



**WORKSHOP & REGULAR MEETING
OF THE TOWN COUNCIL**

**Tuesday, April 20, 2021
6:00 PM**

**Little Elm Town Hall
100 W Eldorado Parkway, Little Elm, TX 75068**

1. **Call to Order Council Workshop at 6:00 p.m.**
 - A. Invocation.
 - B. Pledge to Flags.
 - C. Items to be Withdrawn from Consent Agenda.
 - D. Emergency Items if Posted.
 - E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.
 - F. Presentation of Monthly Updates.
 - G. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session.
2. **Workshop.**
 - A. Present and Discuss a Concept Design for The Lawn at The Lakefront.

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

4. **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. 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.

5. **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. Consider Action to Approve the **Minutes from the April 6, 2021, Regular Meeting.**
- B. Consider Action to Approve the **Final Acceptance of the Little Elm Park Swim Beach Sidewalk Project and Authorizing the Release of \$7,907.25 in Retainage Funds When All Final Closeout Documents Are Received.**
- C. Consider Action to Approve the **Final Acceptance of the Town Building Expansion Project Phase 1 (Project 2020-01) and Authorizing the Release of \$8,236.80 in Retainage Funds When All Final Closeout Documents Are Received.**
- D. Consider Action to Award the **Construction Contract for the Town Building Expansion Project Phase 2 (Project 2020-01) in an Amount not to Exceed \$821,469.00 and Authorizing the Town Manager to Execute the Necessary Contract Amendments.**
- E. Consider Action to Approve a **Proposed Task Order with Dunaway Associates, LP (Engineering Design Services Contract) for The Lawn at The Lakefront Project in an Amount not to Exceed \$273,475 and Authorize the Town Manager to Execute the Contract.**
- F. Consider Action to Award a **Professional Services Contract to Freese and Nichols, Inc. regarding the Wastewater Treatment Plant Fine Screen Installation Project in an Amount not to Exceed \$201,561 and Authorize the Town Manager to Execute the Contract.**
- G. Consider Action to Approve an **Interlocal Agreement between the Town of Little Elm, the Town of Prosper, and the City of Frisco regarding the Design and Maintenance of Continuous Lighting Along the US 380 Corridor.**
- H. Consider Action to Approve **Change Order #1 to the Design Contract with TRC Engineers, Inc. regarding the McCord Reuse Water Line Project.**

- I. Consider Action to Approve an Agreement between the Town of Little Elm and the Texas Department of Transportation regarding Proposed Revisions to the US 380 Expansion Project and Authorize the Town Manager to Execute the Final Agreement.
- J. Consider Action to Approve the Tax Increment Reinvestment Zone Number Three and Little Elm EDC Reimbursement Agreement and Performance Agreement.
- K. Consider Action to Approve the Chapter 380 Economic Development Program and Performance Agreement by and between the Town of Little Elm and Little Elm EDC.
- L. Consider Action to Approve Resolution No. 0406202101T3 regarding Pledge of the TIRZ #3 Revenue up to \$200,000 per year, which is Intended as a Back-Up Source of Revenue in the Event of a Shortfall on EDC Loan in the Amount of \$7,593,750 with Government Capital to Build a Spec Building.
- M. Consider Action to Approve Resolution No. 0420202103 Accepting a Petition Filed by Certain Landowner Requesting Annexation in to the Town of Little Elm.

6. **Public Hearings.**

- A. Hold a Public Hearing on Accepting and Approving a Service and Assessment Plan and Improvements on Area #1 Assessment Roll for the Spiritas Ranch Public Improvement District.

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:

- B. Hold a Public Hearing on Accepting and Approving a Service and Assessment Plan and Major improvements Area Assessment Roll for the Spiritas Ranch Public Improvement District.

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:

- C. Hold a Public Hearing on Annexing Approximately 301.071 Acre Tract or Tracts of Land Located within the Marsella Jones Survey, Abstract No. 662, within the Extraterritorial Jurisdiction (ETJ) of the Town of Little Elm, Denton County, Texas.

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:

7. **Reports and Requests for Town Council consideration.**

- A. Present, Discuss, and Consider Action on **Resolution No. 0420202101 Approving an Annexation Agreement with MM Little Elm 548, LLC, Concerning the Annexation of 301.071 Acres of Land in the Marsella Jones Survey, Abstract No. 662, Denton County, Texas.**
- B. Present, Discuss, and Consider Action on **Ordinance No. 1601 to Annex Approximately 301.071 Acre Tract or Tracts of Land Located Within the Marsella Jones Survey, Abstract No. 662, Within the Extraterritorial Jurisdiction (ETJ) of the Town of Little Elm, Denton County, Texas.**
- C. Present, Discuss, and Consider Action on the **Adoption of the Town of Little Elm West Implementation Plan.**
- D. Present, Discuss, and Consider an **Appeal of the Planning and Zoning Commission Decision on Linden Hill Phase 3 Preliminary Plat and Consider any Actions Determined to be Appropriate by the Town Council.**

8. **Convene in Executive Session pursuant to Texas Government Code:**

- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

9. **Reconvene into Open Session**

Discussion and consideration to take any action necessary as the result of the Executive Session:

- COVID-19 Pandemic and the Town's response thereto, including the consideration of an emergency declaration ordinance.
- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

10. **Adjourn.**

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

Persons with disabilities who plan to attend this meeting and who may need auxiliary aide of service such as interpreters for the hearing impaired, reader or large print are requested to contact the secretary at 214-975-0452 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 Town's website this 16 day of April 2021 before 5:00 p.m.



Date: 04/20/2021
Agenda Item #: 2. A.
Department: Community Services
Strategic Goal: Maximize community recreation and leisure activities
Staff Contact: Chad Hyde, Director of Community Services

AGENDA ITEM:

Present and Discuss a **Concept Design for The Lawn at The Lakefront.**

DESCRIPTION:

On April 6, 2021, Town Council named the upcoming park near the Tinman water tower The Lawn at The Lakefront. Staff will present concept design options for Town Council consideration.

BUDGET IMPACT:

There is no budget impact for this discussion.

RECOMMENDED ACTION:

Staff requests Town Council provide direction and/or approve a concept design for The Lawn at The Lakefront.



Date: 04/20/2021
Agenda Item #: 5. A.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Consider Action to Approve the Minutes from the April 6, 2021, Regular Meeting.

DESCRIPTION:

The minutes from the April 6, 2021, regular meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - April 6, 2021

DRAFT

Minutes
Town of Little Elm
100 W Eldorado Parkway
Little Elm, Texas 75068
214-975-0404
<http://www.littleelm.org>

REGULAR TOWN COUNCIL MEETING TUESDAY APRIL 6, 2021 - 6:00 p.m.

Present: Mayor David Hillock; Mayor Pro Tem Neil Blais; Council Member Tony Singh; Council Member Curtis Cornelious; Council Member Nick Musteen; Council Member Lisa Norman; Council Member Michael McClellan

Staff Present: Caitlan Biggs, Director of Administrative Services/Town Secretary; Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Chad Hyde, Director of Community Services; Deidre Hale, Human Resources Director; Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; Hayden Brodowsky, Development Services Manager; Jason Shroyer, Director of Public Works; Jennette Espinosa, EDC Executive Director; Kate Graham, Assistant to the Town Manager; Kelly Wilson, Chief Financial Officer; Paul Rust, Fire Chief; Rebecca Hunter, Purchasing Manager; Robert Brown, Town Attorney; Rodney Harrison, Police Chief; Salena Tittle, Planner

1. Call to Order Council Workshop at 6:00 p.m.

Meeting was called to order at 6:00 p.m. Mayor David Hillock stated that former Mayor Charles Boatright had passed away. His family donated the cabin in Beard Park.

A. Invocation.

Invocation was given by Josh Youngblood.

B. Pledge to Flags.

C. Items to be Withdrawn from Consent Agenda.

None.

D. Emergency Items if Posted.

None.

- E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.

Council Member Nick Musteen requested an item be placed on a future agenda to discuss policies in regards to the event at Little Elm Park.

- F. Presentation of Monthly Updates.

Town Manager Matt Mueller stated that he would be briefing Council on the event at Little Elm Park in Executive Session. Mayor David Hillock asked if the policies have changed since last summer. Mueller responded that it has changed slightly and are waiting for the school year to end to add additional resources to the beach that will become available with school resource officers. He also stated that Council would review safety and security items during Executive Session. He stated that the beach currently closes at 8:00 p.m. pending the discussion tonight with Council.

- G. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session.

None.

2. Workshop.

- A. Discuss **Naming Options for the New Park located in The Lakefront.**

Mayor David Hillock stated that he would like to give staff direction on a name tonight. He discussed that he liked Plaza, but believes a shopping center is already named after a plaza. He asked for other suggestions from Council Members. Council Member Curtis Cornelious recommended Tinman Plaza, Tinman Social Park, and King Plaza.

Mayor Hillock stated that someone online recommended The Lawn and that it fits with the branding in the area. Director of Community Services Chad Hyde brought up that the Grandscape development has The Lawn at Grandscape. Hyde stated that we can make the name our own.

Town Council gave staff direction to move forward with The Lawn at the Lakefront.

- B. Present and Discuss the **FY2021 Annual Street Maintenance Program.**

Public Works Director Jason Shroyer gave an overview of the FY2021 Annual Street Maintenance Program in the attached presentation and discussed the various projects and locations.

- C. Present and Discuss the **Design for Cottonwood Park.**

Community Services Director Chad Hyde introduced the Dunaway team who gave an overview of the Cottonwood Park Phase 1 Preliminary Master Plan in the attached presentation. Phase 1 consists of the Lakefront Park: Kayak Cove, Lighthouse Lookout, Gathering Lawn, Playground Point, and Marina Use & Arrival.

Hyde clarified that the Marina will be responsible for paying for the trailer storage, the Town is designing it and will share costs with planting screens. Mayor Hillock asked if the Town has property where the trailers can be stored and asked staff to consider alternative locations.

Mayor Hillock also requested a working light in the lighthouse.

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

4. **Presentations.**

- A. Present the 2020 Texas Municipal Library Director's Association Achievement of Library Excellence Award to Little Elm Public Library Staff.

Mayor Hillock presented the Library staff with the 2020 Texas Municipal Library Director's Association Achievement of Library Excellence Award.

5. **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. 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.

None.

6. **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.

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Lisa Norman **to approve the Consent Agenda.**

Vote: 7 - 0 - Unanimously

- A. Consider Action to Approve the Minutes from the March 16, 2021, Regular Meeting.
- B. Consider Action to Approve an Interlocal Agreement for Fire Protection and Emergency Medical Services between the Town of Little Elm and the Frisco West Water Control and Improvement District.
- C. Consider Action to Approve the Dual Certification for Undine to Provide Utility Services within Little Elm CCN.

- D. Consider Action to Approve Resolution No. 0406202101 to Set the Public Hearing Date to Determine Costs of Authorized Improvements for the Spiritas Ranch Public Improvement District with Preliminary SAP and Set Levy and Assessment for April 20th, 2021.
- E. Consider Action to Approve Resolution No. 0405202102EDC of the Board of Directors of the Little Elm Economic Development Corporation regarding a Loan in the Principal Amount of \$7,593,750 and other matters incident and related to.
- F. Consider Action to Approve the Tax Increment Reinvestment Zone Number Three and Little Elm EDC Reimbursement Agreement and Performance Agreement.
- G. Consider Action to Approve Resolution No. 0406202103 Accepting the Economic Development Administration (EDA) Grant in the amount of \$1,400,000 from the US Dept of Commerce for the Public Infrastructure for Lobo Lane Technology Park and a Local Match of \$414,900 to be provided by Retractable Technologies, Inc. (RTI).
- H. Consider Action to Award RFP 2021-11 to Pepsico for Beverage Rights.
- I. Consider Action to Award RFP 2021-04 to Netsync Network Solutions for the Town's new phone system in the approximate amount of \$146,000.
- J. Consider Action to Award RFP 2021-12 to Titus Enterprises, Inc. DBA Little Elm Crafhhouse for Lakefront Grill Concession Services.
- K. Consider Action to Retroactively Authorize Texas Tank Services for the Repair of the "Tin Man" Water Tower in the Amount of \$58,000.
- L. Consider Action to Approve Planning & Zoning Commissioner Removal and Appointments.
- M. Consider Action to Approve the Updated the Marquee Policy.
- N. Consider Action to Approve Resolution No. 0405202101EDC for Change Order to AIA Document A101 Contract and Supplementary Conditions between Twin Shores and Little Elm EDC for Construction of Civil, LA, Irrigation, and Lighting for Lakefront Parking Lot in the Area of Main Street and Eldorado Parkway.

7. Public Hearings.

- A. Continue a Public Hearing, Present, Discuss, and Consider Action to Rezone Approximately 4.4 acres of Land from Lakefront (LF) w/ Specific Use Permit for Child Care Center to Planned Development-Lakefront (PD-LF) to Allow for the Use of Mixed-Use and Commercial with Modified Development Standards, Generally Located at the Southwest Corner of Eldorado Parkway and Hillside Drive, within Little Elm's Town Limits.

Public Hearing Continued

Receive Public Comments:

Close Public Hearing:

Take Action:

Motion by Council Member Curtis Cornelious, seconded by Council Member Michael McClellan ***to continue the public hearing to the May 18, 2021, meeting.***

Vote: 7 - 0 - Unanimously

- B. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1595 Amending the TIRZ #5 Creation Ordinance, Reducing Boundaries, and Amendment of Financial Terms.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1595:

EDC Executive Director Jennette Espinosa stated that this is in relation to TIRZ #5 to remove the Spiritas commercial property. Espinosa sent updated documents to Town Council today, however, they remained largely the same.

Open Public Hearing: 7:27 p.m.

Receive Public Comments: None

Close Public Hearing: 7:27 p.m.

Take Action on Ordinance No. 1595:

Motion by Council Member Michael McClellan, seconded by Council Member Curtis Cornelious ***to approve Ordinance No. 1595.***

Vote: 7 - 0 - Unanimously

- C. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1596 to Amend the TIRZ #5 Project and Financing Plan, Reducing the Boundaries, and Amendment of Financial Terms.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1596:

Open Public Hearing: 7:28 p.m.

Receive Public Comments: None

Close Public Hearing: 7:28 p.m.

Take Action on Ordinance No. 1596:

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Lisa Norman ***to approve Ordinance No. 1596.***

Vote: 7 - 0 - Unanimously

- D. Hold a Public Hearing, Present, Discuss, and Consider Action to Approve **Ordinance No. 1605, a Request to Amend the Palladium Planned Development Ordinance No. 1562 on Approximately 28.31 acres of land, Generally Located on the North Side of Eldorado Parkway, East and West of the Main Street and Eldorado Parkway intersection, within Little Elm's Town Limits.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1605:

Development Services Director Fred Gibbs gave an overview of the request in the attached presentation. Mayor Hillock requested setting up a meeting with residents in the area.

Open Public Hearing: 7:41 p.m.

Receive Public Comments: None

Close Public Hearing: 7:41 p.m.

Take Action on Ordinance No. 1605:

Council Member Musteen asked about electric vehicle parking in this area. Town Engineer Wesley Brandon stated that we have the ability to add them. Staff stated they can add the electric work as part of the plan.

8. Reports and Requests for Town Council consideration.

- A. Present, Discuss, and Consider Action to Approve the **Amended and Restated Tax Increment Payment Agreement for TIRZ #5.**

Motion by Council Member Michael McClellan, seconded by Mayor Pro Tem Neil Blais ***to approve the Amended and Restated Tax Increment Payment Agreement for TIRZ #5.***

Vote: 7 - 0 - Unanimously

9. Convene in Executive Session pursuant to Texas Government Code:

- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

Council convened into Executive Session at 7:47 p.m.

10. Reconvene into Open Session

Discussion and consideration to take any action necessary as the result of the Executive Session:

- COVID-19 Pandemic and the Town's response thereto, including the consideration of an emergency declaration ordinance.
- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

Council reconvened into Open Session at 9:38 p.m.

No action was taken.

11. Adjourn.

Meeting was adjourned at 9:39 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this _____ day of _____ 2021



Town Council Meeting

Date: 04/20/2021
Agenda Item #: 5. B.
Department: Development Services
Strategic Goal: Maximize community recreation and leisure activities
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve the **Final Acceptance of the Little Elm Park Swim Beach Sidewalk Project and Authorizing the Release of \$7,907.25 in Retainage Funds When All Final Closeout Documents Are Received.**

DESCRIPTION:

In January 2021, Town Council awarded the construction contract to Grod Construction for the Swim Beach Sidewalk Project at Little Elm Park. The project included the installation of a short retaining wall along the downstream side of the existing sidewalk located between the sand volleyball area and the swim beach. The purpose of the project was to replace eroded backfill material under the sidewalk and prevent future erosion when lake levels rise. This work has been completed and placed into service and the contractor is preparing to submit the required closeout documentation.

BUDGET IMPACT:

Funding for the project was allocated in the FY 2020-2021 budget from the Drainage Fund for \$170,000.

\$ 159,025.00	Original Contract Amount
\$ (880.00)	Pay Item Underruns
\$ 158,145.00	Final Contract Amount
\$ 7,907.25	Retainage Due (5%)

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Final Pay Application

TO OWNER/CLIENT:

Town of Little Elm
100 W. Eldorado Parkway
Little Elm, Texas 75068

PROJECT:

The Beach Renovations @ Little Elm Park
100 W Eldorado Parkway
Little Elm, Texas 75068

APPLICATION NO: 3**INVOICE NO:** 3**PERIOD:** 03/01/21 - 03/05/21**PROJECT NO:** 201228A**CONTRACT DATE:****FROM CONTRACTOR:**

GRod Construction- Management
889 E Rock Island Ave
Boyd, Texas 76023

VIA ARCHITECT/ENGINEER:

Wesley Brandon (Town of Little Elm)
100 W. Eldorado Parkway
Little Elm, Texas 75068

CONTRACT FOR: The Beach Renovations @ Little Elm Park Prime Contract**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	Original Contract Sum	\$159,025.00
2.	Net change by change orders	\$0.00
3.	Contract Sum to date (Line 1 ± 2)	\$159,025.00
4.	Total completed and stored to date (Column G on detail sheet)	\$158,145.00
5.	Retainage:	
	a. 0.00% of completed work	\$0.00
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$0.00
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$158,145.00
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$150,028.75
8.	Current payment due:	\$8,116.25
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$880.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned 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 which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: GRod Construction- Management

By: _____ Date: 03/05/2021

State of:

County of:

Subscribed and sworn to before

me this _____ day of _____

Notary Public:

My commission expires:

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$8,116.25

(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 confirm the amount certified.)

ARCHITECT/ENGINEER:

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 the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 3

APPLICATION DATE: 3/5/2021

PERIOD: 03/01/21 - 03/05/21

Contract Lines

A		B	C			D		E		F	G			H	I
ITEM NO.	COST CODE	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)			BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)		
1	None	Mobilization	1.0	\$6,200.00	\$6,200.00	1.0	\$6,200.00	0.0	\$0.00	\$0.00	1.0	\$6,200.00	100.00%	\$0.00	\$0.00
2	None	F&I Type A Wall	235.0	\$235.00	\$55,225.00	235.0	\$55,225.00	0.0	\$0.00	\$0.00	235.0	\$55,225.00	100.00%	\$0.00	\$0.00
3	None	F&I Type B Wall	340.0	\$275.00	\$93,500.00	340.0	\$93,500.00	0.0	\$0.00	\$0.00	340.0	\$93,500.00	100.00%	\$0.00	\$0.00
4	None	Erosion Control	1.0	\$3,000.00	\$3,000.00	1.0	\$3,000.00	0.0	\$0.00	\$0.00	1.0	\$3,000.00	100.00%	\$0.00	\$0.00
5	None	Concrete Repair	100.0	\$11.00	\$1,100.00	0.0	\$0.00	20.0	\$220.00	\$0.00	20.0	\$220.00	20.00%	\$880.00	\$0.00
TOTALS:			\$159,025.00			\$157,925.00		\$220.00		\$0.00	\$158,145.00		99.45%	\$880.00	\$0.00

Grand Totals

A	B	C	D	E	F	G		H	I
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
GRAND TOTALS:		\$159,025.00	\$157,925.00	\$220.00	\$0.00	\$158,145.00	99.45%	\$880.00	\$0.00



Town Council Meeting

Date: 04/20/2021
Agenda Item #: 5. C.
Department: Development Services
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve the **Final Acceptance of the Town Building Expansion Project Phase 1 (Project 2020-01) and Authorizing the Release of \$8,236.80 in Retainage Funds When All Final Closeout Documents Are Received.**

DESCRIPTION:

In August 2020, after completing a Request for Qualifications (RFQ) process, Town Council approved the construction contract to AUI Partners for the Town Building Expansion Project. The project was split into two phases, with the first phase including the build-out of existing spaces within the Recreation Center and the Public Safety Building. The Recreation Center's first floor activity room was converted into 1,140 square feet of office and conference space. In the Public Safety Building, approximately 700 square feet of unfinished space on the second floor was converted into office space, and a first-floor work area was converted into additional office space.

The work at each building has been completed and the contractor is preparing to submit the required closeout documentation. Phase 2 of the project will involve the renovation and expansion of the Town Hall building, which will follow in a separate agenda item.

BUDGET IMPACT:

Funding for the project was allocated in the FY 2020-2021 budget:

\$ 160,455.00	Original Contract Amount
\$ 4,281.01	Change Orders
\$ 164,736.01	Final Phase 1 Contract Amount
\$ 8,236.80	Retainage Due (5%)

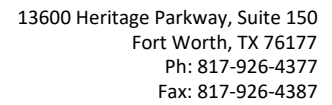
RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Proposed Change Requests

CMAR Agreement



To: Town of Little Elm
100 W Eldorado Pkwy
Little Elm, TX 75068

Number: 1
Date: 11/5/2020
Job: 201206

Description: Repalce Light Fixtures at Recreation Center

Replace twelve (12) light fixtures at the Recreation Center.

Approved by: _____
Date: _____



Quotation

3200 Joyce Dr. Fort Worth, Texas 76116
817-656-8455 trunnels@tmelectric.com

DATE November 3, 2020
Quotation # LE CR1
Customer ID AUI

ATTN: Ryun Torres
Project: Little Elm Renovations
Location: Little Elm, Texas

Quotation valid until:

Prepared by: Todd Runnels

Comments, special terms or special instructions: **Change Request**

Description	AMOUNT
Purchase and install 10 - 2 X 2 lay-in LED 30 watt lighting fixtures to replace existing flourescent light fixtures.	
Purchase and install 2 - 2 X 2 Lay-in LED 30 watt lighting fixtures with emergency battery backup	
TOTAL	\$1,800.00

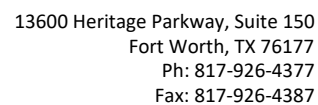
All work to be completed in a workmanlike manner according to standard practices.

Any alteration or deviation from the above specifications involving extra costs will be done only upon written orders.

All agreements contingent upon strikes, accidents or delays beyond our control. Client to carry all necessary insurance.

Accepted: _____ Date: _____

THANK YOU FOR YOUR BUSINESS!



To: Town of Little Elm
100 W Eldorado Pkwy
Little Elm, TX 75068

Number: 3
Date: 12/18/2020
Job: 201206

Description: HVAC Modifications at Public Safety

Modification and revised layout of ductwork/equipment due to conflicts with existing equipment.

Approved by: _____
Date: _____



**NEW GENERATION
MECHANICAL LLC**

CHANGE ORDER PROPOSAL

PROPOSAL #: 54264
NGM JOB#: _____
REMODEL XXX PRIME _____
NEW CONSTRUCTION _____

October 20, 2020

AUI Partners
13600 Heritage Pkwy, Suite 150
Ft Worth, TX 76177
OFF: 817-926-4377
FAX: 817-923-4387
Attention: Dustin Stiffler

**Re: Little Elm Facility Renovation
Little Elm, TX**

JOB DESCRIPTION:

New Generation Mechanical, LLC is pleased to submit this proposal to provide materials and labor to install all HVAC modifications as per modified jobsite conditions. All work to be done during regular working hours and installed in a professional and workman like manner. Following is a proposed scope of work and pricing.

HVAC

- 1) Provide demolition as needed.
- 2) Provide relocation of (2) existing FPB's to new locations.
- 3) Provide relocation of ductwork as needed for existing conditions.
- 4) Provide necessary ductwork insulation as needed.

TOTAL HVAC: \$~~4,749.00~~ ^{\$2,800.00} Plus Tax

Clarification: Due to the COVID-19 Pandemic, please be informed that some manufacturing and lead times of equipment and materials may be affected, which is out of our control, and could impact the construction schedule.

NOTE: Due to the volatility of material pricing, we reserve the right to review our pricing after (30) days.

Exclusions: All roofing, pre-existing conditions of equipment, piping not being replaced, electrical, EMS or DDC controls, Quick Shipping, design and engineering, all structural work, Performance and Payment Bonds, Shop Drawings, Coordination Drawings, x-ray and scanning of walls and floors, structural steel, scaffolding, Permit Fees, and any other items not listed in the above scope.

Inclusions: See Attachment A.

Respectfully Submitted By,
Jim Cano

Accepted and Please Proceed By: _____

Date: _____

P.O. Number: _____

1133 Empire Central Drive • Dallas, Texas 75247

Kevin Erdman M-40584

Jim Cano

Ph. (972) 830-9900 • Fax (972) 830-9993

TACLA 10821C

www.newgenm.com

www.tdlr.texas.gov

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1.800.803.9202, 502.463.6599
Regulated by The Texas State Board of Plumbing Examiners, 929 East 41st Street, Austin, TX 78751, 1.800.845.6584, 502.458.2145

NEW GENERATION MECHANICAL, LLC
PROPOSAL 54264
ATTACHMENT "A"

CLARIFICATIONS

1. We reserve the right to negotiate certain terms and conditions of your subcontract agreement. New Generation Mechanical, LLC will agree to indemnify and hold harmless the (Contractor or Owner) for damages suffered by it because of the fault or negligence of New Generation Mechanical, LLC. New Generation Mechanical, LLC will not indemnify and hold harmless the (Contractor or Owner) for the fault or negligence of any other person or party. New Generation Mechanical, LLC will make (Contractor or Owner) an additional insured under its General Liability policy, however, (Contractor or Owner) will have additional insured status if, and only if, (Contractor or Owner) suffers damages because of the sole fault or negligence of New Generation Mechanical, LLC and New Generation Mechanical, LLC therefore has a duty to indemnify (Contractor or Owner) pursuant to the terms of this contract.
2. We will clean up our own "identifiable" scrap to an area on jobsite designated by you. Backcharges for any prorated portion of general clean-up or disposal of centralized scrap piles will not be necessary nor accepted. A dumpster shall be provided by the General Contractor or Owner at no cost to New Generation Mechanical, LLC. Final cleanup of occupied and unoccupied areas will be by others at no charge to New Generation Mechanical, LLC.
3. We include a one (1) year warranty which will begin from the date of final acceptance or beneficial occupancy, whichever comes first.
4. This proposal is based upon work being performed during regular working hours. If overtime is required, premiums will be paid by others on labor, equipment and supervision unless overtime is necessary for reasons created by New Generation Mechanical, LLC.
5. Any permanent equipment ordered to be turned on for construction use prior to final acceptance will begin warranty at that time. This includes, but is not limited to, all heating, cooling, pumping equipment, etc. Operating and maintenance costs will be paid by others. Operating costs should include manpower to maintain the equipment.
6. We exclude all concrete (i.e. equipment pads and inertia bases), including patching, pour back, breakout or haul-off.
7. We exclude responsibility for cost of repairs to parking lots, sidewalks, driveways, roads, curbs, yards, grass, plants, landscape, etc. caused by the work of this proposal.
8. We exclude any structural support for equipment on roof and we exclude any structural framing for openings in roof necessary for mechanical equipment. We also exclude all roofing, sealing at openings, and roof penetrations for our piping, duct and equipment.
9. We exclude all lintels at openings for mechanical piping, ducts, etc. which must penetrate walls, floors, ceilings, etc.
10. We will be provided with adequate space for jobsite storage of all materials, equipment, job shacks, etc., at no cost to New Generation Mechanical, LLC.
11. We exclude all painting except touch-up factory prime coat where furnished.
12. We exclude furnishing and installing of toilet room accessories, appliances, etc.
13. We exclude disconnect switches, electrical wiring for power, starters for mechanical equipment, interlock wiring, EMS work, etc. We include mounting of thermostats shown on drawings to be relocated. However, we exclude repairs or replacement of any items if damaged or inoperable.

