTACHMENTS:	Ordinance #1097

TOWN OF LITTLE ELM

ORDINANCE NO. 1097

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE TOWN, BY AMENDING CHAPTER 26 (BUSINESSES AND BUSINESS REGULATIONS), BY AMENDING ARTICLE VI (VENDORS, PEDDLERS, AND SOLICITORS) TO CLARIFY EXISTING POLICY; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council directed Staff to clarify internal policy regarding prohibited activities within the vendor regulations; and

WHEREAS, after due deliberations and consideration of any other information and materials received at the open meeting, the Town Council has determined that the amendments set forth herein should be adopted, and that such amendments are in the best interest of the public health, safety, and welfare of the citizens of the Town.

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

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

SECTION 2. AMENDMENT AND ADOPTION. That Chapter 26 (Businesses and Business Regulations) of the Town of Little Elm Code of Ordinances, is hereby amended, in part, by amending Article VI (Vendors, Peddlers, and Solicitors), so that Section 26-280(A) reads:

It shall be unlawful for any person to peddle, solicit, hawk, sell or take orders for or offer to take orders for any item or service in the following places in the Town, **unless in possession of a valid Town-issued permit**:

SECTION 3. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 4. PENALTY. Any person, firm, or corporation violating any of the provision of this ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars ($2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 5. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 6. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are herby repealed to the extent of that conflict.

SECTION 7. EFFECTIVE DATE. That this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED this the _____ day of _____, 2012.

The Town of Little Elm, Texas

_____
Charles Platt, Mayor

ATTEST:

_____
Kathy Phillips, Town Secretary

AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: March 20, 2012

PROJECT: **Revised Frisco Hills, Frisco Ranch, and the Preserve Development Agreement, Interlocal Agreement, and Compromise and Settlement Agreement**

DESCRIPTION: The Town's Attorney has worked with Frisco Hills representative on a Revised the Frisco Hills, Frisco Ranch, and The Preserve Development Agreement, Interlocal Agreement, and Compromise and Settlement Agreement. The agreement had to be revised to reflect the changes in the sanitary sewer treatment and line locations. The developer asked for some additional changes and staff requested a few also. A list of the changes:

1. The developer will be required to obtain irrigation permits and inspection as if they are within the Town.
2. The first emergency siren was installed in Frisco Ranch. The second siren for Frisco Hills was changed from first permit to before 350 building permits are issued. Agreement revisions further clarifies that the Town's Fire Department controls the sirens and the District pays any operational and maintenance costs.
3. Due to proposed internal layouts of the subdivision the second lanes of Rock Hill Road are not required to be built before 500 building permits instead of 350 building permits.
4. The agreement had a Public Improvement District (PID) building the trails, screening wall, and public amenities. The developer no longer wants to create a PID and will just build those improvements traditionally. All references to the PID have been removed from the agreement.
5. Revised Standards: Mailboxes must be brick and placed next to each other every other lot to reduce street clutter.
6. Revised Standards: All internal side and reverse lot fences must be board on board.
7. Revised Standards: All fences must be built as if they are within the Town.
8. Revised Standards: Landscape screening around lift station site required.
9. Updated all building and electrical codes to the Town's currently adopted 2008 (electrical) and 2009 (building, fire, plumbing, etc.) codes.

10. The trails within Frisco Ranch and The Preserve were supposed to be constructed within three years of the agreement. Revised to be constructed before the 500th building permit in Frisco Hills.
11. The Town currently does plan review for $650. Agreement is revised currently to have the Town do the complete inspection for $1475 a lot (approximately 1200 lots).
12. Developer is required to pay a $150,000 sewer option fee this year. Agreement proposes to waive that fee.
13. Revised agreement that the Town will provide sewer treatment at the Town's wastewater treatment plant and upsize existing 10" force main along FM 423 to accommodate future flows from Doe Creek Peninsula. The District is responsible to upsize lines through Frisco Ranch and builds lift stations to transport. District is still required to build 20" water line from FM 423 water tower to meter station in Frisco Hills.
14. Developer is asking for permission to use existing well waters until 20" water line is constructed or December 2012.

COST: **N/A**

FUNDING: **N/A**

SCHEDULE: Agreement will be filed and enforced by the Town and the District. Frisco Hills Phase I expected to start selling homes late this summer.

RECOMMENDED ACTION: **Staff recommends Council approve Revised Frisco Hills, Frisco Ranch, and The Preserve Development Agreement, Interlocal Agreement, and Compromise and Settlement Agreement between the Town of Little Elm and Frisco Hills, L.P. and authorize Town Manager to execute amendment for the same.**

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

ATTACHMENTS: 1. Revised Agreement

FRISCO HILLS, FRISCO RANCH AND THE PRESERVE DEVELOPMENT AGREEMENT, INTERLOCAL AGREEMENT, AND COMPROMISE AND SETTLEMENT AGREEMENT, AS REVISED FOR 2012

This Development Agreement, Interlocal Agreement, and Compromise and Settlement Agreement, as Revised for 2012 ("Revised Agreement") is executed among Absolute Development, LLC ("Absolute"), a limited liability corporation; 165 HOWE, L.P., a Texas limited partnership ("Howe"); FH 295, LLC ("FH 295"), a limited liability corporation; the Denton County Fresh Water Supply District No. 8-C ("District"); and the Town of Little Elm, Texas ("Town"), to be effective March 20, 2012 ("Effective Date").

ARTICLE I
RECITALS

WHEREAS, the Town is a home-rule municipality of the State of Texas; and

WHEREAS, Absolute is a Texas limited liability corporation which owns and is developing an approximately 38-acre residential development located in the Town's extraterritorial jurisdiction ("ETJ") known as the Preserve ("Preserve"); and

WHEREAS, Howe is a Texas limited liability partnership which owns and is developing an approximately 176-acre development located in the Town's ETJ known as Frisco Ranch ("Frisco Ranch"); and

WHEREAS, FH 295 is a Texas limited liability partnership which owns and is developing an approximately 295.465-acre development located in the Town's ETJ known as Frisco Hills ("Frisco Hills"); and

WHEREAS, Absolute, Howe and FH 295 are sometimes collectively referred to as the "Owners"; and

WHEREAS, the District is a conservation and reclamation district and a political subdivision of the State of Texas that provides retail water and sewer services within the boundaries of the District; and

WHEREAS, in 2008, an agreement entitled **"FRISCO HILLS, FRISCO RANCH AND THE PRESERVE AGREEMENT, INTERLOCAL AGREEMENT, AND COMPROMISE AND SETTLEMENT AGREEMENT"** ("Original Agreement") was entered into among Absolute, Howe, the Town, PMR/WHM, Ltd. ("PMR"), Frisco Hills, L.P. ("FH, L.P."), and District; and

WHEREAS, PMR is a prior owner of Frisco Ranch, but has conveyed its interests in Frisco Ranch to Howe; and

WHEREAS, FH, L.P., is a prior owner of Frisco Hills, but has conveyed its interests in Frisco Hills to FH 295; and

WHEREAS, the Preserve, Frisco Ranch and Frisco Hills, as well as a commercial/retail area known as the Shops at Sunset Pointe ("Sunset Pointe"), are located within the boundaries of the District, the approximate locations of which are shown on the map attached hereto as **Exhibit A**; and

WHEREAS, the Preserve, Frisco Ranch and Frisco Hills are sometimes collectively referred to as the "Developments"; and

WHEREAS, Absolute, Howe, FH 295, the District and the Town are sometimes individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, in early 2007, a dispute arose among the owners, at that time, of the Developments and the Town regarding the Town's authority to require building permits, inspections, approvals, and payment of related fees for development of property in the Town's ETJ, including but not limited to the Developments; and

WHEREAS, as a result of this dispute, litigation was instituted among the then owners of the Developments and the Town in a case styled *Absolute Development, LLC, PMR/WHM, Ltd., and Frisco Hills, LP v. Town of Little Elm, and Board of Adjustment for the Town of Little Elm, Texas;* Cause No. 2008-40080-362, in the 362nd District Court of Denton County, Texas ("Litigation"); and

WHEREAS, in an effort to resolve the issues raised in the Litigation, the parties to the lawsuit, as well as the District, engaged in substantial discussions and negotiations to address the issues raised in the Litigation, as well as other development and regulatory matters that would impact the development of the Preserve, Frisco Ranch, Frisco Hills and Sunset Pointe within the District and within the Town's ETJ; and

WHEREAS, those parties reached agreement on certain matters including, but not limited to, matters relating to building permits and inspections; public infrastructure construction and inspections; emergency warning sirens; limited purpose annexation of commercial properties; the provision of a public trail system; signage; the provision of water and sewer services; and certain development standards, each of which are described more particularly within the Original Agreement; and

WHEREAS, the Original Agreement was amended twice in 2010, once between the Town and Howe regarding the installation of warning sirens, and once between FH, L.P., and the Town regarding PID improvements; and

WHEREAS, neither PMR nor FH, L.P., have any remaining interests in the Developments; and

WHEREAS, the current Owners of the Developments (Absolute, Howe and FH 295), the District and the Town have negotiated certain changes to the Original Agreement; and

WHEREAS, the Parties desire to remove certain obsolete provisions from the Original Agreement and to indicate in the Revised Agreement where certain obligations have been satisfied and fulfilled; and

WHEREAS, Owners and the Town have the authority to enter into this Revised Agreement pursuant to Section 212.171 of the Texas Local Government Code; and

WHEREAS, Owners and the Town intend that this Revised Agreement is a development agreement as provided for by state law in Section 212.171 of the Texas Local Government Code; and

WHEREAS, the Town and the District have the authority to enter into this Revised Agreement pursuant to the authority of Chapter 791 of the Texas Government Code; and

WHEREAS, the Town and the District intend that this Revised Agreement is an Interlocal Agreement as provided for by state law in Chapter 791 of the Texas Government Code; and

WHEREAS, Owners, the District and the Town intend that the Original Agreement remain in full force and effect except to the extent specifically amended by this Revised Agreement; and

WHEREAS, all Parties to this Revised Agreement believe that the agreements, pledges and obligations created by this Revised Agreement are in the best interests of the Parties and that the implementation of the terms of this Revised Agreement will provide for an efficient and effective regulatory scheme for development of the Preserve, Frisco Ranch and Frisco Hills within the District and the Town's ETJ.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged and agreed, the Parties (collectively or individually as noted below) agree as follows:

ARTICLE II
PERMITS AND INSPECTIONS

2.1 Commercial Construction. All commercial construction within the Developments and Sunset Pointe shall obtain building permits from the Town and shall fully comply with the Town's then current commercial building permit standards, regardless of when the property at issue was platted or issued any other form of development permit.

2.2 Residential Construction. Through this Revised Agreement, Owners, the Town and the District (and once the Revised Agreement is recorded in the deed records of Denton County all future owners of property within the Developments) expressly consent and agree that all residential construction within the Developments will continue to be subject to a two-step inspection and permitting process, as described in the Original Agreement, that will consist of (1) obtaining building plan review from the Town and (2) obtaining building permits from the

Town, regardless of when the property at issue was platted or issued any other form of development permit. This two-step process, which is set forth with particularity in paragraph 2.3, below as it pertains to development within Frisco Ranch and the Preserve, and in paragraph 2.4 as it pertains to development within Frisco Hills, shall apply to all home builders within the Developments. Absolute represents and warrants that all home builders within the Preserve will fully comply with the requirements of this paragraph and related paragraphs; Howe represents and warrants that all home builders within Frisco Ranch will fully comply with the requirements of this paragraph and related paragraphs; and FH 295 represents and warrants that all home builders within Frisco Hills will fully comply with the requirements of this paragraph and related paragraphs.

2.3 Residential Construction Plan Review for Frisco Ranch and the Preserve. All residential construction to which paragraph 2.2, above, applies for development in Frisco Ranch and the Preserve shall be subject to the following requirements:

(a) All residential housing plans shall be submitted to the Town for review and approval prior to any site work being performed at the site for which the plan was submitted. No site work shall start at the site for which the plan was submitted until the Town's plan review process is complete and the Town has given its written approval to the submitted plan.

(b) The Town agrees to conduct front-end plan review on all submitted plans, which plans should include all building options to allow the Town to effectively and efficiently perform its front-end plan review. The Town agrees to provide its review of all properly submitted front-end plans within 10 business days after receipt of the plans. The Town agrees to provide its review of previously approved front-end plans within 2 business days after receipt of the plans. The Town, the District, Howe and Absolute acknowledge and recognize that any submitted plans that significantly deviate from the approved front-end plans and approved options will require more time for the Town to review. Nevertheless, the Town agrees that it will endeavor to complete its review within 10 business days after receipt of the plans. A significant deviation from an approved front-end plan would include, but not necessarily be limited to, an alteration that would change the building footprint shown in a previously approved plan; change the locations or numbers of windows and/or doors shown in a previously approved plan; or change the previously approved plan in a manner or degree similar to a change in building footprint, or window or door location or number.

(c) Except to the extent modified by this Revised Agreement, Burgess Inspection Group, Inc., or other third-party real estate inspection service company if agreed to by the Town and the District (hereinafter referred to as "Burgess"), will provide inspections of all residential construction pursuant to the terms of the Burgess Contract, a copy of which is attached hereto as **Exhibit B**. Any proposed modifications to the Burgess Contract that would alter, amend or revise the inspection services to be provided must be approved by the Town before such modifications can become effective. The Town agrees that it will not unreasonably withhold such approval. Howe and Absolute warrant that Burgess will perform as required by this Revised Agreement and as set forth in the Burgess Contract.

(d) Burgess shall perform meter release inspections on t-poles and electric and gas meters; and shall issue the required releases of same to the applicable utility providers.

(e) Burgess shall document when a required drainage plan is submitted and shall visually inspect lot drainage at the time of final inspection to ensure compliance with the drainage requirements for the particular subdivision or development being inspected.

(f) Burgess shall not approve any pre-drywall inspection unless and until it has received a copy of a licensed engineer's report or approval letter certifying the sufficiency of the concrete pour and concrete foundation.

(g) Burgess shall inspect all drives, drive approaches and public walks to the Town's existing standards regarding same at the time of the inspection.

(h) Within 24 hours of Burgess's final inspection of any structure, a written Final Inspection Report shall be provided to the Town that certifies that the structure (which shall include drives, drive approaches and public walks, as well as all vertical construction) has been constructed in accordance with the plans for such structure previously approved by the Town. Such Final Inspection Report shall be emailed to the Town in a PDF format, or other acceptable form agree to by the Town and Burgess, at Permits@littleelm.org, or other email address that may, from time to time, be provided by the Town to Burgess.

(i) Burgess shall provide the Town with a current list of IRC certifications for all staff performing inspections in the Town's ETJ, shall keep the list updated, and shall provide the Town with such updated list within 3 business days of updating.

2.4 Residential Construction Plan Review for Frisco Hills. All residential construction to which paragraph 2.2, above, applies for development in Frisco Hills shall be subject to the following requirements:

(a) All residential housing plans shall be submitted to the Town for review and approval prior to any site work being performed at the site for which the plan was submitted. No site work shall start at the site for which the plan was submitted until the Town's plan review process is complete and the Town has given its written approval to the submitted plan.

(b) The Town agrees to conduct front-end plan review on all submitted plans, which plans should include all building options to allow the Town to effectively and efficiently perform its front-end plan review. The Town agrees to provide its review of all properly submitted front-end plans within 10 business days after receipt of the plans. The Town agrees to provide its review of previously approved front-end plans within 2 business days after receipt of the plans. The Town and FH 295 acknowledge and recognize that any submitted plans that significantly deviate from the approved front-end plans and approved options will require more time for the Town to review. Nevertheless, the Town agrees that it will endeavor to complete its review within 10 business days after receipt of the plans. A significant deviation from an approved front-end plan would include, but not necessarily be limited to, an alteration that would change the building footprint shown in a previously approved plan; change the locations or numbers of windows and/or doors shown in a previously approved plan; or change the previously approved plan in a manner or degree similar to a change in building footprint, or window or door location or number.

(c) The Town will provide inspections of all residential construction.

(d) The Town shall perform meter release inspections on t-poles and electric and gas meters; and shall issue the required releases of same to the applicable utility providers.

(e) The Town shall provide inspections to ensure compliance with the Town's drainage requirements for the particular subdivision or development being inspected.

(f) The Town shall not approve any pre-drywall inspection unless and until it has received a copy of a licensed engineer's report or approval letter certifying the sufficiency of the concrete pour and concrete foundation.

(g) The Town shall inspect all drives, drive approaches and public walks to the Town's existing standards regarding same at the time of the inspection.

2.5 Residential Construction Standards. Residential construction shall be in compliance with all Town Building Codes and updates, including the 2009 International Building Code, the 2009 International Fire Code, the 2008 National Electrical Code, the 2009 International Mechanical Code, the 2009 International Plumbing Code, the 2009 International Residential Code, the 2009 International Gas Fuel Code, the 2009 International Energy Conservation Code, the 2009 International Property Maintenance Code, and all code amendments or subsequent versions of such codes if adopted by the Town. Local amendments are allowed if they have been adopted by at least four of the following cities: The Colony, Corinth, Denton, Highland Village, Lake Dallas, Oak Point, Roanoke and Trophy Club.

2.6 Plan Review Fee; Irrigation Permits. The Town, the District, Howe and Absolute agree that the Town's fee for the plan review and inspection program described in paragraph 2.3 of this Revised Agreement for Frisco Ranch and the Preserve shall be set at $650 per residential structure, which fee amount has been determined and set in conjunction with and in consideration of all other elements of consideration set forth in this Revised Agreement, including but not limited to the prior resolution of the Litigation. The Town, the District and FH 295 agree that the Town's fee for the plan review and inspection program described in paragraph 2.4 of this Revised Agreement for Frisco Hills shall be set at $1475 per residential structure. Owners expressly agree and acknowledge that the Town's plan inspection and review fee must be submitted to the Town contemporaneously with the submission of any plan and that the Town is under no obligation to review any submitted plans or to perform any inspections less and until the required plan review and inspection fee is paid in full. The Parties further agree that the Town will issue irrigation permits within the Developments, with the cost of such permits to be charged to the Owner of the Developments.

2.7 Contractor and Subcontractor Registration. Owners agree that all contractors and subcontractors performing any type of work in the respective Developments under their control shall be registered through the Town and that such registration of contractors and subcontractors shall be noted on an approved site plan for each residential structure. Owners shall take all steps necessary to ensure that their builders are responsible for ensuring full compliance with this contractor and subcontractor registration requirement.

ARTICLE III
DEVELOPMENT OBLIGATIONS

3.1 Masonry Coverage. Owners agree that all residential construction within the Developments within their respective controls shall be constructed in accordance with the requirements of this paragraph. Cementitious fiberboard may constitute 50% percent of stories other than the first floor; however, the remaining exterior façade of the main building and detached garage, excluding doors and windows, shall be constructed of 90% masonry. Any residential structure constructed on a lot which sides or backs up to Virginia Parkway (as referred to in the Original Agreement) or Rockhill Road (as it may be called in this Revised Agreement), however, may not contain cementitious fiberboard on the side or back of the house which faces Virginia Parkway (as referred to in the Original Agreement) or Rockhill Road (as it may be called in this Revised Agreement). For purposes of this Revised Agreement, masonry shall be defined as brick, natural or manufactured stone, granite, marble, architectural concrete block and stucco. Under no circumstances shall vinyl siding be permitted on any residential structure within the Developments.

3.2 Street and Landscaping Requirements. FH 295 agrees that the portion of Virginia Parkway (as referred to in the Original Agreement) or Rockhill Road (as it may be called in this Revised Agreement) that will be located within Frisco Hills shall be landscaped and lighted in a manner consistent and comparable with the landscaping and lighting of Virginia Parkway (as referred to in the Original Agreement) or Rockhill Road (as it may be called in this Revised Agreement) in the proposed Valencia on the Lakes development ("Valencia"), which is a master-planned residential community envisioned to develop on approximately 447.9 acres currently located wholly within the Town's ETJ, which property is generally situated along Doe Creek Road to the north, south of the Corps of Engineer's property and west of FM 423. FH 295 agrees to construct subdivision perimeter walls along Virginia Parkway (as referred to in the Original Agreement) or Rockhill Road (as it may be called in this Revised Agreement) that meet the Town's screening wall standards as set forth in Section 106-36(m) of the Town's zoning ordinance, as amended. FH 295 further agrees that no wooden screening fences shall be allowed on lots on which homes will be built that back up to, or that side, that portion of Virginia Parkway (as referred to in the Original Agreement) or Rockhill Road (as it may be called in this Revised Agreement) that will be located within Frisco Hills.

3.3 Signage. Owners agree that all existing and future signage within the Developments within their respective controls shall be in compliance with the Town's Sign Code, except for such signage deviations agreed to by the Town. The parties agree and acknowledge that the entry feature to Frisco Hills shall not be considered a sign.

3.4 Emergency Warning Sirens. Owners agree that emergency warning sirens will directly serve and benefit the Developments. In the Original Agreement, Owners agreed that they would jointly undertake the responsibility to install, at locations to be determined by the Town, two emergency warning sirens that will comply with the Town's existing emergency warning system. The first siren has been installed at the designated location within Frisco Ranch. This first siren will be controlled by the Town's Fire Department. The second of the two sirens will be installed at the designated location within Frisco Hills prior to the issuance of the 350st building permit by the Town for any residential structure in Frisco Hills. This second siren will also be controlled by

the Town's Fire Department. The District agrees that it will promptly reimburse the Town for any expenses incurred by the Town for the repair and maintenance of the two sirens.

3.5 Trail System. Owners agree to construct an 8-foot concrete public hike and bike trail system along the south side of Frisco Hills and Frisco Ranch, and along the lake portion of the Preserve, as shown in **Exhibit C** attached hereto (the "Trail Map"), contemporaneously with each phase of development of Frisco Hills, Frisco Ranch, or the lake portion of the Preserve. The trail system, once completed, will result in a continuous trail around Valencia up to the Sunset Pointe development, as shown in the Trail Map. Owners agree to provide parking spaces in the locations and numbers as shown in the Trail Map. Owners agree to provide public access parking adjacent to portions of the trail and at the amenity center. Trail parking at the amenity center, however, must be available to the general public and may not be limited to residents of the Developments. Each Owner is responsible for constructing that portion of the trail system adjacent to its development. The minimum design standards for the trails shall include the following: Trails shall be a minimum of eight feet (8') in width and six inches (6") in depth and be constructed out of 3500 psi concrete with #3 steel rebar at eighteen inches (18") on center each way (O.C.E.W.). Trail subgrade shall consist of two inches (2") of bedding sand and six inches (6") of 95% compacted soil subgrade. On average each trail system should have an average of two benches and one trash receptacle per 1000 linear feet of trail and one observation/rest area structure per 4,500 linear feet, which observation/rest area shall be consistent with or similar to the observation/rest area shown in **Exhibit D** attached hereto. Owners agree that all trail improvements within the Preserve shall be built within 5 years of the Effective Date of this Revised Agreement; that all trail improvements within Frisco Hills shall be built before the 500th building permit is issued by the Town for any residential structure in Frisco Hills; and that all other trail improvements be built within 10 years of the Effective Date of the Revised Agreement.

3.6 Virginia Parkway. FH 295 will construct Virginia Parkway (as referred to in the Original Agreement) or Rockhill Road (as it may be called in this Revised Agreement) as a two lane roadway for Frisco Hills Phase One, with the other two lanes to be constructed after 500 permits for lots in Frisco Hills are issued, or a reimbursement agreement with the owner/developer of Valencia on joint infrastructure occurs. Virginia Parkway (as referred to in the Original Agreement) or Rockhill Road (as it may be called in this Revised Agreement), as it crosses the Brazos Electric easement, shall be part of the development of the first 500 units. An eight foot (8') sidewalk must be constructed only on one side of Virginia Parkway (as referred to in the Original Agreement) or Rockhill Road (as it may be called in this Revised Agreement) within the Town's ETJ along each section of Virginia Parkway (as referred to in the Original Agreement) or Rockhill Road (as it may be called in this Revised Agreement) in lieu of two five foot (5') sidewalks as it is constructed in the right of way and within the ten foot (10') sidewalk and landscape easement along the Frisco Hills development required to be on the development plat.

3.7 Fences/Mailboxes. All fences built on side and reverse lots located adjacent to any public right of way in the Developments shall be constructed of a board-on-board design in a manner acceptable to the Town and in full compliance with the Town's fencing standards. All other fences within the Developments shall fully comply with the Town's fencing standards. All mailboxes within each individual Development shall be standardized, constructed in brick with

the same brick color used on the home, and comply with the materials and details set forth in each Development's respective HOA design guidelines for mailboxes. All mailboxes shall be located on the front corner of the lot between the sidewalk and the street approximately one foot inside the property line and situated in such a manner that it is side by side with the mail box to be constructed on the neighboring lot on the common property line if feasible.

3.8 Other Town Regulations. Except to the extent modified by this Revised Agreement, the Developments shall be subject to all Town ordinances applicable in the Town's ETJ.

ARTICLE IV
PUBLIC IMPROVEMENT DISTRICT OBLIGATIONS REMOVED; HOA TO REPLACE PID

4.1 PID Obligations Removed; HOA Created. All obligations in the Original Agreement regarding the creation, establishment, and continued operation of a public improvement district ("PID") by the Town to finance certain improvements within the Developments are hereby removed from this Revised Agreement. Owners agree to create a Mandatory Homeowners Association ("HOA"), in a manner and with such powers determined to be acceptable by the Town, to ensure that the improvements previously contemplated to be paid for by the PID in the Original Agreement will be paid for by the HOA per the terms of the Revised Agreement to pay for the costs of the trail system and related improvements

4.2 Public Improvements to be Paid for by the HOA. FH 295 agrees that the following public improvements will be constructed by FH 295 through the HOA: a pedestrian trail; a screening wall along Virginia Parkway (as referred to in the Original Agreement) or Rockhill Road (as it may be called in this Revised Agreement) ; landscaping, irrigation and lighting along Virginia Parkway (as referred to in the Original Agreement) or Rockhill Road (as it may be called in this Revised Agreement); and enhanced trail amenities such as benches and covered observation/rest areas ("Public Improvements"), each of which are more particularly described in **Exhibit E** attached hereto and shown on the public improvements location map attached hereto as **Exhibit F**. FH 295 agrees that all of the Public Improvements will be constructed, installed and fully functional before the 801st building permit is issued by the Town for any residential structure in Frisco Hills. Owners agree that all trail improvements within the Preserve shall be built within 5 years of the Effective Date of this Revised Agreement; that all trail improvements within Frisco Hills shall be built before the 500th building permit is issued by the Town and shall be built commensurate with the construction of that phase of Frisco Hills; and that all other trail improvements be built within 10 years of the Effective Date of the Revised Agreement. The pedestrian trail adjacent to Frisco Ranch, the Preserve and Frisco Hills shall be constructed with those portions of the trail system adjacent to each phase of the development. FH 295 agrees that no phase of Frisco Hills will be accepted, approved, have a plat recorded with Denton County, or receive utilities from the Town until the trail system adjacent to that phase of Frisco Hills has been completed and determined to be acceptable to the Town. ***All Parties expressly understand and acknowledge that the Town will not issue, or allow to be issued, building permits in excess of 500 within Frisco Hills unless and until the trail improvements within the Preserve are fully completed and functional.***

4.3 Levy of Assessments. ***Deleted from Revised Agreement.***

4.4 Acceptance of Assessments and Recordation of Covenants Running with the Land. ***Deleted from Revised Agreement.***

4.5 Public Improvements. ***Deleted from Revised Agreement.***

4.6 Construction, Ownership, and Transfer of Public Improvements.

(a) Construction Plans. All Public Improvements will be completed before the 801st building permit is issued by the Town for any residential structure in Frisco Hills. FH 295 shall prepare plans and specifications for each of the Public Improvements and submit them to the Town for approval in accordance with this Revised Agreement. The Town shall have 30 business days from its receipt of construction and/or engineering plans, or any amendment to previously approved plans, to approve or deny the plans.

(b) Contract Award. The contracts for construction of the Public Improvements shall be let in the name of the Town. FH 295's engineers shall prepare and provide all contract specifications and necessary related documents. The Town shall administer all contracts. The costs of construction shall be paid from HOA funds.

(c) Construction Standards and Inspection. The Public Improvements shall be constructed and inspected in accordance with applicable state law, Town ordinances, building codes, the bond ordinance and other development requirements, including those imposed by any other governing body or entity with jurisdiction over the Public Improvements.

(d) Competitive Bidding. This Revised Agreement and construction of the Public Improvements are anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code Sections 252.022(a)(9) and 252.022(a)(11) based upon current cost estimates. However, in the event that the actual costs for the Public Improvements do not meet the parameters for exemption from the competitive bid requirement, then either competitive bid or alternative delivery methods may be utilized by Town as allowed by law. Notwithstanding the foregoing, the Town may elect to competitively bid or utilize alternative delivery methods for any portion or all of the Public Improvements.

(e) Ownership. All of the Public Improvements shall be located in a public easement, on District land, or on Town land. Owners agree to take any action reasonably required by the Town to transfer or otherwise dedicate easements for the Public Improvements to the Town and the public.

(f) Mandatory Homeowners Association. Owners will create or amend, in a manner acceptable to the Town, the HOA, which HOA, whether one or more, shall be required to levy and collect yearly assessments in an amount calculated to maintain the open spaces, common areas, right-of-way irrigation systems, right-of-way landscaping, trail system, screening walls and any other Public Improvements contemplated by this Revised Agreement. Owners agree that the HOA will be filed before a final plat is filed for Frisco Hills. It is expressly understood and agreed that no final plat for Frisco Hills will be approved unless and until the HOA has been created and is functional to the satisfaction of the Town.

ARTICLE V
PID BONDS

5.1 PID Bond Issuance. ***Deleted from Revised Agreement.***

5.2 Bond Funds Deposited. ***Deleted from Revised Agreement.***

5.4 Cost for Non Bank Qualified Bonds. ***Deleted from Revised Agreement.***

ARTICLE VI
PAYMENT OF PUBLIC IMPROVEMENTS

6.1 Construction Fund. ***Deleted from Revised Agreement.***

6.2 Cost Overrun. ***Deleted from Revised Agreement.***

6.3 Remainder for Public Improvements. ***Deleted from Revised Agreement.***

6.4 Operation and Maintenance. FH 295 agrees that the HOA established to maintain and operate the open spaces, common areas, right-of-way irrigation systems, right-of-way landscaping, trail system, screening walls and any other Public Improvements within the Developments will adequately perform such duties.

ARTICLE VII
INSPECTION OF PUBLIC INFRASTUCTURE

7.1 District-Owned Infrastructure. The District and Owners agree that all infrastructure (such as water lines, sewer lines and roads) that are to be constructed on-site or off-site to serve the Developments that, upon acceptance, will be owned by the District ("District Infrastructure"), will be subject to a Town inspection fee of 0.25% of actual construction costs, which fee Owners agree to pay. All infrastructure plans for District Infrastructure must be submitted to and approved by the Town prior to the commencement of construction. The Town agrees that it will not charge its standard flatwork permit fees on the District Infrastructure. The District shall be the primary inspector and shall be responsible for inspection and testing of the District Infrastructure, but agrees to provide the Town's inspectors reasonable access to the job site and all inspection reports to provide the Town with an acceptable level of oversight over the inspections. Additionally, the District agrees to provide the Town with copies of all testing reports within 5 business days of the District's receipt of such reports. The Parties agree that the Town's inspectors will not have the authority to stop or suspend construction of District Infrastructure, but further agree that the Town will be included on the final walk through of District Infrastructure and agree that the comments, if any, of the Town's inspectors will be addressed on a final punch list for the District Infrastructure.

7.2 Town-Owned Infrastructure. The District and Owners agree that all facilities and infrastructure that will become the property of the Town immediately following construction completion (such as water lines and sewer lines) that are constructed on-site or off-site to serve

the Developments that, upon acceptance, will be owned by the Town ("Town Infrastructure") will be subject to a Town inspection fee of 1.00% of actual construction costs, which fee Owners agree to pay. All infrastructure plans for Town Infrastructure must be submitted to and approved by the Town prior to the commencement of construction, which approval shall not unreasonably be withheld. The Town agrees that it will not charge its standard flatwork permit fees on Town Infrastructure.

7.3 Town-Owned Infrastructure Inspections. On Town Infrastructure, the Town and the District shall be jointly responsible for inspection. The District and Owners agree and warrant that Town Infrastructure will be designed, constructed and installed to meet the minimum requirements of Chapter 217 of the rules and regulations of the Texas Commission on Environmental Quality, as well as the minimum design criteria of the Town. In addition, the Parties agree that the Town must approve design plans and specifications of Town Infrastructure prior to the project being bid. The Parties agree that the Town will be allowed 30 days for this review. Moreover, as part of the Town's on-site inspection process during construction, Town inspectors will have the authority to issue a stop work order if the Town inspector observes any deviation from the construction plans or specifications. The Town's inspector will notify the District's inspector of any deficiencies that need to be corrected due to design, construction, or contractor conflicts in the field and the District's inspector will notify the contractor to correct that deficiency. In the event that the District's inspector does not agree with the Town's inspector, the Town will provide a written request to the District's engineer that must be addressed within thirty-six (36) hours. If the deficiency is not addressed to the Town's satisfaction, the Town can withhold acceptance of the Town Infrastructure. The District agrees that it will include and pay for testing as part of their overall testing contract and that the Town will be provided all District testing reports. The Town will perform the final walk through of the project and the District's comments will be addressed on a final punch list for the Town Infrastructure.

7.4 Infrastructure. All infrastructure that is paid for through the HOA as described in this Revised Agreement shall be subject to the Town's complete infrastructure inspection program and fees.

ARTICLE VIII
SEWER LIFT STATION

The sewer lift station planned to be constructed in Frisco Hills (as shown on **Exhibit G** attached hereto) shall by owned and operated by the District. Lift station design and construction shall meet all Town standards governing same. The Town will inspect the lift station pursuant to the procedures set forth in paragraph 7.1, above. The lift station shall be required to visibly screened by landscaping in a manner deemed acceptable to the Town.

ARTICLE IX
SEWER AGREEMENT WITH THE DISTRICT AND OTHER SEWAGE ISSUES

9.1 Current Agreements Not Affected Other Than Second Amendment to Amendment No. 1. The Town and the District acknowledge that all prior agreements between the Town and the District (or other predecessor special district to the District) remain in full force and effect and the Town and the District reaffirm their intent and legal obligation to fully comply with such

agreements which include, but are not necessarily limited to, the following: Sanitary Sewer System Extension and Wholesale Waste Water Collection Service Agreement, entered into between the Town and Denton County Fresh Water Supply District No. 8-B on February 13, 2002; Option Agreement, entered into between the Town and the District on January 20, 2004; Option Agreement No. 2, entered into between the Town and the District on May 17, 2006; and Amendment No. 1 to Assignment, Assumption, Release and Restatement of Sanitary Sewer System Extension and Wholesale Waste Water Collection Service Agreement, entered into between the Town and the District on May 17, 2006. Notwithstanding this paragraph, howe3ver, the Town and the District, by and through this Revised Agreement, expressly cancel those obligations set forth in the Second Amendment to Amendment No. 1 to Assignment, Assumption, Release and Restatement of Sanitary Sewer System Extension and Wholesale Waste Water Collection Service Agreement ("Second Amendment"), approved by the Town on February 23, 2011, and approved by the District on March 28, 2011. By cancelling the Second Amendment, the Town and the District acknowledge that the $150,000 payment, which the Second Amendment provides shall be paid from the District to the Town by December 31, 2011, need not be paid to the Town and that such obligation shall be considered fully satisfied by the District in light of the other terms and considerations set forth in this Revised Agreement.

9.2 Sewer Agreement Amendment. In the Original Agreement, the Town and the District agreed, contemporaneously with the approval of the Original Agreement, or as soon as was practicable thereafter, to enter into an Amendment No. 2 to Assignment, Assumption, Release and Restatement of Sanitary Sewer System Extension and Wholesale Waste Water Collection Service Agreement ("Amendment No. 2") in substantially the form attached hereto as **Exhibit H,** with such Amendment No. 2 to provide that all property covered by the amendment, which would include all of the Preserve and the Hills, be subject to the assessment and collection of wastewater impact fees of $1,200 per residential unit. Amendment No. 2 was entered into by the Town and the District and that obligation of the Original Agreement has been satisfied. By this Revised Agreement, Amendment No. 2 is hereby amended, however, in regards to the Sewer Impact Fee described in Section 2(b) of Amendment No. 2 in that such Sewer Impact Fee (which amount is currently set forth in Amendment No. 2 at $1200 per residential unit but which may, from time to time, be amended by the Town and the District) shall be paid at the time of building permit issuance rather than it the time of plan review. The District further agreed that it would undertake good faith efforts to enter into an agreement with the owner/developer of Valencia, or any special district that is acting on behalf of Valencia, that would require the District, in return for fair and adequate consideration, to make available to Valencia at least 300 residential unit connections (or its equivalent for non-residential uses) for sewage transmission capacity through the District's sewage transmission lines and easements to allow such sewage to be transmitted to Little Elm's Wastewater Treatment Plant ("LEWTP"). The execution of such proposed agreement ("District/Valencia Agreement") was made an express condition to the effectiveness of Amendment No.2 once approved. The District/Valencia Agreement was entered into as contemplated by the Original Agreement.

9.3 Sewage Connection Points. District and FH 295 agree that they will provide sewer connection points, acceptable to the Town, through Frisco Hills to other properties located on the Doe Creek Lake Lewisville peninsula on which Frisco Hills is located. The Town agrees to pay for and install all needed meters for the sewer pass through obligations set forth in this paragraph.

9.4 Costs to Build to Ultimate Capacity. District and FH 295 expressly understand and acknowledge that all offsite sewer lines and sewer facilities will need to be designed and constructed for the ultimate build out capacity of Frisco Hills, and that all required easements and rights-of-way for such service will need to be obtained, which will require that the infrastructure capacity meet the capacity requirements. Such infrastructure capacity in the Original Agreement was as shown in the Town of Little Elm's Water and Wastewater CIP Report for Basins 9 and 10, and as is reflected in **Exhibit I-S** to the Original Agreement. In this Revised Agreement, the required infrastructure capacity requirements are as shown in **Exhibit I-S (as amended)** entitled "OFFSITE SANITARY SEWER IMPROVEMENTS FRISCO HILLS – PHASE 1." The Town will improve and expand the existing 8-inch force main along FM 423 to a 14-inch force main in order to accommodate the anticipated sewage flow from the ultimate build out of the Doe Creek Peninsula. The District will be responsible for designing, obtaining land for, and constructing and maintaining all sewer lines and sewer facilities needed to tie into the Town's improved and expanded 14-inch force main along FM 423, which anticipated improvements are shown in **Exhibit I-S (as amended)**.

9.5 Transmission Capacity and Phasing of Connections. The Parties expressly acknowledge that the LEWTP has limited sewer force main capacity to accommodate the sewage and wastewater anticipated to be generated by the Developments and that sewer connections must be phased. The Parties agree that the initial phase of sanitary sewer and wastewater generated from the Developments that is transmitted to the LEWTP for treatment shall be limited to not more than 800 total residential unit connections (or its equivalent for non-residential uses) for sewage transmission capacity, and that such initial phase will connect to the Town's existing 10-inch force main near the Frisco Ranch Lift Station, as shown and described in **Exhibit I-S (as amended).** All sanitary sewer and wastewater generated from the Developments that is transmitted to the LEWTP for treatment after 800 total residential unit connections (or its equivalent for non-residential uses) for sewage transmission capacity shall flow into the Frisco Hills Lift Station, which lift station shall be connected by the District's new 14-inch force main to the Town's new 14-inch force main at FM 423, with such sewage to flow into the LEWTP, as shown and described in **Exhibit I-S (as amended).**

9.6 Additional Capacity and the Washington Line. ***Deleted from Revised Agreement.***

9.7 Valencia on the Lake. ***Deleted from Revised Agreement.***

9.8 Additional Capacity of the Panther Creek Line. ***Deleted from Revised Agreement.***

9.9 Agreement with City of Frisco. ***Deleted from Revised Agreement.***

9.10 Treatment Capacity. The Town agrees that it will provide sufficient capacity for the treatment and disposal of all sewage and wastewater from the Developments at the LEWTP.

9.11 Transmission Costs to the Washington Line. ***Deleted from Revised Agreement.***

9.12 Easements and Rights-of-Way. Owners and the District agree to provide all necessary easements and other rights-of-ways to the Town in order for the sanitary sewer obligations envisioned in the Agreement and this Revised Agreement to be accomplished.

ARTICLE X
WATER AGREEMENT WITH THE DISTRICT AND OTHER WATER ISSUES

10.1 Water Agreement. The Town and the District agreed, contemporaneously with the approval of the Original Agreement, or as soon as is practicable thereafter, to enter into a Wholesale Water Supply Agreement Between the Town of Little Elm, Texas, and Denton County Fresh Water Supply District No. 8-C ("Water Agreement") in substantially the form attached hereto as **Exhibit J,** with such Water Agreement to address water hook-up fees for the first phase of the Hills as described in the Town's 2008 Rate Study provided to the District, and the provision of water wholesale rates. Rates will be subject to change based on updated cost of service studies, performed at the Town's discretion, but not more frequently than once per year or less than once every 3 years. The Water Agreement was timely entered into by the Town and the District. By this Revised Agreement, the Water Agreement is hereby amended, however, in regards to the Connection Fee described in Section 4.01(b) of the Water Agreement in that such Connection Fee (which amount is currently set forth in the Water Agreement at $750 per residential LUE but which may, from time to time, be amended by the Town and the District) shall be paid at the time of building permit issuance rather than it the time of plan review.

10.2 Water Connection Points. The District and FH 295 agree that they will provide water connection points, acceptable to the Town, through Frisco Hills to other properties located on the Doe Creek Lake Lewisville peninsula on which Frisco Hills is located. The Town agrees to pay for and install all needed meters for the water pass through obligations set forth in this paragraph.

10.3 Costs to Build to Ultimate Capacity; Temporary Use of Water Wells. District and FH 295 expressly understand and acknowledge that all offsite water lines and water facilities will need to be designed and constructed, and that all required easements and rights-of-way for such service will need to be obtained, for the ultimate build out capacity of the Hills, which will require that the infrastructure capacity meet the capacity requirements as shown in the Town of Little Elm's Water and Wastewater CIP Report for Basins 9 and 10, and as reflected in **Exhibit I-W**, and that the costs for such ultimate capacity design and construction shall be the responsibility of the District and/or FH 295 (pursuant to whatever arrangement that those two entities may make on the apportionment of such costs) and that the Town shall bear no portion of such costs. FH 295 is expressly permitted to use water obtained from the District's water wells to serve the Hills until such time that the needed water lines and water facilities to serve the Hills, and as are required by the Revised Agreement, are constructed and operational. In no event, however, will the use of water wells be permitted after December 1, 2012, unless expressly agreed to by the District, the Town and FH 295.

10.4 Impact Fees. The Town agrees that it will not apply impact fees to the Developments other than as expressly set forth herein.

ARTICLE XI
LIMITED PURPOSE ANNEXATION OF COMMERCIAL TRACTS; IMMUNITY FROM ANNEXATION OF ALL OTHER TRACTS

11.1 Strategic Partnership Agreement. In the Original Agreement, the District and the Town agreed to enter into a Strategic Partnership Agreement ("SPA") for the limited purpose annexation of a certain limited purpose annexation area. The SPA was adopted by the Town and the District, which provided that the Town receive 100% of the sales and use tax revenue collected within the limited purpose annexation area, and pay 50% of the general sales and use tax revenue collected within the limited purpose annexation area to the District, for a period of 10 years after the effective date of the limited purpose annexation authorized by the SPA, as specified in such SPA. After the expiration of a period of 10 years after the effective date, the SPA provided that the Town receive and retain 100% of the sales and use tax revenue collected within the limited purpose annexation area for as long as such sales and use tax is assessed and collected. The sales and use tax authorized by the Original Agreement and this Revised Agreement did not include, however, section 4A and section 4B sales taxes which the Town may impose for economic development pursuant to the Development Corporation Act of 1979, TEX. REV. CIV. STAT. ANN. art. 5190.6, or any street maintenance tax monies collected as allowed by law.

11.2 Existing ETJ Controls in the Limited Purpose Annexation Area. The District and Owners expressly recognize and consent to the Town's ability to continue to exercise those regulatory powers over the limited purpose annexation area as though those properties remained in the Town's ETJ, including but not limited to the Town's power to regulate signage, platting and subdivision, and permitting.

11.3 Commercial Standards for Limited Purpose Annexation Area. The District and Owners agree that all commercial structures erected in the limited purpose annexation area will be subject to the Town's permitting process, including the payment of all fees, as though the limited purpose annexation area was within the Town's corporate limits for all purposes.

11.4 Immunity from Full Purpose Annexation. Except as provided for the commercial tracts with limited purpose annexation, the Developments shall remain in the ETJ of the Town and be immune from full purpose annexation by the Town for the Term of the Original Agreement.

11.5 Full Purpose Annexation. The Town shall have the right, but not the obligation, to full purpose annex the Developments prior to the expiration of the Term of the Original Agreement if construction of the Infrastructure to serve full development of the Developments is complete and the District has issued bonds to reimburse the cost of the Infrastructure to the fullest extent allowed by law. Upon full purpose annexation of the Developments prior to the expiration of the Term of this Agreement (and the resulting dissolution of the District and Town assumption of District obligations as required by law), the Term of the Original Agreement shall terminate upon the effective date of the full purpose annexation.

ARTICLE XII
EVENTS OF DEFAULT; REMEDIES

12.1 Events of Default. No Party shall be in default under the Original Agreement or Revised Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this the Original Agreement or Revised Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within 5 business days after it is due.

12.2 Remedies. If a Party is in default, the aggrieved Party may, in its sole discretion and without prejudice to any other right or remedy under the Original Agreement or Revised Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. In addition to the aforementioned remedies, if an Owner is in default under the Original Agreement or Revised Agreement, the Town shall have the right to withhold approval of any final plat of the Owner in default or disallow the issuance of any building permits with respect to the land covered by such final plat of the Owner in default, which delay in approval may extend until that Owner's default has been cured. This provision shall be sufficient evidence of an Owner's waiver of any statutory approval periods as specified in the Chapter 212 of the Texas Local Government Code, as amended. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THE ORIGINAL AGREEMENT OR THE REVISED AGREEMENT SHALL:

(a) entitle the aggrieved Party to terminate the Original Agreement or Revised Agreement except for those express termination provisions regarding the Town's sewer agreement with the District (as set forth in Article IX) and those express termination provisions regarding the Town's water agreement with the District (as set forth in Article X) ; or

(b) entitle the aggrieved Party to suspend performance under the Original Agreement or Revised Agreement unless the portion of the Developments for which performance is suspended is the subject of the default (for example, the Town shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that Developer A is in default with respect to any other tract or based on the grounds that any other developer is in default with respect to any other tract); or

(c) entitle the aggrieved Party to seek or recover monetary damages of any kind except for unpaid fees and costs provided in the Original Agreement or Revised Agreement; or

(d) limit the Term of the Original Agreement or Revised Agreement.

12.3 Governmental Powers; Waivers of Immunity. By its execution of the Original Agreement and Revised Agreement, neither the Town nor the District waives or surrenders any of its governmental powers, immunities, or rights except as follows:

(a) The Town and the District waive their respective governmental immunities from suit and immunity from liability as to any action brought by any Party to the Original Agreement or Revised Agreement to pursue the remedies available under the Original Agreement or Revised Agreement, but only to the extent necessary to pursue such remedies and only to the extent authorized by law. Nothing in this section shall waive any claims, defenses or immunities or tort limitation that the Town and/or District has with respect to suits against the Town and/or District by persons or entities other than the Parties to the Original Agreement or Revised Agreement. Nothing in the Original Agreement or Revised Agreement, however, shall waive any claims, defenses or immunities or tort limitation that the Town and/or District may have with respect to any claim or suit against the Town and/or District arising from injury to persons (including death) or damage to or destruction of personal property.

(b) Nothing in the Original Agreement or Revised Agreement is intended to delegate or impair the performance by the Town and/or District of their governmental functions, and the Town and District waive, to the maximum extent authorized by law, any claim or defense that any provision of the Original Agreement or Revised Agreement is unenforceable on the grounds that it constitutes an impermissible delegation or impairment of the Town's or District's performance of their governmental functions.

ARTICLE XIII
ASSIGNMENT AND ENCUMBRANCE

13.1 Assignment. The Original Agreement and Revised Agreement are made solely for the benefit of the Town, Owners and the District and is not assignable except as follows: (a) Owners may, without further consent or acknowledgement of the Town or District, pledge their rights hereunder to any lender or financial institution lending funds related to the Developments; (b) Owners may, without the consent or acknowledgement of the Town or District, assign their interests to a related entity that is an entity that is controlled or under common control with Owners, respectively, so long as no other interest in the Original Agreement or Revised Agreement shall be created for an unrelated third party; and (c) Owners may, with the prior written consent of the Town (which consent shall be considered by the Town in good faith based upon financial and performance criteria, and which shall not be unreasonably withheld, conditioned or delayed), otherwise assign its interest, in whole or in part in the Original Agreement or Revised Agreement to any person or entity that is or will become an owner of any portion of the Developments. Owners shall provide the Town with a copy of any assignment within five (5) business days of the effective date of the assignment. The Original Agreement and Revised Agreement may not be assigned by the Town or District. No other person shall acquire or have any right hereunder or by virtue hereof. Notwithstanding the foregoing, however, the Original Agreement and Revised Agreement shall continue to bind the Developments and shall survive any transfer, conveyance, or assignment occasioned by the

exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Developments shall be bound by the Original Agreement and Revised Agreement and shall not be entitled to the rights and benefits of the Original Agreement or Revised Agreement with respect to the acquired portion of the Developments until all defaults under the Original Agreement and Revised Agreement with respect to the acquired portion of the Developments have been cured.

13.2 Assignees as Parties. An Assignee approved or authorized in accordance with the Original Agreement or Revised Agreement shall be considered a "Party" for the purposes of this Agreement.

13.3 No Third Party Beneficiaries. The Original Agreement and Revised Agreement only inure to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under the Original Agreement or Revised Agreement or otherwise be deemed to be a third-party beneficiary of the Original Agreement or Revised Agreement.

13.4 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under the Original Agreement and Revised Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under the Original Agreement or Revised Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care

ARTICLE XIV
RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

14.1 Binding Obligations. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, as amended, the Original Agreement, Revised Agreement, and all amendments hereto shall be recorded in the deed records of the County. The Original Agreement and Revised Agreement bind and constitute a covenant running with the Developments. This Revised Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by the Original Agreement and Revised Agreement and upon the Developments.

14.2 Releases. From time to time upon written request of Owners or the District, the Town shall execute, in recordable form, a release of the Original Agreement or Revised Agreement if the requirements of the Original Agreement or Revised Agreement for a particular portion of the Developments have been met.

14.3 Estoppel Certificates. From time to time upon written request of Owners or the District, the Town will execute a written estoppel certificate identifying any obligations of Owners under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the Town, Owners are in compliance with its duties and obligations under the Original Agreement or Revised Agreement.

ARTICLE XV
ADDITIONAL PROVISIONS

15.1 Recitals. The recitals contained in this Revised Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Revised Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of the Revised Agreement. In the event it becomes necessary to interpret any provision of this Revised Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Revised Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Revised Agreement.

15.2 Notices. All notices required or contemplated by the Original Agreement and Revised Agreement (or otherwise given in connection with the Original Agreement or Revised Agreement) ("Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by E-mail (with a confirming copy sent by FAX). Notices given pursuant to this section shall be addressed as follows:

To the Town: Attn: Town Manager
100 West Eldorado Parkway
Little Elm, Texas 75068

With a copy to: Attn: Robert F. Brown
Town Attorney
Town Hall Center
100 W Eldorado Parkway
Little Elm, TX 75068

To the District: Attn: Frank Van Court
Denton County Fresh Water Supply District No. 8-C
201 Main Street, Suite 2500
Fort Worth, Texas 76102

With a copy to: Attn: Frank Van Court
Kelly Hart & Hallman LLP
201 Main Street, Suite 2500
Fort Worth, Texas 76102

To Absolute: Attn: Alec Johns
8585 Stemmons Freeway
Suite 400-South
Dallas, TX 75247

With a copy to: Attn: Arthur J. Anderson
Winstead PC
1201 Elm Street, #5400
Dallas, TX 75270-2199

To FH 295, LLC: Attn: Mehrdad Moayedi
1221 N. I-35 E
Suite 200
Carrollton, Texas 75006
FAX: 817.886.3626

With a copy to: Attn: Arthur J. Anderson
Winstead PC
1201 Elm Street, #5400
Dallas, TX 75270-2199

To Howe: Attn: Mehrdad Moayedi
3901 W. Airport Freeway
Suite 200
Bedford, Texas 76021
FAX: 817.391.2501

With a copy to: Attn: Arthur J. Anderson
Winstead PC
1201 Elm Street, #5400
Dallas, TX 75270-2199

15.3 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Revised Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Revised Agreement. In the event of any dispute over the meaning or application of any provision of this Revised Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

15.4 Authority and Enforceability. The Town represents and warrants that this Revised Agreement has been approved by ordinance duly adopted by the Town Council of the Town in

accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Revised Agreement on behalf of the Town has been duly authorized to do so. The District represents and warrants that this Revised Agreement has been approved by its governing body in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Revised Agreement on behalf of the District has been duly authorized to do so. Owners each represent and warrant that this Revised Agreement has been approved by appropriate action of Owner, that the individual executing this Agreement on behalf of each Owner has been duly authorized to do so. Each Party acknowledges and agrees that this Revised Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Revised Agreement is authorized by Section 212.171 *et seq* of the Texas Local Government Code, as amended, and Chapter 791 of the Texas Government Code, as amended.

15.5 Entire Agreement; Severability. This Revised Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Revised Agreement. This Revised Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Revised Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, such unenforceable provision shall be deleted from this Revised Agreement, and the remainder of this Revised Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. Without limiting the generality of the foregoing, (a) if it is determined that, as of the Effective Date, an Owner does not own any portion of the Developments, this Revised Agreement shall remain in full force and effect with respect to all of the Developments that the Owner does then own, and (b) if it is determined, as of the Effective Date, that any portion of the Developments is not within the Town's ETJ, this Agreement shall remain in full force and effect with respect to all of the Developments that is then within the Town's ETJ. If at any time after the Effective Date it is determined that any portion of the Developments is no longer within the Town's ETJ, this Revised Agreement shall remain in full force and effect with respect to all of the Developments that remains within the Town's ETJ.

15.6 Applicable Law; Venue. This Revised Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas (without reference to its conflict of law provisions), and all obligations of the Parties are performable in Denton County, Texas. Venue for any action to enforce or construe this Revised Agreement shall be Denton County, Texas.

15.7 Non Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Revised Agreement. No provision of this Revised Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Revised Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

15.8 Counterparts. This Revised Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

15.9 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Revised Agreement and achieve the intent of the Parties.

15.10 Exhibits. The following Exhibits are attached to this Revised Agreement and are a part of this Agreement:

Exhibit A	District Boundary Map, showing locations of Developments
Exhibit B	Burgess Contract
Exhibit C	Trail Map
Exhibit D	Observation Area Detail
Exhibit E	Public Improvements List
Exhibit F	Public Improvements Map
Exhibit G	Frisco Hills Lift Station Map
Exhibit H	Sewer Amendment No. 2 (omitted from Revised Agreement)
Exhibits I-S	Ultimate Build Out Faculties Maps for Sewer (omitted from Revised Agreement)
Exhibit I-S (as amended)	Offsite Sanitary Sewer Improvements Frisco Hills – Phase I
Exhibits I-W	Ultimate Build Out Faculties Maps for Water
Exhibit J	Water Agreement (omitted from Revised Agreement)
Exhibit K	Strategic Partnership Agreement (omitted from Revised Agreement)
Exhibit L	Limited Purpose Annexation Area Map

ARTICLE XVI
COMPROMISE AND SETTLEMENT PROVISIONS

16.1 Litigation Concluded. Through the execution and implementation of the Original Agreement, the Town and Owners compromised and settled all outstanding claims and litigation between them, including the Litigation. The Litigation was timely dismissed pursuant to the terms of the Original Agreement.

16.2 Full Release, Compromise and Settlement. In the Original Agreement, for and in consideration of the recitals and the covenants and undertakings contained in the Original Agreement, which were declared to be adequate and sufficient, it was agreed by and among the Town and Owners that all disputes concerning the Developments, and the claims alleged in the Litigation shall be settled and compromised. All releases and discharges in the Original Agreement remain in full force and effect.

16.3 Voluntary Settlement. ***Deleted from Revised Agreement.***

16.4 Miscellaneous Agreements and Representations. The settlement of the Litigation and full release and compromise of all claims made, or that could have been made, in the Litigation or in

relation to the Developments, were subject to the following express recitals, representations and understandings in the Original Agreement, which express recitals, representations and understandings remain intact in this Revised Agreement:

(a) In entering into the Original Agreement, the Parties did not admit liability, but expressly denied liability.

(b) It was the express intent of the parties to the Original Agreement that each of the Parties shall not be exposed to any further liabilities, including claims and suits for damages, relating to any matter presented by any party in the Litigation, with the exception of any claims arising from the Parties' obligations under this Agreement, and that each Party hereby agrees to fully and completely indemnify, save and forever hold harmless each other Party of and from any costs, judgment or further payment or expense of any kind or character whatsoever arising from or related to the Litigation or any claims related to any or all matters released by the Original Agreement.

(c) The Parties warrant that no claims, demands, damages, actions, causes of action or suits in equity hereby released have been assigned to any third party and that this Revised is executed without reliance on any statement or representation made by any third party which is not contained herein.

(d) The undersigned each warrant that no inducements have been made to any of them on behalf of the Parties released hereby, and that in deciding to release their claims and to execute the Original Agreement, each has relied solely and only upon their own judgment and the advice given to them by their attorney, whom they have selected.

(e) The Original Agreement and Revised Agreement shall be deemed to have been jointly prepared by all Parties hereto, and no ambiguity of the Original Agreement or Revised Agreement shall be construed against any party based upon the identity of the author of the Original Agreement or Revised Agreement or any portion thereof.

(f) The Original Agreement and Revised Agreement shall be governed by, construed and interpreted, and the rights of the Parties determined, in accordance with the laws of the State of Texas, and venue of any dispute concerning the Original Agreement or Revised Agreement shall be tried in a court of competent jurisdiction sitting in Denton County, Texas.

(g) In the event any one or more of the provisions of the Original Agreement or Revised Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity shall not affect any other provision herein.

(h) The Original Agreement or Revised Agreement shall be binding on and inure to the benefit of each and every Party to the Original Agreement and Revised Agreement, and their shareholders, partners, successors, officers, directors, employees, assigns, heirs, executors, administrators, agents, lienholders, legal representatives, and any of the companies, individuals or entities associated with them as owners, subsidiaries or in any other related capacity with respect to any and all of the claims brought or which could

have been brought against any and all Parties herein released arising out of the events herein described.

(i) Each of the signatories to this Revised Agreement represents and warrants that he is authorized to execute this Revised Agreement and bind his principals to the terms and provisions hereof. Each Party warrants that any action required to be taken in order for this Revised Agreement to be binding on it has been duly and properly taken prior to the execution of the Revised Agreement. Owners expressly warrant that no other person or entity has an executory or contingent interest in the Developments affecting the terms of the Revised Agreement.

(j) The representations, warranties, covenants, and agreements set forth herein shall survive the execution hereof and the dismissal of the subject lawsuits or Litigation.

(k) Each Party to this Revised Agreement warrants and represents that it has read the above and foregoing agreement, and every word of it, and each Party to this Revised Agreement understands that it is a full, final and complete settlement and release of all claims, held, owned or possessed in any capacity whatsoever by each releasing Party as against each released party.

ARTICLE XVII
TERM

Unless terminated by operation of the conditions set forth in the Agreement, the term of this Revised Agreement shall be for a period of 15 years after the Effective Date, unless extended by mutual agreement of Owners, the District and the Town.

Executed by Owners, the Town and the District to be effective on the Effective Date.

ATTEST:

_____
Name: Kathy Phillips
Title: Town Secretary

APPROVED AS TO FORM

_____
Name: Robert F. Brown
Title: Town Attorney

TOWN OF LITTLE ELM

By: _____
Charles Platt
Title: Mayor, Town of Little Elm
Date: _____

STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on the __ day of _____, 2012 by the Mayor of the Town of Little Elm, Texas on behalf of said Town.

_____
Notary Public, State of Texas

Denton County Fresh Water Supply District No. 8-C of Denton County, Texas

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM

_____
Name: Frank Van Court
Title: Attorney for District

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me, on the _____ day of _____, 2012, by _____, _____ of the Board of Directors of Denton County Fresh Water Supply District No. 8-C of Denton County, Texas, on behalf of said district.

Notary Public in and for the State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

FH 295, LLC,
a Texas limited liability corporation

By: _____
Title: _____
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2012, by _____ of _____., a Texas limited liability corporation, on behalf of such limited liability corporation.

_____
Notary Public in and for the State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

ABSOLUTE DEVELOPMENT, LLC

By:_____
Alec Johns, Member

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2012, by _____ of _____., a limited liability corporation, on behalf of such corporation.

_____
Notary Public in and for the State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

165 HOWE, L.P.,
a Texas limited partnership,

By: Centamtar Terras, LLC,
a Texas limited liability company,
its General Partner

By: CTMGT, LLC,
a Texas limited liability company,
Its: Manager

By:_____
Mehrdad Moayedi, Manager

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2012, by **Mehrdad Moayedi**, Manager of CTMGT, LLC, a Texas limited liability, Manager of Centamtar Terras, LLC, a Texas limited liability company, general partner of 165 HOWE, L.P., a Texas limited partnership, on behalf of such limited partnership.

_____
Notary Public in and for the State of Texas

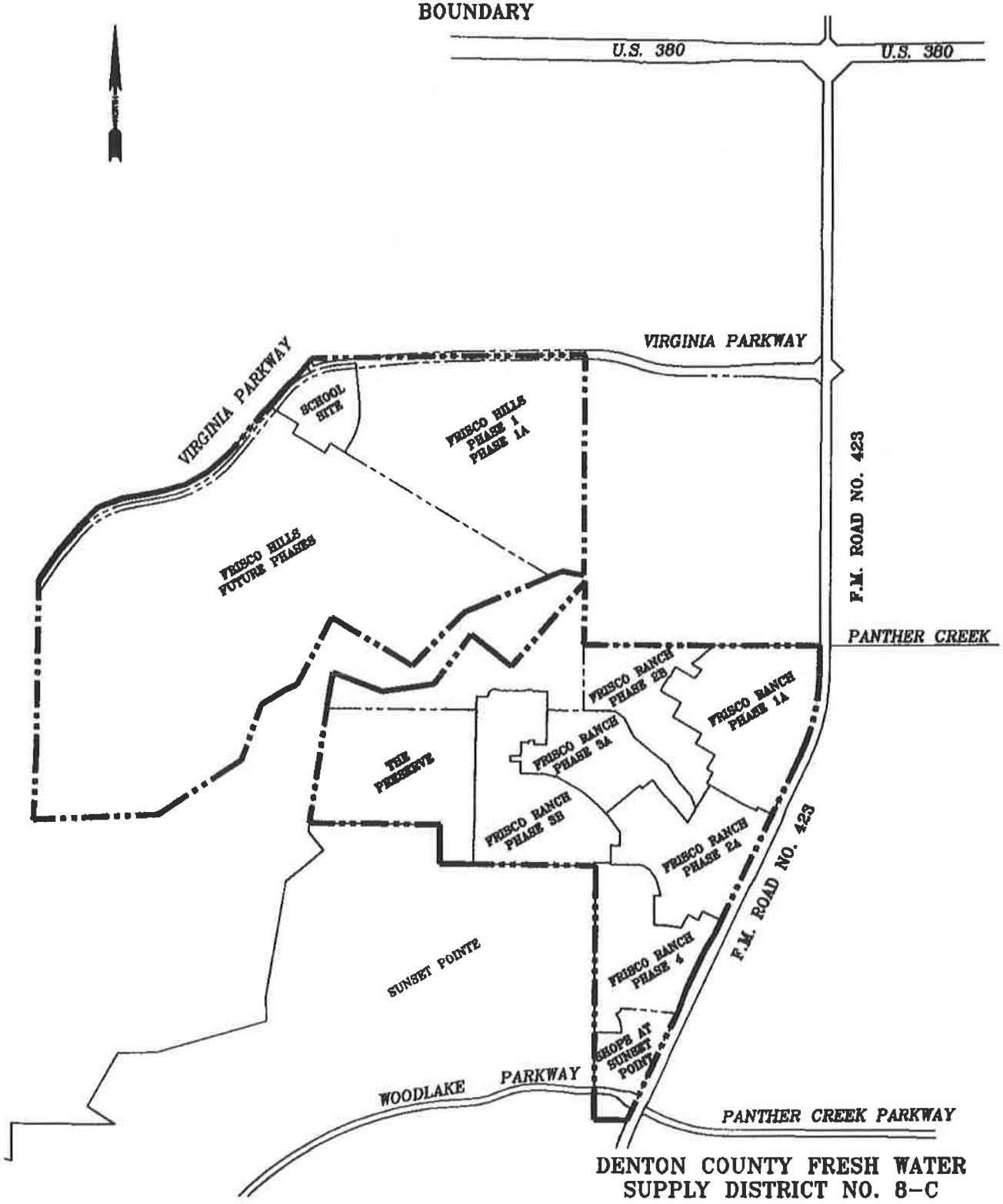
(SEAL)

_____
Name printed or typed

Commission Expires:_____

Exhibit A
District Boundary Map, showing locations of Developments

EXHIBIT A
DCFWSD No. 8C
BOUNDARY



DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 8-C

DENTON COUNTY, TEXAS

PETITT BARRAZA LLC
ENGINEERING PLANNING SURVEYING

300 MUNICIPAL DRIVE
Richardson, Texas 75080

Tel. No. (214) 221-9955
Fax No. (214) 340-3550

DATE: OCT. 2006

SCALE: NTS

Exhibit B
Burgess Contract

BURGESS
CONSTRUCTION CONSULTANTS INC.
SINCE 1986

THIRD PARTY QUALITY INITIATIVE INSPECTIONS:

Pre-Pour Foundation

Pre-Drywall

Final Completion

Energy Code

Energy Star

Water Intrusion

Code Compliance

Warranty

Atlanta
Austin
Colorado Springs
Denver
Dallas/Ft.Worth
Houston
San Antonio

Corporate Office:
1255 W. 15th St.
Suite 1000
Plano, Texas 75075

(214) 291-3456
FAX (214) 291-3257
www.burgess-inc.com

CONSULTING AGREEMENT FOR QUALITY INITIATIVE PROGRAM

1. DEFINITIONS

1.1	Agreement Date	October 8, 2008
1.2	Client	**Homeowners Association of Frisco Ranch**
1.3	Client's Project or Subdivision (if any)	Not Applicable
1.4	Client's Office Location	Carrollton, Texas
1.5	Client's Mailing Address	1221 N. I-35 E. Carrollton, TX 75006
1.6	Client's Telephone Number	(214) 599-1999
1.7	Client's Facsimile Number	(214) 599-9214
1.8	Client's Product	Single Family
1.9	Start Date	First day of October 2008
1.1	End Date	Last day of September 2009
1.11	Client's Contact	Alec Johns
1.12	State where insurance is held	Texas
1.13	State where services performed	Texas
1.14	Consultant	Burgess Construction Consultants, Inc.
1.15	Estimated annual production	100 Homes
1.16	Exhibits	"A" = Table of Fees

Initials

EXHIBIT B

2. Agreement

This agreement, ("Agreement") is made between **Client** and **Consultant**. Services shall commence within 60 days of **Agreement Date** for this Agreement to remain active.

3. Services and Scope of Work

Consultant, as an independent contractor, agrees to perform inspections of Homes or Units while under construction by **Client**. The scope and content of these inspections has been agreed upon by both **Client** and **Consultant**. Inspection types predetermined by the **Client** will be conducted on Home or Unit as **Client** requests. These inspections are to determine if the scopes of work from **Client** are being implemented in the field, evaluate and train individual construction managers and superintendents, and analyze the performance of construction managers, superintendents, and trades within **Client's** construction processes. All inspections will be performed within the scope of a visual inspection only using customary visual inspection methods and building inspection principles and practices in the industry, and reporting on the condition of those Homes or Units at the time of the inspection. **Client** agrees that **Consultant** has no control over and is not responsible for any damages or changes occurring after the inspection has been completed. **Consultant** does not perform destructive testing on any components of the home (the exception to this is Stucco Inspections which require several small holes to be drilled through the stucco exterior), nor will Consultant disassemble or test any structural or mechanical components beyond their ordinary intended operation.

It is the sole responsibility of **Client** to call, email, or fax requests for each individual inspection to **Consultant's** local office.

The scope of the Inspections will include only those items listed on the current version of **Consultant's** Inspection Report Forms for the inspection types requested. **Consultant** will physically walk the home with **Client's** representative and note any discrepancies between actual construction and the Inspection Report Form for that particular inspection type.

The Inspection Report provided by **Consultant** will contain the good faith opinions of **Consultant** concerning the completeness, any observed need for repair, replacement, or further evaluation by experts in the field of the items inspected. The Inspection Report will not include and should not be read to indicate opinions as to the durability, future life expectancy, future performance, or particular use of any item inspected.

Consultant does not check for property value, flood plain location, pollution, termite infestation, environmental issues including, but not limited to, lead paint, radon, asbestos, mold infestation, gases, fungi, etc.

Unless a Roofing Inspection is itemized in Exhibit "A" of this Agreement, **Consultant** will not climb ladders to inspect a roof, place a ladder against the fascia, nor step onto a roof. Unless a Roofing Inspection is itemized in Exhibit "A" of this Agreement, **Consultant** will inspect all roofing conditions within the scope of the inspection from the ground or by looking through a second story window in the same residence. Unless a Roofing Inspection is itemized in Exhibit "A" of this Agreement, any roofing items inspected by **Consultant** will be considered a partial inspection since **Consultant** does not step onto the roof and will not be able to see all construction materials and workmanship of each roof. Unless a Roofing Inspection is itemized in Exhibit "A" of this Agreement, it is the responsibility of **Client** to ensure all roofing items not visible from the ground are completed in a satisfactory manner.

Consultant does not inspect nor report on the quality or integrity of any welds on components used in the construction of the home.

Consultant does not have responsibility for, nor control over construction personnel, techniques, or schedules, nor does **Consultant** have responsibility for, or control over acts or omissions of subcontractors or their agents. **Consultant** does not have responsibility for the verification of

approved contractors on job sites. However, in the event, **Consultant** observes a contractor that is not on the approved list provided by the Town of Little Elm, **Consultant** shall inform the Town.

Consultant will make every effort to observe and report on any and all discrepancies from the conditions listed in the Inspection Forms. All field employees of **Consultant** receive extensive classroom and field training and are legally qualified to perform the inspections assigned to them. **Client** understands that all inspections are performed on a "Best Effort" basis and that **Consultant** can not and does not guarantee that all discrepancies from the Inspection Forms will be observed and noted.

Consultant does not verify that **Client's** homes are constructed according to the plans unless specifically contracted to do so according to this Agreement.

4. Terminology

The terminology used on the Inspection report to describe the results and resolution of each inspection is defined below:

Passed	All items within the scope of this inspection have been verified.
Failed	One or more items within the scope of this inspection have been found to be not complete or not in compliance.
Processed with Exceptions	One or more items within the scope of this inspection have been found to be not complete or not in compliance, and Client has informed Consultant, in writing, that Client will not request a Re-Inspection to verify completion, and Client does not want this inspection appearing as Failed in any analysis reports provided by Consultant.
Not Ready	The inspection was not completed. Excessive discrepancies were observed and Consultant terminated the inspection before it was completed. The list of discrepancies provided to Client only reflects the discrepancies identified to deem the structure Not Ready for Inspection.
Substantially Complete	One or more minor items within the scope of the inspection have been found to be not complete or not in compliance. A minor item is defined as something that will not affect the structural integrity of the home, safety of its occupants, or basic functionality of the home's systems. Only applicable to Inspections being registered with the Texas Residential Construction Commission (TRCC).

5. Compensation

The fees presented in Exhibit "A" are based on all First Inspections within the scope of this agreement being performed on all of **Client's** Homes or Units in this market that become stage ready and, Re-Inspections will be performed after any Inspections that discover discrepancies from Inspection Report Forms. If all listed Inspections are not requested for all Homes or Units that become stage ready, a higher fee may be applied at Consultant's discretion. This agreement and associated prices will expire, if not executed within 30 days of **Agreement Date**. **Client** shall pay **Consultant** fees as defined in Exhibit A.

To reduce **Client's** administrative costs, the fee for the first Re-Inspection may be included in the invoice for the First Inspection. In the event that a Re-Inspection has been pre-paid and the home

should pass a First Inspection with zero deficiencies, a credit for the First Re-Inspection will be applied to a future Additional Re-Inspection upon receipt of written designation by **Client**.

If an inspection outside the normal geographic service area of Consultant is requested, an additional trip charge of $1.50 for each mile outside the normal service area (both ways) will be added to the regular fee for the inspection. This fee will apply once per trip to that location regardless of how many inspections are performed during that trip. The normal service area map can be provided upon request.

Inspections requested before 2:00pm will be scheduled for the next business day. There is no charge for canceling an inspection before 7:30am the day of the scheduled inspection. Inspections can not be canceled after 7:30am the day of the scheduled inspection. All inspections NOT canceled by 7:30am the day of the inspection will be performed, invoiced, and payment will be expected.

6. Duration

The initial duration of this agreement shall be from **Start Date** to **End Date**. This agreement will automatically renew at the end of the initial duration for a 30 day period and continue to renew for 30 day periods until written notice of termination is received. Either party may terminate this agreement at any time by giving the other party 30 days notice in writing. This agreement supersedes any and all previous agreements between **Consultant** and **Client**. In the event of any conflict between the terms of this agreement and the terms of any other agreements signed by these two parties, the terms of this agreement shall prevail.

Client agrees that if any portion of the services covered by this Agreement was commenced prior to this Agreement, such portion of those services shall be included under, and wholly governed by this Agreement.

7. Designation of Duties

Consultant shall receive **Client's** requests for services to be performed from **Client's Contact** or whoever is designated by **Client's Contact**.

8. Insurance

Consultant shall maintain, throughout the term of this agreement, general liability insurance, automobile liability insurance, workers compensation and professional liability insurance in accordance with the laws of **State where insurance is held** and will supply **Client** with a Certificate of Liability Insurance upon request.

9. Confidentiality

Except as required by law, **Consultant** shall not disclose any information pertaining to the work assigned to **Consultant** by **Client** without the written approval of **Client**. **Consultant** agrees to return to **Client** all material obtained by **Consultant** upon written request of **Client**. **Client** shall not distribute nor make available any of **Consultant's** inspection forms, analysis reports, or any other materials or information that may be considered Company Confidential, to anyone not an employee or subcontractor of Client, or to any third party that may be deemed a competitor of Consultant even if deemed competitor is a subcontractor to Client.

10. Limited Warranty and Indemnification

Burgess Construction Consultants, Inc. is not a warranty company. Burgess Construction Consultants, Inc. is not an insurance company. Should Client have any questions, concerns, or problems with any inspection performed by Consultant, Consultant warrants that it will meet Client at

that property and review the inspection report with Client or perform the Inspection again at no charge to Client. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED. Consultant does not warrant nor insure any part of the Client's homes, whether structurally, mechanically, environmentally, or otherwise. All other warranties are expressly disclaimed. Client agrees it is not relying on any representation, statement, or omission of Consultant unless expressly set out in this Agreement. This Agreement shall be construed according to the laws of State where services are performed, without regard to its conflicts of law rules.

Client agrees that Consultant is responsible for limited field observations, as defined in Services and Scope of Work and any documentation of work provided by Client, of work performed by Client, its sub-contractors, or agents. Consultant is not responsible for supervising such work. All work performed by or for Client by other third parties will be at the sole risk of Client.

Notwithstanding any provision of any other contemporaneous or prior agreement between **Consultant and Client**, Client and Consultant agree to the following:

1. Client will indemnify Consultant from and against any liability by judgment, fine or award of any kind by reason of bodily injury or death to persons or injury or destruction of tangible and/or real property, or loss of use to the extent caused by the negligence or willful misconduct, whether active or passive, on the part of Client. Client shall not be obligated under this Agreement to indemnify Consultant to the extent any liability by judgment, fines or award is due to the negligence or willful misconduct of Consultant. If and to the extent that Client has, at the time of the relevant claim asserting such liability, an insurance policy that pays for assumed liabilities of Client to defend others such as Consultant in connection with the relevant claim, then Client shall defend, and hold Consultant harmless from and against that claim (including reasonable attorneys' fees, expert witness fees, and costs) by reason of bodily injury or death to persons or injury or destruction of tangible and/or real property, or loss of use to the extent the claim alleges that the liability was caused by the negligence or willful misconduct on the part of Client.

2. Consultant will indemnify Client from and against any liability by judgment, fine or award of any kind by reason of bodily injury or death to persons or injury or destruction of tangible and/or real property, or loss of use to the extent caused by the negligence or willful misconduct, whether active or passive, on the part of Consultant. Consultant shall not be obligated under this Agreement to indemnify Client to the extent any liability by judgment, fine or award is due to the negligence or willful misconduct of Client or of other third parties not under the control or the supervision of Consultant, nor if the property (or properties) in question did not pass all inspections to be performed by Consultant under this agreement. If and to the extent that Consultant has, at the time of the relevant claim, an insurance policy that pays for assumed liabilities of Consultant to defend others such as Client in connection with the relevant claim asserting such liability, then, Consultant shall defend, and hold Client harmless from and against that claim (including reasonable attorneys' fees, expert witness fees, and costs) by reason of bodily injury or death to persons or injury or destruction of tangible and/or real property, or loss of use to the extent the claim alleges that the liability was caused by the negligence or willful misconduct on the part of Consultant.

11. Arbitration

All disputes arising under this Agreement shall be resolved by binding arbitration and not by a court of law. The parties hereby waive their right to a trial by jury. Venue shall be Dallas, Texas. The choice of law shall be Texas state law. The parties shall use the construction industry rules of the American Arbitration Association (AAA), and the arbitration may be administered by AAA or any other mutually agreeable arbitration service.