14. We exclude Fire Protection work and all related work such as heat trace and insulation.
15. We exclude all architectural louvers and vents.
16. A bond is not included in our price. Should a bond be required, we will provide one with you providing the cost of the premium.
17. We exclude cutting and patching of all existing construction such as walls, drives, streets, floors, ceilings, roofs etc. We do include core drilling for our pipe, if required. Removal and replacement of ceiling grid and ceiling tile is by others.
18. We exclude all asbestos or lead abatement, insurance or work requiring exposure to asbestos and lead contaminated items.
19. We exclude all sales tax.
20. This proposal is based upon this project being: Remodel. (General Contractor) If it is a Remodel, as your subcontractor, a Sales Tax Resale Certificate will be required prior to New Generation Mechanical, LLC starting any work. As the Owner, tax will be billed on the entire contract amount. If it is New Construction, an extra will be required to cover the sales tax on materials.
21. This proposal is based upon ceiling grid remaining in place. If the grid is being removed, we will require an extra to secure all grilles and devices presently supported by the grid system which are shown to remain.
22. Delete all reference to liquidated damages.
23. We exclude repairs to existing equipment and systems including any filter changes, filters for construction purposes and insulation repairs on duct and pipe.
24. We exclude all x-raying of floors, walls ceilings and etc.
25. Access to ceilings, walls and floors to be provided by others including access doors and panels in walls, floors and ceilings.
26. We exclude roof penetrations and roofing.
27. We exclude air balance. Air balance shall be by others.
28. All low pressure taps to be spin-in type, duct straps to be standard plastic Panduit straps.
29. We exclude repairs or replacement of existing thermostats.
30. All square duct to be lined with 1" 1½ lb. liner and round duct to be wrapped with 2", 1 lb. foil back insulation.
31. NGM's Revisions to Master Contract are the basis of acceptance.
32. Equipment quoted at standard shipping. Quick ship will be quoted if required.
33. This proposal includes excavation of normal dirt. If clay, gravel, rock, backfill debris or any material other than normal dirt is encountered, an extra will be required.
34. NGM will not be responsible for any damages that occur during core drill, concrete saw cut, installing of concrete anchors or performing underground excavation due to unforeseen conditions.
35. We exclude all work associated with sub slab venting system.
36. We exclude furnishing any professional liability or pollution liability insurance.



TITLE
FIRST & SECOND
TOWN HALL - MECHANICAL

REVISIONS

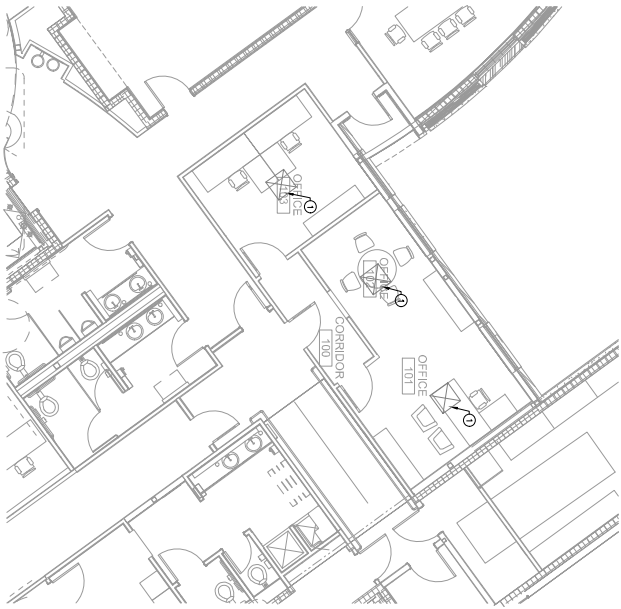
JOB NO. 20216

Date: 06.17.2020
Drawn By:
Checked By:

SHEET NO.

M201

ISSUE FOR CONSTRUCTION

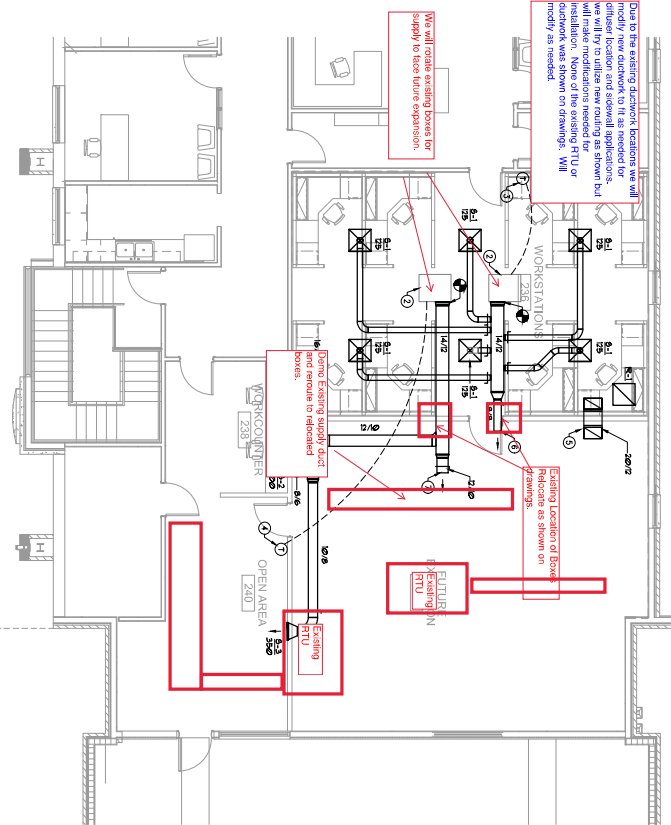


PUBLIC SAFETY HQ
FIRST FLOOR - MECHANICAL



MARK	SERVICE	TYPE	SIZE	NR.	MODEL	ADDITIONAL NOTES
S-1	SUPPLY	UPPER	6"	27-227	DOWN AIR	ROUNDER INSULATION BACK COUGH TO MATCH
S-2	SUPPLY	DOWNWALL	8"x8"	107-87	2721	ROOM TO MATCH EXISTING
S-3	SUPPLY	DOWNWALL	18"x8"	207-227	2721	ROOM TO MATCH EXISTING
R-1	RETURN	UPPER	22-227	307-227	508	1/2" X 1/2" X 1/2" ROOM TO MATCH EXISTING

NOTES:
1. CONTRACTOR IS RESPONSIBLE TO MATCH AIR DEVICE FRAME AND MOUNTING SYSTEM TO SURFACE FINISHES INCLUDING CEILING
FINISHES NOTED ON ARCHITECTURAL DRAWINGS.



PUBLIC SAFETY HQ
SECOND FLOOR - MECHANICAL



GENERAL MECHANICAL NOTES:

1. BEFORE ANY MECHANICAL REMOVAL, FINAL LOCATION OF ALL EQUIPMENT, DUCT, ETC., MUST BE DETERMINED. THE MECHANICAL CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EQUIPMENT, DUCT, ETC., BEFORE ANY REMOVAL OR INSTALLATION.
2. DUCT SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CODES AND STANDARDS. ALL DUCT SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CODES AND STANDARDS.
3. ALL WORK SHALL CONFORM TO THE CITY CODES AND STANDARDS.
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18. ALL WORK SHALL CONFORM TO THE CITY CODES AND STANDARDS.
19. ALL WORK SHALL CONFORM TO THE CITY CODES AND STANDARDS.
20. ALL WORK SHALL CONFORM TO THE CITY CODES AND STANDARDS.

NOTES BY SYMBOL:

1. CEILING DUCTS EXISTING TO REMAIN, VERIFY CONDITION OF EXISTING DUCTS AND REPAIR OR REPLACE AS NEEDED. VERIFY EXISTING DUCTS ARE PROPERLY SIZED FOR CONNECTION TO NEW DUCTWORK. VERIFY EXISTING DUCTS ARE PROPERLY SIZED FOR CONNECTION TO NEW DUCTWORK.
2. DUCTWORK SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CODES AND STANDARDS.
3. DUCTWORK SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CODES AND STANDARDS.
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19. DUCTWORK SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CODES AND STANDARDS.
20. DUCTWORK SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CODES AND STANDARDS.



13600 Heritage Parkway, Suite 150
Fort Worth, TX 76177
Ph: 817-926-4377
Fax: 817-926-4387

PROPOSED CHANGE ORDER

To: Town of Little Elm
100 W Eldorado Pkwy
Little Elm, TX 75068

Number: 4
Date: 12/18/2020
Job: 201206

Project: Town of Little Elm Facility Renovations

Description: Delete Millwork at Public Safety Bldg

We are pleased to offer the following specification and pricing to make the following changes:

Delete millwork countertop from Public Safety Building.

Description	Price
Millwork	(\$1,425.00)
	Subtotal: (1,425.00)
Insurance 1.000%	(14.25)
	Subtotal: (1,439.25)
Fee/Overhead 5.00%	(71.96)
	Subtotal: (1,511.21)
Bond 1.75%	(26.45)
	Total (1,537.66)

Approved by: _____
Date: _____



13600 Heritage Parkway, Suite 150
Fort Worth, TX 76177
Ph: 817-926-4377
Fax: 817-926-4387

PROPOSED CHANGE ORDER

To: Town of Little Elm
100 W Eldorado Pkwy
Little Elm, TX 75068

Number: 5
Date: 12/22/2020
Job: 201206

Project: Town of Little Elm Facility Renovations

Description: Additional Painting

We are pleased to offer the following specification and pricing to make the following changes:

Add for additional "green screen paint" at the Rec Center and water damage repairs at Public Safety.

Description	Price
Additional Green Screen Paint at Rec Center	\$855.00
Water Damage Repairs at Public Safety	4,650.00
	Subtotal: 5,505.00
	Insurance 1.000% 55.05
	Subtotal: 5,560.05
	Fee/Overhead 5.00% 278.00
	Subtotal: 5,838.05
	Bond 1.75% 102.17
	Total 5,940.22

Approved by: _____

Date: _____



McSweeney Commercial Painting

2222 S. Pipeline Rd.
Euless TX 76040
817 283-4244

License:

Change Order

Order#: 1

Order Date: 12/02/2020

To: AUI Partners
13600 Heritage Pkwy
Ste. 150
Fort Worth TX 76177

Project: 20416
Little Elm Office Repaint
100 West Eldorado pkwy
Little Elm TX 75068

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By:

Customer Order:

Specifications Attached ☐

Description of Work	Amount
Patch & Paint Water Damage areas on 1st & 2nd Flr. we will touch up all immediate areas and feather in as best as possible as this is a well lit room if not possible we will kill it at a corner or make a clean line. this work includes areas walked on 12.01.2020 with Ryun Torres. please note that we do not warranty crack.	4,650.00

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

4,650.00

The original Contract Sum was	4,015.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	4,015.00
The Contract Sum will be changed by this Change Order	4,650.00
The new Contract Sum including this Change Order will be	8,665.00
The Contract Time will be changed by	0 Days

Owner: _____ Date: _____

Contractor: _____ Date: _____



McSweeney Commercial Painting

2222 S. Pipeline Rd.
Euless TX 76040
817 283-4244

License:

Change Order

Order#: 2

Order Date: 12/21/2020

To: AUI Partners
13600 Heritage Pkwy
Ste. 150
Fort Worth TX 76177

Project: 20416
Little Elm Office Repaint
100 West Eldorado pkwy
Little Elm TX 75068

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By:

Customer Order:

Specifications Attached ☐

Description of Work	Amount
Prep an Paint added walls to be painted with Specialty back Screen Video paint per walk friday	450.00
Material	405.00

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

855.00

The original Contract Sum was	4,015.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	4,015.00
The Contract Sum will be changed by this Change Order	855.00
The new Contract Sum including this Change Order will be	4,870.00
The Contract Time will be changed by	0 Days

Owner: _____ Date: _____

Contractor: _____ Date: _____

AIA[®] Document A133[™] – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

Town of Little Elm
100 West Eldorado Pkwy
Little Elm, TX 75068
Home Rule Municipality

and the Construction Manager:
(Name, legal status and address)

AUI Partners, LLC
~~4775 North Freeway~~ 13600 HEARTLAND PKWY, STE 150
Fort Worth, TX ~~76106~~ 76117

for the following Project:
(Name and address or location)

Town Building Expansion
Recreation Center and Public Safety Building

The Architect:
(Name, legal status and address)

Hidell & Associates
3033 Kellway Drive
Suite 120
Carrollton, TX 75006

The Owner's Designated Representative:
(Name, address and other information)

Wesley Brandon, PE
Town Engineer
100 W. Eldorado Pkwy
Little Elm, TX 75068

The Construction Manager's Designated Representative:
(Name, address and other information)

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.

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1949778247)

Dustin Stiffler
4775 North Freeway 13600 HERITAGE PLWY, STE 150
Fort Worth, TX 76106 76177
817-676-3151
dstiffler@auipartners.com

The Architect's Designated Representative:
(Name, address and other information)

Hidell & Associates
Aaron Babcock
3033 Kellway Drive
Suite 120
Carrollton, TX 75006

The Owner and Construction Manager agree as follows.

Init.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	OWNER'S RESPONSIBILITIES
4	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
5	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
6	COST OF THE WORK FOR CONSTRUCTION PHASE
7	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
8	INSURANCE AND BONDS
9	DISPUTE RESOLUTION
10	TERMINATION OR SUSPENSION
11	MISCELLANEOUS PROVISIONS
12	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall

procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following

acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

\$2,500

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within two (2) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

As allowed by State statute

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

3%

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

3% per change order

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

15%

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed zero percent (0 %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/a		

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs

of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and

amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

In accordance with the Town's payment application, Invoices are due by the 10th of the month covering work during the previous month.

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the last day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ~~sixty (60)~~ ^{thirty (30)} days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those

payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of five percent (5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent (5 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

within 15 days of final acceptance by Town Council

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

Init.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction

Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

none

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201-2007, General Conditions of the Contract for Construction
- .3

(Paragraphs deleted)

Town of Little Elm Supplementary Conditions to AIA Document A133-2009

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONSTRUCTION MANAGER (Signature)



(Printed name and title)

Additions and Deletions Report for

AIA[®] Document A133[™] – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:10:45 CT on 09/14/2020.

PAGE 1

Town of Little Elm
100 West Eldorado Pkwy
Little Elm, TX 75068
Home Rule Municipality

...

AUI Partners, LLC
4775 North Freeway
Fort Worth, TX 76106

...

Town Building Expansion
Recreation Center and Public Safety Building

...

Hidell & Associates
3033 Kellway Drive
Suite 120
Carrollton, TX 75006

...

Wesley Brandon, PE
Town Engineer
100 W. Eldorado Pkwy
Little Elm, TX 75068

PAGE 2

Dustin Stiffler
4775 North Freeway
Fort Worth, TX 76106
817-676-3151
dstiffler@auipartners.com

...

(Name, address and other information)

Hidell & Associates
Aaron Babcock
3033 Kellway Drive
Suite 120
Carrollton, TX 75006
PAGE 8

\$2,500

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within two (2) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

PAGE 9

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

%—As allowed by State statute

...

3%

...

3% per change order

...

15%

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed zero percent (0 %) of the standard rate paid at the place of the Project.

...

N/a

PAGE 13

In accordance with the Town's payment application, Invoices are due by the 10th of the month covering work during the previous month.

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the last day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

PAGE 14

- .3 Add the Construction Manager's Fee, less retainage of five percent (5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the

Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

- .4 Subtract retainage of five percent (5 %) from that portion of the Work that the Construction Manager self-performs;

PAGE 15

within 15 days of final acceptance by Town Council

PAGE 17

none

PAGE 18

- .3 ~~AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:~~

- ~~.4 AIA Document E202™ 2008, Building Information Modeling Protocol Exhibit, if completed, or the following:~~

- ~~.5 Other documents:
(List other documents, if any, forming part of the Agreement.)~~

Town of Little Elm Supplementary Conditions to AIA Document A133-2009

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Wesley Brandon, 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 11:10:45 CT on 09/14/2020 under Order No. 0762202074 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Town Council Meeting

Date: 04/20/2021
Agenda Item #: 5. D.
Department: Development Services
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Award the **Construction Contract for the Town Building Expansion Project Phase 2 (Project 2020-01) in an Amount not to Exceed \$821,469.00 and Authorizing the Town Manager to Execute the Necessary Contract Amendments.**

DESCRIPTION:

In August 2020, after completing a request for qualifications (RFQ) process, AUI Partners was awarded a Construction Manager at Risk (CMAR) contract to complete the expansion of various town buildings. The project was split into two phases, with the first phase including the recently completed build-out of existing spaces within the Recreation Center and the Public Safety Building.

Phase 2 of the project involves the renovation and expansion of the Town Hall building. Specific elements of the project include the reconfiguration of the second-floor reception areas and office space within the Development Services and Finance departments, as well as the expansion of the Town Council Executive Room. Other improvements include upgraded audio/visual equipment in the executive room, controlled-access doors, and additional conference space on the second floor.

Construction Manager at Risk (CMAR) is a construction delivery method that requires a commitment by the construction manager to deliver the project within a Guaranteed Maximum Price (GMP). The construction manager acts as a consultant to the Town in the development and design phases (preconstruction), and as the general contractor during the construction phase.

The pre-construction phase has been completed and AUI Partners has submitted a Guaranteed Maximum Price (GMP) proposal.

BUDGET IMPACT:

Funding for the project is allocated in the FY 2020-2021 budget:

\$ 781,469.00	Proposed GMP
\$ 40,000.00	Contingency
\$ 821,469.00	Proposed Total Cost

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Guaranteed Maximum Price Proposal
Proposed Layout
CMAR Agreement



13600 Heritage Pkwy, Suite 150
Fort Worth, Texas 76177
P 817.926.4377 F 817.926.6416

April 12, 2021

**Town of Little Elm
Office Renovations
Town Hall Expansion and 2nd Floor Renovation GMP**

We are pleased to offer the following Guaranteed Maximum Price for the Town of Little Elm Town Hall Expansion and 2nd Floor Renovation project:

Town Hall Expansion GMP:	\$	397,881.00
Town Hall 2nd Floor Renovation GMP:	\$	223,329.00

Contingency:	\$	30,000.00
AV/Security Allowance:	\$	15,000.00

General Conditions	\$	61,300.00
Insurance (1%)	\$	6,825.00
Fee/OH (5%)	\$	34,467.00
Bond (1.75%)	\$	12,667.00

Project Grand Total GMP:	\$	781,469.00
---------------------------------	-----------	-------------------

Add Alternate - Bullet Resistant Glass/Panels at Transaction Windows	\$	36,250.00
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Qualifications:

1. Contingency of \$30,000 included to be used at owner's discretion. All unused funds will return 100% to owner.
2. Allowance of \$15,000 included for audio/visual/data/security.
3. Performance & Payment Bonds are included.

Exclusions:

1. Material Tax.
2. City permits and impact fees.
3. Franchise utility fees (Gas, Power, Telephone, etc.)
4. Relocation of existing franchise utilities other than indicated on bid documents.

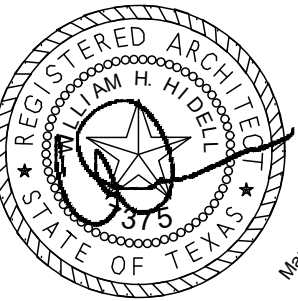
5. Removal of asbestos or hazardous materials.
6. Audio/Visual/Data/Security is excluded. Raceways and back boxes will be provided.
7. Voice, Data, Cable TV Wire & Equipment, Access control, Security, and Alerting to be provided and installed by the owner. Raceways and back boxes are included.
8. Construction cores included for doors, final keying and cores by owner.

We greatly appreciate the opportunity. Please let me know if you have any questions.

Sincerely,
AUI Partners, LLC.



Dustin Stiffler
President

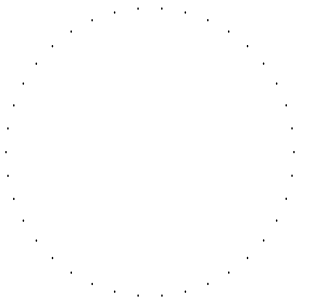


OWNER
TOWN OF LITTLE ELM
100 WEST ELDORADO PARKWAY
LITTLE ELM, TX 75068
PHONE: (214) 975-0406

MEP ENGINEER
BASHARKHAH ENGINEERING
13101 PRESTON ROAD SUITE 601
DALLAS, TEXAS 75240
PHONE: (214) 659-9015
EMAIL: LLane@beiteexas.com

STRUCTURAL ENGINEER
RLG
12001 N. CENTRAL EXP., SUITE 300
DALLAS, TX 75243
PHONE: (214) 739-8100
dumming@rlginc.com

ISSUE FOR CONSTRUCTION



TITLE

FURNITURE PLAN - SECOND FLOOR

REVISIONS

JOB NO. 20216

Issue Date: 3.2.2021

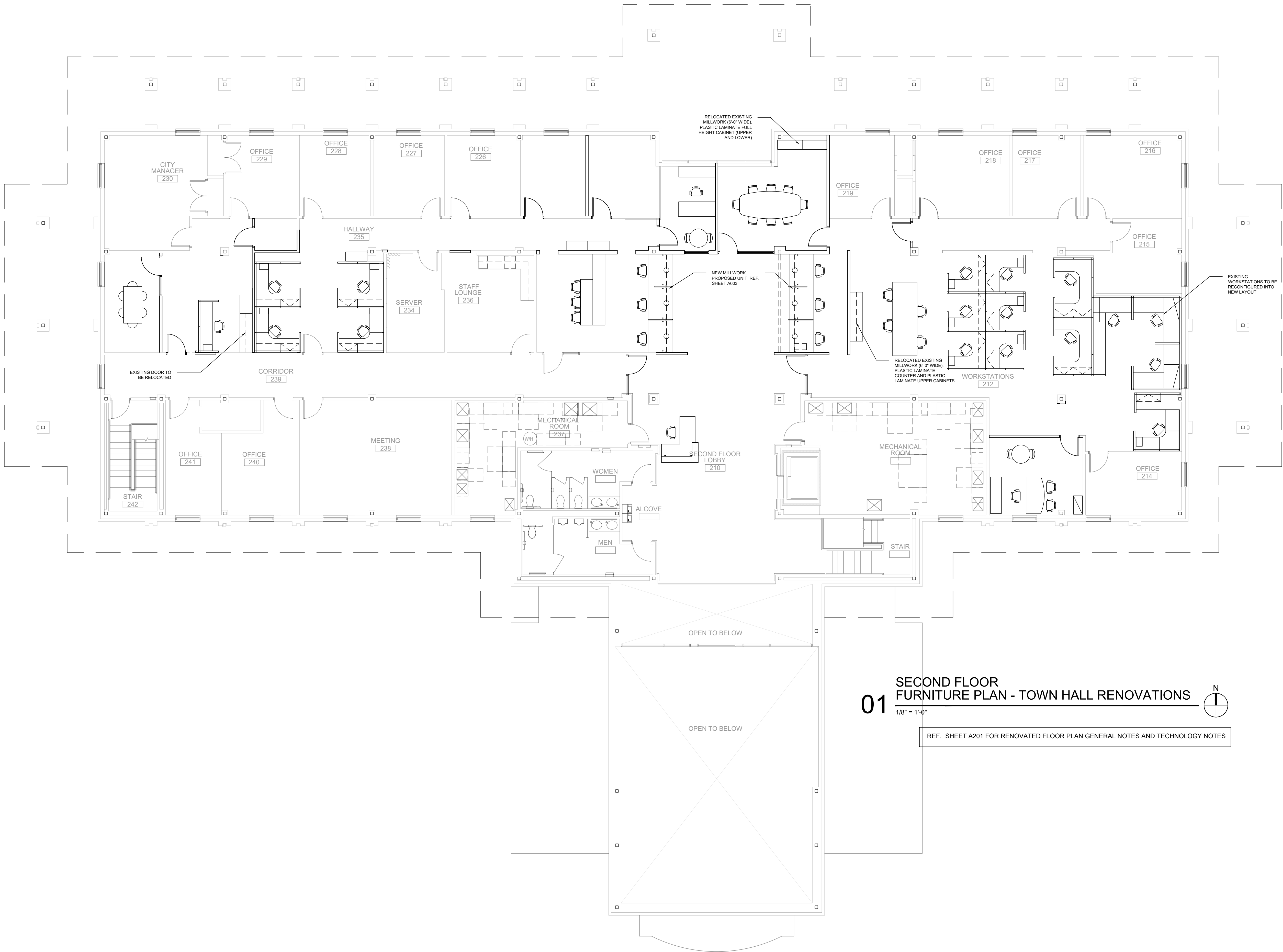
Drawn By:

Checked By:

SHEET NO.

A1200

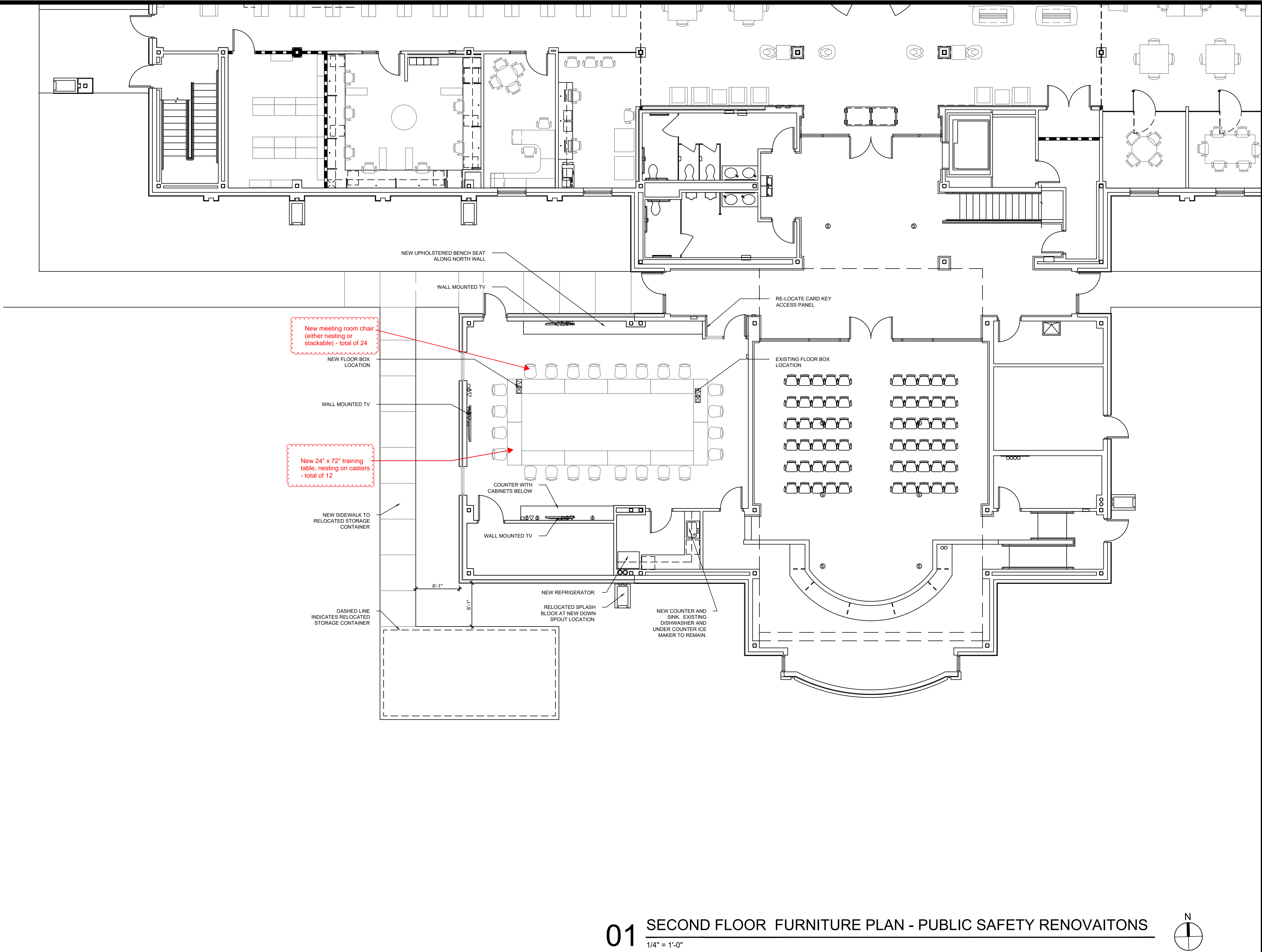
ISSUE FOR CONSTRUCTION



01 SECOND FLOOR
FURNITURE PLAN - TOWN HALL RENOVATIONS

1/8" = 1'-0"

REF. SHEET A201 FOR RENOVATED FLOOR PLAN GENERAL NOTES AND TECHNOLOGY NOTES



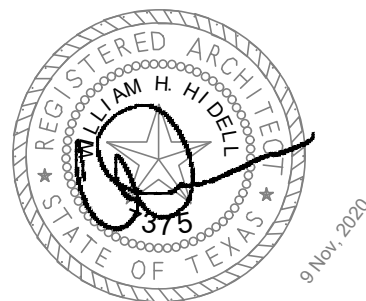
01 SECOND FLOOR FURNITURE PLAN - PUBLIC SAFETY RENOVAITONS
1/4" = 1'-0"

TOWN OF LITTLE ELM
FACILITY RENOVATIONS

Little Elm, Texas

HIDELL
ASSOCIATES
ARCHITECTS

3033 KELLWAY DRIVE, SUITE 120
CARROLLTON, TEXAS 75006 (972) 416-4666
FAX (972) 416-0169 E-MAIL ababcock@hidell.com



OWNER
TOWN OF LITTLE ELM
100 WEST ELDORADO PARKWAY
LITTLE ELM, TX 75068
PHONE (214) 975-0406

MEP ENGINEER
BASHARKHAH ENGINEERING
13101 PRESTON ROAD SUITE 601
DALLAS, TEXAS 75240
PHONE: (214) 659-9015
EMAIL: LLane@beiteexas.com

STRUCTURAL ENGINEER
RLG
12001 N. CENTRAL EXP., SUITE 300
DALLAS, TX 75243
PHONE: (214) 739-8100
dcumming@rlginc.com

ISSUE FOR PERMIT / GMP

TITLE

FURNITURE PLAN
FIRST FLOOR

REVISIONS

JOB NO. 20216

Issue Date: 11.13.2020

Drawn By:

Checked By:

SHEET NO.

A1200

ISSUE FOR PERMIT / GMP

AIA[®] Document A133[™] – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

Town of Little Elm
100 West Eldorado Pkwy
Little Elm, TX 75068
Home Rule Municipality

and the Construction Manager:
(Name, legal status and address)

AUI Partners, LLC
~~4775 North Freeway~~ 13600 HEARTLAND PKWY, STE 150
Fort Worth, TX ~~76106~~ 76117

for the following Project:
(Name and address or location)

Town Building Expansion
Recreation Center and Public Safety Building

The Architect:
(Name, legal status and address)

Hidell & Associates
3033 Kellway Drive
Suite 120
Carrollton, TX 75006

The Owner's Designated Representative:
(Name, address and other information)

Wesley Brandon, PE
Town Engineer
100 W. Eldorado Pkwy
Little Elm, TX 75068

The Construction Manager's Designated Representative:
(Name, address and other information)

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.

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1949778247)

Dustin Stiffler
4775 North Freeway 13600 HERITAGE PLWY, STE 150
Fort Worth, TX 76106 76177
817-676-3151
dstiffler@auipartners.com

The Architect's Designated Representative:
(Name, address and other information)

Hidell & Associates
Aaron Babcock
3033 Kellway Drive
Suite 120
Carrollton, TX 75006

The Owner and Construction Manager agree as follows.

Init.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	OWNER'S RESPONSIBILITIES
4	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
5	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
6	COST OF THE WORK FOR CONSTRUCTION PHASE
7	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
8	INSURANCE AND BONDS
9	DISPUTE RESOLUTION
10	TERMINATION OR SUSPENSION
11	MISCELLANEOUS PROVISIONS
12	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall

procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following

acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

\$2,500

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within two (2) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

As allowed by State statute

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

3%

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

3% per change order

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

15%

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed zero percent (0 %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/a		

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs

of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and

amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

In accordance with the Town's payment application, Invoices are due by the 10th of the month covering work during the previous month.

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the last day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ~~sixty~~ (~~60~~) days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those

payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of five percent (5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent (5 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

within 15 days of final acceptance by Town Council

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

Init.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction

Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

none

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201-2007, General Conditions of the Contract for Construction
- .3

(Paragraphs deleted)

Town of Little Elm Supplementary Conditions to AIA Document A133-2009

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONSTRUCTION MANAGER (Signature)



(Printed name and title)

Additions and Deletions Report for

AIA[®] Document A133[™] – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:10:45 CT on 09/14/2020.

PAGE 1

Town of Little Elm
100 West Eldorado Pkwy
Little Elm, TX 75068
Home Rule Municipality

...

AUI Partners, LLC
4775 North Freeway
Fort Worth, TX 76106

...

Town Building Expansion
Recreation Center and Public Safety Building

...

Hidell & Associates
3033 Kellway Drive
Suite 120
Carrollton, TX 75006

...

Wesley Brandon, PE
Town Engineer
100 W. Eldorado Pkwy
Little Elm, TX 75068

PAGE 2

Dustin Stiffler
4775 North Freeway
Fort Worth, TX 76106
817-676-3151
dstiffler@auipartners.com

...

(Name, address and other information)

Hidell & Associates
Aaron Babcock
3033 Kellway Drive
Suite 120
Carrollton, TX 75006
PAGE 8

\$2,500

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within two (2) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

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§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

%—As allowed by State statute

...

3%

...

3% per change order

...

15%

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed zero percent (0 %) of the standard rate paid at the place of the Project.

...

N/a

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In accordance with the Town's payment application, Invoices are due by the 10th of the month covering work during the previous month.

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the last day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

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- .3 Add the Construction Manager's Fee, less retainage of five percent (5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the

Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

- .4 Subtract retainage of five percent (5 %) from that portion of the Work that the Construction Manager self-performs;

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within 15 days of final acceptance by Town Council

PAGE 17

none

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- .3 ~~AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:~~

- ~~.4 AIA Document E202™ 2008, Building Information Modeling Protocol Exhibit, if completed, or the following:~~

- ~~.5 Other documents:
(List other documents, if any, forming part of the Agreement.)~~

Town of Little Elm Supplementary Conditions to AIA Document A133-2009

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Wesley Brandon, 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 11:10:45 CT on 09/14/2020 under Order No. 0762202074 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Town Council Meeting

Date: 04/20/2021
Agenda Item #: 5. E.
Department: Development Services
Strategic Goal: Maximize community recreation and leisure activities
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve a **Proposed Task Order with Dunaway Associates, LP (Engineering Design Services Contract) for The Lawn at The Lakefront Project in an Amount not to Exceed \$273,475 and Authorize the Town Manager to Execute the Contract.**

DESCRIPTION:

The Town selected Dunaway Associates, LP as part of a Request for Qualifications (RFQ) for landscape architecture design services. The Town has a current Master Service Agreement to Furnish Consulting Services with Dunaway Associates, LP. This Task Order includes the work required to design improvements related to The Lawn at The Lakefront Project, located on Main Street near Eldorado Parkway.

In general, the proposed design will include the following elements:

- Open Space/Lawn Games Area
- Sidewalk and Paving connections to adjacent developments and neighborhood
- Playground
- Interactive Fountain
- Performance Plaza with Outdoor Seating
- Site Lighting and Utilities
- Landscaping and Irrigation

The design is based on an overall construction budget for these elements of approximately \$2,000,000.

BUDGET IMPACT:

Proposed Contract Amount	\$233,475
Contingency	\$40,000
Total Funding Request	\$273,475

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Proposed Task Order

Project Exhibit

EXHIBIT A - WORK ORDER

MASTER AGREEMENT FOR PROFESSIONAL SERVICES ("MAPS") No.: _____
Work Order No. _____

Pursuant to and subject to the above-referenced MAPS, dated _____ between the Town of Little Elm, Texas ("Owner"), and Dunaway Associates, L.L.C. ("Consultant"), Owner hereby requests that Consultant perform, and Consultant agrees to perform, the work described below upon the terms set forth in said MAPS and in this Work Order:

OWNER PROVIDED INFORMATION:

Work Site: _____

Work to Be Performed: _____

Drawings, plans, specifications (are) (are not) attached: _____

Date and Time to Commence: _____

Date and Time to Complete: _____

Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by Owner (if any): _____

Invoice Mailing Instructions: _____

Other Requirements or Variance from MSA (if any): _____

CONSULTANT PROVIDED INFORMATION:

Compensation: Consultant will provide Professional Services as outlined in the scope of work herein. Work will be billed by the Consultant monthly according to an estimated percentage of work complete towards a lump sum fee as described below.

Basis of Compensation

Dunaway Associates, L.L.C. proposes to provide services described in the scope of work for a Lump Sum fee of \$233,475 (Two hundred thirty-three thousand four hundred seventy-five and 00/100 Dollars) as follows:

Basic Design Services

A. Data Gathering & Program Confirmation	\$ 9,300
B. Conceptual Development	\$ 29,600
C. Design Development.....	\$ 59,575
D. Final Construction Documents	\$ 95,750
E. Bid Phase.....	\$ 7,500
F. Construction Phase	\$ 28,750

Subtotal Basic Design Services \$ 230,475

EXHIBIT A - WORK ORDER

Specialty Services

G. SWPPP\$ 3,000

Subtotal Specialty Services\$ 3,000

TOTAL FEE* (Lump Sum, Items A thru G).....\$ 233,475

* Customary in-house expenses incurred by Dunaway related to performing this Scope of Services are included in the lump sum fee listed above (e.g., in-house copies, mileage, tolls, computer plotting, photography, meals, etc.). TDLR Plan Review and Post-Construction Inspection Fees are also included in the lump sum. Special request expenses for out-of-house services are not included in the lump sum fee listed above and will be billed as a reimbursable expense. These may include, but are not limited to: couriers/deliveries, repro services, multiple print copies, binding, dry mounting, etc.

Scope of Services:

I. PROJECT UNDERSTANDING

Dunaway Associates, L.L.C. ("**Dunaway**") will perform professional design services for the Town of Little Elm ("**Town**") for new improvements at Tin Man Park on Eldorado Parkway in Little Elm, Texas. This new park will be located in the Town's Lakefront District adjacent to several new Multi-Family Residential/Retail/Entertainment venues. Dunaway's scope of services includes professional landscape architectural and engineering services. Dunaway will serve as the Prime consultant, carrying the design fees for sub-consultants who will contribute to features like the restroom facility, site specific lighting design, and mechanical/electrical/plumbing engineering. Dunaway will provide conceptual development, design development drawings, and final construction documents in accordance with Town standards to be used for the purpose of bidding and construction.

These park improvements will be based upon a conference call with Town staff on March 3, 2021. Per this call, key program items for conceptual development and a bid package are listed below. The Town has identified a construction budget of approximately \$2,000,000.

Key Program Items:

- Open Space / Lawn Games Area
- Sidewalk / Paving Connections to adjacent Food Truck Areas & Future Retail Pads
- Destination Playground to Relate to Existing Water Tower
- Interactive Fountain / Water Play Area
- Outdoor Seating
- Performance Plaza
- Group Pavilion(s) (approx.. 2,000 sf for budgeting purposes)
- Restroom Facility (approx.. 1,000 sf for budgeting purposes)
- Public Art
- Site Utilities
- Pedestrian Site Lighting
- Interactive Tower Lighting

EXHIBIT A - WORK ORDER

- Site Furnishings
- Landscape Plantings
- Landscape Irrigation

II. SCOPE OF SERVICES

A. DATA GATHERING & PROGRAM CONFIRMATION

1. The Town will provide Dunaway any available additional information for the current on-site and off-site conditions including, but not limited to the following: GIS files; as-built drawings; easements; topographic and boundary surveys; property lines; building locations and layouts; roadways and parking; adjacent development plans and corresponding digital files, utility locations; trees and vegetation; and any existing site improvements.
2. Based upon the information provided by the Town, Dunaway will prepare an existing conditions base map for use in the planning process.
3. Dunaway will perform (1) detailed site review with Town representatives to review development areas and observe current conditions.
4. Dunaway will attend one (1) kick-off meeting with Town representatives to discuss and confirm the project schedule, project goals, and confirm program items to be included in the park development. At this meeting, Dunaway will share site diagrams for Town representatives to review and provide initial feedback.

Task A Deliverables:

- Kick-off Meeting Notes in PDF Format
- Base map for Existing Site in PDF Format
- Site Diagrams in PDF Format

B. CONCEPTUAL DEVELOPMENT

1. Based on the site review and provided topographic survey information, Dunaway will prepare two (2) Concept Design alternatives for the park site. The Plan will be based upon the Town-approved program items and the estimated construction budget; and it will include images & exhibits as necessary to illustrate potential development of each program area.
2. Dunaway will prepare two (2) Preliminary Cost Opinions, one for each of the Concept Design alternatives.

EXHIBIT A - WORK ORDER

3. Dunaway will attend one (1) meeting with Town staff to present and review the Concept Design alternatives and Preliminary Cost Opinions. During this meeting, group consensus for development of program items will be agreed upon. If necessary, Dunaway will revise the Concept Design Plan and update the Preliminary Cost Opinion to include Town comments.
4. Dunaway will facilitate (1) Conference Call with Town Staff to confirm and approve the Final Concept Design Plan and Final Cost Opinion. If the Town increases the program and construction budget, Dunaway will review with the Town the required additional fees necessary to cover the increase in scope of work. Dunaway will not proceed into the Design Development phase until the final program and cost opinion have been approved in writing by the Town.
5. Utilizing the staff reviewed Final Concept Design Plan and Final Cost Opinion, Dunaway will prepare one (1) presentation to Town Council. If necessary, Dunaway will provide minor revisions to the Final Concept Design Plan and Final Cost Opinion to include Town Council comments.

Task B Deliverables:

- Two (2) Concept Plan alternatives in PDF Format
- Two (2) Preliminary Cost Opinions in PDF Format
- One (1) Final Concept Plant in PDF Format
- One (1) Final Cost Option in PDF Format
- One presentation package for Town Council in PDF Format

C. DESIGN DEVELOPMENT

1. Based upon Town approval of the Conceptual Design, Dunaway will prepare Design Development drawings for the proposed park improvements. The Design Development drawings will be prepared at an approximate 50% level of completion of Construction Documents.
2. The Town will provide to Dunaway all front-end documents, contracts, insurance requirements, general conditions, etc. for use by Dunaway in preparing the specifications and contract documents.
3. Dunaway will prepare a preliminary Table of Contents for the specifications and contract documents.
4. Based upon the Design Development drawings, Dunaway will prepare a 50% completion Cost Opinion for the proposed improvements.
5. Dunaway will submit the Design Development drawings, Cost Opinion and Table of Contents for the specifications and contract documents to the Town for review and comment.
6. The Town will forward all review comments in writing to Dunaway for the Design Development drawings submittal. Dunaway will obtain these

EXHIBIT A - WORK ORDER

comments and approval from the Town prior to proceeding into Final Construction Documents.

Task C Deliverables:

- 50% Design Development Drawings
- Table of Contents for Specifications & Contract Documents Booklet
- 50% Design Development Cost Opinion

D. FINAL CONSTRUCTION DOCUMENTS

1. Based upon approval from the Town for the Design Development drawings submittal, Dunaway will prepare Final Construction Documents at an approximate 95% level of completion. The Construction Documents will be comprised of both the drawings and the specifications & contract documents.
2. Based upon the 95% Construction Documents, Dunaway will prepare a final cost opinion for all the proposed Park improvements.
3. Dunaway will submit the 95% Construction Documents and updated cost opinion to the Town for final review and comment. The Town will provide Dunaway final, written comments for all revisions requested to the Final Construction Documents.
4. If needed, Dunaway will submit 95% Construction Documents to Town Development Services for review and comment. This step may include attending (1) Pre-Development meeting with Town Development Services staff for review.
5. Based upon the final written comments received from the Town, Dunaway will prepare Final Construction Documents (signed and sealed) for the Town to utilize in bidding the project.
6. Dunaway will submit the Final Construction Documents to the Texas Department of Licensing and Regulation (TDLR) for the State required accessibility review. Fees associated with Plan Review and Project Filing are included in this Scope of Services.

Task D Deliverables:

- 95% Construction Documents
- 95% Cost Opinion
- Final Construction Documents
- Submission of Construction Documents for TDLR Plan Review and Project Filing

E. BID PHASE

1. Dunaway will provide the Town with PDF files of the documents for the Bid and Construction Document Package. The Town will be responsible for the

EXHIBIT A - WORK ORDER

advertisement of the bidding, printing and distribution of bid sets and overall management of the bidding process.

2. Dunaway will attend (1) Pre-Bid Meeting with Town representatives and the potential bidders.
3. If required, Dunaway will review Town-prepared addenda, during the bid phase.
4. Dunaway will attend (1) Bid Opening Meeting with Town representatives and the potential bidders.
5. Dunaway will assist the Town in reviewing the Contractor's bids and providing a Bid Tabulation and a recommendation to the Town for award of contract.

Task E Deliverables:

- Bid Tabulation
- Review of contractor's bids and letter of recommendation for award of contract

F. CONSTRUCTION PHASE

1. Dunaway will assist the Town by attending (1) Pre-Construction Meeting and a maximum of six (6) 2-hour progress meetings (i.e., 1 hour travel, 1 hour meeting) during construction to evaluate completion of work by the Contractor. If the number of required meetings or the amount of meeting time increases, additional time can be provided by Dunaway as an additional service as requested and approved by the Town in writing. These additional meetings will be billed to the Town monthly as a reimbursable expense according to Dunaway's standard hourly rate schedule included in this proposal. The Town will be responsible for the day-to-day administration of the construction contract.
2. Dunaway will prepare field notes/summary as necessary for meetings attended during the construction of the project.
3. Dunaway will process submittal and shop drawing reviews as submitted by the Contractor during the construction process. Pay applications may also be reviewed each month by Dunaway and will then be forwarded to the Town with the appropriate recommendation.
4. Dunaway will assist the Town in attending one (1) initial walk-through with the Contractor and subcontractors to review substantial completion of work. Dunaway will provide written comments to the Town for the preparation of a "punch list" for work to be completed by the Contractor.
5. When the Contractor indicates "punch list" items are completed, Dunaway will assist the Town in attending one (1) final walk-through with the

EXHIBIT A - WORK ORDER

Contractor and subcontractors to review completion of work. Dunaway will provide a written field report to the Town to document work completed and remaining.

6. If additional walk-throughs are required, Dunaway can attend as an additional service as requested and approved by the Town in writing. These additional meetings will be billed to the Town monthly as a reimbursable expense according to Dunaway's standard hourly rate schedule included in this proposal.

Task F Deliverables:

- Meeting notes for progress meetings/reviews as necessary
- Processing of submittals and RFIs
- "Punch List" from Initial Walk-Through
- Field report from Final Project Walk-Through

G. STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

1. In conjunction with the completion of the Final Construction Documents, Dunaway will prepare a Storm Water Pollution Prevention Plan (SWPPP) for the proposed site. Any other environmental engineering services would be considered additional services.

Task G Deliverables:

- (2) Copies of SWPPP Document (in hard copy format)
- (1) Electronic Copy of SWPPP Document (in PDF Format)

III. ASSUMPTIONS

- A. Should the number of program items or construction budget substantially increase or decrease; or, if the Town should require a significant number of alternate bid items to be included, Dunaway and Town staff will re-evaluate this scope of work and determine the basis of compensation in accordance with revisions to the design services.
- B. It is anticipated that the proposed improvements identified in this scope of work will be prepared as one bid package. If additional bid packages are required by the Town, Dunaway will re-evaluate the scope of services to address additional fees not covered in this scope of work.
- C. The Town will provide, as expeditiously as possible, all readily available base information that it currently has in its possession, necessary to complete the Scope of Services described herein. Should Dunaway need any additional survey information, the Town will provide this information to Dunaway. All information provided by the Town is assumed by Dunaway to be accurate and complete, unless indicated otherwise by the Town. Any information required to complete this Scope of Services that cannot be readily provided by the Town will remain the responsibility of the Town. All such information shall be provided to

EXHIBIT A - WORK ORDER

Dunaway and any costs associated with acquisition of information will be borne by the Town.

- D. This Scope of Services does not include any coordination with or water agency permitting beyond the scope as described.
- E. Any services for environmental engineering such as an Environmental Assessment (E.A.) or Environmental Impact Statement (E.I.S.) are not included in this Scope of Services and would be considered additional services.
- F. This Scope of Services does not include any services for traffic studies or transportation engineering/planning studies.
- G. This Scope of Services does not include design or production of any marketing materials to be utilized by the Town for such items as press releases, web postings, brochures, flyers, posters, 3D animations, videos, etc.
- H. The Town will pay for all required governmental processing fees, public notice advertising costs, and printing of bid documents/plans for bidding and construction.
- I. This Scope of Services does not include any topographic survey, boundary survey, or platting services.
- J. This Scope of Services does not include any presentations to the public, community organizations or other group unless specifically noted in this scope of work.
- K. This Scope of Services does not include any geotechnical investigation or corresponding engineering design recommendations.
- L. This scope does not include structural evaluation of any existing site features (i.e. existing water tower, etc.).
- M. This Scope of services does not include any environmental or permitting services including Waters of the US Determination, mitigation coordination, etc. It is assumed any agency coordination or permitting related to this Scope of Work will be completed by the Town.

IV. PROJECT SCHEDULE

Periodic submittal of deliverables and completion of Final Construction Documents will be coordinated with Town staff once Dunaway receives Notice-to-Proceed. Overall schedule will be contingent upon final reviews and coordination with the Town.

V. ADDITIONAL SERVICES

Additional Services, not included in this Scope of Services, will be negotiated with the Town as necessary. Compensation will be based upon either a mutually agreed lump

EXHIBIT A - WORK ORDER

sum fee or on an hourly basis. Items which would be considered Additional Services could include: additional site surveying, design of additional program items beyond what has been identified by the Town for the Park improvements, excessive alternate bid items, additional meetings with Town Staff and/or presentation to other groups, etc.

ACCEPTANCE:

This Work Order is accepted on the terms set forth herein and in the MAPS, referenced above, as indicated by the signatures below.

Consultant

Dunaway Associates, L.L.C.

By: _____

Printed Name: Chris Wilde

Title: Chief Executive Officer

Date: March 25, 2021

Owner

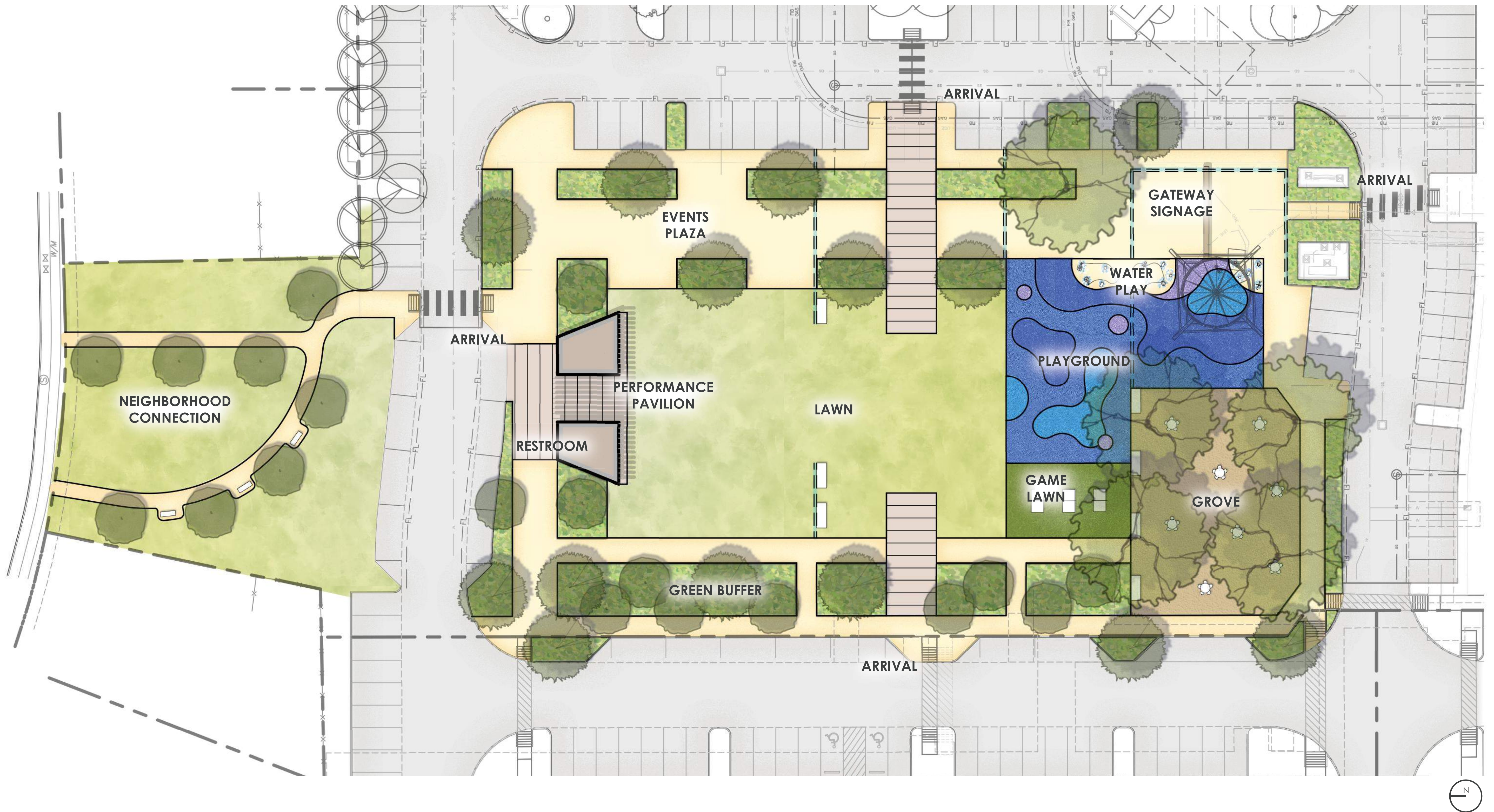
Town of Little Elm

By: _____

Printed Name: Matt Mueller

Title: Town Manager

Date: _____



CONSENSUS CONCEPT



Town Council Meeting

Date: 04/20/2021
Agenda Item #: 5. F.
Department: Development Services
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Award a **Professional Services Contract to Freese and Nichols, Inc. regarding the Wastewater Treatment Plant Fine Screen Installation Project in an Amount not to Exceed \$201,561 and Authorize the Town Manager to Execute the Contract.**

DESCRIPTION:

As part of the Town's current Capital Improvement Program, staff has identified the need to replace the existing fine screen mechanism that is currently installed at the wastewater treatment plant. Screening equipment plays a vital role in the overall treatment process and the purpose of a fine screen is to remove particles that may cause equipment maintenance issues and/or problems during the treatment process.

Freese and Nichols, Inc. currently has a Master Agreement for Professional Services executed with the Town (MAPS #2016-1065). They have submitted a proposal to provide engineering services for the design, bidding, and construction phases for the installation of a new fine bar screen, as well as the addition of a cantilever maintenance platform that will improve access and safety around the screens and other equipment.

BUDGET IMPACT:

Funding for the project was allocated within the capital improvement program budget:

\$ 186,561.00	Proposed Contract Amount
\$ 15,000.00	Contingency
\$ 201,561.00	Proposed Total Contract Amount

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Proposal

EXHIBIT B - WORK ORDER

MAPS # _____ MAPS DATE: _____

CONSULTANT NAME Freese and Nichols, Inc.

Pursuant to and subject to the referenced Master Agreement for Professional Services (MAPS), between the TOWN of Little Elm, Texas ("Owner"), and Consultant, Owner hereby requests that Consultant perform, and Consultant agrees to perform, the work described below upon the terms set forth in said MAPS and in this Work Order:

Work Order #: _____

Consultant Project #: _____

Project Name: WWTP Fine Bar Screen Addition

INVOICE SUBMITTAL

Billing Period:	Monthly-Through the end of each month, billed by the 10th of the following month.
Invoice Mailing Instructions:	<p>Mail to: TOWN of Little Elm Accounts Payable 100 W. Eldorado Pkwy. Little Elm, TX 75068</p> <p>Email to: accounts.payable@littleelm.org</p> <p>Include work order number, PO number, billing period, and project name,</p>

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work to be performed:** All work shall be in accordance with the scope listed below and as listed in the Master Agreement for Professional Services.
3. **Drawings / Plans are / are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order and Sign Work Order.
5. **Other:** N/A

CONSULTANT PROVIDED INFORMATION:

1. Scope of Work:

PROJECT DESCRIPTION

The WWTP Fine Bar Screen Addition (Project) is generally described as follows:

Engineering services for the final design, bidding, and construction phase services for the incorporation of a new mechanically cleaned fine bar screen within an existing screening channel at the TOWN's wastewater treatment plant. The installation of this new fine bar screen will provide fine screening redundancy and will be capable of screening the facility's peak flow. The screen and conveyance system will be pre-purchased and will be sole sourced to be of the same manufacturer of the currently installed fine screen. Construction and installation of the proposed fine screen will be accommodated through a traditional design-bid-build contract.

SCOPE OF SERVICES

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

GENERAL ASSUMPTIONS:

1. Proposed fine bar screen to be of the same hydraulic capacity, general dimensions, and bar size/spacing as the existing fine bar screen. Step screen technology to be specified.
 2. Pre-purchase of the fine screen is included in this scope. Huber is to be the sole-sourced manufacturer to complement the existing Huber fine screen.
 3. Specifications to be provided in the 46-division format. FNI's front end (Division 00) to be utilized.
 4. Screenings conveyance equipment and chute to be independent of existing screenings chute and will extend into the existing container building. This equipment to also be provided by Huber.
 5. Odor control or improvements to the existing fine screen are not included in this scope.
 6. Supervisory Control and Data Acquisition (SCADA) services are not included in this scope.
 7. No additional site lighting is to be provided.
 8. Power to be pulled from electrical panel directly below the Screening Channel Area.
 9. Final Design Phase of 5 months.
 10. Screen Procurement of 8 months. This will overlap Final Design by 3 months.
 11. Bid Phase of 2 months.
 12. Construction Phase of 6 months.
 13. Traditional design-bid-build delivery method for screen installation and associated improvements.
- A. PROJECT MANAGEMENT, MEETINGS, & QA/QC. FNI will proceed with the performance of services in this phase as follows:
1. Project Management and Quality Control/Quality Assurance. Up to eighteen (18) months of project management anticipated. Quality Control reviews to be provided by discipline professionals.
 2. Prepare and attend one (1) Project Kick-Off Meeting with TOWN staff (in-person). Meeting to be followed by a site visit by discipline design leads to field investigate and gather data related to final design.