12. Restriction on Hiring

Client acknowledges and agrees that **Consultant's** employees are not eligible for employment by **Client** until six (6) months after employee's termination date, or six (6) months after this agreement is terminated in accordance with Section 6, whichever comes first. If **Client** does hire an employee of **Consultant** within this time frame, **Client** agrees that the actual damages would be difficult to determine and therefore **Client** agrees to pay liquidated damages to **Consultant** in the amount equal to one half of the annual base salary of the employee that is hired by **Client**. **Client** agrees that this liquidated damage amount is fair and reasonable.

13. Advertising

While under contract with **Consultant**, **Client** has the opportunity to use Burgess Construction Consultants, Inc. marketing materials, free of charge, as long as **Client** is using **Consultant's** services at a minimum of the Pre-Drywall and Final Inspections, along with Re-Inspections at both inspection stages until all noted discrepancies have been corrected. A complete list of all marketing material allowed to be displayed by **Client** and/or distributed to **Client's** prospective home buyers will be provided upon request.

Client is permitted to use these marketing materials (logo, certificates, advertisements, posters, etc.) as long as **Client** meets the following criteria:

a. All **Consultant** materials including but not limited to Inspection Report Forms, analysis reports, certificates, brochures, inspection stickers, CD's for advertising, radio or television production tapes are sole property of **Consultant** and are not to be sold, transferred or otherwise given to any other entity other than prospective home buyers.

b. **Client** must be in good financial standing (no invoices more than 30 days past due from invoice date) with **Consultant**, and **Consultant** must approve any display of our materials in all formats of advertising. If this Agreement is terminated for any reason, the usage of all materials pertaining to **Consultant** (whether provided by Burgess Construction Consultants, Inc. or created from contents belonging to Burgess Construction Consultants, Inc.) must cease as of the date of termination of this Agreement.

14. Payment Terms

All fees are due and payable to **Consultant** upon receipt of invoice. **Client** shall cause payments to be received at **Consultant's** remit address in Plano, Collin County, Texas:

Burgess Construction Consultants, Inc.
1255 W. 15th St.
Suite 1000
Plano, TX 75075
(214) 291-3456
TIN #75-2473224

If payment becomes more than 30 days past due from the invoice date, then, unless prohibited by law, **Client** shall pay an additional 1.5% interest each month until the balance is paid in full. If **Client's** account has a credit balance, that credit balance may be applied to any invoices **Client** may have that are over 60 days past due. Credits will only be applied to outstanding invoices upon receipt of written permission from **Client**.

15. Client Information (*Must be completed prior to the start of service.)

Name and address as it should appear on necessary insurance certificates:	Insurance Requirements (provisions, endorsements, etc. – fax details: (214) 291-3257, attn: Elizabeth Marquardt)	Homeowner Warranty/ Risk Management company used:

* Billing Contact/ Accounts Payable Representative:	* Billing address (if different from address provided on page 1):	* Billing requirements (P.O.s, work orders, authorizations, etc.):
Name:		
Phone:		
E-mail:		

Engineering Firm/Contact: _____

Web Site Address: _____

In Witness whereof, the parties have duly executed this Agreement as of the date first above written:

Consultant: Burgess Construction Consultants, Inc.

By: _____ 10/16/08
Glenn W. Burgess, President & CEO — Date

And: _____ 10/16/08
Nick Bernier, COO — Date

Or: _____ 10/16/08
Roger Casey, Executive Vice President — Date

Client: _____
(Company Name)

By: _____ 10/21/08
(Authorized Signature) — Date

Name: ALEC JOHNS
(Printed)

Title: PRESIDENT
(Printed)

Table of Fees

(This contract and associated prices will expire, if not executed within 30 days of Agreement Date.)

Homeowners Association of Frisco Ranch
1221 N. I-35 E.
Carrollton, TX 75006

Inspection Types	Per Home Price
T-Pole Meter Release	*Included*
Plumbing Rough	*Included*
Plumbing Rough Re-Inspection	*Included*
Pre-Pour	*Included*
Flatwork	*Included*
(Includes Drives, Drive Approaches and public walks)	
Flatwork Re-Inspection	*Included*
Pre-Drywall	*Included*
(Engineer's Report or Inspection Collected Prior to Passing)	
(Construction Verified per Plans Approved by the Town of Little Elm)	
(Termite Treatment Letter Collected)	
Pre-Drywall Re-Inspection	*Included*
Energy Insulation	*Included*
Gas Meter Release	*Included*
Electric Meter Release	*Included*
Final	
(Visual Inspection of Final Grade to Verify Drainage)	
(Final Grade Surveys Will be Collected Prior to Passing)	
(2003 IECC Compliance Verified)	
(CSI Verication Collected)	
Final Re-Inspection	*Included*
*BCCI Database will be made available to the Town of Little Elm. The Database contains all necessary inspection results. Final Inspection Results can be E-mailed as a secondary source of reporting if agreed upon by all parties.	
**BCCI will provide and keep current the IRC Certifications of all persons doing inspections within the ETJ of the Town of Little Elm.	
Total for all Inspection Services	$825
Any one of the following Re-Inspections (As Needed):	
T-Pole	
Plumbing Rough	
Pre-Pour	
Flatwork	$50 each
Energy Insulation	
Gas Meter Release	
Electric Meter Release	
Any one of the following Re-Inspections (As Needed):	
Pre-Drywall	$65 each
Final	
Additional Charges	
Not Ready	$75.00 each per home
Cancellation Inspection	$35.00 each per home

Exhibit C
Trail Map

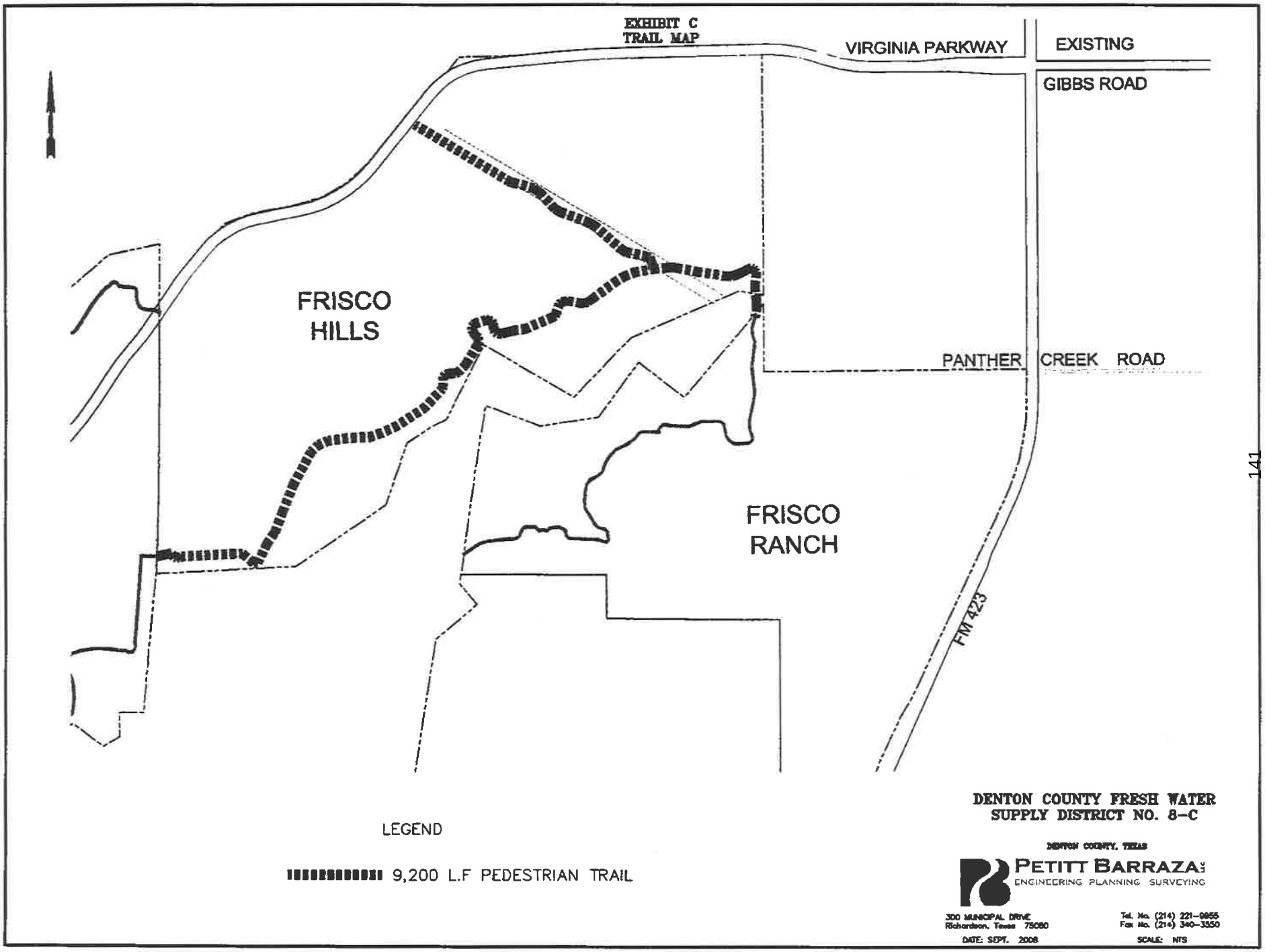
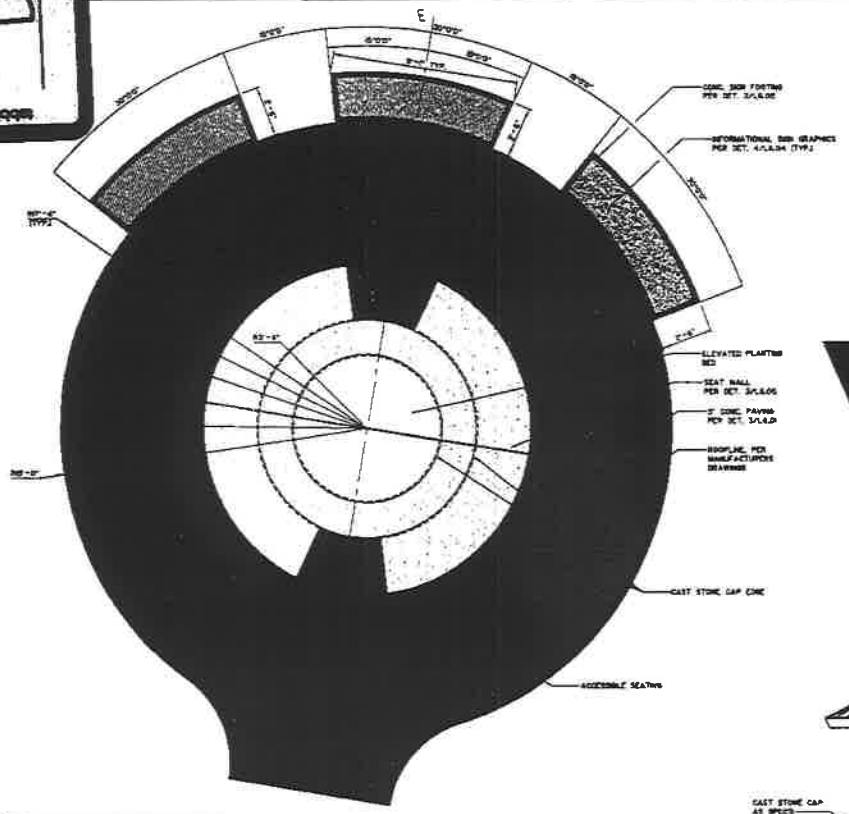
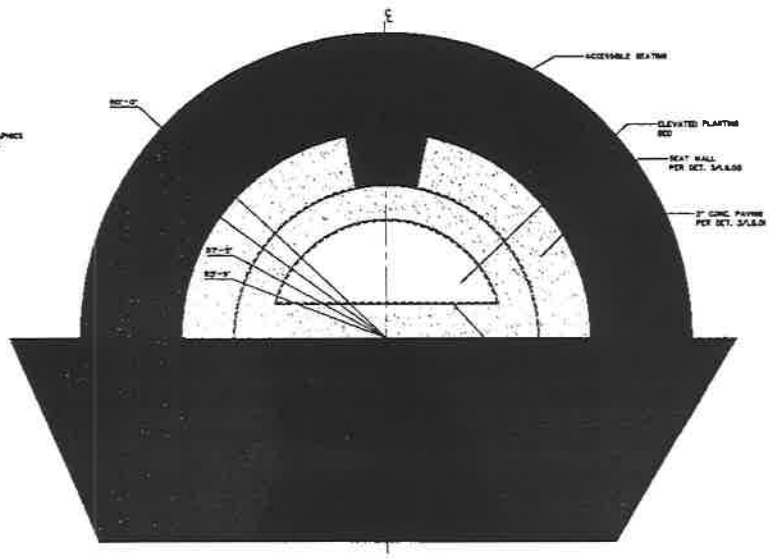

EXHIBIT C
TRAIL MAP
VIRGINIA PARKWAY
EXISTING
GIBBS ROAD
FRISCO
HILLS
PANTHER CREEK ROAD
FRISCO
RANCH
FM 423
LEGEND
9,200 L.F PEDESTRIAN TRAIL
DENTON COUNTY FRESH WATER
SUPPLY DISTRICT NO. 8-C
DENTON COUNTY, TEXAS
PETITT BARRAZA
ENGINEERING PLANNING SURVEYING
300 MUNICIPAL DRIVE
Richardson, Texas 75080
Tel. No. (214) 221-9955
Fax No. (214) 340-3350
DATE: SEPT. 2008
SCALE: NTS

Exhibit D
Observation Area Detail

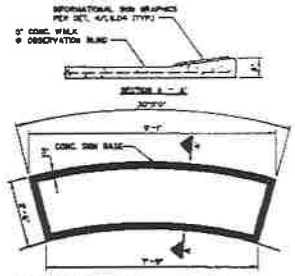
EXHIBIT



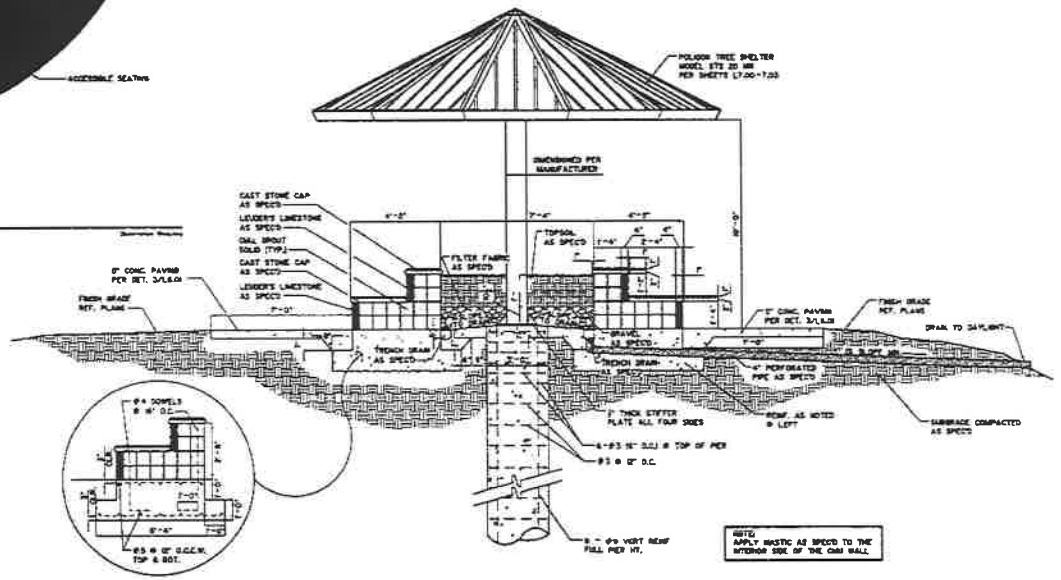
1 OBSERVATION AREA
SCALE: 3/8" = 1'-0"



4 OBSERVATION AREA
SCALE: 3/8" = 1'-0"



2 OBSERVATION BLIND SIGN
SCALE: 1/2" = 1'-0"



3 OBSERVATION BLIND AREA - SECTION (TYP.)
SCALE: 3/8" = 1'-0"

SRA
Schrickel, Rollins and Associates, Inc.
Landscape Architecture · Civil Engineering · Planning
1701 Capparosa Drive West
Suite 200
Arlington, Texas 76006
Phone: 817.640.1376
Metro: 817.640.6212
Fax: 817.640.7545

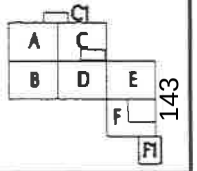
Electrical Engineer
YAGGI ENGINEERING, INC.
5960 W. I-20, Suite 370
Arlington, Texas 76017
(817) 483.2373 FAX (817) 483.4133

Mechanical & Plumbing Engineer
MALONEY ASSOCIATES
CONSULTING ENGINEERS, INC.
1226 Wakefield Drive
Hurst, Texas 76053
(817) 268.0385

Structural Engineer
DON ILLINGWORTH & ASSOCIATES, INC.
1707 Hurstview
Arlington, Texas 76006
(817) 649.2344 FAX (817) 649.1545

LITTLE ELM PARK IMPROVEMENTS

TOWN OF LITTLE ELM
PARKS AND RECREATION DEPARTMENT
LITTLE ELM, TEXAS



143

DATE:	JAN. 18, 2008
REVISED:	
STATUS:	BID SET
DESIGN BY:	JW
DRAWN BY:	JSF
JOB NO.	4742
FILE NAME:	

SITE DETAILS

SCALE: AS SHOWN

SHEET NO.
L6.05

Exhibit E
Public Improvements List

EXHIBIT "E"

DESCRIPTION OF PUBLIC IMPROVEMENTS DISTRICT

Brick wall along Virginia Parkway (include monument to be installed at the northeast corner of Virginia Parkway):	**$600,000**
Landscaping and irrigation along Virginia Parkway:	**$300,000**
Parking lots for trail system:	**$100,000**
Trail system pavement (includes grading and any retaining walls that may need to be installed along with the trail):	**$1,000,000**
Landscaping, grass and irrigation along the trail system:	**$200,000**
Trees, benches, and lookouts along the trail system:	**$200,000**
Architectural and engineering for all above referenced items:	**$150,000**
Construction management fee:	**$100,000**
Capitalized interest:	**$635,250**
Bond issuance:	**$254,000**
Reserve fund:	**$423,500**
Contingency:	**$350,000**
Total Amount of Bonds:	**$4,312,750**

Exhibit F
Public Improvements Map

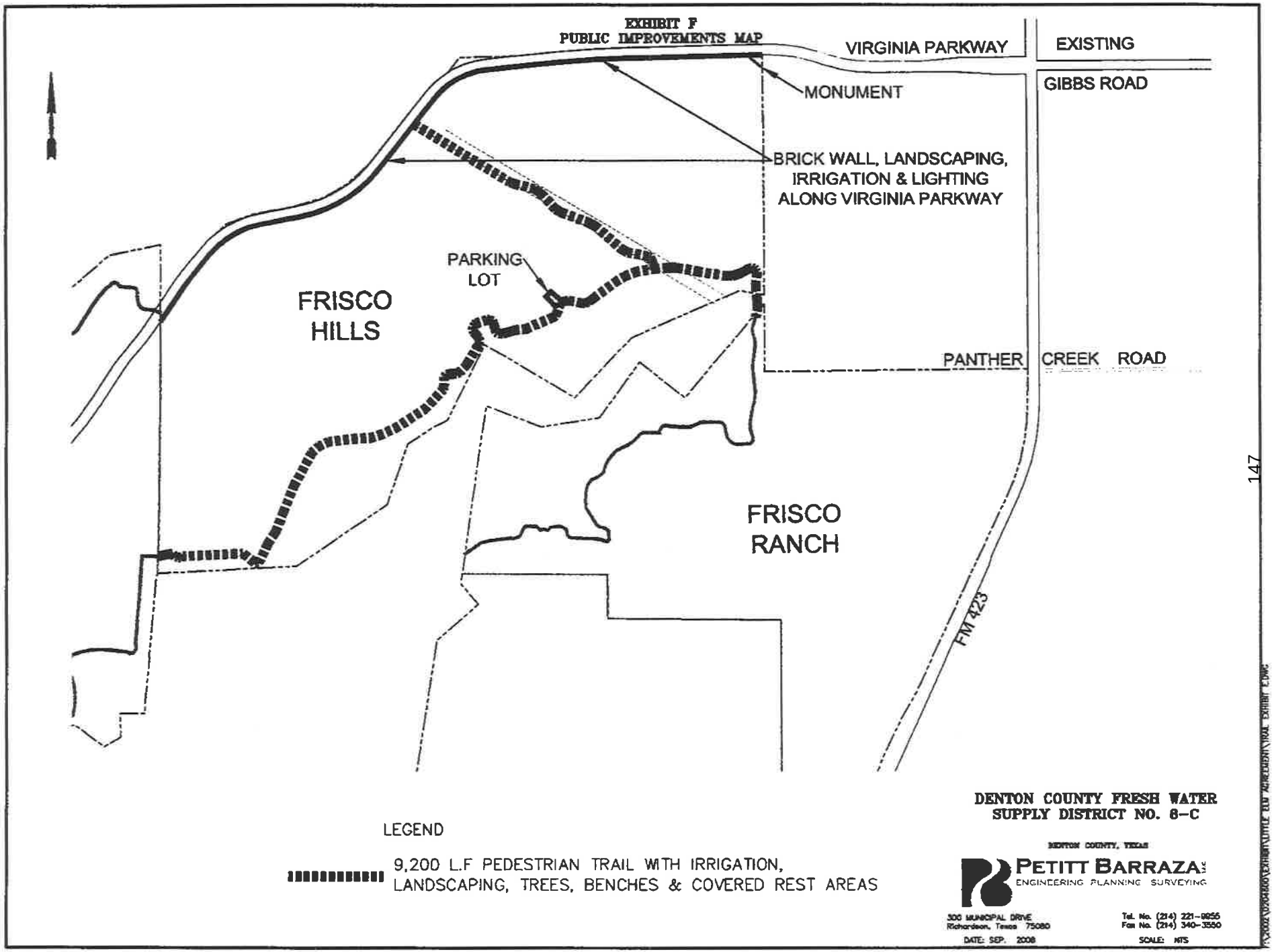
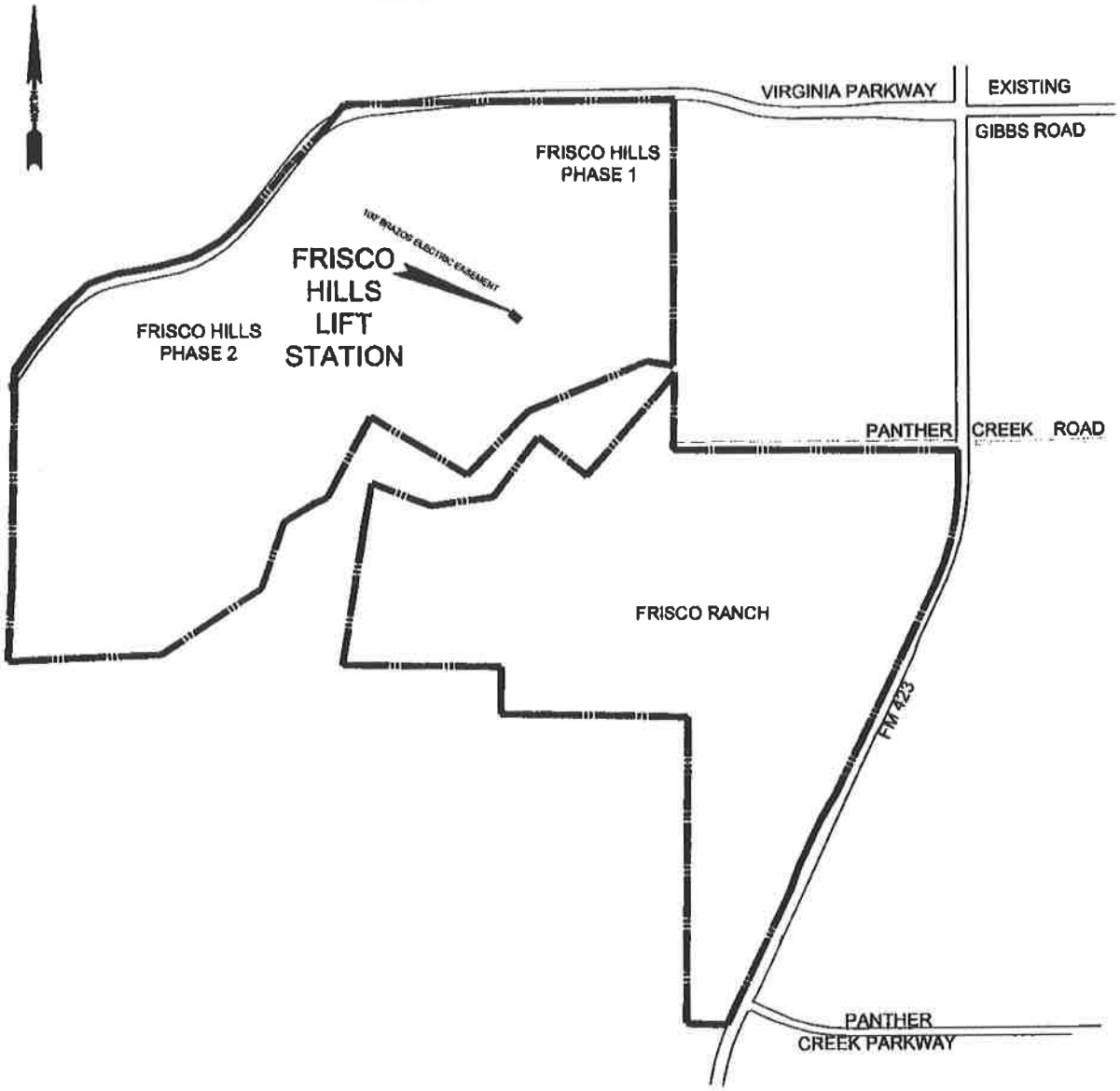

EXHIBIT F
PUBLIC IMPROVEMENTS MAP
VIRGINIA PARKWAY
EXISTING
GIBBS ROAD
MONUMENT
BRICK WALL, LANDSCAPING,
IRRIGATION & LIGHTING
ALONG VIRGINIA PARKWAY
PARKING
LOT
FRISCO
HILLS
PANTHER CREEK ROAD
FRISCO
RANCH
FM 423
LEGEND
9,200 L.F PEDESTRIAN TRAIL WITH IRRIGATION,
LANDSCAPING, TREES, BENCHES & COVERED REST AREAS
DENTON COUNTY FRESH WATER
SUPPLY DISTRICT NO. 8-C
DENTON COUNTY, TEXAS
PETITT BARRAZA
ENGINEERING PLANNING SURVEYING
300 MUNICIPAL DRIVE
Richardson, Texas 75080
Tel. No. (214) 221-9055
Fax No. (214) 340-3550
DATE: SEP. 2008
SCALE: NTS

Exhibit G
Frisco Hills Lift Station Map

EXHIBIT G
FRISCO HILLS
LIFT STATION



DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 8-C

DENTON COUNTY, TEXAS

PETITT BARRAZA LLC
ENGINEERING PLANNING SURVEYING

300 MUNICIPAL DRIVE
Richardson, Texas 75080

Tel. No. (214) 221-9955
Fax No. (214) 340-3550

DATE: SEPT. 2008

SCALE: NTS

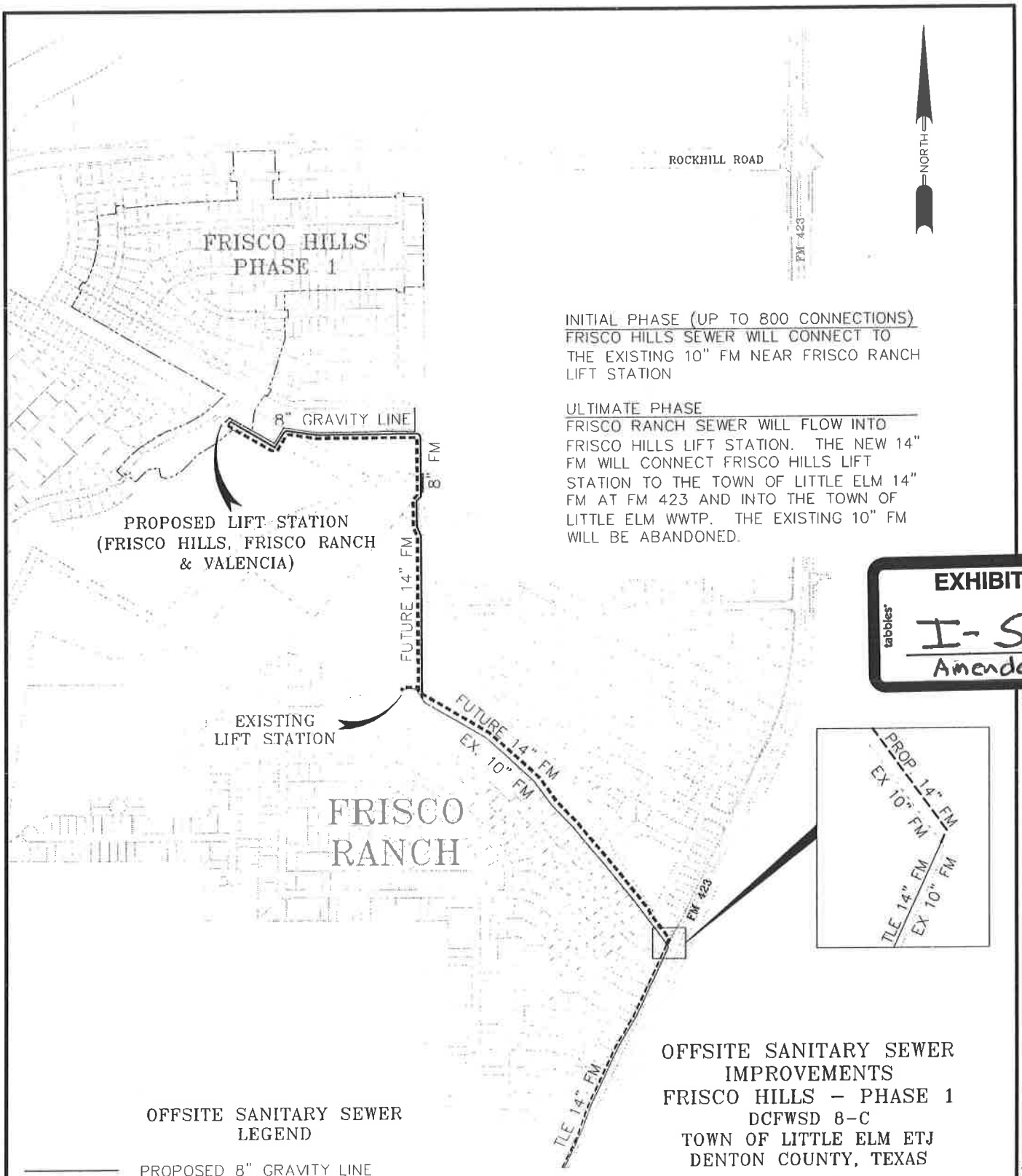
Exhibit H
Sewer Amendment No. 2

(OMITTED FROM REVISED AGREEMENT)

Exhibits I-S and I-W
Ultimate Build Out Facilities Maps

(EXHIBIT I-S OMITTED FROM REVISED AGREEMENT)

EXHIBIT I-S (AS AMENDED) "Offsite Sanitary Sewer Improvements Frisco Hills – Phase I" ADDED TO REVISED AGREEMENT



INITIAL PHASE (UP TO 800 CONNECTIONS)
FRISCO HILLS SEWER WILL CONNECT TO THE EXISTING 10" FM NEAR FRISCO RANCH LIFT STATION

ULTIMATE PHASE
FRISCO RANCH SEWER WILL FLOW INTO FRISCO HILLS LIFT STATION. THE NEW 14" FM WILL CONNECT FRISCO HILLS LIFT STATION TO THE TOWN OF LITTLE ELM 14" FM AT FM 423 AND INTO THE TOWN OF LITTLE ELM WWTP. THE EXISTING 10" FM WILL BE ABANDONED.

EXHIBIT
tabbies
I-5
Amended

OFFSITE SANITARY SEWER
LEGEND

- PROPOSED 8" GRAVITY LINE
- PROPOSED 8" FM FROM FRISCO RANCH LIFT STATION TO FRISCO HILLS LIFT STATION
- TOWN OF LITTLE ELM 14" FORCE MAIN
- FUTURE 14" FORCE MAIN FRISCO HILLS L.S. TO TOWN OF LITTLE ELM WWTP
- EXISTING 10" FORCE MAIN

OFFSITE SANITARY SEWER IMPROVEMENTS
FRISCO HILLS – PHASE 1
DCFWSD 8-C
TOWN OF LITTLE ELM ETJ
DENTON COUNTY, TEXAS

PETITT BARRAZA LLC
ENGINEERING PLANNING SURVEYING
TBPE FIRM REGISTRATION NO. 1488
300 Municipal Drive
Richardson, Texas 75080
Tel. No. (214) 221-9955
Fax No. (214) 340-3550

DATE: JAN. 2012
SCALE: 1"=800'
JOB NO. 10028.00

F:\2010\1002800\EXHIBIT\1002800-FH-TLE OS-SS AGREEMENT.dwg Jan 20,2012 - 11:49 am ch

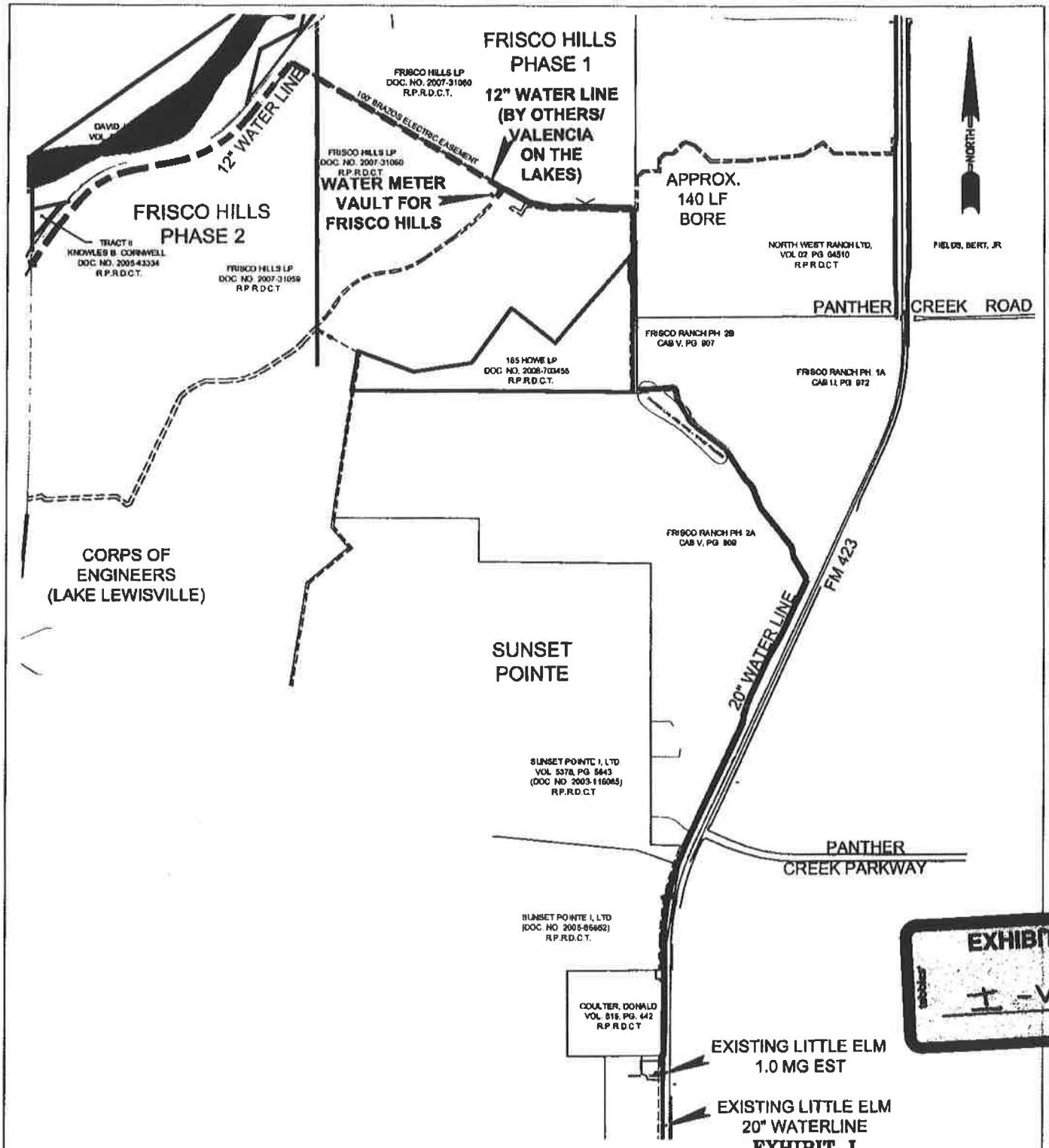


EXHIBIT
I - W

EXHIBIT I
ULTIMATE BUILD OUT FACILITIES MAP
WATER LINE
DCFWSD 8-C
TOWN OF LITTLE ELM E.T.J.
DENTON COUNTY, TEXAS

PETITT BARRAZA
ENGINEERING PLANNING SURVEYING

300 Municipal Drive
Richardson, Texas 75080
Tel. No. (214) 221-9955
Fax No. (214) 340-3550

OCT, 2008 SCALE: N.T.S. 06066-00 SHEET 1 OF 1

Exhibit J
Water Agreement

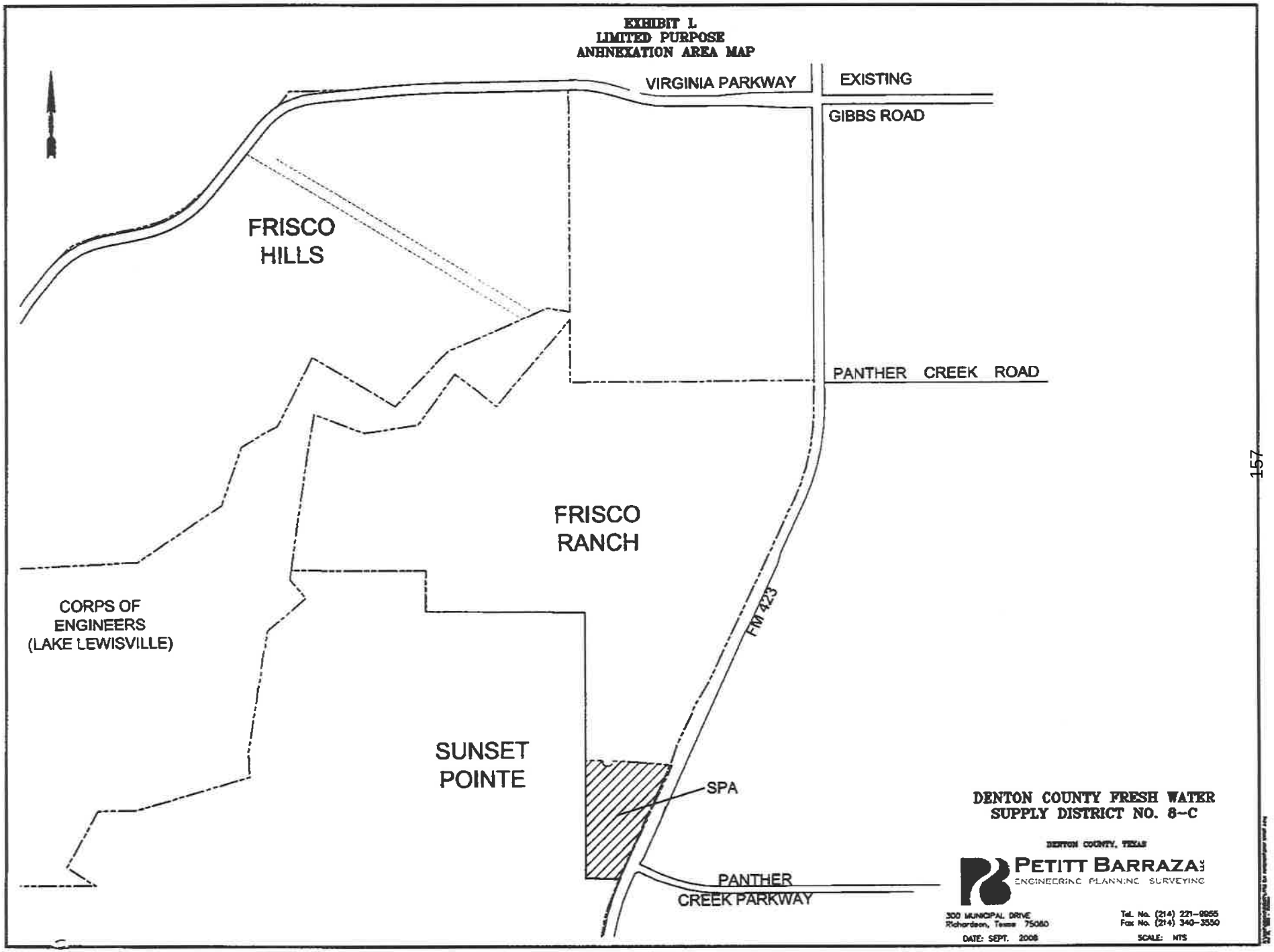
(OMITTED FROM REVISED AGREEMENT)

Exhibit K
Strategic Partnership Agreement

(OMITTED FROM REVISED AGREEMENT)

Exhibit L
Limited Purpose Annexation Area Map

EXHIBIT L
LIMITED PURPOSE
ANHNEXATION AREA MAP



DENTON COUNTY FRESH WATER
SUPPLY DISTRICT NO. 8-C

DENTON COUNTY, TEXAS

PETITT BARRAZA LLC
ENGINEERING PLANNING SURVEYING
300 MUNICIPAL DRIVE
Richardson, Texas 75080
Tel. No. (214) 221-0955
Fax No. (214) 340-3550

DATE: SEPT. 2008
SCALE: NTS

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: March 20, 2012

PROJECT: **Town of Little Elm and Elmwood Estates, Ltd. Exchange Agreement for 2.0 Elevated Water Tower Storage Tank**

DESCRIPTION: The need for a new 2.0 Elevated Water Storage Tank was identified within the 2008 CIP Water and Wastewater Master Plan. The Tower is preferred to be same distance from the Mansell Pump Station as the existing FM 423 Elevated Water Tower. This meant the Tower needed to be adjacent to the Town's main water system lines along Eldorado Parkway somewhere between Preston on the Lakes and the Kroger Site. The Town went through several site plans without much success until Council authorized the Town to purchase the surplus TxDOT ROW along FM 720 on the southwest corner of Eldorado Parkway and Little Elm Parkway.

The proposed 2.0 Elevated Water Tower can fit within the right of way, but the Town would prefer to build the tower on a rectangle site and the Town would like to provide enough room for a possible site development on the existing corner. To accomplish these goals Town Staff proposes this Exchange Agreement. The Agreement includes a split of the property with the adjacent land owner (see attached exhibit). In return the property owner will reimburse the Town the $19,360.00 that the Town paid TxDOT for the existing right of way, give funds to the Town to redo the existing wood fence to a nicer board on board fence along Marina Vista HOA property with the Water Tower construction, pay for all exchange costs, allow the use of the property during construction, delay any construction till July 2014, and provide easement for the Town's proposed water line for Tower and easements for force main from behind Kroger to Witt Road. The Town has agreed to work with TxDOT to cause a median opening for the site with the developer paying all design and construction costs.

COST: **N/A**

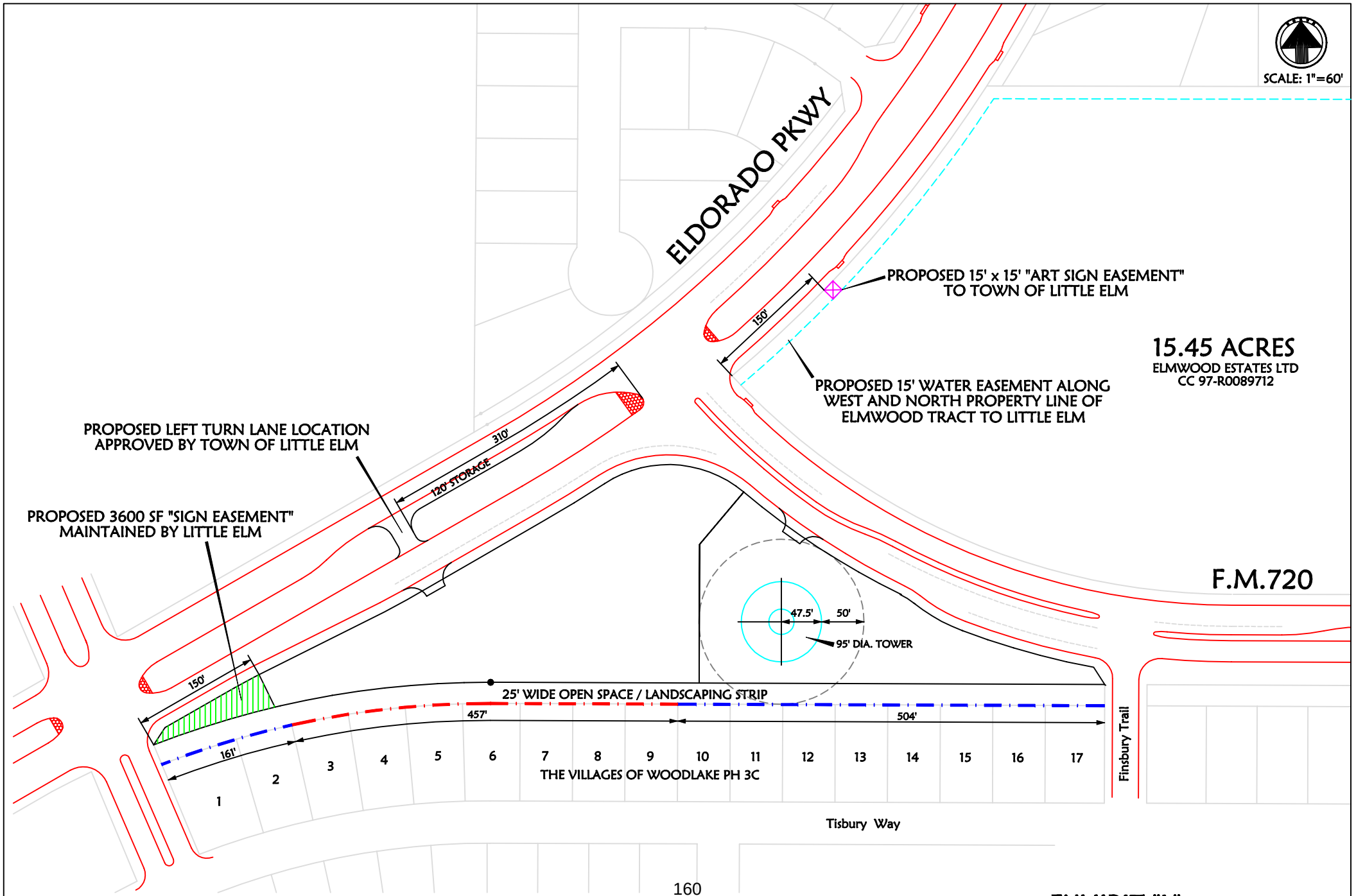
FUNDING: **N/A**

SCHEDULE: Town Staff will prepare plat and title transfer pending Council approval.

RECOMMENDED ACTION: **Staff recommends Town Council approval of the Exchange Agreement between the Town and Elmwood Estates, Ltd. and authorize the Town Manager to execute the same.**

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

ATTACHMENTS:
1. Exchange Agreement



02/08/2012
EXHIBIT-L

EXHIBIT "L"
LEFT TURN LANE & EASEMENTS
ELMWOOD ESTATES

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT ("Agreement") is made by and between THE TOWN OF LITTLE ELM, TEXAS (the "Town") and ELMWOOD ESTATES, LTD., a Texas limited partnership ("Elmwood") effective as of March _____, 2012 (the "Effective Date").

RECITALS:

WHEREAS, Elmwood is the owner of that certain tract of land more particularly described and delineated on Exhibit A attached hereto and fully incorporated herein by reference for all purposes (the "Elmwood Property"); and

WHEREAS, the Town currently owns that certain tract of land more particularly described on Exhibit B attached hereto and fully incorporated herein by reference for all purposes (the "Town Property"); and

WHEREAS, the Town has determined that it is necessary to construct and operate an elevated water tank (the "Water Tower") on that certain tract of land more particularly described on Exhibit C attached hereto and fully incorporated herein by reference for all purposes (the "Water Tower Property") in order to provide potable water to certain residents of the Town as required by applicable law; and

WHEREAS, in order to be able to construct and operate the Water Tower, it is necessary for the Town to acquire from Elmwood a portion of the Elmwood Property as more particularly described on Exhibit D attached hereto and fully incorporated herein by reference for all purposes (the "Elmwood Exchange Property"); and

WHEREAS, the Town is willing to transfer to Elmwood the tract of land more particularly described on Exhibit E attached hereto and fully incorporated herein by reference for all purposes (the "Town Exchange Property") in exchange for Elmwood's transferring to the Town the Elmwood Exchange Property.

NOW, THEREFORE, for and in consideration of the foregoing premises, the covenants and agreements hereinafter set forth and other good and valuable consideration to each in hand paid by the other, the Town and Elmwood hereby agree as follows:

1. Subject to the terms and provisions hereof, on or before ten (10) business days following the Final Plat Approval Date (as hereinafter defined), the Town and Elmwood shall effectuate the final consummation of the exchange whereby the Town delivers the deed of title (and the title is transferred) to Elmwood of the Town Exchange Property and whereby Elmwood delivers the deed of title (and the title is transferred) to the Town of the Elmwood Exchange Property (the "Exchange Closing"). The Exchange Closing shall occur on or before ten (10) business days after the Final Plat Approval Date (the "Exchange Closing Date") at the offices of Hexter Fair Title Company, 8333 Douglas, Suite 130, Dallas, Texas 75225-5845, telephone number (214) 378-3100, Attention: Bob Blanchard (the "Title Company").

2. At the Exchange Closing, the Town shall furnish and deliver to the Title Company for delivery to Elmwood:

(a) A Special Warranty Deed (the "Town Deed") dated as of the Exchange Closing Date in form and substance identical to Exhibit F attached hereto and fully incorporated herein by reference for all purposes, conveying the Town Exchange Property to Elmwood, subject only to the exceptions set forth in the Town Deed as Permitted Exceptions;

(b) Possession of the Town Exchange Property subject only to the exceptions set forth in the Town Deed as Permitted Exceptions;

(c) A certificate in form and substance identical to Exhibit G attached hereto and fully incorporated herein by reference for all purposes stating that the Town is not a "Foreign Person" as defined in the Federal Foreign Investment and Real Property Tax Act (the "Act");

(d) An Affidavit as to Debts and Liens and Parties in Possession in form and substance identical to Exhibit H attached hereto and fully incorporated herein by reference for all purposes dated as of the Exchange Closing Date; and

(e) Such other items, instruments and documents as are reasonably appropriate, necessary and/or required by the Title Company or Elmwood to consummate the transactions contemplated hereby or to evidence the authority of the Town to consummate the transactions contemplated hereby and to execute and deliver the closing documents in order to complete and evidence the transaction contemplated hereby.

3. At the Exchange Closing, Elmwood shall furnish and deliver to the Title Company for delivery to the Town:

(a) A Special Warranty Deed (the "Elmwood Deed") dated as of the Exchange Closing Date in form and substance identical to Exhibit I attached hereto and fully incorporated herein by reference for all purposes conveying the Elmwood Exchange Property, subject only to the exceptions set forth in the Elmwood Deed as Permitted Exceptions;

(b) Possession of the Elmwood Exchange Property subject only to the exceptions set forth in the Elmwood Deed as Permitted Exceptions;

(c) A certificate in form and substance identical to Exhibit J attached hereto and fully incorporated herein by reference for all purposes stating that Elmwood is not a "Foreign Person" as defined in the Act;

(d) An Affidavit as to Debts and Liens and Parties in Possession in form and substance identical to Exhibit K attached hereto and fully incorporated herein by reference for all purposes dated as of the Exchange Closing Date;

(e) The sum of Nineteen Thousand Three Hundred Sixty and No/100 Dollars ($19,360.00) in cash or by wired federal funds available for immediate disbursement in order to reimburse the Town for the costs paid by the Town to acquire the Town Exchange Property;

(f) The sum of Twenty Thousand and No/100 Dollars ($20,000.00) in cash or by wired funds as an irrevocable contribution by Elmwood toward the costs of constructing a new screening wall along the southern boundary line of the Reconstituted Elmwood Property as referenced in Paragraph 6 hereof; and

(g) Such other items, instruments and documents as are reasonably appropriate, necessary and/or required by the Title Company or the Town to consummate the transactions contemplated hereby or to evidence the authority of Elmwood to consummate the transactions contemplated hereby and to execute and deliver the closing documents in order to complete and evidence the transactions contemplated hereby.

4. Except as otherwise may be set forth herein, Elmwood shall pay all closing costs which are normally assessed against a seller or purchaser in connection with the purchase and sale of the Town Exchange Property and Elmwood shall pay all closing costs which are normally assessed against a seller or purchaser in connection with the purchase and sale of the Elmwood Exchange Property. In addition to the foregoing, the Town and Elmwood shall each pay the cost of the issuance of any Owner Policy of Insurance desired to be obtained by such party in connection with the transactions contemplated herein. Each party shall pay its own attorneys' fees; provided, however, in the event of any litigation arising hereunder, the prevailing party shall be entitled to recover, as a part of any judgment rendered, reasonable attorneys' fees and cost of suit.

5. Immediately following the Exchange Closing Date, the Town shall use commercially reasonable efforts in a diligent good faith attempt to commence construction of the Water Tower on the Water Tower Property as soon as is reasonably practicable but in no event later than July 31, 2012. Following commencement of construction, the Town shall use commercially reasonable efforts in a diligent good faith attempt to complete construction of the Water Tower on the Water Tower Property as soon as is reasonably practicable but in no event later than the earlier to occur of (a) two (2) years following the date of commencement of construction; or (b) July 31, 2014.

6. Following the Exchange Closing Date, Elmwood may not commence construction on the remaining portion of the Elmwood Property after the conveyance of the Elmwood Exchange Property to the Town (the "Remaining Elmwood Property") and/or the Town Exchange Property and/or any portion thereof until the earlier to occur of (a) the completion of construction of the Water Tower on the Water Tower Property; (b) two (2) years following the date of commencement of construction of the Water Tower; (c) July 31, 2014; or (d) such earlier date as may be proposed by Elmwood with the approval and coordination of the Town. Notwithstanding anything to the contrary contained or implied in the immediately preceding sentence or elsewhere in this Agreement, the foregoing prohibition against the commencement of construction shall be applicable solely to any physical construction of improvements and shall not in any manner or fashion limit, preclude or restrict Elmwood against any other activities not involving the physical construction of improvements including, but not limited to, engineering, filing of site plans, and the platting and/or replatting of the Remaining Elmwood Property and the Town Exchange Property (collectively referred to herein as the "Reconstituted Elmwood Property") and/or any portions thereof. In lieu of and in full satisfaction of any requirement or obligation of building any screening wall along the southern boundary of the Reconstituted Elmwood Property which is adjacent to and contiguous with the rear of the single family residential lots of The Villages of Woodlake, Phase 3C, Elmwood shall contribute and pay to the Town the sum of Twenty Thousand and No/100 Dollars ($20,000.00) at the Exchange Closing pursuant to Paragraph 3(f) hereof.

7. The Town shall use commercially reasonable efforts in a diligent good faith effort to cause the State to effectuate a change order to the State's existing plans (the "Existing Plans") for Eldorado Parkway adjacent to the northwestern boundary of the Elmwood Property and the Town Property to add a median cut and left turn lane (collectively, the "Left Turn Lane") for traffic heading in a southwesterly direction on Eldorado Parkway (when constructed) to utilize in turning and accessing the Reconstituted Elmwood Property. Elmwood agrees to reimburse the Town within thirty (30) days following Elmwood's receipt of a bill for the reasonable costs and expenses required to be paid to the Town's engineers in order to design and add the Left Turn Lane to the Existing Plans in order to cause the Left Turn Lane to be constructed in conjunction with the initial paving of the new construction of State Highway 720 (Eldorado Parkway). The Town agrees to help coordinate the construction of the Left Turn Lane by the State and/or Denton County if applicable. Within thirty (30) days after the Existing Plans have been officially changed by the State, Elmwood shall pay to the Town the lesser of (a) the then estimated reasonable cost of construction of the Left Turn Lane in the event that the revised plans indicate that the Left Turn Lane will be constructed by the State and/or Denton County (the "County") and/or the Town. In the event that the Left Turn Lane is ultimately constructed by the State and/or County and/or

the Town, Elmwood shall be responsible for and shall promptly pay for the costs of constructing the Left Turn Lane in excess of the amount already paid by Elmwood in accordance with the terms and provisions of the immediately preceding sentence. In the event that the Left Turn Lane will not be constructed by the State and/or County and/or the Town, the revised plans shall describe the Left Turn Lane and specify thereon "FUTURE CONSTRUCTION BY OTHERS."

8. Elmwood and the Town mutually agree to reasonably cooperate with the other in a good faith attempt to cause each of the Reconstituted Elmwood Property and the Water Tower Property to be fully and finally platted into two (2) separate platted lots in accordance with the terms of this paragraph and the applicable ordinances, rules, regulations, requirements and procedures of the Town and/or its Town Council, Planning Commission, Public Works Department and/or any and all other councils, committees, department, governmental and quasi-governmental authorities having jurisdiction over the platting of the Property and the issuance of any and all permits and approvals in connection therewith (hereinafter collectively referred to as the "Town Authorities").

9. The Town and Elmwood agree that all details regarding the requested platting of the Reconstituted Elmwood Property and the Water Tower Property shall be agreed upon by the Town and Elmwood in writing in accordance with the procedures hereinafter set forth in this paragraph. On or before July 31, 2012, the Town shall submit to Elmwood the Town proposed plan for platting the Water Tower Property, including any proposed easements to be granted in favor of Elmwood and including, but not necessarily limited to, the following:

(a) A nonexclusive road or driveway easement for vehicular and pedestrian access, ingress and egress on, over, across and through the Water Tower Property for the benefit of Elmwood and its successors and assigns and their respective agents, representatives, employees, contractors, subcontractors, licensees, guests and invitees; and

(b) A ten foot (10') wide underground sanitary sewer easement on, under, across and through the Water Tower Property immediately adjacent to and contiguous with the right-of-way of El Dorado Parkway for the benefit of Elmwood and its successors and assigns.

10. Elmwood shall further submit to the Town Elmwood's proposed plan for platting the Reconstituted Elmwood Property, including any proposed easements to be granted in favor of the Town, and including, but not necessarily limited to, the following:

(a) A landscape easement of ten feet (10') only from the Southeast right-of-way line of Eldorado Parkway and no landscape easement (zero feet) on all other sides of the Reconstituted Elmwood Property;

(b) A temporary construction easement for the construction of the Water Tower until the earlier to occur of:

(i) the completion of construction of the Water Tower;

(ii) two (2) years following the date of commencement of the Water Tower; or

(iii) July 31, 2014.

(c) A ten foot (10') wide underground easement to extend the existing twenty inch (20") water line located west of the Reconstituted Elmwood Property through the Reconstituted Elmwood Property to the Water Tower Property in mutually approved locations which will not adversely affect the use, value or development of the Reconstituted Elmwood Property (and with

the top of the water line to be buried to a minimum depth of six feet (6') and located so that the water line does not interfere with any gravity storm drainage with respect to the Reconstituted Elmwood Property);

(d) A nonexclusive road or driveway easement for vehicular and pedestrian access, ingress and egress on, over, across and through the Reconstituted Elmwood Property for the benefit of the Town and its successors and assigns and their respective agents, representatives, employees, contractors, subcontractors, licensees, guests and invitees; and

(e) A nonexclusive easement within one hundred fifty feet (150') of the Westernmost tip of the Reconstituted Elmwood Property and located within the normal and customary building setback area at a mutually approved location which will not adversely affect the use, value or development of the Reconstituted Elmwood Property for the installation and maintenance by the Town of a single information/message board sign mutually approved by both the Town and Elmwood as to size, area, lighting, color, materials and other relevant matters.

11. Each of the Town and Elmwood shall also contemporaneously provide to the other drafts of all applications, permits, the proposed plat and all other documentation prepared by each such party and required by the Town Authorities (hereinafter collectively referred to as the "Platting Documents"). Each party shall have ten (10) business days following receipt thereof to review and approve or disapprove of, or object to, any such item(s) or matters contained in the Platting Documents (with such approval not to be unreasonably withheld or delayed). If either party shall fail to give the other party written notice of its disapproval of, or objections to, any such item(s) during such five (5) business day period, such party failing to timely give written notice shall be deemed to have approved same; provided, however, with respect to the Town, such deemed approval shall be limited to the deemed approval by the Town staff only and any and all other rights of approval by the Town pursuant to any and all codes, ordinances or regulations shall not be deemed to have been given, waived, released, relinquished, vitiated or adversely affected whatsoever. If either party shall timely and property disapprove of, or object to, any such item(s), then the other party shall make such reasonable changes as the disapproving or objecting party may reasonably require in order to properly submit and/or file the Platting Documents with the applicable Town Authorities in a form and fashion reasonably acceptable to the Town and Elmwood, on or before July 31, 2012.

12. Elmwood shall pay any and all normal and customary application fees when due and payable in order to initiate the platting process required by the Town Authorities to be paid in connection therewith ("Platting Fees") provided, however, that the Town hereby agrees to waive any platting fees customarily charged by the Town. Elmwood shall also pay all other costs paid or incurred by Elmwood to plat the Reconstituted Elmwood Property and shall reimburse the Town for all reasonable costs paid or incurred by the Town to plat the Water Tower Property within ten (10) days after the final platting of both the Water Tower Property and the Reconstituted Elmwood Property in accordance with the terms of this paragraph. Following the proper submission and/or filing of the Platting Documents by the Town and Elmwood and payment of all normal Platting Fees by Elmwood (save and except for the customary platting fees normally charged by the Town which shall be waived), the Town and Elmwood mutually agree to use their respective good faith commercially reasonable business efforts in a continuous and diligent fashion to process and obtain the requested platting of the Water Tower Property and the Reconstituted Elmwood Property in the form approved or deemed approved by the Town and Elmwood in as expeditious a manner as is reasonably practicable. The terms and provisions of this paragraph shall expressly survive the termination or closing of this Agreement. Each party agrees not to unreasonably withhold, condition or delay their approval of any amendments to the Platting Documents as may be reasonably requested by the other party.

13. On or after the Exchange Closing, within thirty (30) days after written request therefor by the Town, Elmwood agrees to grant to the Town the following:

(a) A nonexclusive easement at the Southeastern corner of the Reconstituted Elmwood Property anticipated to be located within the normal and customary building setback area at a mutually approved location which will not adversely affect the use, value or development of the Reconstituted Elmwood Property for the installation and maintenance by the Town of a minor public art piece;

(b) A nonexclusive easement over a portion of the Remaining Elmwood Property which is adjacent to and contiguous with the Elmwood Exchange Property in order to extend the Town's force main for sanitary sewer from the rear of the Kroger site to Eldorado Parkway at a location reasonably agreed to in writing by both the Town and Elmwood in order to cause as little adverse effect to the Remaining Elmwood Property as is reasonably practicable and in form and substance approved by both the Town and Elmwood (with such approval not to be unreasonably withheld, conditioned or delayed);

(c) A nonexclusive easement at the Northeast corner of the Remaining Elmwood Property anticipated to be located within the normal and customary building setback area at a mutually approved location which will not adversely affect the use, value or development of the Additional Property for the installation and maintenance by the Town of a major public art piece.

14. Indemnification. Each party shall be responsible for the acts and omissions of such party and its agents, servants, employees and independent contractors, and shall indemnify and hold the other party harmless from any and all loss, cost, expense, liability, damage, action or cause of action arising from or relating to any actions or inactions of such indemnifying party, or its agents, servants, employees or independent contractors, except to the extent such loss, cost, expense, liability, damage, action or cause of action arises from or relates to the gross negligence or willful misconduct of the other party hereto, or such other party's agents, servants, employees or independent contractors.

15. Default. If either party hereto should default in the performance of any of its obligations hereunder and if such default shall continue following the expiration of fifteen (15) days following the date written notice of such default was issued to such defaulting party by the other party, the non-defaulting party shall be entitled to exercise against the defaulting party all rights and remedies available at law or in equity as a result of such default. Notwithstanding the foregoing, if the nature of a default is such that it cannot reasonably be cured within the above-described fifteen (15) day period, the defaulting party shall not be considered in default hereunder so long as it commences to cure the alleged default within such fifteen (15) day period, and thereafter diligently and continuously pursues the curing of such default.

16. No Joint Venture or Partnership. Elmwood and the Town hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making Elmwood and the Town joint venturers or partners.

17. Any notices, consents or other communications required or permitted to be given pursuant to this Agreement must be in writing and must be given by personal hand delivery, facsimile transmission or certified mail and shall (except to the extent otherwise expressly provided herein) be deemed to have been given and received when actually received (whether actually received or not) two (2) business days after a certified letter containing such notice, consent or other communication, properly addressed, with postage prepaid, return receipt requested, is deposited in an official depository under the

regular care and custody of the United States Postal Service located within the confines of the continental United States of America addressed to the parties hereto at the following respective addresses:

If intended for the Town:	Town of Little Elm 100 West Eldorado Parkway Little Elm, Texas Attention: Charles Platt, Mayor Telephone No.: 214-551-0772 Facsimile No.: 972-377-5542
with a copy to:	Brown & Hofmeister, L.L.P. 740 East Campbell Road Suite 800 Richardson, Texas 75081 Attention: Robert F. Brown, Esq. Telephone No.: 214-747-6130 Facsimile No.: 214-747-6111
If to Elmwood:	Elmwood Estates, Ltd. c/o Land Advisors, Ltd. 4265 Kellway Circle Addison, Texas 75001 Attention: Mr. Dan Tomlin, III Telephone No.: 972-239-0707 Facsimile No.: 972-788-4247
and with a copy to:	Glast, Phillips & Murray, P.C. 14801 Quorum Drive, Suite 500 Dallas, Texas 75254 Attention: Mark V. Murray, Esq. Telephone No.: 972-419-7109 Facsimile No.: 972-419-8329

or to such other substitute address and/or addressee as any party hereto shall designate by written notice to the other party in accordance with the terms of this paragraph; provided, however, that no such notice of change of address and/or addressee shall be effective unless and until actually received by the party to whom such notice is sent.

18. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements (oral or written) are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

19. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE AND VENUE FOR ANY ACTION HEREUNDER SHALL BE IN DENTON COUNTY, TEXAS.

20. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

21. With respect to all provisions of this Agreement, time is of the essence; provided, however, if the final date of any period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of the State of Texas or the United States of America, the final date of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. The term "days" as used herein shall mean calendar days, with the exception of "business days," which term shall mean each day except for any Saturday, Sunday or legal holiday under the laws of the State of Texas or United States of America.

22. All references to the "date of this Agreement" or similar references as used herein shall be deemed to mean the later of the two dates on which this Agreement is signed by the Town or Elmwood, as indicated by their signatures below, which later date shall be the date of final execution and agreement by the parties hereto.

23. Notwithstanding anything to the contrary contained or implied elsewhere herein, if either party shall employ an attorney to enforce or define the rights of such party hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit. The terms and provisions of this paragraph shall expressly survive the performance of any obligations by either of the parties hereto or the earlier termination of this Agreement.

24. The Town and Elmwood each agree to execute and deliver to the other such other items, instruments and documents as are reasonably appropriate or necessary to consummate the transactions contemplated hereby or evidence the authority of such party to perform the transactions contemplated hereby and execute and deliver any documentation referenced herein in order to complete and evidence the transactions contemplated hereby.

25. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument, and either party hereto may execute this Agreement by signing any such counterparts. In addition, each and all of the parties hereto agree that facsimile signatures and other electronically transmitted signatures shall be sufficient to validly bind and obligate the parties hereunder.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS THIS PAGE]

EXECUTED effective as of the _____ day of _____, 2012.

TOWN:

TOWN OF LITTLE ELM

By: _____
Name: Doug Peach
Title: Interim Town Manager

ATTEST:

_____
Kathy Phillips, TOWN SECRETARY

APPROVED AS TO FORM:

_____
Robert F. Brown, TOWN ATTORNEY

EXECUTED effective as of the _____ day of _____, 2012.