3. Prepare and attend one (1) Design Progress Meeting with TOWN staff (in-person). Meeting to be followed by a site visit by discipline design leads to gather additional data related to design.
4. Prepare for and attend a 90% Submittal Review Meeting (in-person).
5. Prepare for and attend a Pre-Final Submittal Meeting (Teams call).

B. DESIGN PHASE. FNI will proceed with the performance of services in this phase as follows:

1. Final design of the improvements is inclusive of the following:
 - a. Mechanical Design
 - i. Addition of a proposed mechanically cleaned fine step screen within the existing concrete channel.
 - ii. Addition of proposed screening conveyance equipment to transport screenings from the proposed mechanically cleaned fine step screen to the existing Container Building.
 - iii. Prepare demolition drawings and details for removal of the existing manual bar rack within the existing channel.
 - iv. Review of the existing channel hydraulics at the annual average daily flow (AADF) and 2-hour peak flow with Excel-based worksheet.
 - v. Review hydraulics with the incorporation of a flow control baffle within the existing channel and provide recommendation on placement location and size.
 - b. Structural Design
 - i. Addition of a new cantilever aluminum maintenance platform (w/ handrail) around the proposed mechanically cleaned fine bar screen to facilitate movement and access around the screens and proposed conveyance equipment.
 - ii. Addition of a stainless-steel flow control baffle within the existing screen channel.
 - c. Architectural Design
 - i. Penetration and closure detail for a new Screenings Discharge Chute in the Existing Container Building roof.
 - d. Electrical and Instrumentation Design
 - i. Conduit and wire to Local Control Panel.
 - e. Development of an Opinion of Probable Construction Cost (OPCC)
 - i. Preparation of a 90% and Final OPCC.
 - f. Anticipated Drawings:
 - i. Cover, Location Map, and Sheet Index
 - ii. General Notes
 - iii. Standard Symbols and Legend
 - iv. Site Plan
 - v. Demolition Plan and Sections
 - vi. Mechanical Plan and Sections
 - vii. Mechanical Sections and Details
 - viii. Mechanical Standard Details
 - ix. Structural Notes, Plan, and Details
 - x. Architectural Details
 - xi. Electrical Legend
 - xii. Electrical Plan
 - xiii. One-Line Diagram and Details
2. Prepare 90% Submittal for TOWN staff review. One (1) PDF and three (3) hard copies of the specifications, drawings, and OPCC to be submitted to the TOWN for review.
3. Prepare Pre-Final Submittal for TOWN staff review. One (1) PDF and three (3) hard copies of the specifications, drawings, and OPCC to be submitted to the TOWN for review.

4. Prepare Final Submittal for the TOWN staff for bidding. One (1) PDF of the specifications, drawings, and OPCC to be submitted to the TOWN.
- C. **EQUIPMENT PROCUREMENT.** Upon completion of 90% mechanical plan and section design drawings and screening equipment specifications, FNI will assist the TOWN with the pre-purchase procurement of the proposed fine screen (and associated conveyance equipment).
1. Provide contract documents and coordinate with the TOWN and selected manufacturer on sole-source agreement.
 2. Prepare final manufacturer's equipment proposal with Engineer's Recommendation to the TOWN for purchase.
 3. Assist the TOWN with required purchasing documentation to initiate purchase order.
 4. Coordinate with the manufacturer on the preparation of submittal documents for review and approval by the Engineer and TOWN.
- D. **BID PHASE.** Upon completion of the design services, approval of "Final" drawings and specifications by TOWN, and upon delivery of the pre-purchased fine screen and conveyance equipment, FNI will proceed with the performance of services in this phase as follows:
1. Assist TOWN in securing bids. Prepare a Notice to Bidders for prospective contractors and vendors. Provide a copy of the Notice to Bidders for TOWN to use in notifying construction news publications and publishing appropriate legal notice. The cost for advertisement in publications shall be paid by the TOWN. The TOWN shall maintain information on entities that have been issued a set of bid documents and will distribute information on plan holders to interested contractors and vendors on request.
 2. Assist TOWN by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary. Up to three (3) addenda are included in this scope. Additional addenda to be considered additional service.
 3. Assist TOWN in the preparation and attendance at one (1) pre-bid meeting at the Project site.
 4. Assist TOWN in the opening, tabulating, and analyzing the bids received, including attendance at the Bid Opening. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by TOWN.
 5. Assist TOWN in the preparation of conformed Construction Contract Documents for the construction contract. Provide ten (10) sets of Construction Contract Documents, which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the TOWN and construction contractor. Distribute five (5) copies of these documents to the contractor with a Notice of Award that includes directions for the execution of these documents by the construction contractor. Provide TOWN with the remaining five (5) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service. In addition, provide a PDF of the conformed contract documents to the TOWN and construction contractor.

Entity	Specifications		Plan Size	
	Executed	Conformed	Full (22x34)	Half (11x17)
Contractor	2	2	2	3
TOWN	3	3	1	4
Total	5	5	3	7

- E. **CONSTRUCTION PHASE:** Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect the TOWN in providing these services. However, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall

not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

The TOWN agrees to include provisions in the construction contract documents that will require the construction contractors to include FNI and their subconsultants on this project to be listed as an additional insured on contractors' insurance policies.

1. Assist TOWN in conducting one pre-construction conference with the Contractor, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor. Establish communication procedures with the TOWN and contractor.
2. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. FNIManager will be utilized for document control and will be maintained by FNI.
3. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Up to twelve (12) shop drawings/O&Ms are included in this scope. Up to ten (10) Contractor's requests for information are included in this scope.
4. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
5. Make up to three (3) site visits total to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In addition, FNI will attend up to three (3) progress meetings during construction. It is anticipated that each site visit will correspond with a progress meeting. For each meeting, FNI will prepare an agenda and meeting minutes for distribution. In these efforts FNI will endeavor to protect the TOWN against defects and deficiencies in the work of Contractors and will report any observed deficiencies to the TOWN. Visits to the site in excess of the specified number are an additional service.
6. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
7. Interpret the drawings and specifications for the TOWN and Contractor. Investigations, analyses, and studies requested by the Contractor and approved by the TOWN, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
8. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the TOWN to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the TOWN. Documentation of field orders, where cost to TOWN is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the TOWN are an additional service. Substitutions of materials or equipment or design modifications requested by the TOWN are an additional service. Up to two (2) field orders and two (2) change orders are included in this scope.
9. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the TOWN on the merit and value of the claim on the basis of information submitted by the contractor or available in

project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the TOWN if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service. Up to two (2) contract modification requests are included in this scope.

10. Conduct, in company with TOWN's representative, a final walk-through review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the TOWN in obtaining legal releases, permits, warranties, and spare parts from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor. Visiting the site to review completed work in excess of two (2) trips are an additional service.
11. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two (2) sets of prints of "Record Drawings" shall be provided by FNI to the TOWN (1, 22x34 bond set, 1, 22x34 mylar set). FNI shall also provide both PDF and DWG electronic copies of the Record Drawings to the TOWN.

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by the TOWN, which are not included in the above described scope of services, are described as follows:

- A. The preparation specifications for competitively bid screening equipment among multiple manufacturers or evaluation of other types of fine screens (other than step screens).
- B. Geotechnical Services.
- C. Instrumentation and Control design services for implementation into a Supervisory Control and Data Acquisition (SCADA) system.
- D. Odor control improvements.
- E. Addition of or improvements to site lighting.
- F. Resident Representation.
- G. Field layouts or the furnishing of construction line and grade surveys.
- H. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by the TOWN or 2) due to other causes not solely within the control of FNI.
- I. Performing investigations, studies and analyses of substitutions of materials or deviations from the drawings and specifications or of work proposed by construction contractors.
- J. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- K. Preparing data and reports for assistance to the TOWN in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- L. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- M. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.

- N. Environmental permitting services included but not limited to Nationwide permit documentation, USCACE notification or individual Section 404 permitting.
 - O. Preparing data and reports for TCEQ documentation for power outages at more than one site. This includes documentation for portable pumps, storage, redundant commercial power, discharge prevention, and collection systems.
 - P. Additional exploratory drilling and associated laboratory testing due to soft soil conditions, other unexpected site conditions, or additional structures.
 - Q. Site clearing required for access related to geotechnical drilling and exploration.
 - R. Landowner or agency site access coordination.
2. **Time Line:** Consultant will complete final design services within 150 calendar days from receipt of notice to proceed from the TOWN. Completion of the construction phase services is dependent upon delivery of the pre-purchased equipment. It is anticipated that all scoped services would be completed within 540 days.
 3. **Compensation:** Consultant will provide Professional Services as outlined in the scope of work on a lump basis with an estimate to complete the work as follows:

TOTAL BASIC SERVICES (Lump Sum)	\$186,561
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ACCEPTANCE:

This Work Order is accepted on the terms set forth herein and in the MAPS referenced above, as indicated by the signatures below.

TOWN OF LITTLE ELM

FREESE AND NICHOLS, INC.

Matthew Mueller, TOWN Manager

Printed Name & Title

Date

Date



Town Council Meeting

Date: 04/20/2021
Agenda Item #: 5. G.
Department: Development Services
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve an Interlocal Agreement between the Town of Little Elm, the Town of Prosper, and the City of Frisco regarding the Design and Maintenance of Continuous Lighting Along the US 380 Corridor.

DESCRIPTION:

The Texas Department of Transportation (TxDOT) has proposed improvements to US 380 between FM 720 and Legacy Drive, which will include expanding the highway to six lanes (three lanes in each direction with a divided median), as well as installing grade separations (overpasses) at specific intersections along the corridor. As part of the project, TxDOT has agreed to fund and coordinate the installation of continuous lighting along the corridor. The lighting would extend through the Town of Little Elm, as well as the Town of Prosper and the City of Frisco.

The City of Frisco has offered to coordinate the overall design of the proposed continuous lighting along the corridor and has requested an interlocal agreement (ILA) with the Town that establishes the proportional cost, terms of payment for the proposed design work, as well as maintenance responsibilities after construction is completed. The final design plans would then be presented to TxDOT for incorporation into the US 380 Expansion Project. The Town of Prosper is also a party to the proposed agreement. The proportional cost to the Town is based on the total length of roadway frontage within the project limits.

BUDGET IMPACT:

The Town's cost related to the project is **145,662.80**, which represents the proportional share of the total project cost based on the roadway frontage length within the project limits. Funding for the project is identified and allocated within the North Roadway Impact Fee Fund.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Interlocal Agreement

Illumination Layout

**INTERLOCAL AGREEMENT AMONG THE TOWN OF PROSPER, TEXAS,
THE CITY OF FRISCO, TEXAS, AND THE TOWN OF LITTLE ELM, TEXAS, FOR
ROADWAY ILLUMINATION MAINTENANCE AND IMPROVEMENTS ON US
HIGHWAY 380 FROM 1,300 FEET WEST OF FM 720 TO THE DENTON/COLLIN
COUNTY LINE**

THIS AGREEMENT ("Agreement") is made and entered into by and among the **TOWN OF PROSPER, TEXAS**, a home-rule municipality ("Prosper"); the **CITY OF FRISCO, TEXAS**, a home-rule municipality ("Frisco"); and the **TOWN OF LITTLE ELM, TEXAS**, a home-rule municipality ("Little Elm"). Prosper, Frisco and Little Elm may from time to time herein be referred to collectively as "Parties" and individually as a "Party."

WHEREAS, the Interlocal Cooperation Act ("Act"), codified at Chapter 791 of the Texas Local Government Code, authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, Prosper, Frisco and Little Elm are political subdivisions of the State of Texas and are engaged in the provision of governmental services for the benefit of their citizens and users; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, the Act for the performance of governmental functions and services; specifically, the Roadway Illumination project (as described herein) (collectively, "Project"); and

WHEREAS, Prosper, Frisco and Little Elm have determined that the Project may be completed and maintained most economically by implementing this Agreement; and

WHEREAS, each of Prosper, Frisco and Little Elm has current funds available to satisfy any fees and costs required pursuant to this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Prosper, Frisco and Little Elm agree as follows:

**I.
TERM; TERMINATION**

This Agreement is effective upon the execution and delivery by all parties, and shall continue in effect for a period of one (1) year; provided, however, that the initial term of this Agreement will automatically be extended for successive one-year periods thereafter, unless any party gives written notice to the other parties to the contrary not less than ninety (90) days prior to the expiration of the then-current term. Notwithstanding the foregoing, however, this Agreement may be terminated by any party, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Agreement, by giving the other parties at least ninety

(90) days' prior written notice of the termination date, in which event this Agreement shall terminate as to all parties as of such termination date.

II. ROLES AND RESPONSIBILITIES OF THE PARTIES

A. Roadway Illumination and Maintenance

1. Frisco, Little Elm and Prosper mutually agree that it will be beneficial to each for roadway illumination to be installed and maintained along a portion of US Highway 380 referenced in Exhibit 1 (collectively, "Roadway Illumination"). Frisco, Little Elm and Prosper shall provide reasonably adequate staff resources to ensure that the Roadway Illumination project is designed and constructed in a reasonably timely manner.
2. Frisco shall engage a professional engineering firm, hereafter referred to as the "Illumination Consultant," to prepare a design for the Roadway Illumination. Frisco will provide Little Elm and Prosper with a draft scope of services for the Illumination Consultant for each party's approval, such approval not to be unreasonably withheld, conditioned or delayed, prior to retaining the Illumination Consultant. Once retained, the Illumination Consultant will prepare construction documents, specifications and cost estimates suitable for bidding and constructing the Roadway Illumination project. Little Elm and Prosper will receive progress sets upon reasonable request, if desired, for the purpose of providing comments at various milestones outlined in the Illumination Consultant's scope of work.
3. Frisco has agreed to manage the design contract and approval process, and TxDOT shall manage the bidding and construction of the Roadway Illumination. All construction and improvements in connection with the Roadway Illumination project shall be designed to meet or exceed the current TxDOT design standards and shall be constructed in accordance with the plans and specifications approved by the parties.
4. The Roadway Illumination fixtures, poles and other improvements (collectively, the "Illumination Improvements") shall be as mutually approved by Frisco, Little Elm and Prosper, such approval not to be unreasonably withheld, conditioned or delayed. The parties agree that electrical service to the Illumination Improvements shall be placed in a mutually acceptable location and that, due to site conditions, electrical service may be located in any or all three of the cities.
5. Prosper and Frisco agree that Frisco shall provide long-term maintenance of the Illumination Improvements in a reasonably timely manner to ensure that that the Roadway Illumination remains operational on the section of US Highway 380 that borders Frisco within the boundaries of this Agreement. This maintenance shall include but not be limited to trouble shooting outages; replacing bulbs, fixtures or poles; providing on-call services for repairs; and responding to accidents that

cause damage to the Illumination Improvements. At the end of the life-cycle for the fixture or pole components of the Illumination Improvements, Frisco and Prosper agree that Frisco will replace such components with new materials on the section of US Highway 380 that borders Frisco within the boundaries of this Agreement, and Frisco and Prosper agree to split all associated material and labor costs evenly.

6. Prosper and Little Elm agree that Little Elm will provide long-term maintenance of the Illumination Improvements in a reasonably timely manner to ensure that the illumination remains operational on the section of US Highway 380 that borders Little Elm within the boundaries of this Agreement. This maintenance shall include but not be limited to trouble shooting outages; replacing bulbs, fixtures or poles; providing on-call services for repairs; and responding to accidents that cause damage to the Illumination Improvements. At the end of the life-cycle for the fixture or pole components of the Illumination Improvements, Prosper and Little Elm agree that Little Elm will replace such components with new materials on the section of US Highway 380 that borders Little Elm within the boundaries of this Agreement, and Prosper and Little Elm agree to split all associated material and labor costs evenly.
7. Frisco and Little Elm shall use reasonable efforts to seek reimbursement from the responsible party, if known, and/or the responsible party's insurance for all damages to the Illumination Improvements resulting from an accident occurring in the cities' respective city limits. In the event that Frisco or Little Elm is unable to recover the full cost of replacement or repair from the responsible party and/or the responsible party's insurance, the cost of replacement or repair shall be equally shared by Prosper, on the one hand, and the city in which the accident occurred, on the other.

III. CONSIDERATION

A. Roadway Illumination Construction and Maintenance

1. In consideration for Frisco procuring the Illumination Consultant services as specified in Exhibit 1 and Section II(A) above, Prosper shall pay to Frisco the lesser of: (i) one-half of all reasonable costs incurred by Frisco in connection with procuring such Illumination Consultant services; or (ii) Forty-Nine Thousand Three Hundred Thirty-Seven and 40/100 Dollars (\$49,337.40). Frisco shall submit to Prosper monthly itemized invoices of all expenses incurred by Frisco during the prior thirty (30) day period. Payments are due within thirty (30) days after receipt.
2. In consideration for Frisco procuring the Illumination Consultant services as specified in Exhibit 1 and Section II(A) above, Little Elm shall pay to Frisco the lesser of: (i) one-half of all reasonable costs incurred by Frisco in connection with

procuring such Illumination Consultant services; or (ii) One Hundred Forty-Five Thousand Six Hundred Sixty-Two and 80/100 Dollars (\$145,662.80). Frisco shall submit to Little Elm monthly itemized invoices of all expenses incurred by Frisco during the prior thirty (30) day period. Payments are due within thirty (30) days after receipt.

3. In consideration for Frisco providing the Roadway Illumination maintenance services described in Section II(A) above and electrical service to the Illumination Improvements, Prosper shall pay to Frisco on an annual basis one-half of all reasonable costs incurred by Frisco in connection with providing the Roadway Illumination maintenance services and electrical service to the Illumination Improvements. Frisco shall submit to Prosper monthly itemized invoices of all expenses incurred and paid by Frisco during the prior thirty (30) day period. Payments are due within thirty (30) days after receipt.
4. In consideration for Little Elm providing the Roadway Illumination maintenance services described in Section II(A) above and electrical service to the Illumination Improvements, Prosper shall pay to Little Elm on an annual basis one-half of all reasonable costs incurred by Little Elm in connection with providing the Roadway Illumination maintenance services and electrical service to the Illumination Improvements. Little Elm shall submit to Prosper monthly itemized invoices of all expenses incurred and paid by Little Elm during the prior thirty (30) day period. Payments are due within thirty (30) days after receipt.

B. Roadway Illumination Removal

1. Frisco and Prosper agree that, in the event TxDOT requires some or all of the Illumination Improvements to be removed along US Highway 380 shown in Exhibit 1, Frisco shall remove and take possession of such Illumination Improvements.
2. Frisco and Little Elm agree that, in the event TxDOT requires some or all of the Illumination Improvements to be removed along US Highway 380 shown in Exhibit 1, Little Elm shall remove and take possession of such Illumination Improvements.

All costs incurred by any party as a result of its obligations under this Agreement shall be paid only from current revenues legally available to the paying party. The obligation of a party to pay an invoice within thirty (30) days of receipt of each invoice shall apply, unless supporting receipts or other supporting documentation have been requested by a party to whom an invoice is submitted, in which case the party to whom an invoice is submitted shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case the party to whom an invoice is submitted shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable.

Notwithstanding anything to the contrary herein, a party to whom an invoice is submitted shall not be required to pay any invoice submitted by the party submitting the invoice if the party submitting the invoice is in breach of this Agreement.

The parties acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of a party shall be subject to approval by each party's governing body. In the event that a party's governing body does not approve the appropriation of funds required to be paid under this Agreement, this Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, but the party responsible for payment shall be obligated to pay all charges incurred by the party to whom payment must be made through the end of that fiscal year provided that the party to whom payment must be made is not in breach of this Agreement.

IV. RELEASE AND HOLD HARMLESS

TO THE EXTENT ALLOWED BY LAW, AND WITHOUT WAIVING GOVERNMENTAL OR SOVEREIGN IMMUNITY, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

THIS INDEMNIFICATION CLAUSE IS VALID ONLY TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, PARTICULARLY SECTION 7 OF ARTICLE XI OF THE TEXAS CONSTITUTION, AND WITH THE MUTUAL UNDERSTANDING THAT THE PARTIES ARE POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS AND THAT THIS EXECUTORY INDEMNITY OBLIGATION CANNOT BE PAID FROM CURRENT REVENUES AND THAT NO TAX NOR INTEREST AND SINKING FUND HAS BEEN SET, ADOPTED OR ESTABLISHED FOR THE PAYMENT OF THIS EXECUTORY INDEMNITY OBLIGATION.

V. INDEPENDENT CONTRACTOR

Each party covenants and agrees that each party is an independent contractor of the other parties and not an officer, agent, servant or employee of any other party and that nothing herein shall be construed as creating a partnership or joint enterprise between or among any party.

**VI.
NOTICE**

Any notice provided under this Agreement shall be delivered by mail or personal service to the parties named below:

Frisco Representative:

City of Frisco

Attn: _____
6101 Frisco Square Blvd.
Frisco, Texas 75034

Prosper Representative:

Town of Prosper

Attn: _____

Little Elm Representative:

Town of Little Elm

Attn: _____

**VII.
AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION**

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Prosper has executed this Agreement pursuant to duly authorized action of the Prosper Town Council on _____. Frisco has executed this Agreement pursuant to duly authorized action of the Frisco City Council on _____. Little Elm has executed this Agreement pursuant to duly authorized action of the Little Elm Town Council on _____. Each of the parties shall provide written documentation evidencing the grant of approval by its respective governing body.

**VIII.
SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, any party may terminate this agreement by giving the other parties thirty (30) days written notice.

IX. VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

X. INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by Prosper, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for any party.

XI. REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by any party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XII. SUCCESSORS AND ASSIGNS

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other parties to this Agreement. No party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other parties. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all parties.

XIII. IMMUNITY

It is expressly understood and agreed that, in the execution and performance of this Agreement, no party waives, nor shall be deemed hereby to have waived any

immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

**XIV.
MULTIPLE COUNTERPARTS**

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

**XV.
ENTIRE AGREEMENT**

This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and may only be modified in a writing executed by all parties.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below:

CITY OF FRISCO, TEXAS

By: _____
Printed Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

Abernathy Roeder Boyd & Hullett P.C.
Ryan D. Pittman, City Attorneys

TOWN OF PROSPER, TEXAS

By: _____
Harlan Jefferson, City Manager
Date: _____

APPROVED AS TO FORM:

Terrence Welch, Town Attorney

TOWN OF LITTLE ELM, TEXAS

By: _____
Printed Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

Robert F. Brown, Town Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by _____, of the **TOWN OF PROSPER**.

Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by _____, of the **CITY OF FRISCO**.

Notary Public, State of Texas

STATE OF TEXAS §

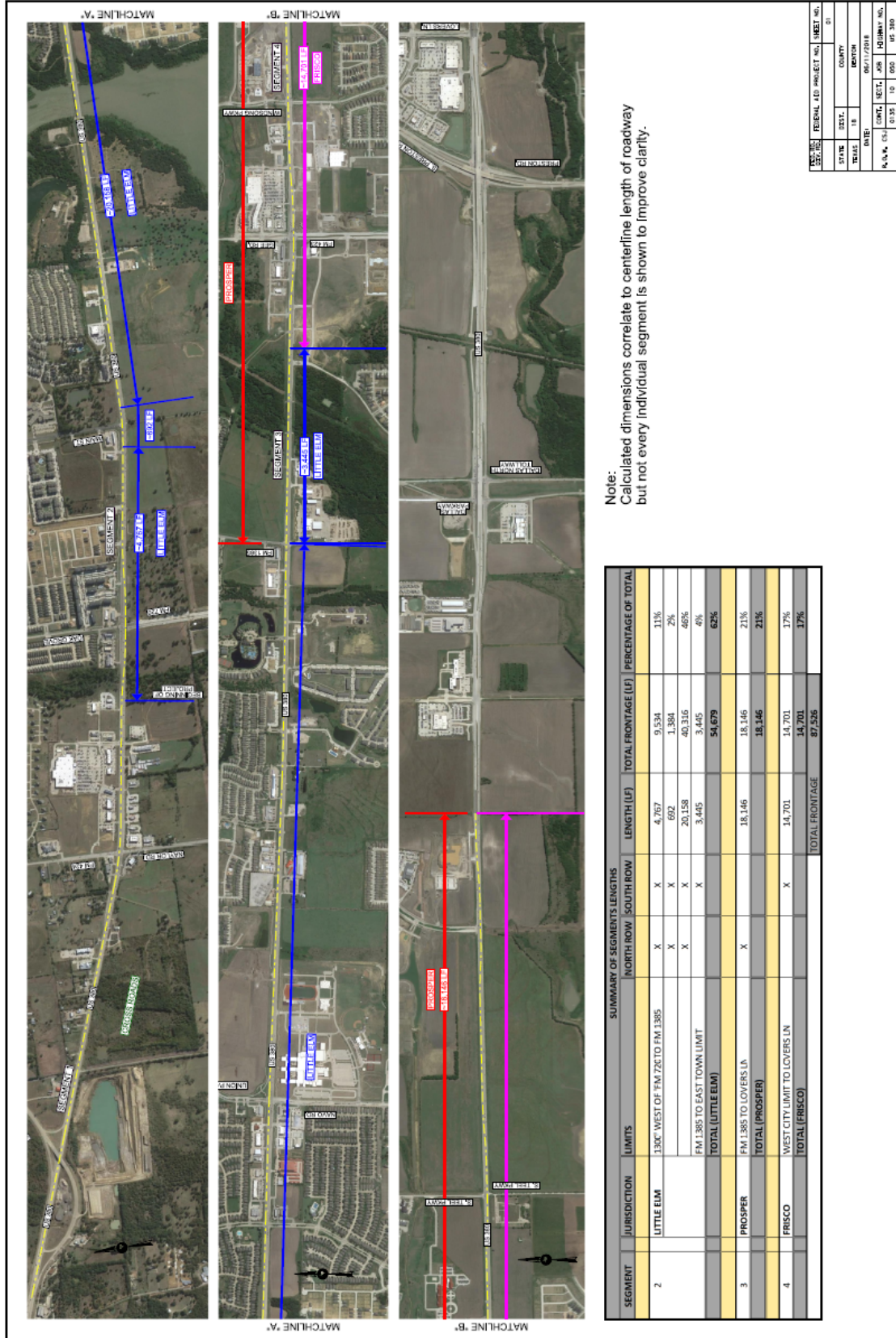
§

COUNTY OF COLLIN §

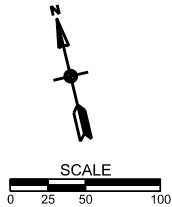
This instrument was acknowledged before me on this the ____ day of _____, 2021 by _____, of the **TOWN OF LITTLE ELM**.

Notary Public, State of Texas

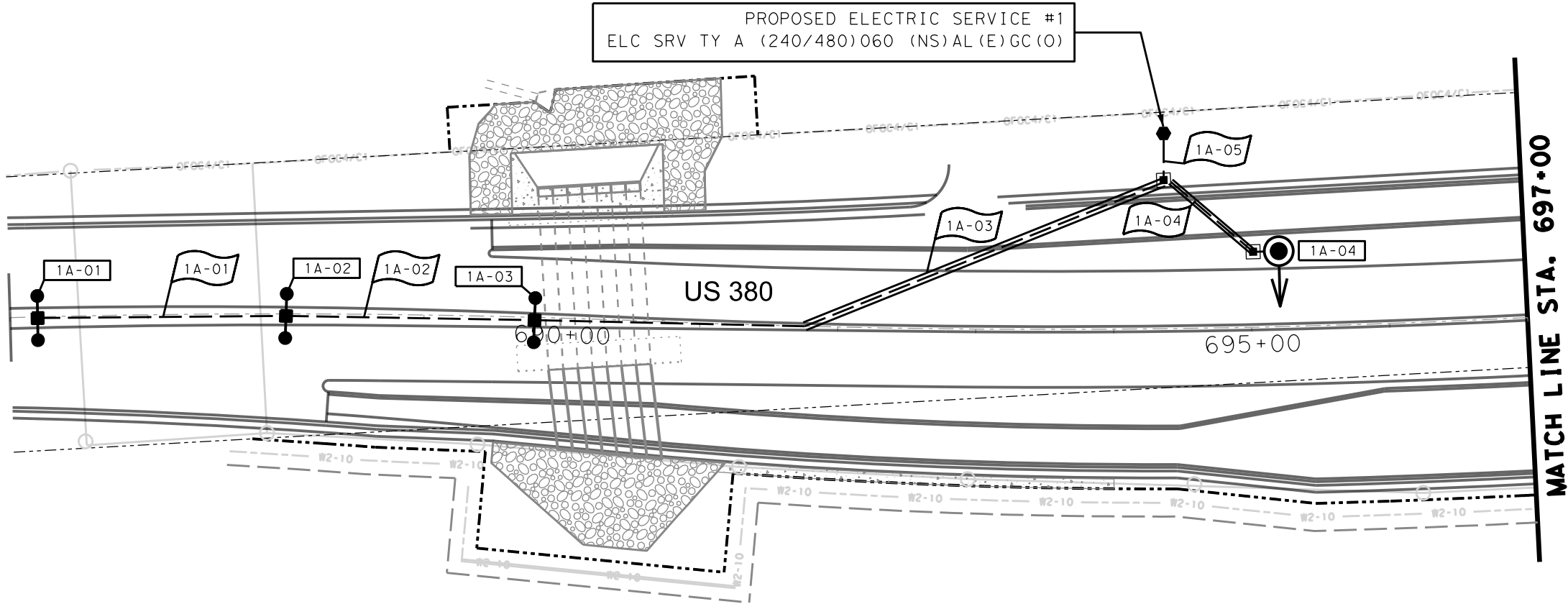
Exhibit 1



SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH(FT)	CKT NO.	COMMENTS
1A-01	ROADWAY LIGHTING ASSEMBLY (TY 2)	686+20	1 RT	30	8	1A	
1A-02	ROADWAY LIGHTING ASSEMBLY (TY 2)	688+00	2 RT	30	8	1A	
1A-03	ROADWAY LIGHTING ASSEMBLY (TY 2)	689+80	2 RT	30	8	1A	
1A-04	HI MST IL POLE (150 FT) (80 MPH)	695+20	55 LT	60		1A	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6		#8		#6		#8		
		2"		2"		1"		(BARE)		(BARE)		(XHHW)		(XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
1A-01	180	1	180							1	186			2	372	
1A-02	180	1	180							1	186			2	372	
1A-03	474	1	197	1	277					1	480			2	960	
1A-04	99			1	99					1	105			2	210	
1A-05	34	1	34							1	40			2	80	
TOTALS		591		376		0		0		997		0		1,994		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6'
ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6026	DRILL SHAFT (HIGH MAST POLE) (60 IN)	LF	30
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	24
432	6001	RIPRAP (CONC) (4 IN)	CY	3
613	6005	HI MST IL POLE (150 FT) (80 MPH)	EA	1
614	6008	LED HI MST IL ASM (6 FIXT) (ASYM) (TY B)	EA	1
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	591
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	376
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	997
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	1,994
624	6001	GROUND BOX TY A (122311)	EA	1
628	6031	ELEC SRV TY A (240/480) 60 (NS) AL (E) GC (O)	EA	1
6379	6001	ROADWAY LIGHTING ASSEMBLY (TY1)	EA	
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	3

INTERIM REVIEW ONLY

DOCUMENT INCOMPLETE: NOT INTENDED FOR PERMIT, BIDDING OR CONSTRUCTION.

ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020



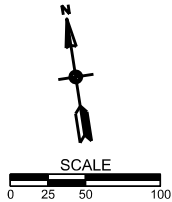
MALDONADO - BURKETT

Engineers | Surveyors | Contractors
TBPE # 10258 TBPLS # 10194235
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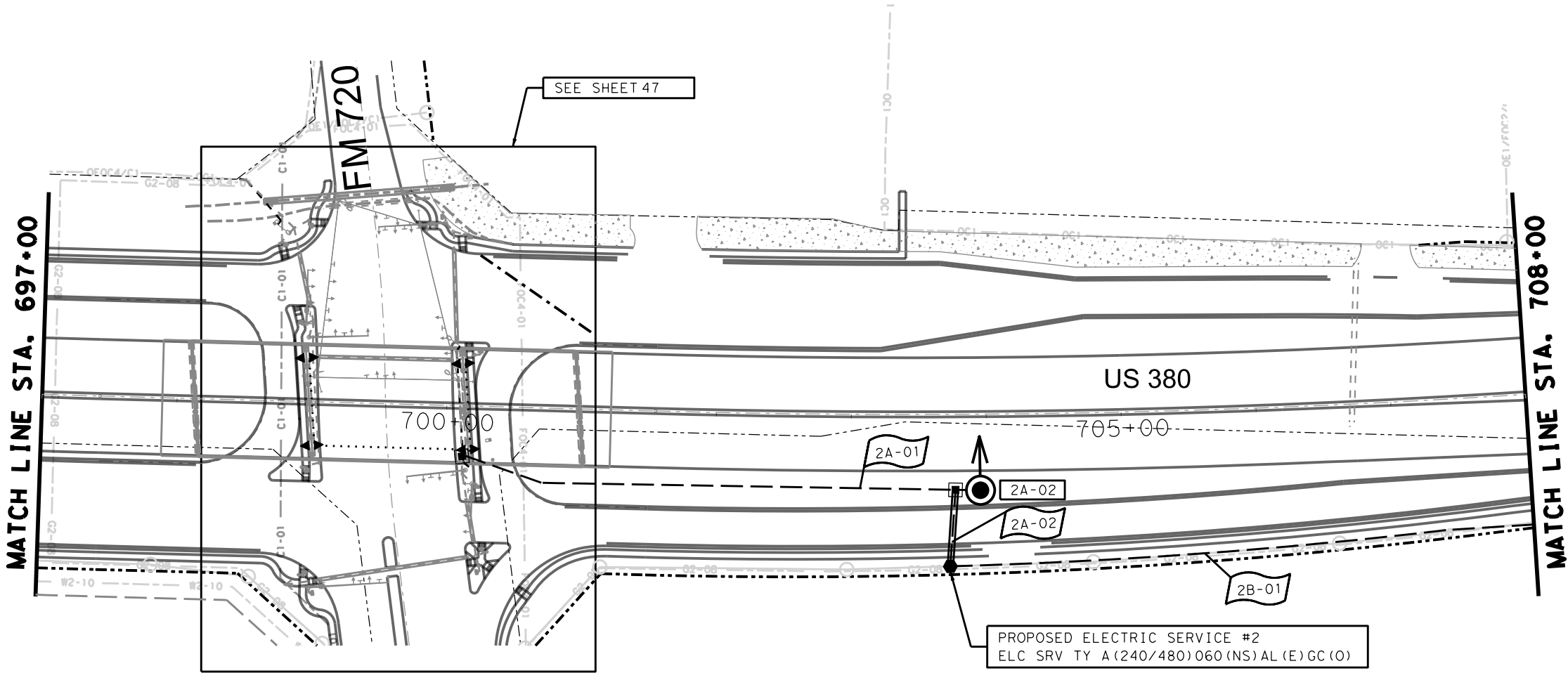
US 380 ILLUMINATION LAYOUT

				SHEET 01 OF 40	
FED. RD. DIV. NO.		FEDERAL AID PROJECT NO.			SHEET NO.
					07
STATE		DIST.	COUNTY		
TEXAS		DALLAS	DENTON		
CONT.		SECT.	JOB	HIGHWAY NO.	
0135		10	050	US 380	

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH(FT)	CKT NO.	COMMENTS
2A-02	HI MST IL POLE (150 FT) (80 MPH)	703+95	56 RT	60		2A	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6		#8		#6		#8		
		2"		2"		1"		(BARE)		(BARE)		(XHHW)		(XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
2A-01	388	1	388							1	394			2	788	
2A-02	61			1	61					1	67			2	134	
2B-01	711	1	565	1	146					1	717			2	1434	
TOTALS		953		207		0		0		1,178		0		2,356		

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6026	DRILL SHAFT (HIGH MAST POLE) (60 IN)	LF	30
416	6029	DRILL SHAFT(RDWY ILL POLE) (30 IN)	LF	24
432	6001	RIPRAP (CONC) (4 IN)	CY	3
613	6005	HI MST IL POLE (150 FT) (80 MPH)	EA	1
614	6008	LED HI MST IL ASM (6 FIXT) (ASYM) (TY B)	EA	1
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	1,120
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	150
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,288
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,576
624	6001	GROUND BOX TY A (122311)	EA	2
628	6031	ELEC SRV TY A (240/480) 60 (NS) AL (E) GC (O)	EA	1

INTERIM REVIEW ONLY

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020



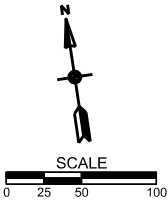
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TBPE # 10258 TBPLS # 10194235
www.maldonado-burkett.com

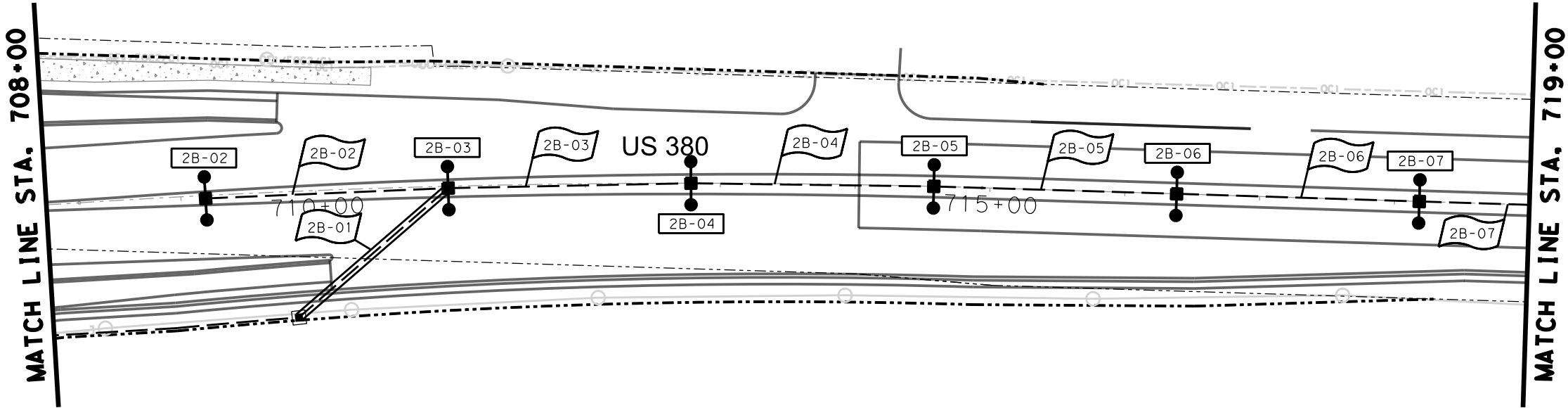
US 380 ILLUMINATION LAYOUT

SHEET 02 OF 40			
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			08
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH(FT)	CKT NO.	COMMENTS
2B-02	ROADWAY LIGHTING ASSEMBLY (TY 2)	709+18	2 RT	30	8	2B	
2B-03	ROADWAY LIGHTING ASSEMBLY (TY 2)	710+98	1 RT	30	8	2B	
2B-04	ROADWAY LIGHTING ASSEMBLY (TY 2)	712+78	CENTER	30	8	2B	
2B-05	ROADWAY LIGHTING ASSEMBLY (TY 2)	714+57	CENTER	30	8	2B	
2B-06	ROADWAY LIGHTING ASSEMBLY (TY 2)	716+38	CENTER	30	8	2B	
2B-07	ROADWAY LIGHTING ASSEMBLY (TY 2)	718+18	CENTER	30	8	2B	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6		#8		#6		#8		
		2"		2"		1"		(BARE)		(BARE)		(XHHW)		(XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
2B-02	180	1	180							1	186			2	372	
2B-03	180	1	180							1	186			2	372	
2B-04	180	1	180							1	186			2	372	
2B-05	180	1	180							1	186			2	372	
2B-06	180	1	180							1	186			2	372	
2B-07	180	1	180							1	186			2	372	
TOTALS		1,080		0		0		0		1,116		0		2,232		

NOTE: CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	1,080
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,116
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,232
624	6002	GROUND BOX TY A (122311) W/APRON	EA	1
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

INTERIM REVIEW ONLY

DOCUMENT INCOMPLETE: NOT INTENDED FOR PERMIT, BIDDING OR CONSTRUCTION.

ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020



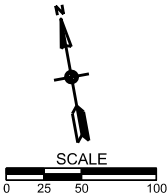
MALDONADO - BURKETT

Engineers | Surveyors | Contractors
TBPE # 10258 TBPLS # 10194235
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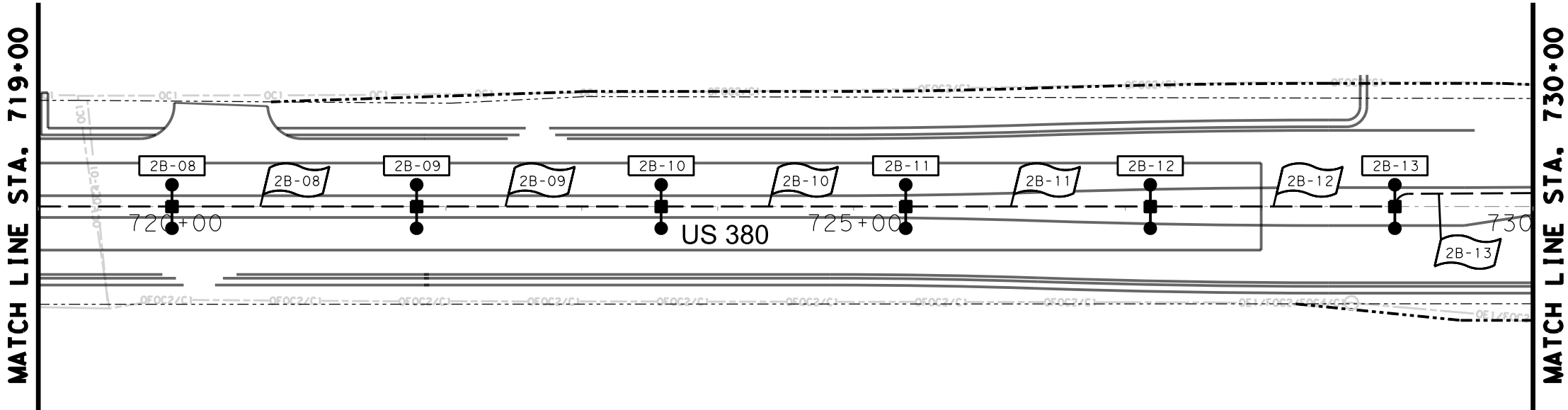
US 380 ILLUMINATION LAYOUT

SHEET 03 OF 40			
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			09
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH(FT)	CKT NO.	COMMENTS
2B-08	ROADWAY LIGHTING ASSEMBLY (TY 2)	719+98	CENTER	30	8	2B	
2B-09	ROADWAY LIGHTING ASSEMBLY (TY 2)	721+78	CENTER	30	8	2B	
2B-10	ROADWAY LIGHTING ASSEMBLY (TY 2)	723+58	CENTER	30	8	2B	
2B-11	ROADWAY LIGHTING ASSEMBLY (TY 2)	725+39	CENTER	30	8	2B	
2B-12	ROADWAY LIGHTING ASSEMBLY (TY 2)	727+18	CENTER	30	8	2B	
2B-13	ROADWAY LIGHTING ASSEMBLY (TY 2)	728+98	CENTER	30	8	2B	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6		#8		#6		#8		
		2"		2"		1"		(BARE)		(BARE)		(XHHW)		(XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
2B-08	180	1	180							1	186			2	372	
2B-09	180	1	180							1	186			2	372	
2B-10	180	1	180							1	186			2	372	
2B-11	180	1	180							1	186			2	372	
2B-12	180	1	180							1	186			2	372	
2B-13	186	1	186							1	192			2	384	
TOTALS		1,086		0		0		0		1,122		0		2,244		

NOTE: CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	1,086
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,122
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,244
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

INTERIM REVIEW ONLY

DOCUMENT INCOMPLETE: NOT INTENDED FOR PERMIT, BIDDING OR CONSTRUCTION.

ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020



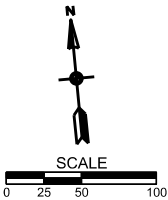
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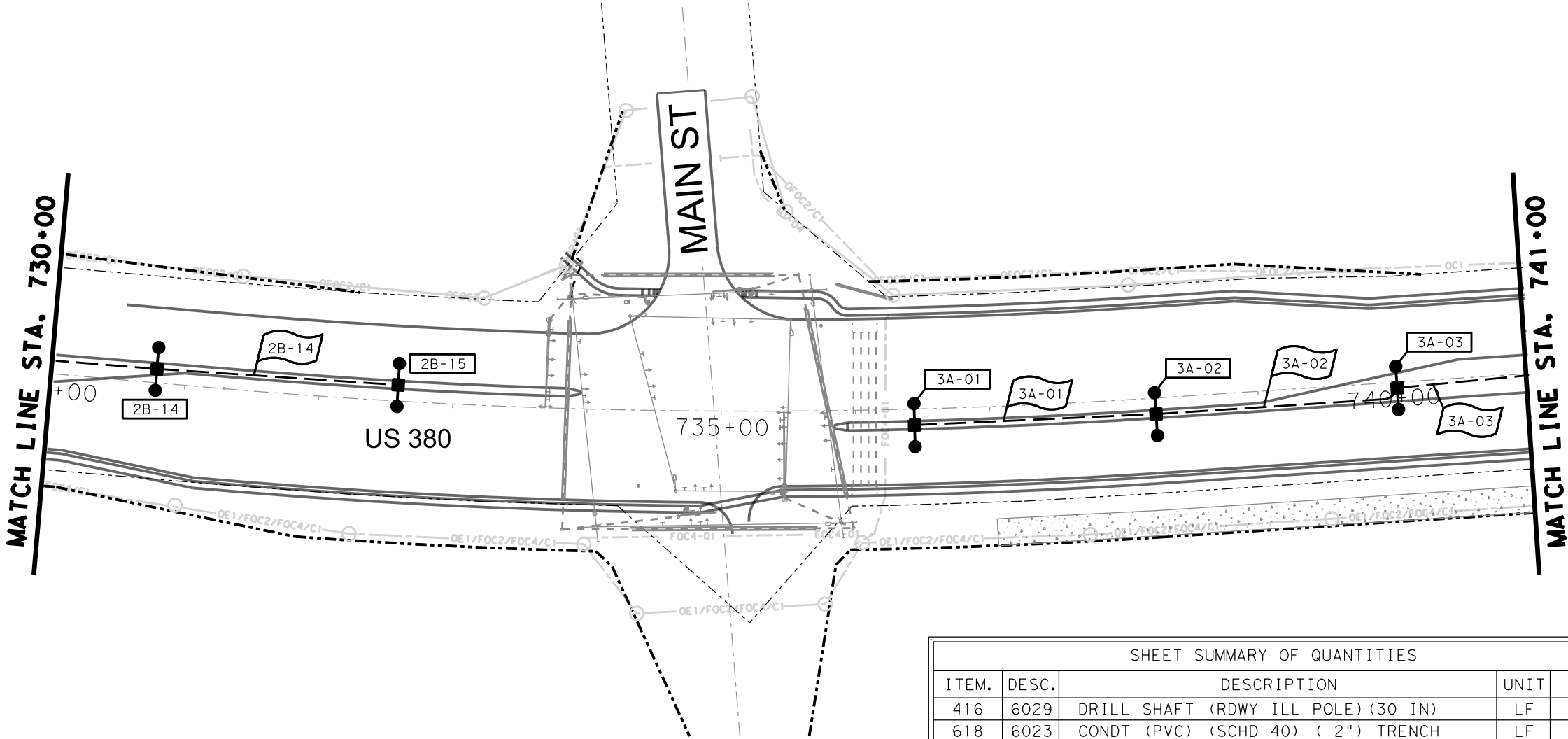
US 380 ILLUMINATION LAYOUT

SHEET 04 OF 40			
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			10
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH(FT)	CKT NO.	COMMENTS
2B-14	ROADWAY LIGHTING ASSEMBLY (TY 2)	730+78	10 LT	30	8	2B	
2B-15	ROADWAY LIGHTING ASSEMBLY (TY 2)	732+59	12 LT	30	8	2B	
3A-01	ROADWAY LIGHTING ASSEMBLY (TY 2)	736+44	12 RT	30	8	3A	
3A-02	ROADWAY LIGHTING ASSEMBLY (TY 2)	738+23	12 RT	30	8	3A	
3A-03	ROADWAY LIGHTING ASSEMBLY (TY 2)	740+40	4 RT	30	8	3A	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		RM				RM				
		TRENCH		BORE				#6		#8		#6		#8		
		2"		2"		1"		(BARE)		(BARE)		(XHHW)		(XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
2B-14	180	1	180							1	186			2	372	
3A-01	183	1	183							1	189			2	378	
3A-02	183	1	183							1	189			2	378	
3A-03	212	1	212							1	218			2	436	
TOTALS		758		0		0		0		782		0		1,564		

NOTE: CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	40
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	758
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	782
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	1,564
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	5

INTERIM REVIEW ONLY

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020



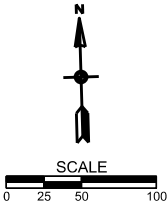
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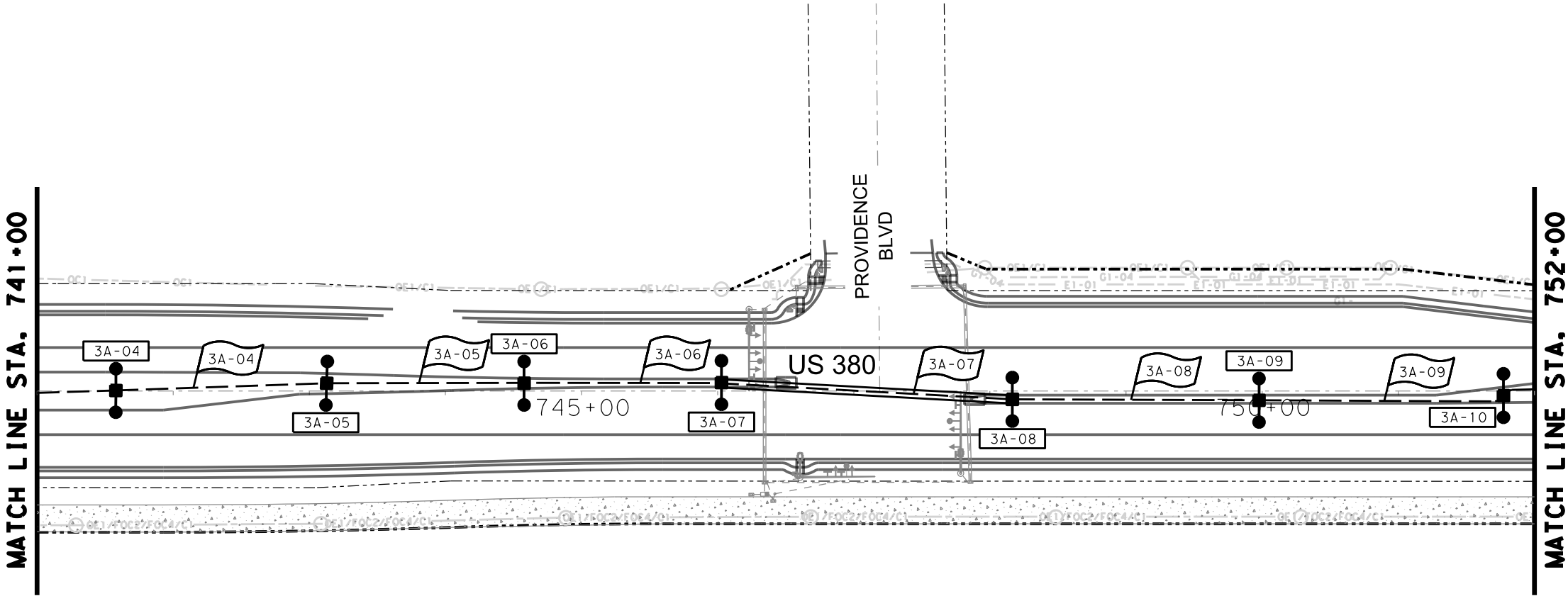
US 380 ILLUMINATION LAYOUT

SHEET 05 OF 40			
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			11
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH(FT)	CKT NO.	COMMENTS
3A-04	ROADWAY LIGHTING ASSEMBLY (TY 2)	741+58	CENTER	30	8	3A	
3A-05	ROADWAY LIGHTING ASSEMBLY (TY 2)	743+12	6 LT	30	8	3A	
3A-06	ROADWAY LIGHTING ASSEMBLY (TY 2)	744+58	6 LT	30	8	3A	
3A-07	ROADWAY LIGHTING ASSEMBLY (TY 2)	746+3	6 LT	30	8	3A	
3A-08	ROADWAY LIGHTING ASSEMBLY (TY 2)	748+16	6 RT	30	8	3A	
3A-09	ROADWAY LIGHTING ASSEMBLY (TY 2)	749+98	7 RT	30	8	3A	
3A-10	ROADWAY LIGHTING ASSEMBLY (TY 2)	751+77	3 RT	30	8	3A	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6		#8		#6		#8		
		2"		2"		1"		(BARE)		(BARE)		(XHHW)		(XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
3A-04	155	1	155							1	161			2	322	
3A-05	146	1	146							1	152			2	304	
3A-06	145	1	145							1	151			2	302	
3A-07	215			1	215					1	221			2	442	
3A-08	182	1	182							1	188			2	376	
3A-09	182	1	182							1	188			2	376	
TOTALS		810		215		0		0		1,061		0		2,122		

NOTE: CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	56
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	810
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	215
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,061
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,122
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	7

INTERIM REVIEW ONLY

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020



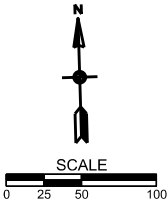
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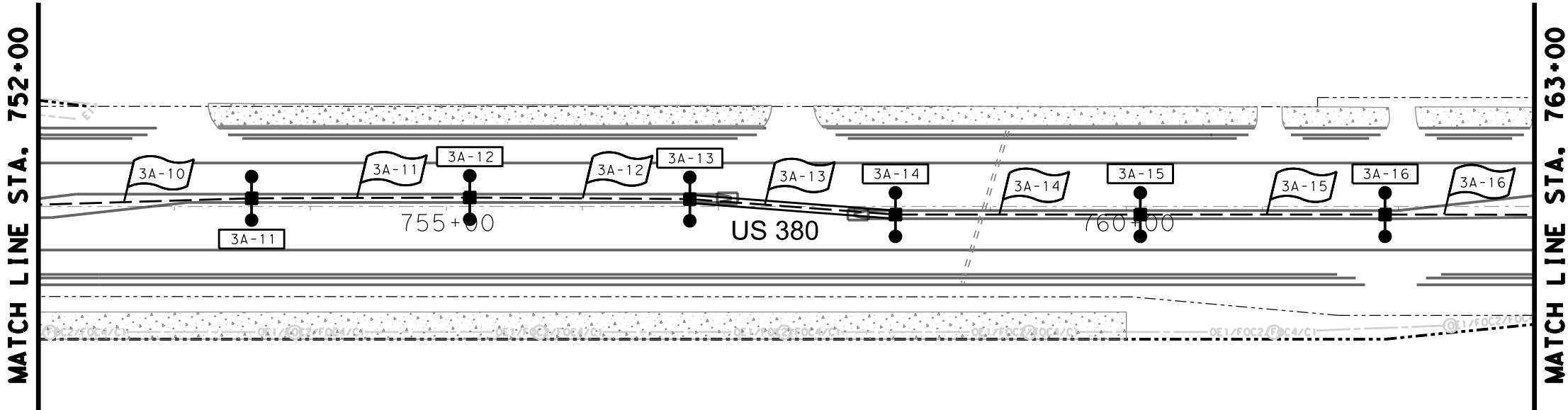
US 380 ILLUMINATION LAYOUT

SHEET 06 OF 40			
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			12
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
3A-11	ROADWAY LIGHTING ASSEMBLY (TY 2)	753+57	6 LT	30	8	3A	
3A-12	ROADWAY LIGHTING ASSEMBLY (TY 2)	755+17	7 LT	30	8	3A	
3A-13	ROADWAY LIGHTING ASSEMBLY (TY 2)	756+79	5 LT	30	8	3A	
3A-14	ROADWAY LIGHTING ASSEMBLY (TY 2)	758+30	6 RT	30	8	3A	
3A-15	ROADWAY LIGHTING ASSEMBLY (TY 2)	760+10	6 RT	30	8	3A	
3A-16	ROADWAY LIGHTING ASSEMBLY (TY 2)	761+90	6 RT	30	8	3A	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																	
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS	
		SCH 40 PVC				RM		GROUND				POWER					
		TRENCH		BORE				#6		#8		#6		#8			
		2"		2"		1"		(BARE)		(BARE)		(XHHW)		(XHHW)			
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF		
3A-10	181	1	181							1	187			2	374		
3A-11	161	1	161							1	167			2	334		
3A-12	162	1	162							1	168			2	336		
3A-13	152			1	152					1	158			2	316		
3A-14	180	1	180							1	186			2	372		
3A-15	180	1	180							1	186			2	372		
3A-16	182	1	182							1	188			2	376		
TOTALS		1,046		152		0		0		1,240		0		2,480			

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	1,046
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	152
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,240
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,480
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

INTERIM REVIEW ONLY

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020



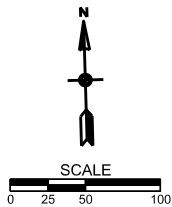
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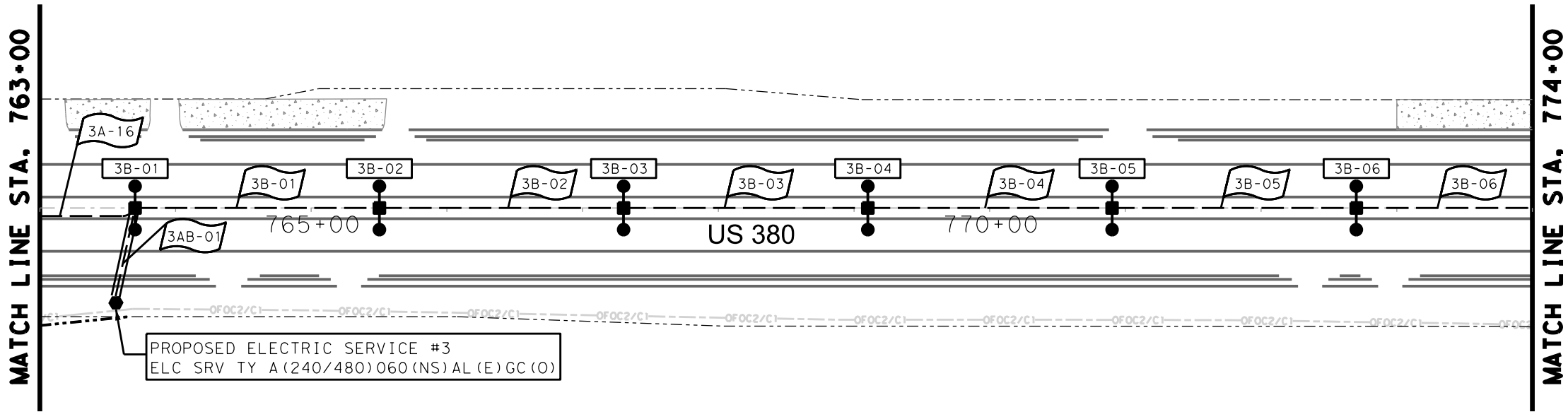
US 380 ILLUMINATION LAYOUT

SHEET 07 OF 40			
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			13
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH(FT)	CKT NO.	COMMENTS
3B-01	ROADWAY LIGHTING ASSEMBLY (TY 2)	763+70	CENTER	30	8	3B	
3B-02	ROADWAY LIGHTING ASSEMBLY (TY 2)	765+50	CENTER	30	8	3B	
3B-03	ROADWAY LIGHTING ASSEMBLY (TY 2)	767+30	CENTER	30	8	3B	
3B-04	ROADWAY LIGHTING ASSEMBLY (TY 2)	769+10	CENTER	30	8	3B	
3B-05	ROADWAY LIGHTING ASSEMBLY (TY 2)	770+90	CENTER	30	8	3B	
3B-06	ROADWAY LIGHTING ASSEMBLY (TY 2)	772+70	CENTER	30	8	3B	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6		#8		#6		#8		
		2"		2"		1"		(BARE)		(BARE)		(XHHW)		(XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
3AB-01	72			1	72					1	78			4	312	
3B-01	180	1	180							1	186			2	372	
3B-02	180	1	180							1	186			2	372	
3B-03	180	1	180							1	186			2	372	
3B-04	180	1	180							1	186			2	372	
3B-05	180	1	180							1	186			2	372	
3B-06	180	1	180							1	186			2	372	
TOTALS		1,080		72		0		0		1,194		0		2,544		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	1,080
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	72
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,194
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,544
628	6031	ELEC SRV TY A (240/480) 60 (NS) AL (E) GC (O)	EA	1
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020



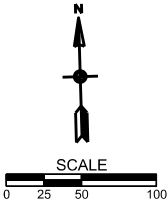
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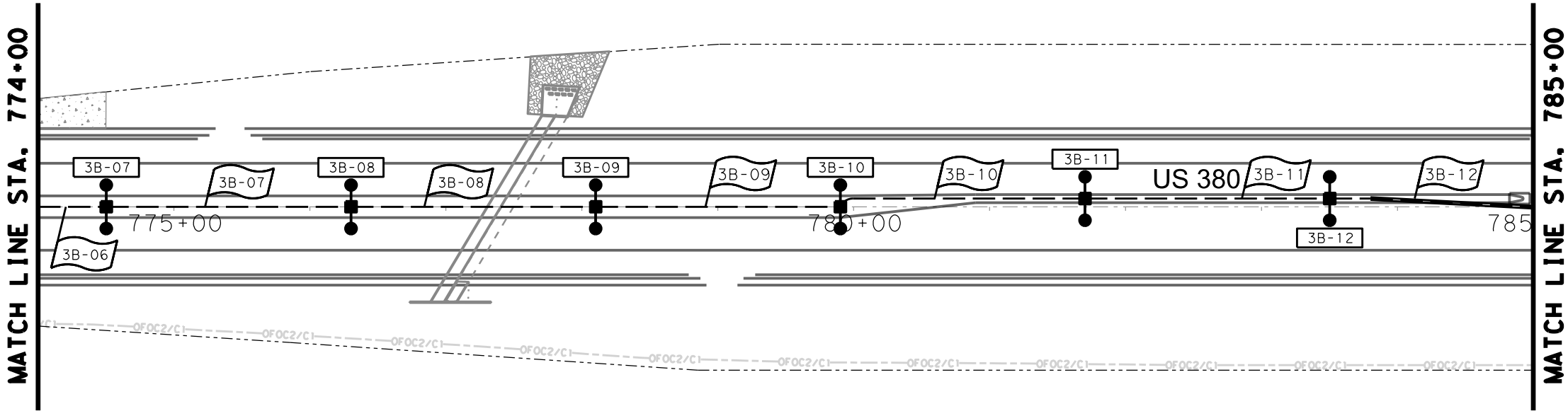
US 380 ILLUMINATION LAYOUT

SHEET 08 OF 40			
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			14
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH(FT)	CKT NO.	COMMENTS
3B-07	ROADWAY LIGHTING ASSEMBLY (TY 2)	774+50	CENTER	30	8	3B	
3B-08	ROADWAY LIGHTING ASSEMBLY (TY 2)	776+30	CENTER	30	8	3B	
3B-09	ROADWAY LIGHTING ASSEMBLY (TY 2)	778+10	CENTER	30	8	3B	
3B-10	ROADWAY LIGHTING ASSEMBLY (TY 2)	779+90	CENTER	30	8	3B	
3B-11	ROADWAY LIGHTING ASSEMBLY (TY 2)	781+70	6 LT	30	8	3B	
3B-12	ROADWAY LIGHTING ASSEMBLY (TY 2)	783+50	6 LT	30	8	3B	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6		#8		#6		#8		
		2"		2"		1"		(BARE)		(BARE)		(XHHW)		(XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
3B-07	180	1	180							1	186			2	372	
3B-08	180	1	180							1	186			2	372	
3B-09	180	1	180							1	186			2	372	
3B-10	183	1	183							1	189			2	378	
3B-11	180	1	180							1	186			2	372	
3B-12	258	1	30	1	228					1	264			2	528	
TOTALS		933		228		0		0		1,197		0		2,394		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH
TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	933
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	228
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,197
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,394
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020



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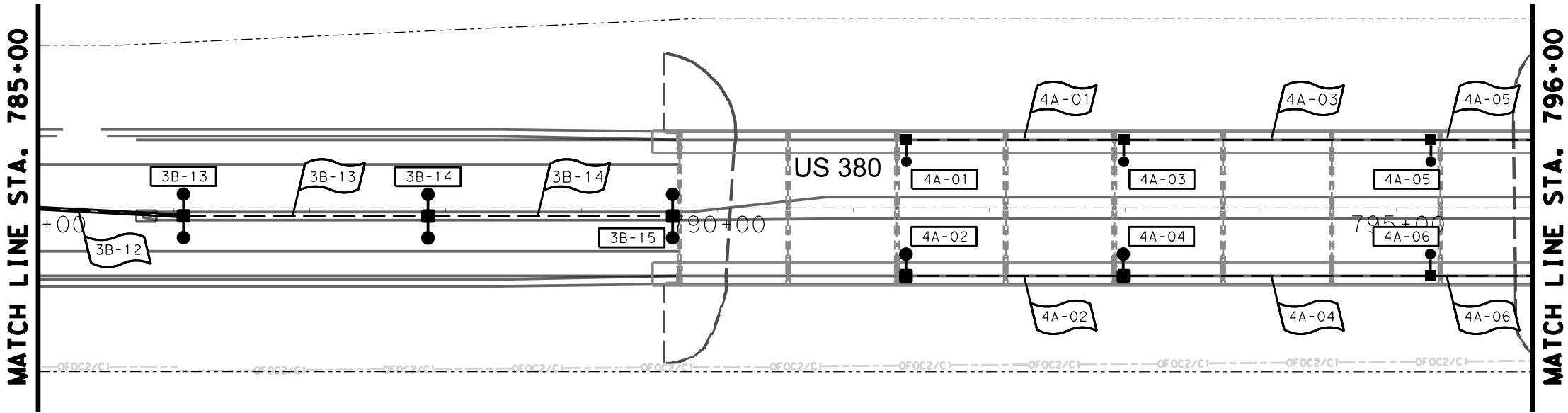
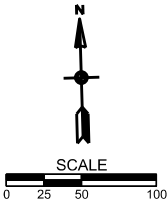
US 380 ILLUMINATION LAYOUT

SHEET 09 OF 40			
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			15
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH(FT)	CKT NO.	COMMENTS
3B-13	ROADWAY LIGHTING ASSEMBLY (TY 2)	786+07	6 RT	30	8	3B	
3B-14	ROADWAY LIGHTING ASSEMBLY (TY 2)	787+87	6 RT	30	8	3B	
3B-15	ROADWAY LIGHTING ASSEMBLY (TY 2)	789+67	6 RT	30	8	3B	
4A-01	IN RD IL (TY SA) 30B-8 (250W EQ) LED	791+39	50 LT	#		4A	
4A-02	IN RD IL (TY SA) 30B-8 (250W EQ) LED	791+39	50 RT	#		4A	
4A-03	IN RD IL (TY SA) 30B-8 (250W EQ) LED	792+99	50 LT	#		4A	
4A-04	IN RD IL (TY SA) 30B-8 (250W EQ) LED	792+99	50 RT	#		4A	
4A-05	IN RD IL (TY SA) 30B-8 (250W EQ) LED	795+25	50 LT	#		4A	
4A-06	IN RD IL (TY SA) 30B-8 (250W EQ) LED	795+25	50 RT	#		4A	

MOUNTED ON BRIDGE BRACKET

LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6		#8		#6		#8		
		2"		2"		1"		(BARE)		(BARE)		(XHHW)		(XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
3B-13	180	1	180							1	186			2	372	
3B-14	180	1	180							1	186			2	372	
4A-01	160	1	160							1	166			2	332	EMBEDDED IN BRIDGE DECK
4A-02	160	1	160							1	166			2	332	EMBEDDED IN BRIDGE DECK
4A-03	226	1	226							1	232			2	464	EMBEDDED IN BRIDGE DECK
4A-04	226	1	226							1	232			2	464	EMBEDDED IN BRIDGE DECK
4A-05	126	1	126							1	132			2	264	EMBEDDED IN BRIDGE DECK
4A-06	126	1	126							1	132			2	264	EMBEDDED IN BRIDGE DECK
TOTALS		1,384		0		0		0		1,432		0		2,864		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	24
610	6146	IN RD IL (TY SA) 30B-8 (250W EQ) LED	EA	6
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	1,384
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,432
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,864
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	3

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020

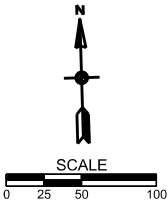


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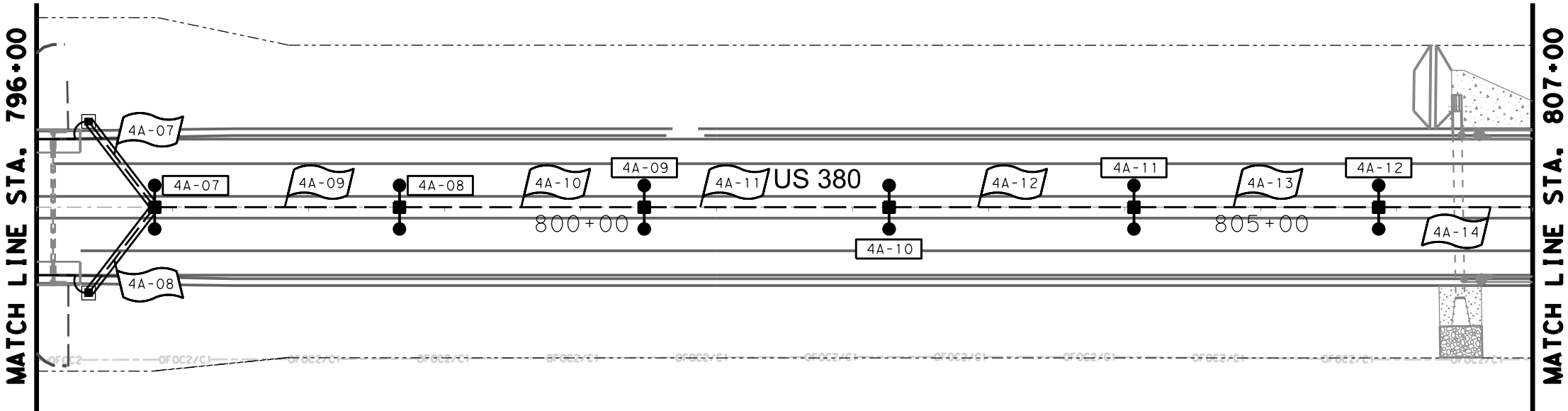
US 380 ILLUMINATION LAYOUT

SHEET 10 OF 40			
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			16
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH(FT)	CKT NO.	COMMENTS
4A-07	ROADWAY LIGHTING ASSEMBLY (TY 2)	796+87	CENTER	30	8	4A	
4A-08	ROADWAY LIGHTING ASSEMBLY (TY 2)	798+67	CENTER	30	8	4A	
4A-09	ROADWAY LIGHTING ASSEMBLY (TY 2)	800+47	CENTER	30	8	4A	
4A-10	ROADWAY LIGHTING ASSEMBLY (TY 2)	802+27	CENTER	30	8	4A	
4A-11	ROADWAY LIGHTING ASSEMBLY (TY 2)	804+07	CENTER	30	8	4A	
4A-12	ROADWAY LIGHTING ASSEMBLY (TY 2)	805+87	CENTER	30	8	4A	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6		#8		#6		#8		
		2"		2"		1"		(BARE)		(BARE)		(XHHW)		(XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
4A-07	80			1	80					1	86			2	172	
4A-08	80			1	80					1	86			2	172	
4A-09	180	1	180							1	186			2	372	
4A-10	180	1	180							1	186			2	372	
4A-11	180	1	180							1	186			2	372	
4A-12	180	1	180							1	186			2	372	
4A-13	180	1	180							1	186			2	372	
4A-14	180	1	180							1	186			2	372	
TOTALS		1,080		160		0		0		1,288		0		2,576		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	48
618	6023	COND (PVC) (SCHD 40) (2") TRENCH	LF	1,080
618	6024	COND (PVC) (SCHD 40) (2") BORE	LF	160
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,288
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,576
624	6002	GROUND BOX TY A (122311) W/APRON	EA	2
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

INTERIM REVIEW ONLY

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020



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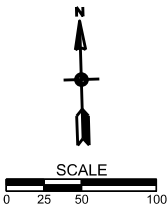
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US 380 ILLUMINATION LAYOUT

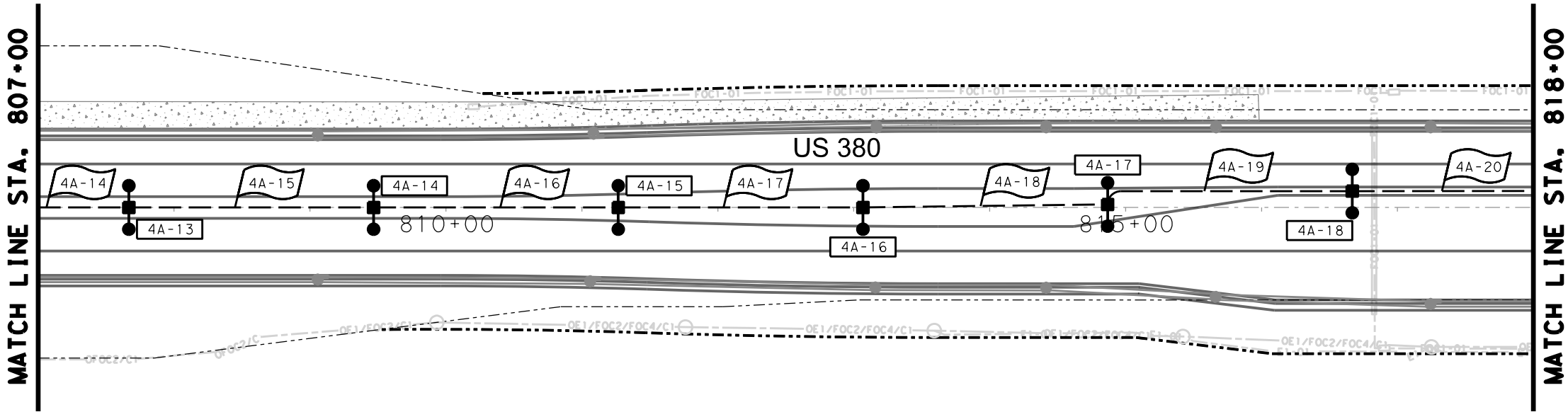
SHEET 11 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			17
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH(FT)	CKT NO.	COMMENTS
4A-13	ROADWAY LIGHTING ASSEMBLY (TY 2)	807+67	CENTER	30	8	4A	
4A-14	ROADWAY LIGHTING ASSEMBLY (TY 2)	809+47	CENTER	30	8	4A	
4A-15	ROADWAY LIGHTING ASSEMBLY (TY 2)	811+27	CENTER	30	8	4A	
4A-16	ROADWAY LIGHTING ASSEMBLY (TY 2)	813+07	CENTER	30	8	4A	
4A-17	ROADWAY LIGHTING ASSEMBLY (TY 2)	814+87	CENTER	30	8	4A	
4A-18	ROADWAY LIGHTING ASSEMBLY (TY 2)	816+67	12 LT	30	8	4A	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6		#8		#6		#8		
		2"		2"		1"		(BARE)		(BARE)		(XHHW)		(XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
4A-15	180	1	180							1	186			2	372	
4A-16	180	1	180							1	186			2	372	
4A-17	180	1	180							1	186			2	372	
4A-18	180	1	180							1	186			2	372	
4A-19	185	1	185							1	191			2	382	
4A-20	180	1	180							1	186			2	372	
TOTALS		1,085		0		0		0		1,121		0		2,242		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH
TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	1,085
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,121
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,242
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020



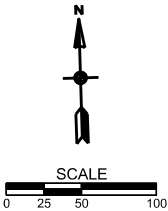
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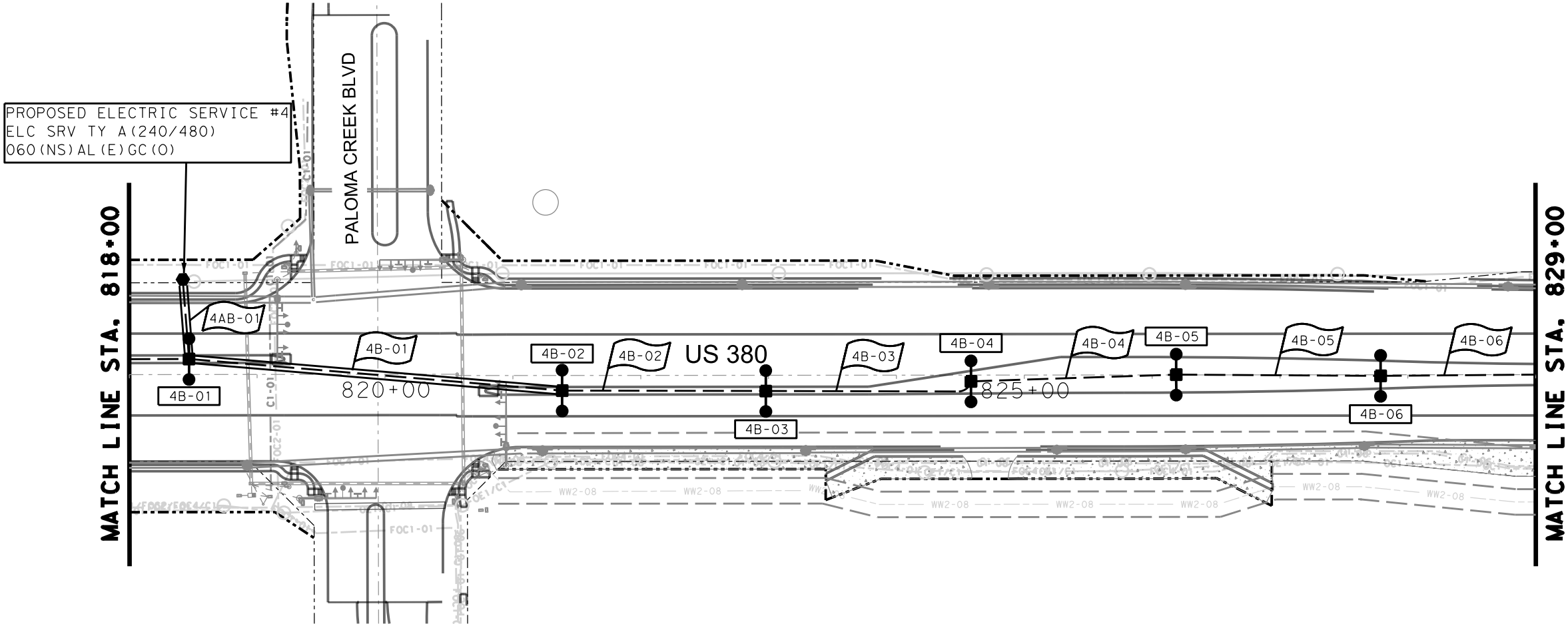
US 380 ILLUMINATION LAYOUT

SHEET 12 OF 40			
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			18
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH(FT)	CKT NO.	COMMENTS
4B-01	ROADWAY LIGHTING ASSEMBLY (TY 2)	818+47	12 LT	30	8	4B	
4B-02	ROADWAY LIGHTING ASSEMBLY (TY 2)	821+39	12 RT	30	8	4B	
4B-03	ROADWAY LIGHTING ASSEMBLY (TY 2)	822+98	12 RT	30	8	4B	
4B-04	ROADWAY LIGHTING ASSEMBLY (TY 2)	824+58	5 RT	30	8	4B	
4B-05	ROADWAY LIGHTING ASSEMBLY (TY 2)	826+18	CENTER	30	8	4B	
4B-06	ROADWAY LIGHTING ASSEMBLY (TY 2)	827+79	CENTER	30	8	4B	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART													
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT				ITEM 620-ELECTRICAL CONDUCTORS							
		SCH 40 PVC		RM		GROUND				POWER			
		TRENCH		BORE									
		2"		2"		1"		#6 (BARE)		#8 (BARE)		#6 (XHHW)	
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF
4AB-01	63			1	63					1	69		4
4B-01	293			1	293					1	299		2
4B-02	160	1	160							1	166		2
4B-03	165	1	165							1	171		2
4B-04	161	1	161							1	167		2
4B-05	160	1	160							1	166		2
4B-06	160	1	160							1	166		2
TOTALS		806		356		0		0		1,204		0	2,546

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	806
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	356
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,204
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,546
628	6031	ELEC SRV TY A (240/480) 60(NS)AL(E)GC(O)	EA	1
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

INTERIM REVIEW ONLY

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020



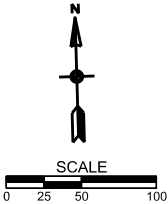
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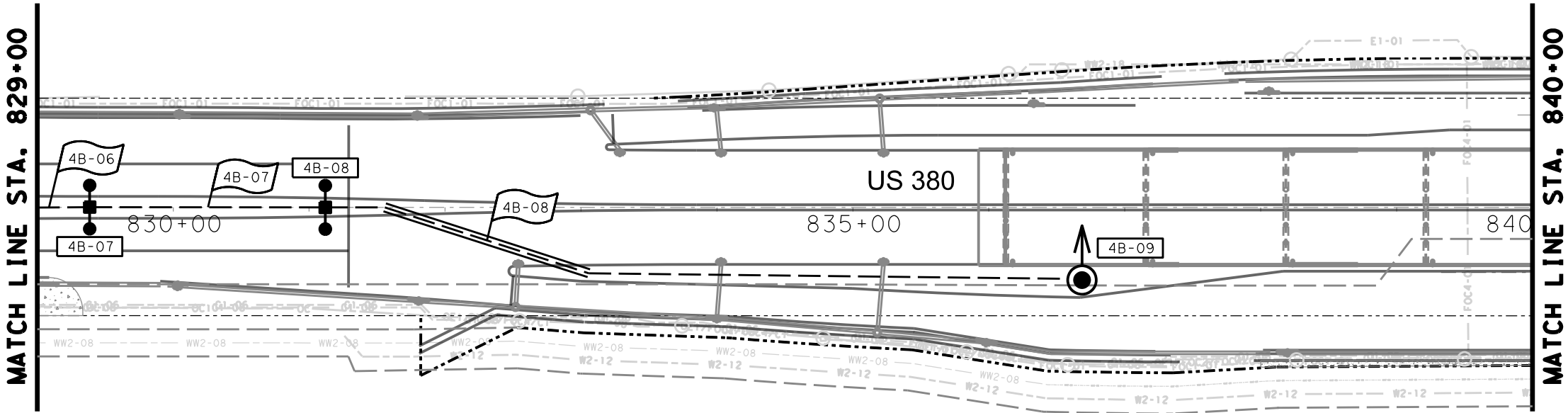
US 380 ILLUMINATION LAYOUT

SHEET 13 OF 40			
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			19
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH(FT)	CKT NO.	COMMENTS
4B-07	ROADWAY LIGHTING ASSEMBLY (TY 2)	829+39	CENTER	30	8	4B	
4B-08	ROADWAY LIGHTING ASSEMBLY (TY 2)	831+12	CENTER	30	8	4B	
4B-09	HI MST IL POLE (150 FT) (80 MPH)	836+69	53 RT			4B	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6		#8		#6		#8		
		2"		2"		1"		(BARE)		(BARE)		(XHHW)		(XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
4B-07	174	1	174							1	180			2	360	
4B-08	566	1	409	1	157					1	572			2	1144	
TOTALS		583		157		0		0		752		0		1,504		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6026	DRILL SHAFT (HIGH MAST POLE) (60 IN)	LF	30
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	16
432	6001	RIPRAP (CONC) (4 IN)	CY	3
613	6005	HI MST IL POLE (150 FT) (80 MPH)	EA	1
614	6008	LED HI MST IL ASM (6 FIXT) (ASYM) (TY B)	EA	1
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	583
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	157
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	752
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	1,504
624	6001	GROUND BOX TY A (122311)	EA	1
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	2

INTERIM REVIEW ONLY

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020



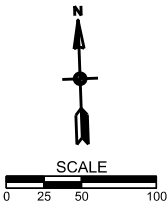
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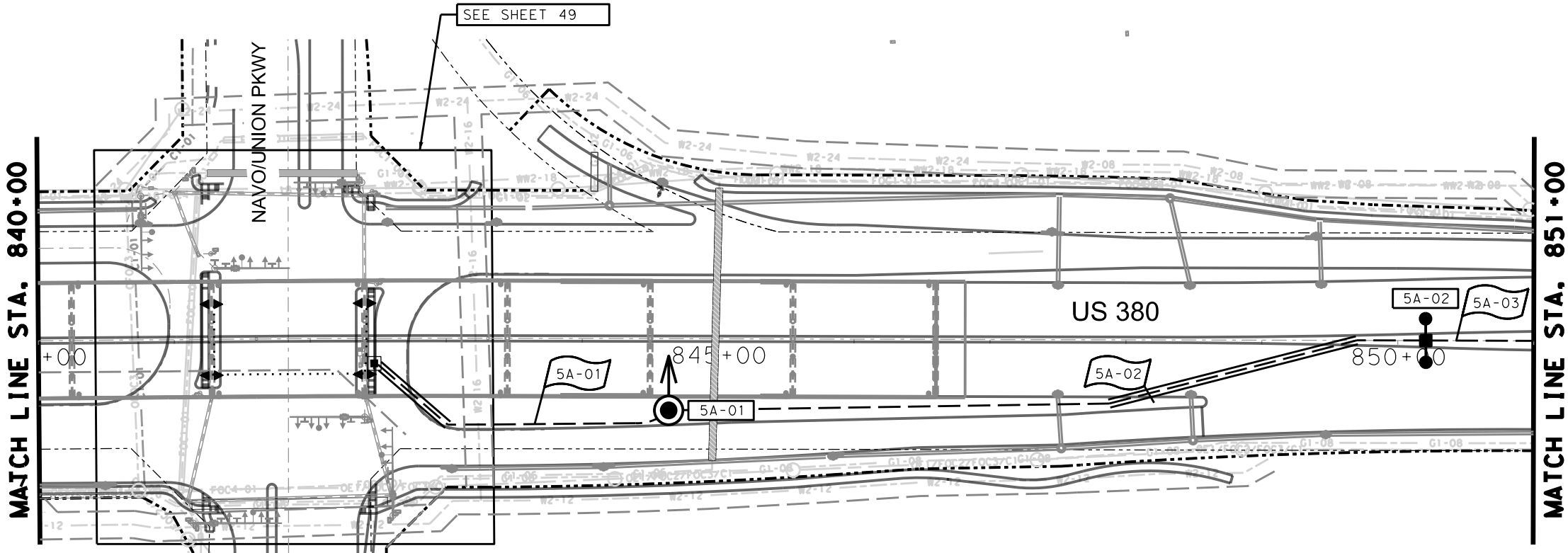
US 380 ILLUMINATION LAYOUT