ELMWOOD:

ELMWOOD ESTATES, LTD.,
a Texas limited partnership

By: Land Advisors, Ltd.,
a Texas limited partnership,
Its General Partner

By: Land Advisors Management, L.L.C.,
a Texas limited liability company,
Its General Partner

By: _____
Name: Dan Tomlin, III
Title: President

Exhibit A

Elmwood Property

[Immediately Follows This Page]

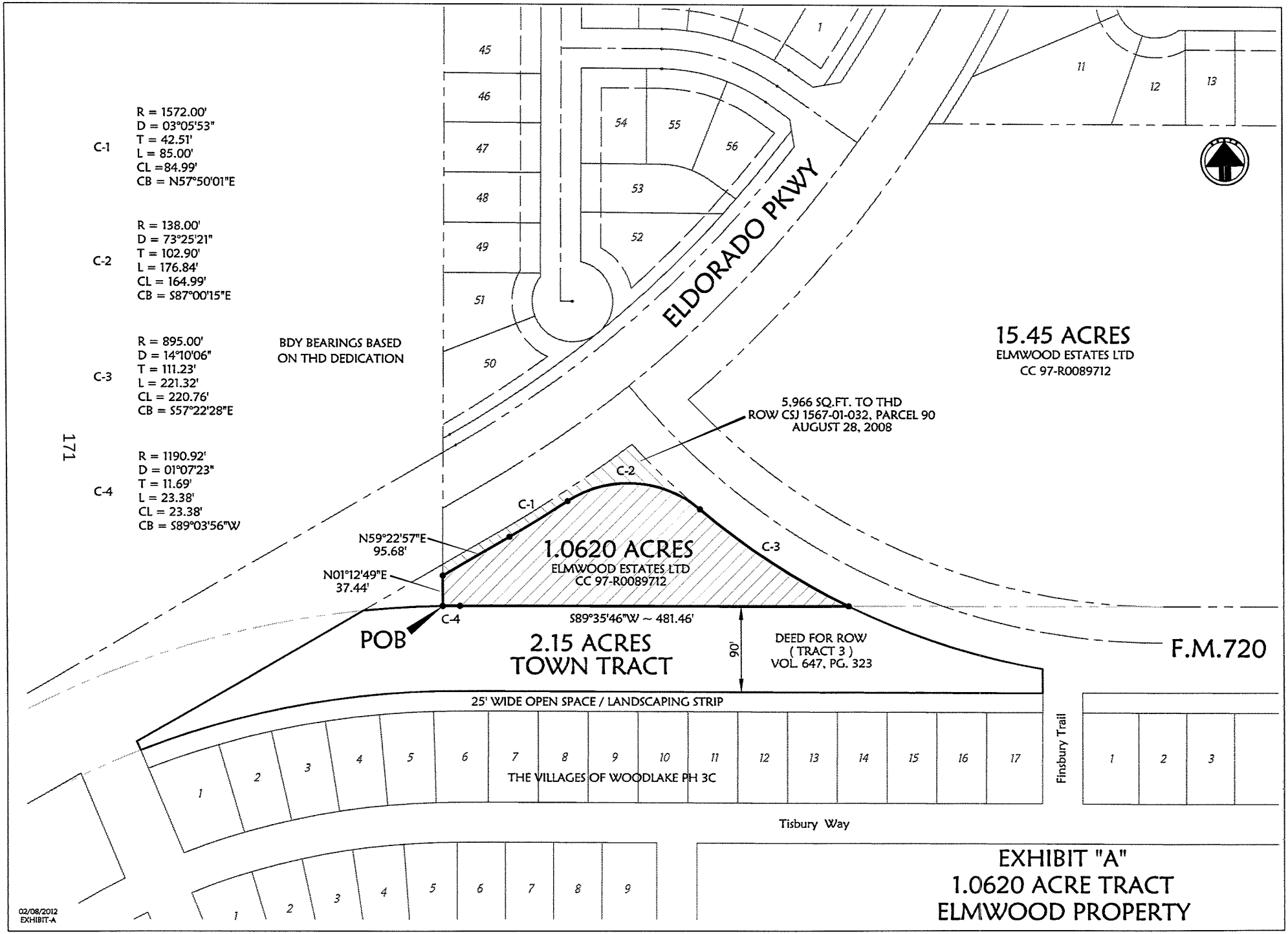

C-1
R = 1572.00'
D = 03°05'53"
T = 42.51'
L = 85.00'
CL =84.99'
CB = N57°50'01"E
C-2
R = 138.00'
D = 73°25'21"
T = 102.90'
L = 176.84'
CL = 164.99'
CB = S87°00'15"E
C-3
R = 895.00'
D = 14°10'06"
T = 111.23'
L = 221.32'
CL = 220.76'
CB = S57°22'28"E
C-4
R = 1190.92'
D = 01°07'23"
T = 11.69'
L = 23.38'
CL = 23.38'
CB = S89°03'56"W
BDY BEARINGS BASED ON THD DEDICATION
ELDORADO PKWY
15.45 ACRES
ELMWOOD ESTATES LTD
CC 97-R0089712
5,966 SQ.FT. TO THD
ROW CSJ 1567-01-032, PARCEL 90
AUGUST 28, 2008
1.0620 ACRES
ELMWOOD ESTATES LTD
CC 97-R0089712
N59°22'57"E
95.68'
N01°12'49"E
37.44'
POB
S89°35'46"W ~ 481.46'
2.15 ACRES
TOWN TRACT
90'
DEED FOR ROW
(TRACT 3)
VOL. 647, PG. 323
F.M.720
25' WIDE OPEN SPACE / LANDSCAPING STRIP
THE VILLAGES OF WOODLAKE PH 3C
Finsbury Trail
Tisbury Way
171
EXHIBIT "A"
1.0620 ACRE TRACT
ELMWOOD PROPERTY
02/08/2012
EXHIBIT-A

Exhibit B

Town Property

[Immediately Follows This Page]

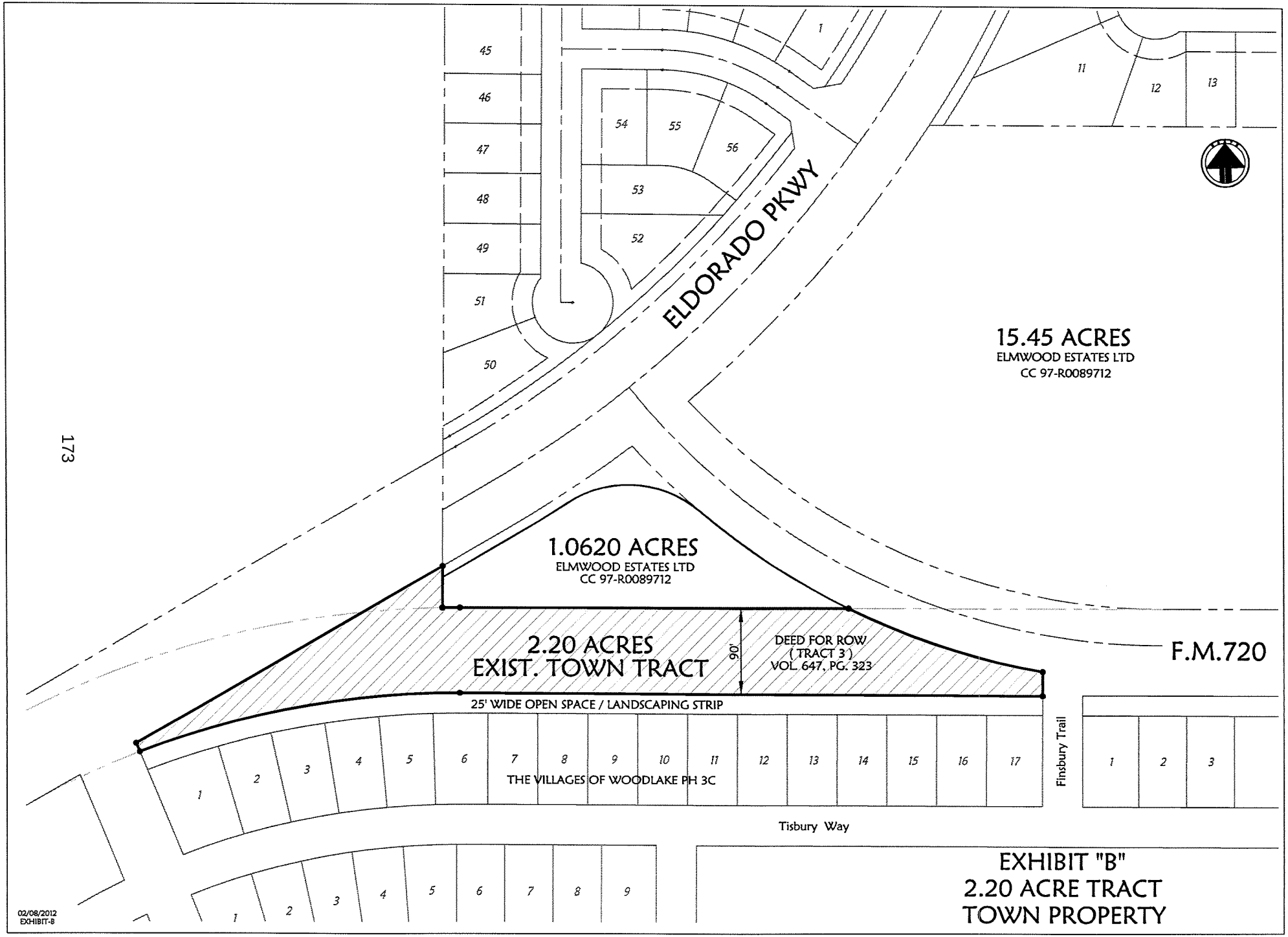

ELDORADO PKWY
15.45 ACRES
ELMWOOD ESTATES LTD
CC 97-R0089712
1.0620 ACRES
ELMWOOD ESTATES LTD
CC 97-R0089712
2.20 ACRES
EXIST. TOWN TRACT
90'
DEED FOR ROW
(TRACT 3)
VOL. 647, PG. 323
F.M.720
25' WIDE OPEN SPACE / LANDSCAPING STRIP
THE VILLAGES OF WOODLAKE PH 3C
Tisbury Way
Finsbury Trail
173
02/08/2012
EXHIBIT-B
EXHIBIT "B"
2.20 ACRE TRACT
TOWN PROPERTY

Exhibit C

Water Tower Property

[Immediately Follows This Page]

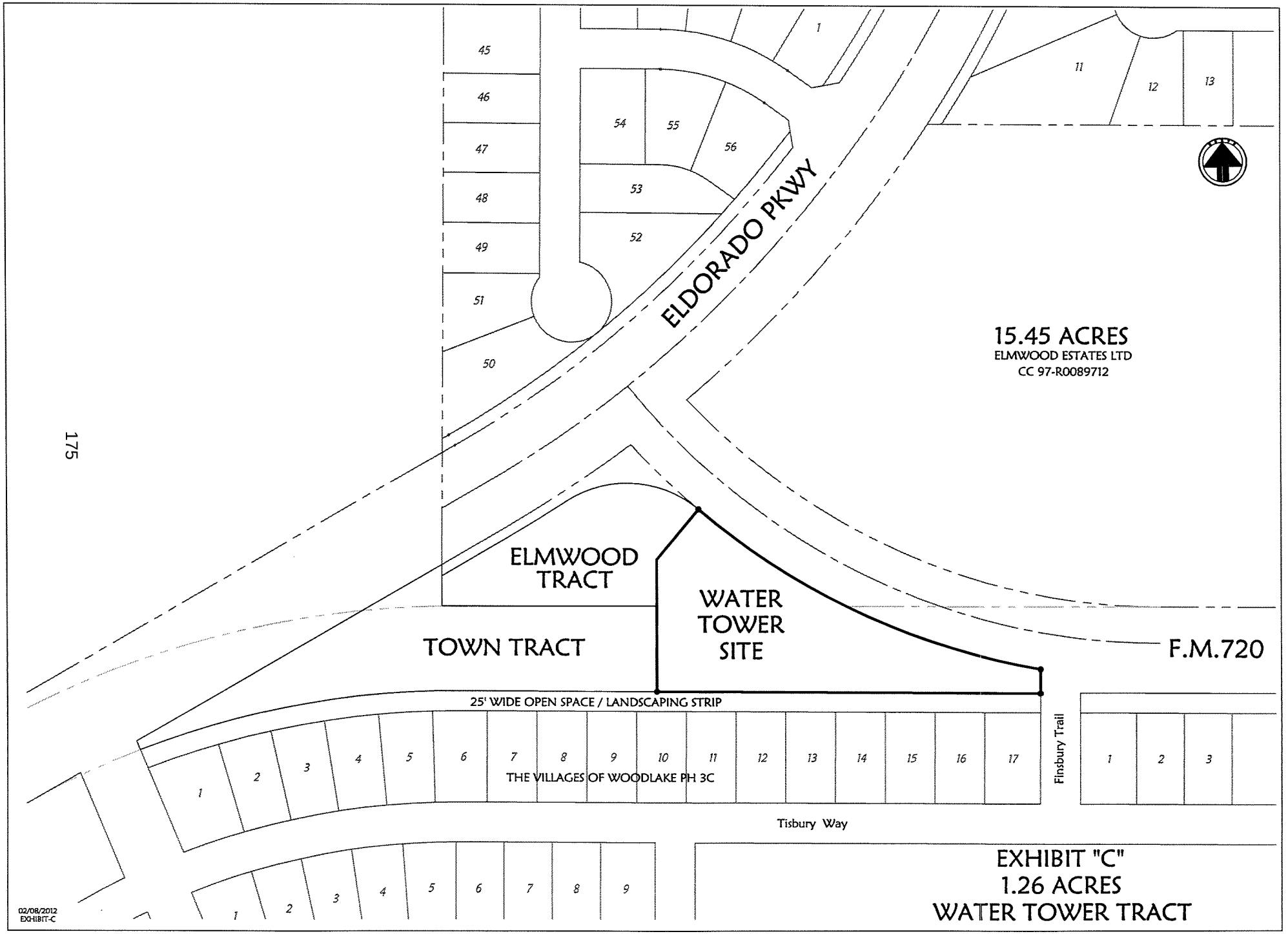

45
46
47
48
49
51
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54
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56
53
52
1
11
12
13
ELDORADO PKWY
15.45 ACRES
ELMWOOD ESTATES LTD
CC 97-R0089712
175
ELMWOOD TRACT
WATER TOWER SITE
TOWN TRACT
F.M.720
25' WIDE OPEN SPACE / LANDSCAPING STRIP
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17
THE VILLAGES OF WOODLAKE PH 3C
Finsbury Trail
1 2 3
Tisbury Way
1 2 3 4 5 6 7 8 9
02/08/2012
EXHIBIT-C
EXHIBIT "C"
1.26 ACRES
WATER TOWER TRACT

Exhibit D

Elmwood Exchange Property

[Immediately Follows This Page]

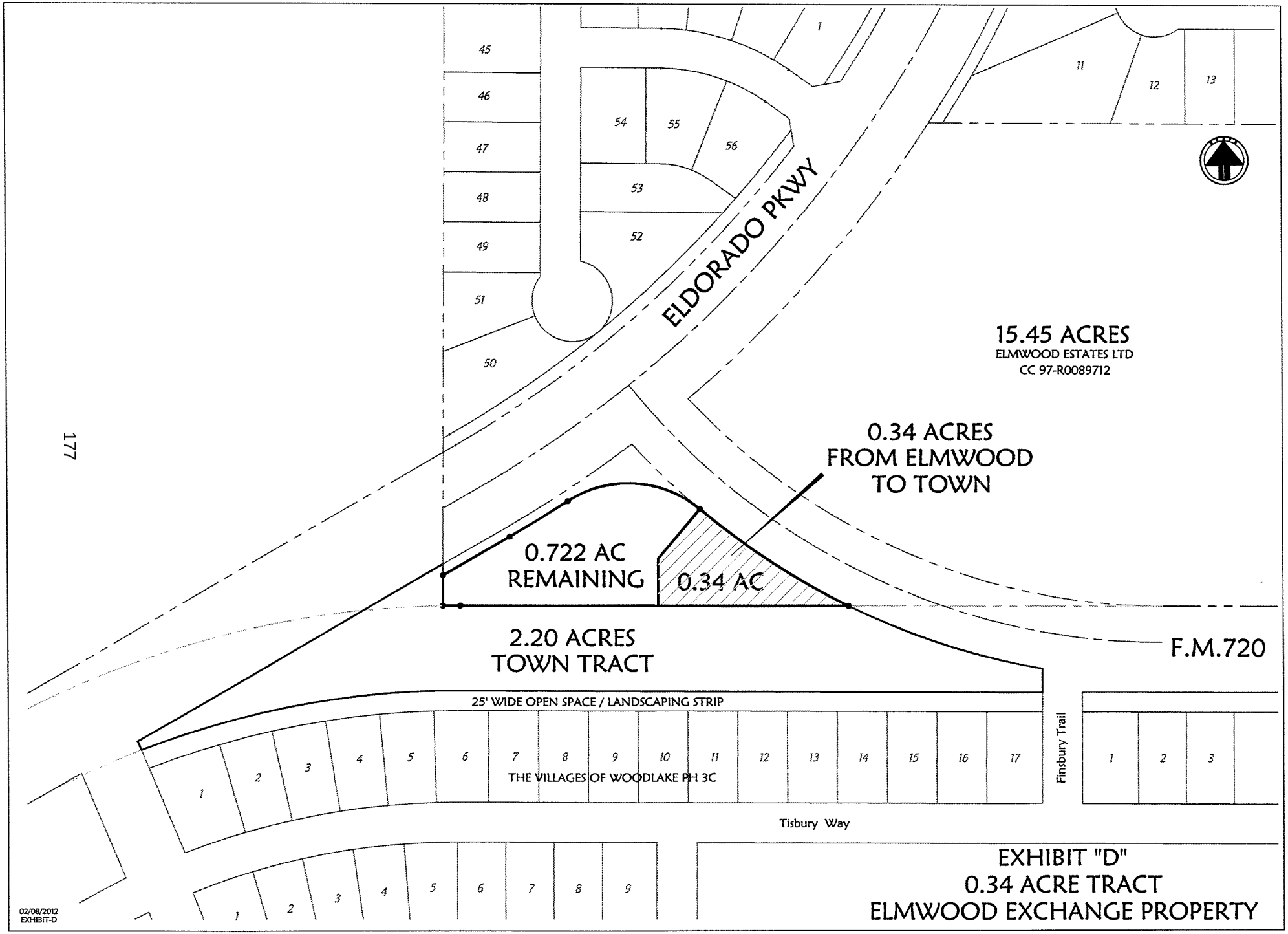

ELDORADO PKWY
15.45 ACRES
ELMWOOD ESTATES LTD
CC 97-R0089712
0.34 ACRES
FROM ELMWOOD
TO TOWN
0.722 AC
REMAINING
0.34 AC
2.20 ACRES
TOWN TRACT
F.M.720
25' WIDE OPEN SPACE / LANDSCAPING STRIP
THE VILLAGES OF WOODLAKE PH 3C
Tisbury Way
Finsbury Trail
177
EXHIBIT "D"
0.34 ACRE TRACT
ELMWOOD EXCHANGE PROPERTY
02/08/2012
EXHIBIT-D

Exhibit E

Town Exchange Property

[Immediately Follows This Page]

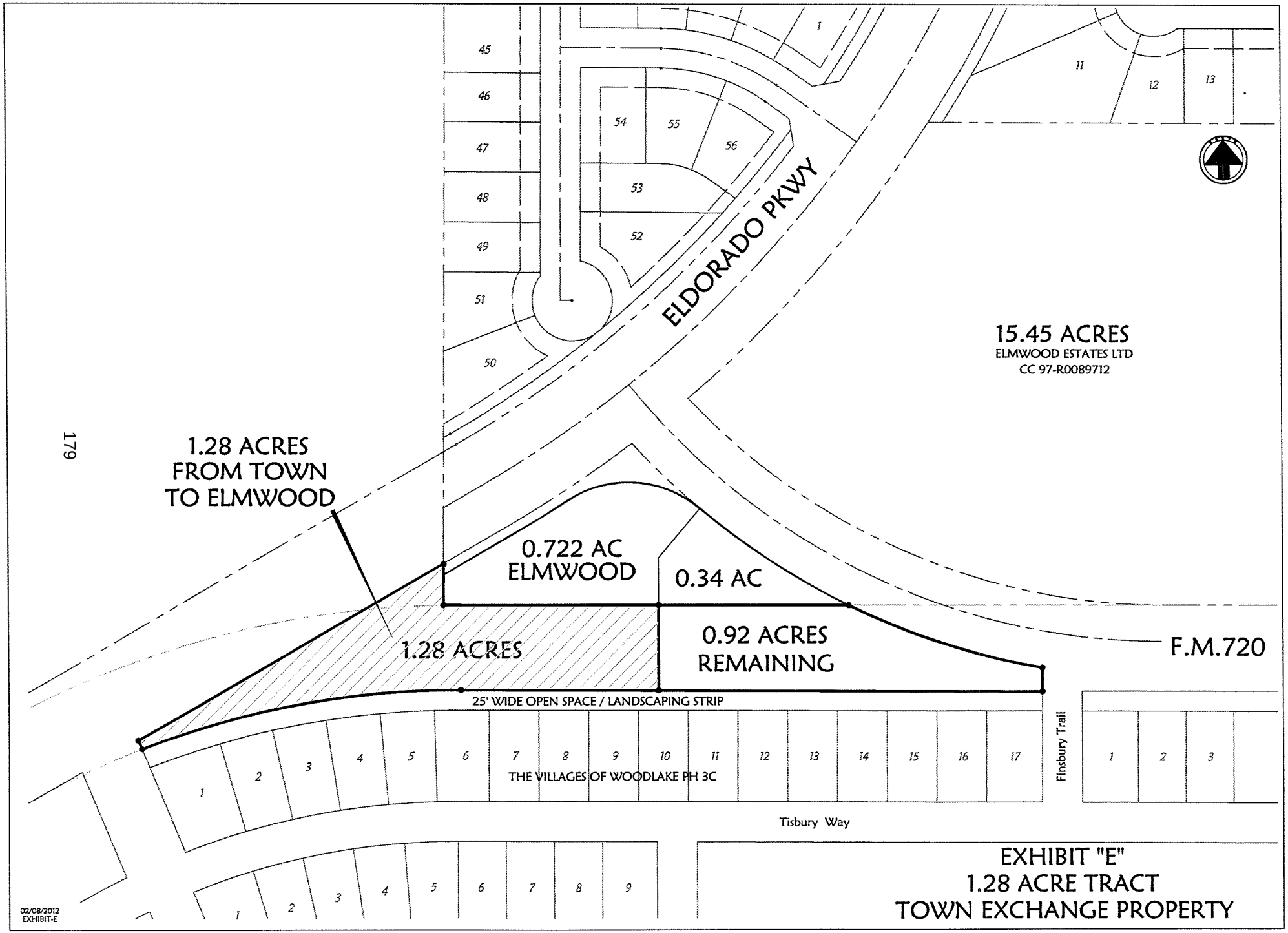

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ELDORADO PKWY
15.45 ACRES
ELMWOOD ESTATES LTD
CC 97-R0089712
179
1.28 ACRES
FROM TOWN
TO ELMWOOD
0.722 AC
ELMWOOD
0.34 AC
1.28 ACRES
0.92 ACRES
REMAINING
F.M.720
25' WIDE OPEN SPACE / LANDSCAPING STRIP
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17
THE VILLAGES OF WOODLAKE PH 3C
Finsbury Trail
1 2 3
Tisbury Way
1 2 3 4 5 6 7 8 9
02/08/2012
EXHIBIT-E
EXHIBIT "E"
1.28 ACRE TRACT
TOWN EXCHANGE PROPERTY

Exhibit F
SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §

THAT **THE TOWN OF LITTLE ELM, TEXAS** (the "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid by **ELMWOOD ESTATES, LTD.** (the "Grantee"), whose address is c/o Land Advisors, Ltd., 4265 Kellway Circle, Addison, Texas 75001, HAS GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents DOES GRANT, BARGAIN, SELL and CONVEY unto Grantee all of that certain tract or tracts of land (the "Land") situated in Denton County, Texas, and described on Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes, together with all of Grantor's right, title and interest in and to any and all buildings and other improvements, plants, trees and shrubbery now or hereafter located on said Land and together with all and singular all rights and appurtenances pertaining to such Land (with the Land, together with all such improvements and rights and appurtenances being collectively referred to herein as the "Property").

This conveyance is made subject only to the matters set forth on Exhibit "B" attached hereto and incorporated herein by this reference for all purposes, to the extent the same are valid and subsisting and affect the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions

EXECUTED effective as of the _____ day of _____, 2012.

GRANTOR:

THE TOWN OF LITTLE ELM, TEXAS

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2012, by _____, the _____ of THE TOWN OF LITTLE ELM, TEXAS, a home ruled municipality, on behalf of such municipality.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

EXHIBIT "A"
TO SPECIAL WARRANTY DEED

PROPERTY DESCRIPTION

[To be Inserted]

EXHIBIT "B"

TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

[To be Inserted]

Exhibit G

NONFOREIGN AFFIDAVIT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of **THE TOWN OF LITTLE ELM, TEXAS,** a home rule municipality ("Transferor"), who after being duly sworn, upon his oath did depose and state under penalty of perjury, for purposes of Section 1445 of the Internal Revenue Code of 1954, as amended, in connection with the sale, transfer and conveyance of the property described in Exhibit "A" attached hereto and incorporated herein by reference ("Property"), (i) that Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); (ii) that Transferor's United States employer identification number is _____; (iii) that Transferor's office address is 100 West Eldorado Parkway, Little Elm, Texas, Attention: Charles Platt, Manager; and (iv) that Transferor is aware that **ELMWOOD ESTATES, LTD.,** a Texas limited partnership ("Transferee"), is relying upon this instrument in not withholding ten percent (10%) of the amount realized on the disposition of the Property by Transferor to Transferee as required of Transferee by Section 1445 of the Internal Revenue Code of 1954, as amended. Transferor understands that this affidavit may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

THE TOWN OF LITTLE ELM, TEXAS,
a home rule municipality

By:_____
Print Name:_____
Title:_____

SUBSCRIBED AND SWORN TO BEFORE ME on this _____ day of _____, 2012, by _____, _____ of THE TOWN OF LITTLE ELM, TEXAS, a home rule municipality, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

EXHIBIT "A"

TO NONFOREIGN AFFIDAVIT

Description of Property

[To be Inserted]

Exhibit H

AFFIDAVIT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of **THE TOWN OF LITTLE ELM, TEXAS**, a home ruled municipality, (the "Seller"), personally known to me to be the person whose name is subscribed hereto and upon his oath did depose and say, to the best of his current, actual knowledge, without duty of inquiry, as follows:

1. That there are no unpaid debts for work that has been done or materials furnished in connection with the real property described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property"). There are no mechanic's or materialmen's liens, whether recorded or unrecorded, upon or against the Property.

2. That there are no liens, suits, proceedings, judgments or decrees of any nature whatsoever, including but not limited to demolition or condemnation decrees or orders, which adversely affect the Property or the right, title or interest of Seller therein which are not shown in the Commitment for Title Insurance issued by _____ (the "Title Company"), issued _____, 2012 and dated effective as of _____, 2012, under GF or File No. _____ covering the Property.

3. That there are no paving liens of any character or claims for paving outstanding against the Property. Seller has signed no petitions for the paving of a street or alley adjoining the Property and Seller knows of no petition being circulated for the pavement of the streets, alleys or sidewalks adjacent to the Property.

4. That no party other than the Seller is in actual or constructive possession of the Property and no other party has any possessory interest in the Property.

5. This Affidavit is made to **ELMWOOD ESTATES, LTD.**, a Texas limited partnership (hereinafter referred to as "Purchaser"), as an inducement to complete the purchase of the Property from the Seller, and to the Title Company, as an inducement to it to issue to Purchaser its Owner Policy of Title Insurance, and the Seller realizes that the Purchaser and Title Company are relying upon the representations contained herein.

All statements and representations contained herein are made by the undersigned affiant in his representative capacity only, for and on behalf of Seller, and not individually, and any and all liability hereunder shall be solely that of Seller, and not the undersigned affiant.

EXECUTED effective as of the _____ day of _____, 20__.

THE TOWN OF LITTLE ELM, TEXAS,
a home ruled municipality

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME on this _____ day of _____, 2012, by _____, _____ of THE TOWN OF LITTLE ELM, TEXAS, a home ruled municipality, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

EXHIBIT "A"

Property Description

[To be Inserted]

Exhibit I

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §

THAT **ELMWOOD ESTATES, LTD.,** a Texas limited partnership (the "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid by **THE TOWN OF LITTLE ELM, TEXAS,** a home rule municipality (the "Grantee"), whose address is 100 West Eldorado Parkway, Little Elm, Texas, Attention: Charles Platt, Mayor, HAS GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents DOES GRANT, BARGAIN, SELL and CONVEY unto Grantee all of that certain tract or tracts of land (the "Land") situated in Denton County, Texas, and described on Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes, together with all of Grantor's right, title and interest in and to any and all buildings and other improvements, plants, trees and shrubbery now or hereafter located on said Land and together with all and singular all rights and appurtenances pertaining to such Land (with the Land, together with all such improvements and rights and appurtenances being collectively referred to herein as the "Property").

This conveyance is made subject only to the matters set forth on Exhibit "B" attached hereto and incorporated herein by this reference for all purposes, to the extent the same are valid and subsisting and affect the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions

EXECUTED effective as of the _____ day of _____, 2012.

GRANTOR:

ELMWOOD ESTATES, LTD.,
a Texas limited partnership

By: Land Advisors, Ltd.,
Its General Partner

By: Land Advisors Management, L.L.C.,
a Texas limited liability company,
Its General Partner

By: _____
Name: Dan Tomlin, III
Title: President

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2012, by Dan Tomlin, III, the President of Land Advisors Management, L.L.C., a Texas limited liability company, the General Partner of Land Advisors, Ltd., a Texas limited partnership, its General Partner of ELMWOOD ESTATES, LTD., a Texas limited partnership on behalf of Texas limited partnerships and limited liability company.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

EXHIBIT "A"
TO SPECIAL WARRANTY DEED

PROPERTY DESCRIPTION

[To be Inserted]

EXHIBIT "B"

TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

[To be Inserted]

Exhibit J

NONFOREIGN AFFIDAVIT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of Land Advisors Management, L.L.C., acting as the General Partner of Land Advisors, Ltd., acting as the General Partner of **ELMWOOD ESTATES, LTD.,** a Texas limited partnership ("Transferor"), who after being duly sworn, upon his oath did depose and state under penalty of perjury, for purposes of Section 1445 of the Internal Revenue Code of 1954, as amended, in connection with the sale, transfer and conveyance of the property described in Exhibit "A" attached hereto and incorporated herein by reference ("Property"), (i) that Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); (ii) that Transferor's United States employer identification number is _____; (iii) that Transferor's office address is ; and (iv) that Transferor is aware that **THE TOWN OF LITTLE ELM, TEXAS,** a home rule municipality ("Transferee"), is relying upon this instrument in not withholding ten percent (10%) of the amount realized on the disposition of the Property by Transferor to Transferee as required of Transferee by Section 1445 of the Internal Revenue Code of 1954, as amended. Transferor understands that this affidavit may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

ELMWOOD ESTATES, LTD.,
a Texas limited partnership

By: Land Advisors, Ltd.,
Its General Partner

By: Land Advisors Management, L.L.C.,
a Texas limited liability company,
Its General Partner

By: _____
Name: Dan Tomlin, III
Title: President

SUBSCRIBED AND SWORN TO BEFORE ME on this _____ day of _____, 2012, by Dan Tomlin, III, the President of Land Advisors Management, L.L.C., a Texas limited liability company, the General Partner of Land Advisors, Ltd., a Texas limited partnership, its General Partner of ELMWOOD ESTATES, LTD., a Texas limited partnership on behalf of Texas limited partnerships and limited liability company.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

EXHIBIT "A"

TO NONFOREIGN AFFIDAVIT

Description of Property

[To be Inserted]

Exhibit K

AFFIDAVIT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared Dan Tomlin, III, President of Land Advisors Management, L.L.C., acting as the General Partner of Land Advisors, Ltd., acting as the General Partner of **ELMWOOD ESTATES, LTD.**, a Texas limited partnership (the "Seller"), personally known to me to be the person whose name is subscribed hereto and upon his oath did depose and say, to the best of his current, actual knowledge, without duty of inquiry, as follows:

1. That there are no unpaid debts for work that has been done or materials furnished in connection with the real property described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property"). There are no mechanic's or materialmen's liens, whether recorded or unrecorded, upon or against the Property.

2. That there are no liens, suits, proceedings, judgments or decrees of any nature whatsoever, including but not limited to demolition or condemnation decrees or orders, which adversely affect the Property or the right, title or interest of Seller therein which are not shown in the Commitment for Title Insurance issued by _____ (the "Title Company"), issued _____, 2012 and dated effective as of _____, 2012, under GF or File No. _____ covering the Property.

3. That there are no paving liens of any character or claims for paving outstanding against the Property. Seller has signed no petitions for the paving of a street or alley adjoining the Property and Seller knows of no petition being circulated for the pavement of the streets, alleys or sidewalks adjacent to the Property.

4. That no party other than the Seller is in actual or constructive possession of the Property and no other party has any possessory interest in the Property.

5. This Affidavit is made to **THE TOWN OF LITTLE ELM, TEXAS**, a home ruled municipality, (hereinafter referred to as "Purchaser"), as an inducement to complete the purchase of the Property from the Seller, and to the Title Company, as an inducement to it to issue to Purchaser its Owner Policy of Title Insurance, and the Seller realizes that the Purchaser and Title Company are relying upon the representations contained herein.

All statements and representations contained herein are made by the undersigned affiant in his representative capacity only, for and on behalf of Seller, and not individually, and any and all liability hereunder shall be solely that of Seller, and not the undersigned affiant.

EXECUTED effective as of the _____ day of _____, 20__.

ELMWOOD ESTATES, LTD.,
a Texas limited partnership

By: Land Advisors, Ltd.,
Its General Partner

By: Land Advisors Management, L.L.C.,
a Texas limited liability company,
Its General Partner

By: _____
Name: Dan Tomlin, III
Title: President

THE STATE OF TEXAS §
§
COUNTY OF _____ §

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME on this _____ day of _____, 2012, by Dan Tomlin, III, the President of Land Advisors Management, L.L.C., a Texas limited liability company, the General Partner of Land Advisors, Ltd., a Texas limited partnership, its General Partner of ELMWOOD ESTATES, LTD., a Texas limited partnership on behalf of Texas limited partnerships and limited liability company

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

EXHIBIT "A"

Property Description

[To be Inserted]

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: March 20, 2012

PROJECT: **RFQ Selection of Construction Manager at Risk for the Town to use on the Animal Shelter, Water Utility Billing and Town Hall Reconfiguration, Library Expansion and Various Remodel Projects; Introduction of Starling Richardson.**

DESCRIPTION: The Town is currently in design with our project team on the, Animal Shelter, Water Billing and Town Hall Reconfiguration, and Library Expansion. Staff was directed to solicit Requests for Qualifications (RFQ's) to find a Construction Manager at Risk (CM@R).

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

Firms were judged on their experience with similar Municipal Capital Improvement Construction Projects in a Construction Manager at Risk delivery method, ability to manage several projects simultaneously, financial stability, qualifications of the project team, preconstruction services, warranty services, safety record, subcontractor risk mitigation plan, and references.

On Tuesday, January 31, 2012 the Town received eight (8) proposal packets from Steele & Freeman, W.B. Kibler Construction, The Fain Group, Piazza, Starling Richardson,

Reeder General Contractors, Pete Durant & Associates, and T&G Constructors.

Town Staff rated the statement of qualifications from each firm and selected three firms for interviews. Those firms were Steele & Freeman and Starling Richardson. The Finance Director request and review each firms financial information and Dun & Bradstreet (D&B) numbers. Our CIP Manager conducted extensive reference checks on all three firms from past similar projects. From this information and the interviews a group of Staff from the listed projects selected Starling Richardson. They had good D&B numbers, excellent references, experienced staff, and a good record of quality projects.

They are here tonight to give a brief introduction of themselves to Council.

COST: N/A

FUNDING: N/A

SCHEDULE: Starling Richardson is to join project team immediately with construction plan review. Staff will return to Council with a Construction Manager at Risk agreement.

RECOMMENDED ACTION: **Staff recommends Council approve the selection of Starling Richardson for Construction Manager at Risk on the Animal Shelter, Water Utility Billing and Town Hall Reconfiguration, Library Expansion and Various Remodel Projects.**

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

ATTACHMENTS:
1. RFQ Form

LITTLE ELM

TOWN of LITTLE ELM

REQUEST FOR QUALIFICATIONS CONSTRUCTION MANAGER AT RISK

AS # 870-87-45 Animal Shelter
LR # 870-87-41 Library Remodel
MR # 870-87-46 Miscellaneous Remodels

The **TOWN of LITTLE ELM** will accept Request for Qualifications for Construction Manager at Risk services for:

AS # 870-87-45 Animal Shelter
LR # 870-87-41 Library Remodel
MR # 870-87-46 Miscellaneous Remodels

until 2:00 PM CST on Tuesday, January 31, 2012. Qualifications should be delivered to:

TOWN of LITTLE ELM
T. Lynn Tompkins, Jr., CIP Project Manager
Development Services Department
100 West Eldorado Parkway
Second Floor
Little Elm, Texas 75068

Qualification packets shall be plainly marked on outside of envelope as follows:

CONSTRUCTION MANAGER AT RISK FOR:
AS # 870-87-45 Animal Shelter
LR # 870-87-41 Library Remodel
MR # 870-87-46 Miscellaneous Remodels

ATTENTION: T. Lynn Tompkins, Jr., CIP Project Manager
Development Services Department

Any qualification packets received later than the specified time, whether delivered in person or by mail, shall be disqualified and remain unopened.

The **TOWN of LITTLE ELM** reserves the right to waive any formality and to reject any or all qualifications / proposals.

On January 31, 2012, the **TOWN of LITTLE ELM** intends to consider a qualified construction firm to provide "at risk" construction management services for the construction of the following projects:

1. AS # 870-87-45 Animal Shelter – Jim Wilson Architects
2. LR # 870-87-41 Library Remodel–Hidell Associates Architects
3. MR # 870-87-46 Miscellaneous Remodel

The Construction Manager will provide construction services at a contracted fee. A modified CM at Risk Contract (CM@ Risk AIA form (AIA A133 – 2009) and modified General Conditions (A201 – 2007) including exhibit A to A133, the Guaranteed Maximum Price Amendment will be used to contract with a CM at Risk contractor. It will be required that the selected general contractor execute the Town's document without exception. This contract will be made available to proposers on or about January 13, 2012.

PROJECT, SCOPE OF WORK AND ANTICIPATED SCHEDULE:

The following project narratives are to assist you in responding to the Request for Qualifications. A graphic is included to illustrate the project locations.

1. **Animal Shelter: – Jim Wilson Architects**
   Project Description: A new facility for the Town's Animal Control Department
   Construction Budget: $1,000,000
   Anticipated Construction Start: Spring 2012
   Anticipated Construction Completion: Fall 2012

2. **Library Remodel – Hidell Associates Architects**
   Project Description: Expansion and remodel of the existing library to all of Town Hall's first floor.
   Construction Budget: $800,000
   Anticipated Construction Start: Spring 2012
   Anticipated Construction Completion: Fall 2012

4. **Miscellaneous Remodels – Phased Construction**

   A. Water Billing and Town Hall Office Reconfiguration
   Project Description: Filling in second floor atrium areas and building new offices

   B. Parks Administrative Office Remodel
   Project Description: Remodeling the old fire station to accommodate Parks and Recreation administrative Staff.

   C. Food Bank Relocation and Remodel
   Project Description: Remodel old fire station apparatus bays to accommodate relocation of the Food Bank.

   D. Remodel of old Community Center
   Project Description: Remodel old fire station apparatus bays to accommodate relocation of the Food Bank.

   Construction Budget for A - D: Estimated at $400,000 to $600,000
   Anticipated Construction Start: Spring 2012
   Anticipated Construction Completion: Summer 2013

Estimated TOTAL: $2,400,000

The following describes the anticipated services expected during design and construction:

- Manage the Guaranteed Maximum Price (GPM) Documentation
- Establish budget by bid package for design phases
- Prepare sub-contractor bid or proposal packages
- Conduct pre-bid meetings
- Receive bids
- Conduct award of contracts/purchase orders
- Provide coordination and management of sub-contractors
- Summarize monthly reports
- Provide change order and contingency funds control
- Establish a quality management program
- Provide for job safety functions
- Provide accounting functions
- Provide jobsite security functions
- Provide post construction services
- Provide value engineering and management of construction schedule
- Attend pre-construction meeting with **TOWN of LITTLE ELM** personnel

CONSTRUCTION MANAGER SELECTION SCHEDULE:

Request for sealed qualifications first advertisement:	January 13, 2012
Request for sealed qualifications second advertisement:	January 20, 2012
Receive sealed qualifications:	January 31, 2012
Presentations / Interviews (if deemed beneficial to the Town):	February 8, 2012
Recommendation to Town Council:	February 21, 2010

REQUEST FOR QUALIFICATIONS:

It is the intention of the Town of Little Elm to select a Construction Manager at Risk for the construction of:

1. AS # 870-87-45 Animal Shelter – Jim Wilson Architects
2. LR # 870-87-41 Library Remodel–Hidell Associates Architects
3. MR # 870-87-46 Miscellaneous Remodels

Sealed submittals are to include the information requested in this package in the sequence and format prescribed. In addition to and separate (may be in same package but in separate envelope) from the requested information, submitting organizations may provide supplementary materials further describing their capabilities and experience (under separate cover).

Selected short list proposers may be requested to submit additional information.

Seven copies plus 1 PDF copy are to be submitted to:

TOWN of LITTLE ELM
T. Lynn Tompkins, Jr., CIP Project Manager
Development Services Department
100 West Eldorado Parkway
Second Floor
Little Elm, Texas 75068

No later than: 2:00 PM on Tuesday, January 31, 2012

Immediately thereafter, the **TOWN of LITTLE ELM** will review the information.

Queries about the project should be addressed to:

TOWN of LITTLE ELM
T. Lynn Tompkins, Jr., CIP Project Manager
Development Services Department
100 West Eldorado Parkway
Second Floor
Little Elm, Texas 75068

CRITERIA FOR SELECTION:

The **TOWN of LITTLE ELM** may consider the following in determining to whom to award the contract for Construction Manager at Risk services.

a) The reputation of the vendor and of the vendor's goods or services;
b) The relevant experience of the vendor;
c) The quality of the vendor's services;
d) Past performance of the vendor;
e) The extent to which the services meet the **TOWN of LITTLE ELM'S** needs;
f) The vendor's past relationship with the **TOWN of LITTLE ELM**;
g) Vendors safety record;
h) Proposed personnel for the project;
i) Vendors methodology for the project;
j) The total long-term cost to the **TOWN of LITTLE ELM** to acquire the vendor's goods or services; and
k) Any other relevant factor that a private business entity would consider in selecting a vendor.

The following criteria will be considered in selecting the Construction Manager.

	Points Available
Experience with similar projects in a CM@Risk delivery method	20
Ability to manage several simultaneous projects for the same client	7
Financial stability	15
Qualifications of the project team and management team assigned to the project	15
Preconstruction services	8
Quality / responsiveness of warranty services	10
Professional integrity	5
Safety record	10
Subcontractor risk mitigation plan	5
Successful past working relationship with key project team members (owner's project manager, etc.)	5

The **TOWN of LITTLE ELM** may, at its sole discretion, consider additional criteria that it believes to be in the best interest of the **TOWN of LITTLE ELM**.

REQUEST FOR QUALIFICATIONS QUESTIONNAIRE:

Please provide the following information in the sequence and format prescribed by this questionnaire. Supplemental materials providing additional information (may be in same package but in separate envelope) may be included with the vendor's qualifications, but the information requested below is to be provided in this format.

1. FIRM INFORMATION

1.1 Name of firm
1.2 Address of Principal office
1.3 Phone
1.4 Fax
1.5 Form of Business Organization (Corporation, Partnership, Individual, etc.)
1.6 Year founded
1.7 Primary individual to contact

2. ORGANIZATION

2.1 How many years has your organization been in business in its current capacity?

2.2 How many years has your organization been in business under its present name? Under what other or former name(s) has your organization operated?

2.3 If your organization is a corporation, please provide date of incorporation, state of incorporation and list all officers of the corporation.

2.4 If your organization is a partnership, answer the following: date of organization, type of partnership (if applicable), and names of managing partner(s).

2.5 If your organization is individually owed, answer the following: date of organization, name of owner.

2.6 If the form of your organization is other than those listed above, describe it and name the principals.

3. LICENSING

3.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

3.2 List jurisdictions in which your organization's partnership or trade name is filed.

4. CLAIMS AND SUITS

4.1 Has your organization ever failed to complete any work awarded to it? If the answer is yes, please attach details.

4.2 Are there any judgments, claims, arbitration proceedings or suits filed or outstanding against your organization or its officers for the last five (5) years? If the answer is yes, please attach details.

4.3 Has your organization filed any lawsuits or requested arbitration with regards to construction contracts within the last five (5) years? If the answer is yes, please attach details.

4.4 Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If the answer is yes, please attach details.

4.5 Within the last five (5) years, has any officer or principal of your organization been convicted of a felony? If the answer is yes, please attach details.

5. FIRM EXPERIENCE

5.1 List the categories of work that your organization normally performs with its own forces. Would you propose to do any work with your own forces or to bid all work to subcontractors?

5.2 List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.

5.3 List all public facilities projects completed by your firm in the last eight (8) years. For each project, include the project name, owner, size of building (SF), cost, completion date, and selection method.

5.4 List all CM@Risk projects completed by your firm in the last eight (8) years. For each project, include the project name, owner, size of building (SF), cost, and completion date.

5.5 List recent examples (within the last five (5) years) of projects that included multiple, simultaneous projects for the same owner. Include contact names and phone numbers.

5.6 List at least ten (10) owner and six (6) architect references that the Town could contact as references regarding your organization's services. Ideally, some of the references should be for CM@Risk projects of comparable scope.

6. FINANCIAL INFORMATION

6.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

- Equity
- Working Capital
- Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
- Non-current assets (e.g., net fixed assets, other assets).
- Current liabilities (e.g., account payable, notes payable (current), accrued expenses, provisions for income taxes, advances, accrued salaries, and accrued payroll taxes).
- Non-curent liabilities (e.g., notes payable).
- Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus, and retained earnings).

6.2 Name and address of firm preparing attached financial statement and date thereof.

6.3 Is the attached financial statement for the identical organization named under item 1 above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent, subsidiary).

6.4 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

6.5 Provide name, address, and phone number for bank reference.

7. PROJECT TEAM

7.1 Considering the scope and schedule of the project(s), identify the specific Project Managers, Estimators, and Site Superintendents proposed to work on the project. Indicate the extent of their involvement in the project. (Full-time or part-time) over the entire duration of the design and construction phases. Provide resumes and references for each individual.

8. PRECONSTRUCTION SERVICES

8.1 Provide a description of how your organization will work with the **TOWN of LITTLE ELM**, Architect, and Consultants during the design and construction of the project(s).

8.2 Describe the preconstruction services you will provide for this project.

8.3 Describe your organization's methods for estimating costs, and for scheduling during the design / documents phases. Describe how your company will benefit this project using Construction Manager at Risk.

8.4 Attach a sample conceptual cost estimate prepared during the design phase of the project and a sample of the final cost estimate/breakdown used to fix the contract amount for the construction of the same project. (The identity of the project may be concealed. The intent is to see the nature and format of the cost information provided).

9. WARRANTY SERVICES

9.1 Describe your company's approach to warranty service.

9.2 Provide one or more examples of where your company has successfully helped an owner resolve a warranty issue.

10. SUBCONTRACTOR RISK MITIGATION

10.1 Describe your company's subcontractor risk mitigation plan for the project(s).

11. SAFETY

11.1 Provide your firms EMR for the last five years.

12. PAST WORKING RELATIONSHIPS WITH KEY PROJECT TEAM MEMBERS

12.1 Provide information relative to your firms past working relationships with key project team members (TOWN of LITTLE ELM Employees, Architect, etc.)

13. INSURANCE AND BOND INFORMATION

13.1 Certificates of Insurance for both Liability and Worker's Compensation showing the TOWN of LITTLE ELM as an additional insured party will be required upon submission of the GMP. Minimum coverage will be up to [amount.] Indicate your ability to comply with this requirement.

13.2 Performance and Payment Bonds for 100% of the construction cost will be required upon submission of the GMP. Indicate your ability to comply with this requirement.

14. REQUIRED FORMS

14.1 Complete and attach the following forms:

- Felony Conviction Notice
- Conflict of Interest Questionnaire
- AIA Form 305-Contractor Qualification Statement

Starling Richardson
CONSTRUCTION

:



Aldridge Elementary School
Plano I.S.D.



North Lake College—North Campus
Dallas County Community College District

PROPOSAL FOR:
Construction Manager at Risk
For Animal Shelter, Library
Remodel & Misc. Remodels
DO NOT OPEN UNTIL:
January 31, 2012 @2:00P.M.

Presented To:
Town of Little Elm
T. Lynn Tompkins
Jr., CIP Project Manager
Development Services Department
100 West Eldorado Parkway
Second Floor
Little Elm, TX 75068



Jackson Elementary School
Plano ISD



Mathews Elementary School
Plano ISD



V. Keith Sockwell Educator Development Center
Plano I.S.D.

1 Introductory Letter

2 Response to Questionnaire

3 AIA 305 & Required Forms

4 Bonding & Insurance Information

5 Financial Information

6 Current Projects

7 Completed Projects

8 CM @ Risk Narrative

9 Organization & Personnel

10 Safety Program

11 Quality Control Program

12 Estimating Narrative & Sample

13 Accounting Narrative & Sample

14 Scheduling Narrative & Sample

15 References & Letters

AVERY® READY INDEX® 600087

January 31, 2012

R. Lynn Tompkins, Jr.
CIP Project Manager
Development Services Department
100 West Eldorado Parkway
Little Elm, TX 75068

RE: AS #870-87-45 Animal Shelter, LR #870-87-41 Library Remodel, MR #870-87-46 Misc. Remodels

Dear Mr. Tompkins:

Thank you for the opportunity to submit a proposal for the above referenced projects. Starling Richardson has defined itself through integrity, a commitment to quality, and a team approach to project management. Starling Richardson was formed in January of 1993. Since then Starling Richardson has built a solid record of success in the construction of educational, religious, and public facilities.

The management and staff of Starling Richardson Construction have the experience and resources to meet your needs for this project. Jim Starling has more than thirty-nine years of construction experience. We have a core of professional and experienced field superintendents and project managers who are dedicated to completing projects timely and without any adversarial conditions.

Starling Richardson is dedicated to maintaining the highest level of excellence in everything we do. This is evident in our workmanship as well as the relationships we have built with the owners and architects with whom we work. An important aspect of our corporate philosophy is that Jim Starling, the owner of our firm, will be personally involved in each of our projects. To achieve this, we limit the volume of work we do each year. This allows the time required for our owner to attend project meetings and develop the necessary relationships with owners, consultants, and subcontractors.

We encourage you to contact the Owner representatives for some of our recent projects to discuss Starling Richardson's construction management ability and workmanship. Mr. Dusty Nugent (972-971-3513) is the Owner's Representative for Plano I.S.D. Mr. David Boswell (972-775-8296) is the Owner's Representative for Midlothian I.S.D. Ms. Brenda Spinelli (972-860-5140) is the Owner's Representative for DCCCD.

Sincerely,

James B. Starling
President

JBS:sk

Starling Richardson CONSTRUCTION

RESPONSE TO QUESTIONNAIRE FOR CONSTRUCTION MANAGER-AT-RISK

1. Firm Information:

1.1	**Name of firm:**	Starling Richardson Construction, Inc.
1.2	**Address of Principal Office:**	1201 Kas Drive, Suite D Richardson, Texas 75081
1.3	**Phone:**	(972) 238-8131
	Fax:	(972) 238-9171
	E-Mail:	**jim@starlingrichardson.com**
	Website	**www.starlingrichardson.com**
1.4	**Form of Business Organization:**	Corporation
1.5	**Year founded:**	1993
1.6	**Primary Individual to Contact:**	James B. Starling

2. Organization:

2.1 How many years has your organization been in business in construction in its current capacity?

We have been in business as Starling Richardson Construction, Inc. (SRC) for 19 years. Throughout that time we have performed as General Contractors and Construction Manager at Risk (CM@R). Our first CM@R project started in 1998 (See Tab 8). Since that time we have completed 27 projects in the DFW area as CM@R. Currently we are the CM@R on (2) projects (See Tab 6).

Our entire organization was formed as a successor company to KAS Construction Co. (KAS), a General Contractor with over thirty (30) years of experience of building educational facilities in the DFW area. Many of our original employees were former employees of KAS. Jim Starling was a minor stockholder in KAS. SRC was formed when the two major stockholders of KAS, H. C. Keeter, Jr. and C. A. Steinbring decided to retire.

2.2 How many years has your organization been in business under its present name? Under what other or former names has your organization operated?

We have been in business as Starling Richardson Construction, Inc. (SRC) for 19 years. We have never operated under another name.

2.3 If your organization is a corporation, answer the following:

Date of incorporation:	January 15, 1993
State of incorporation:	Texas
President's name:	James B. Starling
Vice-President's name:	Joyce Ann Starling
Secretary's Name:	Joyce Ann Starling
Treasurer's Name:	Joyce Ann Starling

2.4 If your organization is a partnership, answer the following:

Not Applicable

2.5 If your organization is individually owned, answer the following:

Not Applicable

2.6 If the form your organization is other than those listed above, describe it and name the principals:

Not Applicable

3. Licensing:

3.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

The State Of Texas (No License or Registration required).

3.2 List jurisdictions in which your organization's partnership or trade name is filed.

The State Of Texas.

4. Claims & Suits:

4.1 Has your organization ever failed to complete any work awarded to it?

No.

4.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No.

4.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

No.

4.4 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No.

4.5 Current Work:
List the major construction projects (particularly educational facilities) your organization has in progress, giving the name and location of project, owner, architect, contract amount, percent complete and scheduled completion date.

See Tab 7 – Completed Projects

5. Experience:

5.1 List the categories of work that your organization normally performs with its own forces. Would you propose to do any work with your own forces or to bid all work to subcontractors? How would you determine and demonstrate to the District that they receive the best value for work done by your own forces.

SRC would obtain competitive bids for all construction items on the project. Some of the items Starling Richardson Construction, Inc. can perform with its own forces include Concrete, Carpentry, Door and Hardware Installation, and installation of Miscellaneous Items. SRC would propose to do work with its own forces only where there is a cost / time benefit for the Owner when compared to the bids received from any other qualified subcontractor. This would be determined and demonstrated by providing the district with copies of the proposals.

5.2 List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform?

None.

5.3 List all public facilities projects completed by your firm in the last eight (8) years. For each project, include the project name, owner, size, of building (SF), cost, and completion date.

See Tab 7 – Completed Projects

5.4 List all CM @ Risk projects completed by your firm in the last eight (8) years. For each project include the project name, owner, size of building (SF), cost and completion date.

See Tab 8 – CM @ Risk Experience

5.5 List recent examples (within the last five (5) years) of projects that included multiple, simultaneous projects for the same owner. Include contact names and phone numbers.

In 2010-2011, we simultaneously completed two separate projects (with two different architects), totaling more than $21 million, for Plano ISD, Mendenhall ES and Jackson ES. In 2008-2009, we completed (2) projects totaling more than $19 million (under two separate CM @ Risk contracts) for Plano ISD (Aldridge ES and Sigler ES), on which the construction time for the projects overlapped by approximately 70% of the project time. In 2007-2008 we completed a single CM @ Risk contract for Midlothian ISD totaling $12 million for two projects (Frank Seale MS and Baxter ES). In 2005 we completed work on (3) projects for Dallas ISD which were done under on contract totaling more than $9.0 million. In 2002 we constructed (2) new 70,000 sf schools simultaneously under one contract for Cedar Hill ISD.

5.6 List at least ten (10) owner and six (6) architect references that the Town Of Little Elm could contact as references regarding your organization's services. Ideally, some of the references should be for CM @ Risk projects of comparable scope.

See Tab 15 – References

6. Financial Information:

6.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

- Current assets (e.g. cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and pre-paid expenses.)
- Noncurrent assets (e.g., net fixed assets, other assets).
- Current liabilities (e.g., accounts payable, notes payable (current), accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
- Noncurrent liabilities (e.g., notes payable).
- Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus and retained earnings).

Starling Richardson Construction, Inc. considers its' financial information to be confidential and has provided said information in a separate envelope labeled "Confidential Financial Information."

6.2 Name and address of firm preparing attached financial statement and date thereof:

Financial Statement as of December 31, 2010.
Financial Statement reviewed by: Perryman, Chaney and Associates
5485 Beltline Rd., Suite 120
Dallas, Texas 75254
Bob Perryman

6.3 Is the attached financial statement for the identical organization named under item 1 above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent and subsidiary).

Yes.

6.4 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Yes.

6.5 Provide name, address and phone number for bank reference.

American National Bank of Texas 972-675-9269
5430 State Hwy 78 ext. 5930
Sachse, Texas 75048 Contact: Anita Collins

7. Project Team:

7.1 Considering the scope and schedule of the project(s), identify the specific Project Managers, Estimators, and Site Superintendents proposed to work on the project. Indicate the extent of their involvement in the project, (full-time or part-time)

over the entire duration of the design and construction phases. Provide resumes and references for each individual.

See Tab 9 – Organization & Personnel – Please note that the specific Project Manager, Estimator and Superintendent we are proposing to use are very experienced in the construction of complex renovation projects. The estimator, Jim Starling, has more than thirty-nine years of estimating experience in the North Texas area. The Project Manager, Eric Stanaland, has managed (4) complete renovation projects (among many others) for Plano ISD during his tenure with our company. The Project Superintendent, Mike Smith has completed major renovation projects for both Midlothian ISD and for Plano ISD. Also, please note that all of these men are recently completed the Additions and Renovations at Jackson Elementary School for Plano ISD. The architect for this project is Tommy Osborne (214-473-2606) with SHW Architects. Please see the resumes (Tab 9) for additional information and references on each of these individuals.

8. Preconstruction Services:

8.1 Provide a description of how your organization will work with the TOWN OF LITTLE ELM, Architect, and Consultants during the design and construction of the project(s).

Starling Richardson recognizes the importance of working in a team relationship with the owner and architect throughout the entire course of each project. Our goal is to give each Owner we work with a completed project of the highest quality and value. Our role, as the Construction Manager-at-Risk, is to work with the Architect and Owner to build each project in compliance with the plans and specifications. Throughout our entire work history, we have never ended a project where we had an adversarial relationship with an owner or architect. Also, we would be available during design meetings between the owner and architect so that we might offer ideas regarding budget and constructability. Upon beginning construction, we would hold weekly progress meetings with the owner and architect.

An important aspect of our corporate philosophy is that Jim Starling, the owner of our firm, will be personally involved in each of our projects. To achieve this, we limit the volume of work we do each year. This allows the time required for Jim to attend project meetings and develop the necessary relationships with owners, consultants, and subcontractors which are necessary to complete the project successfully.

8.2 Describe the preconstruction services you will provide for this project.

During the Preconstruction Phase Starling Richardson would prepare (2) preliminary budgets for review with the Owner and architect. One budget will be based on Schematic Drawings or early Design Drawings. We would develop a line item spread sheet that was inclusive of all items being incorporated into the project. A cost would be developed for each

item based upon a square foot price or, if possible, a quantity survey. The second budget would be based on a more developed set of documents with a more defined criteria. This will help to refine the budget's accuracy. In both budgets we would identify items that may revised to reduce cost or to aid in construction methods and/or reduce construction time. We would offer suggestions for alternates to be considered and allowances to be incorporated.

8.3 Describe your organization's methods for estimating costs, and for scheduling during the design/documents phases. Describe how your company will benefit this project using Construction Manager at Risk.

Upon completion of the documents, Starling Richardson's experienced estimators would prepare a preliminary construction schedule and a detailed quantity survey of the plans and specifications. The following steps must take place in order to submit a cost estimate to the Owner: we coordinate with the Owner and Architect to ensure legal notice is given for bids and plans and are made available to local plan rooms and subcontractors/suppliers (we have a data base of over on thousand suppliers and subcontractors); and fax ITB notices to all subcontractors and suppliers on our bid list and accept as many sub and material prices as possible from qualified subcontractors and suppliers. We have used several different methods to accept subcontractor bids, depending on requirements of the owner. On the DCCCD projects at North Lake College and Eastfield College we prepared Bid Packages which defined a specific scope of work for each trade. The Bid Packages were then published and included with the Plans and Specifications to be distributed for bidding. We sent "invitations to bid" to subcontractors and suppliers and we sent plans to numerous area plan rooms. We received all bids and copies of the bids were made and given to the Owner. We then verified the scope of the quotes, verified inclusions and exclusions, and determined the best value for the owner. The Bid Package numbers were then entered into the Cost Estimate to determine the GMP. If the low bidder was not used in the GMP, a valid explanation as the reason they were disqualified would be provided in writing. All subcontractors are subject to the approval of the owner, and the owner could, at their discretion, overrule any disqualification of a subcontractor.

A *specific recommendation for the bidding process would be to accept bids at 4:00 P.M. Over the years, 2:00 P.M. has become a norm, but we have found in our experience that it helps to increase sub-bid participation by delaying the Bid Time to later in the day.*

A final Construction Schedule will be developed after receiving input and recommendation from the selected subcontractors who are now part of the team. Starling Richardson will develop the construction schedule in the format of a detailed bar chart (Gnatt Chart) and/or CPM schedule (using

Microsoft Projects) for the subcontractors and suppliers compliance. This will be updated every four weeks to ensure the project stays on schedule. (See Tab 14 – Scheduling, for additional information.)

8.4 Attach a sample conceptual cost estimate prepared during the design phase of a project, and a sample of the final cost estimate/breakdown used to fix the contract amount for the construction of the same project. (The identity of the project may be concealed. The intent is to see the nature and format of the cost information provided).

Pre-construction Cost Estimate .....(Tab 13)
Final Cost Estimate.....(Tab 13)

9. Warranty Services:

9.1 Describe your company's approach to warranty service.

Warranty responsibility is an important aspect of our business. Although we strive for perfection, no one has ever built a perfect project. We will makemistakes, but they will not be mistakes of the heart, and we will rectify those issues. When there is a warranty issue, we request that the owner notify us first and as soon as the issue is noted. We then will investigate the issue, contact the subcontractor responsible for repairs, arrange with the users of the facility to have access, and follow-up to ensure that the issue is resolved.

9.1.1 Provide one or more examples of where your company has successfully helped an owner resolve a warranty issue.

In early 2008, we constructed a Children's Building for the First Baptist Church in Rockwall which had a portion of the lower floor that was below grade. A leak developed in the concrete wall that appeared only after at. Over the past year and a half we spent weeks at a time searching for the source of the leak. We would think it was remedied then months later it would start again.

Finally, this past summer, we found where a subcontractor had drilled a hole through the wall, but had not told anyone and had not properly sealed the hole. Even though this was past our 1-year warranty, we continued to be diligent in resolving the problem. The church representative we worked with on this and other warranty issues was Jeff Katzmann at 214-850-0888.

This is one example, but we have a good reputation with all of our owners as a responsive contractor, and would like for you to speak to our references regarding our handling of warranty items.

10. Subcontractor Risk Mitigation

10.1 Describe your company's subcontractor risk mitigation plan for the project(s).

The most certain method to alleviate subcontractor risk is to require a 100% Performance and Payment Bond; but this also is the most expensive method for the owner. Typically, we do not require our subcontractors to privide a Performance and Payment Bond as it contributes to excessive job expense. There is an exception which I will discuss further below. We do check references on all subs we are considering for the project. Prior to awarding a subcontract, we review all of our findings with the owner and allow the owner to provide any relevant input to this process. After awarding a subcontract we require a detailed "break-down" of teir pricing along with a list of their 3rd party subcontractors and suppliers, including amounts of all 3rd party subcontracts and purchase orders. Upon begining work on the project, we will analyze their monthly billings to ensure that they are not billing for work not yet completed. We will also review their invoices to see what suppliers they may owe particularly large sums, and in some cases we would write joint checks for those items. We consistantly check with third party suppliers to make sure that the subcontractors are acting responsibly for their financial obligations.

With regard to the exception of bonding subs, if we have a subcontractor bidding the project at a very low price, we will review his scope prior to award to make certain he is bidding the project as required. Should that contractor insist his scope is complete, but we still are concerned that he may have an error in his bid, we might then require that he provide a payment and performance bond for the project. As an example, when we built the Additions and Renovations at Matthews ES for Plano ISD, we had a mechanical contractor with whom we were not familiar who was more than $150,000.00 below the next bidder. We felt certain he had an error, but we could not convince him of that. As low bidder, he insisted on being awarded the project at his price. We asked about bonding capability and cost, and he was able to provide a 100% P&P Bond for about $35,000.00. The owner was able to save more than $115,000.00 by paying the added cost of the bond and using the low bidder's price on the project.

11. Safety:

11.1 Provide information pertaining to your firm's accident frequency rate and modifier for the last five years. Include a copy of your firm's safety program.

See Tab 10 – Safety
A copy of our Safety Manual is included on the attached CD.

12. Past Working Relationships with Key Project Team Members:

12.1 Provide information relative to your firms past working relationships with Key project team members (TOWN OF LITTLE ELM Employees,

Architect,Etc

The only past working relationship we have had with any team member would be with Hidell Architects. In 2005-2006, we built Frank Guzik ES (Dallas ISD), and Hidell was the architect on that project. I felt we had a good working relationship and a mutual respect for our respective firms.

13. Insurance And Bond Information:

13.1 Certificates of Insurance for both Liability and Worker's Compensation showing the TOWN OF LITTLE ELM as an additional insured party will be required upon submission of the GMP. Minimum coverage will be up to [amount]. Indicate your ability to comply with this requirement.

See Tab 4 – Bonding & Insurance Information

13. 2 Performance and Payment Bonds for 100% of the construction cost will be Required upon submission of the GMP. Indicate your ability to comply with this requirement.

See Tab 4 – Bonding & Insurance Information

14. Required Forms:

14.1 Complete and attach the following forms:

1. **Felony Conviction Notice**
2. **Conflict of Interest Questionnaire**
3. **AIA Form 305-Contractor for Qualification Statement**

See Tab 3 – AIA 305 & Required Forms

AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO The Town of Little Elm, Texas

ADDRESS: 100 West Eldorado Parkway, Little Elm, Texas 75068

SUBMITTED BY: James B. Starling, President

NAME: Starling Richardson Construction, Inc.

ADDRESS: 1201 Kas Dr., Suite D, Richardson, Texas 75081

PRINCIPAL OFFICE: 1201 Kas Dr., Suite D, Richardson, Texas 75081

[X] Corporation
[ ] Partnership
[ ] Individual
[ ] Joint Venture
[ ] Other

NAME OF PROJECT *(if applicable)*: AS #870-87-45 Animal Shelter, LR #870-87-41 Library Remodel, MR #870-87-46 Miscellaneous Remodels

TYPE OF WORK (file separate form for each Classification of Work):

[X] General Construction
[ ] HVAC
[ ] Electrical
[ ] Plumbing
[ ] Other (please specify)

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 19

§ 1.2 How many years has your organization been in business under its present business name? 19

§ 1.2.1 Under what other or former names has your organization operated?

None

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: January 15, 1993

§ 1.3.2 State of incorporation: Texas

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

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User Notes:
(1649553743)

§ 1.3.3 President's name: James B. Starling
§ 1.3.4 Vice-president's name(s) Joyce Starling

§ 1.3.5 Secretary's name: Joyce Starling
§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:
§ 1.4.1 Date of organization:
§ 1.4.2 Type of partnership (if applicable):
§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:
§ 1.5.1 Date of organization:
§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Work has been confined to the State of Texas.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

Texas

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Concrete; carpentry; miscellaneous steel; and installation of miscellaneous items.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)
§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

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§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

See Tab 6 – Current Projects

§ 3.4.1 State total worth of work in progress and under contract:

See Tab 6 – Current Projects

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See Tab 7 – Completed Projects

§ 3.5.1 State average annual amount of construction work performed during the past five years:

Nineteen Million, Five Hundred, Eight Thousand Dollars per year.

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See Tab 9

§ 4. REFERENCES

§ 4.1 Trade References:

See Tab 15 – References with Letters of Recommendation

§ 4.2 Bank References:

American National Bank
Anita Collins, Branch Manager, 972-675-9629
5430 State Hwy. 78
Sachse, Texas 75048

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

The Travelers Casualty & Surety
Scott M. Guyette, 214-570-6255
1301 E. Collins Blvd., Suite 340
Richardson, Texas 75081

§ 4.3.2 Name and address of agent:

Baldwin Insurance and Bonding Agency, Inc.
William D. Baldwin, 972-644-2688
5930 Preston View Blvd., #200
Dallas, Texas 75240

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

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Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

Reviewed by Perrymen, Chaney & Associates, L.L.P., 972-702-8200
6330 LBJ Freeway, Suite 234
Dallas, Texas 75240
Balance Sheet as of December 31, 2010

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Yes

§ 6. SIGNATURE

§ 6.1 Dated at this 31st day of January, 2012

Name of Organization: Starling Richardson Construction, Inc.

By: James B. Starling

Title: President

§ 6.2

M James B. Starling being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 31st day of January 2012

Notary Public Kimberly Scott

My Commission Expires: March 2, 2013

KIMBERLY SCOTT
Notary Public, State of Texas
My Comm. Expires Mar 2, 2013

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User Notes:
(1649553743)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, James B. Starling, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:10:13 on 01/20/2012 under Order No. 0752319909_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ – 1986, Contractor's Qualification Statement, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

James B. Starling

(Signed) James B. Starling

President

(Title)

01/31/2012

(Dated)

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FORM B

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction." The district must compensate the person or business entity for services performed before the termination of the contract.

This notice is not required of a publicly-held corporation.
Please complete the information below:

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: Starling Richardson Construction, Inc.

Authorized Company Official's Name (please print or type):

Starling Richardson Construction, Inc.

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable:

Signature of Company Official:_____ Date:_____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: James B. Starling Date: 1/31/2012

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s):_____

Details of Conviction(s):_____

_____

Signature of Company Official:_____ **Date:**_____
(Name should be the same as on the affidavit-Form A)

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Texas Education Agency Amendment to 19 TAC 153.1101 and new rule 19 TAC 153.117 regarding criminal history checks of contractor employees. These changes provide the school district with rules interpreting Texas Education Code §22.0834. The rules define continuing contract duties, direct contact with students and other relevant terms within the statute.

Except as otherwise provided herein, Contractor will certify in writing, before work begins, and at least annually, obtain a criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Contractor or a Subcontractor, if the person has or will have continuing duties related to the Project, and the duties are or will be performed on Owner's property where students are regularly present or at another location where students are regularly present. Contractor shall assume all expenses associated with the background checks, but shall be entitled to reimbursement for such expenses from Owner, and shall immediately remove any employee or agent who was convicted of, received probation for, or received deferred adjudication for any felony as outlined in Paragraph 3.4.6.1 or any misdemeanor involving moral turpitude, from Owner's property or other location where students are regularly present. Owner shall determine what constitutes "moral turpitude" or "a location where students are regularly present."

Contractor or sub-contractors may not work on District property where students are present when they have been convicted, received probation or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;
2. Any sex offense;
3. Any crimes against persons involving:
   a. Controlled substances; or
   b. Property; or
4. Any other offense the District believes might compromise the safety of students, Staff or property.

For some jobs where a written plan is approved in writing by District personnel that ensures there is no direct contact with students, construction contractor may be permitted to do the following, but not limited to: require physical barriers, require designated parking for workers, require detailed campus accessibility restrictions and/or require double construction fences on occupied campuses. These requirements, if approved in the written plan, may allow contractor to not perform initial criminal history checks. However, in such event, upon substantial completion of the Project, ALL employees on the Project are required to have criminal history checks regardless of whether or not they have continuing duties, or whether students are regularly present. All vendor/contractor personnel with successful criminal history checks will be badged appropriately.

FORM E

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

NONE

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 James B. Staley — Signature of person doing business with the governmental entity

1/30/2012 — Date

Adopted 06/29/2007

January 31, 2012

Town of Little Elm
T. Lynn Tompkins, Jr., CIP Project Manager
Development Services Department
100 West Eldorado Parkway
Second Floor
Little Elm, Texas 75068

Re: Starling Richardson Construction, Inc.
Town of Little Elm Construction Manager at Risk for: AS #870-87-45 Animal Shelter, LR #870-87-41 Library Remodel, MR #870-87-46 Miscellaneous Remodels

Dear Mr. Tompkins:

We have provided bonding for Starling Richardson Construction, Inc., for many years. They have an excellent reputation for quality work, meeting the needs of the owner for on time completion and budgetary requirements. We highly recommend Starling Richardson for the above referenced project.

Construction bonding is with Travelers Casualty and Surety Company of America, an A rated and treasury listed company. We have reviewed the bonding program as outlined in the proposal, and it is well within the bonding capacity of Starling Richardson Construction, Inc.

Please feel free to call me should you have any questions about our fine client, Starling Richardson Construction, Inc. We welcome direct inquiries from you regarding Starling Richardson Construction, Inc. at 972-331-3701, my direct number.

Sincerely yours,



William D. Baldwin
President

P 972.644.2688 5930 PRESTON VIEW BLVD. STE. 200 DALLAS, TX 75240 F 972.644.8035
BALDWINCOXAGENCY.COM

Baldwin Insurance & Bonding Agency, Inc. dba Baldwin Cox Agency will be able to secure the required insurance, issued by a company(ies) authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue such insurance and in such limits as required by the written contract.

Very truly yours,

William D Baldwin, President

WDB/sl

CC: Starling Richardson Construction Company, Inc.
1201 Kas Dr. Suite D
Richardson, TX 75081

OP ID: SL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/07/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BALDWIN-COX AGENCY Insurance & Construction Bonds 5930 Preston View Blvd Ste 200 Dallas, TX 75240 William Baldwin 972-644-2688 972-644-8035	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: STARL-1
INSURED Starling Richardson Const Inc. 1201 Kas Drive Ste D Richardson, TX 75081	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Travelers Lloyds Ins Co. — 41262 INSURER B: Travelers Property Casualty — 25674 INSURER C: Travelers Indemnity Company — 25682 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Additional Ins'd [X] WaiverSubrogation GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	X	X	CO 0168L090	01/01/11	01/01/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [X] Additional Ins'd	X	X	BA9079C153	01/01/11	01/01/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [X] RETENTION $ 10000	X	X	BINDER	01/01/11	01/01/12	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB9078C040 WAIVER SUBROGATION	01/01/11	01/01/12	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Builders Risk			QT-660-499X2699	03/01/11	03/01/12	Per Job Ded	10,000,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE:
Certificate holder is additional insured with a waiver of subrogation in favor of the same as required by the written contract.

CERTIFICATE HOLDER

FBCCO-1

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William A. Baldwin

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Starling Richardson Construction, Inc., considers its financial information to be confidential and has provided such information in a separate envelope labeled "Confidential Financial Information". We have attached the 2010 Accountant's Review Reports as prepared by Bob Perryman of Perry Chaney Russell, LLP, Certified Public Accountants.

References are as follows:

Bank:	American National Bank of Sachse 5430 State Hwy. 78 Sachse, Texas 75048 Anita Collins, Branch Manager (972) 675-9629
Bonding Co.:	The Travelers Casualty & Surety 1301 E. Collins Blvd., Suite 340 Richardson, Texas 75081 Scott M. Guyette (214) 570-6255
Bonding Agent:	Baldwin Cox Agency 5930 Preston View Blvd., Suite 200 Dallas, Texas 75240 Bill Baldwin (972) 644-2688
Auditors:	Perryman Chaney Russell, LLP Certified Public Accountants 5485 Beltline Rd., Suite 120 Dallas, Texas 75254 Bob Perryman (972) 702-8200

Starling Richardson CONSTRUCTION

Current Projects:



Project:	Mendenhall Employee Childcare Center Plano, Texas
Owner:	Plano Independent School District, Plano, Texas
Architect:	VLK Architects, Arlington, Texas
Start Date:	July, 2011
Budget:	$1,526,432.00
Contract Type:	CM at Risk
Description:	SRC is constructing a 3,000 SF addition with a 6,400 SF renovation of the existing building.
Percent Complete:	78%
Completion Date:	December, 2011
Superintendent:	Jim Bagby
Project Mgr.:	Eric Stanaland

No Picture Available

Project:	Daugherty Elementary School Replacement Garland, Texas
Owner:	Garland Independent School District
Architect:	Corgan & Associates
Budget:	$13,050,000.00
Contract Type:	CM at Risk
Description:	A new 90,000 SF replacement school
Start Date:	July, 2012
Completion Date:	June, 2013

Note: Project is in Preconstruction Phase

1201 Kas Drive, Suite D ● Richardson, Texas 75081 ● (972) 238-8131 telephone ● (972) 238-9171 fax
www.starlingrichardson.com

Educational Facility Experience:



Project:	Jackson Elementary School Additions and Renovations Plano, Texas
Owner:	Plano Independent School District, Plano, Texas
Architect:	SHW Architects, Plano, Texas
Completion:	August, 2011
Contract Amount:	$7,903,252.00
Contract Type:	CM at Risk
Description:	SRC is constructing a 20,000 SF classroom addition with a 67,000 SF complete renovation of the existing building.



Project:	New Mendenhall Elementary School Plano, Texas
Owner:	Plano Independent School District, Plano, Texas
Architect:	VLK Architects, Arlington, Texas
Completion:	August, 2011
Budget:	$11,449,434.00
Contract Type:	CM at Risk
Description:	SRC is constructing a new 65,500 SF elementary school with the demolition of the existing facility.



Project:	Bird Center Paving Replacement Plano, Texas
Owner:	Plano Independent School District, Plano, Texas
Architect:	VLK Architects, Arlington, Texas
Completion:	August, 2011
Budget:	$534,752.00
Contract Type:	CM at Risk
Description:	SRC is replacing an existing 85,000 SF asphalt parking lot with new concrete paving

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Educational Facility Experience Continued:



Project:	Eastfield College – Industrial Technology Expansion Mesquite, Texas
Owner:	Dallas County Community College District, Dallas, Texas
Architect:	Johnson/McKibben Architects, Dallas, Texas
Completion:	May, 2010
Contract Amt:	$7,073,517.00
Contract Type:	CM at Risk
Description:	New 34,000 SF additions and renovations of the existing facilities including welding, automotive, and HVAC lecture and lab spaces.
Superintendent:	Andy Munoz
Project Mgr.:	Eric Stanaland/Kyle Reist



Project:	Sigler Elementary School Additions and Renovations Plano, Texas
Owner:	Plano Independent School District, Plano, Texas
Architect:	WRA Architects, Dallas, Texas
Completion:	August, 2009
Contract Amt:	$11,800,000.00
Contract Type:	CM at Risk
Description:	SRC constructed a new 65,500 SF addition and 6,400 SF renovation with the demolition of the remaining 59,500 SF existing building



Project:	Aldridge Elementary School Additions and Renovations Richardson, Texas
Owner:	Plano Independent School District, Plano, Texas
Architect:	SHW Group, Plano, Texas
Completion:	March 2009
Contract Amt:	$9,264,071.00
Contract Type:	CM at Risk
Description:	SRC constructed a 5,000 SF classroom and restroom addition with a 68,000 SF complete renovation of the existing building.

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Educational Facility Experience Continued:



Project: Frank Seale Middle School Additions and Renovations
Midlothian, Texas
Owner: Midlothian I.S.D., Midlothian, Texas
Architect: VLK Architects, Arlington, Texas
Completion: August 2008
Contract Amt: $8,400,000.00
Contract Type: CM at Risk
Description: SRC constructed classroom, gymnasium, and choir additions as well as a renovation of the existing facilities.



Project: North Lake College – North Campus
Coppell, Texas
Owner: Dallas County Community College District, Dallas, Texas
Architect: Jacobs Facilities, Inc., Dallas, Texas
Completion: August 2008
Contract Amt: $7,602,700.00
Contract Type: CM at Risk
Description: SRC constructed a 37,000 SF educational facility on a new satellite campus.



Project: Mathews Elementary School Additions and Renovations
Plano, Texas
Owner: Plano I.S.D., Plano, Texas
Architect: Jacobs Facilities, Inc., Dallas, Texas
Completion: March 2008
Contract Amt: $8,509,000.00
Contract Type: CM at Risk
Description SRC constructed additions to the classrooms, kitchen, cafeteria, and administrative offices totaling approx. 23,000 SF and an extensive renovation of the 52,000 SF existing school building.



Project: Baxter Elementary School Additions and Renovations
Midlothian, Texas
Owner: Midlothian I.S.D., Midlothian, Texas
Architect: VLK Architects, Arlington, Texas
Completion: August 2007
Contract Amt: $3,240,075.00
Contract Type: CM at Risk
Description: SRC constructed two classroom additions totaling 12,000 SF and a 62,000 SF renovation to the existing facility.

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Educational Facility Experience Continued:



Project: Shepton High School Additions and Renovations
5505 Plano Pkwy, Plano, Texas
Owner: Plano I.S.D., Plano, Texas
Architect: Jacobs Facilities, Inc., Dallas, Texas
Completion: February 2007
Contract Amt: $9,194,422.00
Contract Type: CM at Risk
Description: SRC constructed a 28,000 SF two story science lab and a 6,500 SF band hall/team room addition as well as an 185,000 SF renovation.



Project: Bid Package No. 70, Frank Guzick Elem. School
5000 Berridge, Dallas, Texas
Owner: Dallas I.S.D., Dallas, Texas
Architect: Hidell and Associates Architects, Carrollton, TX
Completion: August 2006
Contract Amt: $9,922,232.00
Contract Type: Stipulated Sum
Description: SRC constructed a new 90,000 SF elementary school for Dallas ISD.



Project: Bid Package No. 41, consisting of:
James Fannin Elem. School
Maple Lawn Elem. School
Ben Milam Elem. School
Owner: Dallas I.S.D., Dallas, Texas
Architect: Shiver Associates Architects, Dallas, Texas
Completion: January 2006
Contract Amt: $9,249,112.00
Contract Type: Stipulated Sum
Description: SRC constructed a 23,000 SF classroom addition to Maple Lawn Elementary School as well as a 68,000 SF renovation, a 66,000 SF renovation to James Fannin, and a 44,000 SF renovation to Ben Milam Elementary.



Project: Wells Elementary School Additions and Renovations
3427 Mission Ridge, Plano, Texas
Owner: Plano I.S.D., Plano, Texas
Architect: Corgan Associates Architects, Dallas, Texas
Completed: October 2004
Contract Amt: $6,257,588.00
Contract Type: Stipulated Sum
Description SRC constructed a 11,900 SF classroom addition and completed an extensive 53,500 SF renovation. The renovation work was completed in stages while class was in session.

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Educational Facility Experience Continued:



Project:	J. A. Hargrave Elementary School 9200 Poynter, Fort Worth, Texas
Owner:	Crowley I.S.D., Crowley, Texas
Architect:	VLK Architects, Arlington, Texas
Completed:	August 2004
Contract Amt:	$7,154,300.00
Contract Type:	Stipulated Sum
Description	SRC constructed a new elementary school with 68,000 SF including classrooms, gymnasium, library, kitchen, and cafeteria areas.



Project:	Lake Ridge Elementary School 1020 Lake Ridge Parkway, Cedar Hill, Texas
Owner:	Cedar Hill I.S.D., Cedar Hill, Texas
Architect:	BMA Architects, Duncanville, Texas
Completed:	August 2002
Contract Amt:	$5,968,100.00
Contract Type:	Stipulated Sum
Description	SRC constructed a new elementary school with 68,000 SF including classrooms, gymnasium, library, kitchen, and cafeteria areas.



Project:	Joe Wilson Intermediate School 975 Pickard Drive, Cedar Hill, Texas
Owner:	Cedar Hill I.S.D., Cedar Hill, Texas
Architect:	BMA Architects, Duncanville, Texas
Completed:	August 2002
Contract Amt:	$5,779,300.00
Contract Type:	Stipulated Sum
Description	SRC constructed a new intermediate school with 73,000 SF including classrooms, gymnasium, library, kitchen, and cafeteria areas.



Project:	V. Keith Sockwell Educator Development Center 6301 Chapel Hill Blvd., Plano, Texas
Owner:	Plano I.S.D., Plano, Texas
Architect:	PBK Architects, Irving, Texas
Completed:	May 2001
Contract Amt:	$3,284,800.00
Contract Type:	Stipulated Sum
Description:	SRC constructed 25,500 SF of new construction that included classrooms and large group assembly areas to be utilized as a continuing education facility.

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Educational Facility Experience Continued:



Project:	Shepard Elementary School, Stage 1 & 2, Plano, Texas
Owner:	Plano I.S.D., Plano, Texas
Architect:	VLK Architects, Arlington, Texas
Completed:	February 2000 (Stage 1) August 2000 (Stage 2)
Contract Amt:	$5,863,452.00
Contract Type:	CM at Risk
Description	SRC constructed a 14,000 SF classroom addition (Stage 1); and constructed a 3,000 SF addition and completed an extensive 52,000 SF renovation (Stage 2). The renovation work was completed in stages while class was in session.



Project:	Follett College Bookstore @ UTA 400 S. Pecan, Arlington, Texas
Owner:	Follett Higher Education Group, Oakbrook, IL
Architect:	VLK Architects, Arlington, Texas
Completed:	January 2000
Contract Amt:	$2,625,412.00
Contract Type:	CM at Risk
Description:	SRC constructed a 28,000 SF College Bookstore with a café.



Project:	Gymnasium Addition and New Band Hall, 10705 S. Highway 34, Scurry, Texas
Owner:	Scurry-Rosser I.S.D., Scurry, Texas
Architect:	WRA Architects, Dallas, Texas
Completed:	July 1999
Contract Amt:	$1,580,000
Contract Type:	CM at Risk
Description	SRC constructed a 26,000 SF gymnasium addition and a new band hall



Project:	W. O. Gray Elementary School, 3500 Pioneer Rd., Balch Springs, Texas
Owner:	Mesquite I.S.D., Mesquite, Texas
Architect:	WRA Architects, Dallas, Texas
Completed:	August 1999
Contract Amt:	$6,783,800.00
Contract Type:	Stipulated Sum
Description	SRC constructed a new elementary school with 66,000 SF including classrooms, gymnasium, library, kitchen, and cafeteria areas.

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Educational Facility Experience Continued:



Project:	Christie Elementary School, 3801 Ranier, Plano, Texas
Owner:	Plano I.S.D., Plano, Texas
Architect:	VLK Architects, Arlington, Texas
Completed:	September 1998
Contract Amt:	$5,247,500.00
Contract Type:	Stipulated Sum
Description	SRC constructed a 20,000 SF classroom addition and completed an extensive 58,000 SF renovation. The renovation work was completed in stages while class was in session.



Project:	Anderson Elementary School, 305 N. Alder, Allen, Texas
Owner:	Allen I.S.D., Allen, Texas
Architect:	STB Architects, Dallas, Texas
Completed:	August 1997
Contract Amt:	$6,374,000.00
Contract Type:	Stipulated Sum
Description	SRC constructed a new elementary school with 93,000 SF including classrooms, gymnasium, library, kitchen, and cafeteria areas.

No Picture Available

Project:	The Professional Development Center, 2600 Motley, Mesquite, Texas
Owner:	Mesquite I.S.D., Mesquite, Texas
Architect:	STB Architects, Dallas, Texas
Completed:	August 1995
Contract Amt:	$725,100.00
Contract Type:	Stipulated Sum
Description	SRC completed a 17,000 SF renovation that included classrooms and large group assembly areas to be utilized as a continuing education facility.

No Picture Available

Project:	Wilkinson Northwest Campus, 2704 Motley, Mesquite, Texas
Owner:	Mesquite I.S.D., Mesquite, Texas
Architect:	WRA Architects, Dallas, Texas
Completed:	August 1995
Contract Amt:	$568,700.00
Contract Type:	Stipulated Sum
Description	SRC completed a 5,400 SF education facility renovation.

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Educational Facility Experience Continued:

No Picture Available

Project:	Rowlett High School Structural Package, 4700 Kirby Road, Rowlett, Texas
Owner:	Garland I.S.D., Mesquite, Texas
Architect:	WRA Architects, Dallas, Texas
Completed:	May 1995
Contract Amt:	$2,498,000.00
Contract Type:	Stipulated Sum
Description	SRC completed the structural concrete package, including floor slab and piers, for the 310,000 SF Rowlett High School.

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Religious Facility Experience:



Project:	Youth Facility
Owner:	First Baptist Church Rockwall 710 S. Goliad. Rockwall, TX 75087
Architect:	BMA Architects, Duncanville, Texas
Completion:	June 2011
Budget:	$1,529,000.00
Contract Type:	CM at Risk
Description:	SRC constructed a new 12,200 SF rigid frame, 1-story structure with masonry veneer.



Project:	Patty and Bo Pilgrim Chapel Dallas, Texas
Owner:	Dallas Baptist University, Dallas, Texas
Architect:	BMA Architects, Duncanville, Texas
Completion:	September 2009
Contract Amt:	$21,300,000.00
Contract Type:	CM at Risk / CM Agent
Description:	SRC constructed a new 78,000 SF chapel for DBU.



Project:	Canyon Creek Baptist Church, Youth Center Richardson, Texas
Owner:	Canyon Creek Baptist Church Richardson, Texas
Architect:	STB Architects, Inc., Dallas, Texas
Completion:	June 2009
Contract Amt:	$2,287,807.00
Contract Type:	CM at Risk
Description:	SRC constructed a new 15,300 SF Youth Center addition

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Religious Facility Experience Continued:



Project:	Children's Building Rockwall, Texas
Owner:	First Baptist Church Rockwall, Rockwall Texas
Architect:	BMA Architects, Duncanville, Texas
Completed:	January, 2008
Contract Amt:	$4,343,777.00
Contract Type:	CM at Risk
Description:	SRC constructed a new three story classroom addition.



Project:	Overcoming Faith Christian Center, Phase 1 6900 SH 287 South, Arlington, Texas
Owner:	Overcoming Faith Christian Center Arlington, TX
Architect:	HH Architects, Dallas, Texas
Completed:	March, 2006
Contract Amt:	$9,134,433.00
Contract Type:	Stipulated Sum
Description	SRC constructed Phase 1 of a worship complex, which consisted of a 73,000 SF classroom, office, and gymnasium wing.



Project:	New Worship Center Addition 590 S. Denton Tap Road, Coppell, Texas
Owner:	First Baptist Church, Coppell, Texas
Architect:	HH Architects, Dallas, Texas
Completed:	October, 2004
Contract Amt:	$4,297,845.00
Contract Type:	Cost Plus with a Guaranteed Maximum Price
Description	SRC constructed a 30,800 SF Worship Center and Classroom Addition on an existing site.



Project:	First United Methodist Church 1520 Blackburn Road, Sachse, Texas
Owner:	First United Methodist Church, Sachse, Texas
Architect:	Design Associates International, Dallas, Texas
Completed:	November, 2003
Contract Amt:	$1,051,231.00
Contract Type:	CM at Risk
Description	SRC constructed a 10,000 SF Family Life Center on an existing site.

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Religious Facility Experience Continued:



Project:	First United Methodist Church 1200 E. Yellow Jacket Road, Rockwall, Texas
Owner:	First United Methodist Church, Rockwall, Texas
Architect:	F & S Partners, Inc., Dallas, Texas
Completed:	May, 2003
Contract Amt:	$4,688,702.00
Contract Type:	CM at Risk
Description	SRC constructed a 36,200 SF Sanctuary and Education Facility on a new site.



Project:	Greater Cornerstone Baptist Church 8350 Forest Lane, Dallas, Texas
Owner:	Greater Cornerstone Baptist Church, Dallas
Architect:	Church Architects, Inc., Grand Prairie, Texas
Completed:	September 2002
Contract Amt:	$2,161,926.00
Contract Type:	Stipulated Sum
Description	SRC constructed a new 13,500 SF Sanctuary and Office Addition.



Project:	Canyon Creek Baptist Church, 2800 Custer Pkwy., Richardson, Texas
Owner:	Canyon Creek Baptist Church, Richardson, TX
Architect:	STB Architects, Dallas, Texas
Completed:	June 2002
Contract Amt:	$7,914,674.00
Contract Type:	CM at Risk
Description	SRC completed a new 60,000 SF Sanctuary and Classroom addition.



Project:	Meadows Baptist Church, 3001 Los Rios, Plano, Texas
Owner:	Meadows Baptist Church, Plano, Texas
Architect:	F & S Partners, Inc., Dallas, Texas
Completed:	June 2002
Contract Amt:	$3,608,956.00
Contract Type:	CM at Risk
Description	SRC constructed a new 30,000 SF facility that included Sanctuary and Classroom space.

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Religious Facility Experience Continued:



Project: First Baptist Church,
1251 W. Valley Ridge Parkway
Lewisville, Texas
Owner: First Baptist Church, Lewisville, Texas
Architect: FDS International, Dallas, Texas
Completed: February 2001
Contract Amt: $7,585,286.00
Contract Type: Cost plus with a Guaranteed Maximum
Description SRC constructed a new 68,000 SF Worship Center.



Project: Family Ministries Building
1330 E. Centerville Road, Garland, Texas
Owner: South Garland Baptist Church, Garland, TX
Architect: Hildinger Associates, Dallas, Texas
Completed: June 2000
Contract Amt: $1,844,428.00
Contract Type: CM at Risk
Description: SRC constructed an 18,200 SF two-story building with classroom, food service and large group facilities.



Project: Grandview Baptist Church,
1401 U.S. Highway 67, Mesquite, Texas
Owner: Grandview Baptist Church, Mesquite, Texas
Architect: F & S Partners, Inc., Dallas, Texas
Completed: April 2000
Contract Amt: $1,535,976.00
Contract Type: Stipulated Sum
Description SRC constructed a new 10,000 SF facility that included Sanctuary and Classroom space.



Project: Parkway Hills Baptist Church
Second Floor Finish-out
2700 Dallas Parkway, Plano, Texas
Owner: Parkway Hills Baptist Church, Plano
Architect:
Completed: August 1998
Contract Amt: $235,927.00
Contract Type: Stipulated Sum
Description SRC finished-out the second floor of the education facility constructed in 1997.

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Religious Facility Experience Continued:



Project: Parkway Hills Baptist Church
2700 Dallas Parkway, Plano, Texas
Owner: Parkway Hills Baptist Church, Plano
Architect: Hatfield Crookless, Dallas, Texas
Completed: February 1997
Contract Amt: $1,715,730.00
Contract Type: Stipulated Sum
Description SRC constructed a new 28,000 SF Sanctuary and Education Facility.

No Picture Available

Project: Education Addition - St. Joseph Catholic
600 S. Jupiter Road, Richardson, Texas
Owner: St. Joseph Catholic Church, Richardson
Architect: Landry & Landry, Dallas, Texas
Completed: November 1996
Contract Amt: $742,125.00
Contract Type: Stipulated Sum
Description: SRC constructed a 6,400 SF Education Addition.



Project: First Baptist Church,
1251 W. Valley Ridge Parkway,
Lewisville, Texas
Owner: First Baptist Church, Lewisville, Texas
Architect: Wigginton, Fawcett, Hooker Jeffry, Dallas,
Completed: August 1996
Contract Amt: $4,507,697.38
Contract Type: Cost Plus with a Guaranteed Maximum
Description: SRC constructed a new facility consisting of a 60,000 SF Sanctuary and Education Facility



Project: Mimosa Lane Baptist Church
1233 North Beltline, Mesquite, Texas
Owner: Mimosa Lane Baptist Church, Mesquite
Architect: F & S Partners, Dallas, Texas
Completed: May 1996
Contract Amt: $1,893,000.00
Contract Type: Stipulated Sum
Description SRC constructed a new 26,000 SF Education Facility.

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Religious Facility Experience Continued:



Project:	Activities Center West Dallas Community Church 2215 Canada Drive, Dallas, Texas
Owner:	Dallas Community Development, Inc., Dallas
Architect:	Tom F. Dance & Associates, Dallas, Texas
Completed:	August 1994
Contract Amt:	$354,426.00
Contract Type:	Stipulated Sum
Description	SRC constructed a new 9,300 SF Gymnasium.

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Municipal & Miscellaneous Facility Experience:



Project:	Street Maintenance Facility 2710 Municipal Dallas, Texas 75215
Owner:	City of Dallas, Dallas, Texas
Architect:	Pierce Goodwin Alexander and Linville, Inc. Dallas, Texas
Completed:	January, 2005
Contract Amt:	$3,165,000.00
Contract Type:	Stipulated Sum
Description:	SRC constructed a 35,000 SF Office and staging Complex



Project:	Mahler Student Center Fountain/Plaza 3000 Mountain Creek Pkwy., Dallas, Texas
Owner:	Dallas Baptist University, Dallas, Texas
Architect:	BMA Architects, Duncanville, Texas
Completed:	January 2004
Contract Amt:	$160,000.00
Contract Type:	Cost Plus
Description:	SRC constructed a new fountain at Dallas Baptist University.



Project:	Memorial Park Recreation Center 1950 S. Valley Parkway, Lewisville, Texas
Owner:	City of Lewisville, Lewisville, Texas
Architect:	Wiginton, Fawcett, Hooker Jeffry, Dallas, TX
Completed:	July1999
Contract Amt:	$1,864,500.00
Contract Type:	Stipulated Sum
Description:	SRC constructed a 16,000 SF Recreation Center that included a gymnasium, weight room and meeting facilities.



Project:	Marribelle M. Davis Library 7501 Independence, Plano, Texas
Owner:	City of Plano, Plano, Texas
Architect:	Phillips Swager Associates, Dallas, Texas
Completed:	September 1998
Contract Amt:	$3,710,400.00
Contract Type:	Stipulated Sum
Description:	SRC constructed a 30,000 SF Library for the City of Plano that included a pond with a walking trail and extensive landscaping.

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Municipal & Miscellaneous Facility Experience Continued:



Project:	North Texas Regional Training Center 15515 Interstate Highway 20, Mesquite, Texas
Owner:	City of Mesquite, Mesquite, Texas
Architect:	WRA Architects, Dallas, Texas
Completed:	February 1996
Contract Amt:	$2,492,612.00
Contract Type:	Stipulated Sum
Description:	25,500 SF of new construction that included classrooms and large group assembly areas to be utilized as a continuing education and training facility.



Project:	Fencing at Hillcrest Cemetery FM 688 @ Pinson Ave., Forney, Texas
Owner:	The Forney Cemetery, Inc., Forney, Texas
Architect:	Hendricks & Brantner, Rockwall, Texas
Completed:	April 1998
Contract Amt:	$277,000.00
Contract Type:	Stipulated Sum
Description:	SRC constructed an ornamental iron and stone fence around the cemetery.

No Picture Available

Project:	Site Work Package at Wells Elementary School 3427 Mission Ridge, Plano, Texas
Owner:	Plano I.S.D., Plano, Texas
Architect:	Corgan Associate, Dallas, Texas
Completed:	August, 2003
Contract Amt:	$516,966.00
Contract Type:	Stipulated Sum
Description:	SRC replaced the site utilities and replaced and added new paving on at Wells Elementary School

No Picture Available

Project:	Parking Addition 400 S. Pecan, Arlington, Texas
Owner:	Hunters Glen Baptist Church, Plano, TX
Architect:	F & S Partners, Dallas, Texas
Completed:	May 1999
Contract Amt:	$580,481.00
Contract Type:	Stipulated Sum
Description:	85,000 SF concrete paving for parking lot.

No Picture Available

Project:	Concrete Paving and Fueling Station 326 Stadium Drive, Garland, Texas
Owner:	Garland I.S.D., Garland, Texas
Architect:	WRA Architects, Dallas, Texas
Completed:	October 1997
Contract Amt:	$947,700.00
Contract Type:	Stipulated Sum
Description:	250,000 SF concrete paving for bus parking facility that included covered spaces and bus fueling station.

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Project:	Concrete Paving 6306 Kenwood, Dallas, Texas
Owner:	St. Thomas Aquinas Catholic Church 6306 Kenwood, Dallas, Texas
Architect:	Hendricks and Brantner, Rockwall, Texas
Completed:	January 1997
Contract Amt:	$356,632.00
Contract Type:	Stipulated Sum
Description:	30,000 SF concrete paving for parking.



Project:	Concrete Paving Lawnview Site & Rentzel/Finnell Site
Owner:	Dallas County Schools, Dallas, Texas
Architect:	WRA Architects, Dallas, Texas
Completed:	January 1996
Contract Amt:	$2,051,985.00
Contract Type:	Stipulated Sum
Description:	363,000 SF concrete paving for bus parking facility.

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Starling Richardson
CONSTRUCTION

FIRM PHILOSOPHY & PROJECT MANAGEMENT EXPERIENCE AND CONCEPTS AS CM @ RISK

Starling Richardson has extensive experience in utilizing the Construction Manager-at-Risk project delivery method to construct facilities for education, religious and private owners in the Dallas area. Since 1998, we have completed 27 projects using that delivery method. Presently we are working as Construction Manager-At-Risk on the Mendenhall Employee's Daycare for Plano ISD and we are in the PreConstruction Phase for the new replacement school for Daugherty ES for Garland ISD.

Starling Richardson recognizes the importance of working in a team relationship with the owner and architect throughout the entire course of each project. Our goal is to give each Owner we work with a completed project of the highest quality and value. Our role, as the Construction Manager-at-Risk, is to work with the Architect and Owner to build each project in compliance with the plans and specifications.

Starling Richardson employs several experienced superintendents. We assign a superintendent to a project based on his availability and project needs. Each superintendent is responsible for the day-to-day operations of his respective project. Each of our superintendents has attended the 10-Hour OSHA course and the 30-Hour OSHA course, and the superintendent serves in the capacity as Safety Compliance official on his site. Additionally, all of our Assistant Superintendents have attended the 10-Hour OSHA course and the 30-Hour OSHA course.

The goal of Starling Richardson Construction, Inc. is that every project, regardless of size and scope, is entitled to receive the highest possible quality at the fairest possible price; all in strict accordance with the plans and specifications as set forth by the client and design team. We believe that all projects demand the same attention to detail to ensure that the highest possible quality is produced on every project in which we are involved. This sense of quality is accomplished through strong leadership from the top down. Starling Richardson utilizes the "Team Approach" to project management. Every person involved is accountable for their work as well as the overall outcome of the project. This accountability flows from the officers of Starling Richardson; to the project managers and general superintendent; to the project superintendent in the field; to the specific foremen and their crews. We believe the Team Approach to project management, on-going training, and close attention to detail is essential to a successful construction program. In order for this approach to be successful, it is important that the client and design team become an active part of the team.

During the Preconstruction Phase Starling Richardson would prepare preliminary budgets for review with the Owner and Architect. In this phase we would identify items that may be revised to reduce cost or to aid in construction methods and/or reduce construction time. We have developed a good working relationship with a number of qualified sub-contractors who will competitively bid all of our projects. All major subcontractors and suppliers are expected to become part of the team when they are selected to do the work.

Throughout our existence we have recognized the critical importance of the subcontractor's role in our construction projects. We have always considered the subcontractors we select to be partners and a vital part of the team that strives for the common goal of successfully completing the project. To that end, we treat our subcontractors as we would wish to be treated. We communicate with them, rely on their expertise in preparing schedules and providing their services, and pay them fairly and promptly for those services. Our fair treatment of subcontractors and suppliers has provided us with a large number of these companies who follow our projects and provide us with very competative prices. They do this because they know if they complete their work in the correct manner, they are going to be paid timely. They also know that they are not going to receive bogus "backcharges" from a less than ethical Construction Manager. We are very proactive in obtaining as many quotes as is feasible from subcontractors and suppliers. We have a data base of over a thousand subcontractors and suppliers, many of whom are located in the East Texas area. We will issue all of them an Invitation To Bid via fax or e-mail. Additionally we would contact local plan rooms to solicit as many local bids as might be available. We also have an FTP site that we will have plans available for the subcontractors to download. Finally, we would also talk to local subs we already know in order to obtain leads to other local subs. In Tab 15 we have included several contractor references for you to contact.

Upon completion of the documents, Starling Richardson's experienced estimators would prepare a detailed quantity survey of the plans and specifications. The following steps must take place in order to submit a cost estimate to the Owner: we would prepare bid packages; we coordinate with the Owner and Architect to ensure notice is given for bids and plans are made available to local plan rooms and subcontractor/suppliers (we have a data base of over one thousand (1,000) suppliers and subcontractors); and, we fax ITB notices to all subcontractors and suppliers on our bid list and accept as many subbids and material prices as possible from qualified subcontractors and suppliers. We then would review the proposals received to verify their scope and to compare bids and check references of the bidders. Once we determined the "lowest qualified bidder" we would enter those bids into our Cost Estimate to determine the GMP. Copies of all quotes would be provided for the owner and architect. If the low bidder was not used in the GMP, a valid explanation as to the reason they were disqualified would be provided in writing. All subcontractors are subject to the approval of the owner, and, the owner could, at their discretion, overrule any disqualification of a subcontractor. Immediately upon approval of the GMP, purchase orders and subcontracts would be issued to the selected subcontractors and suppliers. This would effectively protect the owner from any possible cost incresases

It is not our intent to require bonding of any subcontractor. There may be a situation arise that would deem it to be prudent and rational that the sub were required to provide

a bond, but this would be more the exception than the rule. Regardless, the owner would be protected by our P&P Bond. An example: On the Mendenhall Elementary School for Plano ISD, we did not require bonds from the subs. Upon receipt of the bids, we had a mechanical sub that was more than $130,000 (approx. 12%) below the next bidder. After discussions with the subcontractor (who had a history of completing comparable size projects), it was determined that they could provide a 100% P&P bond for less than $20,000. With the approval of the District, we accepted his bid with the bond cost added and the District realized more than $100,000 net savings by using this sub.

We would recommend a contingency allowance of 1% to 2% be included in the GMP for Owner's Contingency Allowance and the same percentage for a Contractor's Contingency Allowance. Requests to use proceeds from the contingency allowances would be presented in the form of a proposal. All proposals would be subject to the review and approval of the construction manager, architect, and owner. Once approval is obtained, a numbered Allowance Expenditure Authorization (CAEA) would be issued and the funds would be released for use. The Contingency allowance would be revised by the amount of each CAEA. Our proposal for the disposition of the contingency funds is that 100% of all remaining funds are to be returned to the owner by Change Order upon completion of the project.

Starling Richardson will develop a construction schedule in the format of a detailed bar chart (Gantt Chart) and/or CPM schedule (using Microsoft Projects) for the subcontractors and suppliers compliance. This will be updated every four weeks to ensure the project stays on schedule.

Throughout the construction phase, regularly scheduled meetings would be held with the subcontractors on-site to assure that they are aware of schedule requirements and material needs. This also allows coordination between various trades. In addition, safety issues would be discussed as well as any other pertinenet matter that may affect the project. We would also have scheduled meetings with the owner's representatives and architect to keep them apprised of the on-going activities and other matters as may be pertinent.

In preparing a specific management plan it is necessary to consider that this is an existing facility that must remain functional during the construction period. To that end, both the existing services and new services must be maintained. Maintaining services such as utilities, technology, life safety systems, and climate control are absolute necessities to provide the proper teaching environment and these can be challenging when buildings are undergoing additions and renovations. Scheduling of shut-down of these services is critical so as not to hinder the mission of the staff. It is important that this work be closely coordinated with the owner's representative. Also, maintaining a separation between the on-going work and the faculty and students is critical and must also be considered when devising a safe management plan. Scheduling the delivery of materials so that they are available when they are required is a critical necessity. Recently we completed the Additions and Renovations at Jackson Elementary School.

After the Management and Phasing Plan was developed, it was important that our superintendent coordinate the plan with the principal on-site. The principal at Jackson ES is Mrs. Kris Benson. She can attest to the level of cooperation and coordination that

we exhibited during the construction of that complex project. She can be contacted at (469) 752-2110.

Starling Richardson believes the full amount of any net savings should be returned to the owner. It is our reasoning that once we have agreed on a fair fee for our services our focus should be on obtaining the best possible cost of construction, based on the plans and specifications, for the Owner. Retaining a portion of any savings might give the appearance that the Owners interests are not our primary focus.

There are several benefits that would be realized by using Starling Richardson Construction on this project. Aside from our integrity (as substantiated by our references) and vast experience with CM at risk projects, an important aspect of our corporate philosophy is that Jim Starling, the owner of our firm, will be personally involved in each of our projects. To achieve this, we limit the volume of work we do each year. This allows the time required for Jim to attend project meetings and develope the necessary relationships with owners, consultants, and subcontractors which are necessary to complete the project successfully.

Following is a list of the projects we have completed as Construction Manager at Risk.

Starling Richardson CONSTRUCTION

Experience Working As A Construction Manager-At-Risk

1. Shepard Elementary School – Plano ISD
2. Shepton High School – Plano ISD
3. Mathews Elementary School – Plano ISD
4. Aldridge Elementary School – Plano ISD
5. Sigler Elementary School – Plano ISD
6. Jackson Elementary School – Plano ISD
7. Mendenhall Elementary School – Plano ISD
8. Bird Center Replacement Paving – Plano ISD
9. Mendenhall Employee's Daycare (Currently in Progress) – Plano ISD
10. Baxter Elementary School – Midlothian ISD
11. Frank Seal Middle School – Midlothian ISD
12. Gymnasium Addition & New Band Hall – Scurry-Rosser ISD
13. Follett College Bookstore at University of Texas at Arlington
14. DCCCD North Lake College – North Campus, Coppell, Texas
15. A New Sanctuary for First Baptist Church, Coppell, Texas
16. First Baptist Church – Lewisville, Phase 1 and Phase 2
17. Meadow Baptist Church – Plano, Texas
18. Children's Building for First Baptist Church, Rockwall, Texas
19. First United Methodist Church, Rockwall, Texas
20. First United Methodist Church, Sachse, Texas
21. Family Ministries Building for South Garland Baptist Church
22. A New Sanctuary for Canyon Creek Baptist Church
23. Canyon Creek Baptist Church Youth Facility
24. DCCCD Eastfield College – Career Technology Center Expansion
25. Patty and Bo Pilgrim Chapel – Dallas Baptist University
26. First Baptist Church of Rockwall – Youth Facility
27. Daugherty Elementary School – Garland ISD (Currently in Preconstruction Phase)

Note: All specific information (i.e. size, amount of contract, architect, etc.), regarding the above referenced projects is located under Current Projects (Tab 6) and Completed Projects (Tab 7).

Personnel Assignments

Preconstruction Phase

Senior Cost Estimator & M/WBE Coordinator	James B. Starling*
Procurement and Assistant M/WBE Coordinator	Shady Kennedy*
Estimator	Kyle Reist*

Construction Phase

Project Executive and M/WBE Coordinator	James B. Starling*
Project Managers	Eric Stanaland* Kyle Reist*
Superintendents (On-Site - TBD)	Mike Smith* Jim Bagby*
Assistant Superintendents (On-Site - TBD)	Jose Mendez Adrian Salazar
General Superintendent/Safety Coordinator	Ted Spears*
Accounting/Control/Personnel/Insurance	Jerry Hoffmann*
Administrative Assistant	Kim Scott*
Safety Consultant (Cornerstone Safety)	Joe Smith*

Note: Asterisk (*) indicates resume is attached.

James B. Starling

Jim Starling, along with Ed Richardson, founded Starling Richardson Construction, Inc. in 1994. Prior to that he was employed by our predecessor company, KAS Construction Co. Jim has been in the construction industry for over thirty-eight years. During his career he has project managed more than 100 projects, the majority of which were for various school districts in the North Texas Area.

WORK EXPERIENCE

1994 to Present — **Starling Richardson Construction, Inc., Richardson, TX**

President: Responsibilities include overseeing the entire core construction operation. Jim is personally involved in each of the company's projects. This includes the responsibility for scheduling, purchasing, and coordination of all subcontractors and suppliers. He oversees the submittal, shop drawing and close-out document process and presides over all job progress meetings. As the owner of the company, he has the responsibility for all decisions regarding construction projects.

1973 to 1993 — **KAS Construction Company, Inc., Richardson, TX**

Project Manager/ Estimator: Prepared bids on more than 300 projects and responsible for project management on more than 60 jobs, most of which were educational facilities.

EDUCATION

Bachelor's degree from Texas A&M University in 1970

MILITARY SERVICE

Commissioned as lieutenant in the US Army and served in Vietnam in 1971-72. Received Honorable Discharge in 1976.

REFERENCES

Ray Lowry, Trustee, First Baptist Church, Lewisville, Texas 972-436-5502
Bob Curtis, Former Director of Facilities, Allen I.S.D. 972-727-0363
Bryan Thruston, Principal, STB Architects, Dallas, Texas 214-739-8080
Dr, Blair Blackburn, Executive VP, DBU 214-336-6847

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Jerry Hoffmann, CPA

Jerry began working as CFO for Starling Richardson Construction in February of 2009. Jerry's experience as a Certified Public Accountant is invaluable.

WORK EXPERIENCE

March 2009 to Present — **Starling Richardson Construction, Inc., Richardson, TX**

Controller: Responsible for the books and records maintained by the corporation including the general ledger, cash receipts, cash disbursements, accounts payable, sales, general and assets journals. payment estimates to the owners of each project, and monthly preparation of subcontract payments. Other day to day activities included obtaining qualification statements and certificates of insurance from subcontractors, personal property rendition (annual), licensing, collections, records retention and destruction, tool rental schedules, production reports, vehicle and equipment reports, safety manuals and hazardous communication program manuals. Additional responsibilities include placing insurance and bonding needs with appropriate companies and ongoing monitoring of all insurance contracts and coverage.

1976 to 2009 — Partner/Owner in a Texas Certified Public Accounting firm with extensive tax and audit experience, especially in the construction and banking.

EDUCATION

Bachelor's degree from the University of Texas – Austin in 1966
Graduate studies in Accounting at the University of Dallas and Southern Methodist University.

REFERENCES:

Richard McMullen, Attorney ……974-742-4273
Sheffield Kadane, Jr, Dallas City Councilman……..214-535-6667
Richard Donaho, Pastor .....……..505-681-9848

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Shady Kennedy

Shady Kennedy has been employed as executive assistant with Starling Richardson Construction, Inc. since 1994. Prior to that time, she was employed by our predecessor company, KAS Construction Co., starting in October of 1977. Presently she is serving in the capacity of Procurement and M/WBE Coordinator.

WORK EXPERIENCE

1994 to Present	**Starling Richardson Construction, Inc., Richardson, TX** Shady contacts and solicits pricing from M/WBE subcontractors, maintains all records for M/WBE Plan. She prepares ITB for all projects and assists with pricing/bidding. Shady is also responsible for keeping the daily time sheets and preparing the weekly payroll.
1977 to 1994	**KAS Construction Co.** Executive Secretary

EDUCATION

Bachelor's degree from North Texas State University

REFERENCES:

H.C. Keeter**,** President, KAS Construction…….. 972-235-5947
Clif Steinbring, Vice President, KAS Construction..... 830-997-8334
Mike Morrison, Joe Funk Construction..... 469-323-7400

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Kim Scott

Kim Scott joined Starling Richardson Construction, Inc. in April of 2006 and assists on the financial side of the company.

WORK EXPERIENCE

2006 to Present — **Starling Richardson Construction, Inc., Richardson, TX**

Accounting Administrator: Responsibilities include financial statement preparation, processing invoices for payment, issuing of checks to subcontractors and suppliers, and other various accounting tasks.

1996 to 2006 — **First National Bank of Sachse, Sachse, TX**

Bookkeeping assistant: Responsibilities included accounting, resolving customer concerns, balancing financial statements, teller, and other various banking duties.

1992 to 1996 — **First Interstate Bank, Mesquite, TX**

Bank teller

EDUCATION

Business major at Collin County Community College

REFERENCES

Whitney Seldine, Bank Manager, Wells Fargo Bank.....972-686-1517
Dell Newberry, Office Executive, Comcast.....214-441-7379

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James Ted Spears, II

Ted Spears has been employed with Starling Richardson Construction, Inc. since 1995. Prior to that he was employed by our predecessor company, KAS Construction Co. Ted has been in the construction Industry since 1986. Ted is our General Superintendent and is responsible for supervising field operations.

WORK EXPERIENCE

1995 to Present — **Starling Richardson Construction, Inc., Richardson, TX**

General Superintendent: Direct responsibility for overseeing construction management during the construction of all of SRC's projects. This entails the direct supervision of all individual project superintendents. Other responsibilities included hiring construction management personnel, allocation and distribution of labor and equipment required to expedite projects, assistance in preparation of construction schedules, and coordinating with project superintendents to schedule subcontractors and material deliveries. Prior to becoming General Superintendent, Ted directly supervised numerous projects for SRC.

1988 to 1995 — **KAS Construction Co., Dallas, TX**

Ted was a foreman and was responsible for supervising field activities.

1986 to 1988 — **Rogers-O'Brien Construction Co., Dallas, TX**

Ted was a carpenter and was responsible for various field tasks.

EDUCATION

30 Hour OSHA Construction Safety and Health Training Course
10 Hour OSHA Construction Safety and Health Training Class
Associated General Contractors (AGC) Construction Site Safety Training Course
Mansfield High School, 1970.

REFERENCES

Doug Guynes, Plano I.S.D., Plano, Texas 469-752-1488
Richards Jaynes, VLK Architects, Arlington, Texas..... 817-633-1600
Jim Robertson, Admin. of Facility Development, Cedar Hill I.S.D. .....972-291-1581, ext. 238

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Eric P. Stanaland

Eric Stanaland graduated from Texas A&M University and joined Starling Richardson Construction, Inc. in 2005.

WORK EXPERIENCE

2005 to Present — **Starling Richardson Construction, Inc., Richardson, TX**

Project Manager: Responsibilities include estimating and the management of current projects. Other responsibilities include managing the submittal, shop drawing, purchasing, scheduling, and close-out document process. Eric has served as the project Manager on the following projects: Additions and Renovations on Jackson Elementary School, Aldridge Elementary School, Shepton High School, and Mathews Elementary School; all for Plano I.S.D; the new Sigler Elementary School for Plano ISD; North Lake College – Coppell Campus – DCCCD; and Guzick Elementary School for Dallas ISD.

Fall 2004 — **TX A&M Facilities Planning & Construction, College Station, TX**

Construction Science Intern: Assisted the construction inspector and owners' representatives with the supervision and inspection of five different projects totaling $74.6 million for Prairie View A&M University:

Summer 2001 — **American Electric Power, Dallas, TX**

Mechanical Engineering Intern: Assisted the mechanical engineer with projects such as temperature effects on piping diagrams, water sampling and testing on evaporative coolers, and troubleshooting other various power plant issues.

EDUCATION

Bachelor's degree in Construction Science with a minor in Business Administration from Texas A&M University in 2005
American Institute of Constructors (AIC) certified Associate Constructor (AC)
30 Hour OSHA Construction Safety and Health Training Course

REFERENCES

Ignacio Polanco, Program Manager, Austin Commercial, Dallas TX....214-925-7305
Ana Guerra, Jacobs Facilities, Dallas, Texas.....214-424-7534
Gary Kent, Inspector, TX A&M FP&C, College Station, Texas 936-857-2716

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Kyle Reist

Kyle Reist has been employed with Starling Richardson Construction, Inc. since June, 2008.

WORK EXPERIENCE

2008 to Present — **Starling Richardson Construction, Inc., Richardson, TX**

Project Manager: Responsibilities include estimating and the management of current projects. Other responsibilities include managing the submittal, shop drawing, purchasing, scheduling, and close-out document process. Kyle has served as the Project Manager on the Youth Facility for First Baptist Church in Rockwall and the Youth Facility for Canyon Creek Baptist Church, and as the Project Engineer on Eastfield College Technology Building for DCCCD and Mendenhall Elementary School for Plano ISD.

2007 to 2008 — **Duplium Corporation – Carrollton, Texas**

Sales Associate: Kyle worked for an ISO certified & Philips licensed CD & DVD manufacturer. His responsibilities included selling 3 PL and turnkey solutions to the gaming industry, software companies, educational companies & the religious market**.**

2003 to 2007 — **Healthcare Sales & Recruiter – Frisco, Texas**

Sales & Recruiting Associate: Responsible for recruiting healthcare professionals including dentists, doctors, specialists and nurses.

EDUCATION

Bachelor's degree from Baylor University in 2001
30 Hour OSHA Construction Safety and Health Training Course

REFERENCES

Don French, FBC Rockwall 214-802-8879
Johnny Wheeler, Canyon Creek Baptist Church 972-764-1286

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James Bruce Bagby

Jim Bagby has been employed with Starling Richardson Construction, Inc. since January 23, 2008. Jim is skilled in all phases of construction including concrete work, roofing, plumbing, cabinetry, etc. This knowledge of construction, along with his personality and work ethic, has made Jim an excellent superintendent who completes projects on time and in budget

WORK EXPERIENCE

Present	**Starling Richardson Construction, Inc., Richardson, TX** Superintendent: Direct responsibility for the construction and completion of projects. Other responsibilities include hiring personnel to work directly on the job and scheduling the daily activities of the project. Jim assisted with the supervision of Aldridge Elementary School for Plano I.S.D., and was the superintendent on Sigler Elementary School for Plano Independent School District. Currently Jim is working on Mendenhall Elementary School for Plano Independent School District.
1998 to 2008	**Songer Construction, Terrell, Texas**
1996 to 1998	**J.B. Construction, (self employed), Clarksville, TX**
1993 to 1996	**Moore Construction, Clarksville, TX**
1993	**P & P Service, Carrollton, TX**
1991 to 1992	**Annona Mfg. Col, Annona, TX**
1990 to 1991	**Hines Auto Buyer & Seller, Plano, TX**
1987 to 1990	**Annona Mfg. Co., Annona , TX**

EDUCATION

30 Hour OSHA Construction Safety and Health Training Class
10 Hour OSHA Construction Safety and Health Training Class
High School Diploma, 1998, Clarksville High School, Clarksville, TX
Vocational Training Program in senior year of High School
Licensed Forklift Driver

REFERENCES:

Chris Marrs, WRA Architects, Dallas, Texas 214-750-0077
Tom Gallatin, Garland ISD, Garland,Texas 972-494-8201
Phillips Swager Associates, Dallas, Texas. 214-792-6115
City of Garland Purchasing, Garland, Texas……..972-205-3108

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Michael D. Smith

Mike Smith has been employed with Starling Richardson Construction, Inc. since January 2001. His knowledge of construction, personality and work ethic has enabled Mike to complete projects on time and in budget.

WORK EXPERIENCE

2001 to Present — **Starling Richardson Construction, Inc., Richardson, TX**

Superintendent: Direct responsibility for the construction and completion of each project on which he worked. Other responsibilities include hiring personnel to work directly on the job and scheduling the daily activities of the project. Mike has recently completed Additions and Renovations at Jackson Elementary School for Plano Independent School District. Mike successfully completed Hargrave Elementary School for Crowley I.S.D.; the New 60,000 SF Sanctuary and Classroom Addition for Canyon Creek Baptist Church in Richardson, Texas; a new 75,000 SF facility for Overcoming Faith Christian Center in Arlington, Texas; a new facility for First United Methodist Church, Rockwall, Texas; Frank Seale Middle School in Midlothian, TX.; A Children's Facility for Canyon Creek Baptist Church, Richardson, Texas; and Patty and Bo Pilgrim Chapel for Dallas Baptist University.

1983 to 2000 — **McAlister Construction Company, Inc., Dallas, TX**
Project Superintendent: Responsible for the daily activities needed to construct more than one hundred service station projects.

EDUCATION

30 Hour OSHA Construction Safety and Health Training Class
10 Hour OSHA Construction Safety and Health Training Class
UST Technical Institute: Underground Storage Tank Technology.
University of Texas at Dallas; Business Administration Major
Eastfield Community College; Associate of Arts and Science Degree
Associated General Contractors (AGC) Construction Site Safety Training Course

REFERENCES

Bryan Thruston, Principle, STB Architects, Dallas, Texas 214-739-8080
Dr, Blair Blackburn, Executive VP, DBU 214-336-6847
Johnny Wheeler, Trustee, Canyon Creek Baptist Church 972-231-4753

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Starling Richardson CONSTRUCTION

PROJECT SAFETY PROGRAM SUMMARY

Starling Richardson Construction, Inc. is committed to maintaining a safe jobsite. Ted Spears, our General Superintendent and safety coordinator, is responsible for coordinating our comprehensive safety program. Each project superintendent is responsible for maintaining a comprehensive safety program that is tailored for the conditions at each jobsite and is designed to ensure sub-contractor/supplier compliance with OSHA's safety standards. Ted Spears, all of our project superintendents and most of our field employees have completed the OSHA 30-Hour Course and the Construction Safety Specialist course given by the Dallas Branch of the AGC (Associated General Contractors of America) as well as other courses designed to keep them up to date in the areas of jobsite safety and OSHA compliance. In 2002, Starling Richardson hired Worksafe, an independent safety consultant, to review our company-wide safety program as well as the in-depth safety program developed for each jobsite. We currently retain Cornerstone Safety in Dallas, Texas, to provide monthly project safety/OSHA compliance inspections, to continue to educate our employees, and to keep our safety program current with the latest OSHA standards and regulations. In order to assist us in our endeavor to maintain compliance, the owner, Joe Smith, makes weekly inspections at each of our jobsites. A copy of Joe Smith's resume is attached. Starling Richardson Construction has never received a citation from OSHA.

Starling Richardson Construction, Inc. maintains a detailed Occupational Health and Safety Program and has an excellent safety record. We hold weekly safety meetings for our employees and encourage subcontractor attendance. The weekly safety meetings are designed to relate to the specific hazards relevant to the current stage of the project. We have received the Certificate of Commendation from The Associated General Contractors of America for Safety Excellence on numerous occasions

Starling Richardson Construction, Inc.'s standard for jobsite accidents is zero. If an accident does occur the management of Starling Richardson immediately launches a thorough investigation. Upon notification of a jobsite accident, Ted Spears and a representative of Cornerstone Safety investigate the circumstances of the incident. Starling Richardson's Safety Committee reviews the results of the accident investigation and determines what additional action is required. If additional safety precautions are deemed necessary they are implemented immediately.

A copy of Starling Richardson Construction's Safety Manual is provided on the attached CD. Also included on this CD is a copy of our Drug Policy.

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SAFETY INFORMATION

Summary of safety information for the last five (5) years:

		2007	2008	2009	2010	2011
(a)	Number of OSHA citations received	0	0	0	0	0
(b)	Number of OSHA reportable injuries	0	0	0	0	0
(c)	Number of fatilities	0	0	0	0	0
(d)	Number of work day injuries	0	0	0	0	0
(e)	Total number of labor hours worked	59,743	67,896	54,232	44,871	40,915
(f)	Workers compensation experience modifier	98.00%	107.00%	80.00%	80.00%	82.00%
(g)	Scheduled Rate Credit	15.00%	18.00%	18.00%	18.00%	18.00%
(g)	Number and nature of citations from governmental entities for environmental violations	0	0	0	0	0

Our 2012 Experience Modifier is 0.82.

JOSEPH T. SMITH, JR.
Safety Training Consultant

3206 Parkhurst Circle Highland Village, Lewisville, TX 75077, (972) 567-5554 jssafety@cs.com

SUMMARY OF QUALIFICATIONS

A responsive, highly motivated **Executive** with 15+ years experience as a Safety Training Consultant. A strong leader with proven judgment skills, and exceptional interpersonal skills with an emphasis on honesty and integrity utilized in successful relationship management, implementing positive solutions to problems, and coaching and counseling others. A team player and self-starter with a personal commitment to excelling in performance and achieving the set goals and objectives that ensures the success of an organization. Demonstrated areas of expertise include:

• Consulting • Safety Audits • Accident Investigation • OSHA Compliance
• Communication • Leadership Skills • Client Relations/Customer Service
• Negotiation Skills • Personnel Management • Training & Development • Mentoring • Compliance
• Communication • Leadership Skills • Client Relations/Customer Service
• Team Building/Management • Planning/Coordinating • Organizational Skills • Observation Skills • Goal Setting
• Analytical Skills • Interpersonal Skills • Problem Solving • Self-Starter

PROFESSIONAL EXPERIENCE

Cornerstone Safety - Safety and Training Consultants **1995-Present**

A private occupational safety-consulting firm established in 1997. Cornerstone Safety provides Occupational Safety advice for businesses interested in developing and maintaining safety-working environment. The highest level of workplace safety, training, and knowledge available. Cornerstone Safety will customize training to meet our clients' needs.

Solid experience in all phases of safety management including written program development, safety audits/scored inspections/mock OSHA inspections, accident and incident investigations. Mentor and leader in behavioral-based safety administration, inspires employees to maintain peak performance and productivity while adhering to all safety/environmental rules and regulations.

Tasks:

- Develop and assist clients with safety manuals that are designed to provide adequate safety programs for their specific needs.
- Establish and maintain effective safety programs that meet all OSHA's rules and regulations, as well as, EPA requirements.
- Conduct employee/new employee safety training (all types) and orientations.
- Provide regular safety meetings and job site inspections, and make recommendations on how to provide a safe working environment.
- Review employers safety programs in order to determine their adequacy and effectiveness to their operation.
- Develop and implement Client Specific Safety Programs and Policies.
- Interpret safety regulations for engineers, labor representatives, and safety personnel.
- Identify and Correct unsafe environmental working conditions.
- Accesses environmental impact of ongoing projects, Recommend Process, and Product Safety Features that will reduce employee's exposure to Chemicals, Respond to chemical spills to coordinate HAZWOPER.
- Inspect Construction Sites, Facilities, Machinery, and Safety equipment to identify and correct potential hazards.
- Provide Technical Advice and Guidance to facilities on how to handle clients Health-Related problems
- Review Storm Water, Waste Water, and Air Permitting procedures for compliance with EPA guidelines.
- Investigate industrial accidents, injuries, and occupational exposures to determine root cause.
- Develop Accident Prevention Programs for Government contracts.
- Develop Hazard Analysis for job tasks.

21st Century Safety - Safety and Training Consultants **1994-1995**
Litton, Ingalls Shipbuilding - Safety Representative **1991-1994**
Enforced OSHA Safety, Health and Environmental regulations, as well as safety rules and regulations required by INGALLS SHIPBUILDING. Investigated causes of employee accidents, and determined the corrective action. Provided weekly accident reports. Conducted daily safety briefing and work area inspections.

CERTIFICATIONS/TRAINING

CERTIFICATIONS:

- OSHA 500 Training Course in Occupational Safety and Health Standards for the Construction Industry Occupational Safety and Health Administration's
- OSHA 10hr. and 30hr. Trainer Certification for the construction Standards C.F.R. Title 29 Part 1926 regulations with certification of successful completion and documentation through Government issued cards and registration.
- Train the Trainer Forklifts, Cranes, Rigging, Man Lifts, Fall Protection, Electrical, Lock Out/Tag Out, Arc Flash, Confined Space, Competent Person, Scaffolds, Emergency Action Plans, Fire Protection, Respiratory
  Pipeline and Gas Distribution Safety Emergency Response
- CPR, First Aid, AED Instructor
- EMT-B- Emergency Medical Technician

TRAINING:

- Developed and administered first OSHA Awareness course in the Dallas Metropolitan area.
- Personally trained over 32,000 students in a wide variety of OSHA-required courses.
- Wrote and developed Train-the-Trainer courses.

EDUCATION

University of Alabama **BA - Advertising**
Texas State Technical College **AA - OSHA**

OSHA Occupational Safety and Health Administration

26-600640108

This card acknowledges that the recipient has successfully completed a 30-hour Occupational Safety and Health Training Course in
Construction Safety and Health

James Ted Spears

Lester Baldwin — (Trainer name – print or type)

3/2010 — (Course end date)

OSHA Occupational Safety and Health Administration

25-600635493

This card acknowledges that the recipient has successfully completed a 30-hour Occupational Safety and Health Training Course in
Construction Safety and Health

ERIC STANALAND

JOSEPH T. SMITH — (Trainer name – print or type)

11-19-10 — (Course end date)

OSHA Occupational Safety and Health Administration

26-600640050

This card acknowledges that the recipient has successfully completed a 30-hour Occupational Safety and Health Training Course in
Construction Safety and Health

Larry Nelson

Lester Baldwin — (Trainer name – print or type)

3/2010 — (Course end date)

OSHA Occupational Safety and Health Administration

25-600634388

This card acknowledges that the recipient has successfully completed a 30-hour Occupational Safety and Health Training Course in
Construction Safety and Health

Andy Munoz

Joe Smith — (Trainer name – print or type)

07-17-10 — (Course end date)

OSHA Occupational Safety and Health Administration

26-600640106

This card acknowledges that the recipient has successfully completed a 30-hour Occupational Safety and Health Training Course in
Construction Safety and Health

Mike Smith

Lester Baldwin — (Trainer name – print or type)

3/2010 — (Course end date)

OSHA Occupational Safety and Health Administration

26-600640049

This card acknowledges that the recipient has successfully completed a 30-hour Occupational Safety and Health Training Course in
Construction Safety and Health

Jim Bagby

Lester Baldwin — (Trainer name – print or type)

3/2010 — (Course end date)

OSHA Occupational Safety and Health Administration

25-600634387

This card acknowledges that the recipient has successfully completed a 30-hour Occupational Safety and Health Training Course in
Construction Safety and Health

Tony Bagwell

Joe Smith — (Trainer name – print or type)

07-17-10 — (Course end date)

OSHA Occupational Safety and Health Administration

25-600634383

This card acknowledges that the recipient has successfully completed a 30-hour Occupational Safety and Health Training Course in
Construction Safety and Health

Adrian Salazar

Joe Smith — (Trainer name – print or type)

07-17-10 — (Course end date)

OSHA Occupational Safety and Health Administration

25-600634311

This card acknowledges that the recipient has successfully completed a 30-hour Occupational Safety and Health Training Course in

Construction Safety and Health

MARCOS SANTAMARIA

JOE SMITH — (Trainer name – print or type)

7/30/10 — (Course end date)

OSHA Occupational Safety and Health Administration

25-600635485

This card acknowledges that the recipient has successfully completed a 30-hour Occupational Safety and Health Training Course in

Construction Safety and Health

JOSE A. MENDEZ

JOSEPH T. SMITH — (Trainer name – print or type)

11-19-10 — (Course end date)

OSHA Occupational Safety and Health Administration

25-600635492

This card acknowledges that the recipient has successfully completed a 30-hour Occupational Safety and Health Training Course in

Construction Safety and Health

SANTIAGO REYES

JOSEPH T. SMITH — (Trainer name – print or type)

11-19-10 — (Course end date)

OSHA Occupational Safety and Health Administration

25-600635491

This card acknowledges that the recipient has successfully completed a 30-hour Occupational Safety and Health Training Course in

Construction Safety and Health

JOSE RODRIGUEZ

JOSEPH T. SMITH — (Trainer name – print or type)

11-19-10 — (Course end date)

METHOD FOR SUCCESS - QUALITY CONTROL

I. Mission Statement

The goal of Starling Richardson Construction, Inc. is that every project, regardless of size and scope, is entitled to receive the highest possible quality at the fairest possible price; all in strict accordance with the plans and specifications as set forth by the client and design team. We believe that all projects demand the same attention to detail to ensure that the highest possible quality is produced on every project in which we are involved.

This sense of quality is accomplished through strong leadership from the top down. Starling Richardson utilizes the ”Team Approach” to project management. Every person involved is accountable for their work as well as the overall outcome of the project. This accountability flows from the officers of Starling Richardson; to the project managers and general superintendent; to the project superintendent in the field; to the specific foremen and their crews. We believe the Team Approach to project management, on-going training, and close attention to detail is essential to a successful construction program. In order for this approach to be successful, it is important that the client and design team become an active part of the winning team.

II. Program Design

To ensure a quality construction process, open and concise communication is essential between all parties. The contractor, client, and design team must determine from the start the expectations of all parties and the special needs they have through the building process. To aid in communication, an open-door policy is maintained. We believe that any concern should be evaluated and every discussion with a client is an important conversation.

It is crucial to the success of the project that each person involved has a sense of responsibility for the overall outcome. The Project Manager must ensure that the materials and methods used on the project are in strict compliance with the contract documents through a studious and thorough evaluation of submittal data. The field personnel must consistently check the methods and means of installation and verify the quality of the workmanship through the use of visual inspection and reputable laboratory analysis.

To further enhance this process, a series of checks and balances must be in place. The superintendents are responsible for work in the field and methods and means of construction. They work diligently to ensure that the sub-contractors selected adhere to industry standards and approved submittals while maintaining schedule integrity.

The project managers and general superintendent constantly review the work of the field superintendent while the officers of the company are responsible for the performances of all individuals involved with the project.

All “Team” members should possess a problem-solving attitude. During the process of construction, unknown conditions may surface and problems will need to be resolved. Starling Richardson Construction maintains a comprehensive project schedule that is thoroughly evaluated to find potential problems before they arise. In addition to the overall project schedule, the field superintendent maintains a short-term progress plan to ensure material suppliers and subcontractors are on track to provide material and/or man the job as scheduled. Comprehensive project scheduling and short-term planning provides necessary time for the design team and contractor to find acceptable solutions to problems and still maintain the project schedule. This is a small part of the close attention to detail required by today’s complex projects.

On-going training is also an important part of quality control. As technology changes, new materials and methods become available that can be incorporated into the construction project. All “Team” members can explore new ideas and recommend changes that may prove to enhance the construction process, save time, and provide a higher standard of quality.

III. Closing

It is important to remember that the client, design professionals, contractor, and subcontractors are all an important part of the project team. The “Team Approach” ensures all parties work together to accomplish the common goal of providing every project, regardless of size and scope, the highest possible quality at the fairest possible price; all in strict accordance to the plans and specifications as set forth by the client and design team. When this goal is realized, all parties involved will have a positive experience.

Starling Richardson
CONSTRUCTION

Cost Estimating Narrative

Starling Richardson has a professional estimating staff headed by Jim Starling. During the past thirty-nine (39) years Jim has prepared more than 500 cost estimates on projects in the Dallas area. These include preliminary estimates and "hard bid" cost estimates. Jim has developed his system utilizing the CSI format with an excel spread sheet. This format has been very successful as it has been refined through the years based on available technology.

Initially we will prepare estimates during the design phase to assure that the budget is being adhered to. Upon completion of the bid documents, we will solicit prices on various trades and materials in accordance with the Texas Government Code. This process will also incorporate the following activities: 1.) provide the legal advertisement in the area newspaper, 2.) prepare a detailed quantity survey of materials and labor required for the project, 3.) prepare bid packages which outline specific items to be included by each trade contractor, 4.) prepare a preliminary project schedule so that trade contractors are aware of the time requirements prior to submitting their proposals, 5.) preside over a pre-proposal meeting, 6.) prepare and issue the Invitation To Bid to subcontractors and suppliers (we have a data base of more than one thousand subcontractors and suppliers), and 7.) place the bid documents in the local plan rooms and "on-line". Prior to bid date we will contact all subcontractors and suppliers again in a pro-active effort to generate as much interest as possible in the project. We would expect to receive a minimum of 3-5 bids on each item that is incorporated into the project. Upon receipt of the bids, they will be evaluated with the owner and architect to assure that the district receives the best value. Once a "lowest qualified bidder" has been determined, the price will be incorporated into our detailed "take-off" based on the plans and specifications. This will determine the GMP. Copies of all quotes and prices will be given to the owner and architect for their records.

Following are copies of one of the Preliminary Budget Estimate and Final GMP Estimate which we generated and used on a recently constructed elementary school.

Starling Richardson CONSTRUCTION

Elementary School
Preliminary Budget
January 17, 2008

	A	B	C	D	E	F
1	**Item of Work**	**Notes**	**Material**	**Labor**	**Sub-Bids**	**Total**
2	General Conditions	16 months	118,110.00	405,980.00	0.00	524,090.00
3	Construction Fence		8,300.00	0.00	0.00	8,300.00
4	Tree Protection		1,200.00	0.00	0.00	1,200.00
5	Project Clean-up & Dumpster		21,166.95	19,669.50	0.00	40,836.45
6	Project Safety		12,000.00	3,500.00	0.00	15,500.00
7	Layout & Engineering		24,000.00	0.00	0.00	24,000.00
8	Temporary Partitions/Dust Protection		2,000.00	5,000.00	0.00	7,000.00
9	Erosion Control Devices		3,109.00	1,920.00	6,050.00	11,079.00
10	Site Work	Sub Allowance	15,150.00	27,500.00	150,000.00	192,650.00
11	Lime Stabilization	7800sy @ $3.75	0.00	0.00	29,250.00	29,250.00
12	Concrete Paving	ConSys Concrete	0.00	0.00	338,440.00	338,440.00
13	Sidewalks	w/ Concrete Paving	0.00	0.00	0.00	0.00
14	Handicap Ramps	w/ Concrete Paving	0.00	0.00	0.00	0.00
15	Remove Top of Expan. Joints		0.00	425.00	0.00	425.00
16	Stain Handicap Ramps		0.00	0.00	500.00	500.00
17	Light Pole Bases	12 each	0.00	0.00	6,000.00	6,000.00
18	Flagpole Base		80.00	175.00	0.00	255.00
19	Pipe Bollards	8 each	160.00	760.00	0.00	920.00
20	Stripe Paving		0.00	0.00	7,500.00	7,500.00
21	Handicap Signage	w/ Stripe Paving	0.00	0.00	0.00	0.00
22	Wheelstops	w/ Stripe Paving	0.00	0.00	0.00	0.00
23	Bicycle Racks		4,000.00	100.00	0.00	4,100.00
24	Traffic Control Gates	1 pair	280.00	605.00	0.00	885.00
25	Gates at Dumpster		40.00	680.00	0.00	720.00
26	Chain Link Fence	2400 lf @ $18	0.00	0.00	43,200.00	43,200.00
27	Monument Sign		0.00	0.00	15,000.00	15,000.00
28	Sleeves For Irrigation System		0.00	0.00	5,000.00	5,000.00
29	Irrigation System	By Owner	0.00	0.00	0.00	0.00
30	Landscape	By Owner	0.00	0.00	0.00	0.00
31	Sod Repair		0.00	0.00	7,000.00	7,000.00
32	Demolition & Renovation		10,000.00	10,000.00	20,000.00	40,000.00
33	Demolition of Existing Building	63,000 sf	5,000.00	10,000.00	150,000.00	165,000.00
34	Site Demolition	66,000 sf	0.00	0.00	62,000.00	62,000.00
35	Termite Treatment		0.00	0.00	15,000.00	15,000.00
36	Drilled Piers	w/ Turnkey Concrete	0.00	0.00	0.00	0.00
37	Reinforcing Steel	w/ Turnkey Concrete	0.00	0.00	0.00	0.00
38	Turnkey Concrete Bid	ConSys Concrete	0.00	0.00	1,543,700.00	1,543,700.00
39	Seal Concrete & Patch Slab		500.00	2,000.00	0.00	2,500.00
40	Grout		600.00	720.00	0.00	1,320.00
41	Structural Steel & Steel Joists	Mtl.$14.00 / Erect.$4.50	924,000.00	0.00	297,000.00	1,221,000.00
42	Metal Roof Deck	w/ Structural Steel	0.00	0.00	0.00	0.00
43	Misc. Steel		5,000.00	25,000.00	0.00	30,000.00
44	Touch-Up Paint @ Steel		50.00	1,200.00	0.00	1,250.00
45	Cast Aluminum Step Nosings		120.00	40.00	0.00	160.00
46	Expansion Joint Covers		4,000.00	0.00	0.00	4,000.00
47	Coal Tar Roofing & Sheet Metal	$10.00/sf	0.00	0.00	660,000.00	660,000.00
48	Roof Hatch & Ladder Safety Posts		2,000.00	250.00	0.00	2,250.00
49	Masonry		0.00	0.00	600,000.00	600,000.00
50	Rebar For Masonry		25,000.00	0.00	0.00	25,000.00
51	Shores & Forms For Masonry		1,000.00	3,000.00	0.00	4,000.00
52	Thru-Wall Flashing		0.00	0.00	6,000.00	6,000.00
53	Window/Cloak Flashing		0.00	0.00	5,000.00	5,000.00
54	Building Sealants		0.00	0.00	12,000.00	12,000.00
55	Site Sealants		0.00	0.00	7,000.00	7,000.00
56	Rough Carpentry		0.00	0.00	39,000.00	39,000.00
57	Millwork / Casework		0.00	0.00	425,000.00	425,000.00
58	Computer Keyboards		5,000.00	0.00	0.00	5,000.00

	A	B	C	D	E	F
59	Hollow Metal Doors & Frames		50,000.00	9,950.00	3,450.00	63,400.00
60	Wood Doors		22,500.00	0.00	14,400.00	36,900.00
61	Finish Hardware		100,000.00	0.00	0.00	100,000.00
62	Access Doors		2,080.00	1,280.00	0.00	3,360.00
63	Overhead Coiling Counter Door		0.00	0.00	2,500.00	2,500.00
64	Aluminum Windows		0.00	0.00	28,500.00	28,500.00
65	Clerestory		0.00	0.00	1,500.00	1,500.00
66	Glass & Glazing		0.00	0.00	37,000.00	37,000.00
67	Lath & Plaster	Allowance	0.00	0.00	60,000.00	60,000.00
68	Drywall	True-Grid	0.00	0.00	750,000.00	750,000.00
69	Acoustical Ceiling	w/ Drywall	0.00	0.00	0.00	0.00
70	Firestopping		5,000.00	5,000.00	0.00	10,000.00
71	Ceramic & Quarry Tile		0.00	0.00	130,000.00	130,000.00
72	Resilient Flooring & Carpet		0.00	0.00	165,000.00	165,000.00
73	Protect Floors		1,000.00	1,000.00	0.00	2,000.00
74	Wax VCT	By Owner	0.00	0.00	0.00	0.00
75	Painting & Coatings	$2.00/sf	0.00	0.00	132,000.00	132,000.00
76	Visual Display Boards		0.00	0.00	22,000.00	22,000.00
77	Trophy Case		0.00	0.00	2,000.00	2,000.00
78	Display Case		0.00	0.00	1,500.00	1,500.00
79	Toilet Partitions		0.00	0.00	29,000.00	29,000.00
80	Toilet Accessories		0.00	0.00	23,000.00	23,000.00
81	Cubicle Curtain & Track		400.00	30.00	0.00	430.00
82	Horizontal Blinds		0.00	0.00	3,000.00	3,000.00
83	Corner Guards		4,000.00	2,000.00	0.00	6,000.00
84	Flagpole		2,000.00	250.00	0.00	2,250.00
85	Metal Building Letters		2,500.00	500.00	0.00	3,000.00
86	Plaque		1,500.00	50.00	0.00	1,550.00
87	Plastic Room Signs	By Owner	0.00	0.00	0.00	0.00
88	Fire Extinguishers & Cabinets		4,000.00	528.00	0.00	4,528.00
89	Knox Box		500.00	50.00	0.00	550.00
90	Metal Lockers		0.00	0.00	38,000.00	38,000.00
91	Projection Screens		0.00	0.00	12,000.00	12,000.00
92	Ceiling Hung TV Bracket	By Owner	0.00	450.00	0.00	450.00
93	Folding Walls	STC 52	0.00	0.00	30,000.00	30,000.00
94	Kiln & Kiln Hood		0.00	0.00	3,000.00	3,000.00
95	Exterior Basketball Goals		0.00	0.00	1,500.00	1,500.00
96	Gym Equipment		0.00	300.00	16,500.00	16,800.00
97	Equipment Screens		0.00	0.00	7,500.00	7,500.00
98	Walkway Canopy	4000sf @ $30.00	0.00	0.00	120,000.00	120,000.00
99	Cooler/Freezer Floor		613.00	824.00	300.00	1,737.00
100	Food Service Equipment		0.00	0.00	330,000.00	330,000.00
101	Final Clean-up		0.00	0.00	9,834.75	9,834.75
102	Equipment		30,690.00	13,200.00	0.00	43,890.00
103	Fire Sprinkler System	$1.50/sf	0.00	0.00	120,000.00	120,000.00
104	Site Utilities	Allowance	0.00	0.00	150,000.00	150,000.00
105	Plumbing	Hidalgo	0.00	0.00	440,000.00	440,000.00
106	HVAC	Hidalgo	0.00	0.00	1,100,000.00	1,100,000.00
107	Control System for HVAC		0.00	0.00	160,000.00	160,000.00
108	Electrical	Able Elect.	0.00	0.00	1,014,946.00	1,014,946.00
109	Fire Alarm System	w/ Electrical	0.00	0.00	0.00	0.00
110	Public Address System	w/ Electrical	0.00	0.00	0.00	0.00
111	Security System	By Owner	0.00	0.00	0.00	0.00
112	Contingency Allowance		200,000.00	0.00	0.00	200,000.00
113						
114			1,618,648.95	553,936.50	9,408,070.75	11,580,656.20
115					11,580,656.20	
116	PROJECT DURATION	16.00	Months			

	A	B	C	D	E	F
117						
118	INSURANCE:	RATE	BASIS	INS. AMOUNT		
119	Builder's Risk	0.00010	12,135,369.63	19,416.59		
120	General Liab. - Sub	0.00380	9,408,070.75	35,750.67		
121	General Liab. - Compl. Op.	0.00220	12,135,369.63	26,697.81		
122	OCP Liability	0.00085	12,135,369.63	10,315.06		
123	TOTAL INSURANCE			92,180.14		92,180.14
124						
125	Sales Tax on Rented Items					10,000.00
126						
127	Subtotal B					11,682,836.34
128						
129	Bond					98,675.10
130						
131	Subtotal C					11,781,511.44
132						
133	Construction Services Fee	Insert %:	3.00%			353,445.34
134						
135	Total Bid					**12,134,956.78**
136						
137			**Square Foot Cost**	**$185.27**		
138						

STARLING RICHARDSON CONSTRUCTION, INC.
Preliminary Budget

Code	Description of Work	Notes	Total Estimated Quantity	Units	Unit Price Mat'l	Total Estimated Mat'l Cost	Unit Price Labor	Total Estimated Labor Cost	Unit Price Sub	Total Estimated Sub Cost	Totals
	General Conditions										
	Mobilization		1	ls	$200.00	$200.00	$300.00	$300.00	$0.00	$0.00	
	Superintendent	Enter Months:	16.00	mths	$0.00	$0.00	$7,605.00	$121,680.00	$0.00	$0.00	
	Assistant Superintendent	Enter Months:	16.00	mths	$0.00	$0.00	$6,197.00	$99,152.00	$0.00	$0.00	
	Labor Foreman	Enter Months:	16.00	mths	$0.00	$0.00	$5,797.00	$92,752.00	$0.00	$0.00	
	Project Manager	Enter Months:	16.00	mths	$0.00	$0.00	$5,506.00	$88,096.00	$0.00	$0.00	
	Temp Office		16.00	mths	$300.00	$4,800.00	$0.00	$0.00	$0.00	$0.00	
	Temp Telephone		16.00	mths	$250.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	
	Temp Toilets	4 units	16.00	mths	$320.00	$5,120.00	$0.00	$0.00	$0.00	$0.00	
	Temp Utilities for Office		16.00	mths	$250.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	
	Transportation	1200/month x 2 vehicles	16.00	mths	$2,400.00	$38,400.00	$0.00	$0.00	$0.00	$0.00	
	Small Tools		1	ls	$2,500.00	$2,500.00	$0.00	$0.00	$0.00	$0.00	
	Ice & Cups		16.00	mths	$50.00	$800.00	$0.00	$0.00	$0.00	$0.00	
	Up & Down Charges		1.00	ls	$500.00	$500.00	$0.00	$0.00	$0.00	$0.00	
	Construction Schedule		1	ls	$1,500.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	
	As-Built Drawings- Mylars & CD		1	ls	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	
	Fax Machine		1	ls	$300.00	$300.00	$0.00	$0.00	$0.00	$0.00	
	Fax Line		16.00	mths	$150.00	$2,400.00	$0.00	$0.00	$0.00	$0.00	
	Storage Trailer	5 units @ $150	16.00	mths	$750.00	$12,000.00	$0.00	$0.00	$0.00	$0.00	
	Job Signage		1	ls	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	$0.00	
	Security System for Office		16.00	mths	$50.00	$800.00	$0.00	$0.00	$0.00	$0.00	
	Sweep Parking Lot		16	hrs	$115.00	$1,840.00	$0.00	$0.00	$0.00	$0.00	
	Deliver & Pick up Office		1	ls	$1,250.00	$1,250.00	$0.00	$0.00	$0.00	$0.00	
	Deliver & Pick up Temp. Storage		5	ea	$250.00	$1,250.00	$0.00	$0.00	$0.00	$0.00	
	Temporary Fire Protection		1	ls	$500.00	$500.00	$0.00	$0.00	$0.00	$0.00	
	Progress Photographs		16.00	mos	$150.00	$2,400.00	$0.00	$0.00	$0.00	$0.00	
	Mobile Phone		16.00	mths	$450.00	$7,200.00	$0.00	$0.00	$0.00	$0.00	
	Radios		1	ls	$400.00	$400.00	$0.00	$0.00	$0.00	$0.00	
	Computer & Printer		1	ls	$750.00	$750.00	$0.00	$0.00	$0.00	$0.00	
	Worker ID & Background Check		1	ls	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	
	Internet Service		16.00	mths	$75.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	
	Shut-Down Services		1	ls	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	
	Move Furniture		1	ls	$0.00	$0.00	$4,000.00	$4,000.00	$0.00	$0.00	
	Printing Costs		1	ls	$10,000.00	$10,000.00	$0.00	$0.00	$0.00	$0.00	
						$118,110.00		$405,980.00		$0.00	$524,090.00
	Construction Fence										
	Fence	6' High on Dirt	1700	lf	$4.00	$6,800.00	$0.00	$0.00	$0.00	$0.00	
	Traffic Gates	24'	3	ea	$500.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	
						$8,300.00		$0.00		$0.00	$8,300.00
	Tree Protection										
	Fence	6' High on Dirt	600	lf	$2.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	
						$1,200.00		$0.00		$0.00	$1,200.00
	Project Clean-up & Dumpsters										
	Job Site Clean-up		65,565	sf	$0.03	$1,966.95	$0.30	$19,669.50	$0.00	$0.00	
	Dumpster		16.00	mths	$1,200.00	$19,200.00	$0.00	$0.00	$0.00	$0.00	
						$21,166.95		$19,669.50		$0.00	$40,836.45
	Project Safety										
	Safety Plan & Job Hazard Analysis		16.00	mos	$500.00	$8,000.00	$0.00	$0.00	$0.00	$0.00	
	Safety Equipment & Fall Protection		1	ls	$2,000.00	$2,000.00	$3,000.00	$3,000.00	$0.00	$0.00	
	Temporary Barricades		1	ls	$2,000.00	$2,000.00	$500.00	$500.00	$0.00	$0.00	
						$12,000.00		$3,500.00		$0.00	$15,500.00

Code	Description of Work	Notes	Total Estimated Quantity	Units	Unit Price Mat'l	Total Estimated Mat'l Cost	Unit Price Labor	Total Estimated Labor Cost	Unit Price Sub	Total Estimated Sub Cost	Totals
	Layout & Engineering										
	Registered Surveyor		160	hrs	$120.00	$19,200.00	$0.00	$0.00	$0.00	$0.00	
	Layout Verification		40	hrs	$120.00	$4,800.00	$0.00	$0.00	$0.00	$0.00	
						$24,000.00		$0.00		$0.00	$24,000.00
	Temporary Partitions / Dust Protection										
	Temp. Partitions	Install & Remove	1	ls	$2,000.00	$2,000.00	$5,000.00	$5,000.00	$0.00	$0.00	
						$2,000.00		$5,000.00		$0.00	$7,000.00
	Erosion Control Devices										
	Install Construction Entrance	1500 sf	1	ea	$0.00	$0.00	$0.00	$0.00	$2,500.00	$2,500.00	
	Maintain Construction Entrance	1500 sf	1	ea	$500.00	$500.00	$1,000.00	$1,000.00	$0.00	$0.00	
	Remove Construction Entry		1	ea	$500.00	$500.00	$200.00	$200.00	$0.00	$0.00	
	Install Inlet Protection		2	ea	$0.00	$0.00	$0.00	$0.00	$150.00	$300.00	
	Maintain Inlet Protection		2	ea	$10.00	$20.00	$25.00	$50.00	$0.00	$0.00	
	Remove Inlet Protection		2	ea	$2.00	$4.00	$10.00	$20.00	$0.00	$0.00	
	InstallSilt Fence		1300	ea	$0.00	$0.00	$0.00	$0.00	$2.50	$3,250.00	
	Maintain Silt Fence		1300	ea	$0.25	$325.00	$0.50	$650.00	$0.00	$0.00	
	Remove Silt Fence		1300	ea	$0.20	$260.00	$0.00	$0.00	$0.00	$0.00	
	SWPPP		1	ea	$1,500.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	
						$3,109.00		$1,920.00		$6,050.00	$11,079.00
	Site Work										
	Saw Cut Existing Paving & Walks		370	lf	$2.00	$740.00	$0.00	$0.00	$0.00	$0.00	
	Saw Cut Existing Curb		10	ea	$5.00	$50.00	$0.00	$0.00	$0.00	$0.00	
	Remove Exist. Flagpole		1	ea	$10.00	$10.00	$30.00	$30.00	$0.00	$0.00	
	Reset Exist. Light Poles		9	ea	$50.00	$450.00	$150.00	$1,350.00	$0.00	$0.00	
	Remove Exist. Light Pole Bases		9	ea	$100.00	$900.00	$200.00	$1,800.00	$0.00	$0.00	
	Repair Landscaping		1	ls	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$0.00	$0.00	
	Respread Topsoil		40	hrs	$150.00	$6,000.00	$0.00	$0.00	$0.00	$0.00	
	Relocate Exist. Power Pole		1	ea	$1,500.00	$1,500.00	$5,000.00	$5,000.00	$0.00	$0.00	
	Relocate Exist. Fire Hydrants		2	ea	$500.00	$1,000.00	$4,000.00	$8,000.00	$0.00	$0.00	
	Blade Site		40	hrs	$80.00	$3,200.00	$3.00	$120.00	$0.00	$0.00	
	Pump Water		1	ls	$300.00	$300.00	$2,500.00	$2,500.00	$0.00	$0.00	
	Hand Labor for Site Work		400	hrs	$0.00	$0.00	$18.00	$7,200.00	$0.00	$0.00	
						$15,150.00		$27,500.00		$0.00	$42,650.00
	Lime Stabilization										
	At New Concrete Paving		9725	sy	$0.00	$0.00	$0.00	$0.00	$3.75	$36,468.75	
						$0.00		$0.00		$36,468.75	$36,468.75
	Remove Top Of Expan. Joint										
	Remove Exp. Jt. Rip Strip @ Paving		1000	lf	$0.00	$0.00	$0.25	$250.00	$0.00	$0.00	
	Remove Exp. Jt. Rip Strip @ Sidewalks		700	lf	$0.00	$0.00	$0.25	$175.00	$0.00	$0.00	
						$0.00		$425.00		$0.00	$425.00
	Flagpole Base										
	Hand Excavate		1	cy	$0.00	$0.00	$75.00	$75.00	$0.00	$0.00	
	Set Sleeve		1	ea	$0.00	$0.00	$25.00	$25.00	$0.00	$0.00	
	Concrete		1	cy	$80.00	$80.00	$60.00	$60.00	$0.00	$0.00	
	Finish Top of Base		1	ea	$0.00	$0.00	$15.00	$15.00	$0.00	$0.00	
						$80.00		$175.00		$0.00	$255.00

STARLING RICHARDSON CONSTRUCTION, INC.
Preliminary Budget

Code	Description of Work	Notes	Total Estimated Quantity	Units	Unit Price Mat'l	Total Estimated Mat'l Cost	Unit Price Labor	Total Estimated Labor Cost	Unit Price Sub	Total Estimated Sub Cost	Totals
	Pipe Bollards										
	Hand Excavate	12" Dia. X 3'0"	8	ea	$0.00	$0.00	$50.00	$400.00	$0.00	$0.00	
	Set Bollard		8	ea	$0.00	$0.00	$25.00	$200.00	$0.00	$0.00	
	Concrete		2	cy	$80.00	$160.00	$40.00	$80.00	$0.00	$0.00	
	Finish Top of Base		8	ea	$0.00	$0.00	$10.00	$80.00	$0.00	$0.00	
						$160.00		$760.00		$0.00	$920.00
	Stain HC Ramps										
	Stain Ramps		5	ea	$0.00	$0.00	$0.00	$0.00	$100.00	$500.00	
						$0.00		$0.00		$500.00	$500.00
	Site Signage										
	Hand Excavate for Posts	8" DIA X 18" Deep	3	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	Set Posts	2 3/8" DIA X 8' Long	3	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	Concrete	3000 PSI	1	cy	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	Finish Top of Posts		3	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	Bolt Signs to Posts	12" X 18" HC "Reserved Parking"	3	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
						$0.00		$0.00		$0.00	$0.00
	Wheelstops										
	6" x 6" x 6'		4	ea	$50.00	$200.00	$50.00	$200.00	$0.00	$0.00	
						$200.00		$200.00		$0.00	$400.00
	Bicycle Racks										
	8' Ribbon Racks		4	ea	$25.00	$100.00	$25.00	$100.00	$0.00	$0.00	
						$100.00		$100.00		$0.00	$200.00
	Traffic Control Gate										
	Set Post Bollards		4	ea	$20.00	$80.00	$100.00	$400.00	$0.00	$0.00	
	Set Gates		2	ea	$25.00	$50.00	$100.00	$200.00	$0.00	$0.00	
	Knox Lock at Gate		1	ea	$150.00	$150.00	$5.00	$5.00	$0.00	$0.00	
						$280.00		$605.00		$0.00	$885.00
	Gates @ Dumpster										
	Set Post Bollards		2	ea	$20.00	$40.00	$100.00	$200.00	$0.00	$0.00	
	Set Gate Frames	8'-6" x 6'-10"	2	ea	$0.00	$0.00	$150.00	$300.00	$0.00	$0.00	
	Deck Cover @ Gates		120	sf	$0.00	$0.00	$1.50	$180.00	$0.00	$0.00	
						$40.00		$680.00		$0.00	$720.00
	Monument Sign										
	Masonry		1	ea	$0.00	$0.00	$0.00	$0.00	$12,000.00	$12,000.00	
						$0.00		$0.00		$12,000.00	$12,000.00
	Irrigation Sleeves										
	Sleeves		1	ls	$0.00	$0.00	$0.00	$0.00	$5,000.00	$5,000.00	
						$0.00		$0.00		$5,000.00	$5,000.00
	Sod Repair										
	Soil Preparation		2000	sf	$0.00	$0.00	$0.00	$0.00	$0.50	$1,000.00	
	New Bermuda Sod		2000	sf	$0.00	$0.00	$0.00	$0.00	$3.00	$6,000.00	
	Temporary Irrigation		0	sf	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
						$0.00		$0.00		$7,000.00	$7,000.00
	Demolition / Renovation										
	Misc Demolition & Renovation		1	ea	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$20,000.00	$20,000.00	
						$10,000.00		$10,000.00		$20,000.00	$40,000.00

Code	Description of Work	Notes	Total Estimated Quantity	Units	Unit Price Mat'l	Total Estimated Mat'l Cost	Unit Price Labor	Total Estimated Labor Cost	Unit Price Sub	Total Estimated Sub Cost	Totals
	Seal Concrete										
	Seal Concrete		2000	sf	$0.25	$500.00	$1.00	$2,000.00	$0.00	$0.00	
						$500.00		$2,000.00		$0.00	$2,500.00
	Grout										
	Grout for Columns	1 1/2" x 15 x 15	120	ea	$5.00	$600.00	$6.00	$720.00	$0.00	$0.00	
						$600.00		$720.00		$0.00	$1,320.00
	Miscellaneous Steel Items										
	Misc. Labor		1	ls	$5,000.00	$5,000.00	$25,000.00	$25,000.00	$0.00	$0.00	
						$5,000.00		$25,000.00		$0.00	$30,000.00
	Touch-up Paint at Steel										
	Materials		1	ls	$50.00	$50.00	$0.00	$0.00	$0.00	$0.00	
	Labor		40	hrs	$0.00	$0.00	$30.00	$1,200.00	$0.00	$0.00	
						$50.00		$1,200.00		$0.00	$1,250.00
	Cast Alum. Step Nosings										
	5' long		4	ea	$30.00	$120.00	$10.00	$40.00	$0.00	$0.00	
						$120.00		$40.00		$0.00	$160.00
	Expansion Joint Assemblies										
	Floor to Floor			lf	$25.00	$0.00	$8.00	$0.00	$0.00	$0.00	
	Floor to Wall			lf	$25.00	$0.00	$8.00	$0.00	$0.00	$0.00	
	Wall to Wall 180 degrees			lf	$25.00	$0.00	$8.00	$0.00	$0.00	$0.00	
						$0.00		$0.00		$0.00	$0.00
	Roof Hatch										
	3'-0" x 4'-0"		1	ea	$1,500.00	$1,500.00	$150.00	$150.00	$0.00	$0.00	
	Safety Ladder & Guard Rail		1	ea	$500.00	$500.00	$100.00	$100.00	$0.00	$0.00	
						$2,000.00		$250.00		$0.00	$2,250.00
	Roof Blocking										
	Misc. Carpentry		65000	sf	$0.00	$0.00	$0.00	$0.00	$0.75	$48,750.00	
						$0.00		$0.00		$48,750.00	$48,750.00
	Rough Carpentry										
	Misc. Carpentry		65000	ls	$0.00	$0.00	$0.00	$0.00	$0.60	$39,000.00	
						$0.00		$0.00		$39,000.00	$39,000.00
	Millwork/Casework										
	Base Cabinet		625	lf	$0.00	$0.00	$0.00	$0.00	$130.00	$81,250.00	
	Sink Cabinet		186	lf	$0.00	$0.00	$0.00	$0.00	$140.00	$26,040.00	
	Island Cabinet		6	lf	$0.00	$0.00	$0.00	$0.00	$250.00	$1,500.00	
	Poster Board Cabinet		128	lf	$0.00	$0.00	$0.00	$0.00	$250.00	$32,000.00	
	Wall Cabinet		945	lf	$0.00	$0.00	$0.00	$0.00	$70.00	$66,150.00	
	Tall Storage Unit		380	lf	$0.00	$0.00	$0.00	$0.00	$220.00	$83,600.00	
	Computer Carrels		520	lf	$0.00	$0.00	$0.00	$0.00	$150.00	$78,000.00	
	Reception Counters - Curved		50	lf	$0.00	$0.00	$0.00	$0.00	$400.00	$20,000.00	
	Storage Shelving		33	lf	$0.00	$0.00	$0.00	$0.00	$250.00	$8,250.00	
	Teacher's Mailbox Unit		10	lf	$0.00	$0.00	$0.00	$0.00	$375.00	$3,750.00	
	Plastic Laminate Window Sill		200	lf	$0.00	$0.00	$0.00	$0.00	$20.00	$4,000.00	
						$0.00		$0.00		$404,540.00	$404,540.00

Code	Description of Work	Notes	Total Estimated Quantity	Units	Unit Price Mat'l	Total Estimated Mat'l Cost	Unit Price Labor	Total Estimated Labor Cost	Unit Price Sub	Total Estimated Sub Cost	Totals
	Hollow Metal Doors & Frames										
	3'-0"X7'-0"	Door Slabs - Flush	6	ea	$0.00	$0.00	$0.00	$0.00	$150.00	$900.00	
	3'-8"X7'-0"	Door Slabs - Flush	1	ea	$0.00	$0.00	$0.00	$0.00	$150.00	$150.00	
	3'-0"X7'-0"	Door Slabs - w/ Full Glass	16	ea	$0.00	$0.00	$0.00	$0.00	$150.00	$2,400.00	
	3'-0"X7'-0"	Exterior Frames	2	ea	$0.00	$0.00	$110.00	$220.00	$0.00	$0.00	
	3'-8"X7'-0"	Exterior Frames	1	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	6'-0"X7'-0"	Exterior Frames	2	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	3'-0"X7'-0"	Interior Frames	68	ea	$0.00	$0.00	$110.00	$7,480.00	$0.00	$0.00	
	6'-0"X7'-0"	Interior Frames	27	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	6'-0"X7'-0"	Interior Frames w/ Sidelite	2	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	16'-0"X9'-0"	Int. Frames w/ Sidelight & Transom	1	ea	$0.00	$0.00	$150.00	$150.00	$0.00	$0.00	
	22'-0"X9'-0"	Int. Frames w/ Sidelight & Transom	1	ea	$0.00	$0.00	$150.00	$150.00	$0.00	$0.00	
	30'-0"X9'-0"	Int. Frames w/ Sidelight & Transom	1	ea	$0.00	$0.00	$150.00	$150.00	$0.00	$0.00	
	20'-0"X19'-0"	Int. Frames w/ Sidelight & Transom	1	ea	$0.00	$0.00	$150.00	$150.00	$0.00	$0.00	
	6'-0"X9'-0"	Ext. Frames w/ Transom	3	ea	$0.00	$0.00	$150.00	$450.00	$0.00	$0.00	
	6'-0"X9'-0"	Ext. Frames w/ Sidelight & Transom	2	ea	$0.00	$0.00	$150.00	$300.00	$0.00	$0.00	
	16'-0"X12'-0"	Ext. Frames w/ Sidelight & Transom	2	ea	$0.00	$0.00	$150.00	$300.00	$0.00	$0.00	
	9'-0"X12'-0"	Ext. Window Frame	1	ea	$0.00	$0.00	$150.00	$150.00	$0.00	$0.00	
	19'-0"X12'-0"	Ext. Window Frame	1	ea	$0.00	$0.00	$150.00	$150.00	$0.00	$0.00	
	20'-0"X12'-0"	Ext. Window Frame - Segmented	1	ea	$0.00	$0.00	$150.00	$150.00	$0.00	$0.00	
	40'-0"X12'-0"	Ext. Window Frame - Segmented	1	ea	$0.00	$0.00	$150.00	$150.00	$0.00	$0.00	
	7'-0"X9'-0"	Int. Borrowed Lite Frame	1	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	8'-0"X5'-0"	Int. Borrowed Lite Frame	1	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
						$0.00		$9,950.00		$3,450.00	$13,400.00
	Wood Doors										
	3'-0"X7'-0" Flush		48	ea	$0.00	$0.00	$0.00	$0.00	$150.00	$7,200.00	
	3'-0"X7'-0" w/ Narrow Lite		48	ea	$0.00	$0.00	$0.00	$0.00	$150.00	$7,200.00	
						$0.00		$0.00		$14,400.00	$14,400.00
	Access Doors										
	12" x 12"		32	ea	$65.00	$2,080.00	$40.00	$1,280.00	$0.00	$0.00	
						$2,080.00		$1,280.00		$0.00	$3,360.00
	Overhead Doors & Grilles										
	Roll-Up Counter Door	6'-0" x 4'-0" SS	1	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
						$0.00		$0.00		$0.00	$0.00
	Aluminum Windows										
	3'-8" x 5'-4"		57	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
						$0.00		$0.00		$0.00	$0.00
	Clerestory										
	2'-6" high x 24'		60	sf	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	3'-6" high x 18'		63	sf	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
						$0.00		$0.00		$0.00	$0.00
	Clerestory										
	Ceramic Tile at Floors		3300	sf	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	Ceramic Tile at Walls		9500	sf	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	Quarry Tile at Floors		2000	sf	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	Quarry Tile at Walls		3500	sf	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
						$0.00		$0.00		$0.00	$0.00
	Visual Display Boards										
	Markerboards 4' x 12'		36	ea	$0.00	$0.00	$72.00	$2,592.00	$0.00	$0.00	
	4' x 4' Tackboard		72	ea	$0.00	$0.00	$24.00	$1,728.00	$0.00	$0.00	
						$0.00		$4,320.00		$0.00	$4,320.00

Code	Description of Work	Notes	Total Estimated Quantity	Units	Unit Price Mat'l	Total Estimated Mat'l Cost	Unit Price Labor	Total Estimated Labor Cost	Unit Price Sub	Total Estimated Sub Cost	Totals
	Trophy Case										
	8' Long		1	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
						$0.00		$0.00		$0.00	$0.00
	Display Case										
	8' Long		1	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
						$0.00		$0.00		$0.00	$0.00
	Toilet Partitions										
	HC Partition w/ Doors		14	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	Standard Partition w/ Doors		14	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
						$0.00		$0.00		$0.00	$0.00
	Toilet Accessories										
	Soap Dispenser - Wall Mounted		12	ea	$0.00	$0.00	$20.00	$240.00	$0.00	$0.00	
	Mirror 24" x 36"		8	ea	$0.00	$0.00	$25.00	$200.00	$0.00	$0.00	
	Mirror 24" x 60"		14	ea	$0.00	$0.00	$40.00	$560.00	$0.00	$0.00	
	Toilet Paper Holders		37	ea	$0.00	$0.00	$20.00	$740.00	$0.00	$0.00	
	Paper Towel Dispenser/Waste Receptacle		23	ea	$0.00	$0.00	$30.00	$690.00	$0.00	$0.00	
	Soap Dispenser - Lav, Mounted		3	ea	$0.00	$0.00	$20.00	$60.00	$0.00	$0.00	
	Paper Towel Dispenser		35	ea	$0.00	$0.00	$30.00	$1,050.00	$0.00	$0.00	
	42" x 52" Grab Bar		22	ea	$0.00	$0.00	$35.00	$770.00	$0.00	$0.00	
	Sanitary Napkin Disposal		18	ea	$0.00	$0.00	$20.00	$360.00	$0.00	$0.00	
	Sanitary Napkin Vendor		1	ea	$0.00	$0.00	$20.00	$20.00	$0.00	$0.00	
	HD Shelf w/ Mop Holder		3	ea	$0.00	$0.00	$30.00	$90.00	$0.00	$0.00	
						$0.00		$4,780.00		$0.00	$4,780.00
	Curtain & Track										
	Rod 8'-0" long		1	ea	$0.00	$0.00	$20.00	$20.00	$0.00	$0.00	
	Curtain		1	ea	$0.00	$0.00	$10.00	$10.00	$0.00	$0.00	
						$0.00		$30.00		$0.00	$30.00
	Mini Blinds										
	3'8" x 5'4"		52	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
						$0.00		$0.00		$0.00	$0.00
	Corner Guards										
	2" x 2" x 4'-0" 90 Degree		140	ea	$0.00	$0.00	$10.00	$1,400.00	$0.00	$0.00	
	2" x 2" x 4'-0" End Cap		40	ea	$0.00	$0.00	$12.00	$480.00	$0.00	$0.00	
	2" x 2" x 4'-0" 135 Degree		10	ea	$0.00	$0.00	$12.00	$120.00	$0.00	$0.00	
						$0.00		$2,000.00		$0.00	$2,000.00
	Flagpole										
	35' High		1	ea	$0.00	$0.00	$250.00	$250.00	$0.00	$0.00	
						$0.00		$250.00		$0.00	$250.00
	Metal Building Letters										
	16" High		5	ea	$0.00	$0.00	$3.00	$15.00	$0.00	$0.00	
	12" High		22	ea	$0.00	$0.00	$3.00	$66.00	$0.00	$0.00	
						$0.00		$81.00		$0.00	$81.00
	Plaque										
			1	ea	$0.00	$0.00	$250.00	$250.00	$0.00	$0.00	
						$0.00		$250.00		$0.00	$250.00
	Plastic Room Signs										
			120	ea	$0.00	$0.00	$3.00	$360.00	$0.00	$0.00	
						$0.00		$360.00		$0.00	$360.00
	Fire Extinguishers & Cabinets										

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	Recessed Cabinets		24	ea	$0.00	$0.00	$20.00	$480.00	$0.00	$0.00	
	Extinguishers - Standard		24	ea	$0.00	$0.00	$2.00	$48.00	$0.00	$0.00	
						$0.00		$528.00		$0.00	$528.00
	Knox Box										
	Recesssed		1	ea	$0.00	$0.00	$50.00	$50.00	$0.00	$0.00	
						$0.00		$50.00		$0.00	$50.00
	Metal Lockers										
	12" D x 12" W x 60" H	2 tier	291	frames	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	12" D x 12" W x 72" H	2 tier	5	frames	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
						$0.00		$0.00		$0.00	$0.00
	Projection Screens										
	10' x 10' Electric at Stage		1	ea	$0.00	$0.00	$250.00	$250.00	$0.00	$0.00	
	6' x 6' Manual at Classrooms	Wall Mounted	40	ea	$0.00	$0.00	$60.00	$2,400.00	$0.00	$0.00	
						$0.00		$2,650.00		$0.00	$2,650.00
	TV Brackets										
	Wall Mounted Brackets		3	ea	$0.00	$0.00	$150.00	$450.00	$0.00	$0.00	
						$0.00		$450.00		$0.00	$450.00
	Folding Walls										
	34'x12'	STC 52	2	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
						$0.00		$0.00		$0.00	$0.00
	Kiln Hood										
			1	ea	$0.00	$0.00	$250.00	$250.00	$0.00	$0.00	
						$0.00		$250.00		$0.00	$250.00
	Exterior Basketball Goals										
			1	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
						$0.00		$0.00		$0.00	$0.00
	Gym Equipment										
	Basketball Goals		2	ea	$0.00	$0.00	$100.00	$200.00	$0.00	$0.00	
	Volleyball Sleeves		2	ea	$0.00	$0.00	$150.00	$300.00	$0.00	$0.00	
	Volleyball Nets & Posts		1	set	$0.00	$0.00	$20.00	$20.00	$0.00	$0.00	
	Gym Wall Pads	2'x6'	12	ea	$0.00	$0.00	$25.00	$300.00	$0.00	$0.00	
						$0.00		$300.00		$0.00	$300.00
	Cooler/Freezer Floor										
	Felt @ Perimeter		64	lf	$0.50	$32.00	$1.00	$64.00	$0.00	$0.00	
	1" Grout		1	cy	$100.00	$100.00	$50.00	$50.00	$0.00	$0.00	
	Finish Grout		200	sf	$0.00	$0.00	$1.00	$200.00	$0.00	$0.00	
	Cure Grout		200	sf	$0.00	$0.00	$0.05	$10.00	$0.00	$0.00	
	Mop Waterproofing		200	sf	$1.00	$200.00	$1.00	$200.00	$0.00	$0.00	
	Install Vapor Barrier		200	sf	$0.00	$0.00	$0.05	$10.00	$0.00	$0.00	

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	Install 2 layers of 2" Insulation		400	sf	$0.00	$0.00	$0.20	$80.00	$0.00	$0.00	
	Wire Mesh		200	sf	$0.10	$20.00	$0.25	$50.00	$0.00	$0.00	
	Concrete		3.0	cy	$85.00	$255.00	$50.00	$150.00	$0.00	$0.00	
	Finish Concrete		200	sf	$0.00	$0.00	$0.00	$0.00	$1.50	$300.00	
	Cure Concrete		200	sf	$0.03	$6.00	$0.05	$10.00	$0.00	$0.00	
						$613.00		$824.00		$300.00	$1,737.00
	Final Building Clean-up										
	TotalBuilding Area		65,565	sf	$0.00	$0.00	$0.00	$0.00	$0.15	$9,834.75	
						$0.00		$0.00		$9,834.75	$9,834.75
	Cut & Patch Slab For MEP Access	6'-3" Squares - 90 each									
	Saw Cut Slab		2250	lf	$2.50	$5,625.00	$0.00	$0.00	$0.00	$0.00	
	Break-out & Remove Slab		3516	sf	$2.00	$7,031.25	$3.00	$10,546.88	$0.00	$0.00	
	Fine Grade		3516	sf	$0.00	$0.00	$0.40	$1,406.40	$0.00	$0.00	
	Drill For Dowels		2160	ea	$0.75	$1,620.00	$1.25	$2,700.00	$0.00	$0.00	
	Set Dowels w/ Epoxy	#5 @ 12"	2160	ea	$0.75	$1,620.00	$1.25	$2,700.00	$0.00	$0.00	
	Rebar #3 @ 16"	3000lf	6758.64	lbs	$0.42	$2,838.63	$0.30	$2,027.59	$0.00	$0.00	
	Poly		4000	sf	$0.40	$1,600.00	$0.20	$800.00	$0.00	$0.00	
	Carton Form - 6" deep		4000	sf	$0.40	$1,600.00	$0.20	$800.00	$0.00	$0.00	
	Cover Sheet For Carton Form		4000	sf	$0.90	$3,600.00	$0.50	$2,000.00	$0.00	$0.00	
	Concrete	8" 4000 psi	91	sf	$85.00	$7,748.26	$60.00	$5,469.36	$0.00	$0.00	
	Finish Slab		3516	sf	$0.00	$0.00	$0.75	$2,637.00	$0.00	$0.00	
	Cure Slab		3516.0	sf	$0.05	$175.80	$0.10	$351.60	$0.00	$0.00	
						$33,458.94		$31,438.83		$0.00	$64,897.77
	Equipment										
	Concrete Pump - Trips		1	ea	$50.00	$50.00	$0.00	$0.00	$0.00	$0.00	
	Concrete Pump - Hours		4	hrs	$200.00	$800.00	$0.00	$0.00	$0.00	$0.00	
	Concrete Pump - Yardage		120	cy	$2.00	$240.00	$0.00	$0.00	$0.00	$0.00	
	Tremie		0	hrs	$125.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	Vibrator		0	hrs	$125.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	Crane		16	hrs	$150.00	$2,400.00	$0.00	$0.00	$0.00	$0.00	
	Scaffolding		1	ls	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$0.00	$0.00	
	Welder & Rods		1	ls	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	$0.00	
	Forklift		1	ls	$1,000.00	$1,000.00	$0.00	$0.00	$0.00	$0.00	
	Lift		1	ls	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	$0.00	
	Big Truck		1	ls	$500.00	$500.00	$0.00	$0.00	$0.00	$0.00	
	Small Tractor		16	mos	$1,200.00	$19,200.00	$700.00	$11,200.00	$0.00	$0.00	
	Misc.		1	ls	$500.00	$500.00	$0.00	$0.00	$0.00	$0.00	
						$30,690.00		$13,200.00		$0.00	$43,890.00

	A	B	C	D	E	F
1	**Item of Work**	**Notes**	**Material**	**Labor**	**Sub-Bids**	**Total**
2	General Conditions	SRC	127,710.00	405,980.00	0.00	533,690.00
3	Construction Fence	SRC	7,580.00	0.00	0.00	7,580.00
4	Tree Protection	SRC	2,400.00	0.00	0.00	2,400.00
5	Project Clean-up & Dumpster	SRC	21,166.95	19,669.50	0.00	40,836.45
6	Project Safety	SRC	12,000.00	3,500.00	0.00	15,500.00
7	Layout & Engineering	SRC	24,000.00	0.00	0.00	24,000.00
8	Temporary Partitions/Dust Protection	SRC	2,000.00	5,000.00	0.00	7,000.00
9	Erosion Control Devices	SRC	3,424.00	2,270.00	7,800.00	13,494.00
10	Site Work	**HD Construction**	17,500.00	14,200.00	275,000.00	306,700.00
11	Lime Stabilization	w/ Site Work	0.00	0.00	0.00	0.00
12	Concrete Paving	w/ Turnkey Concrete	0.00	0.00	0.00	0.00
13	Sidewalks	w/ Turnkey Concrete	0.00	0.00	0.00	0.00
14	Handicap Ramps	w/ Turnkey Concrete	0.00	0.00	0.00	0.00
15	Remove Top of Expan. Joints	SRC	0.00	571.00	0.00	571.00
16	Stain Handicap Ramps	w/ Stripe Paving	0.00	0.00	0.00	0.00
17	Light Pole Bases	w/ Turnkey Concrete	0.00	0.00	0.00	0.00
18	Flagpole Base	w/ Turnkey Concrete	0.00	0.00	0.00	0.00
19	Pipe Bollards	w/ Turnkey Concrete	0.00	0.00	0.00	0.00
20	Stripe Paving	**Striping Plus**	0.00	0.00	10,151.00	10,151.00
21	Stripe BB Court	w/ Stripe Paving	0.00	0.00	0.00	0.00
22	Handicap Signage	w/ Stripe Paving	0.00	0.00	0.00	0.00
23	Site Signage	w/ Stripe Paving	0.00	0.00	0.00	0.00
24	Wheelstops	w/ Stripe Paving	0.00	0.00	0.00	0.00
25	Splashblocks	SRC	385.00	330.00	0.00	715.00
26	Bicycle Racks	**Huntco**	3,973.00	0.00	0.00	3,973.00
27	Gate at Screen Wall	Mat. w/ Str. Steel Bid	40.00	350.00	0.00	390.00
28	Chain Link Fence	**Cain Fence**	0.00	0.00	29,929.00	29,929.00
29	Sleeves For Irrigation System	SRC	0.00	0.00	10,259.00	10,259.00
30	Bores For Irrigation System	w/ Sleeves	0.00	0.00	0.00	0.00
31	Irrigation System	**Central North**	0.00	0.00	104,696.00	104,696.00
32	Landscape	w/ Irrigation System	0.00	0.00	0.00	0.00
33	Selective Demolition	SRC	925.00	4,935.00	5,000.00	10,860.00
34	Renovation & Misc. Patching	SRC	800.00	2,940.00	10,000.00	13,740.00
35	Demolition of Existing Building	**Nabors Demolition**	0.00	0.00	135,500.00	135,500.00
36	Site Demolition	w/ Site Work	0.00	0.00	0.00	0.00
37	Termite Treatment	**AIS Commercial**	0.00	0.00	9,596.00	9,596.00
38	Drilled Piers	w/ Turnkey Concrete	0.00	0.00	0.00	0.00
39	Reinforcing Steel	w/ Turnkey Concrete	0.00	0.00	0.00	0.00
40	Turnkey Concrete Bid	**Miller Sierra**	0.00	0.00	1,759,900.00	1,759,900.00
41	Stain and Seal Concrete	**Lewisville Water.**	0.00	0.00	1,100.00	1,100.00
42	Grout	SRC	700.00	840.00	0.00	1,540.00
43	Structural Steel & Steel Joists	**C&F Steel**	752,398.00	0.00	0.00	752,398.00
44	Metal Roof Deck	w/ Structural Steel	0.00	0.00	0.00	0.00
45	Erection of Structural Steel & Joists	**Mr. Steel**	0.00	0.00	185,550.00	185,550.00
46	Insulation at Acoustical Roof Deck	w/ Roofing	0.00	0.00	0.00	0.00
47	Misc. Steel	**SRC**	0.00	0.00	17,626.00	17,626.00
48	Touch-Up Paint @ Steel	SRC	50.00	1,200.00	0.00	1,250.00
49	Cast Aluminum Step Nosings	**B&W Sales**	309.00	150.00	0.00	459.00
50	Expansion Joint Covers	**MM Systems**	890.00	920.00	0.00	1,810.00
51	Coal Tar Roofing & Sheet Metal	**J&J Roofing**	0.00	0.00	670,750.00	670,750.00
52	Metal Roofing Panels	w/ Roofing	0.00	0.00	0.00	0.00
53	Metal Wall Panels	w/ Roofing	0.00	0.00	0.00	0.00
54	Roof Hatch & Ladder Safety Posts	w/ Roofing	0.00	0.00	0.00	0.00
55	Masonry	**Shemek Masonry**	0.00	0.00	518,142.00	518,142.00
56	Rebar For Masonry	**CMC**	10,400.00	0.00	0.00	10,400.00
57	Shores & Forms For Masonry	SRC	1,000.00	3,000.00	0.00	4,000.00
58	Thru-Wall Flashing	**Lewisville Water.**	3,750.00	0.00	0.00	3,750.00

	A	B	C	D	E	F
59	Waterproof System at Grade Beam	**Lewisville Water.**	0.00	0.00	49,500.00	49,500.00
60	Dampproofing	w/ Waterproofing	0.00	0.00	0.00	0.00
61	Water Repellant Coating	w/ Waterproofing	0.00	0.00	0.00	0.00
62	Building Sealants	w/ Waterproofing	0.00	0.00	0.00	0.00
63	Site Sealants	w/ Waterproofing	0.00	0.00	0.00	0.00
64	Roof Carpentry	w/ Roofing	0.00	0.00	0.00	0.00
65	Rough Carpentry	SRC	7,274.58	14,507.29	0.00	21,781.86
66	Millwork / Casework	**JC Millwork**	0.00	0.00	360,024.00	360,024.00
67	Computer Keyboards	w/ Millwork	0.00	0.00	0.00	0.00
68	Hollow Metal Doors & Frames	**Piper Weatherford**	30,609.00	2,920.00	3,000.00	36,529.00
69	Wood Doors	**Piper Weatherford**	25,825.00	0.00	0.00	25,825.00
70	Finish Hardware	**Piper Weatherford**	91,300.00	0.00	0.00	91,300.00
71	Install Doors & Hardware	**Door Masters**	0.00	0.00	17,230.00	17,230.00
72	Access Doors	SRC	2,080.00	1,280.00	0.00	3,360.00
73	Overhead Coiling Counter Door	**OH Door of DFW**	0.00	0.00	3,952.00	3,952.00
74	Folding Security Door	**Won Door**	0.00	0.00	15,694.00	15,694.00
75	Storefront & Aluminum Windows	**B&H Glass Co.**	0.00	0.00	94,750.00	94,750.00
76	Clerestory	w/ Storefront	0.00	0.00	0.00	0.00
77	Glass & Glazing	w/ Storefront	0.00	0.00	0.00	0.00
78	Lath & Plaster	**Ronparco**	0.00	0.00	54,900.00	54,900.00
79	Drywall	**T&D Systems**	0.00	0.00	652,463.00	652,463.00
80	Acoustical Ceiling	w/ Drywall	0.00	0.00	0.00	0.00
81	Acoustical Wall Panels	w/ Drywall	0.00	0.00	0.00	0.00
82	Tectum Wall Panels	w/ Drywall	0.00	0.00	0.00	0.00
83	Firestopping	SRC	5,000.00	5,000.00	0.00	10,000.00
84	Ceramic & Quarry Tile	**Trinity Floors**	0.00	0.00	105,010.00	105,010.00
85	Resilient Flooring & Carpet	**Smith Floors**	0.00	0.00	144,675.00	144,675.00
86	Rubber Flooring at Time Out Rooms	w/ Resilient Flooring	0.00	0.00	0.00	0.00
87	Wood Treads & Risers at Stage	**Z Floors**	0.00	0.00	7,200.00	7,200.00
88	Protect Floors	SRC	1,000.00	1,000.00	0.00	2,000.00
89	Wax VCT	By Owner	0.00	0.00	0.00	0.00
90	Painting & Coatings	**Osprey Paint**	0.00	0.00	107,735.00	107,735.00
91	Visual Display Boards	**Claerhout**	0.00	0.00	26,500.00	26,500.00
92	Bulletin Board Cabinet	w/ Visual Display Bds	0.00	0.00	0.00	0.00
93	Display Case	w/ Visual Display Bds	0.00	0.00	0.00	0.00
94	Toilet Partitions	**Texas Chalkboard**	0.00	0.00	24,677.00	24,677.00
95	Toilet Accessories	w/ Toilet Partitions	0.00	0.00	0.00	0.00
96	Install Owner Furnished Accessories	w/ Toilet Partitions	0.00	810.00	0.00	810.00
97	Cubicle Curtain & Track	**B&W Sales**	372.00	60.00	0.00	432.00
98	Metal Louvers	**CAF Specialties**	1,600.00	150.00	0.00	1,750.00
99	Horizontal Blinds	**The Blind Depot**	0.00	0.00	3,500.00	3,500.00
100	Corner Guards	**B&W Sales**	3,500.00	2,482.00	0.00	5,982.00
101	Flagpole	**Morgan Francis**	9,140.00	250.00	0.00	9,390.00
102	Plastic Room Signs	BY PISD	0.00	0.00	0.00	0.00
103	Metal Building Letters	**CCSW**	1,802.00	500.00	0.00	2,302.00
104	Plaque	**CCSW**	667.00	50.00	0.00	717.00
105	Marquee Sign	**Mountain View Sp.**	7,150.00	750.00	0.00	7,900.00
106	Fire Extinguishers & Cabinets	**B&W Sales**	4,165.00	370.00	0.00	4,535.00
107	Knox Box	**TBS**	524.00	50.00	0.00	574.00
108	Drop Box & Envelope Depository	**Diebold**	2,198.00	150.00	0.00	2,348.00
109	Metal Lockers	**Republic Lockers**	0.00	0.00	41,092.00	41,092.00
110	Projector Mounts	BY PISD	0.00	0.00	0.00	0.00
111	Manual Classroom Projection Screens	BY PISD	0.00	0.00	0.00	0.00
112	Electrical Projection Screen	**Claerhout**	0.00	0.00	1,300.00	1,300.00
113	Dock Bumpers	**OH Door of DFW**	0.00	0.00	260.00	260.00
114	Folding Walls	**Fuhr Company**	0.00	0.00	20,865.00	20,865.00
115	Stage Curtains	**National Stage**	0.00	0.00	4,772.00	4,772.00
116	Residential Appliances	**Ed Kellum + 10%**	0.00	0.00	9,620.60	9,620.60

	A	B	C	D	E	F
117	Exterior Basketball Goals	w/ Gym Equipment	0.00	500.00	0.00	500.00
118	Gym Equipment	**Aalco**	0.00	275.00	21,272.00	21,547.00
119	Wall Pads at Time Out Rooms	w/ Gym Equipment	0.00	0.00	0.00	0.00
120	Equipment Screens	**City Scapes**	0.00	0.00	45,985.00	45,985.00
121	Walkway Canopy	**AVAdek**	0.00	0.00	66,621.00	66,621.00
122	Cooler/Freezer Floor	SRC	686.85	996.00	0.00	1,682.85
123	Food Service Equipment	**Supreme Fixture**	0.00	0.00	295,745.00	295,745.00
124	Final Clean-up	SRC	0.00	0.00	10,795.50	10,795.50
125	Misc. Equip. (Tractor, Scaffold, Lifts, Crar	SRC	30,690.00	13,200.00	0.00	43,890.00
126	Fire Sprinkler System	**Recon Fire Prot.**	0.00	0.00	105,000.00	105,000.00
127	Site Utilities	**Southern Mech.**	0.00	0.00	186,370.00	186,370.00
128	Plumbing	**Atmac**	0.00	0.00	732,600.00	732,600.00
129	HVAC	**Lassiter A/C**	0.00	0.00	1,266,681.00	1,266,681.00
130	Purchase MPE Cadd Discs from RWB	6 sets	0.00	0.00	1,500.00	1,500.00
131	Control System for HVAC	**TAC**	0.00	0.00	175,666.00	175,666.00
132	Add controllers at (4) AHU's	**TAC**	0.00	0.00	22,962.00	22,962.00
133	Electrical	**Able Electric**	0.00	0.00	899,829.00	899,829.00
134	Fire Alarm System	w/ Electrical	0.00	0.00	0.00	0.00
135	Public Address System	w/ Electrical	0.00	0.00	0.00	0.00
136	Stage Sound System	w/ Electrical	0.00	0.00	0.00	0.00
137	Security System	BY PISD	0.00	0.00	0.00	0.00
138	Sales Tax on Unincorporated Items		0.00	0.00	9,018.00	9,018.00
139	Temp. Power & Utilities Allowance		75,000.00	0.00	0.00	75,000.00
140	Contingency Allowance		125,000.00	0.00	0.00	125,000.00
141						
142			1,418,984.38	511,155.79	9,339,763.10	11,269,903.26
143					11,269,903.26	
144	PROJECT DURATION	16.00	Months			
145						
146	INSURANCE:	RATE	BASIS	INS. AMOUNT		
147	Builder's Risk	0.00010	11,800,715.71	18,881.15		
148	General Liab. - Sub	0.00380	9,339,763.10	35,489.10		
149	General Liab. - Compl. Op.	0.00220	11,800,715.71	25,961.57		
150	OCP Liability	0.00085	11,800,715.71	10,030.61		
151	TOTAL INSURANCE			90,362.43		90,362.43
152						
153	Subtotal B					11,360,265.69
154						
155	Bond					96,412.84
156						
157	Subtotal C					11,456,678.53
158						
159	Construction Services Fee	Insert %:	3.00%			343,700.36
160						
161	Total Bid					**11,800,378.88**
162			**GMP**	**11,800,379.00**		

Code	Description of Work	Notes	Total Estimated Quantity	Units	Unit Price Mat'l	Total Estimated Mat'l Cost	Unit Price Labor	Total Estimated Labor Cost	Unit Price Sub	Total Estimated Sub Cost	Totals
	General Conditions										
	Mobilization		1	ls	$200.00	$200.00	$300.00	$300.00	$0.00	$0.00	
	Superintendent	Enter Months:	16.00	mths	$0.00	$0.00	$7,605.00	$121,680.00	$0.00	$0.00	
	Assistant Superintendent	Enter Months:	16.00	mths	$0.00	$0.00	$6,197.00	$99,152.00	$0.00	$0.00	
	Labor Foreman	Enter Months:	16.00	mths	$0.00	$0.00	$5,797.00	$92,752.00	$0.00	$0.00	
	Project Manager	Enter Months:	16.00	mths	$0.00	$0.00	$5,506.00	$88,096.00	$0.00	$0.00	
	Temp Office		16.00	mths	$300.00	$4,800.00	$0.00	$0.00	$0.00	$0.00	
	Temp Telephone		16.00	mths	$250.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	
	Temp Toilets	4 units	16.00	mths	$320.00	$5,120.00	$0.00	$0.00	$0.00	$0.00	
	Temp Utilities for Office		16.00	mths	$250.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	
	Transportation	1500/month x 2 vehicles	16.00	mths	$3,000.00	$48,000.00	$0.00	$0.00	$0.00	$0.00	
	Small Tools		1	ls	$2,500.00	$2,500.00	$0.00	$0.00	$0.00	$0.00	
	Ice & Cups		16.00	mths	$50.00	$800.00	$0.00	$0.00	$0.00	$0.00	
	Up & Down Charges		1.00	ls	$500.00	$500.00	$0.00	$0.00	$0.00	$0.00	
	Construction Schedule		1	ls	$1,500.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	
	As-Built Drawings- Mylars & CD		1	ls	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	
	Fax Machine		1	ls	$300.00	$300.00	$0.00	$0.00	$0.00	$0.00	
	Fax Line		16.00	mths	$150.00	$2,400.00	$0.00	$0.00	$0.00	$0.00	
	Storage Trailer	5 units @ $150	16.00	mths	$750.00	$12,000.00	$0.00	$0.00	$0.00	$0.00	
	Job Signage		1	ls	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	$0.00	
	Security System for Office		16.00	mths	$50.00	$800.00	$0.00	$0.00	$0.00	$0.00	
	Sweep Parking Lot		16	hrs	$115.00	$1,840.00	$0.00	$0.00	$0.00	$0.00	
	Deliver & Pick up Office		1	ls	$1,250.00	$1,250.00	$0.00	$0.00	$0.00	$0.00	
	Deliver & Pick up Temp. Storage		5	ea	$250.00	$1,250.00	$0.00	$0.00	$0.00	$0.00	
	Temporary Fire Protection		1	ls	$500.00	$500.00	$0.00	$0.00	$0.00	$0.00	
	Progress Photographs		16.00	mos	$150.00	$2,400.00	$0.00	$0.00	$0.00	$0.00	
	Mobile Phone		16.00	mths	$450.00	$7,200.00	$0.00	$0.00	$0.00	$0.00	
	Radios		1	ls	$400.00	$400.00	$0.00	$0.00	$0.00	$0.00	
	Computer & Printer		1	ls	$750.00	$750.00	$0.00	$0.00	$0.00	$0.00	
	Worker ID & Background Check		1	ls	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	
	Internet Service		16.00	mths	$75.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	
	Shut-Down Services		1	ls	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	
	Move Furniture		1	ls	$0.00	$0.00	$4,000.00	$4,000.00	$0.00	$0.00	
	Printing Costs		1	ls	$10,000.00	$10,000.00	$0.00	$0.00	$0.00	$0.00	
						$127,710.00		$405,980.00		$0.00	$533,690.00
	Construction Fence										
	Fence	6' High on Dirt	1570	lf	$4.00	$6,280.00	$0.00	$0.00	$0.00	$0.00	
	Traffic Gates	24'	2	ea	$500.00	$1,000.00	$0.00	$0.00	$0.00	$0.00	
	Walk Gates	24'	1	ea	$300.00	$300.00	$0.00	$0.00	$0.00	$0.00	
						$7,580.00		$0.00		$0.00	$7,580.00
	Tree Protection										
	Fence	6' High on Dirt	1200	lf	$2.00	$2,400.00	$0.00	$0.00	$0.00	$0.00	
						$2,400.00		$0.00		$0.00	$2,400.00
	Hand Water Existing Trees										
	Hand Watering		3	mos.	$150.00	$450.00	$1,000.00	$3,000.00	$0.00	$0.00	
						$450.00		$3,000.00		$0.00	$3,450.00
	Project Clean-up & Dumpsters										
	Job Site Clean-up		65,565	sf	$0.03	$1,966.95	$0.30	$19,669.50	$0.00	$0.00	
	Dumpster		16.00	mths	$1,200.00	$19,200.00	$0.00	$0.00	$0.00	$0.00	
						$21,166.95		$19,669.50		$0.00	$40,836.45

Code	Description of Work	Notes	Total Estimated Quantity	Units	Unit Price Mat'l	Total Estimated Mat'l Cost	Unit Price Labor	Total Estimated Labor Cost	Unit Price Sub	Total Estimated Sub Cost	Totals
	Project Safety										
	Safety Plan & Job Hazard Analysis		16.00	mos	$500.00	$8,000.00	$0.00	$0.00	$0.00	$0.00	
	Safety Equipment & Fall Protection		1	ls	$2,000.00	$2,000.00	$3,000.00	$3,000.00	$0.00	$0.00	
	Temporary Barricades		1	ls	$2,000.00	$2,000.00	$500.00	$500.00	$0.00	$0.00	
						$12,000.00		$3,500.00		$0.00	$15,500.00
	Layout & Engineering										
	Registered Surveyor		160	hrs	$120.00	$19,200.00	$0.00	$0.00	$0.00	$0.00	
	Layout Verification		40	hrs	$120.00	$4,800.00	$0.00	$0.00	$0.00	$0.00	
						$24,000.00		$0.00		$0.00	$24,000.00
	Temporary Partitions / Dust Protection										
	Temp. Partitions	Install & Remove	1	ls	$2,000.00	$2,000.00	$5,000.00	$5,000.00	$0.00	$0.00	
						$2,000.00		$5,000.00		$0.00	$7,000.00
	Erosion Control Devices										
	Install Construction Entrance	1500 sf	1	ea	$0.00	$0.00	$0.00	$0.00	$2,500.00	$2,500.00	
	Maintain Construction Entrance	1500 sf	1	ea	$500.00	$500.00	$1,000.00	$1,000.00	$0.00	$0.00	
	Remove Construction Entry		1	ea	$500.00	$500.00	$200.00	$200.00	$0.00	$0.00	
	Install Inlet Protection		2	ea	$0.00	$0.00	$0.00	$0.00	$150.00	$300.00	
	Maintain Inlet Protection		2	ea	$10.00	$20.00	$25.00	$50.00	$0.00	$0.00	
	Remove Inlet Protection		2	ea	$2.00	$4.00	$10.00	$20.00	$0.00	$0.00	
	InstallSilt Fence		2000	ea	$0.00	$0.00	$0.00	$0.00	$2.50	$5,000.00	
	Maintain Silt Fence		2000	ea	$0.25	$500.00	$0.50	$1,000.00	$0.00	$0.00	
	Remove Silt Fence		2000	ea	$0.20	$400.00	$0.00	$0.00	$0.00	$0.00	
	SWPPP		1	ea	$1,500.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	
						$3,424.00		$2,270.00		$7,800.00	$13,494.00
	Site Work										
	Saw Cut Existing Paving & Walks	603	0	lf	$2.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	Saw Cut Existing Curb	12	0	ea	$5.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	Remove Exist. Flagpole	1	0	ea	$10.00	$0.00	$30.00	$0.00	$0.00	$0.00	
	Reset Exist. Light Poles	9	0	ea	$50.00	$0.00	$150.00	$0.00	$0.00	$0.00	
	Remove Exist. Light Pole Bases	9	0	ea	$100.00	$0.00	$200.00	$0.00	$0.00	$0.00	
	Repair Landscaping		1	ls	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$0.00	$0.00	
	Hand Water Exist Trees		3	mos	$100.00	$300.00	$1,000.00	$3,000.00	$0.00	$0.00	
	Respread Topsoil		40	hrs	$150.00	$6,000.00	$0.00	$0.00	$0.00	$0.00	
	Relocate Exist. Power Pole		1	ea	$6,500.00	$6,500.00	$0.00	$0.00	$0.00	$0.00	
	Relocate Exist. Fire Hydrants	Sub	0	ea	$500.00	$0.00	$4,000.00	$0.00	$0.00	$0.00	
	Blade Site		40	hrs	$80.00	$3,200.00	$0.00	$0.00	$0.00	$0.00	
	Pump Water		1	ls	$500.00	$500.00	$2,500.00	$2,500.00	$0.00	$0.00	
	Hand Labor for Site Work		400	hrs	$0.00	$0.00	$18.00	$7,200.00	$0.00	$0.00	
						$17,500.00		$14,200.00		$0.00	$31,700.00
	Lime Stabilization	SUB									
	At New Concrete Paving		0	sy	$0.00	$0.00	$0.00	$0.00	$3.75	$0.00	
						$0.00		$0.00		$0.00	$0.00
	Remove Top Of Expan. Joint										
	Remove Exp. Jt. Rip Strip @ Paving		784	lf	$0.00	$0.00	$0.25	$196.00	$0.00	$0.00	
	Remove Exp. Jt. Rip Strip @ Sidewalks		1500	lf	$0.00	$0.00	$0.25	$375.00	$0.00	$0.00	
						$0.00		$571.00		$0.00	$571.00

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	Light Pole Bases	SUB									
	Drill Pier		16	ea	$0.00	$0.00	$150.00	$2,400.00	$0.00	$0.00	
	Pier Cap Form		16	ea	$50.00	$800.00	$75.00	$1,200.00	$0.00	$0.00	
	Set Anchor Bolts		48	ea	$0.00	$0.00	$8.00	$384.00	$0.00	$0.00	
	Concrete		19	cy	$90.00	$1,710.00	$60.00	$1,140.00	$0.00	$0.00	
	Finish Top of Base		16	ea	$0.00	$0.00	$15.00	$240.00	$0.00	$0.00	
						$2,510.00		$5,364.00		$0.00	$7,874.00
	Flagpole Base	SUB									
	Hand Excavate		1	cy	$0.00	$0.00	$75.00	$75.00	$0.00	$0.00	
	Set Sleeve		1	ea	$0.00	$0.00	$25.00	$25.00	$0.00	$0.00	
	Concrete		1	cy	$90.00	$90.00	$60.00	$60.00	$0.00	$0.00	
	Finish Top of Base		1	ea	$0.00	$0.00	$15.00	$15.00	$0.00	$0.00	
						$90.00		$175.00		$0.00	$265.00
	Pipe Bollards	SUB									
	Hand Excavate	12" Dia. X 3'0"	29	ea	$0.00	$0.00	$50.00	$1,450.00	$0.00	$0.00	
	Set Bollard		29	ea	$0.00	$0.00	$25.00	$725.00	$0.00	$0.00	
	Concrete		4	cy	$90.00	$360.00	$40.00	$160.00	$0.00	$0.00	
	Finish Top of Base		29	ea	$0.00	$0.00	$10.00	$290.00	$0.00	$0.00	
						$360.00		$2,625.00		$0.00	$2,985.00
	Stain HC Ramps										
	Stain Ramps		14	ea	$0.00	$0.00	$0.00	$0.00	$100.00	$1,400.00	
						$0.00		$0.00		$1,400.00	$1,400.00
	HC Signage	SUB									
	Hand Excavate for Posts	8" DIA X 18" Deep	4	ea	$0.00	$0.00	$50.00	$200.00	$0.00	$0.00	
	Set Posts	2 3/8" DIA X 8' Long	4	ea	$0.00	$0.00	$25.00	$100.00	$0.00	$0.00	
	Concrete	3000 PSI	1	cy	$0.00	$0.00	$150.00	$150.00	$0.00	$0.00	
	Finish Top of Posts		4	ea	$0.00	$0.00	$10.00	$40.00	$0.00	$0.00	
	Bolt Signs to Posts	12" X 18" HC "Reserved Parking"	4	ea	$0.00	$0.00	$15.00	$60.00	$0.00	$0.00	
						$0.00		$550.00		$0.00	$550.00
	Site Signage										
	Hand Excavate for Posts	8" DIA X 18" Deep	16	ea	$0.00	$0.00	$50.00	$800.00	$0.00	$0.00	
	Set Posts	2 3/8" DIA X 8' Long	16	ea	$0.00	$0.00	$25.00	$400.00	$0.00	$0.00	
	Concrete	3000 PSI	2	cy	$0.00	$0.00	$150.00	$300.00	$0.00	$0.00	
	Finish Top of Posts		16	ea	$0.00	$0.00	$10.00	$160.00	$0.00	$0.00	
	Bolt Signs to Posts		10	ea	$0.00	$0.00	$30.00	$300.00	$0.00	$0.00	
						$0.00		$1,960.00		$0.00	$1,960.00
	Wheelstops	SUB									
	6" x 6" x 6'		4	ea	$50.00	$200.00	$50.00	$200.00	$0.00	$0.00	
						$200.00		$200.00		$0.00	$400.00
	Splashblocks										
	12" x 12" x 6"		11	ea	$35.00	$385.00	$30.00	$330.00	$0.00	$0.00	
						$385.00		$330.00		$0.00	$715.00
	Bicycle Racks										
	9' Ribbon Racks		7	ea	$639.00	$4,473.00	$150.00	$1,050.00	$0.00	$0.00	
						$4,473.00		$1,050.00		$0.00	$5,523.00

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	Gates @ Screen Wall										
	Set Tube Posts 2"x2"x5'9"		2	ea	$20.00	$40.00	$100.00	$200.00	$0.00	$0.00	
	Set Gate Frame	4'-0" x 5'-10"	1	ea	$0.00	$0.00	$150.00	$150.00	$0.00	$0.00	
						$40.00		$350.00		$0.00	$390.00
	Irrigation Sleeves										
	Machine Excavation		55	cy	$15.00	$819.44	$0.00	$0.00	$0.00	$0.00	
	Fine Grade		590	sf	$0.00	$0.00	$0.25	$147.50	$0.00	$0.00	
	Lay 4" Schedule 40 PVC		1000	lf	$1.29	$1,290.00	$0.50	$500.00	$0.00	$0.00	
	4" End Caps		94	ea	$1.00	$94.00	$2.00	$188.00	$0.00	$0.00	
	4" Coupling		17	ea	$2.00	$34.00	$2.00	$34.00	$0.00	$0.00	
	Backfill		55	cy	$15.00	$825.00	$0.00	$0.00	$0.00	$0.00	
	Prime & Glue		1	ls	$30.00	$30.00	$0.00	$0.00	$0.00	$0.00	
	Mark Curb		94	ea.	$0.00	$0.00	$5.00	$470.00	$0.00	$0.00	
						$3,092.44		$1,339.50		$0.00	$4,431.94
	Bores for Irrigation Sleeves										
	Borings	5 each - 35' long	175	lf	$0.00	$0.00	$0.00	$0.00	$25.00	$4,375.00	
						$0.00		$0.00		$4,375.00	$4,375.00
	Selective Demolition										
	Remove Exist. Masonry Veneer	2016	0	sf	$2.00	$0.00	$5.00	$0.00	$0.00	$0.00	
	Remove Exist. Sheathing	2016	0	sf	$0.25	$0.00	$1.50	$0.00	$0.00	$0.00	
	Remove Exist. Wall Insulation	2016	0	sf	$0.25	$0.00	$0.50	$0.00	$0.00	$0.00	
	Remove Exist. Coping	328	0	lf	$1.00	$0.00	$4.00	$0.00	$0.00	$0.00	
	Remove Exist. Sheathing at Parapet	288	0	sf	$0.25	$0.00	$1.50	$0.00	$0.00	$0.00	
	Remove Exist. Windows	3' x 8' - To be Reused - 12 each	0	ea	$5.00	$0.00	$35.00	$0.00	$0.00	$0.00	
	Remove Exist. Base	200	0	lf	$0.05	$0.00	$0.25	$0.00	$0.00	$0.00	
	Remove Exist. Carpet	1526	0	sf	$0.05	$0.00	$0.25	$0.00	$0.00	$0.00	
	Remove Exist. GB Wall	240	0	sf	$0.05	$0.00	$0.50	$0.00	$0.00	$0.00	
	Remove Exist. Lay-in Ceiling	1526	0	sf	$0.05	$0.00	$0.50	$0.00	$0.00	$0.00	
	Remove Exist. GB Wall	240	0	sf	$0.05	$0.00	$0.50	$0.00	$0.00	$0.00	
	Remove Exist. Computer Cabinets	12	0	lf	$5.00	$0.00	$40.00	$0.00	$0.00	$0.00	
	Bushhammer Entry Slabs for Topping		85	sf	$1.00	$85.00	$3.00	$255.00	$0.00	$0.00	
	New Topping at Entries		85	sf	$4.00	$340.00	$8.00	$680.00	$0.00	$0.00	
	Misc. Demolition		1	ls	$500.00	$500.00	$4,000.00	$4,000.00	$5,000.00	$5,000.00	
						$925.00		$4,935.00		$5,000.00	$10,860.00
	Renovation & Misc. Patching										
	Patch Walls at Existing Classroom		1	ls	$0.00	$0.00	$0.00	$0.00	$5,000.00	$5,000.00	
	Reinstall Windows		8	ea	$25.00	$200.00	$80.00	$640.00	$0.00	$0.00	
	Remove Exist. RTU Screens		1	ea	$100.00	$100.00	$300.00	$300.00	$0.00	$0.00	
	Misc. Renovation		1	ls	$500.00	$500.00	$2,000.00	$2,000.00	$5,000.00	$5,000.00	
						$800.00		$2,940.00		$10,000.00	$13,740.00
	Stain and Seal Concrete										
	Seal Concrete		1342	sf	$1.00	$1,342.00	$3.00	$4,026.00	$0.00	$0.00	
						$1,342.00		$4,026.00		$0.00	$5,368.00
	Grout										
	Grout for Columns	1 1/2" x 15 x 15	140	ea	$5.00	$700.00	$6.00	$840.00	$0.00	$0.00	
						$700.00		$840.00		$0.00	$1,540.00

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	Insulation at Acoustical Deck										
	Place Insulation at Flutes		4200	sf	$0.00	$0.00	$0.50	$2,100.00	$0.00	$0.00	
						$0.00		$2,100.00		$0.00	$2,100.00
	Miscellaneous Steel										
	Anchor Bolts		560	ea	$0.00	$0.00	$5.00	$2,800.00	$0.00	$0.00	
	Embed Plate l 4 x 4 x 1/4 at Cols.		4	ea	$0.00	$0.00	$4.00	$16.00	$0.00	$0.00	
	Embed Plate l 0 x 4 x 1/4 at Cols.		4	ea	$0.00	$0.00	$4.00	$16.00	$0.00	$0.00	
	Embed Plate 1/2 x 6 x 2'-8" at Cols.		2	ea	$0.00	$0.00	$6.00	$12.00	$0.00	$0.00	
	Embed Plate 3/8 x l 0 x 10 at Beams		20	ea	$0.00	$0.00	$5.00	$100.00	$0.00	$0.00	
	Roof Opening Frames		22	ea	$0.00	$0.00	$25.00	$550.00	$0.00	$0.00	
	Roof Drain Frames		70	ea	$0.00	$0.00	$25.00	$1,750.00	$0.00	$0.00	
	Welded Masonry Anchors		200	ea	$0.00	$0.00	$5.00	$1,000.00	$0.00	$0.00	
	Plate and Tube Assembly for Wall Mounted Canopies		28	ea	$0.00	$0.00	$10.00	$280.00	$0.00	$0.00	
	Welded Brick Lintels for Wall Mounted Canopies		2	ea	$0.00	$0.00	$25.00	$50.00	$0.00	$0.00	
	Exterior Wall Mounted Rail at Ramp		62	lf	$0.00	$0.00	$6.00	$372.00	$0.00	$0.00	
	Guardrail at Exterior at Ramp	3'-6" High	66	lf	$0.00	$0.00	$10.00	$660.00	$0.00	$0.00	
	Exterior Ground Mounted Handrail	2'-10" High	31	lf	$0.00	$0.00	$10.00	$310.00	$0.00	$0.00	
	Exterior Wall Mounted Handrail		20	lf	$0.00	$0.00	$6.00	$120.00	$0.00	$0.00	
	Int. Wall Mounted at Gym Ramp		80	lf	$0.00	$0.00	$6.00	$480.00	$0.00	$0.00	
	Int. Wall Mounted at Stage Step		12	lf	$0.00	$0.00	$6.00	$72.00	$0.00	$0.00	
	Ext. Wall Mounted at Exterior Step		7	lf	$0.00	$0.00	$6.00	$42.00	$0.00	$0.00	
	Ground Mounted at Exterior Steps	2'-10" High	7	lf	$0.00	$0.00	$10.00	$70.00	$0.00	$0.00	
	Embed Plate atEdge of Ramp	Continuous	66	lf	$0.00	$0.00	$5.00	$330.00	$0.00	$0.00	
	Lintel Angles at Doors	7'8" long	7	ea	$0.00	$0.00	$15.00	$105.00	$0.00	$0.00	
	Lintel Angles at Doors	4'8" long	4	ea	$0.00	$0.00	$10.00	$40.00	$0.00	$0.00	
	Lintel Angles at Louvers	5'4" long	2	ea	$0.00	$0.00	$11.00	$22.00	$0.00	$0.00	
	Lintel Angles at Windows	8'5" long Curved	2	ea	$0.00	$0.00	$26.00	$52.00	$0.00	$0.00	
	Lintel Angles at Windows	8'4" long	1	ea	$0.00	$0.00	$17.00	$17.00	$0.00	$0.00	
	Lintel Angles at Windows	5'4" long	5	ea	$0.00	$0.00	$11.00	$55.00	$0.00	$0.00	
	Lintel Angles at Windows	4'8" long	37	ea	$0.00	$0.00	$10.00	$370.00	$0.00	$0.00	
	Header Angles at Storefront	19'0" long	1	ea	$0.00	$0.00	$57.00	$57.00	$0.00	$0.00	
	Header Angles at Storefront	18'0" long Curved	2	ea	$0.00	$0.00	$54.00	$108.00	$0.00	$0.00	
	Header Angles at Storefront	16'0" long	1	ea	$0.00	$0.00	$48.00	$48.00	$0.00	$0.00	
	Header Angles at Storefront	7'8" long	1	ea	$0.00	$0.00	$23.00	$23.00	$0.00	$0.00	
	Header Angles at Storefront	6'4" long	1	ea	$0.00	$0.00	$19.00	$19.00	$0.00	$0.00	
	Half Wall Angle Frame	2'10" high x 4'0" long	1	ea	$0.00	$0.00	$36.00	$36.00	$0.00	$0.00	
	Half Wall Angle Frame	6'0" high x 6'0" long	1	ea	$0.00	$0.00	$72.00	$72.00	$0.00	$0.00	
	Ladder to Roof Access	2' x 16'	1	ea	$0.00	$0.00	$80.00	$80.00	$0.00	$0.00	
	Roof Ladder at Parapet	8' high	2	ea	$0.00	$0.00	$120.00	$240.00	$0.00	$0.00	
	Roof Ladder at Parapet	6' high	1	ea	$0.00	$0.00	$90.00	$90.00	$0.00	$0.00	
	Roof Ladder at Parapet	4' high	1	ea	$0.00	$0.00	$60.00	$60.00	$0.00	$0.00	
	Misc. Labor		1	ls	$0.00	$0.00	$3,000.00	$3,000.00	$0.00	$0.00	
						$0.00		$13,524.00		$0.00	$13,524.00
	Touch-up Paint at Steel										
	Materials		1	ls	$50.00	$50.00	$0.00	$0.00	$0.00	$0.00	
	Labor		40	hrs	$0.00	$0.00	$30.00	$1,200.00	$0.00	$0.00	
						$50.00		$1,200.00		$0.00	$1,250.00
	Cast Alum. Step Nosings										
	5' long		5	ea		$0.00	$30.00	$150.00	$0.00	$0.00	
						$0.00		$150.00		$0.00	$150.00

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	Expansion Joint Assemblies										
	Floor to Floor		30	lf	$0.00	$0.00	$12.00	$360.00	$0.00	$0.00	
	Wall to Wall 180 degrees		45	lf	$0.00	$0.00	$8.00	$360.00	$0.00	$0.00	
	Ceiling to Ceiling		25	lf	$0.00	$0.00	$8.00	$200.00	$0.00	$0.00	
						$0.00		$920.00		$0.00	$920.00
	Roof Hatch										
	3'-0" x 4'-0"		1	ea	$0.00	$0.00	$150.00	$150.00	$0.00	$0.00	
	Safety Ladder & Guard Rail		1	ea	$0.00	$0.00	$100.00	$100.00	$0.00	$0.00	
						$0.00		$250.00		$0.00	$250.00
	Shores and Forms for Masonry										
	At CMU Lintels		5	lf		$0.00	$30.00	$150.00	$0.00	$0.00	
						$0.00		$150.00		$0.00	$150.00
	Roof Blocking										
	2x6 Blocking at Roof Curbs	14' - 60 pcs. FR	840	fbm	$0.95	$798.00	$2.25	$1,890.00	$0.00	$0.00	
	1x6 Blocking at Roof Curbs	14' - 30 pcs. FR	210	fbm	$0.95	$199.50	$4.50	$945.00	$0.00	$0.00	
	2x4 Blocking at Roof Drains	10' - 56 pcs. FR	373	fbm	$0.95	$354.63	$2.75	$1,026.56	$0.00	$0.00	
	3/4 PW @ Parapet Coping 12" wide	22 sheets FR	704	sf	$1.30	$915.20	$2.00	$1,408.00	$0.00	$0.00	
	2x8 Blocking at Coping	10' - 30 pcs. FR	400	fbm	$0.95	$380.00	$2.00	$800.00	$0.00	$0.00	
	2x6 Blocking at Coping	10' - 15 pcs. FR	150	fbm	$0.95	$142.50	$2.25	$337.50	$0.00	$0.00	
	1x6 Blocking at Coping	10' - 15 pcs. FR	75	fbm	$0.95	$71.25	$4.50	$337.50	$0.00	$0.00	
	1/2 PW Sheathing @ Parapet 6' high	34 sheets FR	1088	sf	$1.00	$1,088.00	$1.00	$1,088.00	$0.00	$0.00	
	1/2 PW Sheathing @ Parapet 5' high	42 sheets FR	1344	sf	$1.30	$1,747.20	$1.00	$1,344.00	$0.00	$0.00	
	1/2 PW Sheathing @ Parapet 3' high	74 sheets FR	2368	sf	$1.30	$3,078.40	$1.00	$2,368.00	$0.00	$0.00	
	1/2 PW Sheathing @ Parapet 2' high	36 sheets FR	1152	sf	$1.30	$1,497.60	$1.00	$1,152.00	$0.00	$0.00	
	3/4 PW @ Roof E. J. 18" wide	32 sheets FR	1024	sf	$1.30	$1,331.20	$2.00	$2,048.00	$0.00	$0.00	
	3/4 PW @ Roof E. J. 14" wide	22 sheets FR	704	sf	$1.30	$915.20	$2.00	$1,408.00	$0.00	$0.00	
	2x6 at Roof E.J.	10' - 100 pcs. FR	1000	fbm	$0.95	$950.00	$2.25	$2,250.00	$0.00	$0.00	
	1x6 at Roof E.J.	10' - 50 pcs. FR	250	fbm	$0.95	$237.50	$4.50	$1,125.00	$0.00	$0.00	
	2x4 Spacer at Top Of Parapet	12' - 13 pcs. FR	104	fbm	$0.95	$98.70	$2.75	$285.71	$0.00	$0.00	
	2x8 at Top of Parapet	10' - 50 pcs. FR	667	fbm	$0.95	$633.18	$2.00	$1,333.00	$0.00	$0.00	
	2x12 at Top of Parapet	12' - 115 pcs. FR	2760	fbm	$0.95	$2,622.00	$1.60	$4,416.00	$0.00	$0.00	
	4x4 Wood Cant	10' - 25 pcs. FR	333	fbm	$0.95	$316.59	$2.00	$666.50	$0.00	$0.00	
	2x12 Blocking at Area Div. Curb	10' - 8 pcs. FR	160	fbm	$0.95	$152.00	$1.60	$256.00	$0.00	$0.00	
	2x8 Blocking at Area Div. Curb	10' - 8 pcs. FR	107	fbm	$0.95	$101.31	$2.00	$213.28	$0.00	$0.00	
	2x10 Framing at Equipment Supports	8' - 20 pcs FR	267	fbm	$0.95	$253.32	$1.80	$479.98	$0.00	$0.00	
	3/4 PW Cover at Equip. Supports	8 sheets FR	256	sf	$1.30	$332.80	$2.00	$512.00	$0.00	$0.00	
	2x8 Blocking at Fascia of Metal Roof	12' - 4 pcs. FR	64	fbm	$0.95	$60.78	$2.00	$127.97	$0.00	$0.00	
	2x6 Blocking at Fascia of Metal Roof	12' - 4 pcs. FR	48	fbm	$0.95	$45.60	$2.25	$108.00	$0.00	$0.00	
	3/4 PW Deck at Metal Roof	22 sheets FR	640	sf	$1.30	$832.00	$2.00	$1,280.00	$0.00	$0.00	
	3/4 PW at Rake of Metal Roof	3 sheets FR	96	sf	$1.30	$124.80	$2.00	$192.00	$0.00	$0.00	
	2" Batt Insulation		360	sf	$1.00	$360.00	$2.00	$720.00	$0.00	$0.00	
	Nails, Shots, Screws, Etc.		1	ls	$750.00	$750.00	$0.00	$0.00	$0.00	$0.00	
	Misc. Carpentry		1	ls	$500.00	$500.00	$1,500.00	$1,500.00	$0.00	$0.00	
						$20,889.26		$31,618.01		$0.00	$52,507.27
	Rough Carpentry										
	2x12 Blocking @ Proj. Screen	12' - 2 pcs. FR	48	fbm	$0.95	$45.60	$1.60	$76.80	$0.00	$0.00	
	2x8 Blocking @ Door Frames	10' - 34 pcs. FR	453	fbm	$0.95	$430.56	$2.00	$906.44	$0.00	$0.00	
	2x6 Blocking @ Door Frames	10' - 74 pcs. FR	740	fbm	$0.95	$703.00	$2.25	$1,665.00	$0.00	$0.00	
	1x4 Blocking @ Door Frames	10' - 28 pcs. FR	93	fbm	$0.95	$88.58	$5.00	$466.20	$0.00	$0.00	
	2x6 Blocking @ Lockers	10' - 96 pcs. FR	960	fbm	$0.95	$912.00	$2.25	$2,160.00	$0.00	$0.00	
	1x4 Blocking @ Tectum Panels	10' - 260 pcs. FR SUB	0	fbm	$0.95	$0.00	$5.00	$0.00	$0.00	$0.00	

Code	Description of Work	Notes	Total Estimated Quantity	Units	Unit Price Mat'l	Total Estimated Mat'l Cost	Unit Price Labor	Total Estimated Labor Cost	Unit Price Sub	Total Estimated Sub Cost	Totals
	2x6 Blocking @ Handrails	10' - 12 pcs. FR SUB	0	fbm	$0.95	$0.00	$2.25	$0.00	$0.00	$0.00	
	2x6 Blocking @ Millwork	10' - 500 pcs. FR SUB	0	fbm	$0.95	$0.00	$2.25	$0.00	$0.00	$0.00	
	2x6 Blocking @ Access. & FEC's	10' - 50 pcs. FR SUB	0	fbm	$0.95	$0.00	$2.25	$0.00	$0.00	$0.00	
	2x10 Blocking @ Window Sill	10' - 17 pcs. FR	283	fbm	$0.95	$269.06	$1.80	$509.80	$0.00	$0.00	
	1x4 Blocking @ Window Sill	10' - 17 pcs. FR	57	fbm	$0.95	$53.78	$5.00	$283.05	$0.00	$0.00	
	2x6 Blocking @ Misc. Items	10' - 200 pcs. FR	2000	fbm	$0.95	$1,900.00	$2.25	$4,500.00	$0.00	$0.00	
	3/4 PW @ Walls Of Rooms	45 sheets AC Fire Ret	1440	sf	$1.30	$1,872.00	$1.00	$1,440.00	$0.00	$0.00	
	Nails, Shots, Screws, Etc.		1	ls	$500.00	$500.00	$0.00	$0.00	$0.00	$0.00	
	Misc. Carpentry		1	ls	$500.00	$500.00	$2,500.00	$2,500.00	$0.00	$0.00	
						$7,274.58		$14,507.29		$0.00	$21,781.86
	Hollow Metal Doors & Frames										
	3'-0"X7'-0"	Door Slabs - Flush	4	ea	$0.00	$0.00	$0.00	$0.00	$150.00	$600.00	
	3'-6"X7'-0"	Door Slabs - Flush	1	ea	$0.00	$0.00	$0.00	$0.00	$150.00	$150.00	
	3'-6"X7'-0"	Door Slabs - Flush w/ Peep Hole	1	ea	$0.00	$0.00	$0.00	$0.00	$150.00	$150.00	
	3'-0"X7'-0"	Door Slabs - w/ Narrow Light	2	ea	$0.00	$0.00	$0.00	$0.00	$150.00	$300.00	
	3'-0"X7'-0"	Door Slabs - w/ Full Glass	12	ea	$0.00	$0.00	$0.00	$0.00	$150.00	$1,800.00	
	3'-0"X7'-0"	5 7/8" Frames (NR) in Drywall	58	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	3'-0"X7'-0"	5 7/8" Frames (NR) in Masonry	4	ea	$0.00	$0.00	$110.00	$440.00	$0.00	$0.00	
	3'-0"X7'-0"	8 1/4" Frames (NR) in Drywall	5	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	3'-0"X7'-0"	5 7/8" Frames (20 Min.) in Drywall	11	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	3'-0"X7'-0"	8 1/4" Frames (20 Min.) in Drywall	5	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	3'-6"X7'-0"	5 7/8" Frames (NR) in Drywall	1	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	3'-6"X7'-0"	8 1/4" Frames (NR) in Drywall	3	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	4'-0"X7'-0"	5 7/8" Frames (90 Min.) in Drywall	1	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	6'-0"X7'-0"	5 7/8" Frames (NR) in Drywall	11	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	6'-0"X7'-0"	5 7/8" Frames (NR) in Masonry	2	ea	$0.00	$0.00	$140.00	$280.00	$0.00	$0.00	
	6'-0"X7'-0"	8 1/4" Frames (20 Min.) in Drywall	2	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	5'-4"X7'-0" with Sidelight	5 7/8" Frames (NR) in Drywall	3	ea	$0.00	$0.00	$110.00	$330.00	$0.00	$0.00	
	5'-10"X7'-0" with Sidelight	5 7/8" Frames (NR) in Drywall	1	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	6'-0"X7'-0" with Sidelight	5 7/8" Frames (NR) in Drywall	2	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	6'-0"X7'-0" with Sidelight	5 7/8" Frames (NR) in Masonry	1	ea	$0.00	$0.00	$140.00	$140.00	$0.00	$0.00	
	6'-0"X8'-8" with Transom	5 7/8" Frames (NR) in Masonry	3	ea	$0.00	$0.00	$160.00	$480.00	$0.00	$0.00	
	11'-10"X9'-0" with S.L. & Transom	5 7/8" Frames (NR) in Drywall	1	ea	$0.00	$0.00	$250.00	$250.00	$0.00	$0.00	
	3'-4"X4'-2"	5 7/8" Borrowed Lite Frame	4	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	4'-2"X4'-2"	5 7/8" Borrowed Lite Frame	2	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	6'-0"X4'-2"	5 7/8" Borrowed Lite Frame	1	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	8'-0"X4'-2"	5 7/8" Borrowed Lite Frame	1	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	Unloading and Handling		1	ls	$0.00	$0.00	$1,000.00	$1,000.00	$0.00	$0.00	
						$0.00		$2,920.00		$3,000.00	$5,920.00
	Wood Doors										
	3'-0"X7'-0" Flush	Non Rated	29	ea	$0.00	$0.00	$0.00	$0.00	$150.00	$4,350.00	
	3'-0"X7'-0" Flush	20 minute	16	ea	$0.00	$0.00	$0.00	$0.00	$150.00	$2,400.00	
	3'-0"X7'-0" Narrow Light	Non Rated	59	ea	$0.00	$0.00	$0.00	$0.00	$150.00	$8,850.00	
	3'-0"X7'-0" Narrow Light	20 minute	2	ea	$0.00	$0.00	$0.00	$0.00	$150.00	$300.00	
	3'-0"X7'-0" Half Glass	Non Rated	2	ea	$0.00	$0.00	$0.00	$0.00	$150.00	$300.00	
	3'-6"X7'-0" Flush	20 minute	1	ea	$0.00	$0.00	$0.00	$0.00	$150.00	$150.00	
	3'-6"X7'-0" Narrow Light	Non Rated	3	ea	$0.00	$0.00	$0.00	$0.00	$150.00	$450.00	
	3'-6"X7'-0" Narrow Light	20 minute	1	ea	$0.00	$0.00	$0.00	$0.00	$150.00	$150.00	
	4'-0"X7'-0" Narrow Light	90 minute	1	ea	$0.00	$0.00	$0.00	$0.00	$150.00	$150.00	
						$0.00		$0.00		$17,100.00	$17,100.00
	Access Doors										
	12" x 12"		32	ea	$65.00	$2,080.00	$40.00	$1,280.00	$0.00	$0.00	
						$2,080.00		$1,280.00		$0.00	$3,360.00

Code	Description of Work	Notes	Total Estimated Quantity	Units	Unit Price Mat'l	Total Estimated Mat'l Cost	Unit Price Labor	Total Estimated Labor Cost	Unit Price Sub	Total Estimated Sub Cost	Totals
	Overhead Doors & Grilles										
	Roll-Up Counter Door	6'-0" x 4'-0" SS	1	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
						$0.00		$0.00		$0.00	$0.00
	Folding Security Door										
	9'-4" x 8'-0"	Won-Door	1	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
						$0.00		$0.00		$0.00	$0.00
	Acoustical Wall Panels										
	2'-0" x 1'-3"		1	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	2'-0" x 2'-6"		2	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	2'-0" x 3'-0"		3	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	2'-0" x 3'-6"		5	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	2'-0" x 3'-8"		4	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	2'-0" x 4'-9"		1	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	2'-0" x 6'-0"		27	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
						$0.00		$0.00		$0.00	$0.00
	Tectum Wall Panels										
	4' x 8' Sheet		100	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	2' x 8' Sheet		50	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	1" Batt Insulation	Behind Tectum	2200	sf	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
						$0.00		$0.00		$0.00	$0.00
	Visual Display Boards										
	Tackboard 6' x 5'	Type A	2	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	Markerboards 12' x 5'	Type B	2	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	Tackboard 6' x 4'	Type C	37	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	Markerboards 12' x 4'	Type D	36	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	Markerboards 12' x 5' w/ Music Lines	Type E	1	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	Tackboard 4' x 4'	Type G	5	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
						$0.00		$0.00		$0.00	$0.00
	Bulletin Board Cabinet										
	Bulletin Board 6' x 4'	Type F or F1	5	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
						$0.00		$0.00		$0.00	$0.00
	Display Case										
	12'L x 4'H x 16"D		1	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	15'L x 4'H x 16"D		1	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
						$0.00		$0.00		$0.00	$0.00
	Toilet Partitions										
	HC Partition w/ Doors		12	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	Standard Partition w/ Doors		12	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
						$0.00		$0.00		$0.00	$0.00
	Toilet Accessories										
	Soap Dispenser - Wall Mounted	Includes (5) at Kitchen	32	ea	$0.00	$0.00	$20.00	$640.00	$0.00	$0.00	
	Mirror 18" x 42"		22	ea	$0.00	$0.00	$40.00	$880.00	$0.00	$0.00	
	Toilet Paper Holders		34	ea	$0.00	$0.00	$20.00	$680.00	$0.00	$0.00	
	Grab Bar 36" long		22	ea	$0.00	$0.00	$35.00	$770.00	$0.00	$0.00	
	Grab Bar 42" long		22	ea	$0.00	$0.00	$35.00	$770.00	$0.00	$0.00	

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	Sanitary Napkin Disposal		4	ea	$0.00	$0.00	$20.00	$80.00	$0.00	$0.00	
	Sanitary Napkin Vendor		3	ea	$0.00	$0.00	$20.00	$60.00	$0.00	$0.00	
	HD Shelf w/ Mop Holder		4	ea	$0.00	$0.00	$30.00	$120.00	$0.00	$0.00	
						$0.00		$4,000.00		$0.00	$4,000.00
	Install Owner Furnished Accessories										
	Paper Towel Dispenser	Includes (5) at Kitchen	27	ea	$0.00	$0.00	$30.00	$810.00	$0.00	$0.00	
						$0.00		$810.00		$0.00	$810.00
	Curtain & Track										
	Rod 12'-0" long		2	ea	$0.00	$0.00	$20.00	$40.00	$0.00	$0.00	
	Curtain		2	ea	$0.00	$0.00	$10.00	$20.00	$0.00	$0.00	
						$0.00		$60.00		$0.00	$60.00
	Metal Louvers										
	4' x 4'		2	ea	$0.00	$0.00	$75.00	$150.00	$0.00	$0.00	
						$0.00		$150.00		$0.00	$150.00
	Mini Blinds										
	3'-9" x 6'-8"	W6	1	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	3'-4" x 5'-0"	W8	25	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	3'-4" x 4'-0"	W9	12	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	3'-4" x 10'-0"	W10	1	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	4'-9" x 10'-0"	W10	1	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	4'-2" x 10'-0"	W10 & W21	4	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	4'-4" x 10'-0"	W18 & W19	8	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	3'-10" x 3'-10"	W22	12	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	2'-0" x 7'-4"	F5 Sidelight	2	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	4'-2" x 4'-0"	F10	2	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	6'-0" x 4'-0"	F11	1	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
						$0.00		$0.00		$0.00	$0.00
	Corner Guards										
	2" x 2" x 4'-0" 90 Degree	Includes 25 extra	241	ea	$0.00	$0.00	$10.00	$2,410.00	$0.00	$0.00	
	2" x 2" x 4'-0" 135 Degree		6	ea	$0.00	$0.00	$12.00	$72.00	$0.00	$0.00	
						$0.00		$2,482.00		$0.00	$2,482.00
	Flagpole										
	40' High		1	ea	$0.00	$0.00	$250.00	$250.00	$0.00	$0.00	
						$0.00		$250.00		$0.00	$250.00
	Metal Building Letters										
	6" High		7	ea	$0.00	$0.00	$6.00	$42.00	$0.00	$0.00	
	8" High		4	ea	$0.00	$0.00	$8.00	$32.00	$0.00	$0.00	
	12" High		24	ea	$0.00	$0.00	$10.00	$240.00	$0.00	$0.00	
						$0.00		$314.00		$0.00	$314.00
	Plaque										
	18" x 24"		1	ea	$0.00	$0.00	$250.00	$250.00	$0.00	$0.00	
						$0.00		$250.00		$0.00	$250.00
	Marquee Sign										
	4' x 8' Illuminated, Pole-Mounted		1	ea	$0.00	$0.00	$500.00	$500.00	$0.00	$0.00	
						$0.00		$500.00		$0.00	$500.00

Code	Description of Work	Notes	Total Estimated Quantity	Units	Unit Price Mat'l	Total Estimated Mat'l Cost	Unit Price Labor	Total Estimated Labor Cost	Unit Price Sub	Total Estimated Sub Cost	Totals
	Fire Extinguishers & Cabinets										
	Recessed Cabinets		14	ea	$0.00	$0.00	$20.00	$280.00	$0.00	$0.00	
	10# Extinguishers at Cabinets		14	ea	$0.00	$0.00	$3.00	$42.00	$0.00	$0.00	
	10# Extinguishers - Wall Mounted		5	ea	$0.00	$0.00	$6.00	$30.00	$0.00	$0.00	
	15# Extinguishers - Wall Mounted		3	ea	$0.00	$0.00	$6.00	$18.00	$0.00	$0.00	
						$0.00		$370.00		$0.00	$370.00
	Knox Box										
	Recesssed		1	ea	$0.00	$0.00	$50.00	$50.00	$0.00	$0.00	
						$0.00		$50.00		$0.00	$50.00
	Drop Box & Depository										
	Diebold Model 163-34 Envelope Depository		1	ea	$0.00	$0.00	$75.00	$75.00	$0.00	$0.00	
	Diebold Model 163-32 Envelope Locker		1	ea	$0.00	$0.00	$75.00	$75.00	$0.00	$0.00	
						$0.00		$150.00		$0.00	$150.00
	Metal Lockers										
	12" D x 12" W x 48" H	2 tier	131	frames	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	12" D x 12" W x 60" H	2 tier	173	frames	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	12" D x 12" W x 72" H	2 tier with sloping tops	3	frames	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
						$0.00		$0.00		$0.00	$0.00
	Projection Screens										
	10' x 10' Electric at Stage		1	ea	$0.00	$0.00	$250.00	$250.00	$0.00	$0.00	
						$0.00		$250.00		$0.00	$250.00
	TV Brackets										
	Wall Mounted Brackets		3	ea	$0.00	$0.00	$150.00	$450.00	$0.00	$0.00	
						$0.00		$450.00		$0.00	$450.00
	Folding Walls										
	36' x 11'	STC 52	1	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	36' x 11' with door	STC 52	1	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
						$0.00		$0.00		$0.00	$0.00
	Dock Bumpers										
	10"H x 15"L x 4.5" Thick		3	ea	$0.00	$0.00	$50.00	$150.00	$0.00	$0.00	
						$0.00		$150.00		$0.00	$150.00
	Stage Curtains										
	34' x 11'		1	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	34' x 3'		1	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
						$0.00		$0.00		$0.00	$0.00
	Residential Appliances										
	U/C Icemaker at Clinic & Fac. Dining - Marvel Model #30iMA-WW		2	ea	$0.00	$0.00	$100.00	$200.00	$0.00	$0.00	
	U/C Dishwasher at ALC & Fac. Dining - GE #PDW 8700LWW		2	ea	$0.00	$0.00	$100.00	$200.00	$0.00	$0.00	
	U/C Refrigerator at Clinic - GE #GMR06AAPWW		1	ea	$0.00	$0.00	$100.00	$100.00	$0.00	$0.00	
	Stacked Washer/Dryer at ALC RR - GE #WSM2780HWW		1	ea	$0.00	$0.00	$100.00	$100.00	$0.00	$0.00	
						$0.00		$100.00		$0.00	$100.00

Code	Description of Work	Notes	Total Estimated Quantity	Units	Unit Price Mat'l	Total Estimated Mat'l Cost	Unit Price Labor	Total Estimated Labor Cost	Unit Price Sub	Total Estimated Sub Cost	Totals
	Exterior Basketball Goals										
	Ground Mounted		2	ea	$0.00	$0.00	$250.00	$500.00	$0.00	$0.00	
						$0.00		$500.00		$0.00	$500.00
	Gym Equipment										
	Basketball Goals - Fold-up		2	ea	$0.00	$0.00	$100.00	$200.00	$0.00	$0.00	
	Basketball Goals - Fixed		2	ea	$0.00	$0.00	$150.00	$300.00	$0.00	$0.00	
	Gym Wall Pads	2' x 6'	11	ea	$0.00	$0.00	$25.00	$275.00	$0.00	$0.00	
						$0.00		$275.00		$0.00	$275.00
	Wall Pads at Time-Out Rooms										
	Wall Pads	2' x 6'	35	ea	$0.00	$0.00	$25.00	$875.00	$0.00	$0.00	
						$0.00		$875.00		$0.00	$875.00
	Walkway Canopies										
	Front Canopy 10' wide Segmented		900	sf	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	3' x 5' Wall Mounted at Doors		2	ea	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
						$0.00		$0.00		$0.00	$0.00
	Cooler/Freezer Floor	32'-8" x 7'-6"									
	Felt @ Perimeter		80	lf	$0.50	$40.00	$1.00	$80.00	$0.00	$0.00	
	1" Grout		1	cy	$100.00	$100.00	$50.00	$50.00	$0.00	$0.00	
	Finish Grout		245	sf	$0.00	$0.00	$1.00	$245.00	$0.00	$0.00	
	Cure Grout		245	sf	$0.00	$0.00	$0.05	$12.25	$0.00	$0.00	
	Mop Waterproofing		245	sf	$1.00	$245.00	$1.00	$245.00	$0.00	$0.00	
	Install Vapor Barrier		245	sf	$0.00	$0.00	$0.05	$12.25	$0.00	$0.00	
	Install 2 layers of 2" Insulation		490	sf	$0.00	$0.00	$0.20	$98.00	$0.00	$0.00	
	Wire Mesh		245	sf	$0.10	$24.50	$0.25	$61.25	$0.00	$0.00	
	Concrete		3.0	cy	$90.00	$270.00	$60.00	$180.00	$0.00	$0.00	
	Finish Concrete		245	sf	$0.00	$0.00	$0.00	$0.00	$1.50	$367.50	
	Cure Concrete		245	sf	$0.03	$7.35	$0.05	$12.25	$0.00	$0.00	
						$686.85		$996.00		$367.50	$2,050.35
	Final Building Clean-up										
	Total Building Area		71,970	sf	$0.00	$0.00	$0.00	$0.00	$0.15	$10,795.50	
						$0.00		$0.00		$10,795.50	$10,795.50
	Equipment										
	Concrete Pump - Trips		1	ea	$50.00	$50.00	$0.00	$0.00	$0.00	$0.00	
	Concrete Pump - Hours		4	hrs	$200.00	$800.00	$0.00	$0.00	$0.00	$0.00	
	Concrete Pump - Yardage		120	cy	$2.00	$240.00	$0.00	$0.00	$0.00	$0.00	
	Tremie		0	hrs	$125.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	Vibrator		0	hrs	$125.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	Crane		16	hrs	$150.00	$2,400.00	$0.00	$0.00	$0.00	$0.00	
	Scaffolding		1	ls	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$0.00	$0.00	
	Welder & Rods		1	ls	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	$0.00	
	Forklift		1	ls	$1,000.00	$1,000.00	$0.00	$0.00	$0.00	$0.00	
	Lift		1	ls	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	$0.00	
	Big Truck		1	ls	$500.00	$500.00	$0.00	$0.00	$0.00	$0.00	
	Small Tractor		16	mos	$1,200.00	$19,200.00	$700.00	$11,200.00	$0.00	$0.00	
	Misc.		1	ls	$500.00	$500.00	$0.00	$0.00	$0.00	$0.00	
						$30,690.00		$13,200.00		$0.00	$43,890.00

Starling Richardson CONSTRUCTION

Method of Accounting

The accounting method for each CMAR project is handled the same.

As material invoices are received, they are processed for correctness as compared to the Purchase Order amount and compared to delivery tickets received from the project. A copy of the invoice is made and placed in that project's folder until the end of the month.

Subcontractor invoices are received on approximately the 25th of each month. These are processed by confirming with the project manager and project superintendent to make sure the subcontractors are correctly billing the project. Also, at this time we will determine if these invoices include any significant amounts from second tier subcontractors or suppliers. This information will be used when payments are made to the subs to determine if joint checks are required.

We use a construction accounting software package called Sage Timberline. We prepare our own weekly payroll in house.

At the end of the month, schedules are prepared for labor, general conditions and all other costs. Vendor invoices, subcontractor draws and our labor are applied to the appropriate line item on the AIA G703.

Following are two samples of a typical Pay Applications AIA G702 and AIA G703, with the appropriate cost schedules. Copies of invoices can also be provided with each monthly Pay Application.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:	PROJECT:	APPLICATION NO.: 1	Distribution to:
Plano Independent School District	Mendenhall ES	PERIOD FROM: April 1, 2010	OWNER
2700 West 15th Street	1313 18th Street	PERIOD TO: April 30, 2010	ARCHITECT
Plano, Texas 75075	Plano, Texas 75074		CONTRACTOR
			FILE

FROM CONTRACTOR:
Starling Richardson Construction, Inc.
1201 Kas Drive, Suite D
Richardson, Texas 75081

VIA ARCHITECT:
VLK Architects, Inc.
1161 Corporate Drive West
Arlington, Texas 76006

CONTRACT FOR: General Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, facsimile of AIA Document G703, is attached.

1. **ORIGINAL CONTRACT SUM**		$11,449,434.00
2. **Net change by Change Orders**		$0.00
3. **CONTRACT SUM TO DATE**		$11,449,434.00
4. **TOTAL COMPLETED & STORED TO DATE** (Column G on G703)		$214,868.84
5. **RETAINAGE:**		
a: 5 % of Completed Work (Columns D+E on G703)	$10,743.44	
b: 5 % of Stored Material (Total in Column F of G703)	$0.00	
Total Retainage (Line 5a + 5b or Total in Column I of G703)		$10,743.44
6. **TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)		$204,125.40
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)		$0.00
8. **CURRENT PAYMENT DUE**		**$204,125.40**
9. **BALANCE TO FINISH, INCLUDING RETAINAGI** (Line 3 less Line 6)		$11,245,308.60

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner.	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work in which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.
CONTRACTOR: Starling Richardson Construction, Inc.

By: _____ Date: _____

State of: Texas
County of: Dallas
Subscribed and sworn to before
me this 10th day of May 2010

Notary Public: Kimberly Scott
My Commission expires: March 2, 2013

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: VLK Architects, Inc.

By: _____ Date: _____
for: VLK Architects, Inc.

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

300

CO. NUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.
Contract for: General Construction

APPLICATION NO.: 1
APPLICATION DATE: May 10, 2010
PERIOD TO: April 30, 2010

CONTINUATION SHEET

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETE PREVIOUS PERIOD	WORK COMPLETE THIS PERIOD	MATERIAL PRESENTLY STORED	COMPLETE & STORED TO DATE	COMP. %	BALANCE TO FINISH	RETAINAGE TOTAL
	Mendenhall Elementary School **Starling Richardson Construction, Inc.**								
1	General Conditions	570,421.00		18,082.14		18,082.14	3%	552,338.86	904.11
2	Temporary Power & Utilities	60,000.00				0.00	0%	60,000.00	0.00
3	Construction Fence & Tree Prot.	30,200.00		3,851.94		3,851.94	13%	26,348.06	192.60
4	Recycling Deposit	11,250.00				0.00	0%	11,250.00	0.00
5	Project Clean-up, Recycling, Dumpsters	89,583.00				0.00	0%	89,583.00	0.00
6	Clean-up & Maintain Staging Area	9,000.00				0.00	0%	9,000.00	0.00
7	Project Safety	16,000.00		489.85		489.85	3%	15,510.15	24.49
8	Layout & Engineering	21,600.00				0.00	0%	21,600.00	0.00
9	Temp. Partitions/Dust Prot.	15,000.00				0.00	0%	15,000.00	0.00
10	Demolition & Renovation	128,300.00		2,300.00		2,300.00	2%	126,000.00	115.00
11	Insurance	97,123.00		2,913.69		2,913.69	3%	94,209.31	145.68
12	Bond	125,159.00		94,038.00		94,038.00	75%	31,121.00	4,701.90
13	Erosion Control Devices	12,546.00		1,814.44		1,814.44	14%	10,731.56	90.72
14	Sitework - Staking	11,100.00		3,000.00		3,000.00	27%	8,100.00	150.00
15	Sitework - Site Demolition	23,053.00		13,562.00		13,562.00	59%	9,491.00	678.10
16	Sitework - Excavation	146,713.00		28,873.00		28,873.00	20%	117,840.00	1,443.65
17	Sitework - Lime Stabilization	48,763.00				0.00	0%	48,763.00	0.00
18	Sitework - Hand Labor & Misc. Items	39,930.00		436.47		436.47	1%	39,493.53	21.82
19	Trench Safety	1,200.00				0.00	0%	1,200.00	0.00
20	Site Utilities - Water Sys. - Material	45,860.00		23,377.20		23,377.20	51%	22,482.80	1,168.86
21	Site Utilities - Water Sys. - Lab. & Equip.	19,160.00				0.00	0%	19,160.00	0.00
22	Site Utilities - Sanitary Sys. - Material	24,680.00		12,931.20		12,931.20	52%	11,748.80	646.56
23	Site Utilities - Sanitary Sys. - Lab. & Equip.	22,130.00				0.00	0%	22,130.00	0.00
24	Site Utilities - Storm Sys, - Material	58,300.00		5,671.44		5,671.44	10%	52,628.56	283.57
25	Site Utilities - Storm Sys. - Labor & Equip.	39,090.00				0.00	0%	39,090.00	0.00
26	Splashblocks	500.00				0.00	0%	500.00	0.00
27	Striping;HC Signs;Wheelstops	2,984.00				0.00	0%	2,984.00	0.00
28	Pavers @ HC Ramps	4,470.00				0.00	0%	4,470.00	0.00
29	Bicycle Racks	1,069.00				0.00	0%	1,069.00	0.00
30	Bores for Sleeves	3,500.00				0.00	0%	3,500.00	0.00
31	Irrigation - Material	56,388.00				0.00	0%	56,388.00	0.00

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.
Contract for: General Construction

APPLICATION NO.: 1
APPLICATION DATE: May 10, 2010
PERIOD TO: April 30, 2010

CONTINUATION SHEET

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETE PREVIOUS PERIOD	WORK COMPLETE THIS PERIOD	MATERIAL PRESENTLY STORED	COMPLETE & STORED TO DATE	COMP. %	BALANCE TO FINISH	RETAINAGE TOTAL
32	Irrigation - Labor	30,362.00				0.00	0%	30,362.00	0.00
33	Landscape - Plants & Trees - Material	16,195.00				0.00	0%	16,195.00	0.00
34	Landscape - Plants & Trees - Labor	8,720.00				0.00	0%	8,720.00	0.00
35	Landscape - Sod - Material	22,029.00				0.00	0%	22,029.00	0.00
36	Landscape - Sod - Labor	11,861.00				0.00	0%	11,861.00	0.00
37	Chain Link Fencing - Material	11,213.00				0.00	0%	11,213.00	0.00
38	Chain Link Fencing - Labor	4,588.00				0.00	0%	4,588.00	0.00
39	Gates at Mechanical Yard	15,169.00				0.00	0%	15,169.00	0.00
40	Termite Treatment - Material	7,584.00				0.00	0%	7,584.00	0.00
41	Termite Treatment - Labor	5,056.00				0.00	0%	5,056.00	0.00
42	Concrete - Piers - Material	66,545.00				0.00	0%	66,545.00	0.00
43	Concrete - Piers - Labor	85,595.00				0.00	0%	85,595.00	0.00
44	Concrete - Piers - Drilling	67,100.00				0.00	0%	67,100.00	0.00
45	Concrete - Grade Beams - Material	73,225.00				0.00	0%	73,225.00	0.00
46	Concrete - Grade Beams - Labor	70,325.00				0.00	0%	70,325.00	0.00
47	Concrete - Floor Slabs - Material	310,000.00				0.00	0%	310,000.00	0.00
48	Concrete - Floor Slabs - Labor	92,400.00				0.00	0%	92,400.00	0.00
49	Concrete - Paving - Material	113,915.00				0.00	0%	113,915.00	0.00
50	Concrete - Paving - Labor	68,755.00				0.00	0%	68,755.00	0.00
51	Concrete - Sidewalks & Misc. - Material	50,140.00				0.00	0%	50,140.00	0.00
52	Concrete - Sidewalks & Misc. - Labor	48,985.00				0.00	0%	48,985.00	0.00
53	Concrete - Reinf. Steel - Material	250,930.00				0.00	0%	250,930.00	0.00
54	Concrete - Reinf. Steel - Labor	54,755.00				0.00	0%	54,755.00	0.00
55	Seal Concrete	4,085.00				0.00	0%	4,085.00	0.00
56	Grout Columns	2,916.00				0.00	0%	2,916.00	0.00
57	Masonry - Brick Material	144,970.00				0.00	0%	144,970.00	0.00
58	Masonry - CMU Material	28,181.00				0.00	0%	28,181.00	0.00
59	Masonry - Stone Material	27,540.00				0.00	0%	27,540.00	0.00
60	Masonry - Cast Stone Material	8,000.00				0.00	0%	8,000.00	0.00
61	Masonry - Rebar Material	18,000.00				0.00	0%	18,000.00	0.00
62	Masonry - Flashing Material	20,000.00				0.00	0%	20,000.00	0.00
63	Masonry - Wire & Accessories Material	61,175.00				0.00	0%	61,175.00	0.00
64	Masonry - Labor	391,134.00				0.00	0%	391,134.00	0.00

CONTINUATION SHEET

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Contract for: General Construction

APPLICATION NO.: 1
APPLICATION DATE: May 10, 2010
PERIOD TO: April 30, 2010

CONTINUATION SHEET

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETE PREVIOUS PERIOD	WORK COMPLETE THIS PERIOD	MATERIAL PRESENTLY STORED	COMPLETE & STORED TO DATE	COMP. %	BALANCE TO FINISH	RETAINAGE TOTAL
65	Shores & Forms for Masonry Arches	7,500.00				0.00	0%	7,500.00	0.00
66	Structural Steel - Shop Drawings	28,399.00				0.00	0%	28,399.00	0.00
67	Structural Steel - Anchor Bols / Embeds	3,150.00				0.00	0%	3,150.00	0.00
68	Structural Steel - Class A Struct. - Material	229,539.00				0.00	0%	229,539.00	0.00
69	Structural Steel - Misc. Steel - Material	83,611.00				0.00	0%	83,611.00	0.00
70	Structural Steel - Joist & Deck - Material	155,291.00				0.00	0%	155,291.00	0.00
71	Structural Steel - Erection	140,000.00				0.00	0%	140,000.00	0.00
72	Labor & Equip. for Misc. Steel & Handrails	31,353.00				0.00	0%	31,353.00	0.00
73	Expansion Joint Covers	2,360.00				0.00	0%	2,360.00	0.00
74	Rough Carpentry	48,670.00				0.00	0%	48,670.00	0.00
75	Millwork/Casework - Shop Drawings	4,842.00				0.00	0%	4,842.00	0.00
76	Millwork/Casework - Material	270,291.00				0.00	0%	270,291.00	0.00
77	Millwork/Casework - Labor	47,695.00				0.00	0%	47,695.00	0.00
78	Dampproofing	8,598.00				0.00	0%	8,598.00	0.00
79	Water Repellant Coatings	10,580.00				0.00	0%	10,580.00	0.00
80	Joint Sealants	22,480.00				0.00	0%	22,480.00	0.00
81	Roofing & Sheet Metal - Mob. & Submittals	8,000.00				0.00	0%	8,000.00	0.00
82	Roofing & Sheet Metal - Material	530,000.00				0.00	0%	530,000.00	0.00
83	Roofing & Sheet Metal - Labor	128,300.00				0.00	0%	128,300.00	0.00
84	Roofing & Sheet Metal - Hatches & Ladder-	6,375.00				0.00	0%	6,375.00	0.00
85	Equipment Rails	2,400.00				0.00	0%	2,400.00	0.00
86	Doors, Frames, & Hardware - Submittals	6,218.00				0.00	0%	6,218.00	0.00
87	Hollow Metal Frames & Doors - Material	16,897.00				0.00	0%	16,897.00	0.00
88	Wood Doors - Material	15,977.00				0.00	0%	15,977.00	0.00
89	Hardware - Material	85,280.00				0.00	0%	85,280.00	0.00
90	Doors, Frames, & Hardware - Labor	43,665.00				0.00	0%	43,665.00	0.00
91	Coiling Counter Door	4,500.00				0.00	0%	4,500.00	0.00
92	Access Doors	2,100.00				0.00	0%	2,100.00	0.00
93	Storefront, Alum. Wind., Glazing - Material	117,982.00				0.00	0%	117,982.00	0.00
94	Storefront, Alum. Wind., Glazing - Labor	40,768.00				0.00	0%	40,768.00	0.00
95	Spray-on Fireproofing - Material	57,753.00				0.00	0%	57,753.00	0.00
96	Spray-on Fireproofing - Labor	31,097.00				0.00	0%	31,097.00	0.00
97	Lath & Plaster - Material	21,088.00				0.00	0%	21,088.00	0.00

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,
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Contract for: General Construction

APPLICATION NO.: 1
APPLICATION DATE: May 10, 2010
PERIOD TO: April 30, 2010

CONTINUATION SHEET

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETE PREVIOUS PERIOD	WORK COMPLETE THIS PERIOD	MATERIAL PRESENTLY STORED	COMPLETE & STORED TO DATE	COMP. %	BALANCE TO FINISH	RETAINAGE TOTAL
98	Lath & Plaster - Labor	25,774.00				0.00	0%	25,774.00	0.00
99	Drywall & Acoust, - Mob. & Shop Dwgs.	21,000.00				0.00	0%	21,000.00	0.00
100	Drywall & Acoust, - Equipment	301,630.00				0.00	0%	301,630.00	0.00
101	Drywall & Acoust, - Materials	250,200.00				0.00	0%	250,200.00	0.00
102	Drywall & Acoust, - Labor	16,600.00				0.00	0%	16,600.00	0.00
103	Fire Stopping & Fire Caulking	7,000.00				0.00	0%	7,000.00	0.00
104	Ceramic Tile - Material	75,350.00				0.00	0%	75,350.00	0.00
105	Ceramic Tile - Labor	46,900.00				0.00	0%	46,900.00	0.00
106	Resilient Floors - Material	33,962.00				0.00	0%	33,962.00	0.00
107	Resilient Floors - Labor	15,840.00				0.00	0%	15,840.00	0.00
108	Carpet - Material	101,205.00				0.00	0%	101,205.00	0.00
109	Carpet - Labor	11,250.00				0.00	0%	11,250.00	0.00
110	Protect Floors	4,750.00				0.00	0%	4,750.00	0.00
111	Wood Treads & Risers - Material	6,020.00				0.00	0%	6,020.00	0.00
112	Wood Treads & Risers - Labor	3,230.00				0.00	0%	3,230.00	0.00
113	Painting & Coatings - Mob. & Submittals	6,000.00				0.00	0%	6,000.00	0.00
114	Painting & Coatings - Tape & Bed	40,932.00				0.00	0%	40,932.00	0.00
115	Painting & Coatings - Paint Drywall	37,895.00				0.00	0%	37,895.00	0.00
116	Painting & Coatings - Paint Masonry	10,139.00				0.00	0%	10,139.00	0.00
117	Painting & Coatings - Paint Other Items	15,034.00				0.00	0%	15,034.00	0.00
118	Visual Display Boards - Material	25,833.00				0.00	0%	25,833.00	0.00
119	Visual Display Boards - Labor	3,000.00				0.00	0%	3,000.00	0.00
120	Display Cases	7,000.00				0.00	0%	7,000.00	0.00
121	Projection Screen	3,250.00				0.00	0%	3,250.00	0.00
122	Toilet Partitions - Material	17,963.00				0.00	0%	17,963.00	0.00
123	Toilet Partitions - Labor	3,320.00				0.00	0%	3,320.00	0.00
124	Toilet Accessories - Material	6,338.00				0.00	0%	6,338.00	0.00
125	Toilet Accessories - Labor	3,234.00				0.00	0%	3,234.00	0.00
126	Corner Guards	5,820.00				0.00	0%	5,820.00	0.00
127	Flagpole	2,540.00				0.00	0%	2,540.00	0.00
128	Metal Louvers	2,250.00				0.00	0%	2,250.00	0.00
129	Metal Building Letters	6,143.00				0.00	0%	6,143.00	0.00
130	Marquee Sign	5,428.00				0.00	0%	5,428.00	0.00

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Contract for: General Construction

APPLICATION NO.: 1
APPLICATION DATE: May 10, 2010
PERIOD TO: April 30, 2010

CONTINUATION SHEET

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETE PREVIOUS PERIOD	WORK COMPLETE THIS PERIOD	MATERIAL PRESENTLY STORED	COMPLETE & STORED TO DATE	COMP. %	BALANCE TO FINISH	RETAINAGE TOTAL
131	Fire Extinguishers & Cabinets	2,800.00				0.00	0%	2,800.00	0.00
132	Knox Box	650.00				0.00	0%	650.00	0.00
133	Metal Lockers - Material	27,877.00				0.00	0%	27,877.00	0.00
134	Metal Lockers - Labor	7,035.00				0.00	0%	7,035.00	0.00
135	Horizontal Blinds	3,720.00				0.00	0%	3,720.00	0.00
136	Cubicle Curtain & Track	450.00				0.00	0%	450.00	0.00
137	Stage Curtains	4,500.00				0.00	0%	4,500.00	0.00
138	Equipment Screens	84,190.00				0.00	0%	84,190.00	0.00
139	Track for Acc. & Fold. Partitions	11,130.00				0.00	0%	11,130.00	0.00
140	Accordian Partition	3,444.00				0.00	0%	3,444.00	0.00
141	Folding Partitions	28,911.00				0.00	0%	28,911.00	0.00
142	Gymnasium Equipment - Material	12,835.00				0.00	0%	12,835.00	0.00
143	Gymnasium Equipment - Labor	3,810.00				0.00	0%	3,810.00	0.00
144	Residential Appliances	5,450.00				0.00	0%	5,450.00	0.00
145	Cooler/Freezer Floor	3,209.00				0.00	0%	3,209.00	0.00
146	Food Service Equipment - Material	383,860.00				0.00	0%	383,860.00	0.00
147	Food Service Equipment - Installation	7,800.00				0.00	0%	7,800.00	0.00
148	Fire Sprinkler System - Design/Permit	6,000.00				0.00	0%	6,000.00	0.00
149	Fire Sprinkler System - Material	37,775.00				0.00	0%	37,775.00	0.00
150	Fire Sprinkler System - Labor	36,275.00				0.00	0%	36,275.00	0.00
151	Fire Sprinkler System - Testing	500.00				0.00	0%	500.00	0.00
152	Plumbing - Mobilization & Submittals	10,000.00				0.00	0%	10,000.00	0.00
153	Plumbing - Under Floor Sanitary - Material	35,000.00				0.00	0%	35,000.00	0.00
154	Plumbing - Under Floor Sanitary - Labor	35,000.00				0.00	0%	35,000.00	0.00
155	Plumbing - Above Floor Sanitary - Material	21,200.00				0.00	0%	21,200.00	0.00
156	Plumbing - Above Floor Sanitary - Labor	31,800.00				0.00	0%	31,800.00	0.00
157	Plumbing - Above Floor Dom. Water - Mat.	80,000.00				0.00	0%	80,000.00	0.00
158	Plumbing - Above Floor Dom. Water - Lab.	55,000.00				0.00	0%	55,000.00	0.00
159	Plumbing - Dom. Water Insulation - Mat.	7,000.00				0.00	0%	7,000.00	0.00
160	Plumbing - Dom. Water Insulation - Labor	9,000.00				0.00	0%	9,000.00	0.00
161	Plumbing - Drains/Carriers - Material	46,000.00				0.00	0%	46,000.00	0.00
162	Plumbing - Drains/Carriers - Labor	10,000.00				0.00	0%	10,000.00	0.00
163	Plumbing - Fixtures / Equipment - Material	110,808.00				0.00	0%	110,808.00	0.00

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164	Plumbing - Fixtures / Equipment - Labor	20,000.00				0.00	0%	20,000.00	0.00
165	Plumbing - Natural Gas - Material	12,000.00				0.00	0%	12,000.00	0.00
166	Plumbing - Natural Gas - Labor	8,000.00				0.00	0%	8,000.00	0.00
167	Plumbing - Under Floor Storm - Material	12,000.00				0.00	0%	12,000.00	0.00
168	Plumbing - Under Floor Storm - Labor	12,000.00				0.00	0%	12,000.00	0.00
169	Plumbing - Above Floor Storm - Material	30,000.00				0.00	0%	30,000.00	0.00
170	Plumbing - Above Floor Storm - Labor	45,000.00				0.00	0%	45,000.00	0.00
171	Plumbing - Storm Insulation - Material	10,000.00				0.00	0%	10,000.00	0.00
172	Plumbing - Storm Insulation - Labor	14,000.00				0.00	0%	14,000.00	0.00
173	Plumbing - Hanging Devices - Material	12,000.00				0.00	0%	12,000.00	0.00
174	Plumbing - Hanging Devices - Labor	3,000.00				0.00	0%	3,000.00	0.00
175	Plumbing - Grease Interceptor	6,000.00				0.00	0%	6,000.00	0.00
176	Plumbing - Connect Food Service Equip.	5,000.00				0.00	0%	5,000.00	0.00
177	Plumbing - Disconnect Exist. Services	3,000.00				0.00	0%	3,000.00	0.00
178	HVAC - Mobilization, Submittals, & Bond	61,825.00				0.00	0%	61,825.00	0.00
179	HVAC - A/C Equipment & VFD's	399,033.00				0.00	0%	399,033.00	0.00
180	HVAC - Boilers, Pumps, & Tanks	126,805.00				0.00	0%	126,805.00	0.00
181	HVAC - Heaters, Ex. Fans, & Hoods	17,576.00				0.00	0%	17,576.00	0.00
182	HVAC - Vibration Isolation	11,662.00				0.00	0%	11,662.00	0.00
183	HVAC - CW & HW Piping	77,390.00				0.00	0%	77,390.00	0.00
184	HVAV - Condensate Piping	8,707.00				0.00	0%	8,707.00	0.00
185	HVAC - Grilles & Louvers	20,444.00				0.00	0%	20,444.00	0.00
186	HVAC - Ductwork	107,633.00				0.00	0%	107,633.00	0.00
187	HVAC - Motor Starters, Vent Pipe, Misc	57,750.00				0.00	0%	57,750.00	0.00
188	HVAC - Insulation	65,237.00				0.00	0%	65,237.00	0.00
189	HVAC - Start-up	7,800.00				0.00	0%	7,800.00	0.00
190	HVAC - Labor	301,963.00				0.00	0%	301,963.00	0.00
191	Temporary Chiller	45,000.00				0.00	0%	45,000.00	0.00
192	HVAC Control System - Engineering	12,500.00				0.00	0%	12,500.00	0.00
193	HVAC Control System - Material	50,000.00				0.00	0%	50,000.00	0.00
194	HVAC Control System - Labor	43,750.00				0.00	0%	43,750.00	0.00
195	HVAC Control System - Programming/Com	18,750.00				0.00	0%	18,750.00	0.00
196	Electrical - Mobilization, Storage, Rentals	22,300.00				0.00	0%	22,300.00	0.00

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197	Electrical - Wiring Material	84,315.00				0.00	0%	84,315.00	0.00
198	Electrical - Service Material	48,400.00				0.00	0%	48,400.00	0.00
199	Electrical - Switchgear Material	59,475.00				0.00	0%	59,475.00	0.00
200	Electrical - Telephone Material	8,000.00				0.00	0%	8,000.00	0.00
201	Electrical - Equip. Connection Material	9,815.00				0.00	0%	9,815.00	0.00
202	Electrical - Lighting Material	208,860.00				0.00	0%	208,860.00	0.00
203	Electrical - Labor	342,922.00				0.00	0%	342,922.00	0.00
204	Electrical - Fire Alarm System	91,080.00				0.00	0%	91,080.00	0.00
205	Electrical - PA System & Clocks	70,840.00				0.00	0%	70,840.00	0.00
206	Final Clean-up	16,000.00				0.00	0%	16,000.00	0.00
207	Misc. Equip. (Tractor, Scaffold, Lift, Etc.)	44,700.00		979.62		979.62	2%	43,720.38	48.98
208	Allowance for Plaque	3,000.00				0.00	0%	3,000.00	0.00
209	Allowance for Start-up of Exist. Chiller	3,000.00				0.00	0%	3,000.00	0.00
210	Allowance for Pier Casing	30,000.00				0.00	0%	30,000.00	0.00
211	Allowance for Renovation of Exist. Building	60,000.00				0.00	0%	60,000.00	0.00
212	Contingency Allowance	200,000.00				0.00	0%	200,000.00	0.00
213	**Subtotal**	11,313,670.00	0.00	212,320.99	0.00	212,320.99	2%	11,101,349.01	10,616.05
214	**Construction Manager's Fee (1.2%)**	135,764.00	0.00	2,547.85	0.00	2,547.85	2%	133,216.15	127.39
215	**Total Original Contract Sum**	11,449,434.00	0.00	214,868.84	0.00	214,868.84	2%	11,234,565.16	10,743.44
216	Change Order #1	0.00				0.00	#DIV/0!	0.00	0.00
217	Change Order #2	0.00				0.00	#DIV/0!	0.00	0.00
218	Total Change Orders	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
219	Contract Sum to Date	11,449,434.00	0.00	214,868.84	0.00	214,868.84	2%	11,234,565.16	10,743.44

Mendenhall Elementary School - General Conditions, SRC Worksheet

					Pay Application #:	1
Description		Scheduled Value	Previous Periods	Current	Total	Balance
General Conditions						
Superintendent - Jim Bagby		$134,285.00		$5,904.00	$5,904.00	$128,381.00
W/E: 4/4, 4/11, 4/18, 4/25						
Assist Super. - Tony Bagwell		$98,549.00		$1,963.94	$1,963.94	$96,585.06
W/E: 4/4, 4/11, 4/18, 4/25						
Labor Foreman - Marcos Santamaria		$93,602.00		$1,617.39	$1,617.39	$91,984.61
W/E: 4/4, 4/11, 4/18, 4/25						
Project Manager - Kyle Reist		$110,349.00		$4,526.40	$4,526.40	$105,822.60
W/E: 4/4, 4/11, 4/18, 4/25						
Mobilization		$1,500.00		$694.07	$694.07	$805.93
Home Depot	$69.77					
Labor	$624.30					
Job Signage		$2,000.00		$412.92	$412.92	$1,587.08
Home Depot:	$108.37					
Sa So #2865A	$304.55					
Temporary Utilities for Office		$4,750.00			$0.00	$4,750.00
Temporary Office		$12,200.00		$966.66	$966.66	$11,233.34
Home Depot:	$322.57					
ModSpace #105380669	$644.09					
Temp. Telephones & Cell Phone		$14,450.00		$132.48	$132.48	$14,317.52
Verizon	$0.00					
T-Mobile:	$132.48					
Radios - $22.00/month		$400.00		$22.00	$22.00	$378.00
Temporary Toilets		$5,440.00		$243.56	$243.56	$5,196.44
United Site Service #102-92846	$243.56					
Storage Trailer		$14,000.00			$0.00	$14,000.00
Sweeper for Paving		$1,840.00		$795.00	$795.00	$1,045.00
Stripe-A-Zone #22426	$795.00					
Printing		$4,000.00			$0.00	$4,000.00
Security at Jobsite		$16,000.00			$0.00	$16,000.00
As-Built Drawings & Close-out		$7,500.00			$0.00	$7,500.00
Construction Schedule - $86.00/month		$1,500.00		$86.00	$86.00	$1,414.00
Vehicle & Fuel Expense		$26,000.00		$430.79	$430.79	$25,569.21
Jim Bagby	$430.79					
Misc. General Conditions		$12,725.00		$286.93	$286.93	$12,438.07
Cintas: 163456044, 163454560, 163457610	$22.93					
Plano Star	$264.00					
Sales Tax - $9,331		$9,331.00			$0.00	$9,331.00
Total General Conditions		**$570,421.00**	**$0.00**	**$18,082.14**	**$18,082.14**	**$552,338.86**

10-01-03

Starling Richardson Construction, Inc.
1201 Kas Dr., Suite D
Richardson, Texas 75081

Southern Mechanical Plumbing, Inc.
400 South Aston Dr.
Sunnyvale, Texas 75182

972-226-2460
972-26-2480*
garyrshelton@aol.com

Est. No. 1 Labor and materials used in the ***Site Utilities*** in accordance with the plans & specifications for work on Mendenhall E.S., 1313 18th Street, Plano, TX 75075

Estimate No. 1	April '10	41,979.84
Less 10% Retainage		4,197.98
Adjustment		
Amount Due This Estimate		37,781.86
Contract Amount		207,520.00
Less		0.00
Approved Extras - Ltrs dtd.		0.00
Revised Contract Amount		207,520.00
Amount Paid - Estimates 1 - 1		37,781.86
Contract Balance		169,738.14

Accounts Payable Journal Entry

10-01			
02-100 S	5100	41,979.84	
	2000		37,781.86
	2010		4,197.98

Est. No.	Gross	Retainage	Net Amount
1	41,979.84	4,197.98	37,781.86
2			0.00
3			0.00
4			0.00
5			0.00
6			0.00
7			0.00
8			0.00
9			0.00
10			0.00
11			0.00
12			0.00
13			0.00
14			0.00
15			0.00
16			0.00
17			0.00
18			0.00
19			0.00
20			0.00
21			0.00
22			0.00
23			0.00
24			0.00
25			0.00
26			0.00
27			0.00
28			0.00
29			0.00
30			0.00
31			0.00
32			0.00
33			0.00
34			0.00
35			0.00
	41,979.84	4,197.98	37,781.86

Change Order Number and Date	Amount

CGL: 3/1/2011
AUTO: 3/1/2011
W/C: 3/1/2011

OK-

TOTAL 0.00

10-01-01

Starling Richardson Construction, Inc.
1201 Kas Dr., Suite D
Richardson, Texas 75081

Texas Site Specialties
1783 Hackberry Road
Van Alstyne, TX 75495

903-482-5658
903-482-9094*
texassite@wildblue.net

Est. No. 1 Labor and materials used in the ***Site Work*** in accordance with the plans & specifications for work on Mendenhall E.S., 1313 18th Street, Plano, TX 75075

Estimate No. 1	April '10	45,435.00
Less 10% Retainage		4,543.50
Adjustment		
Amount Due This Estimate		40,891.50
Contract Amount		200,539.00
Less		0.00
Approved Extras - Ltrs dtd.		0.00
Revised Contract Amount		200,539.00
Amount Paid - Estimates 1 - 1		40,891.50
Contract Balance		159,647.50

Accounts Payable Journal Entry

10-01

02-005 S	5100	45,435.00	
	2000		40,891.50
	2010		4,543.50

Est. No.	Gross	Retainage	Net Amount
1	45,435.00	4,543.50	40,891.50
2			0.00
3			0.00
4			0.00
5			0.00
6			0.00
7			0.00
8			0.00
9			0.00
10			0.00
11			0.00
12			0.00
13			0.00
14			0.00
15			0.00
16			0.00
17			0.00
18			0.00
19			0.00
20			0.00
21			0.00
22			0.00
23			0.00
24			0.00
25			0.00
26			0.00
27			0.00
28			0.00
29			0.00
30			0.00
31			0.00
32			0.00
33			0.00
34			0.00
35			0.00
	45,435.00	4,543.50	40,891.50

Change Order Number and Date	Amount

CGL: 8/2/2010
AUTO: 5/18/2010
W/C: 5/18/2011

OK-

TOTAL 0.00

Continuation Sheet - Eastfield College - Career Tech. Center Expansion

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractors signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4
APPLICATION DATE: 4/3/2009
PERIOD TO: 3/31/2009
CONTRACT NO.: B0011863

A	B	B1	C	D	E	F	G		H	I		
				WORK COMPLETED						RETAINAGE		
ITEM NO.	DESCRIPTION OF WORK	PAR REF #	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G - C	BALANCE TO FINISH (C-G)	RETAINAGE AT 5%	RETAINAGE AMOUNT RELEASED	REMAINING RETAINAGE
	Subtotal		***$ 36,070***	***$ -***	***$ -***	***$ -***	***$ -***		***$ 36,070***	***$ -***	***$ -***	***$ -***
(Div. 12) - Furnishings												
1	Projection Screens	1	$ 4,183				$ -		$ 4,183	$ -		$ -
2	Roller Blinds	27	$ 8,500				$ -		$ 8,500	$ -		$ -
3	Floor Mats and Frames	1	$ 851				$ -		$ 851	$ -		$ -
	Subtotal		***$ 13,534***	***$ -***	***$ -***	***$ -***	***$ -***		***$ 13,534***	***$ -***	***$ -***	***$ -***
(Div. 15) - Mechanical												
1	Fire Sprinkler System	28	$ 63,000	$ 6,800			$ 6,800	11%	$ 56,200	$ 340.00		$ 340.00
2	Plumbing & HVAC	29	$ 944,645	$ 89,881			$ 89,881	10%	$ 854,764	$ 4,494.05		$ 4,494.05
	Subtotal		***$ 1,007,645***	***$ 96,681***	***$ -***	***$ -***	***$ 96,681***	***10%***	***$ 910,964***	***$ 4,834.05***	***$ -***	***$ 4,834.05***
(Div. 16) - Electrical												
1	Electrical	30	$ 952,720	$ 136,575	$ 1,000	$ 65,500	$ 203,075	21%	$ 749,645	$ 10,153.75		$ 10,153.75
2	Fire Alarm System	31	$ 58,983				$ -		$ 58,983	$ -		$ -
	Subtotal		***$ 1,011,703***	***$ 136,575***	***$ 1,000***	***$ 65,500***	***$ 203,075***	***20%***	***$ 808,628***	***$ 10,153.75***	***$ -***	***$ 10,153.75***
(Div. 17) - Technology												
1	Building Management and Control System	32	$ 86,837				$ -		$ 86,837	$ -		$ -
2	Communications Cabling	33	$ 79,962				$ -		$ 79,962	$ -		$ -
	Subtotal		***$ 166,799***	***$ -***	***$ -***	***$ -***	***$ -***		***$ 166,799***	***$ -***	***$ -***	***$ -***
Contingency			*$ 125,566.00*	*Original Contingency Value*								
1	Remaining Contingency Allowance		$ 149,258				$ -		$ 149,258	$ -		$ -
2	CAEA #1											
3	JC Electric	30	$ (18,465)				$ -		$ (18,465)	$ -		$ -
4	Texas Site Specialties	2	$ 41,944		$ 17,217		$ 17,217	41%	$ 24,727	$ 860.85		$ 860.85
5	ConSys Concrete	9	$ (31,413)				$ -		$ (31,413)	$ -		$ -
6	SRC, Inc	1	$ 10,650				$ -		$ 10,650	$ -		$ -
7	Southern Mechanical Plumbing	3	$ 2,364				$ -		$ 2,364	$ -		$ -
8	Pyramid Masonry	10	$ 1,200				$ -		$ 1,200	$ -		$ -
9	Liberty Fence	7	$ 1,138				$ -		$ 1,138	$ -		$ -
10	BRI Roofing and Sheet Metal	15	$ (5,800)				$ -		$ (5,800)	$ -		$ -
11	Bratton Steel	11	$ 2,546				$ -		$ 2,546	$ -		$ -

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractors signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4
APPLICATION DATE: 4/3/2009
PERIOD TO: 3/31/2009
CONTRACT NO.: B0011863

A	B	B1	C	D	E	F	G		H	I		
				WORK COMPLETED			TOTAL			RETAINAGE		
ITEM NO.	DESCRIPTION OF WORK	PAR REF #	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED TO DATE (D+E+F)	% G - C	BALANCE TO FINISH (C-G)	RETAINAGE AT 5%	RETAINAGE AMOUNT RELEASED	REMAINING RETAINAGE
12	Buster Wigley Construction	24	$ (2,500)				$ -		$ (2,500)	$ -		$ -
13	Artisan Moisture Protection	14	$ (1,122)				$ -		$ (1,122)	$ -		$ -
14	Hidalgo Industrial Services	29	$ (24,234)				$ -		$ (24,234)	$ -		$ -
15							$ -		$ -	$ -		$ -
	Subtotal		***$ 125,566***	***$ -***	***$ 17,717***	***$ -***	***$ 17,217***	***14%***	***$ 108,349***	***$ 860.85***	***$ -***	***$ 860.85***
Change Orders			$ -	*Current Total Change Orders Value from G702*								
1							$ -		$ -	$ -		$ -
2							$ -		$ -	$ -		$ -
3							$ -		$ -	$ -		$ -
4							$ -		$ -	$ -		$ -
5							$ -		$ -	$ -		$ -
	Subtotal		***$ -***	***$ -***	***$ -***	***$ -***	***$ -***		***$ -***	***$ -***	***$ -***	***$ -***
	Total		***$ 6,539,198***	***$ 868,297***	***$ 113,276***	***$ 65,500***	***$ 1,047,073***	***16.01%***	***$ 5,492,125***	***$ 52,354***	***$ 625***	***$ 51,729***
Phase 2 Fees												
1	Phase 2 Fee	1	$ 254,760	$ 33,828	$ 6,965		$ 40,793	16.01%	$ 213,967	$ 2,039.65		$ 2,039.65
	Grand Total		***$ 6,793,958***	***$ 902,125***	***$ 120,241***	***$ 65,500***	***$ 1,087,866***	***16.01%***	***$ 5,706,092***	***$ 54,393.30***	***$ 625.00***	***$ 53,768.30***

CONDITIONAL WAIVER OF MECHANICS' LIENS

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF DALLAS §

WHEREAS, Dallas County Community College District, as the Owner, has contracted with Starling Richardson Construction, Inc., as the Contractor, to furnish services, labor and/or materials in connection with the construction of certain improvements to real property located at 3737 Motley Drive, and being more particularly described as follows:

Eastfield College – Career Technology Center Expansion (Building T)
Mesquite, Texas

NOW, THEREFORE, contingent and condition precedent upon payment of the sum of **one hundred seventy-six thousand, four hundred fifty-three dollars and ninety-five cents ($176,453.95)** the receipt and adequacy of which is hereby acknowledged to be payment in full, except to the extent of retainage withheld, for all services, labor and/or materials furnished up to March 31, 2009, the undersigned, for itself and all of its subcontractors, suppliers, laborers, materialmen, and all other persons acting through or under it, does hereby waive and release any and all liens and rights or claims of lien of every kind with respect to the above described property and to the improvements and fixtures thereon on account of labor, services, materials, fixtures, apparatus, and/or machinery furnished by or through the undersigned to or for the above described property up to the date listed above.

The undersigned also warrants and represents that any and all debts and obligations owed to any subcontractors, suppliers, laborers, materialmen, and/or any other person acting through or under the undersigned have been satisfied to best of the contractors' knowledge.

The undersigned does hereby agree to indemnify and hold harmless the Owner from and against any and all claims, demands, and expenses (including attorneys' fees, expenses and court costs) resulting from any and all claims filed for funds due up to the above mentioned date by a subcontractor, supplier, laborer, materialman, and/or any other person acting through or under the undersigned in connection with the herein described property.

All provisions, requirements and responsibilities contained in this document are contingent upon Contractor receiving full payment of the amount shown above in accordance with the Contract documents between Owner and Contractor. Payments of the funds due Contractor are a condition precedent to any of the provisions contained herein.

Starling Richardson Construction, Inc.

By:_____
Its: _____

SUBSCRIBED AND SWORN to before me on this ____day of _____, 2009

_____
Notary Public, State of Texas

Starling Richardson
CONSTRUCTION

LETTER OF TRANSMITTAL

TO: Johnson/McKibben Architects, Inc.
965 Slocum St.
Dallas, TX 75207

Date: 4-3-2009

ATTN: Alan Wray

Project: DCCCD Eastfield College – Technology Center Expansion

We are sending you the following items for:

☐ Approval	☐ Resubmittal	☐ Owner's Selection	☒ Your Review
☐ Your Files	☐ Color Selection	☒ Forward To Owner	☐ Your Comment

Copies	Description
4	Pay Application #4, March 2009
1	Progress Meetings 8-11 Minutes
1	Construction schedule with progress updates
1	March daily reports
	CD of progress photos forthcoming at next meeting

Remarks:

Sincerely,
Starling Richardson Construction, Inc.

Eric Stanaland
Project Manager

1201 Kas Drive, Suite D • Richardson, Texas 75081 • (972) 238-8131 telephone • (972) 238-9171 fax
www.starlingrichardson.com

Application and Certificate for Payment

TO OWNER:	Dallas County Community College District 1505 S. Lamar, Suite 1015, Dallas, TX 75215	**PROJECT:**	Eastfield College - Career Tech. Center Expansion 3737 Motley Drive, Mesquite, TX 75150	**APPLICATION NO:** **PERIOD TO:** **PERIOD FROM:** **SUBMISSION DATE:** **CONTRACT NO:**	4 3/31/2009 3/1/2009 4/3/2009 B0011863
FROM CONTRACTOR:	Starling Richardson Construction, Inc. 1201 Kas Drive, Suite D, Richardson, TX 75081	**VIA ARCHITECT:**	Johnson/McKibben Architects, Inc. 965 Slocum Street, Dallas, TX 75207		

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is hereby made for Payment, as shown below, in connection with the Contract. Contract Continuation Sheet(s), as attached.

1.	**ORIGINAL CONTRACT AMOUNT**		$ 6,793,958.00
2.	**Net change by Change Order(s)**		$ -
3.	**CONTRACT SUM TO DATE** (line 1 + 2)		$ 6,793,958.00
4.	**TOTAL COMPLETED & STORED TO DATE** (Column G on G703)		$ 1,087,866.00
5.	**RETAINAGE:**		
a.	5% of Completed Work: (Column D + E on G703)	$ 51,118.30	
b.	5% of Stored Materials: (Column F on G703)	$ 3,275.00	
c.	Retainage Released: (Column I on G703)	$ (625.00)	
	Total Retainage (line 5a + 5b + 5c or Total in Column I of G703)		$ 53,768.30
6.	**TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)		$ 1,034,097.70
7.	**LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)		$ 857,643.75
8.	**CURRENT PAYMENT DUE**		$ 176,453.95
9.	**BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6)	$ 5,759,860.30	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	$ -	
Total approved this Month		
TOTALS	$ -	$ -
NET CHANGES by Change Order	$	-

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work in which previous certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein in now due.

CONTRACTOR:

By: _____ Date: _____

State of: Texas

County of:

Subscribed and sworn to before me this _____ day of _____ ,2009

Notary Public:

Notary Public:

My Commission expires:

ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....

(Attach explanation if the amount certified differs from the amounts applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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Monthly Pay Activity Report

Construction manager Name: **Starling Richardson Construction, Inc.**

DCCCD P.O. Number: **B0011883**

Project Name: **Eastfield College - Career Tech. Center Expansion**

Period From: 3/1/2009

Period To: 03/31/2009

Application Date: 4/20/2009

PAR Ref. #	Company Name	Committed %	Committed $	% of Total Committed $'s Actually Paid	M/WBE Certification type and Number: Classification	Classification Certified by (NCTRCA, HUB or Self)	Certification Number	Non M/WBE	Anticipated Date of First Payment	Total Earned Less Retainage	Sum of Payments Actually Made	Payments Pending	Subcontractor Payment Acknowledgement
0	Uncommitted	2%	$149,258	0.00%				0		$0.00			
1	Starling Richardson Construction, In	20.3%	$ 1,376,714	0.00%				0		$345,201.40		$345,201.40	
2	Texas Site Specialties, Inc.	3.4%	$ 229,022	3.73%				0		$136,806.65	$8,550.00	$128,256.65	
3	Southern Mechanical Plumbing, Inc.	3.4%	$ 228,489	64.76%				0		$194,695.85	$147,961.55	$46,734.30	
4	AIM Termite & Pest Control	0.0%	$ 2,500	0.00%				0		$0.00	$0.00	$0.00	
5	Striping Plus, Inc.	0.1%	$ 3,988	0.00%				0		$0.00	$0.00	$0.00	
6	Extreme Environment	0.1%	$ 5,105	0.00%				0		$0.00	$0.00	$0.00	
7	Liberty Fence Co, Inc.	0.4%	$ 29,728	0.00%				0		$1,081.10	$0.00	$1,081.10	
8	Hayward Baker, Inc.	0.7%	$ 49,949	0.00%				0		$27,018.95	$0.00	$27,018.95	
9	ConSys Concrete Contractors	9.0%	$ 609,505	0.00%		HUB	1752777575700			$8,501.55	$0.00	$8,501.55	
10	Pyramid Masonry, Inc.	1.9%	$ 129,375	0.00%				0		$1,140.00	$0.00	$1,140.00	
11	Bration Steel, L.P.	4.9%	$ 335,738	7.60%				0		$31,350.00	$25,500.00	$5,850.00	
12	Mr. Steel	1.8%	$ 120,800	0.00%		HUB	1760461926800			$0.00	$0.00	$0.00	
13	Toppy's Architectural Millwork	0.1%	$ 5,670	0.00%				0		$0.00	$0.00	$0.00	
14	Artisan Moisture Protection, Inc.	0.4%	$ 26,512	0.00%				0		$0.00	$0.00	$0.00	
15	BRI Roofing and Sheet Metal, Inc.	3.8%	$ 258,600	0.00%				0		$0.00	$0.00	$0.00	
16	Piper-Weatherford	1.6%	$ 109,186	0.00%				0		$0.00	$0.00	$0.00	
17	Total Protection Door Masters	0.2%	$ 13,740	0.00%				0		$0.00	$0.00	$0.00	
18	Country Glass & Mirror, Inc.	0.6%	$ 42,840	0.00%		HUB	1752345812700			$3,534.00	$0.00	$3,534.00	
19	ABC Doors of Dallas, Inc.	1.2%	$ 80,202	0.00%				0		$0.00	$0.00	$0.00	
20	FMC Drywall, Inc.	7.2%	$ 489,500	0.00%				0		$0.00	$0.00	$0.00	
21	Smith Floor Covering Co.	0.1%	$ 9,125	0.00%				0		$0.00	$0.00	$0.00	
22	Fabulous Floors, Inc.	0.3%	$ 17,175	0.00%				0		$0.00	$0.00	$0.00	
23	S. Webb & Associates	1.9%	$ 132,382	0.00%		NCTRCA	HMMB32202Y0907			$0.00	$0.00	$0.00	
24	Buster Wigley Construction	2.2%	$ 151,642	0.00%				0		$0.00	$0.00	$0.00	
25	Texas Specialties & Installation	0.3%	$ 23,700	0.00%				0		$0.00	$0.00	$0.00	
26	Storage Equipment Co., Inc.	0.1%	$ 3,565	0.00%				0		$0.00	$0.00	$0.00	
27	Blinds Depot	0.1%	$ 8,500	0.00%				0		$0.00	$0.00	$0.00	
28	Recon Fire Services, Inc.	0.9%	$ 63,000	0.00%				0		$6,460.00	$0.00	$6,460.00	
29	Hidalgo Industrial Services, Inc.	13.5%	$ 920,411	7.94%				0		$85,386.95	$73,062.60	$12,324.35	
30	JC Electric	13.8%	$ 934,255	13.54%				0		$192,921.25	$126,516.25	$66,405.00	
31	Simplex Grinnell	0.87%	$ 58,983	0.00%				0		$0.00	$0.00	$0.00	
32	TAC Americas	1.28%	$ 86,837	0.00%				0		$0.00	$0.00	$0.00	
33	TBD - Communications Cabling	1.18%	$ 79,962	0.00%				0		$0.00	$0.00	$0.00	
34	TBD - Signage	0.12%	$ 8,000	0.00%				0		$0.00	$0.00	$0.00	
	Total	**100%**	**$ 6,793,958**	12.62%						**$1,034,097.70**	**$857,643.75**	**$176,453.95**	

Eric Stanaland
Name of Signer

Project Manager
Title

Starling Richardson Construction, Inc. /Date

Total Contract Amount	$	6,793,958
Total Committed M/WBE %		13%
Total Committed M/WBE $'s	$	905,527
Contract Amount Paid %		12.62%
Contract Amount Paid $'s	$	857,644
M/WBE Participation Paid %		55.51%
M/WBE Participation Paid $'s	$	476,053
Non-M/WBE Participation Paid %		44.49%
Non-M/WBE Participation Paid $'s	$	381,590

**The amounts reported above reflect actual receipts by the Sub-Consultants during the previous month and do NOT include payments requested by this invoice*

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Summary Sheet - Eastfield College - Career Tech. Center Expansion

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractors signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4
APPLICATION DATE: 4/3/2009
PERIOD TO: 3/31/2009
CONTRACT NO.: B0011863

A	B	C	D	E	F	G		H	I		
			WORK COMPLETED						RETAINAGE		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C-G)	RETAINAGE AT 5%	RETAINAGE AMOUNT RELEASED	REMAINING RETAINAGE
1	(Div. 1) - General Requirements	$ 811,083	$ 247,685	$ 51,218	$ -	$ 298,903	36.85%	$ 512,180	$ 14,945.15	$ 625.00	$ 14,320.15
2	(Div. 2) - Site Construction	$ 720,637	$ 351,707	$ 32,621	$ -	$ 384,328	53.33%	$ 336,309	$ 19,216.40	$ -	$ 19,216.40
3	(Div. 3) - Concrete	$ 651,718	$ 8,949	$ -	$ -	$ 8,949	1.37%	$ 642,769	$ 447.45	$ -	$ 447.45
4	(Div. 4) - Masonry	$ 128,175	$ 1,200	$ -	$ -	$ 1,200	0.94%	$ 126,975	$ 60.00	$ -	$ 60.00
5	(Div. 5) - Metals	$ 497,712	$ 25,500	$ 7,500	$ -	$ 33,000	6.63%	$ 464,712	$ 1,650.00	$ -	$ 1,650.00
6	(Div. 6) - Wood and Plastics	$ 26,988	$ -	$ -	$ -	$ -		$ 26,988	$ -	$ -	$ -
7	(Div. 7) - Thermal and Moisture	$ 292,034	$ -	$ -	$ -	$ -		$ 292,034	$ -	$ -	$ -
8	(Div. 8) - Doors & Windows	$ 247,210	$ -	$ 3,720	$ -	$ 3,720	1.50%	$ 243,490	$ 186.00	$ -	$ 186.00
9	(Div. 9) - Finishes	$ 802,324	$ -	$ -	$ -	$ -		$ 802,324	$ -	$ -	$ -
10	(Div. 10) - Specialties	$ 36,070	$ -	$ -	$ -	$ -		$ 36,070	$ -	$ -	$ -
12	(Div. 12) - Furnishings	$ 13,534	$ -	$ -	$ -	$ -		$ 13,534	$ -	$ -	$ -
15	(Div. 15) - Mechanical	$ 1,007,645	$ 96,681	$ -	$ -	$ 96,681	9.59%	$ 910,964	$ 4,834.05	$ -	$ 4,834.05
16	(Div. 16) - Electrical	$ 1,011,703	$ 136,575	$ 1,000	$ 65,500	$ 203,075	20.07%	$ 808,628	$ 10,153.75	$ -	$ 10,153.75
17	(Div. 17) - Technology	$ 166,799	$ -	$ -	$ -	$ -		$ 166,799	$ -	$ -	$ -
28	Contingency	$ 125,566	$ -	$ 17,217	$ -	$ 17,217	13.71%	$ 108,349	$ 860.85	$ -	$ 860.85
29	Change Orders	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -
30	Phase 2 Fees	$ 254,760	$ 33,828	$ 6,965	$ -	$ 40,793	16.01%	$ 213,967	$ 2,039.65	$ -	$ 2,039.65
	Total	*$ 6,793,958*	*$ 902,125*	*$ 120,241*	*$ 65,500*	*$ 1,087,866*	*16.01%*	*$ 5,706,092*	*$ 54,393.30*	*$ 625.00*	*$ 53,768.30*

Continuation Sheet - Eastfield College - Career Tech. Center Expansion

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractors signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4
APPLICATION DATE: 4/3/2009
PERIOD TO: 3/31/2009
CONTRACT NO.: B0011863

A	B	B1	C	D	E	F	G		H	I		
				WORK COMPLETED			TOTAL			RETAINAGE		
ITEM NO.	DESCRIPTION OF WORK	PAR REF #	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED TO DATE (D+E+F)	% G - C	BALANCE TO FINISH (C-G)	RETAINAGE AT 5%	RETAINAGE AMOUNT RELEASED	REMAINING RETAINAGE
(Div. 1) - General Requirements												
1	Phase I Preconstruction and Consulting Fee	1	$ 12,500	$ 12,500			$ 12,500	100%	$ -	$ 625.00	$ 625.00	$ -
2	Phase 2 General Conditions	1	$ 798,583	$ 235,185	$ 51,218		$ 286,403	36%	$ 512,180	$ 14,320.15		$ 14,320.15
	Subtotal		***$ 811,083***	***$ 247,685***	***$ 51,218***	***$ -***	***$ 298,903***	***37%***	***$ 512,180***	***$ 14,945.15***	***$ 625.00***	***$ 14,320.15***
(Div. 2) - Site Construction												
1	Site Work	2	$ 187,078	$ 126,790			$ 126,790	68%	$ 60,288	$ 6,339.50		$ 6,339.50
2	Site Utilities	3	$ 226,125	$ 204,943			$ 204,943	91%	$ 21,182	$ 10,247.15		$ 10,247.15
3	Termite Treatment	4	$ 2,500				$ -		$ 2,500	$ -		$ -
4	Stripe Paving, Wheelstops, Site Signage	5	$ 3,988				$ -		$ 3,988	$ -		$ -
5	Erosion Control Devices - Intial Installation	6	$ 5,105				$ -		$ 5,105	$ -		$ -
6	Erosion Control - Inspection & Mainteance	1	$ 27,753	$ 3,450	$ 538		$ 3,988	14%	$ 23,765	$ 199.40		$ 199.40
7	Misc. Site Labor & Misc. Site Equipment	1	$ 90,359	$ 4,523	$ 1,774		$ 6,297	7%	$ 84,062	$ 314.85		$ 314.85
8	Construction Fence	1	$ 17,135	$ 9,878	$ 316		$ 10,194	59%	$ 6,941	$ 509.70		$ 509.70
9	Chain Link Fence & Wrought Iron Gates	7	$ 28,590	$ 1,138			$ 1,138	4%	$ 27,452	$ 56.90		$ 56.90
10	Lime Injection	8	$ 49,949		$ 28,441		$ 28,441	57%	$ 21,508	$ 1,422.05		$ 1,422.05
11	Selective Demolition	1	$ 82,055	$ 985	$ 1,552		$ 2,537	3%	$ 79,518	$ 126.85		$ 126.85
	Subtotal		***$ 720,637***	***$ 351,707***	***$ 32,621***	***$ -***	***$ 384,328***	***53%***	***$ 336,309***	***$ 19,216.40***	***$ -***	***$ 19,216.40***
(Div. 3) - Concrete												
1	Turnkey Concrete	9	$ 640,918	$ 8,949			$ 8,949	1%	$ 631,969	$ 447.45		$ 447.45
2	Sealer at Exposed Concrete Floors	1	$ 10,800				$ -		$ 10,800	$ -		$ -
	Subtotal		***$ 651,718***	***$ 8,949***	***$ -***	***$ -***	***$ 8,949***	***1%***	***$ 642,769***	***$ 447.45***	***$ -***	***$ 447.45***
(Div. 4) - Masonry												
1	Masonry	10	$ 128,175	$ 1,200			$ 1,200	1%	$ 126,975	$ 60.00		$ 60.00
	Subtotal		***$ 128,175***	***$ 1,200***	***$ -***	***$ -***	***$ 1,200***	***1%***	***$ 126,975***	***$ 60.00***	***$ -***	***$ 60.00***
(Div. 5) - Metals												
1	Structural Steel, Joists, & Deck - Material	11	$ 333,192	$ 25,500	$ 7,500		$ 33,000	10%	$ 300,192	$ 1,650.00		$ 1,650.00
2	Structural Steel, Joists, & Deck - Erection	12	$ 120,800				$ -		$ 120,800	$ -		$ -
3	Miscellaneous Steel - Labor	1	$ 43,720				$ -		$ 43,720	$ -		$ -
	Subtotal		***$ 497,712***	***$ 25,500***	***$ 7,500***	***$ -***	***$ 33,000***	***7%***	***$ 464,712***	***$ 1,650.00***	***$ -***	***$ 1,650.00***
(Div. 6) - Wood and Plastics												

Continuation Sheet - Eastfield College - Career Tech. Center Expansion

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractors signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4
APPLICATION DATE: 4/3/2009
PERIOD TO: 3/31/2009
CONTRACT NO.: B0011863

A	B	B1	C	D	E	F	G		H	I		
				WORK COMPLETED			TOTAL			RETAINAGE		
ITEM NO.	DESCRIPTION OF WORK	PAR REF #	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED TO DATE (D+E+F)	% G - C	BALANCE TO FINISH (C-G)	RETAINAGE AT 5%	RETAINAGE AMOUNT RELEASED	REMAINING RETAINAGE
1	Display Case with Glass Doors and Shelves	13	$ 5,670				$ -		$ 5,670	$ -		$ -
2	Miscellaneous Wood Blocking	1	$ 21,318				$ -		$ 21,318	$ -		$ -
	Subtotal		***$ 26,988***	$ -	$ -	$ -	$ -		***$ 26,988***	$ -	$ -	$ -
(Div. 7) - Thermal and Moisture												
1	Waterproofing, Dampproofing, and Sealants	14	$ 27,634				$ -		$ 27,634	$ -		$ -
2	TPO Roofing & Sheet Metal & Metal Roofing	15	$ 249,400				$ -		$ 249,400	$ -		$ -
3	Patching at Existing Roof	15	$ 15,000				$ -		$ 15,000	$ -		$ -
	Subtotal		***$ 292,034***	$ -	$ -	$ -	$ -		***$ 292,034***	$ -	$ -	$ -
(Div. 8) - Doors & Windows												
1	Doors, Frames, & Hardware - Material	16	$ 109,186				$ -		$ 109,186	$ -		$ -
2	Doors and Hardware - Labor	17	$ 13,740				$ -		$ 13,740	$ -		$ -
3	Storefront, Windows, Glass & Glazing	18	$ 42,840		$ 3,720		$ 3,720	9%	$ 39,120	$ 186.00		$ 186.00
4	Overhead Coiling Doors	19	$ 80,202				$ -		$ 80,202	$ -		$ -
5	Access Doors	1	$ 1,242				$ -		$ 1,242	$ -		$ -
	Subtotal		***$ 247,210***	$ -	$ 3,720	$ -	***$ 3,720***	***2%***	***$ 243,490***	***$ 186.00***	$ -	***$ 186.00***
(Div. 9) - Finishes												
1	Drywall & Acoustical	20	$ 489,500				$ -		$ 489,500	$ -		$ -
2	Ceramic Tile	21	$ 9,125				$ -		$ 9,125	$ -		$ -
3	Floor Coverings	22	$ 17,175				$ -		$ 17,175	$ -		$ -
4	Painting	23	$ 132,382				$ -		$ 132,382	$ -		$ -
5	Lath & Plaster	24	$ 154,142				$ -		$ 154,142	$ -		$ -
	Subtotal		***$ 802,324***	$ -	$ -	$ -	$ -		***$ 802,324***	$ -	$ -	$ -
(Div. 10) - Specialties												
1	Visual Display Boards	25	$ 6,800				$ -		$ 6,800	$ -		$ -
2	Toilet Partitions & Accessories	25	$ 11,100				$ -		$ 11,100	$ -		$ -
3	Corner Guards	25	$ 3,000				$ -		$ 3,000	$ -		$ -
4	Fire Extinguishers and Cabinets	25	$ 2,800				$ -		$ 2,800	$ -		$ -
5	Storage Shelving	26	$ 3,565				$ -		$ 3,565	$ -		$ -
	Signage Allowance	34	$ 8,000				$ -		$ 8,000	$ -		$ -
6	Fire Department Lock Box	1	$ 805				$ -		$ 805	$ -		$ -

Starling Richardson CONSTRUCTION

Project Scheduling Narrative

In the past, Starling Richardson Construction, Inc. has utilized Microsoft Project to prepare our Gantt (Bar) and CPM construction schedules. ***(Note: We would be willing to provide schedules using any software the Ownr might prefer.)*** We review and update the project schedule every one to two weeks to ensure the project is completed in a timely manner. During these updates the schedule may be modified to make-up for lost time or to possibly gain time ahead of the original schedule.

In the past several years, Starling Richardson Construction, Inc. completed several major addition and renovation projects for Plano I.S.D., where the scope of work was divided into separate phases. Starling Richardson provided separate schedules for each phase of work. Scheduling projects of this nature requires extensive planning and coordination with the Owner, particularly since the facilities must remain in operation with students attending class during most of the construction period. Each of these projects was separated into numerous phases. We are able to create and maintain a functional schedule for each phase of these projects due to the concerted efforts of Starling Richardson, the Owner, the Architect, and City officials. Our superintendent on-site coordinated with the principal and staff to ensure that disruptions are minimal. During TAAS testing disruptions were eliminated by rescheduling work that was distracting or noisy in order to provide the best "Testing" environment for the students.

In preparing a specific management plan it is necessary to consider that this is an existing facility that must remain functional during the construction period. To that end, both the existing services and new services must be maintained. Maintaining services such as utilities, technology, life safety systems, and climate control are absolute necessities to provide the proper teaching environment and these can be challenging when buildings are undergoing additions and renovations. Scheduling of shut-down of these services is critical so as not to hinder the mission of the staff. It is important that this work be closely coordinated with the owner's representative. Also, maintaining a separation between the on-going work and the faculty and students is critical and must also be considered when devising a safe management plan. Scheduling the delivery of materials so that they are available when they are required is a critical necessity. Recently we completed the Additions and Renovations at Jackson Elementary School. After the Management and Phasing Plan was developed, it was important that our superintendent coordinate the plan with the principal on-site. The principal at Jackson ES is Mrs. Kris Benson. She can be contacted at (469) 752-2110.

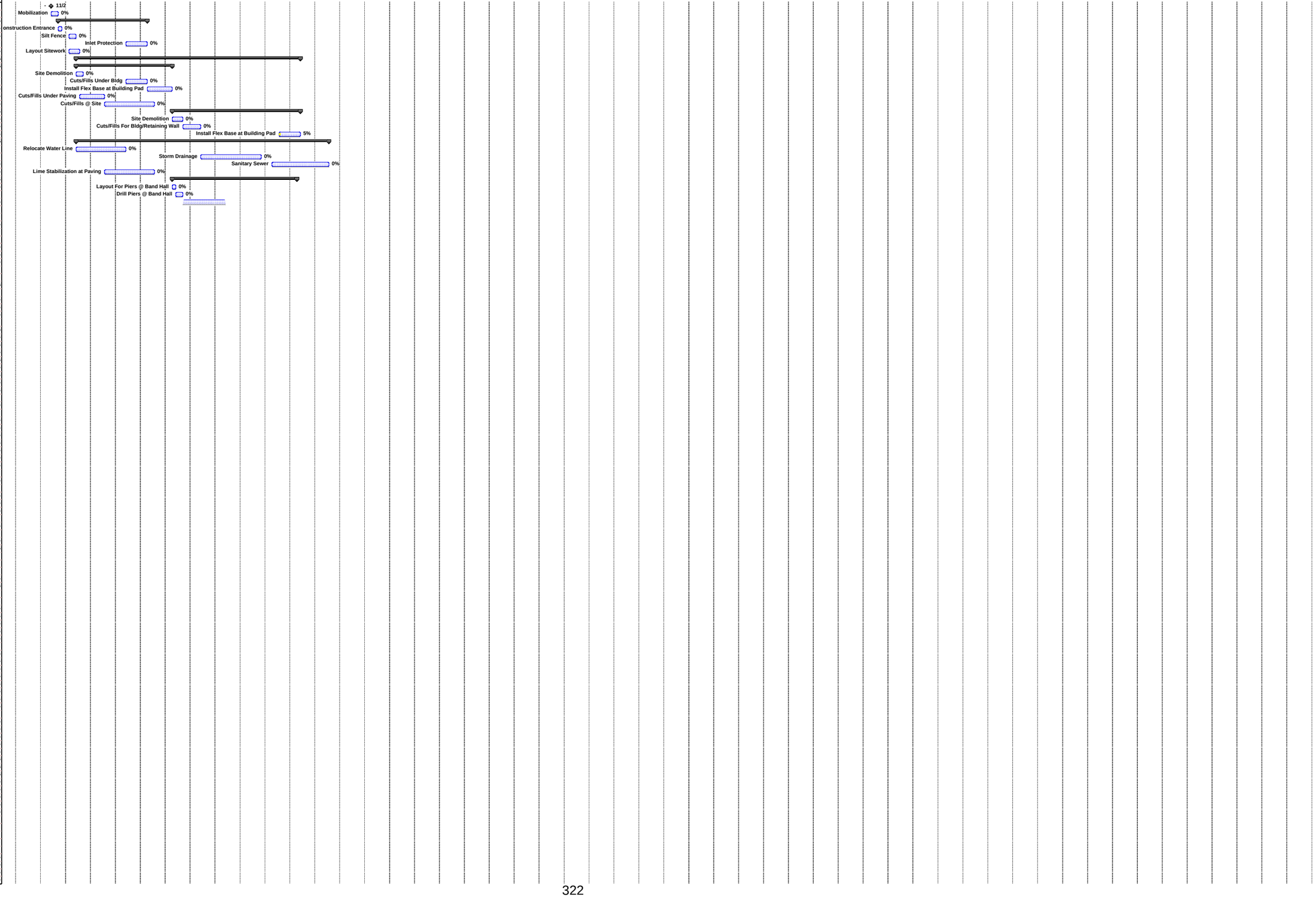
Another example of how the schedule is affectively utilized, a couple of years ago we constructed Shepton High School Science Classrooms and Band Hall Additions for Plano I.S.D. as a "phased" project. This project included renovations at existing science classrooms and some aesthetic renovations throughout the existing facility. Starling Richardson was able to achieve Substantial Completion on that project more than 6 months ahead of schedule and considerably below the budget by working diligently with the owner, architect, subcontractors and suppliers to maintain a revised project schedule which emphasized early substantial completion dates.

Several years ago Starling Richardson also completed the Frank Guzick Elementary School for Dallas I.S.D. From the start, this project was beset by delays caused by the City of Dallas as well as internal problems within the district. By continually reviewing and adjusting the construction schedule, Starling Richardson was able to keep the project on schedule without requesting time extensions from the Owner that would have extended the completion date for this project well into the school year.

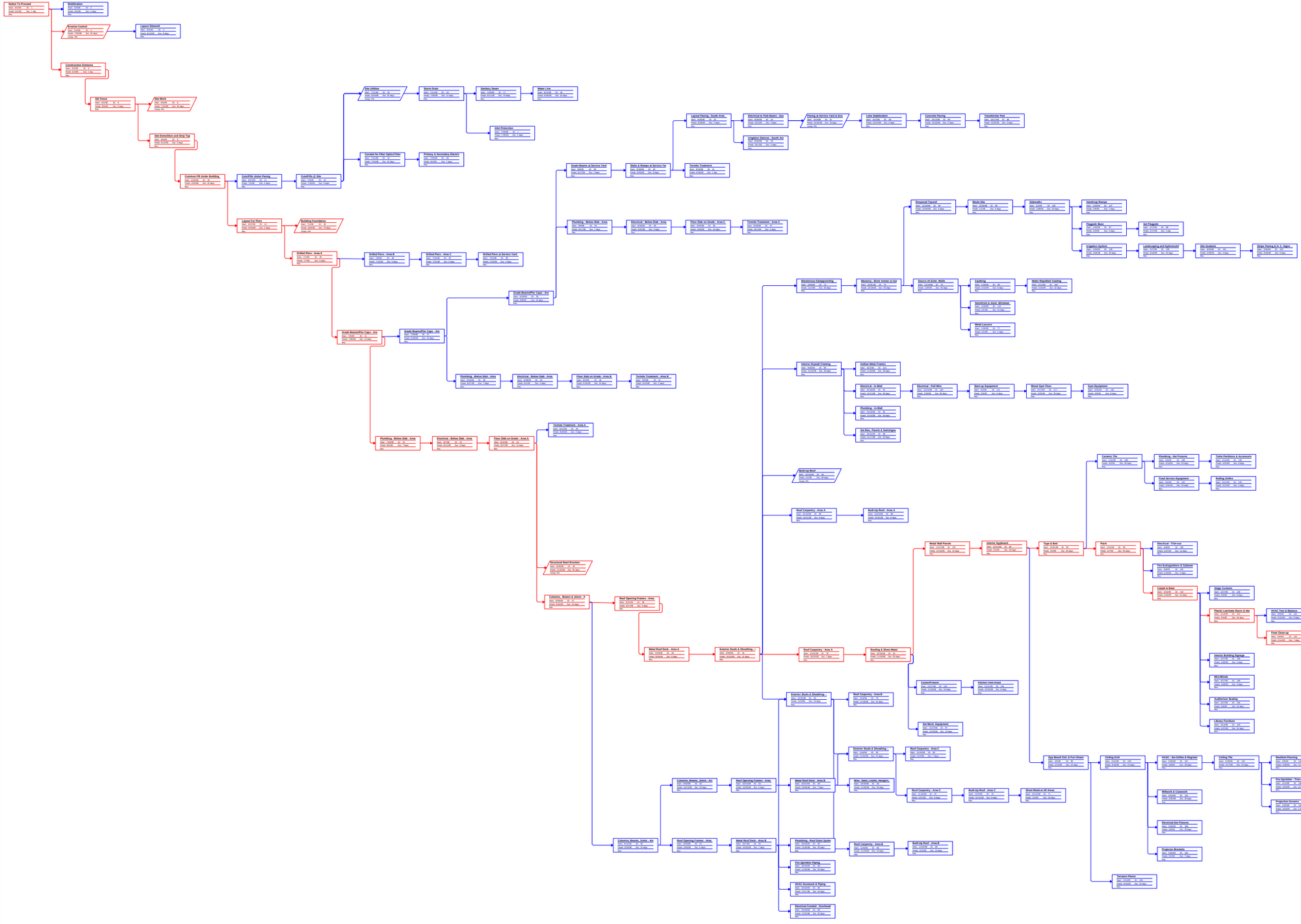
Starling Richardson has never failed to complete a project in time for the staff and students to be able to occupy the facility within the time frame required by contract.

Following are samples of our Gantt (Bar) and CPM construction schedules. These are normally printed in a 36" x 24" (or larger) format.

ID	Task Name	Duration	Start
1		0 days	Wed 11/2/05
2	Mobilization	2 days	Wed 11/2/05
4	**Erosion Control**	**15 days**	**Fri 11/4/05**
5	Construction Entrance	1 day	Fri 11/4/05
6	Silt Fence	2 days	Mon 11/7/05
7	Inlet Protection	2 days	Wed 11/23/05
3	Layout Sitework	3 days	Mon 11/7/05
8	**Site Work**	**41 days**	**Wed 11/9/05**
9	**Pad Prep At Band Hall**	**17 days**	**Wed 11/9/05**
10	Site Demolition	2 days	Wed 11/9/05
11	Cuts/Fills Under Bldg	2 days	Wed 11/23/05
12	Install Flex Base at Building Pad	5 days	Tue 11/29/05
17	Cuts/Fills Under Paving	5 days	Thu 11/10/05
18	Cuts/Fills @ Site	8 days	Thu 11/17/05
13	**Pad Prep At Science Lab**	**24 days**	**Tue 12/6/05**
14	Site Demolition	3 days	Tue 12/6/05
15	Cuts/Fills For Bldg/Retaining Wall	3 days	Fri 12/9/05
16	Install Flex Base at Building Pad	4 days	Thu 1/5/06
20	**Site Utilities**	**47 days**	**Wed 11/9/05**
21	Relocate Water Line	10 days	Wed 11/9/05
23	Storm Drainage	12 days	Wed 12/14/05
22	Sanitary Sewer	12 days	Tue 1/3/06
43	Lime Stabilization at Paving	8 days	Thu 11/17/05
24	**Foundation For Band Hall**	**23 days**	**Tue 12/6/05**
25	Layout For Piers @ Band Hall	1 day	Tue 12/6/05
26	Drill Piers @ Band Hall	2 days	Wed 12/7/05
27	Grade Beams/ Pier Caps @ Band Hall	8 days	Fri 12/9/05
28	Plumbing - Below Slab @ Band Hall	4 days	Wed 12/21/05
29	Electrical - Below Slab @ Band Hall	2 days	Wed 12/28/05
30	Floor Slab on Grade @ Band Hall	6 days	Fri 12/30/05
31	Termite Treatment at Band Hall	1 day	Wed 1/4/06
19	Retaining Wall	21 days	Wed 12/21/05
40	Layout Paving at Band Hall	1 day	Fri 12/23/05
41	Irrigation Sleeves	2 days	Tue 12/27/05
42	Electrical to Pole Bases	5 days	Tue 12/27/05
51	Termite Treatment @ Band Hall	1 day	Wed 1/4/06
62	Concrete Paving	25 days	Wed 1/4/06
32	**Foundation For Sci. Lab**	**23 days**	**Wed 1/11/06**
33	Layout For Piers @ Sci. Lab	1 day	Wed 1/11/06
34	Drill Piers @ Sci. Lab	2 days	Thu 1/12/06
35	Grade Beams/ Pier Caps @ Sci. Labl	8 days	Mon 1/16/06
36	Plumbing - Below Slab @ Sci. Lab	4 days	Thu 1/26/06
37	Electrical - Below Slab @ Sci. Lab	2 days	Wed 2/1/06
38	Floor Slab on Grade @ Sci. Lab	6 days	Fri 2/3/06
39	Termite Treatment at Sci. Lab	1 day	Tue 2/7/06
44	**Structural Steel Erection**	**59 days**	**Tue 1/31/06**
45	Columns, Beams & Joists	23 days	Tue 1/31/06
46	Pan Stairs	5 days	Fri 3/3/06
47	Roof Opening Frames	5 days	Fri 3/10/06
48	Deck at Second Floor	4 days	Fri 3/17/06
49	Metal Roof Deck	7 days	Thu 3/23/06
50	Misc. Steel, Lintels, Hangers, Etc	15 days	Mon 4/3/06
63	Light Pole Bases	6 days	Wed 2/8/06
64	Pour Concrete at Second Floor	4 days	Thu 3/23/06
65	Pour Concrete Pan Stairs	1 day	Wed 3/29/06
53	Exterior Studs & Sheathing	20 days	Mon 4/3/06
58	Plumbimg - Roof Drain System	15 days	Mon 4/3/06
59	Fire Sprinkler Piping	20 days	Mon 4/3/06
60	HVAC Ductwork	35 days	Mon 4/3/06
61	Electrical Conduit - Overhead	35 days	Mon 4/3/06
56	Roof Carpentry	7 days	Mon 4/17/06
66	Interior Drywall Framing	32 days	Mon 4/17/06
90	Hollow Metal Frames	26 days	Wed 4/19/06
54	Dampproofing	8 days	Tue 4/25/06
57	Roofing & Sheet Metal	20 days	Wed 4/26/06
68	Electrical - In-Wall	30 days	Thu 4/27/06
69	Plumbing - In-Wall	30 days	Mon 5/1/06
55	Masonry - Brick Veneer & Cast Stone	40 days	Tue 5/2/06
98	Site Sealants	2 days	Wed 5/3/06
77	Set Elec. Panels & Switchgear	10 days	Mon 5/8/06
76	Set Mech. Equipment	7 days	Wed 5/24/06
52	Interior Gypboard	32 days	Thu 6/1/06
79	Electrical - Pull Wire	25 days	Fri 6/9/06
70	Tape & Bed	32 days	Wed 6/21/06
72	Respread Topsoil	6 days	Wed 6/28/06
89	Storefront & Alum. Windows	25 days	Wed 6/28/06
73	Rework/Repair Sprinkler System - By PISD	15 days	Thu 7/6/06
71	Paint	50 days	Fri 7/7/06
78	Caulking	8 days	Wed 7/12/06
82	Ceramic Tile	12 days	Wed 7/12/06
87	Start-up Equipment	6 days	Fri 7/14/06
67	Gyp Board Ceil. & Furr-Downs	8 days	Mon 7/17/06
80	Ceiling Grid	20 days	Mon 7/24/06
74	Landscape/Sod/Hydromulch By PISD	15 days	Thu 7/27/06
85	Plumbing - Set Fixtures	15 days	Fri 7/28/06
86	Ceiling Tile	19 days	Wed 8/2/06
83	HVAC - Set Grilles & Registers	12 days	Mon 8/7/06
84	Electrical-Set Fixtures	14 days	Mon 8/7/06
88	Laboratory Casework	25 days	Mon 8/14/06
75	Blade Site	5 days	Thu 8/17/06
100	Stripe Paving & H. C. Signs	2 days	Thu 8/17/06
94	Toilet Partitions & Accessories	5 days	Fri 8/18/06
81	Plastic Laminate Wall Panels	10 days	Mon 8/21/06
112	Fire Sprinkler - Trim-out	6 days	Tue 8/22/06
92	Carpet	12 days	Wed 8/23/06
96	Sidewalks	12 days	Thu 8/24/06
101	Fire Alarm Trim-out	5 days	Tue 8/29/06
104	Projection Screens	3 days	Tue 8/29/06
107	Millwork	8 days	Tue 8/29/06
93	Resilient Flooring	14 days	Thu 8/31/06
91	Visual Display Boards	5 days	Fri 9/8/06
95	Plastic Laminate Doors & Hardware	8 days	Fri 9/8/06
105	Wenger Wall Panels & Diffusers	5 days	Fri 9/8/06
97	Handicap Ramps	4 days	Mon 9/11/06
99	Fire Extinguishers & Cabinets	2 days	Fri 9/15/06
106	Wenger Music Storage	4 days	Fri 9/15/06
111	Electrical - Trim-out	12 days	Fri 9/15/06
113	Residential Appliances	2 days	Mon 9/18/06
102	Interior Building Signage - By PISD	2 days	Wed 9/20/06
108	Corner Guards	3 days	Wed 9/20/06
109	Metal Lockers	5 days	Wed 9/20/06
110	Mini-Blinds & Shades	4 days	Wed 9/20/06
114	Final Clean-up	8 days	Wed 9/20/06
103	Plaque	1 day	Fri 9/22/06
115	Substantial Completion	0 days	Fri 9/29/06
116	Punch-List	8 days	Mon 10/2/06
117	School Move-In - By PISD	5 days	Thu 10/12/06



SIGLER ELEMENTARY SCHOOL
PLANO ISD
PRELIMINARY SCHEDULE



Starling Richardson

Owner / Architect References:

1. **Additions and Renovations to Baxter Elementary School – Midlothian ISD**
   Additions and Renovations to Frank Seale Middle School – Midlothian ISD

Owner:	Midlothian I.S.D.	972-775-8296
	David Boswell (Cell 469-446-4677)	972-775-1501 Fax
Architect:	VLK Architects, Inc.	817-640-0457
	Rola Fadel (Cell 817-233-2627)	817-633-9600 Fax

2. **Dallas County Community College District**
   North Lake College – Coppell Campus

Owner's Representative:	Brenda Spinelli (Cell 214-293-7934)	972-860-5140 214-421-5239 Fax
Architect:	Jacobs Engineering	214-424-7553
	Ana Guerra (Cell 214-708-2435)	214-696-3499 Fax

3. **Addition and Renovations to Mathews Elementary School – Plano ISD**
   Addition and Renovations to Shepton High School – Plano ISD

Owner:	Plano I.S.D.	469-752-1488
	Dusty Nugent (972-971-3513)	469-752-1481 Fax
Architect:	Jacobs Engineering	214-424-7553
	Ana Guerra (Cell 214-708-2435)	214-696-3499 Fax

4. **Addition and Renovations to Wells Elementary School – Plano ISD**

Owner:	Plano I.S.D.	469-752-1488
	Kyle Sims (Cell 469-446-8204)	(Now with Frisco ISD)
Architect:	Corgan Associates Architects	214-748-2000
	David Safir	214-757-1894 Fax

5. **Joe Wilson Intermediate School – Cedar Hill ISD**
   Lake Ridge Elementary School – Cedar Hill ISD

Owner:	Cedar Hill I.S.D.	214-725-6285
	Jim Robertson (Cell 214-725-6285)	(Now with Hill & Wilkensen)
Architect:	BMA Architects, Inc.	972-572-0431
	Don McGee	972-572-1536 Fax

1201 Kas Drive, Suite D • Richardson, Texas 75081 • (972) 238-8131 telephone • (972) 238-9171 fax

6. **Anderson Elementary School – Allen ISD**

Owner:	Allen I.S.D.	
	Bob Curtis, Director of Facilities (Retired)	972-727-3048 Home
Architect:	STB Architects and Planners, Inc.	214-739-8080
	Bryan Thruston	214-739-8084 Fax

7. **Canyon Creek Sanctuary and Classrooms**
Canyon Creek Youth Facility

Owner	Canyon Creek Baptist Church	972-231-4753
	Johnny Wheeler	972-231-0358 Fax
Architect	STB Architects and Planners, Inc.	214-739-8080
	Greg Suttle	214-739-8084 Fax

8. **Youth Facility**

Owner	First Baptist Church Rockwal	972-771-8459
	Don French	972-972-8320 Fax
Architect	BMA Architects, Inc.	972-572-0431
	Don McGee	972-572-1536 Fax

9. **Addition and Renovations to Wells Elementary School – Plano ISD**

Owner:	Plano I.S.D.	469-752-1488
	Doug Guynes	469-752-1481 Fax
Architect:	Corgan Associates Architects	214-748-2000
	David Safir	214-757-1894 Fax

10. **Anderson Elementary School – Allen ISD**

Owner:	Allen I.S.D.	972-727-0363
	Bob Curtis, Director of Facilities	972-727-7100 Fax
Architect:	STB Architects and Planners, Inc.	214-739-8080
	Bryan Thruston	214-739-8084 Fax

11. **Patty and Bo Pilgrim Chapel**

Owner:	Dallas Baptist University	214-333-5693
	Hubert Martin	214-333-5193 Fax
Architect:	BMA Architects, Inc.	972-572-0431
	Andy Booher	972-572-1536 Fax

Midlothian
Independent School District
100 Walter Stephenson Road • Midlothian, TX 76065
972.775.8296 • Metro: 972.723.6290 • Fax: 972.775.1757
www.midlothian-isd.net

David Boswell
Director of Construction Projects
Midlothian ISD
100 Walter Stevenson
Midlothian, Texas
76065
Cell #469.446.4677

7/15/08

To whom it may concern:

Jim Starling of Starling Richardson recently called and asked permission to use MISD as a reference for an upcoming proposal. We are more than happy for him to do so. Over the course of the past two years his firm has performed beyond expectations on some very difficult projects for our district. They have successfully completed additions and renovations to four elementary schools, and are in the process of wrapping up additions and renovations to one of our middle schools. The schedule for these projects was very demanding, with most of the renovation work having to be completed over the short course of a summer. Jim's team was more than up to the task. They worked closely with MISD personnel, architects (VLK), and subcontractors to make sure any problems/obstacles that arose were handled quickly and professionally. Their scheduling and attention to detail was such that there was never any doubt during the course of the projects that they would be completed on time. Upon completion the personnel at all schools evolved were quite pleased with the end results. The punch lists were all addressed in a timely manner and what few issues that came up after the schools reopened were taken care of immediately.

On a more personnel note, Jim Starling is one of the most honest and forthright contractors that I have ever had occasion to work with. The construction projects are of course a money making venture for his firm, but there was never a doubt in our minds that he did not have the District's best interest at heart. He personally attended our progress meetings, and demonstrated a "hands on" approach that is very seldom seen from other owners of contracting firms.

Our district was so pleased with the results of his work, last year we approached him to take the contract on our new elementary school that is currently in progress. Much to our disappointment he had to decline. Not many other contractors would have turned down

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such a request, but Jim felt like with his work load at that time, he would not be able to give it the attention that he felt it deserved. Although we were disappointed, we greatly appreciated his honesty, and look forward to the next time we will be able to work together.

If you wish to discuss his firm any further, feel free to call myself, or Dr. J.D. Kennedy, the Superintendent of Schools. Either one of us would be glad to speak on Jim's behalf.

Dallas County Community College District
2004 Bond Program

AGUIRRE + PARSONS

July 15, 2008

To Whom It May Concern:

Please accept this letter as reference for Starling Richardson Construction, Inc. Starling Richardson has served the Dallas County Community College District exceptionally well during design and construction of the new North Lake College North Campus. The project is on time and in budget meeting all of our goals and requirements.

During both the design and construction phases, the project staff has been proactive in the process. They have been attentive and responsive to our requests and needs. The project schedule was tight and the on-site project staff has handled all jobsite activities with great professionalism to ensure the schedule is met, keeping in mind the needs of the campus and students. The staff has been very understanding of additional requests by the campus and has worked diligently to ensure their satisfaction.

Undoubtedly, working with Starling Richardson has made the process go easier and smoother. Every phase of the project has been handled exceptionally well, and if new opportunities permit, it would be a pleasure to work with Starling Richardson again.

I recommend Starling Richardson, Inc. without reservation for any project in your future.

Should you need further information or have specific questions, feel free to call me at 972.860.5143.

Sincerely,

Brenda Spinelli, CDT
Project Manager
Aguirre+Parsons

cc:

Aguirre + Parsons • 1505 South Lamar, Suite 1015 Dallas, Texas 75215 • T 972.860.7713 F 214.421.5239

2002 DISD
BOND PROGRAM

August 28, 2006

Starling Richardson Construction
Attention: James B. Starling
1201 Kas Drive, Suite D
Richardson Texas, 75081

Re: **DISD 2002 Bond Program**
Frank Guzick ES - Org. #240 (BP70)

Subject: **Letter of Commendation**

Dear Mr. Starling:

It is with extreme pleasure that I write this letter of commendation to Starling Richardson Construction in support of your excellent performance in the construction of the Frank Guzick Elementary School.

During the construction phase, Starling Richardson demonstrated superior construction services that included value engineering, scheduling, procurement and management of the sub-trades. Starling Richardson also took full responsibility for project quality, pro-actively monitoring the work and directing required corrections. The jobsite was safe, clean, and organized. The project was completed on time and within budget. The documentation side of the construction process was one of the best that I have been involved with.

I could not be more pleased with Starling Richardson's performance on this project. Please extend my personal thanks in particular to Ted Spears and Eric Stanaland. These gentlemen demonstrated exemplary knowledge, management, and coordination skills among the many trades that were vital in making this a successful project.

My highest possible commendation goes to Starling Richardson for your construction of the Frank Guzick Elementary School.

Sincerely,

Ignacio L. Polanco
Project Manager

CC: Phil Jimerson, Dave Patton, Ron Stever, Roger Files, Ted Spears, Eric Stanaland
File: 520.240

Austin Commercial L.P. Program Manager
2707 Stemmons Freeway, Suite 220 Dallas, Texas 75207
972.925.7350 Fax 972.925.7311

Austin

SCURRY ROSSER
INDEPENDENT SCHOOL DISTRICT
10705 S. St. Hwy. 34
Scurry, Texas
75158-3163
(214) 452-8823

April 6, 1999

Mr. Jim Starling and Mr. Ed Richardson
Starling Richardson Construction Company
1201 Kas Drive, Suite D
Richardson, Texas 75081

Dear Sirs:

Starling Richardson Construction was the successful bidder on the $1,750,000 gymnasium and band hall project for the Scurry-Rosser Independent School District. This was new ground for us as we bid it as a construction manager at risk project. Your firm gave us a guaranteed price for the gymnasium and band hall. This had the potential to be very good or very bad. Thanks to your company this has been a very good project. As the project draws near completion, I would like to thank both of you for the great working relationship you have provided.

The Scurry- Rosser Independent School District is getting a quality product due to Starling Richardson Construction Company. If the opportunity ever arises, I would highly recommend your company.

Sincerely,

Harold Johnson
Superintendent

follett
HIGHER EDUCATION GROUP

To: Whom it may concern,

Fr: Paul McKita, Project Manager
Follett Higher Education Group
Store Planning and Design
630-371-5256

Dt: 8-30-06

Starling-Richardson Construction Co. was the GC responsible for the construction of our UTA Bookstore at the University of Texas – Arlington. This was a stand-alone two-story building that included a full service café.

We received excellent service from Starling-Richardson. The building was completed on time and under budget. Change orders were handled expeditiously with minimal to no disruption to the schedule. They never asked for direction on a problem without also offering a cost-effective and timely solution.

As with all new construction, there are call-backs for repairs to items that are under warranty...etc. They responded quickly and efficiently to our needs.

I would not hesitate to contact Starling-Richardson for future projects.



1818 Swift Drive • Oak Brook, IL 60523-1576
ph: 630.279.2330 • 800.323.4506 • fax: 630.279.2569 • www.fheg.follett.com

First United Methodist Church of Rockwall

We are growing and making Christ-centered Disciples through
Commitment, Covenant, Community and Celebration

September 5, 2006

To those of interest,

Starling Richardson Construction completed our new Church on May 30, 2003. We have been most happy with the quality of construction and the oversight during construction. Our contract was that of Construction Manager at Risk. Our project was completed under budget even with the addition of a costly design change to add a pipe organ well into the construction phase.

Both Jim and Ed were great people to deal with and have continued to be so well after completion of the Church. Our project was a 37,000 square foot building with a single story sanctuary and fellowship hall with a parallel two story section for classrooms and office space. Jim and Ed have both been most helpful even after three years when issues have come up.

I have no difficulty in recommending Starling Richardson Construction as First United Methodist Church has been most satisfied with our project.

Sincerely,

G. Gregory Humphries,
Director of Finance and Administration

PO Box 158, Rockwall TX 75087 Phone:972.771.5500 Fax:972.771.5546 www.fumcrockwall.com

To Whom it May Concern:

It is my privilege to provide this recommendation of Starling Richardson Construction, Inc., an outstanding construction company with a long and proud tradition of providing excellent construction services on public projects of all sizes.

Our firm has a long history of successful construction projects with Starling Richardson Construction, Inc., going back to the days of the company's beginnings as KAS Construction Company. Throughout their existence, they have exhibited a high level of competence in the management of construction projects, both in the office and in the field. Their devotion to completing the work on time, along with their dedication to honesty and integrity with project owners, architects and subcontractors make this firm a standout among its peers in the industry.

Starling Richardson Construction, Inc., has exhibited a great deal of competence in successfully completing projects of considerable size and complexity, including large high school and middle school projects for our firm. They also have demonstrated their ability to deal quite successfully with complex addition and renovation projects in a very professional manner as well.

We strongly recommend the selection of Starling Richardson Construction, Inc., as your construction partner on any projects that may be under consideration. It is with great confidence in our past history with the firm, and knowledge of the company's management that they are capable of providing you with some of the finest construction services available in the north Texas area.

Please feel free to contact me if you require additional information about our history with Starling Richardson Construction, Inc. We will be glad to help.

Sincerely,

Barry L. Canning, AIA
Principal – WRA Architects, Inc.

W-R-A ARCHITECTS, INC. / AMERICAN INSTITUTE OF ARCHITECTS
7557 RAMBLER ROAD, SUITE 400 DALLAS, TEXAS 75231-4163
(PH) 214.750.0077 (FX) 214.750.5931 www.wraarchitects.com



ARCHITECTS

June 12, 2001

Letter of Reference

Starling Richardson Construction, Inc.
1201 Kas Drive, Suite D
Richardson, Texas 75081

VLK Architects have enjoyed working with Starling Richardson Construction, Inc. on numerous successful projects over the last six years. They have effectively delivered projects designed by our firm under Construction Manager @ Risk, Competitive Sealed Proposal and Competitive Bid procurement methods.

Starling Richardson Construction, Inc. is an exemplary general contracting firm whose performance is characterized by their integrity, hard work and cooperative spirit. They have received strong owner approval on the VLK projects which they have built and we would not hesitate to recommend them as Construction Manager or General Contractor.

Sincerely,

Richard A. Jaynes, AIA
Principal

member american institute of architects 1161 corporate drive west suite 300 arlington texas 76006 ph 817 633 1600 fax 817 633 9600 vlkarchitects.com

CANYON CREEK
BAPTIST CHURCH

November 17, 2002

Starling Richardson Construction Company
1201 Kas Drive, Suite D
Richardson, TX 75081

Dear Jimmy and Ed:

This letter is to express to your entire company a "BIG" thank you from Canyon Creek Baptist Church for the excellent job you and your employees did building our new 60,000-square foot Worship Center.

Whenever you have a project of this size, spread over 2 years of construction time, there will be situations and challenges arise that must be solved to everyone's satisfaction. With the help of Bryan Trent (project manager) and Mike Smith (construction superintendent) these times were addressed with the positive attitude of "lets find a solution and solve the problem". We appreciate so much the spirit of cooperation and professionalism your company demonstrated during this project.

The Worship Center was completed within budget limitation and within our expected time frame.

Thanks again for a job well done.

Sincerely,

Roger Hagmann
Business Administrator
Canyon Creek Baptist Church/Christian Academy

RH:dh

STB ARCHITECTS AND PLANNERS, INC.
3144 WALNUT HILL LANE • SUITE 460, LB 107 • DALLAS, TEXAS 75231 • TELEPHONE 214-739-8080 • FAX 214-739-8084

June 13, 2001

Mr. James B. Starling
Starling Richardson Construction
1201 KAS Drive
Suite D
Richardson, Texas 75081

Dear Jim,

I want to take this opportunity to thank you and all your staff for the professional relationship we have enjoyed over the years. We want to commend Starling Richardson for consistently maintaining a spirit of partnership with both Owner and Architects while applying innovation in managing the construction process and striving for quality in the finished product.

We always are happy to work with Starling Richardson on any project and it is with a great deal of pleasure that we can whole-heartedly recommend them to others for their future building projects.

Thanks for being a contributor to our success as well as your own.

Sincerely,

STB Architects & Planners, Inc.

W. Bryan Thruston, AIA
Vice President

WBT/bs

JERRY W. STEWART, N.C.A.R.B., A.I.A.

W. BRYAN THRUSTON, A.I.A.

8131 LBJ Freeway, Suite 375
Dallas, Texas 75251
Tel 972.783.1400
Fax 972.783.0022
Dailey@3dI.com
www.3dI.com

August 19, 2002

To Whom it May Concern:

From October 2001 to August of 2002, I had the fortune of working with Starling Richardson Construction during the construction of Joe Wilson School in Cedar Hill, Texas. The project consisted of a 72,500 sf educational facility for 5th and 6th grade students.

As the Owner's representative, my firm was retained to monitor the overall schedule, cost of the project and to coordinate the owner's efforts locally. Starling Richardson built and delivered a building within an accelerated timeframe, within budget and to the satisfaction of a rather demanding client.

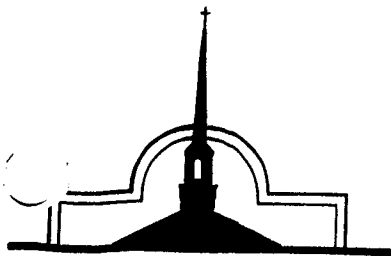
3D/International

I was extremely satisfied with the work produced by Starling Richardson, and would not hesitate to utilize them for future work. Starling Richardson consistently demonstrated a commitment to Integrity, honestly, and customer service (Something not often found in construction). Any problems that arose were handled in a timely, professional manner with the single goal of customer satisfaction.

If I can be of any service, or if you have any specific questions please feel free to contact me.

Sincerely,
3D/International

David S. Dailey
Associate



FIRST BAPTIST
LEWISVILLE

June 11,2001

1251 W. Valley Ridge
Lewisville, TX 75077
972 · 436 · 5502
(fax) 972 · 436 · 0369

Mr. James B. Starling, President
Starling Richardson Construction Co.
Suite D 1201 Kas Drive
Richardson, Tx 75081

Stephen G. Hatfield, Ph.D.
pastor

Dear Mr. Starling,

I would like to express my appreciation for the high degree of integrity that your company demonstrates to its customers.

The mind-set that exists today is doing what is necessary to just get a paycheck. I found it very refreshing working with your company. Why? Because your people want to make the owner happy and do what is honest and right. I have observed your people paying the extra price more than once to finish the job.

You have just finished the second phase of our church's building program. You are a proven contractor, and your capability to complete our ten million project was never questioned. We contracted with you because of the good experience we had on our first phase. I am very happy that I was not disappointed.

First Baptist Church of Lewisville in God's time will start the third phase. As Chairman of the existing Construction Committee, I will certainly extend my support for your organization in that venture.

Thank you for a job well done.

Sincerely,

G. R. Lowery, Trustee, Chairman of Construction Committee

PARKWAY HILLS BAPTIST CHURCH

D. SAMUEL DENNIS, PASTOR

August 26, 1997

Mr. Jim Starling
Starling Richardson
1201 Kas Dr. Ste. D
Richardson, Texas 75081

Dear Jim,

Just a note to tell you how much I appreciated your attention to the matters which were discussed in Mr. Kyle Gooch's office some days ago. Your follow-through with those items pertaining to our air conditioning and landscape are a testimony as to why I still believe we made the right choice in choosing Starling Richardson as our General Contractor.

I am confident that the other matters which we discussed will be worked out as expeditiously as possible and appreciate your keeping us all informed along he way.

Thank Mike for his personal attention as well. I look forward to our working together in the future.

Respectively,

Sam Dennis

cc. Mr. Greg Ballew, Kyle Gooch, Clif Smith

2700 DALLAS PARKWAY • PLANO, TEXAS 75093 • (972) 403-1010

CITY OF LEWISVILLE

June 1, 2001

Mr. Jim Starling, President
Starling Richardson Construction
1201 Kas Drive, Suite D
Richardson TX 75081

Dear Jim:

The work you did for the City of Lewisville in building our Memorial Park Recreation Center is fantastic. The quality of work will last along with the aesthetics. Any time you were asked to address any issue, it was always done with promptness and with an attitude that "we'll do whatever it takes." Then you would follow through with your promise. Your company was always trying to please, which helps to build relationships that last.

Thank you for asking for my comments. Please consider them genuine.

Sincerely,

Fred Herring, Director
Parks and Leisure Services
City of Lewisville

FH/dk

Parks and Leisure Service
151 W. Church Street
P.O. Box 299002 • Lewisville, Texas 75029-9002
(972) 219-3550 FAX (972) 219-3741

first baptist church
coppell
... transforming lives through Jesus Christ

RECEIVED
DEC 29 2004
BY:

December 27, 2004

Starling and Richardson Contractors, Inc.
1201 KAS Drive
Suite D
Richardson, TX 75081

To: Jim Starling and Ed Richardson
Re: First Baptist Church-Coppell- "our completed building"

Dear Jim and Ed,

On behalf of our Building Task Force Committee and the entire First Baptist Coppell congregation, I want to express our sincere thank you for a job well done on our new Sanctuary and Education Buildings. As we worked together over these past 27 months, we have come to know you as consultants and friends, and we have appreciated your professional dedication to our expansion needs.

The job was challenging to us all and your working with a committee of opinionated men had to be trying at times, but together we accomplished a great deal. We feel blessed for having worked with Starling/Richardson and value your firm. Please feel free to use us as a quite satisfied reference and thank you again for helping us achieve a great new building for growing God's kingdom.

Yours Truly,

J. W. Bales II
Chairman Bldg Task Force Comm.
First Baptist Coppell

P.O. Box 109 • Coppell, Texas 75019 • 972-462-1643 • 972-304-0100

MESQUITE
T•E•X•A•S

June 1, 2001

Re: Letter of Recommendation

To Whom It May Concern:

Starling Richardson Construction, Inc. was a Principal and General Contractor on two major projects in Mesquite. Those projects were the Mesquite Arts Center and the North Texas Regional Training Center. As with any large project, there were various problems that arose throughout the construction phases. However, I must say that we have had nothing but exceptionally fine dealings with Starling Richardson Construction, Inc. Mr. James B. Starling (Jim), President, was always available to assist in an eager manner. Changes to the contracts were carried out quickly and with a positive approach. Also, any warranty work that was needed was always taken care of in a timely manner. On several occasions, Mr. Starling exceeded his responsibilities and fulfilled the specified commitments of all subcontractors.

Sincerely,

James Karcher
Manager of Parks and Recreation/Building Services
City of Mesquite

tr

P.O. Box 850137 Mesquite, Texas 75185-0137 (972) 288-7711

June 15, 2001

Mr. Jim Starling
Starling Richardson Construction Company
1201 Kas Drive, Suite D
Richardson, Texas 75081

Dear Jim:

It has been almost a year since Starling Richardson Construction Company completed the new Family Ministry Building for South Garland Baptist Church. Time has passed rapidly, and as chairman of the Building Committee, I ask you to forgive my negligence in writing this letter to you.

The building has been such a joy for our church family! The facility is exactly what our growing church needs. Other churches have visited the building and have been very impressed with it. I have continued to recommend Starling Richardson Construction Company to those churches. Because of our experience with your organization, I know that other churches will be as pleased as we have been.

On behalf of the church family, I want you to know how much we appreciated your honesty, time, excellent guidance, helpfulness, and consistently positive, friendly attitude as we worked together on this project. Our plans include a second phase of the building and we will certainly contact you when we are ready to begin this project. Thank you for a job well done!

Sincerely,

Perry Kite

Perry Kite

C H U R C H A R C H I T E C T S , I N C .

A R C H I T E C T U R E • P L A N N I N G • I N T E R I O R S

June 2, 2001

Mr. Jim Starling, Jr.
Starling Richardson Construction Company, Inc.
1201 KAS Drive, Ste. D
Richardson, Tx 75081

TO WHOM IT MAY CONCERN:

We have known this company since the early 1970's when it was KAS Construction Company, Inc. Jim Starling, Sr. was then one of the principal figures in that company and Jim Starling, Jr. was growing up in the construction business. These are two of the most honest and dependable individuals we know in the construction business. Mr. Jim Starling, Jr. has been responsible for many projects in which we have been associated as the architect, currently including two church sanctuary and administration additions.

Jim has shown himself to be very knowledgeable in the construction business. His amicable personality and Christian spirit helps make him a successful negotiator. We recommend this company to any and all potential clients seeking a contractor or construction manager.

Regards,

Stacy M. Smith, Architect
SMS/jpr

starlingrichardsonrec060201.doc

2080 N. Hwy. 360, Suite 200 Grand Prairie, Texas 75050 • 972-960-6375 • Fax 972-660-1099

BMA ARCHITECTS
Booher/McGee & Associates, Inc.
1019 N. Duncanville Rd., Suite 100 Duncanville, Texas 75116
(972) 572-0431 Fax (972) 572-1536

August 12, 2002

Re: Reference for Starling Richardson Construction

To Whom It May Concern:

Starling Richardson is in the process of completing two schools for us in Cedar Hill, Texas for the beginning of school on August 19, 2002. Joe Wilson Intermediate School and Lake Ridge Elementary are new campuses totaling approximately $12,000,000.00. The projects are on time and we are very pleased with the performance of Starling Richardson.

It has been a pleasure working with Jim Starling and his job superintendents. Each member of his staff was focused on serving the needs of the Owner and delivering the highest quality project. Starling Richardson constantly monitored the construction schedule to ensure that the project was completed on time.

Starling Richardson went above and beyond the call of duty in several instances while building these projects. The Owner has been extremely pleased with their performance and "can do" attitude. We would consider ourselves fortunate to have them on any of our future projects.

Sincerely,

BMA ARCHITECTS

Don F. McGee, A.I.A.

DFM/lh

CHISD
CEDAR HILL SCHOOLS
P.O. Box 248 • Cedar Hill, Texas 75106 • (972) 291-1581 • Dist. #057-904

August 14, 2002

To Whom It May Concern:

Please be advised that the Cedar Hill Independent School District would strongly recommend Starling Richardson as a general contractor. This company recently constructed the new Joe Wilson Intermediate School and the new Lake Ridge Elementary School for our District. The most challenging aspect was their entire staff were under a very limited time schedule. The project managers are excellent communicators and ensured our District that they would deliver the final product on time. They used highly qualified sub-contractors and maintained the allegiance for a quality product. The site superintendents are some of the best I have seen in my 20 plus years of construction experience.

Their construction staff have responded quickly to the District's requests and have provided a level of excellence that has been unmatched by our previous general contractors. They maintain a clean and well organized construction site and always seemed to "go the extra mile" to accommodate our staff. I have noticed Starling Richardson is meticulous about their work and wants the final product to be as near perfect as possible. This company is one that I would recommend without any reservation.

If you want personal attention to project, on time delivery with relatively few change orders consider Starling Richardson as your next general contractor.

Please contact me at anytime if you wish to discuss their project approach. I can be reached at 972.291.1582 extension 4014 or 214.725.6285.

Sincerely,

James W. Robertson
Administrator of Facilities Development
Cedar Hill Independent School District

0 8 2009

October 7, 2009

Jim Starling
Starling Richardson
1201 Kas Drive, Suite D
Richardson, TX 75081

Jim:

Greetings to you.

I often think about you and what a great job you did on our building. Things have not progressed as I had imagined. (Who could have seen all this?) So we are not anywhere near starting our next Phase.

But I just wanted to write and thank you for the wonderful job you did on our facility.

Also, I have included a copy of my most recent book, "**80-10-10: Everyman's Road To Riches.**"

Thanks again.

Sincerely,

Dr. Gene Lingerfelt
Founder & Pastor, **Overcoming Faith Christian Center & Television**

BEL/vg



OVERCOMING FAITH

900 U.S. Highway 287 • Arlington, Texas 76001
P.O. Box 121234 • Arlington, Texas 76012
Phone • 817.561.3400
Fax • 817.561.3408
WWW.OVERCOMINGFAITH.COM

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: March 20, 2012

PROJECT: **Lobo Lane Improvements – Construction Change Order #4 (Cottonwood Park – Parking Addition Lighting; Festival Lighting Electrical Plugs)**

DESCRIPTION: On Tuesday, September 6, 2011 the Town approved the tender agreement for Quality Excavation, Ltd. of Aubrey, Texas to finish the construction contract for the Lobo Lane Improvements. The agreement was in the amount of three million eight hundred four thousand seven hundred ninety two dollars and sixty five cents ($3,804,792.65). On Tuesday, November 11, 2011 the Town approved change order #2 for several items to finish the soccer field addition to Little Elm Park, remove the overhead electrical lines, and phase one of the festival lighting within Little Elm Park. On Tuesday, March 6, 2012 the Town approved change order #3 for the Cottonwood Park Parking Lot Expansion and Vendor Plugs at the Pavilion.

The Town is currently in construction on the Lobo Lane Project. The last additional items have been finished by staff for the remaining duration of the project. These items include:

Cottonwood Park Parking Lighting	$34,996.00
Festival Lighting – Phase II	$147,776.00

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

COST: **$182,772.00**

FUNDING: **Acct. Name & No**
2009-2014 Street Bond Improvements – Lobo Lane
870-6728-87-55
Transfers to Project Fund:
$122,772 Landscape Fund
$60,000.00 – Roadway Impact Fee Fund (Overall Lobo Lane)

SCHEDULE: Lobo Lane Construction Project Change Order #4 to be executed upon approval by Town Council.

RECOMMENDED ACTION: **Staff recommends Council approve the Construction Project Change Order #4 in the amount of $182,772.00 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
(214) 975-0473

ATTACHMENTS:
1. Exhibits

CITY OF LITTLE ELM, TEXAS

CONSTRUCTION DOCUMENTS

FOR

COTTONWOOD PARK

PARKING LOT LIGHTING

MARCH 5, 2012

DRAWING INDEX

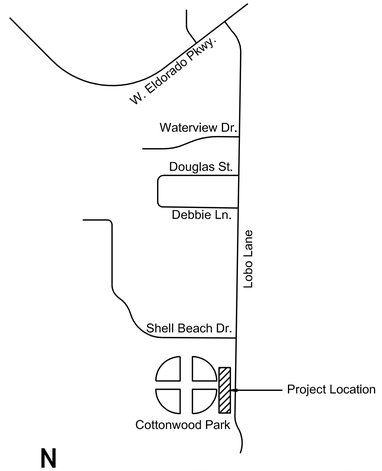
DRAWING NO.	DESCRIPTION
E-1	PARKING LOT LIGHTING PLAN
E-2	ELECTRICAL DETAILS AND SCHEDULES
E-3	ELECTRICAL SPECIFICATIONS

TOWN COUNCIL

Charles Platt, Mayor
Richard C. Stevens
Stephanie Shoemaker
Curtis Cornelious
Brandon C. Gerard
Bill Roebken

INTERIM TOWN MANAGER

Doug Peach



N

LOCATION MAP
NO SCALE

PREPARED FOR:

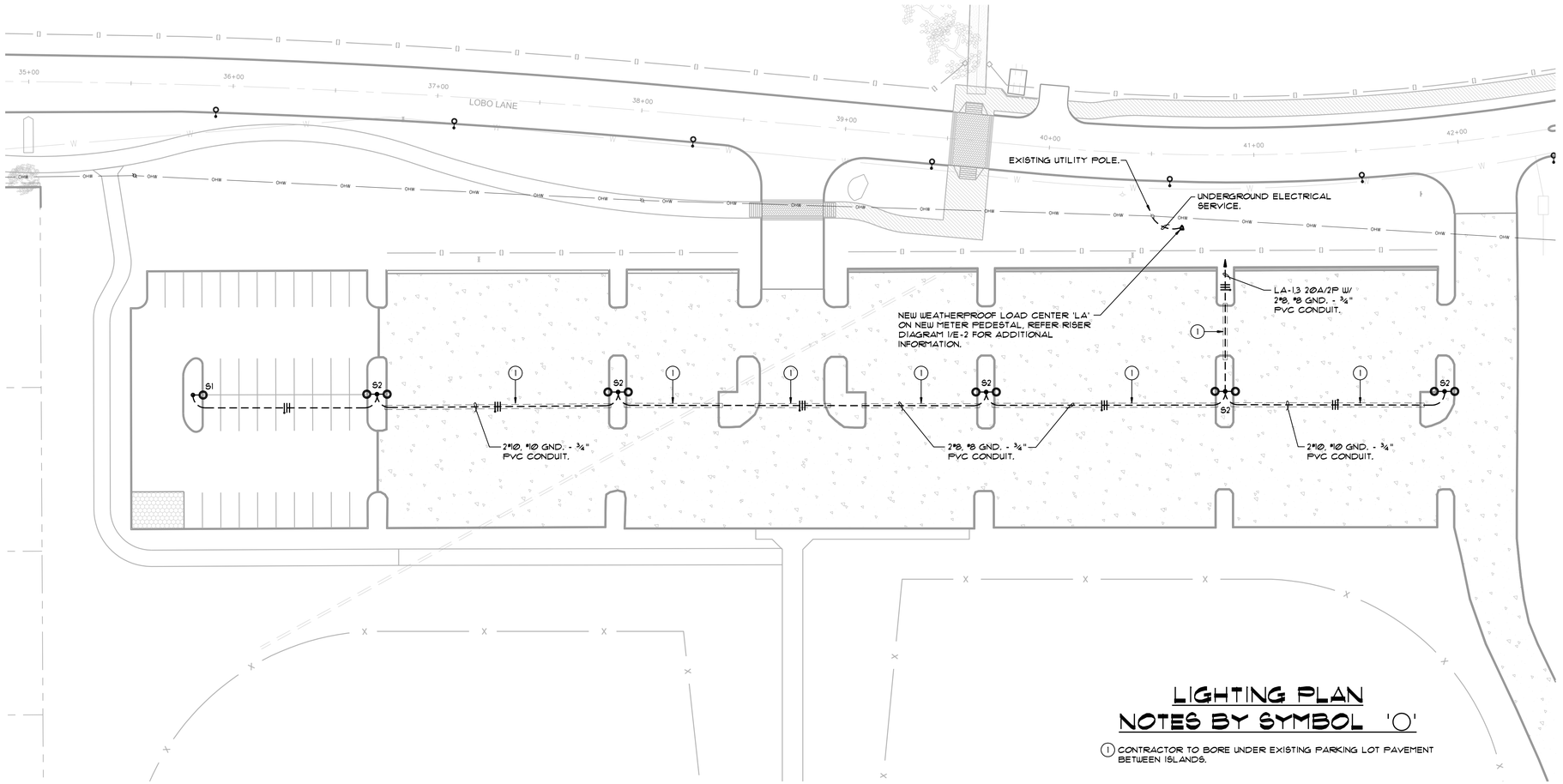
* **CITY OF LITTLE ELM**
100 W. ELDORADO PARKWAY
LITTLE ELM, TEXAS 75068



March 5, 2012

PREPARED BY:

EA ENGINEERING ASSOCIATES
REG.#: F-4925
Ph: 940 . 427 . 8487 Fx: 940 . 427 . 8499
P.O. Box 167 Alvord, TX 76225



LIGHTING PLAN NOTES BY SYMBOL '○'

(1) CONTRACTOR TO BORE UNDER EXISTING PARKING LOT PAVEMENT BETWEEN ISLANDS.

N (1) PARKING LOT LIGHTING PLAN

SCALE: 1" = 30'-0"

LUMINAIRE SCHEDULE

TYPE	DESCRIPTION	MANUFACTURER/MODEL #	VOLTAGE	LAMPS	REMARKS
S1	SINGLE POLE MOUNTED LED AREA LIGHT ON 25'-0" ROUND TAPERED STEEL POLE	HADCO #RX2160-T1-A-3-N-A-5-N-N-S-N POLE: KW #RTSP25-6.8-11-BLK-DM10-BC	240	160 LED FURNISHED	REFER 2/E-2 FOR POLE BASE DETAIL
S1	TWIN POLE MOUNTED LED AREA LIGHT FIXTURES @ 180° ON 25'-0" ROUND TAPERED STEEL POLE	HADCO #2-RX2160-T1-A-3-N-A-5-N-N-S-N POLE: KW #RTSP25-6.8-AA-BLK-DM2180-BC	240	(2) 160 LED FURNISHED	REFER 2/E-2 FOR POLE BASE DETAIL

UTILITY CONTACTS

CoServ Electric

Mr. Mark Harpool
(940) 321-7800 Ext. #1516

ENGINEERING ASSOCIATES
TX REG #F-4925
Ph: 940.427.8487 Fax: 940.427.8499
P.O. Box 167 Alvord, TX 76225

JIM D. DALLAS 85922 LICENSED PROFESSIONAL ENGINEER
March 5, 2012

Cottonwood Park
Parking Lot Lighting

City of Little Elm
Little Elm, Texas

REVISIONS

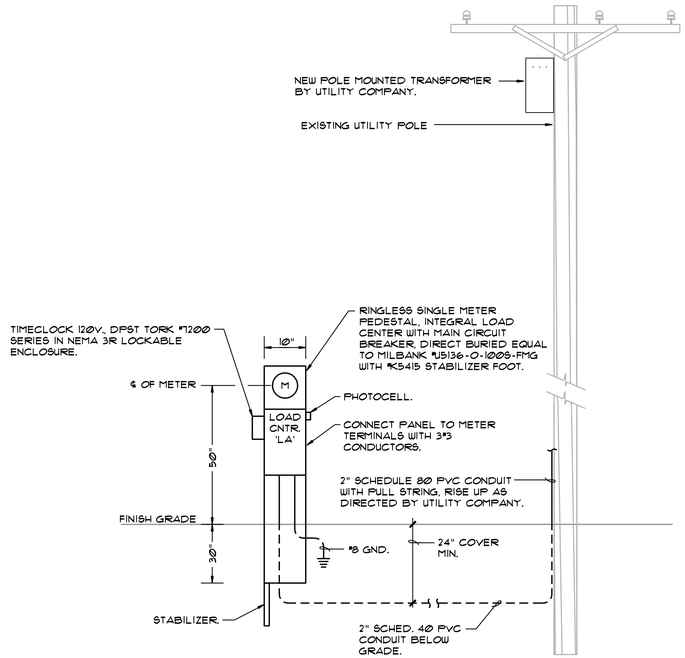
REV.	DATE	REV.	DATE

ISSUE DATE
March, 2012

DRAWN BY: C.A.D.
CHECKED BY: J.W.

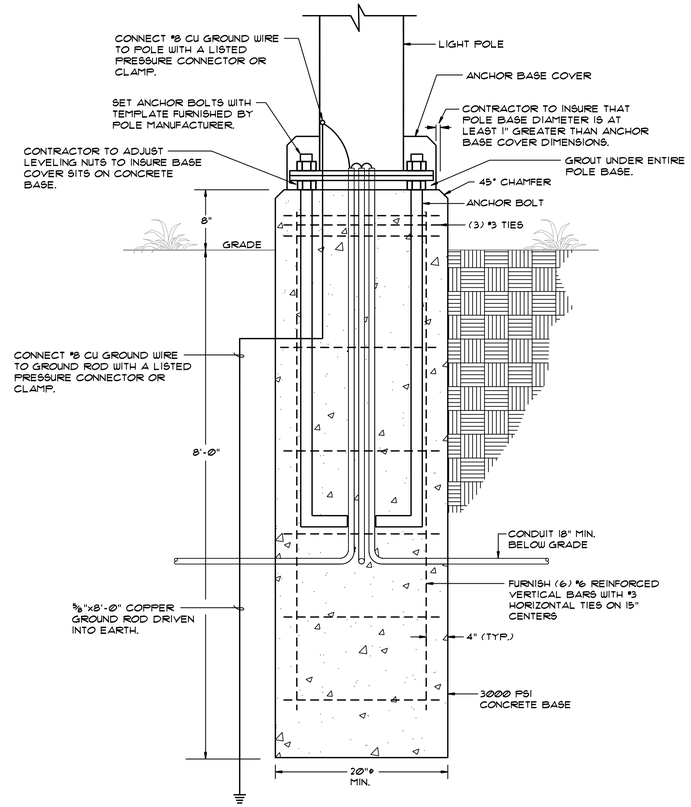
DRAWING TITLE
Parking Lot Lighting Plan

E-1
OF



1 ELECTRICAL RISER DIAGRAM

SCALE: NONE



2 POLE BASE DETAIL

SCALE: NONE

LOAD CENTER 'LA'

			LOAD				LOAD				
NOTES	DESCRIPTION	P - AMP	LIGHTING	POWER	PH / CKT #	POWER	LIGHTING	P - AMP	DESCRIPTION	NOTES
	Parking Lot Lighting	2 / 20	1513		1 A 2	-----	-----	1 - -	Space Only	
			1513		3 C 4	-----	-----	1 - -	Space Only	

LOAD SUMMARY	CONN. KW	N.E.C. DIV.	DIV. KW		
LIGHTING	3.0	X 1.25	3.8	POLES	4
POWER	---	X 1.0	---	SIZE	100 AMP
OTHER	0.0	X 1.0	0.0	MAINS	100 AMP M.C.B.
				VOLTS	120/240V., 1Ø, 3W
				A.I.C.	22K
				MOUNTING	Surface
				ENCLOSURE	NEMA 3R
TOTALS	3.0		3.8		

PROJECT	Cottonwood Park - Parking Lot Lighting Little Elm, Texas	NOTES:	PANEL AMPS 16
PANEL LOCATION:	New Meter Pedestal		LOADS PER PHASE:
DATE:	March 2012		PHASE A (KW) 1.5 PHASE C (KW) 1.5

EA ENGINEERING ASSOCIATES
TX REG #F-4925
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P.O. Box 167 Alvord, TX 76225

JIMMY D. DALLAS 85922 LICENSED PROFESSIONAL ENGINEER
March 5, 2012

Cottonwood Park
Parking Lot Lighting

City of Little Elm
Little Elm, Texas

REVISIONS			
REV.	DATE	REV.	DATE

ISSUE DATE
March, 2012

DRAWN BY: C.A.D.
CHECKED BY: J.W.

DRAWING TITLE
Electrical Details

E-2
OF

DIVISION 16

ELECTRICAL SPECIFICATIONS:

A. GENERAL:

1. PROVIDE MATERIALS, LABOR, TOOLS, TRANSPORTATION, ETC. FOR COMPLETE OPERATING ELECTRICAL SYSTEMS FOR LIGHTING AND CONTROL AS DESCRIBED HEREIN AND ILLUSTRATED ON THE DRAWINGS.

B. SCOPE OF WORK:

1. WORK INCLUDED: PROVIDE COMPLETE ELECTRICAL WORK WHERE SHOWN ON DRAWINGS, AS SPECIFIED HEREIN, AND AS NEEDED FOR A COMPLETE AND PROPER INSTALLATION INCLUDING, BUT NOT NECESSARILY LIMITED TO THE FOLLOWING SUMMARY OF WORK:
    a. UNDERGROUND SECONDARY ELECTRICAL SERVICE.
    b. METER PEDESTAL.
    c. POLE MOUNTED SITE AND AREA LIGHTING FIXTURES AND LAMPS.
    d. SERVICE ENTRANCE GROUNDING SYSTEM.
    e. LIGHTING CONTROLS.
    f. BRANCH CIRCUIT WIRING.
    g. OTHER ITEMS AND SERVICES REQUIRED TO COMPLETE THE SYSTEMS.

C. CODE COMPLIANCE:

1. ELECTRICAL WORK TO CONFORM WITH THE 2008 EDITION OF THE NATIONAL ELECTRICAL CODE (N.E.C.) AND APPLICABLE LOCAL ORDINANCES.

D. RACEWAYS:

1. RACEWAYS SHALL BE SIZED AS INDICATED ON THE DRAWINGS AND AS REQUIRED BY THE N.E.C. TO PREVENT DAMAGE TO THE CONDUCTORS. DO NOT USE RACEWAYS SIZED LESS THAN 3/4" UNLESS SPECIFIED OTHERWISE.
2. PROVIDE GALVANIZED RIGID METAL RACEWAY FOR ALL USES IN DAMP AND WET LOCATIONS, IN HAZARDOUS AREAS AND IN LOCATIONS SUBJECT TO PHYSICAL DAMAGE.
3. ALL CONDUIT ENTERING BOXES SHALL BE SECURED WITH INSULATING THROAT CONNECTORS AND LOCKNUTS.
4. ALL EXPOSED RACEWAYS SHALL BE INSTALLED WITH RUNS PARALLEL AND/OR PERPENDICULAR WITH STRUCTURAL MEMBERS AND WALLS.

E. HANGERS AND SUPPORTS:

1. USE CAST "C" CLAMPS, "U" STRAPS OR RING HANGERS ATTACHED TO RODS, AND/OR BRACKETS FASTENED TO STRUCTURE FOR INDIVIDUAL CONDUITS.
2. SUPPORT GROUPED RACEWAYS TOGETHER IN HORIZONTAL RUNS ON TRAPEZE HANGERS CONSTRUCTED OF UNISTRUT OR EQUAL SUSPENDED FROM CAD-PLATED STEEL RODS.

F. WIRE AND CABLES:

1. ELECTRICAL CONDUCTORS SHALL BE OF SOFT DRAWN COPPER WITH CONDUCTIVITY 98% OF PURE COPPER, EQUAL TO GENERAL CABLE COMPANY.
2. ELECTRICAL CONDUCTORS SHALL BE SOLID FOR #10 AND SMALLER, STRANDED FOR #8 AND LARGER.
3. WIRE AND CABLE FOR ALL BRANCH CIRCUITS, FEEDERS, SUB-FEEDERS, MOTOR CIRCUITS AND HIGH AMBIENT LOCATIONS SHALL BE TYPE THWN/THHN.
4. ALL LIGHTING AND POWER CIRCUITS SHALL BE #12 OR LARGER.
5. FOR 120V CIRCUITS: HOME RUNS OVER 100' LONG, USE #10 CONDUCTORS.
6. FOR 120V CIRCUITS: HOME RUNS OVER 200' LONG, USE #8 CONDUCTORS.
7. CONSISTENTLY COLOR CODE WIRING CONTINUOUS THROUGHOUT THE WORK:
    a. 120/240 VOLT SYSTEMS:
        1. PHASE A - BLACK.
        2. PHASE C - BLUE.
        4. NEUTRAL - WHITE.
        5. GROUND - GREEN.
8. BRANCH CIRCUIT WIRING MAY BE COMBINED INTO A SINGLE RACEWAY IN ACCORDANCE WITH NOTE 8 TO TABLES 310-16 THROUGH 310-31 OF THE N.E.C., UNLESS OTHERWISE NOTED.

G. SPLICES AND TAPS:

1. STRANDED CONDUCTORS, #8 OR LARGER, SHALL BE SPLICED AND TAPPED WITH CAST COPPER SOLDERLESS PRESSURE CONNECTORS WITH MOLDED PHENOLIC INSULATING COVERS, O.Z. TYPE XTP OR PM, OR INSULATED WITH RUBBER END FRICTION TAPE.
2. SOLID CONDUCTORS, #10 AND SMALLER, SHALL BE SPLICED WITH INSULATED SPRING CONNECTORS, IDEAL OR 3M COMPANY.

H. GROUNDING:

1. GROUND ALL ELECTRICAL APPARATUS IN ACCORDANCE WITH NATIONAL ELECTRICAL CODE.
2. PROVIDE TWO-HOLE, PAD TYPE COMPRESSION CONNECTORS, T&B COLOR-KEYED TYPE OR BURNDY.
3. INSURE CONTINUOUS BOND WHERE FLEXIBLE CONDUIT IS USED.

I. PULL AND JUNCTION BOXES:

1. SHEET METAL BOXES: ANSI/NEMA OS 1: GALVANIZED STEEL.
2. SHEET METAL BOXES LARGER THAN 12 INCHES IN ANY DIMENSION SHALL HAVE A HINGED ENCLOSURE.
3. CONCRETE BOXES FOR UNDERGROUND INSTALLATIONS: TYPE 4, OUTSIDE FLANGED, RECESSED COVER BOX FOR FLUSH MOUNTING, PLAIN COVER WITH NEOPRENE GASKET AND STAINLESS STEEL COVER SCREWS.
4. LOCATE PULL BOXES AND JUNCTION BOXES ABOVE ACCESSIBLE CEILINGS OR IN UNFINISHED AREAS.
5. SUPPORT PULL AND JUNCTION BOXES INDEPENDENT OF CONDUIT.
6. SET UNDERGROUND PULL AND JUNCTION BOXES LEVEL AND FLUSH WITH FINISHED GRADE.

J. PANELBOARDS:

1. THE PANELBOARDS SHALL BE ARRANGED GENERALLY AS SHOWN ON THE DRAWINGS. PANELBOARDS SHALL BE MANUFACTURED BY ONE OF THE FOLLOWING:
    a. CUTLER - HAMMER.
    b. GENERAL ELECTRIC.
    c. SIEMENS.
2. PROVIDE DEAD-FRONT SAFETY TYPE LIGHTING AND APPLIANCE PANELBOARDS AS INDICATED, WITH SWITCHING AND PROTECTIVE DEVICES IN QUANTITIES, RATINGS, TYPES AND ARRANGEMENTS SHOWN, WITH ANTI-BURN SOLDERLESS PRESSURE TYPE LUG CONNECTORS APPROVED FOR COPPER CONDUCTORS.
3. EQUIP WITH COPPER BUS BARS, FULL SIZED NEUTRAL BAR, WITH PLUG-IN TYPE HEAVY-DUTY, QUICK-MAKE, QUICK-BREAK, SINGLE-POLE CIRCUIT BREAKERS, WITH TOGGLE HANDLES THAT INDICATE WHEN TRIPPED. INTERRUPTING RATING SHALL BE IN EXCESS OF THE AVAILABLE FAULT CURRENT AT THE PANEL IN ACCORDANCE WITH UL LISTING FOR SIZES INVOLVED, BUT NO LESS THAN 10,000 RMS SYMMETRICAL AMPERES.
4. PROVIDE SUITABLE LUGS ON NEUTRAL BUS FOR EACH OUTGOING FEEDER REQUIRED. PROVIDE UNINSULATED GROUNDING BARS SUITABLE FOR BOLTING TO ENCLOSURES. SELECT ENCLOSURES FABRICATED BY SAME MANUFACTURER AS PANELBOARDS, WHICH MATE PROPERLY WITH PANELBOARDS.

K. LIGHTING FIXTURES:

1. ALL LIGHTING FIXTURES SHOWN ON THE DRAWINGS ARE FURNISHED AND INSTALLED BY THIS CONTRACTOR. INCLUDE ALL COSTS NECESSARY FOR THE INSTALLATION INCLUDING MOUNTING, SUPPORTS AND FOUNDATIONS.
2. FURNISH ALL ACCESSORIES REQUIRED FOR EACH AND EVERY FIXTURE. PROVIDE APPROPRIATE HANGER, BARS, ETC., OF NON-FERROUS OR CADMIUM PLATED STEEL MATERIALS, TO SUPPORT FIXTURES.
3. REFERENCE NEW LIGHTING FIXTURE SCHEDULE.

L. NAMEPLATES:

1. BRANCH CIRCUIT PANELBOARDS: PROVIDE ENGRAVED, LAMACOID PLASTIC NAMEPLATE SHOWING PANELBOARD DESIGNATION AND SOURCE (CIRCUIT DESIGNATION) OF POWER.
2. BRANCH CIRCUIT PANELBOARDS: PROVIDE NEATLY TYPEWRITTEN CIRCUIT DIRECTORY IN CARDHOLDER INSIDE PANELBOARD DOOR.

M. SUBMITTALS:

1. PRODUCT DATA: SUBMIT THE FOLLOWING:
    a. MATERIALS LIST OF ITEMS PROPOSED TO BE PROVIDED UNDER DIVISION 16.
    b. MANUFACTURER'S SPECIFICATIONS AND OTHER DATA NEEDED TO PROVE COMPLIANCE WITH THE SPECIFIED ITEMS.
2. SUBMITTALS REQUIRED OF MATERIALS AND EQUIPMENT UNDER THIS SECTION INCLUDE THE FOLLOWING:
    a. CIRCUIT BREAKERS.
    b. LIGHTING FIXTURES AND POLES.
    c. METER PEDESTAL.
    d. CONDUCTORS.
    e. CONDUIT AND FITTINGS.
    f. TIMECLOCK.
    g. GROUNDING AND BONDING SYSTEM.

N. SUBSTITUTIONS:

1. SUBMITTALS FOR "EQUAL" ITEMS SHALL, WHERE APPLICABLE, INCLUDE THE FOLLOWING DATA WHICH ARE NOT NECESSARILY REQUIRED FOR SPECIFIED ITEMS:
    a. PERFORMANCE CHARACTERISTICS
    b. MATERIALS
    c. FINISH
    d. CERTIFICATION OF CONFORMANCE WITH SPECIFIED CODES AND STANDARDS.
2. SUBMITTALS OF "EQUAL" COMPONENTS OR SYSTEMS MAY BE REJECTED IF:
    a. THE MATERIALS OR EQUIPMENT WOULD NECESSITATE THE ALTERATION OF ANY PORTION OF THE MECHANICAL, ELECTRICAL, ARCHITECTURAL OR STRUCTURAL DESIGN.
    b. DIMENSIONS VARY FROM THE SPECIFIED MATERIAL OR EQUIPMENT IN SUCH A MANNER THAT THE ACCESSIBILITY OR CLEARANCES ARE IMPAIRED OR THE WORK OF OTHER TRADES IS ADVERSELY AFFECTED.
3. PROPOSED SUBSTITUTIONS FOR MATERIALS OR EQUIPMENT MUST BE SUBMITTED TEN (10) DAYS PRIOR TO FINAL BID DATE FOR CONSIDERATION AS APPROVED EQUALS. OTHERWISE, SUCH SUBSTITUTIONS WILL NOT BE PERMITTED. PROPOSALS FOR SUBSTITUTIONS SHALL BE MADE ONLY BY THE BIDDERS, MANUFACTURERS, DISTRIBUTORS AND SUBCONTRACTORS SHALL NOT MAKE PROPOSALS TO THE OWNER FOR SUBSTITUTIONS.
4. NO SUBSTITUTIONS SHALL BE MADE UNLESS AUTHORIZED IN WRITING BY THE OWNER. SHOULD A SUBSTITUTION BE ACCEPTED, AND SHOULD THE SUBSTITUTE MATERIAL PROVE DEFECTIVE OR OTHERWISE UNSATISFACTORY FOR THE SERVICE INTENDED, AND WITHIN THE GUARANTEE PERIOD, THE CONTRACTOR SHALL REPLACE THIS MATERIAL OR EQUIPMENT WITH MATERIAL OR EQUIPMENT SPECIFIED, AT HIS OWN EXPENSE, AND TO THE SATISFACTION OF THE OWNER.

O. GUARANTEE:

1. GUARANTEE ENTIRE INSTALLATION TO BE IN GOOD REPAIR AND PROPER WORKING ORDER FOR A PERIOD OF ONE-YEAR FOLLOWING DATE OF FINAL ACCEPTANCE.

END OF SPECIFICATION

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JAMES D. WHITTEN 85922 LICENSED PROFESSIONAL ENGINEER
March 5, 2012

Cottonwood Park
Parking Lot Lighting

City of Little Elm
Little Elm, Texas

LITTLE ELM

REVISIONS

REV.	DATE	REV.	DATE

ISSUE DATE
March, 2012

DRAWN BY: C.A.D.
CHECKED BY: J.W.

DRAWING TITLE
Electrical Specifications

E-3
OF

ABBREVIATIONS

A	AMPS
AC	ALTERNATING CURRENT
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AL	ALUMINUM
AIC	AMPERE INTERRUPTING CAPACITY
AMP	AMPERE
ATS	AUTOMATIC TRANSFER SWITCH
AUTO	AUTOMATIC
AUX	AUXILIARY
AWG	AMERICAN WIRE GAUGE
BKR	BREAKER
BLDG	BUILDING
C	CONDUIT
CB	CIRCUIT BREAKER
CKT	CIRCUIT
CLB	CURRENT LIMITING BREAKER
CLF	CURRENT LIMITING FUSE
CP	CONTROL PANEL
CPT	CONTROL POWER TRANSFORMER
CR	CONTROL RELAY
CS	CONTROL SWITCH
CT	CURRENT TRANSFORMER
CU	COPPER
CWS	CONDUIT WALL SEAL
DC	DIRECT CURRENT
DIA	DIAMETER
DMU	DIGITAL METERING UNIT
DN	DOWN
EC	EMPTY CONDUIT
ELEC	ELECTRICAL
ELEV	ELEVATION
EM	EMERGENCY
ENCL	ENCLOSURE OR ENCLOSED
EQUIP	EQUIPMENT
EWC	ELECTRIC WATER COOLER
EWH	ELECTRIC WATER HEATER
FBO	FURNISHED BY OTHERS
FU	FUSE
GCP	GENERATOR CONTROL PANEL
GEN	GENERATOR
GB	GROUND BAR
G , GRD	GROUND
GFI	GROUND FAULT INTERRUPTER
GRS	GALVANIZED RIGID STEEL
HH	HANDHOLE
HT	HEIGHT
HID	HIGH INTENSITY DISCHARGE
HP	HORSEPOWER
HZ	HERTZ
INST	INSTANTANEOUS
INSTR	INSTRUMENT OR INSTRUMENTATION
K	KILO (PREFIX)
KCMIL	1000 CIRCULAR MILS
KVA	KILOVOLT AMPERES
KW	KILOWATTS
LA	LIGHTNING ARRESTER
LGTS	LIGHTS
LTG	LIGHTING
LP	LIGHTING PANEL
LV	LOW VOLTAGE
MAX	MAXIMUM
MCB	MAIN CIRCUIT BREAKER
MCC	MOTOR CONTROL CENTER
MCP	MOTOR CIRCUIT PROTECTOR
MFR	MANUFACTURER
MH	MANHOLE
MIN	MINIMUM
MLO	MAIN LUGS ONLY
MMU	MICROPROCESSOR METERING UNIT
MTD	MOUNTED
N	NEUTRAL
NC	NORMALLY CLOSED
NIC	NOT IN CONTRACT
NO	NORMALLY OPEN OR NUMBER
OH	OVERHEAD
PB	PULL BOX
OL	OVERLOAD
PCP	PUMP CONTROL PANEL
PH	PHASE
PNL	PANEL OR PANELBOARD
PRI	PRIMARY
PT	POTENTIAL TRANSFORMER
PVC	POLYVINYL CHLORIDE
RECPT	RECEPTACLE
REQD	REQUIRED
QTY	QUANTITY
SA	SURGE ARRESTER
SC	SURGE CAPACITOR
SHT	SHEET
SN	SOLID NEUTRAL
SS	STAINLESS STEEL
SV	SOLENOID VALVE
SW	SWITCH
SWBD	SWITCHBOARD
SWGR	SWITCHGEAR
TC	TIME TO CLOSE OR TRAY CABLE
TEL	TELEPHONE
TO	TIME TO OPEN
TVSS	TRANSIENT VOLTAGE SURGE SUPRESSOR
TYP	TYPICAL
UG	UNDERGROUND
UNO	UNLESS NOTED OTHERWISE
UPS	UNINTERRUPTIBLE POWER SUPPLY
V	VOLTS
VA	VOLT AMPS
VAR	VOLT AMPS REACTIVE
VFD	VARIABLE FREQUENCY DRIVE
W	WIRE, WATTS, WIDTH
WP	WEATHERPROOF
XP	EXPLOSION PROOF
XFMR	TRANSFORMER

SYMBOL LEGEND

SYMBOL	DESCRIPTION
C 3	LIGHTING CONTACTOR WITH NUMBER OF POLES AS INDICATED
TM	TIME SWITCH
J	JUNCTION BOX
P	PULL BOX
PC	PHOTOCELL
LP_	LIGHTING PANEL BOARD (LP_)
	PEDESTAL MOUNTED 20A WEATHER AND TAMPER RESISTANT GFCI RECEPTACLE EQUAL TO MIDWEST ELECTRICAL PRODUCTS #U01OSEP
	BRANCH CIRCUIT CONDUIT INSTALLED MINIMUM 24" BELOW GRADE. SIZE CONDUIT PERMITTED REFER TO THE SPECIFICATIONS.
(2) 3#3/0, 1#2G-3"C.	DENOTES A QUANTITY OF TWO (2) 3-INCH CONDUITS EACH CONTAINING 3 NO. 3/0 AWG CONDUCTORS AND 1 NO. 2 AWG GROUND CONDUCTOR.

ELECTRICAL GENERAL NOTES

1. CODES

THE WORK SHALL COMPLY WITH ALL APPLICABLE LOCAL, MUNICIPAL, AND NATIONAL CODES. WHERE THE CONSTRUCTION DOCUMENTS INDICATE MORE RESTRICTIVE REQUIREMENTS THE CONSTRUCTION DOCUMENTS SHALL GOVERN. HOWEVER, THE CONSTRUCTION DOCUMENTS SHALL NOT BE INTERPRETED AS AUTHORITY TO VIOLATE AND CODE OR REGULATION.

2. DRAWINGS AND SPECIFICATIONS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR READING AND COMPLYING WITH DRAWINGS AND CLIENT INTENT. IN THE EVENT OF A CONFLICT OR INCONSISTENCY BETWEEN THE DRAWINGS, NOTES OR CODES, THE REFERENCE WHICH PROVIDES THE MORE COMPLETE OR HIGHER STANDARD SHALL PREVAIL.

3. INTERPRETATION OF THE DOCUMENTS

CAREFULLY COMPARE THE DRAWINGS, CHECKING MEASUREMENTS AND CONDITIONS UNDER WHICH THIS INSTALLATION IS TO BE MADE. FOR CLARIFICATION ON THE VARIOUS ITEMS ON THE DRAWINGS THE MATTER SHALL BE REFERRED TO THE ENGINEER BEFORE ANY WORK IS EXECUTED. THE CONTRACTOR SHALL STATE IN THEIR PROPOSAL ANY EXCEPTIONS NECESSARY TO MAKE THIS A COMPLETE, READY TO USE INSTALLATION. IF NOT STATED IN THE PROPOSAL, IT WILL NOT BE CONSIDERED EXTRA.

4. ELECTRICAL DRAWINGS

THE ELECTRICAL DRAWINGS ARE DIAGRAMMATIC AND SHALL NOT BE SCALED. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL DOORS, WALLS, FURNITURE, EQUIPMENT, ETC.. THE LOCATION OF RACEWAY SYSTEM COMPONENTS IS SCHEMATIC. THE EXACT LOCATION OF RACEWAY SYSTEM COMPONENTS SHALL BE DETERMINED BY THE CONTRACTOR IN THE FIELD. THE CONTRACTOR SHALL CONFIRM THE DIMENSIONS OF THE ACTUAL EQUIPMENT TO BE SUPPLIED FOR THIS PROJECT, AND VERIFY CLEARANCES AND ROUGH-INS PRIOR TO STARTING WORK.

5. SITE EXAMINATION

BEFORE SUBMITTING A BID, THE CONTRACTOR SHALL VISIT THE SITE, EXAMINE THE PREMISES, AND MAKE A THOROUGH SURVEY OF THE EXISTING CONDITIONS. THE SUBMISSION OF A PROPOSAL WILL BE CONSTRUED AS EVIDENCE THAT SUCH AN EXAMINATION HAS BEEN MADE. NO CONSIDERATION OR ALLOWANCE WILL BE GRANTED FOR FAILURE TO VISIT THE SITE OR FOR LATER CLAIMS FOR LABOR, EQUIPMENT, MATERIALS REQUIRED, OR FOR DIFFICULTIES ENCOUNTERED WHICH COULD HAVE BEEN FORESEEN HAD SUCH AN SITE EXAMINATION BEEN MADE.

6. COORDINATION WITH OTHER TRADES

THE ELECTRICAL CONTRACTOR SHALL OBTAIN A COMPLETE SET OF ARCHITECTURAL AND ENGINEERING DOCUMENTS AND COORDINATE WITH MECHANICAL, PLUMBING, ARCHITECTURAL, AND OTHER TRADES FOR EXACT DIMENSIONS, CLEARANCES, ROUGH-IN LOCATIONS, AND OTHER ADDITIONAL SCOPES OF WORK THAT MAY NOT BE SHOWN ON THE ELECTRICAL PLANS. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL 120 VOLT (AND HIGHER) AC POWER TO OTHER TRADES EQUIPMENT AND HARDWARE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, CONTROLS, FIRE AND SECURITY SYSTEMS,

7. PERMITS, APPLICATIONS AND RELEASES

THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS INSPECTIONS, APPLICATIONS, RELEASES AND FEES REQUIRED BY LOCAL, STATE AND FEDERAL AGENCIES FOR THE EXECUTION OF THIS WORK. SCHEDULING OF ALL REQUIRED INSPECTIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

8. FIRE STOPPING

ALL CONDUIT SHALL BE SUITABLE CLOSED UP AND SEALED WITH AN INTUMESCENT FIRE STOPPING COMPOUND LISTED IN THE MOST RECENT FACTORY MUTUAL RESEACH CORPORATION (FMRC) APPROVAL GUIDE. FIRE STOPPING PRODUCTS SHALL BE MANUFACTURED BY 3M CO.

9. EQUIPMENT

ALL NEW MATERIALS AND EQUIPMENT USED IN THIS INSTALLATION SHALL HAVE THE APPROPRIATE UL LISTING AND LABEL.

10. MISCELLANEOUS SUPPORTING MEMBERS

ALL ANGLES CHANNELS, AND OTHER MISCELLANEOUS STEEL, BOLTS, RODS, ETC.. REQUIRED TO SUPPORT LIGHT FIXTURE, CONDUIT, RACEWAY OR OTHER ELECTRICAL EQUIPMENT OR DEVICES SHALL BE FURNISHED AND INSTALLED BY THE ELECTRICAL CONTRACTOR.

11. ELECTRICAL EQUIPMENT IDENTIFICATION

ALL PANEL BOARDS AFFECTED BY REMODEL SHALL BE PROVIDED WITH TYPEWRITTEN DIRECTORIES REFLECTING UPDATED INFORMATION.

12. SAFETY

THE CONTRACTOR SHALL TAKE ALL STEPS NECESSARY TO ENSURE THE SAFETY OF THE OWNERS EMPLOYEES, BUILDING EMPLOYEES AND GUESTS, AS WELL AS THEIR OWN FORCES, BY ADEQUATELY PROTECTING ANY EXPOSED LIVE CONDUCTORS, OR DEVICES THROUGHOUT THE COURSE OF THIS WORK.

ELECTRICAL SPECIFICATIONS

1.0 SCOPE OF WORK

A. FURNISH ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO INSTALL COMPLETE AND OPERATIONAL ELECTRICAL SYSTEMS AS SHOWN ON THE DRAWINGS.

B. THE WORK SHALL INCLUDE FURNISHING AND INSTALLING THE FOLLOWING:
   1. TWO METERED ELECTRICAL SERVICES FROM COSERV ELECTRIC FOR STREET LIGHTING AND IRRIGATION.
   2. CONDUIT, WIRE AND FIELD CONNECTIONS FOR ALL ELECTRICAL EQUIPMENT, LIGHTING FIXTURES AND WIRING DEVICES.
   3. FURNISH AND INSTALL HANDHOLES AND PULL BOXES AS SHOWN AND AS REQUIRED.

1.1 SUBMITTALS

A. PROVIDE MANUFACTURER'S DRAWINGS AND RELATED INFORMATION FOR PANELBOARDS, CONTACTORS, TIMECLOCK AND PULL BOXES.

1.2 CONTRACT PERFORMANCE REQUIREMENTS

A. ELECTRICAL EQUIPMENT, MATERIALS AND INSTALLATION SHALL COMPLY WITH THE 2008 NATIONAL ELECTRIC CODE (NEC) AND THE LATEST EDITION OF THE FOLLOWING CODES:
   1. NATIONAL ELECTRIC SAFETY CODE (NESC)
   2. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)
   3. NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)
   4. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
   5. INSULATED CABLE ENGINEERS ASSOCIATION (ICEA)
   6. UNDERWRITERS LABORATORY (UL)

1.3 SERVICE AND METERING

A. THE RETAIL ELECTRIC PROVIDER SERVING THIS PROJECT SHALL BE COSERV ELECTRIC. CONTACT INFORMATION:
   JEFF CURRY
   (O) (940)321-7800 EXT. 7607 EMAIL: jcurry@coserv.com

B. SERVICE CONFIGURATION FOR THIS PROJECT WILL BE OBTAINED AT 240 VOLTS, SINGLE PHASE, THREE WIRE, 60 HERTZ FROM A POLE MOUNTED TRANSFORMER FURNISHED BY COSERV.

C. COSERV WILL BE RESPONSIBLE FOR THE FOLLOWING:
   1. MODIFICATIONS TO THE EXISTING OVERHEAD DISTRIBUTION SYSTEM TO ACCOMMODATE THE PROJECT ASSOCIATED LOADS.
   2. FURNISHING AND INSTALLING THE METER, BASE AND ENCLOSURE ON THE NEW SERVICE POLES.
   3. TERMINATING THE SECONDARY CONDUCTORS WITHIN THE METERING ENCLOSURE.

D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:
   1. MAKE ALL ARRANGEMENTS WITH COSERV TO OBTAIN ELECTRIC SERVICE, PAY ALL POWER COMPANY CHARGES AND FURNISH ALL LABOR AND MATERIALS REQUIRED FOR THE ELECTRIC SERVICE.
   2. FURNISHING AND INSTALLING THE CONDUCTORS FROM THE LOAD SIDE OF THE METER.

1.4 MATERIALS AND EQUIPMENT

A. ALL MATERIALS AND EQUIPMENT SHALL BE NEW.

B. MATERIALS AND EQUIPMENT OF THE SAME TYPE SHALL BE THE PRODUCT OF ONE MANUFACTURER AND SHALL BE UL LISTED.

1.5 EQUIPMENT IDENTIFICATION

A. NAME PLATES SHALL BE ENGRAVE, LAMINATED PLASTIC NOT LESS THAN 1/16" THICK BY 1" BY 2 1/2" WITH 1/4" BLACK LETTERS ON A WHITE BACKGROUND. NAMEPLATES SHALL BE BONDED TO ALL ENCLOSURES WITH AN EPOXY OR OTHER SIMILAR PERMANENT WATERPROOF ADHESIVE.

2.0 PRODUCTS

A. PVC COATED RIGID STEEL CONDUIT SHALL HAVE A MINIMUM OF 0.040" THICK POLYVINYL CHLORIDE COATING (PVC) PERMANENTLY BONDED TO HOT DIPPED GALVANIZED STEEL CONDUIT AND AN INTERNAL CHEMICALLY CURED URETHANE OR ENAMEL COATING. THE ENDS OF ALL COUPLING, FITTING ETC. SHALL HAVE A MINIMUM OF ONE PIPE DIAMETER IN LENGTH OF PVC OVERLAP. PVC COATED CONDUIT AND FITTING SHALL BE "PLASTI-BONDED RED" AS MANUFACTURED BY ROBROY INDUSTRIES OR EQUAL.

B. RIGID NONMETALLIC PVC CONDUIT SHALL BE SCHEDULE 40 POLYVINYL CHLORIDE AS MANUFACTURED BY CARLON OR EQUAL.

C. NEMA 4 TERMINAL BOXES, JUNCTION BOXES, PULL BOXES ETC. SHALL BE PAINTED 14 GAUGE SHEET STEEL WITH GASKETTED 12 GAUGE PAINTED STEEL HINGED COVERS. BOXES SHALL HAVE CONTINUOUSLY WELDED SEAMS AND MOUNTING FEET. WELDS SHALL BE GROUND SMOOTH. BOXES SHALL BE FLANGED AND SHALL NOT HAVE HOLES OR KNOCK-OUTS. ALL HARDWARE SHALL BE STAINLESS STEEL. ENCLOSURES SHALL BE MANUFACTURED BY HOFFMAN ENGINEERING COMPANY OR EQUAL.

D. CAST OR MALLEABLE IRON DEVICE BOXES SHALL BE TYPE FD. ALL CAST OR MALLEABLE IRON BOXES AND FITTINGS SHALL HAVE CADMIUM-ZINC FINISH WITH CAST COVERS AND STAINLESS STEEL SCREWS AS MANUFACTURED BY CROUSE-HINDS COMPANY OR EQUAL.

E. STEEL ELBOWS AND COUPLINGS SHALL BE HOT DIPPED GALVANIZED. ELBOWS AND COUPLINGS USED WITH PVC COATED CONDUIT SHALL BE FURNISHED WITH A PVC COATING BONDED TO THE STEEL, THE SAME THICKNESS AS USED ON THE COATED STEEL CONDUIT.

F. CONDUIT HUBS SHALL BE AS MANUFACTURED BY MYERS ELECTRIC PRODUCTS OR EQUAL.

G. STAINLESS STEEL CHANNEL WITH STAINLESS STEEL HARDWARE SHALL BE USED IN OUTDOOR LOCATIONS.

H. WIRES AND CABLES SHALL BE OF ANNEALED, 90 PERCENT CONDUCTIVITY, SOFT DRAWN COPPER. ALL CONDUCTORS SHALL BE STRANDED EXCEPT THAT LIGHTING AND RECEPTACLE WIRING #10 AWG AND SMALLER MAY BE SOLID. CONDUCTORS #6 AWG AND SMALLER SHALL BE TYPE THHN. CONDUCTORS #4 AWG AND LARGER SHALL BE TYPE XHHW.

I. BURIED ELECTRICAL CONDUIT WARNING TAPE SHALL BE 6" WIDE, RED METAL FOIL NOT LESS THAT 0.0035" THICK. TAPE SHALL BE W.H. BRADY CO. #B-721 OR EQUAL.

J. RECEPTACLES SHALL BE HEAVY DUTY, SPECIFICATION GRADE OF THE FOLLOWING TYPES AND MANUFACTURER OR EQUAL:
   1. GROUND FAULT INTERRUPTER DUPLEX 20A, 125V, 2P, 3W, GFCI FEED THROUGH TYPE WITH TEST AND RESET BUTTONS EQUAL TO HUBBELL #GF5362.

H. WIRES AND CABLES SHALL BE OF ANNEALED, 90 PERCENT CONDUCTIVITY, SOFT DRAWN COPPER. ALL CONDUCTORS SHALL BE STRANDED EXCEPT THAT LIGHTING AND RECEPTACLE WIRING #10 AWG AND SMALLER MAY BE SOLID. CONDUCTORS #6 AWG AND SMALLER SHALL BE TYPE THHN. CONDUCTORS #4 AWG AND LARGER SHALL BE TYPE XHHW. WIRES AND CABLES SHALL BE OF ANNEALED, 90 PERCENT CONDUCTIVITY, SOFT DRAWN COPPER. ALL CONDUCTORS SHALL BE STRANDED EXCEPT THAT LIGHTING AND RECEPTACLE WIRING #10 AWG AND SMALLER MAY BE SOLID. CONDUCTORS #6 AWG AND SMALLER SHALL BE TYPE THHN. CONDUCTORS #4 AWG AND LARGER SHALL BE TYPE XHHW.

I. LIGHTING FIXTURES
   1. MATCH EXISTING PAVILLION PARKING LOT POLE AND LUMINAIRES.

J. LIGHTING CONTACTORS SHALL BE OF THE ELECTRICALLY OPERATED, ENCLOSURE WITH 12 POLES EACH. OPERATING COILS SHALL BE RATED FOR 277 VOLTS AND SHALL BE FOR MOMENTARY OPERATION. PROVIDE WITH HAND-OFF-AUTO THREE POSITION SWITCH WITHIN THE ENCLOSURE. CONTACTORS SHALL BE RATED FOR 20 AMPS, 600 VAC AND SHALL BE EQUAL TO AUTOMATIC SWITCH CO.. BULLETIN 917RC OR SIMILAR BY SQUARE-D COMPANY OR CUTLER HAMMER.

K. THE TIMECLOCK SHALL BE DIGITAL MICROPROCESSOR BASED ARRANGED TO TURN "ON" AT SUNSET AND TURN "OFF" AT PREDETERMINED TIME BETWEEN 8:30PM AND MIDNIGHT OR SUNRISE. PROVIDE SWITCH RATED FOR 277 VAC HAVING AUTOMATICALLY WOULD SPRING MECHANISM OR CAPACITOR TO MAINTAIN ACCURATE TIME READINGS FOR A MINIMUM OF 15 HOURS AFTER A POWER FAILURE. HOUSING TO BE NEMA 4.

L. ELECTRICAL GROUND BOXES SHALL CONFORM TO TXDOT STANDARD SHEET ED-3.

M. PANELBOARDS
   1. PANELBOARDS SHALL BE IN ACCORDANCE WITH THE UNDERWRITERS LABORATORIES, INC.. "STANDARD FOR PANELBOARDS" AND "STANDARD FOR CABINETS AND BOXES" AND SHALL BE SO LABELED WHERE PROCEDURES EXIST. PANELBOARDS SHALL ALSO COMPLY WITH NEMA STANDARD FOR PANELBOARDS AND THE NATIONAL ELECTRIC CODE.
   2. BUS BARS FOR THE MAINS SHALL BE COPPER. FULL SIZE NEUTRAL BARS SHALL BE COPPER. THE NEUTRAL BUSSING SHALL HAVE A SUITABLE LUG FOR EACH OUTGOING FEEDER REQUIRING A NEUTRAL CONNECTION.
   3. CIRCUIT BREAKERS SHALL BE MOLDED CASE, BOLT-IN TYPE. SERIES RATING OF CIRCUIT BREAKERS IS NOT ALLOWED.

N. GROUNDING
   1. GROUND RODS SHALL BE 3/4" BY 10'-0" COPPERCLAD STEEL AND CONSTRUCTED IN ACCORDANCE WITH UL 467. THE MINIMUM COPPER OR EQUAL.
   2. GROUNDING CONDUIT HUBS SHALL BE MALLEABLE IRON TYPE SIMILAR TO THOMAS & BETTS CO. #3940 (3/4" CONDUIT SIZE) OR EQUAL BY BURNDY OR O.Z. GEDNEY CO. AND OF THE CORRECT SIZE FOR THE CONDUIT.

3.0 INSTALLATION

A. ANY WORK NOT INSTALLED ACCORDING TO THE DRAWINGS AND THESE SPECIFICATIONS SHALL BE SUBJECT TO CHANGE AS DIRECTED BY THE ENGINEER. NO EXTRA COMPENSATION WILL BE ALLOWED FOR MAKING THESE CHANGES.

B. ELECTRICAL EQUIPMENT SHALL BE PROTECTED AT ALL TIMES AGAINST MECHANICAL INJURY OR DAMAGE BY WATER. ELECTRICAL EQUIPMENT SHALL NOT BE STORED OUTDOORS. ELECTRICAL EQUIPMENT SHALL BE STORED IN DRY PERMANENT SHELTERS. IF ANY ELECTRICAL EQUIPMENT HAS BEEN SUBJECT TO POSSIBLE INJURY BY WATER, IT SHALL BE THOROUGHLY DRIED OUT AND TESTED AS DIRECTED BY THE ENGINEER OR SHALL BE REPLACED AT NO ADDITIONAL COST AT THE ENGINEER'S DISCRETION.

C. REPAINT ANY DAMAGE TO FACTORY APPLIED PAINT FINISH USING TOUCH-UP PAINT PROVIDED BY THE EQUIPMENT MANUFACTURER.

D. EXPOSED RECEPTACLE AND LIGHTING OUTLET BOXES AND CONDUIT FITTINGS SHALL BE CAST OR MALLEABLE IRON.

E. NO CONDUIT SMALLER THAN 3/4" ELECTRICAL TRADE SIZE SHALL BE USED NOR SHALL ANY CONDUIT RUN HAVE MORE THAT THE EQUIVALENT OF THREE 90 DEGREE BENDS. BETWEEN ACCESSIBLE PULL POINTS, PULL BOXES SHALL BE PROVIDED AS REQUIRED.

F. NO WIRE SHALL BE PULLED UNTIL THE CONDUIT SYSTEM IS COMPLETE IN ALL DETAILS.

G. CONDUITS SHALL BE TERMINATED SO AS TO PERMIT NEAT CONNECTIONS TO THE LIGHTING FIXTURES, WIRING DEVICES AND EQUIPMENT.

H. CONDUIT TERMINATING IN NEMA 4 ENCLOSURES SHALL BE TERMINATED WITH NYERS TYPE CONDUIT HUBS.

I. WHERE NO TYPE OR SIZE IS INDICATED FOR JUNCTION BOXES, PULL BOXES OR TERMINAL CABINETS, THEY SHALL BE SIZED IN ACCORDANCE WITH THE REQUIREMENTS OF NEC ARTICLE 370.

J. USE UL APPROVED LUBRICANTS TO FACILITATE WIRE PULLING.

K. ALL WIRE SHALL BE COLOR CODED OR CODED USING ELECTRICAL TAPE IN SIZES WHERE COLORED INSULATION IS NOT AVAILABLE. WHERE TAPE IS USED AS THE IDENTIFICATION SYSTEM, IT SHALL BE APPLIED IN ALL JUNCTION BOXES AND OTHER ACCESSIBLE INTERMEDIATE LOCATIONS AS WELL AS AT EACH TERMINATION.

L. ALL UNDERGROUND SCHEDULE 40 PVC CONDUIT SHALL BE DIRECT BURIED A MINIMUM OF 24" BELOW GRADE.

M. ALL 90 DEGREE ELBOWS IN THE UNDERGROUND CONDUIT DUCTBANKS SYSTEM SHALL BE PVC COATED RIGID GALVANIZED STEEL OR ALUMINUM CONDUIT. CONCRETE ENCASED PVC SCH 40 CONDUIT SHALL END APPROXIMATELY 10'-0" FROM ALL PULL BOXES, EQUIPMENT OR HAND HOLES AND BE COMPLETED WITH PVC COATED RIGID GALVANIZED CONDUIT TO THE RESPECTIVE PIECE OF EQUIPMENT.

N. ALL CONDUIT RISERS EXITING DUCT BANKS SHALL HAVE EXPANSION/ CONTRACTION FITTINGS.

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NO.	DATE	COMMENT
1	06/18/10	ADDENDUM #1
2	06/22/10	ADDENDUM #2

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TOWN OF LITTLE ELM
WEST LOBO LANE ADDITIONS
ELECTRICAL SPECIFICATIONS, NOTES & SYMBOL LEGEND

SCALE: N.T.S.
DRAWN BY: JON
JOB NUMBER: 010909
DATE: JUNE 29, 2011
DESIGN BY: JON
SHEET NO. 1 of 9
SHEET ID: EI01

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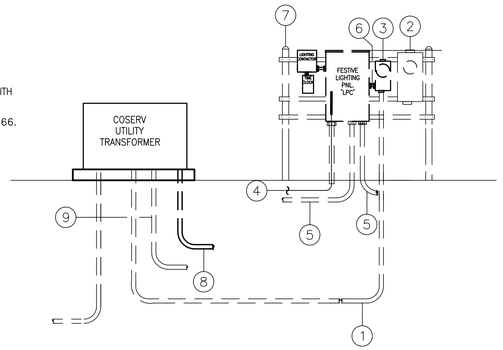
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92248
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KEYED NOTES

1. ARRANGE WITH COSERV ELECTRIC UTILITY COMPANY TO SUPPLY SINGLE PHASE, 125A 240/120 VAC THREE WIRE POWER AT METER OR POINT OF SERVICE.
2. EXISTING METER.
3. NEW 125A, 2 POLE, 3 WIRE SERVICE ROUTED TO NEW POWER OUTLET PANEL WITH RINGLESS METER EQUAL TO CUTLER HAMMER #CHR1N7N4NBTZ.
4. SERVICE ENTRANCE GROUNDING ELECTRODE PER NFPA-70, ART. 250.66. CONNECT TO EXISTING GROUND IN CLOSE VICINITY.
5. TYPICAL BRANCH FEEDERS TO RECEPTACLES. REFER TO PANELBOARD 'LPC' SCHEDULE AND PLANS FOR MORE INFORMATION.
6. 2#1/0, 1#6G. – 1 1/2" NIPPLE.
7. EXISTING STRUT RACK.
8. NEW 200A, 2 POLE, 3 WIRE SERVICE ROUTED TO NEW METER SERVING NEW BALL FIELD LIGHTING.
9. EXISTING BRANCH FEEDERS FOR PARK STREET LIGHTING AND CAMP POWER.



FESITVE LIGHTING RISER DIAGRAM
SCALE: N.T.S. LOBO LN. WEST

PANELBOARD SCHEDULE "LPC"

DESCRIPTION	AMPS POLES	FEEDER NO.	LOAD, VA LTS	RECEPT	MOTOR	KITCHEN	OTHER	CKT	PHASE A	PHASE C	CKT	LOAD, VA OTHER	KITCHEN	MOTOR	RECEPT	LTS	FEEDER NO.	AMPS POLES	DESCRIPTION
TREE LIGHTING	20/1	4	1600					1	*		2					1600	2	20/1	TREE LIGHTING
TREE LIGHTING	20/1	4	1600					3		*	4					1600	2	20/1	TREE LIGHTING
TREE LIGHTING	20/1	2	1600					5	*		6					1600	2	20/1	TREE LIGHTING
TREE LIGHTING	20/1	2	1600					7		*	8					1600	2	20/1	TREE LIGHTING
TREE LIGHTING	20/1	2	1600					9	*		10					1600	3	20/1	TREE LIGHTING
TREE LIGHTING	20/1	2	1600					11		*	12					1600	3	20/1	TREE LIGHTING
TREE LIGHTING	20/1	3	1600					13	*		14					1600	3	20/1	TREE LIGHTING
SPARE	20/1							15		*	16							20/1	SPARE
SPARE	20/1							17	*		18	300					1	20/1	TIMECLOCK
SPACE								19		*	20								SPACE
SPACE								21	*		22								SPACE
SPACE								23		*	24								SPACE
SUB-TOTAL			11200	0	0	0	0					300	0	0	0	11200		SUB-TOTAL	

DESCRIPTION		
	MOUNTING:	SURFACE
	VOLTAGE:	240V,1PH,3W
	MAINS SIZE:	125A
	MAINS:	MCB
	PNL TYPE:	NQOD/NEMA 12
	A.I.C	SEE NOTE 1

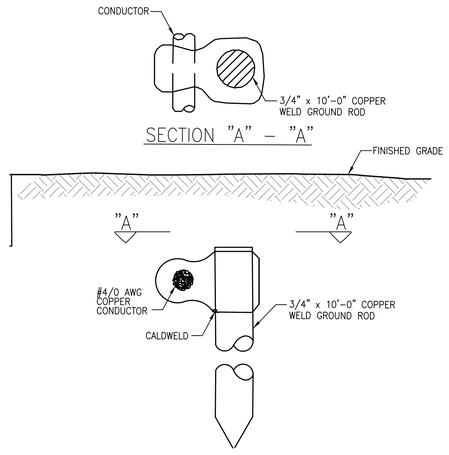
CATEGORY	CONNECT LOAD KVA	CONNECT LOAD AMPS	FACTOR	DESIGN LOAD KVA	DESIGN LOAD AMPS
LIGHTING	22.4	93.3	1.25	28.0	116.7
RECEPTACLE	0.0	0.0	NEC	0.0	0.0
OTHER	0.3	1.3	1.0	0.3	1.3
TOTAL	22.7	94.6		28.3	117.9

LOAD PER PHASE	
PH A	13100
PH C	9600

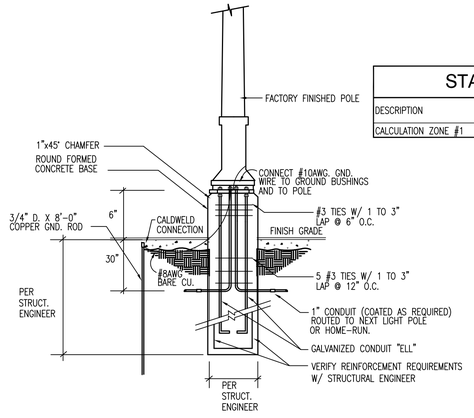
FEEDERS	
1	2#12, 1#12 G.– 1/2"C.
2	2#4, 1#8 G.– 1 1/2"C.
3	2#2, 1#8 G.– 1 1/2"C.
4	2#1/0, 1#8 G. 1 1/2"C.

NOTES:
1. VERIFY W/ COSERV DEPENDING ON AVAILABLE FAULT AT NEW TRANSFORMER.

ASSUMPTIONS:
1. 5 WATTS PER STRING @ 20 WATTS PER STRING WITH 20 STRINGS PER TREE = 100 WATTS REQUIRED PER TREE.
2. EACH STRING HAS AVERAGE OF 70 LED BULBS.
3. 14AMPS MAX CIRCUIT @ 120V = 17 TREES MAXIMUM.
4. LONGEST RUN IS APPROXIMATELY 2000' @ 14 AMPS = 28000 AMP FEET
5. ACCEPTABLE VOLTAGE DROP OF 5% = 6 AMPS USING 3/0AWG FEEDERS WILL ACCOUNT FOR 5AMP VOLTAGE DROP
6. USING 1/0AWG FEEDERS WILL ACCOUNT FOR 5.1 VOLTAGE DROP = 4.25% WHICH MEETS NEC 210-19A FPN 4
7. 14AMPS MAXIMUM W/ 600 FOOT RUN FROM FIRST RECEPTACLE THROUGH LAST RECEPTACLE IN STRING OF 16 WOULD REQUIRE $4AWG FEEDER.
8. FINAL TAP TO BE #12AWG BETWEEN #4AWG BRANCH FEEDER JUNCTION BOX AND RECEPTACLE.



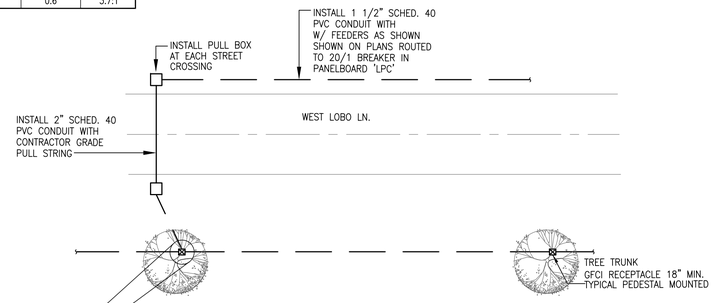
TYPICAL GROUND ROD DETAIL
SCALE: N.T.S.



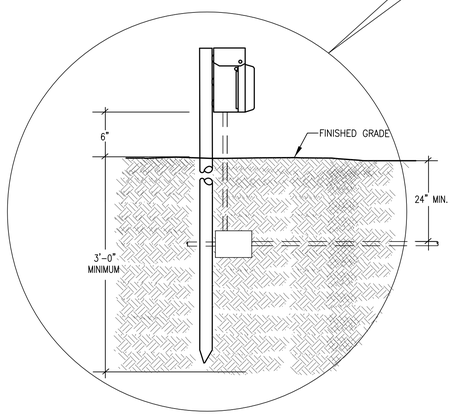
TYPICAL POLE BASE DETAIL
SCALE: N.T.S.

STATISTICS PAVILION PARKING LOT

DESCRIPTION	SYMBOL	AVERAGE	MAX	MIN	AVG/MIN.
CALCULATION ZONE #1	+	2.2	3.8	0.6	3.7:1



TYPICAL CONDUIT LAYOUT DETAIL
SCALE: N.T.S.



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1	06/16/10	ADDENDUM #1
2	06/22/10	ADDENDUM #2

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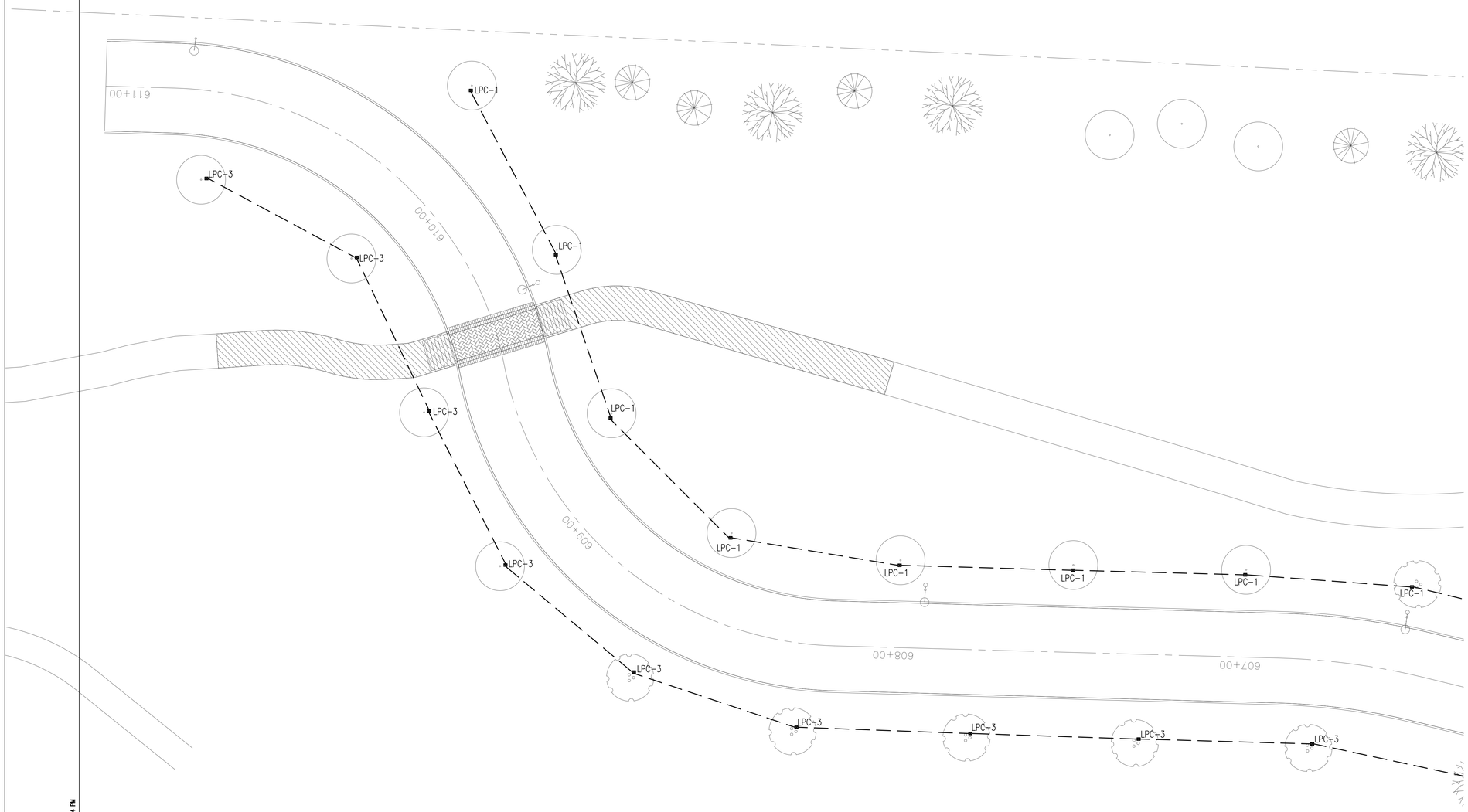
TOWN OF LITTLE ELM
WEST LOBO LANE ADDITIONS
LIGHTING DETAILS, RISER & PANELBOARD SCHEDULES

DATE: JUNE 29, 2011
SCALE: N.T.S.
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DRAWN BY: JON
SHEET NO. 2 of 9
JOB NUMBER: 010909
SHEET ID:

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E102

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GENERAL NOTES

(APPLIES TO ALL PLANS E103 THRU E109)

1. ALL CONDUIT BETWEEN OUTLETS TO BE 1 1/2" SCHED. 40 PVC UNLESS NOTED OTHERWISE.
2. SPLICES SHALL BE MADE WITH RING COMPRESSION TERMINATIONS BOLTED TOGETHER AND COVERED WITH A RAYCHEM GELCAP INSULATING SPLICE COVER FOR 600V CABLE SIZED APPROPRIATELY FOR THE WIRES AT THE SPLICE. ALL SPLICES SHALL BE WATER TIGHT.
3. CONTRACTOR SHALL PROVIDE PULL BOXES AS REQUIRED FOR THE INSTALLATION OF FEEDERS AND HOME RUNS SHOWN BACK TO PANELBOARD 'LPB'. MAXIMUM PULL BOX SPACING SHALL BE 250'.
4. CONDUIT AND CONDUCTORS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL PROVIDE MATERIALS AS REQUIRED TO COMPLETE THE INSTALLATION AS SHOWN ON SHEETS E103 ~ E109.
5. ALL FEEDERS SHOWN ON PLANS REFLECT 1 PHASE CONDUCTOR, 1 NEUTRAL CONDUCTOR AND AN EQUIPMENT GROUND.
6. CONTRACTOR SHALL COORDINATE ALL SERVICE ENTRANCE RELOCATIONS WITH COSERV REPRESENTATIVE JEFF CURRY (940) 321-7800 EXT. 7607.

N E S W

20 10 0 20

SCALE : 1" = 20'

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2	06/22/10	ADDENDUM #2

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TOWN OF LITTLE ELM
WEST LOBO LANE ADDITIONS
PARTIAL ELECTRICAL PLAN

STATE OF TEXAS
JOSEPH NYANJOM
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LICENSED PROFESSIONAL ENGINEER

DATE: JUNE 29, 2011
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E103

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MATCH LINE STA. 602+50

N E S W

20 10 0 20 40

SCALE : 1" = 20'

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1	06/16/10	ADDENDUM #1
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TOWN OF LITTLE ELM
WEST LOBO LANE ADDITIONS
PARTIAL ELECTRICAL PLAN

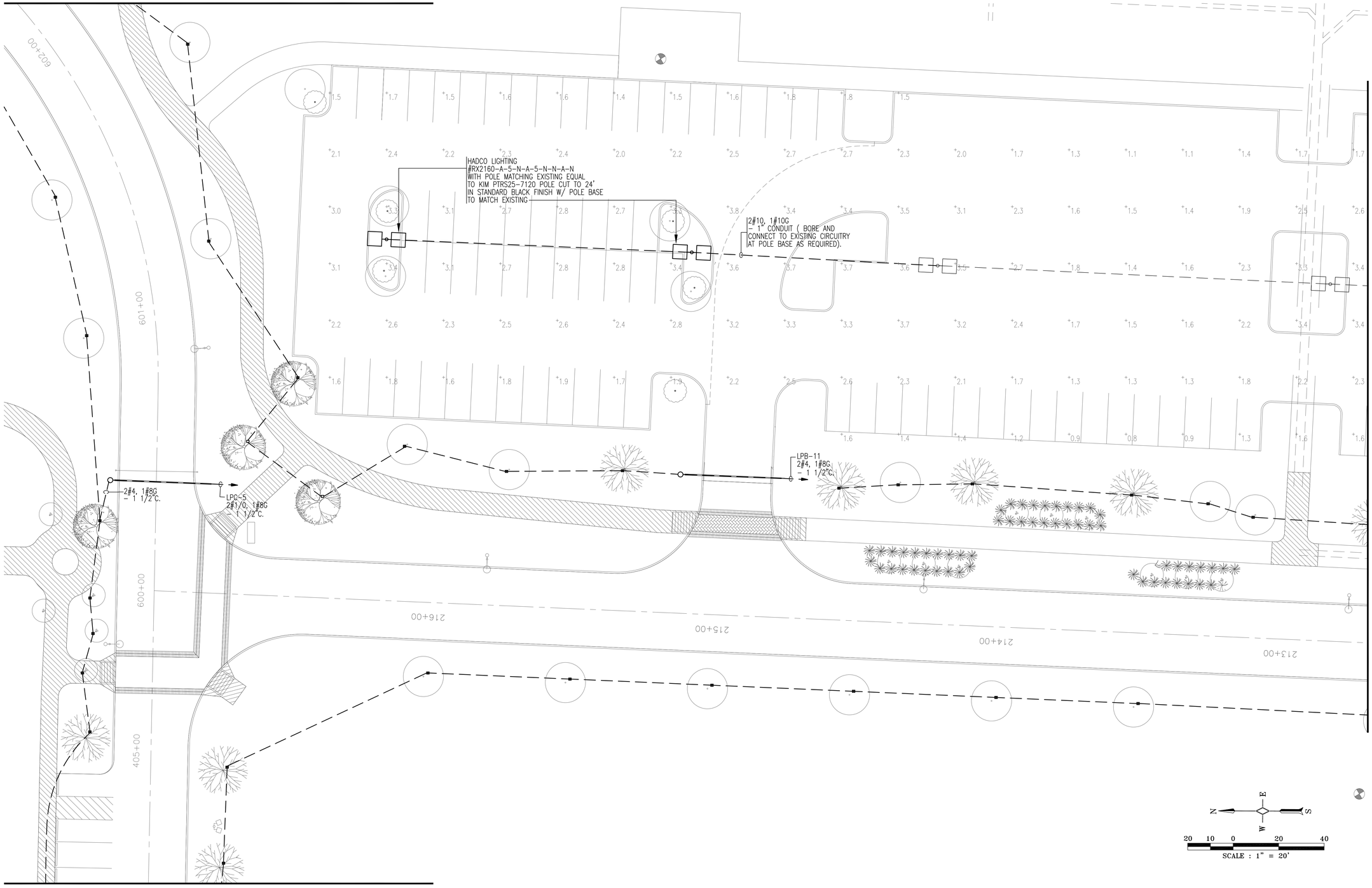
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TOWN OF LITTLE ELM
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PARTIAL ELECTRICAL PLAN

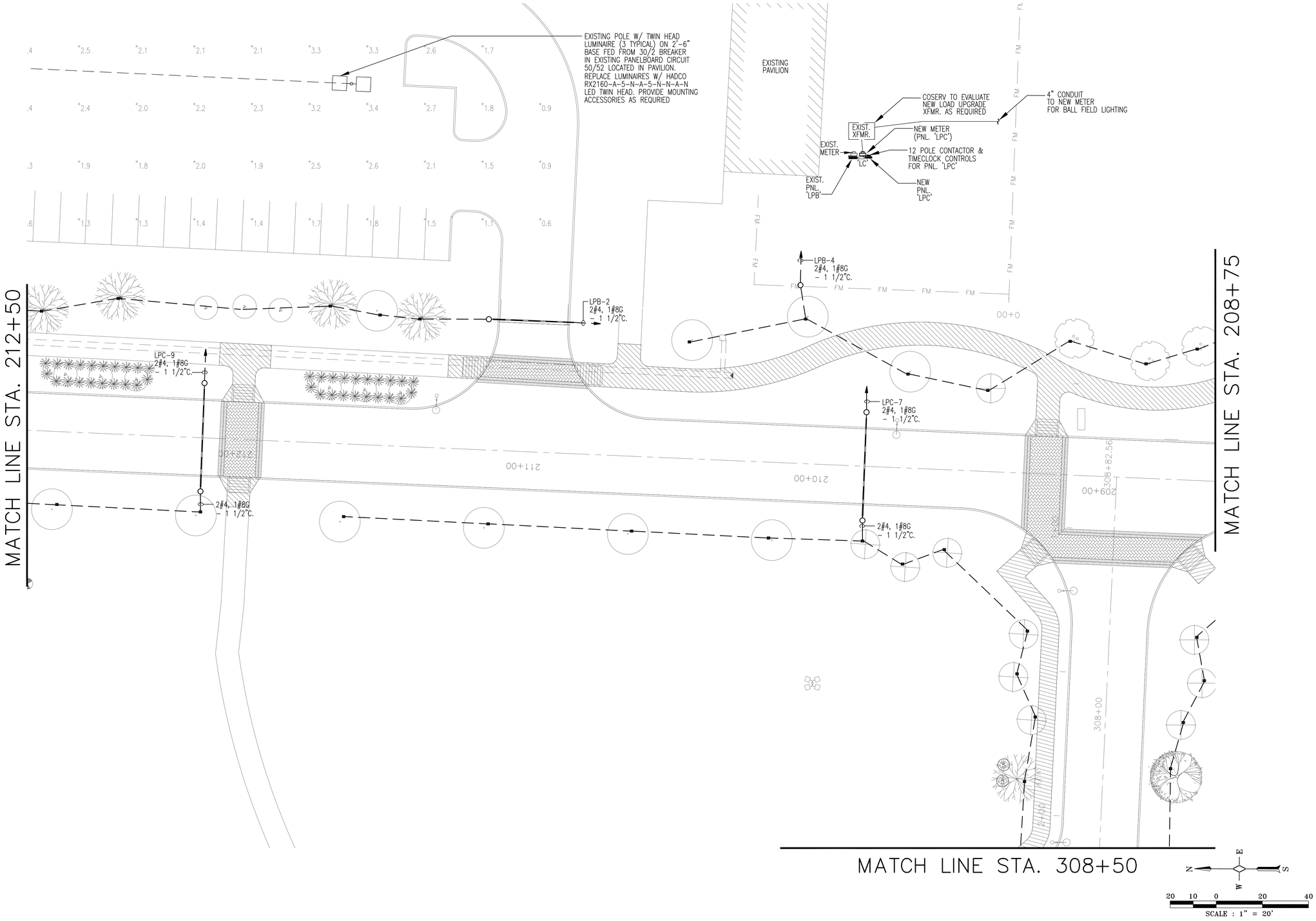
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TOWN OF LITTLE ELM
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PARTIAL ELECTRICAL PLAN

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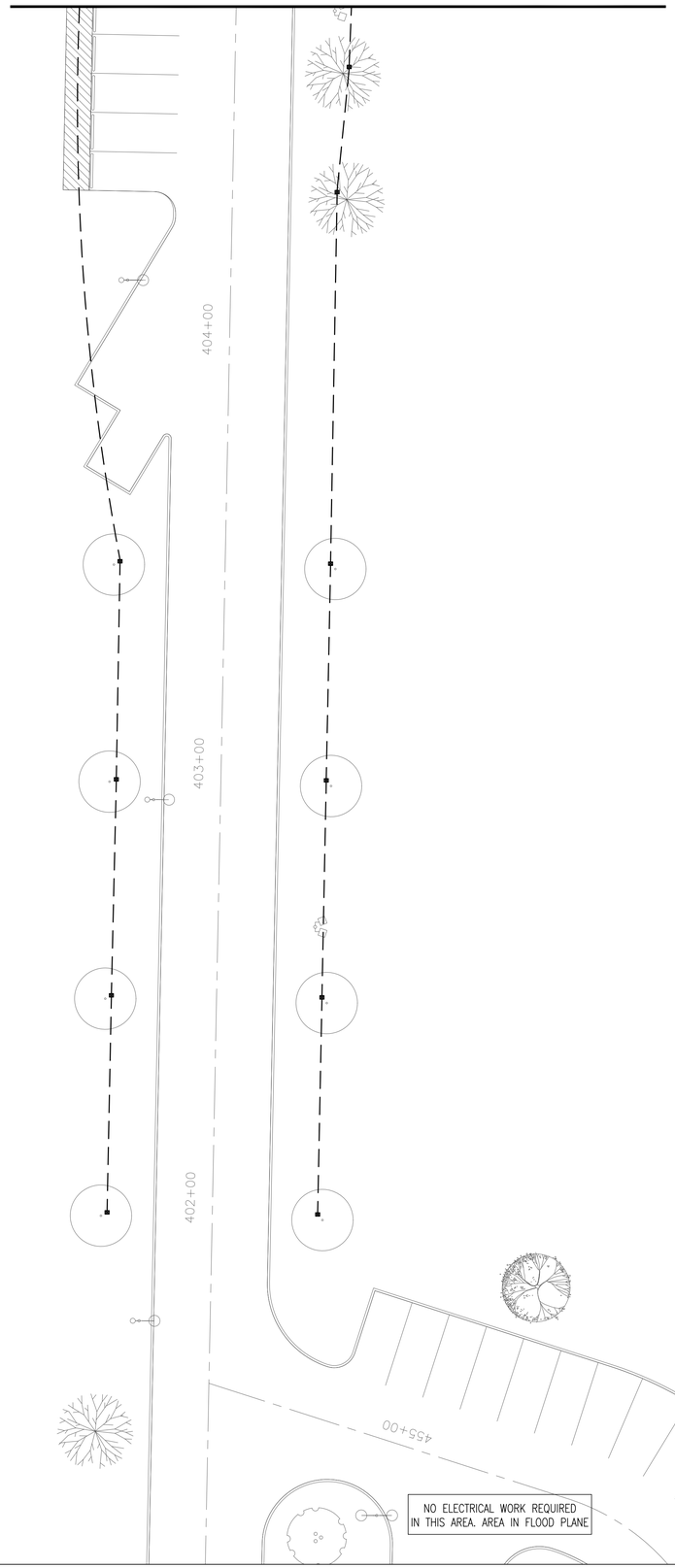
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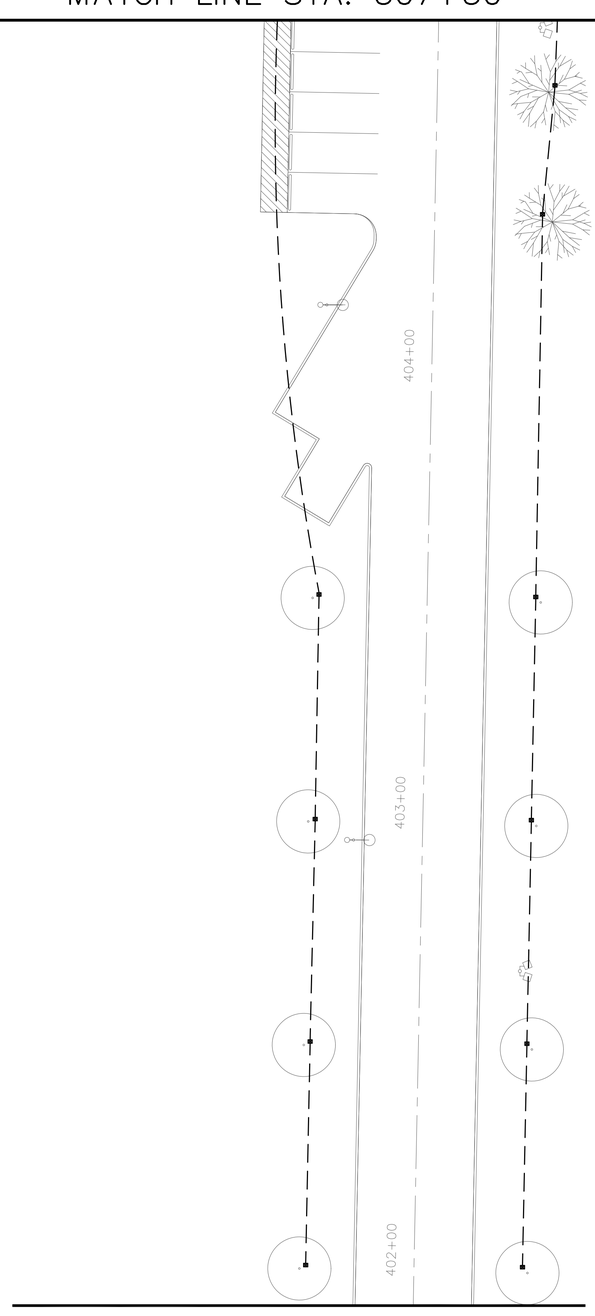
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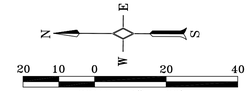
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MATCH LINE STA. 307+50



MATCH LINE STA. 402+50





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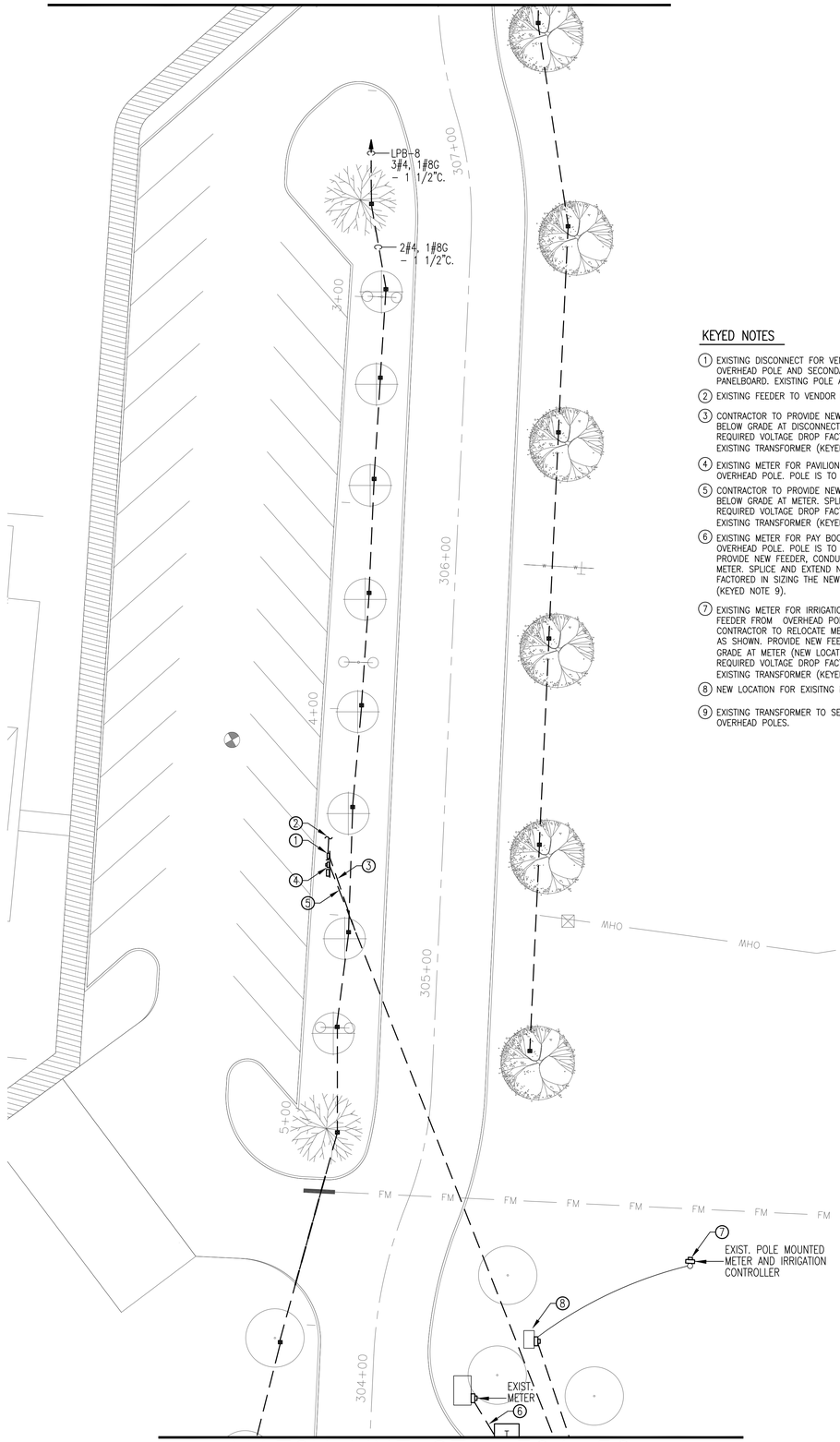
TOWN OF LITTLE ELM
WEST LOBO LANE ADDITIONS
3

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MATCH LINE STA. 304+50

MATCH LINE STA. 304+50

KEYED NOTES

1. EXISTING DISCONNECT FOR VENDOR OUTLETS WITH EXISTING SERVICE FROM OVERHEAD POLE AND SECONDARY FEEDRES ROUTED TO METER AND BRANCH PANELBOARD. EXISTING POLE AND PRIMARY WILL REMOVED BY COSERV.
2. EXISTING FEEDER TO VENDOR OUTLETS TO REMAIN.
3. CONTRACTOR TO PROVIDE NEW FEEDER, CONDUIT AND SPLICE BOX INSTALLED BELOW GRADE AT DISCONNECT. SPLICE AND EXTEND NEW FEEDER WITH NEC REQUIRED VOLTAGE DROP FACTORED IN SIZING THE NEW FEEDER AND ROUTE EXISTING TRANSFORMER (KEYED NOTE 9).
4. EXISTING METER FOR PAVILION WITH EXISTING SECONDARY'S FEEDER FROM OVERHEAD POLE. POLE IS TO BE REMOVED BY COSERV.
5. CONTRACTOR TO PROVIDE NEW FEEDER, CONDUIT AND SPLICE BOX INSTALLED BELOW GRADE AT METER. SPLICE AND EXTEND NEW FEEDER WITH NEC REQUIRED VOLTAGE DROP FACTORED IN SIZING THE NEW FEEDER AND ROUTE EXISTING TRANSFORMER (KEYED NOTE 9).
6. EXISTING METER FOR PAY BOOTH WITH EXISTING SECONDARY'S FEEDER FROM OVERHEAD POLE. POLE IS TO BE REMOVED BY COSERV. CONTRACTOR TO PROVIDE NEW FEEDER, CONDUIT AND SPLICE BOX INSTALLED BELOW GRADE AT METER. SPLICE AND EXTEND NEW FEEDER WITH NEC REQUIRED VOLTAGE DROP FACTORED IN SIZING THE NEW FEEDER AND ROUTE EXISTING TRANSFORMER (KEYED NOTE 9).
7. EXISTING METER FOR IRRIGATION CONTROLLER WITH EXISTING SECONDARY'S FEEDER FROM OVERHEAD POLE. POLE IS TO BE REMOVED BY COSERV. CONTRACTOR TO RELOCATE METER AND CONTROLLER TO EXISTING PUMP HOUSE AS SHOWN. PROVIDE NEW FEEDER, CONDUIT AND SPLICE BOX INSTALLED BELOW GRADE AT METER (NEW LOCATION). SPLICE AND EXTEND NEW FEEDER WITH NEC REQUIRED VOLTAGE DROP FACTORED IN SIZING THE NEW FEEDER AND ROUTE EXISTING TRANSFORMER (KEYED NOTE 9).
8. NEW LOCATION FOR EXISITNG METER AND IRRIGATION CONTROLLER.
9. EXISTING TRANSFORMER TO SERVE ALL SERVICES AFFECTED BY REMOVAL OF OVERHEAD POLES.



90% REVIEW

NO.	DATE	COMMENT
1	06/16/10	ADDENDUM #1
2	06/22/10	ADDENDUM #2

REVISIONS

Lwanda & Company
Consulting Engineers
6136 Frisco Square Blvd.
Suite 400
Frisco, Texas 75034
Tel. 469.287.5488 Fax. 469.287.5489
Texas Registered Firm No. F-5179

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Frisco, Texas 75034
972.335.3214 | fax 972.335.3202 | www.cobbfen.com

TOWN OF LITTLE ELM
WEST LOBO LANE ADDITIONS
PARTIAL ELECTRICAL PLAN

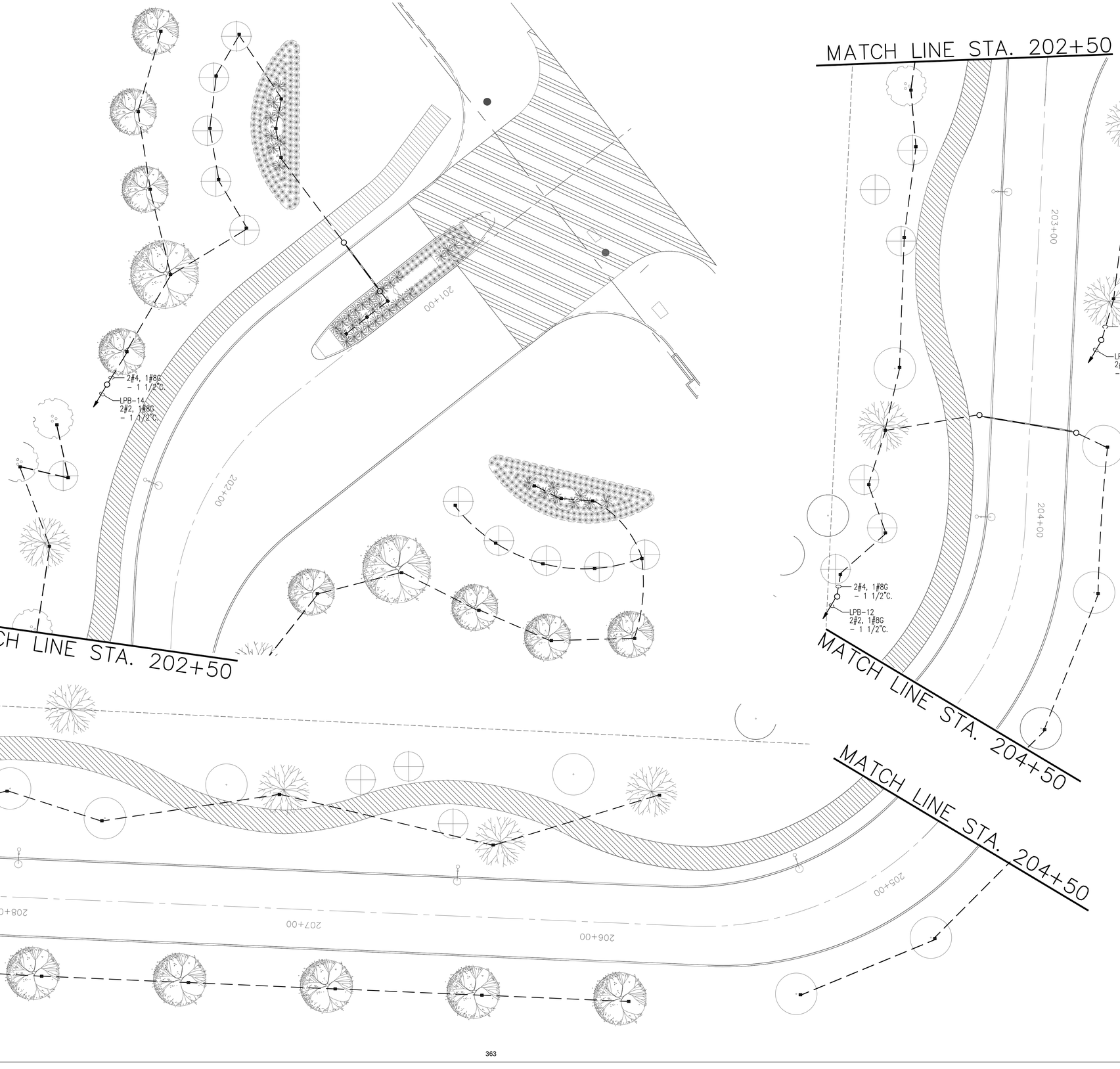
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SHEET NO.	8 of 9
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JOB NUMBER:	010909
SHEET ID:	

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STATE OF TEXAS
JOSEPH NYANJOM
92248
LICENSED
PROFESSIONAL ENGINEER

E108

Dwg Info: C:\Projects\Projects 2011\020511 Lobo Lane Reconstruction Additional Services\Dwgs\E101.dwg - Plotted: 6/29/2011 4:03:20 PM



90% REVIEW

NO.	DATE	COMMENT
1	06/16/10	ADDENDUM #1
2	08/22/10	ADDENDUM #2

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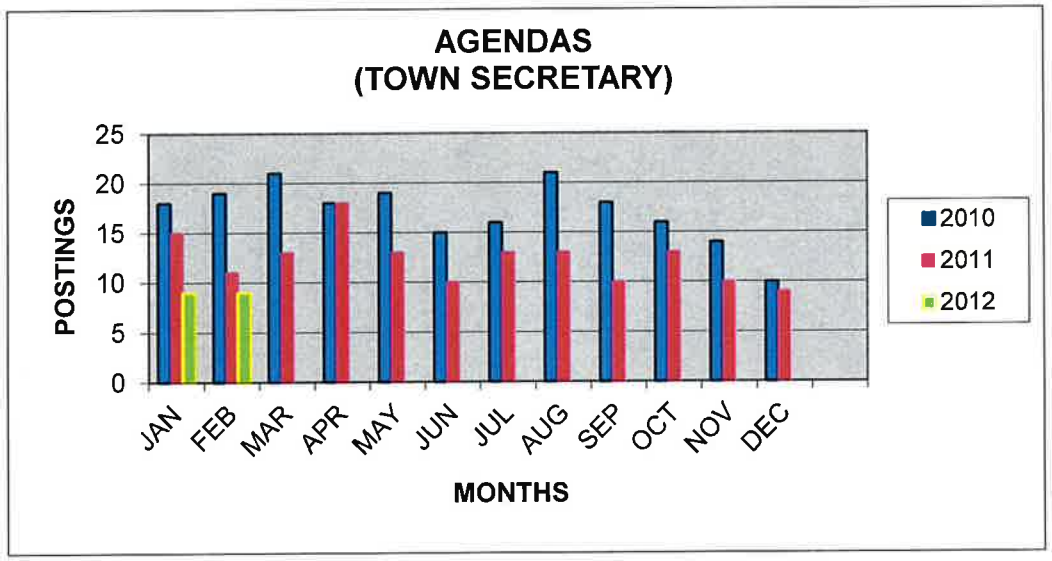
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STATE OF TEXAS
JOSEPH N. NAMOUM
92249
LICENSED
PROFESSIONAL ENGINEER

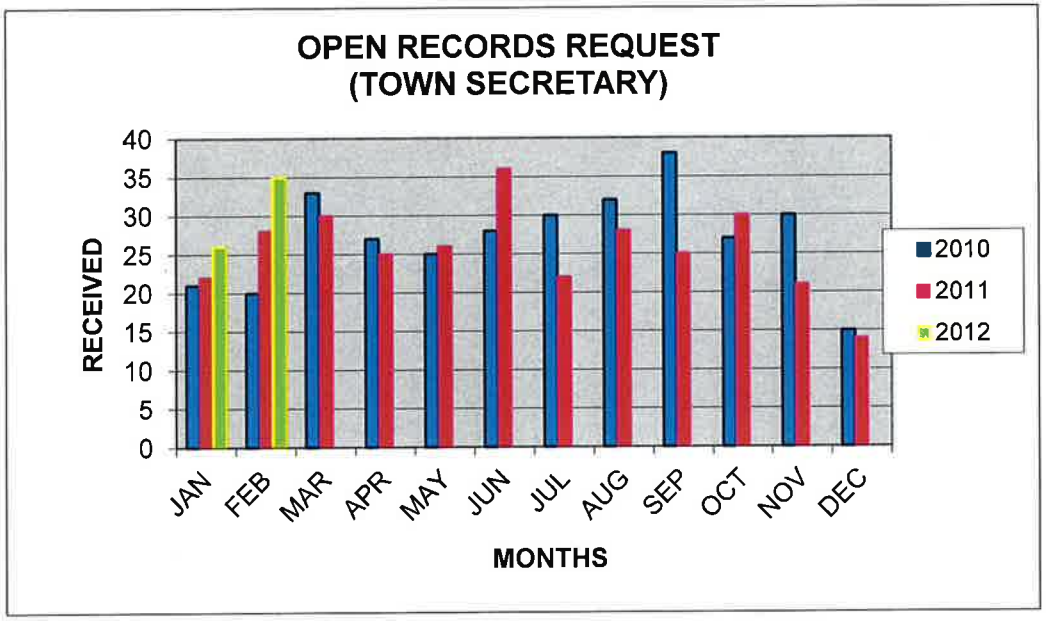
E109

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



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



February 2012



The Town with a Lake Attitude

LITTLE ELM

Monthly Development Report



28,328
Current Population Est.

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

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

PLANNING AND ZONING

Commercial Projects:

Aldi: *awaiting final inspections with anticipated opening in late March*

Lobo Fueling Center: *under construction*

QuikTrip: *under construction*

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

Brakes Plus: *under construction*

RaceTrac: *under construction*

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

The Mansions: *submitted for site plan review*

Residential Projects:

Frisco Hills I (181 residential lots): *under construction*

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): *construction expected to begin 2012*

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

Paloma Creek South Phase 7A (48 residential lots): *pending plat approval*

Recently Completed Projects:

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

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

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

Sunset Pointe Phase 19C (70 residential lots): *opened July, 2011*

Frisco Ranch Phase 4A (77 residential lots): *opened August, 2011*

Sunset Pointe Phase 21 (53 residential lots): *opened September, 2011*

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

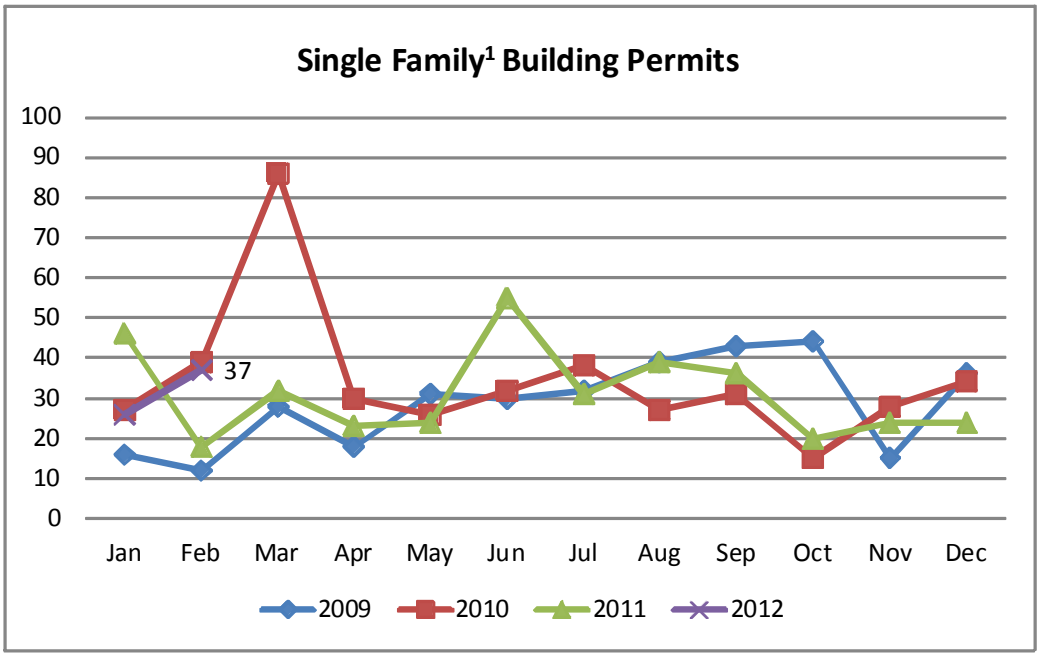
PLANNING AND ZONING

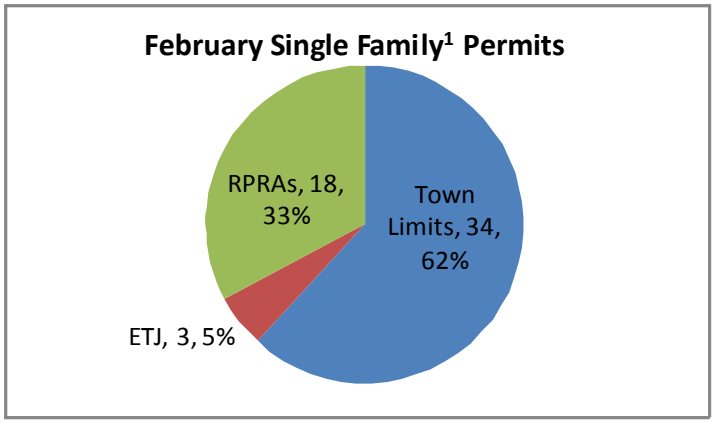
Planning Cases				
Case Type	**2009**	**2010**	**2011**	**2012**
Plats	15	19	17	2
Site Plans	10	8	15	2
Rezonings	6	2	6	0
PDs	4	1	2	0
SUPs	8	8	1	0
Annexations	1	0	1	0
Variances (BOA)	1	0	1	0
Ordinances	12	11	12	2
Special Projects	5	4	17	3
DRC Meetings	48	44	57	7
TOTAL	***110***	***97***	***129***	***16***

Single-Family Lots Created	
YEAR	**# LOTS**
2009	8
2010	80
2011	202
2012	0

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

BUILDING SAFETY





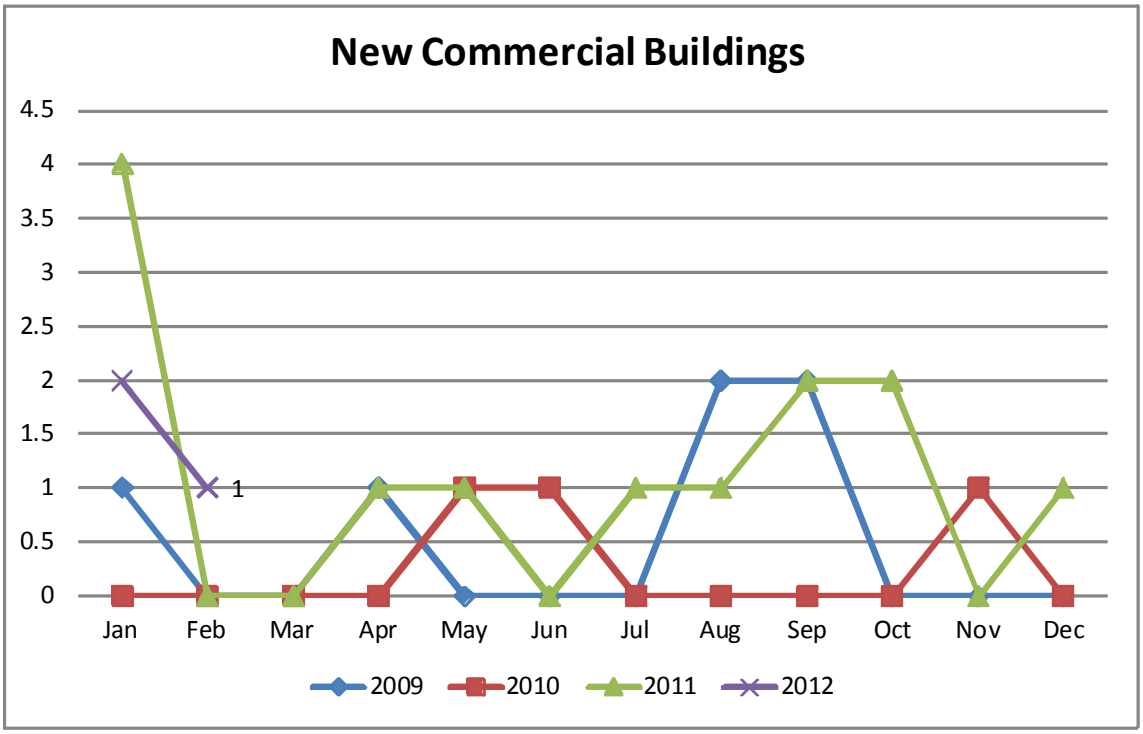
Category	Description	Feb.	2012
SF Permits (Town)	Full Review SF Permits within Little Elm	34	59
SF Permits (ETJ)	Full Review SF Permits within ETJ (Paloma Creek)	3	4
RPRAs	Residential Plan Review Approvals (Frisco Ranch)	18	24
Total	**New Residential Units**	55	87

369

[1]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
February 2012

BUILDING SAFETY

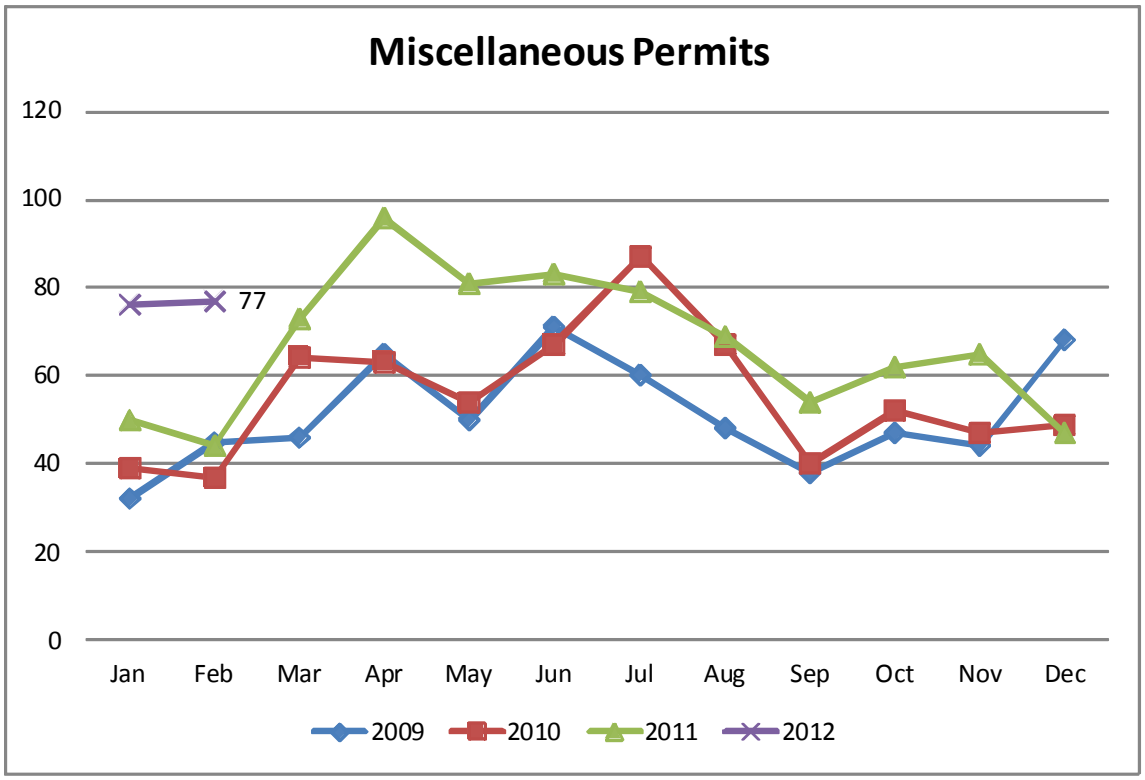


New Commercial Businesses	
Year	*# of Businesses*
2009	58
2010	27
2011	49
2012	6

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
February 2012

BUILDING SAFETY



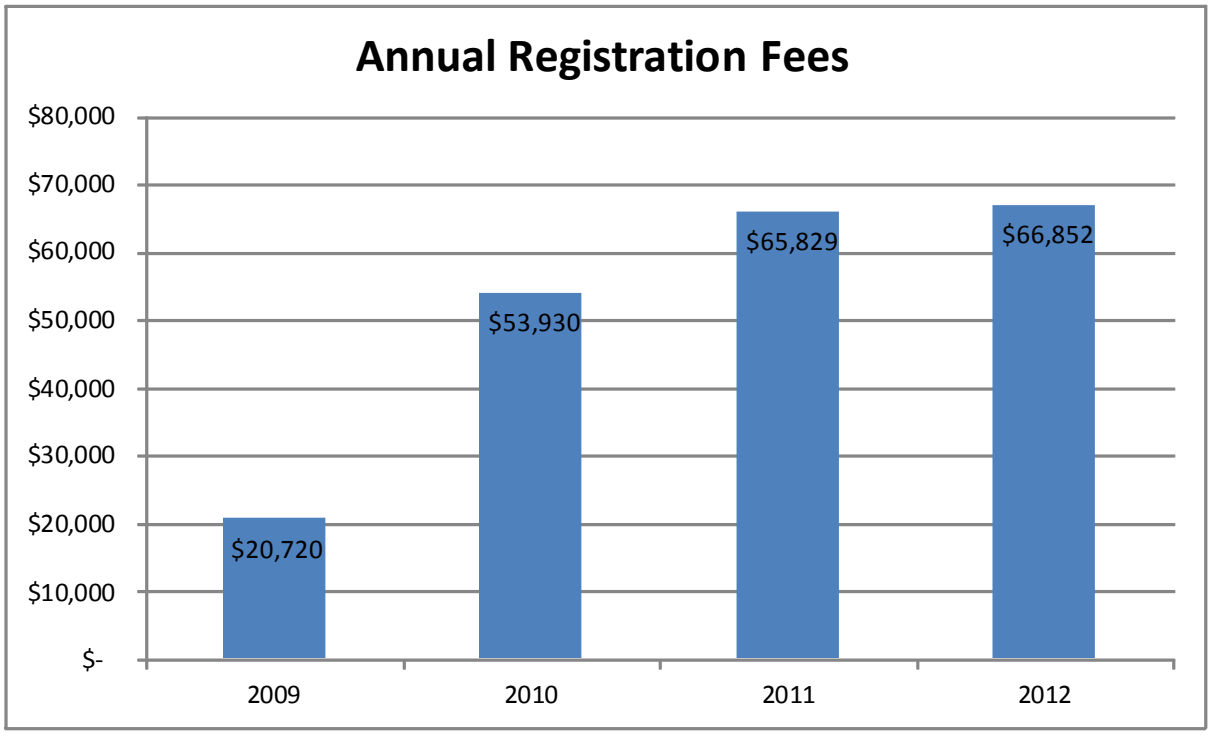
Miscellaneous Permits Include: *Additions, Remodels, Fences, Irrigation, Patio Covers, Pools, Signs, Accessory Structures, Electrical, Plumbing, Mechanical, Demolition, Foundation, Grading, Septic, etc.*

Miscellaneous Permits	
Year	# of Permits
2009	614
2010	664
2011	803
2012 *(so far)*	174

HEALTH SERVICES

Annual Permits Year-to-Date					
	Permits	*Revenue*	*% Total*	*2011 Permits*	*2011 % Total*
Alcohol	6	$180	12%	28	61%
Restaurants	27	$10,165	37%	49	69%
Pool	1	$175	N.D.	11	N.D.
In-home Childcare	15	$681	48%	28	N.D.
Rental	727	$55,576	47%	812	54%

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



Restaurant Health Scores

Current Scores			
Business Name	**Address**	**Grade**	**Date Last Inspected**
7-11 Convenience Store #33264	8999 FM 423	100	11/11/2011
7-11 Convenience Store #34010	1005 E. Eldorado Pkwy	100	11/15/2011
7-11 Convenience Store #39164	2673 US Hwy 380 East	100	11/22/2011
Applebee's Neighborhood Bar & Grill	2672 FM 423	95	11/30/2011
Baker's Dozen Donuts	2785 E. Eldorado Pkwy #110	100	11/17/2011
Baskin Robbins Ice Cream Store	2700 E. Eldorado Pkwy Ste 103	100	11/16/2011
Burger King	2770 E. Eldorado Pkwy	100	11/16/2011
Chicken Express	904 W. Eldorado Pkwy	96	11/8/2011
Cici's Pizza To Go	2700 E. Eldorado Pkwy Ste 407	100	11/29/2011
CVS Pharmacy #8336-01	2591 FM 423	97	11/9/2011
Dickey's BBQ	2587 FM 423 Ste 100	100	11/29/2011
DJ Donuts	407 W. Eldorado Pkwy #110	100	11/18/2011
Dollar General	416 W. Eldorado Pkwy	100	11/15/2011
Dollar Tree	2700 E. Eldorado Pkwy Ste 200	100	11/30/2011
Domino's Pizza	2405 FM 423 # 500	100	11/11/2011
Eldorado Meat Market	1000 E. Eldorado Pkwy Ste 190	86	11/18/2011
Favorite Yogurt	2832 E Eldorado Pkwy #207	95	11/25/2011
Fluffy Donuts	1104 W. Eldorado Pkwy #102	100	11/8/2011
Hong Kong Express	2405 FM 423 #200	95	11/30/2011
Hot Wok Café	2763 E. Eldorado #130	92	11/18/2011

Restaurant Health Scores

Current Scores			
Business Name	**Address**	**Grade**	**Date Last Inspected**
Joe's New York Style Pizza	2765 E. Eldorado Pkwy Ste 220	91	11/30/2011
Johnny Joe's	102 Lobo Ln.	100	11/15/2011
Key's Market	407 W. Eldorado Pkwy #11	90	11/18/2011
KFC/LJS Restaurant	2801 E. Eldorado Pkwy	100	11/9/2011
Kobe Steak and Sushi	2832 E. Eldorado Ste 208	84	11/29/2011
Lakeview Grocery	1104 W. Eldorado Pkwy	96	11/8/2011
Los Charros	2763 E. Eldorado #105	100	11/18/2011
Los Jalepenos	420 E. Eldorado Pkwy	89	11/15/2011
Mama Santa's Cocina	129 Main St	100	11/16/2011
Marble Slab Creamery	2831 E. Eldorado Ste 102	92	11/25/2011
Mary's Bakery & Taqueria	800 W. Eldorado Pkwy Ste 127	96	11/14/2011
McDonald's Restaurant	2670 FM 423	97	11/23/2011
Mexi-go Restaurant	2831 E. Eldorado Pkwy Ste 112	96	11/9/2011
Mooyah Burgers & Fries	2587 FM 423 Ste 401	96	11/29/2011
Mr. Jim's Pizza	800 W. Eldorado Pkwy Ste 1181	100	11/14/2011
Palio's Pizza	2832 E. Eldorado Ste 201	100	11/9/2011
Papa John's Pizza	2650 King Road #100	94	11/11/2011
Pick 6 Bar & Grill	2833 E. Eldorado Pkwy Ste 301	81	11/25/2011
Popeye's Chicken & Biscuits	2770 E. Eldorado Pkwy	100	11/16/2011
Posey BBQ	1900 W. FM 720	100	11/7/2011

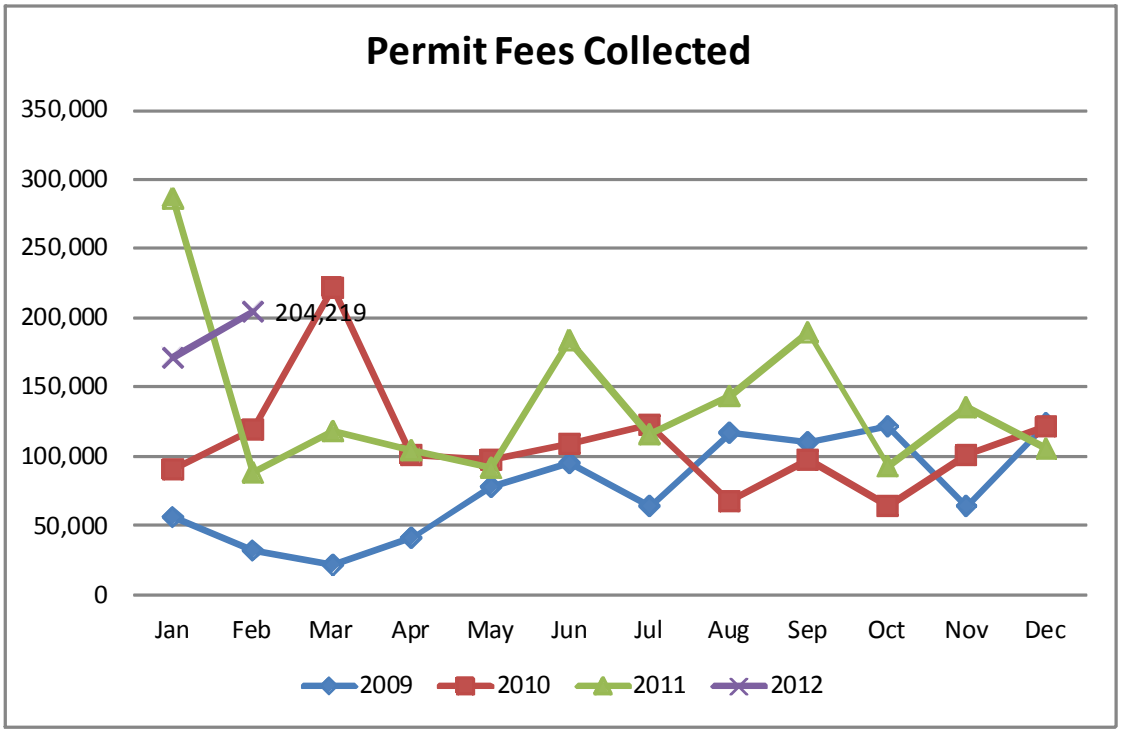
Restaurant Health Scores

Current Scores			
Business Name	**Address**	**Grade**	**Date Last Inspected**
Roma's Italian Restaurant	1725 E. Eldorado Pkwy	91	11/16/2011
Schmitty's	407 W. Eldorado Pkwy #1	87	11/17/2011
Sonic Drive In	900 W. Eldorado Pkwy	89	11/8/2011
Sonny Donut	2405 FM 423 Ste 450	92	11/23/2011
Sonny Donuts #10	1000 E. Eldorado Pkwy Ste 110	100	11/18/2011
Sonny Donuts #8	2650 King Rd. #300	92	11/11/2011
Starbucks Coffee House	2831 E. Eldorado Suite 101	97	11/9/2011
Subway	407 W. Eldorado Pkwy #120	100	11/18/2011
Subway #38746	2700 E. Eldorado Pkwy #404	100	11/23/2011
Taco Bell	2589 FM 423	100	11/9/2011
Taco Delite	896 W. Eldorado Pkwy	96	11/14/2011
Taqueria San Luis	26635 US Hwy 380 East	93	11/22/2011
The Lion's Den	2700 E. Eldorado Pkwy Ste 250	100	11/25/2011
Tutti Frutti Yogurt	2785 E. Eldorado Pkwy #115	97	11/25/2011
Walgreens #11320	2774 E. Eldorado Pkwy	100	11/16/2011
Water's Edge Café	800 W. Eldorado Pkwy Ste 126	100	11/14/2011

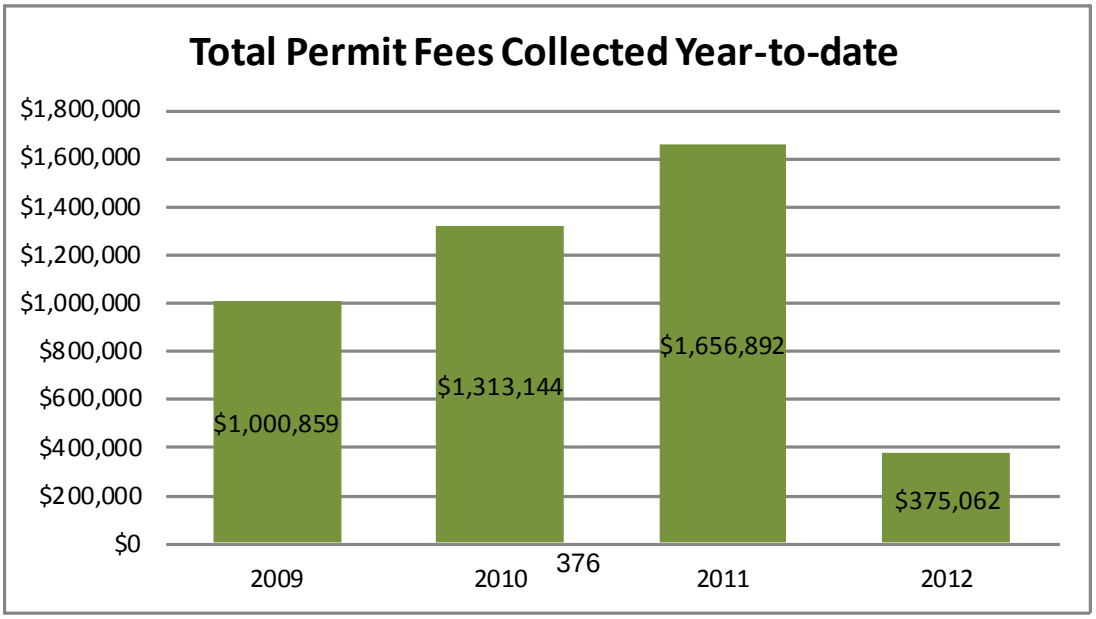
Grade A (90 to 100)
Grade B (80 to 89)
Grade C (70 to 79)
Grade D (less than 70)

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

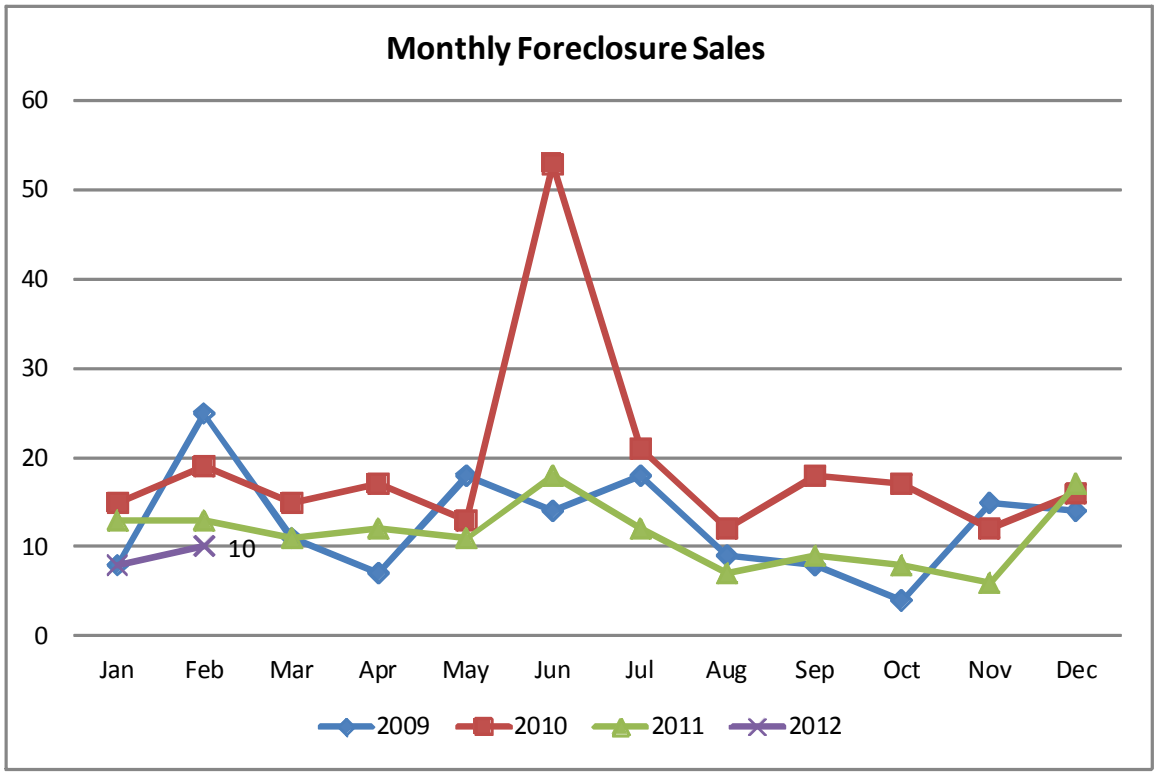
DEPARTMENT SUMMARY



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



DEPARTMENT SUMMARY



Source: Denton Central Appraisal District.

Select CIP Pictures

Town of Little Elm

CIP Pictures

March, 2012





Right: FM 423, south of Kroger

Left: Little Elm bridge



Top: Public Safety Center

Bottom: Recreation and Senior Center







Right: Veteran's Memorial bridge (Witt Road)

Left: Lobo Lane