SHEET 14 OF 40			
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			20
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH(FT)	CKT NO.	COMMENTS
5A-01	HI MST IL POLE (150 FT) (80 MPH)	844+64	53 RT			5A	
5A-02	ROADWAY LIGHTING ASSEMBLY (TY 2)	850+21	CENTER	30	8	5A	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6		#8		#6		#8		
		2"		2"		1"		(BARE)		(BARE)		(XHHW)		(XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
5A-01	236	1	165	1	71					1	242			2	484	
5A-02	564	1	379	1	185					1	570			2	1140	
5A-03	180	1	180							1	186			2	372	
TOTALS		724		256		0		0		998		0		1,996		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6026	DRILL SHAFT (HIGH MAST POLE) (60 IN)	LF	30
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	8
432	6001	RIPRAP (CONC) (4 IN)	CY	3
613	6005	HI MST IL POLE (150 FT) (80 MPH)	EA	1
614	6008	LED HI MST IL ASM (6 FIXT) (ASYM) (TY B)	EA	1
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	724
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	256
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	998
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	1,996
624	6001	GROUND BOX TY A (122311)	EA	1
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	1

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020



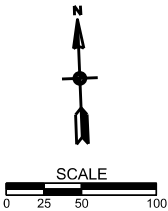
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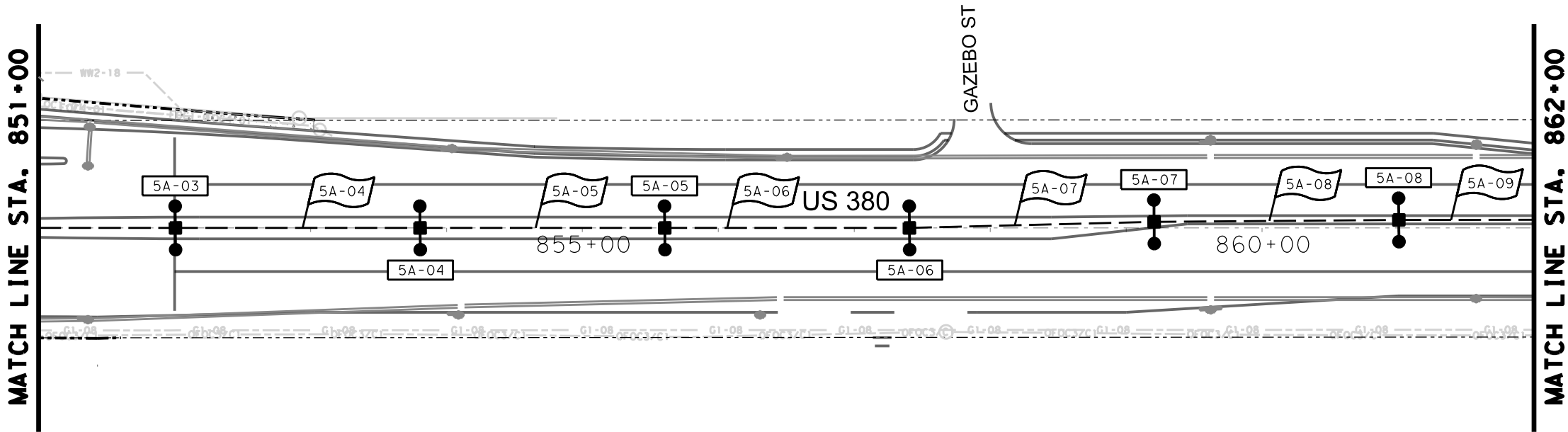
US 380 ILLUMINATION LAYOUT

SHEET 15 OF 40		
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
		21
STATE	DIST.	COUNTY
TEXAS	DALLAS	DENTON
CONT.	SECT.	JOB
0135	10	050
HIGHWAY NO.		
US 380		

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH(FT)	CKT NO.	COMMENTS
5A-03	ROADWAY LIGHTING ASSEMBLY (TY 2)	852+00	CENTER	30	8	5A	
5A-04	ROADWAY LIGHTING ASSEMBLY (TY 2)	853+81	CENTER	30	8	5A	
5A-05	ROADWAY LIGHTING ASSEMBLY (TY 2)	855+61	CENTER	30	8	5A	
5A-06	ROADWAY LIGHTING ASSEMBLY (TY 2)	857+41	CENTER	30	8	5A	
5A-07	ROADWAY LIGHTING ASSEMBLY (TY 2)	859+21	5 LT	30	8	5A	
5A-08	ROADWAY LIGHTING ASSEMBLY (TY 2)	861+00	6 LT	30	8	5A	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6		#8		#6		#8		
		2"		2"		1"		(BARE)		(BARE)		(XHHW)		(XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
5A-04	180	1	180							1	186			2	372	
5A-05	180	1	180							1	186			2	372	
5A-06	180	1	180							1	186			2	372	
5A-07	180	1	180							1	186			2	372	
5A-08	180	1	180							1	186			2	372	
5A-09	180	1	180							1	186			2	372	
TOTALS		1,080		0		0		0		1,116		0		2,232		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	1,080
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,116
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,232
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020



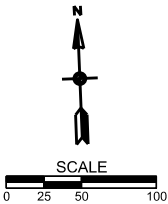
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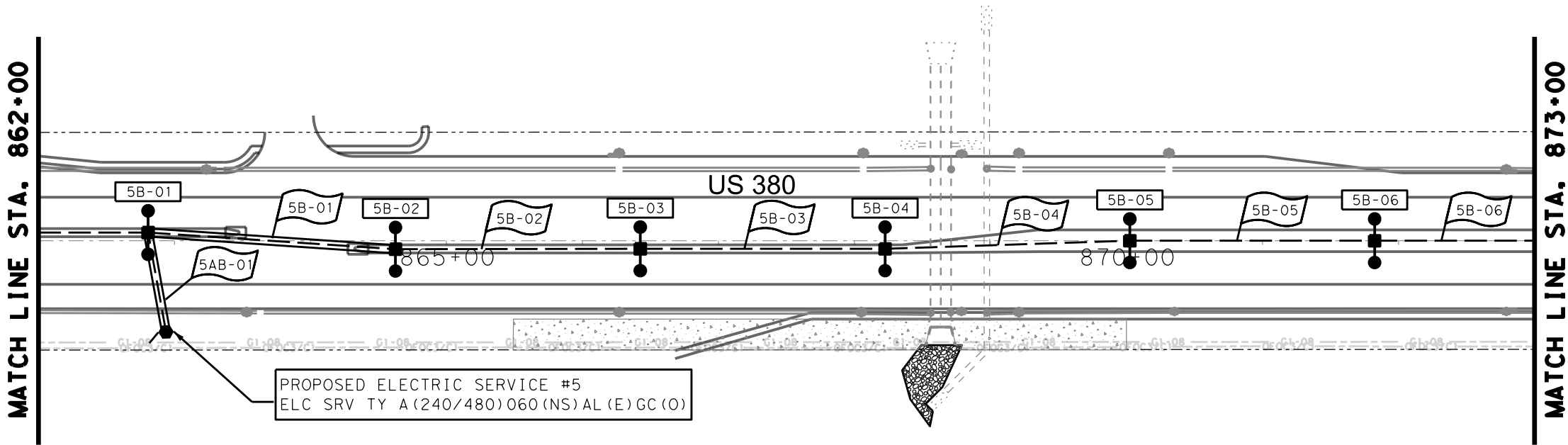
US 380 ILLUMINATION LAYOUT

SHEET 16 OF 40			
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			22
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH(FT)	CKT NO.	COMMENTS
5B-01	ROADWAY LIGHTING ASSEMBLY (TY 2)	862+81	6 LT	30	8	5B	
5B-02	ROADWAY LIGHTING ASSEMBLY (TY 2)	864+63	6 RT	30	8	5B	
5B-03	ROADWAY LIGHTING ASSEMBLY (TY 2)	866+43	6 RT	30	8	5B	
5B-04	ROADWAY LIGHTING ASSEMBLY (TY 2)	868+23	6 RT	30	8	5B	
5B-05	ROADWAY LIGHTING ASSEMBLY (TY 2)	870+03	CENTER	30	8	5B	
5B-06	ROADWAY LIGHTING ASSEMBLY (TY 2)	871+83	CENTER	30	8	5B	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6		#8		#6		#8		
		2"		2"		1"		(BARE)		(BARE)		(XHHW)		(XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
5BA-01	75			1	75					1	81			4	324	
5B-01	183			1	183					1	189			2	378	
5B-02	180	1	180							1	186			2	372	
5B-03	180	1	180							1	186			2	372	
5B-04	181	1	181							1	187			2	374	
5B-05	80	1	80							1	86			2	172	
5B-06	80	1	80							1	86			2	172	
TOTALS		701		258		0		0		1,001		0		2,164		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	48
618	6023	COND (PVC) (SCHD 40) (2") TRENCH	LF	701
618	6024	COND (PVC) (SCHD 40) (2") BORE	LF	258
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,001
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,164
628	6031	ELEC SRV TY A (240/480) 60 (NS) AL (E) GC (O)	EA	1
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

INTERIM REVIEW ONLY

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020



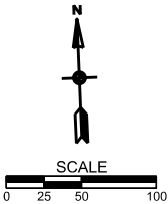
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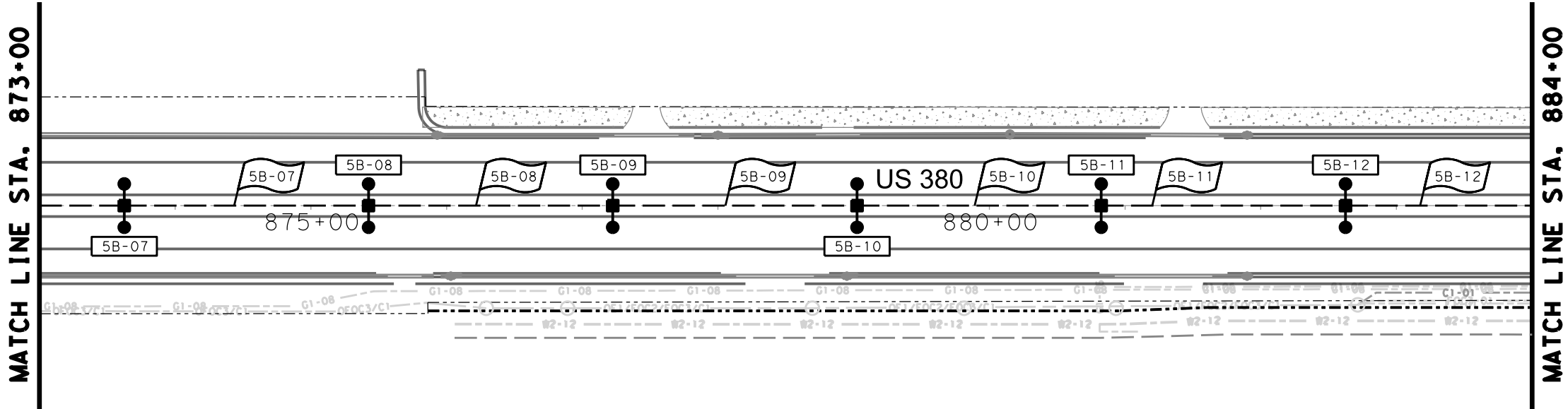
US 380 ILLUMINATION LAYOUT

SHEET 17 OF 40			
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			23
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH(FT)	CKT NO.	COMMENTS
5B-07	ROADWAY LIGHTING ASSEMBLY (TY 2)	873+63	CENTER	30	8	5B	
5B-08	ROADWAY LIGHTING ASSEMBLY (TY 2)	875+43	CENTER	30	8	5B	
5B-09	ROADWAY LIGHTING ASSEMBLY (TY 2)	877+23	CENTER	30	8	5B	
5B-10	ROADWAY LIGHTING ASSEMBLY (TY 2)	879+03	CENTER	30	8	5B	
5B-11	ROADWAY LIGHTING ASSEMBLY (TY 2)	880+83	CENTER	30	8	5B	
5B-12	ROADWAY LIGHTING ASSEMBLY (TY 2)	882+63	CENTER	30	8	5B	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6		#8		#6		#8		
		2"		2"		1"		(BARE)		(BARE)		(XHHW)		(XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
5B-07	180	1	180							1	186			2	372	
5B-08	180	1	180							1	186			2	372	
5B-09	180	1	180							1	186			2	372	
5B-10	180	1	180							1	186			2	372	
5B-11	180	1	180							1	186			2	372	
5B-12	180	1	180							1	186			2	372	
TOTALS		1,080		0		0		0		1,116		0		2,232		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	1,080
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,116
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,232
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

INTERIM REVIEW ONLY

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020



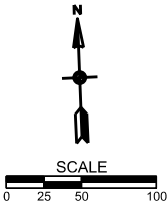
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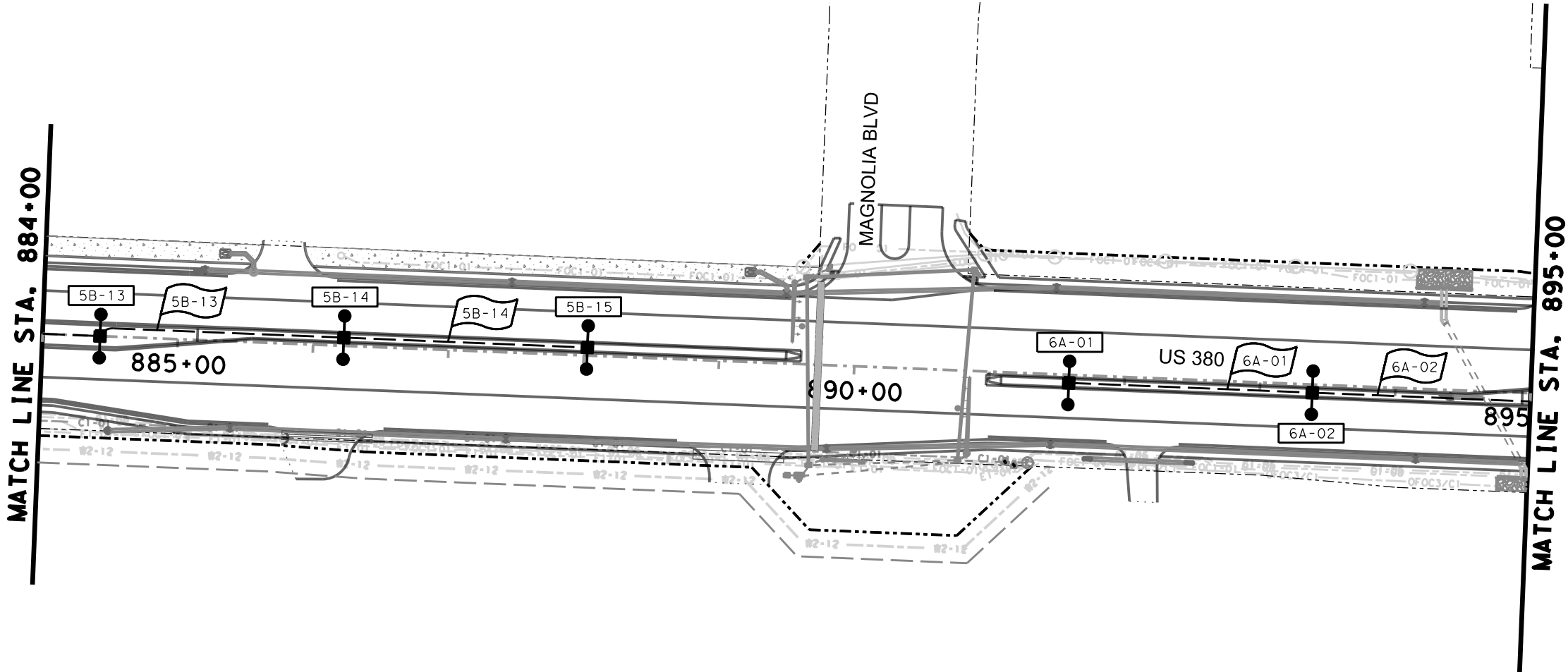
US 380 ILLUMINATION LAYOUT

SHEET 18 OF 40			
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			24
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
5B-13	ROADWAY LIGHTING ASSEMBLY (TY 2)	884+43	CENTER	30	8	5B	
5B-14	ROADWAY LIGHTING ASSEMBLY (TY 2)	886+23	CENTER	30	8	5B	
5B-15	ROADWAY LIGHTING ASSEMBLY (TY 2)	888+03	CENTER	30	8	5B	
6A-01	ROADWAY LIGHTING ASSEMBLY (TY 2)	891+59	6 RT	30	8	6A	
6A-02	ROADWAY LIGHTING ASSEMBLY (TY 2)	893+36	6 RT	30	8	6A	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6		#8		#6		#8		
		2"		2"		1"		(BARE)		(BARE)		(XHHW)		(XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
5B-13	183	1	183							1	189			2	378	
5B-14	180	1	180							1	186			2	372	
6A-01	180	1	180					1	186			2	372			
6A-02	182	1	182					1	188			2	376			
TOTALS		725		0		0		374		375		748		750		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	40
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	725
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	375
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	750
620	6009	ELECTRIC CONDR (NO 6) BARE	LF	374
620	6010	ELECTRIC CONDR (NO 6) INSULATED	LF	748
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	5

INTERIM REVIEW ONLY

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020



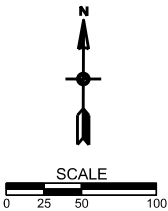
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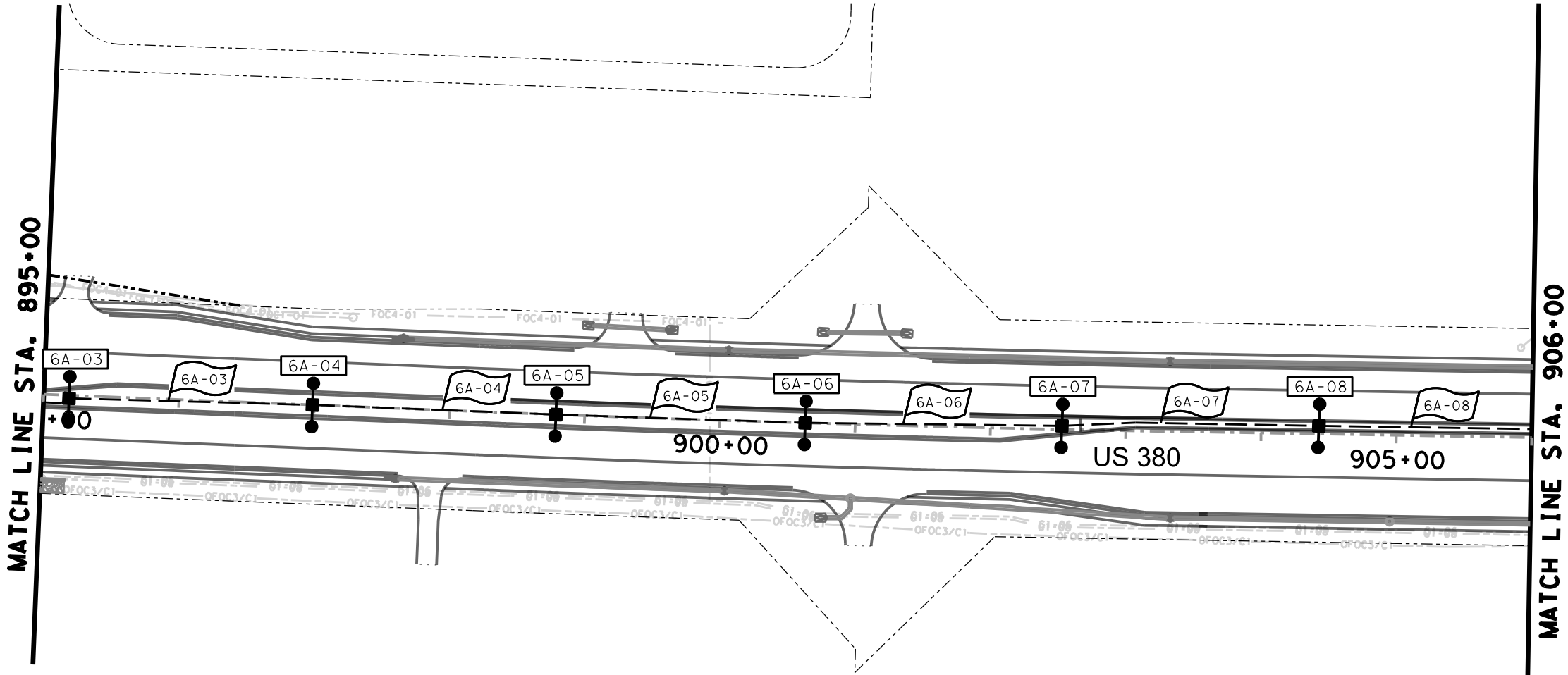
US 380 ILLUMINATION LAYOUT

SHEET 19 OF 40			
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			25
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH(FT)	CKT NO.	COMMENTS
6A-03	ROADWAY LIGHTING ASSEMBLY (TY 2)	895+19	2 RT	30	8	6A	
6A-04	ROADWAY LIGHTING ASSEMBLY (TY 2)	897+00	CENTER	30	8	6A	
6A-05	ROADWAY LIGHTING ASSEMBLY (TY 2)	898+79	CENTER	30	8	6A	
6A-06	ROADWAY LIGHTING ASSEMBLY (TY 2)	900+63	CENTER	30	8	6A	
6A-07	ROADWAY LIGHTING ASSEMBLY (TY 2)	902+53	2 LT	30	8	6A	
6A-08	ROADWAY LIGHTING ASSEMBLY (TY 2)	904+43	6 LT	30	8	6A	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6		#8		#6		#8		
		2"		2"		1"		(BARE)		(BARE)		(XHHW)		(XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
6A-03	182	1	182					1	188			2	376			
6A-04	180	1	180					1	186			2	372			
6A-05	185	1	185					1	191			2	382			
6A-06	190	1	190					1	196			2	392			
6A-07	190	1	190					1	196			2	392			
6A-08	191	1	191					1	197			2	394			
TOTALS		1,118		0		0		1,154		0		2,308		0		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6'ADDITIONAL LENGTH
TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	1,118
620	6009	ELECTRIC CONDR (NO 6) BARE	LF	1,154
620	6010	ELECTRIC CONDR (NO 6) INSULATED	LF	2,308
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

INTERIM REVIEW ONLY

DOCUMENT INCOMPLETE: NOT INTENDED
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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020



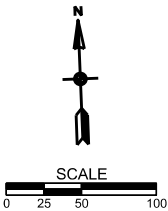
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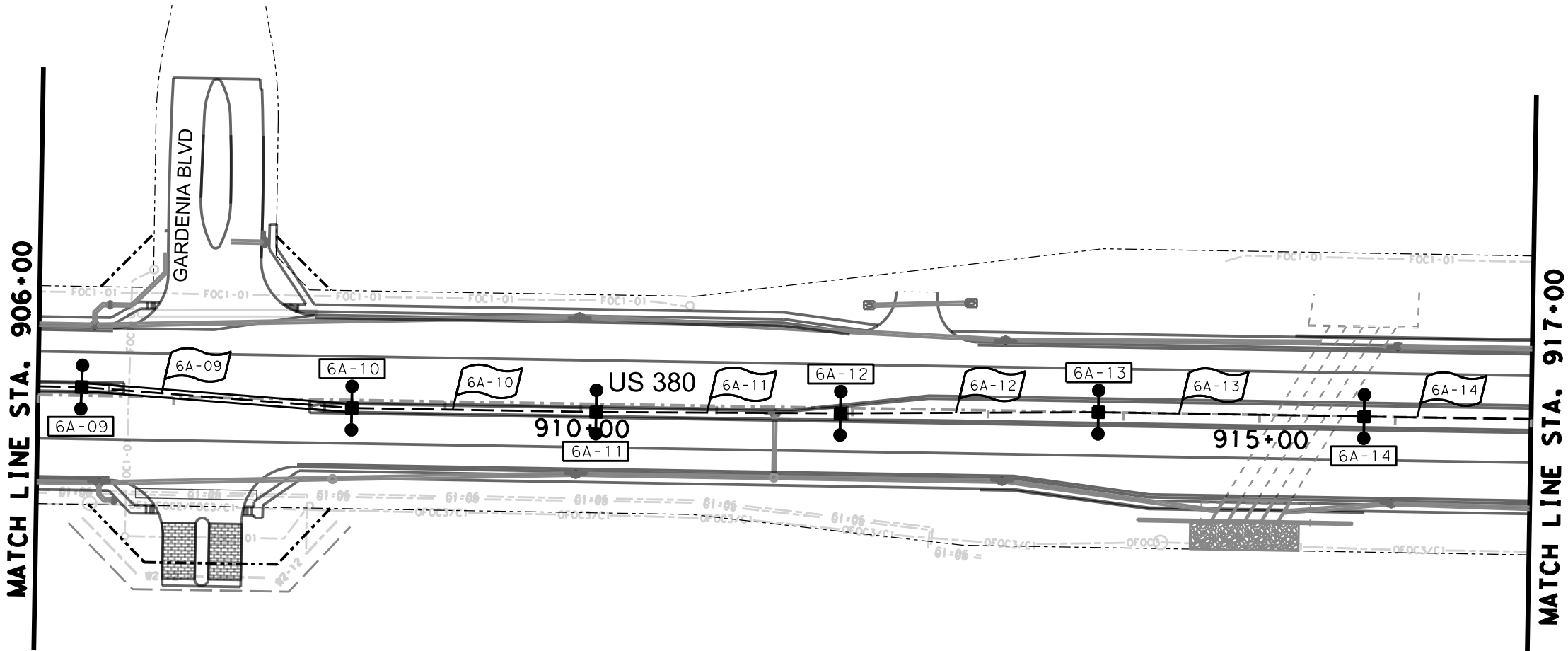
US 380 ILLUMINATION LAYOUT

SHEET 20 OF 40			
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			26
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH(FT)	CKT NO.	COMMENTS
6A-09	ROADWAY LIGHTING ASSEMBLY (TY 2)	906+33	7 LT	30	8	6A	
6A-10	ROADWAY LIGHTING ASSEMBLY (TY 2)	908+31	6 RT	30	8	6A	
6A-11	ROADWAY LIGHTING ASSEMBLY (TY 2)	910+11	6 RT	30	8	6A	
6A-12	ROADWAY LIGHTING ASSEMBLY (TY 2)	911+91	4 RT	30	8	6A	
6A-13	ROADWAY LIGHTING ASSEMBLY (TY 2)	913+80	CENTER	30	8	6A	
6A-14	ROADWAY LIGHTING ASSEMBLY (TY 2)	915+77	CENTER	30	8	6A	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6		#8		#6		#8		
		2"		2"		1"		(BARE)		(BARE)		(XHHW)		(XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
6A-09	200			1	200			1	206			2	412			
6A-10	180	1	180					1	186			2	372			
6A-11	179	1	179					1	185			2	370			
6A-12	190	1	190					1	196			2	392			
6A-13	197	1	197					1	203			2	406			
6A-14	150	1	150					1	156			2	312			
TOTALS		896		200		0		1,132		0		2,264		0		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	896
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	200
620	6009	ELECTRIC CONDR (NO 6) BARE	LF	1,132
620	6010	ELECTRIC CONDR (NO 6) INSULATED	LF	2,264
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

INTERIM REVIEW ONLY

DOCUMENT INCOMPLETE: NOT INTENDED FOR PERMIT, BIDDING OR CONSTRUCTION.

ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020



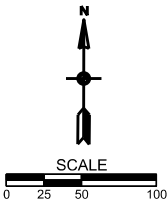
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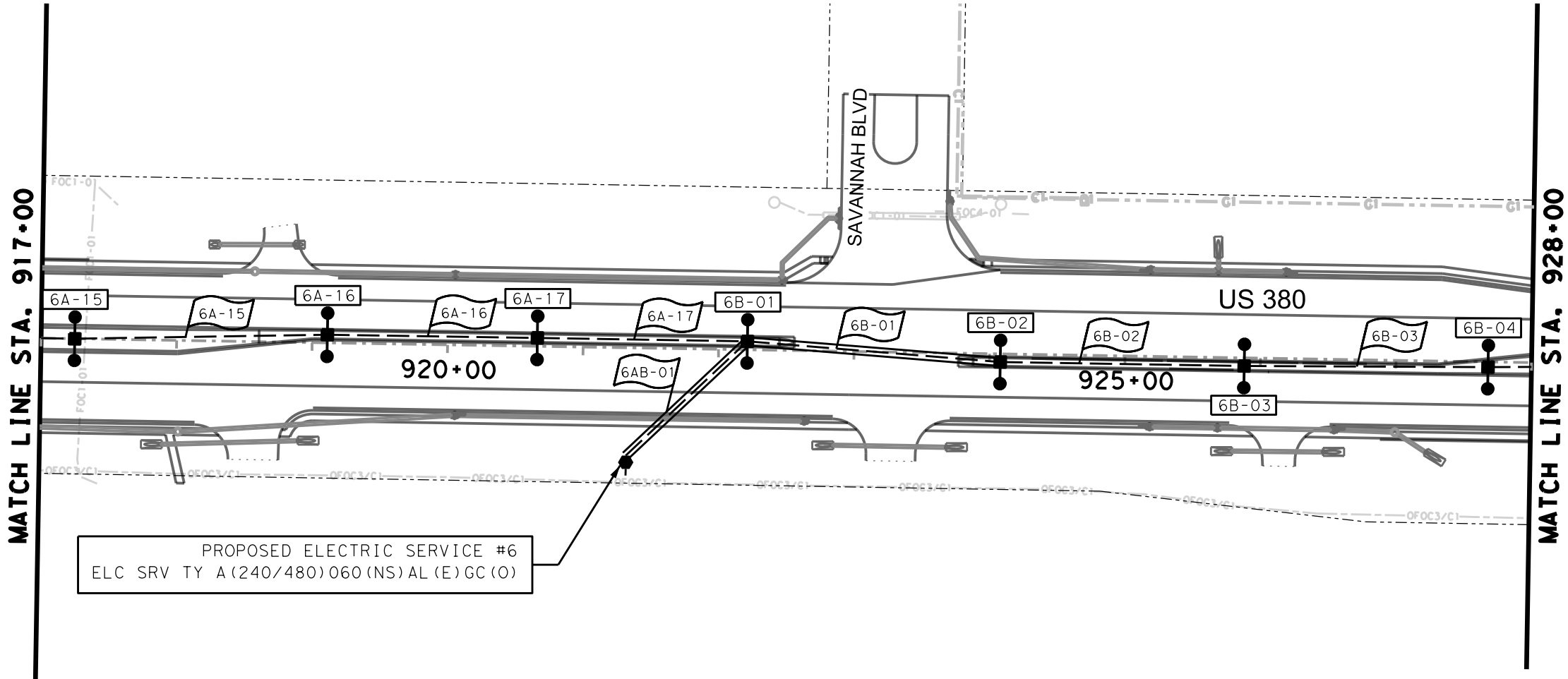
US 380 ILLUMINATION LAYOUT

SHEET 21 OF 40			
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			27
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH(FT)	CKT NO.	COMMENTS
6A-15	ROADWAY LIGHTING ASSEMBLY (TY 2)	917+25	CENTER	30	8	6A	
6A-16	ROADWAY LIGHTING ASSEMBLY (TY 2)	919+11	6 LT	30	8	6A	
6A-17	ROADWAY LIGHTING ASSEMBLY (TY 2)	920+66	6 LT	30	8	6A	
6B-01	ROADWAY LIGHTING ASSEMBLY (TY 2)	922+20	6 LT	30	8	6B	
6B-02	ROADWAY LIGHTING ASSEMBLY (TY 2)	924+08	6 RT	30	8	6B	
6B-03	ROADWAY LIGHTING ASSEMBLY (TY 2)	925+88	6 RT	30	8	6B	
6B-04	ROADWAY LIGHTING ASSEMBLY (TY 2)	927+67	6 RT	30	8	6B	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6		#8		#6		#8		
		2"		2"		1"		(BARE)		(BARE)		(XHHW)		(XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
6A-15	187	1	187					1	193			2	386			
6A-16	155	1	155					1	161			2	322			
6A-17	155	1	155					1	161			2	322			
6AB-01	127			1	127			1	133			4	532			
6B-01	188		188	1	188			1	194			2	388			
6B-02	180	1	180					1	186			2	372			
6B-03	180	1	180					1	186			2	372			
TOTALS		857		315		0		1,214		0		2,694		0		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	56
618	6023	COND (PVC) (SCHD 40) (2") TRENCH	LF	857
618	6024	COND (PVC) (SCHD 40) (2") BORE	LF	315
620	6009	ELECTRIC CONDR (NO 6) BARE	LF	1,214
620	6010	ELECTRIC CONDR (NO 6) INSULATED	LF	2,694
628	6031	ELEC SRV TY A (240/480) 60 (NS) AL (E) GC (O)	EA	1
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	7

INTERIM REVIEW ONLY

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020



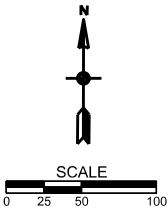
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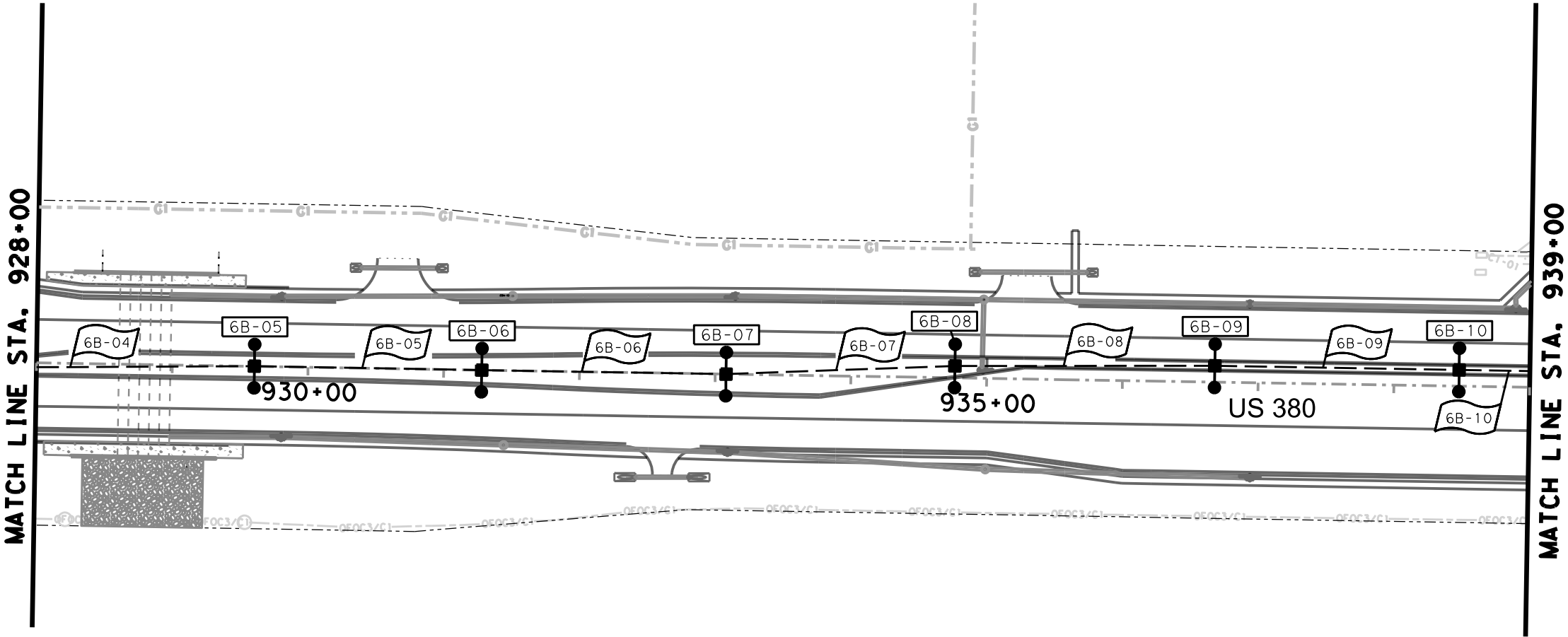
US 380 ILLUMINATION LAYOUT

SHEET 22 OF 40			
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			28
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH(FT)	CKT NO.	COMMENTS
6B-05	ROADWAY LIGHTING ASSEMBLY (TY 2)	929+61	CENTER	30	8	6B	
6B-06	ROADWAY LIGHTING ASSEMBLY (TY 2)	931+28	CENTER	30	8	6B	
6B-07	ROADWAY LIGHTING ASSEMBLY (TY 2)	933+08	CENTER	30	8	6B	
6B-08	ROADWAY LIGHTING ASSEMBLY (TY 2)	934+77	9 LT	30	8	6B	
6B-09	ROADWAY LIGHTING ASSEMBLY (TY 2)	936+68	12 LT	30	8	6B	
6B-10	ROADWAY LIGHTING ASSEMBLY (TY 2)	938+48	13 LT	30	8	6B	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6		#8		#6		#8		
		2"		2"		1"		(BARE)		(BARE)		(XHHW)		(XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
6B-04	194	1	194					1	200			2	400			
6B-05	168	1	168					1	174			2	348			
6B-06	180	1	180					1	186			2	372			
6B-07	169	1	169					1	175			2	350			
6B-08	192	1	192					1	198			2	396			
6B-09	180	1	180					1	186			2	372			
6B-10	300	1	125	1	175			1	306			2	612			
TOTALS		1,208		175		0		1,425		0		2,850		0		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	1,208
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	175
620	6009	ELECTRIC CONDR (NO 6) BARE	LF	1,425
620	6010	ELECTRIC CONDR (NO 6) INSULATED	LF	2,850
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

INTERIM REVIEW ONLY

DOCUMENT INCOMPLETE: NOT INTENDED FOR PERMIT, BIDDING OR CONSTRUCTION.

ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020



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US 380 ILLUMINATION LAYOUT

SHEET 23 OF 40			
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			29
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

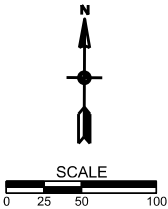
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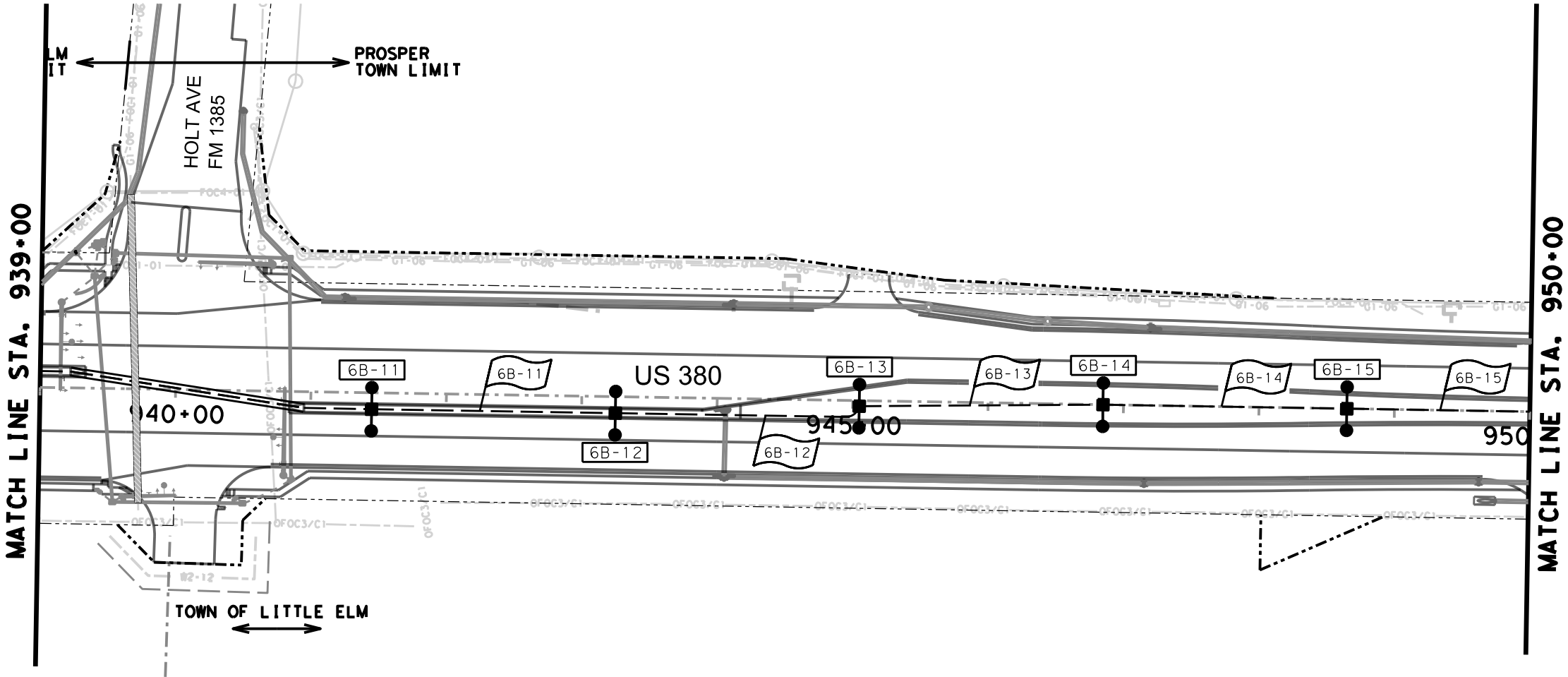
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SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH(FT)	CKT NO.	COMMENTS
6B-11	ROADWAY LIGHTING ASSEMBLY (TY 2)	941+45	12 RT	30	8	6B	
6B-12	ROADWAY LIGHTING ASSEMBLY (TY 2)	943+25	12 RT	30	8	6B	
6B-13	ROADWAY LIGHTING ASSEMBLY (TY 2)	945+05	5 RT	30	8	6B	
6B-14	ROADWAY LIGHTING ASSEMBLY (TY 2)	946+85	CENTER	30	8	6B	
6B-15	ROADWAY LIGHTING ASSEMBLY (TY 2)	948+65	CENTER	30	8	6B	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6		#8		#6		#8		
		2"		2"		1"		(BARE)		(BARE)		(XHHW)		(XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
6B-11	180	1	180					1	186			2	372			
6B-12	183	1	183					1	189			2	378			
6B-13	180	1	180					1	186			2	372			
6B-14	180	1	180					1	186			2	372			
6B-15	182	1	182					1	188			2	376			
TOTALS		905		0		0		935		0		1,870		0		

NOTE: CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	40
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	905
620	6009	ELECTRIC CONDR (NO 6) BARE	LF	935
620	6010	ELECTRIC CONDR (NO 6) INSULATED	LF	1,870
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	5

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020



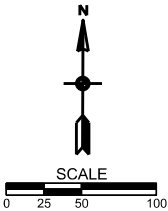
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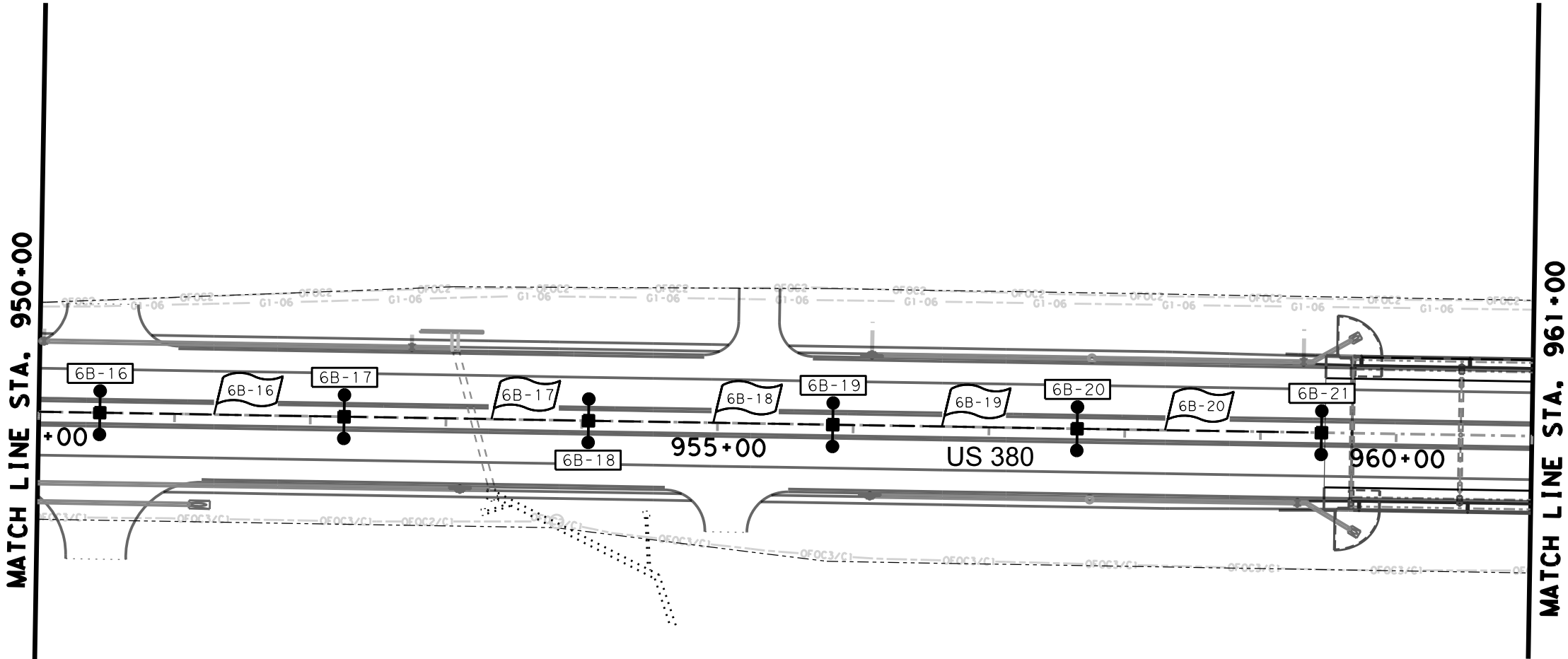
US 380 ILLUMINATION LAYOUT

SHEET 24 OF 40			
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			30
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH(FT)	CKT NO.	COMMENTS
6B-16	ROADWAY LIGHTING ASSEMBLY (TY 2)	950+45	CENTER	30	8	6B	
6B-17	ROADWAY LIGHTING ASSEMBLY (TY 2)	952+25	CENTER	30	8	6B	
6B-18	ROADWAY LIGHTING ASSEMBLY (TY 2)	954+00	CENTER	30	8	6B	
6B-19	ROADWAY LIGHTING ASSEMBLY (TY 2)	955+85	CENTER	30	8	6B	
6B-20	ROADWAY LIGHTING ASSEMBLY (TY 2)	957+65	CENTER	30	8	6B	
6B-21	ROADWAY LIGHTING ASSEMBLY (TY 2)	959+44	CENTER	30	8	6B	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6		#8		#6		#8		
		2"		2"		1"		(BARE)		(BARE)		(XHHW)		(XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
6B-16	180	1	180					1	186			2	372			
6B-17	180	1	180					1	186			2	372			
6B-18	180	1	180					1	186			2	372			
6B-19	180	1	180					1	186			2	372			
6B-20	180	1	180					1	186			2	372			
TOTALS		900		0		0		930		0		1,860		0		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	48
618	6023	COND (PVC) (SCHD 40) (2") TRENCH	LF	900
620	6009	ELECTRIC CONDR (NO 6) BARE	LF	930
620	6010	ELECTRIC CONDR (NO 6) INSULATED	LF	1,860
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020



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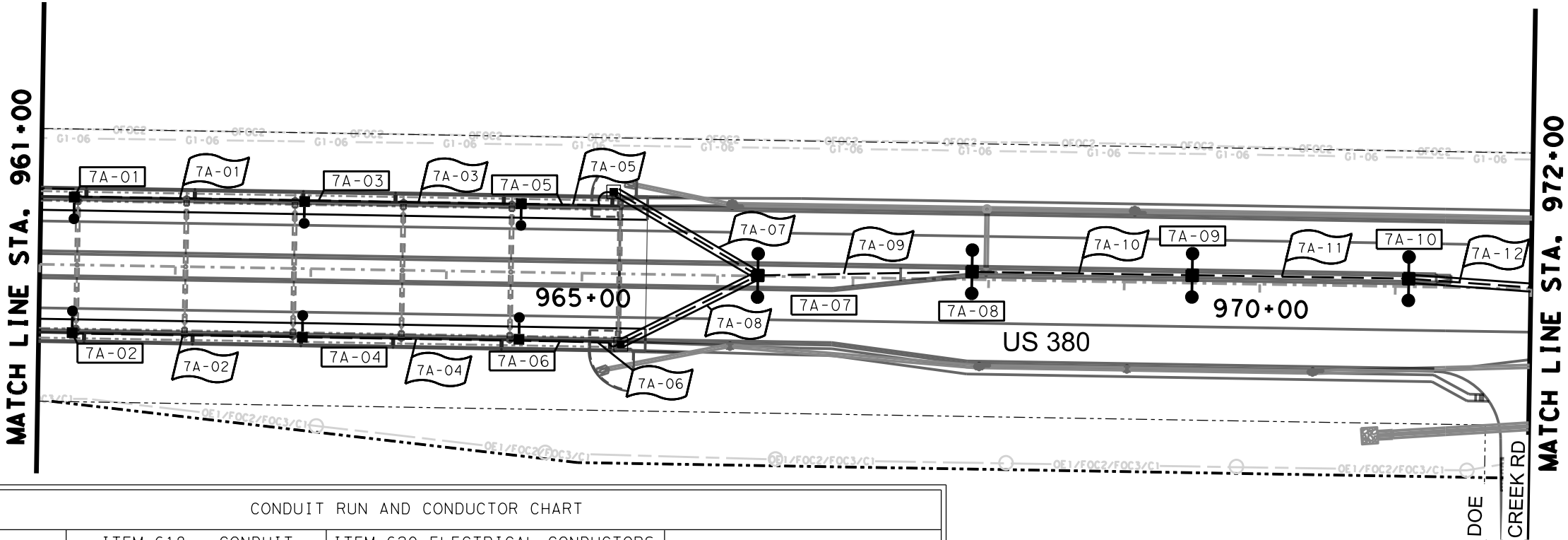
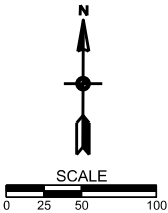
US 380 ILLUMINATION LAYOUT

SHEET 25 OF 40			
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			31
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH(FT)	CKT NO.	COMMENTS
7A-01	IN RD IL (TY SA) 30B-8 (250W EQ) LED	961+26	50 LT	#		7A	
7A-02	IN RD IL (TY SA) 30B-8 (250W EQ) LED	961+26	50 RT	#		7A	
7A-03	IN RD IL (TY SA) 30B-8 (250W EQ) LED	962+93	50 LT	#		7A	
7A-04	IN RD IL (TY SA) 30B-8 (250W EQ) LED	962+93	50 RT	#		7A	
7A-05	IN RD IL (TY SA) 30B-8 (250W EQ) LED	964+54	50 LT	#		7A	
7A-06	IN RD IL (TY SA) 30B-8 (250W EQ) LED	964+54	50 RT	#		7A	
7A-07	ROADWAY LIGHTING ASSEMBLY (TY 2)	966+30	CENTER	30	8	7A	
7A-08	ROADWAY LIGHTING ASSEMBLY (TY 2)	967+88	6 LT	30	8	7A	
7A-09	ROADWAY LIGHTING ASSEMBLY (TY 2)	969+50	6 LT	30	8	7A	
7A-10	ROADWAY LIGHTING ASSEMBLY (TY 2)	971+10	6 LT	30	8	7A	

MOUNTED ON BRIDGE BRACKET

LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE		1 "		#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		2"		2"												
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
7A-01	169	1	169							1	175			2	350	EMBEDDED IN BRIDGE DECK
7A-02	169	1	169							1	175			2	350	EMBEDDED IN BRIDGE DECK
7A-03	161	1	161							1	167			2	334	EMBEDDED IN BRIDGE DECK
7A-04	161	1	161							1	167			2	334	EMBEDDED IN BRIDGE DECK
7A-05	74	1	74							1	80			2	160	EMBEDDED IN BRIDGE DECK
7A-06	74	1	74							1	80			2	160	EMBEDDED IN BRIDGE DECK
7A-07	123			1	123					1	129			2	258	
7A-08	114			1	114					1	120			2	240	
7A-09	159	1	159							1	165			2	330	
7A-10	163	1	163							1	169			2	338	
7A-11	160	1	160							1	166			2	332	
7A-12	215			1	215					1	221			2	442	
TOTALS		1,290		452		0		0		1,814		0		3,628		

NOTE: CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	32
610	6146	IN RD IL (TY SA) 30B-8 (250W EQ) LED	EA	6
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	1,290
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	452
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,817
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	3,628
624	6002	GROUND BOX TY A (122311) W/APRON	EA	2
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	4

INTERIM REVIEW ONLY

DOCUMENT INCOMPLETE: NOT INTENDED FOR PERMIT, BIDDING OR CONSTRUCTION.

ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020



MALDONADO - BURKETT

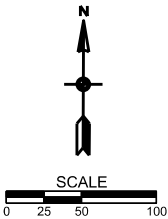
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US 380 ILLUMINATION LAYOUT

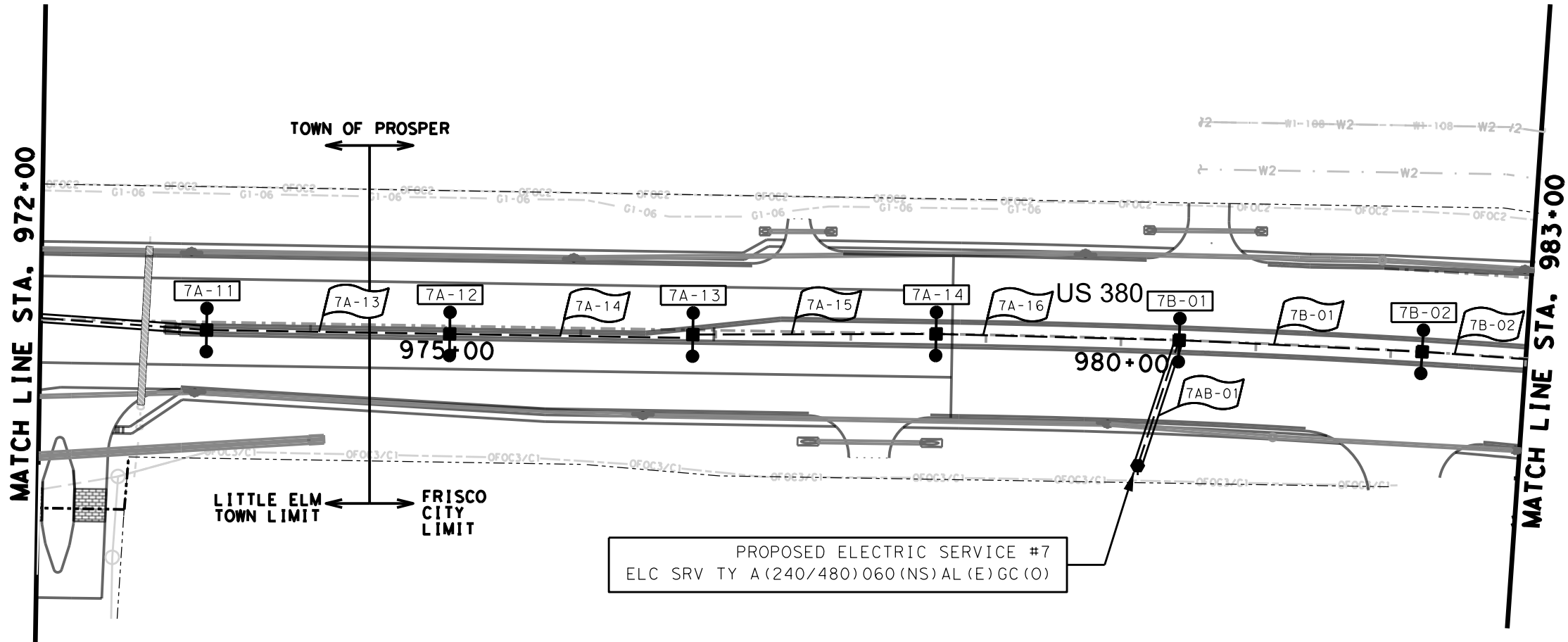
SHEET 26 OF 40

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			32
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH(FT)	CKT NO.	COMMENTS
7A-11	ROADWAY LIGHTING ASSEMBLY (TY 2)	973+23	6 RT	30	8	7A	
7A-12	ROADWAY LIGHTING ASSEMBLY (TY 2)	975+00	6 RT	30	8	7A	
7A-13	ROADWAY LIGHTING ASSEMBLY (TY 2)	976+83	4 RT	30	8	7A	
7A-14	ROADWAY LIGHTING ASSEMBLY (TY 2)	978+63	CENTER	30	8	7A	
7B-01	ROADWAY LIGHTING ASSEMBLY (TY 2)	980+44	CENTER	30	8	7B	
7B-02	ROADWAY LIGHTING ASSEMBLY (TY 2)	982+24	CENTER	30	8	7B	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		2"		2"		1"										
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
7A-13	180	1	180							1	186			2	372	
7A-14	180	1	180							1	186			2	372	
7A-15	180	1	180							1	186			2	372	
7A-16	180	1	180							1	186			2	372	
7AB-01	98			1	98					1	104			4	416	
7B-01	180	1	180							1	186			2	372	
7B-02	183	1	183							1	189			2	378	
TOTALS		1,083		98		0		0		1,223		0		2,654		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	48
618	6023	COND (PVC) (SCHD 40) (2") TRENCH	LF	1,083
618	6024	COND (PVC) (SCHD 40) (2") BORE	LF	98
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,223
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,654
628	6031	ELEC SRV TY A (240/480) 60 (NS) AL (E) GC (O)	EA	1
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

INTERIM REVIEW ONLY

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020



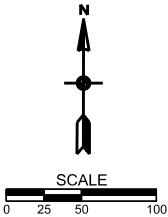
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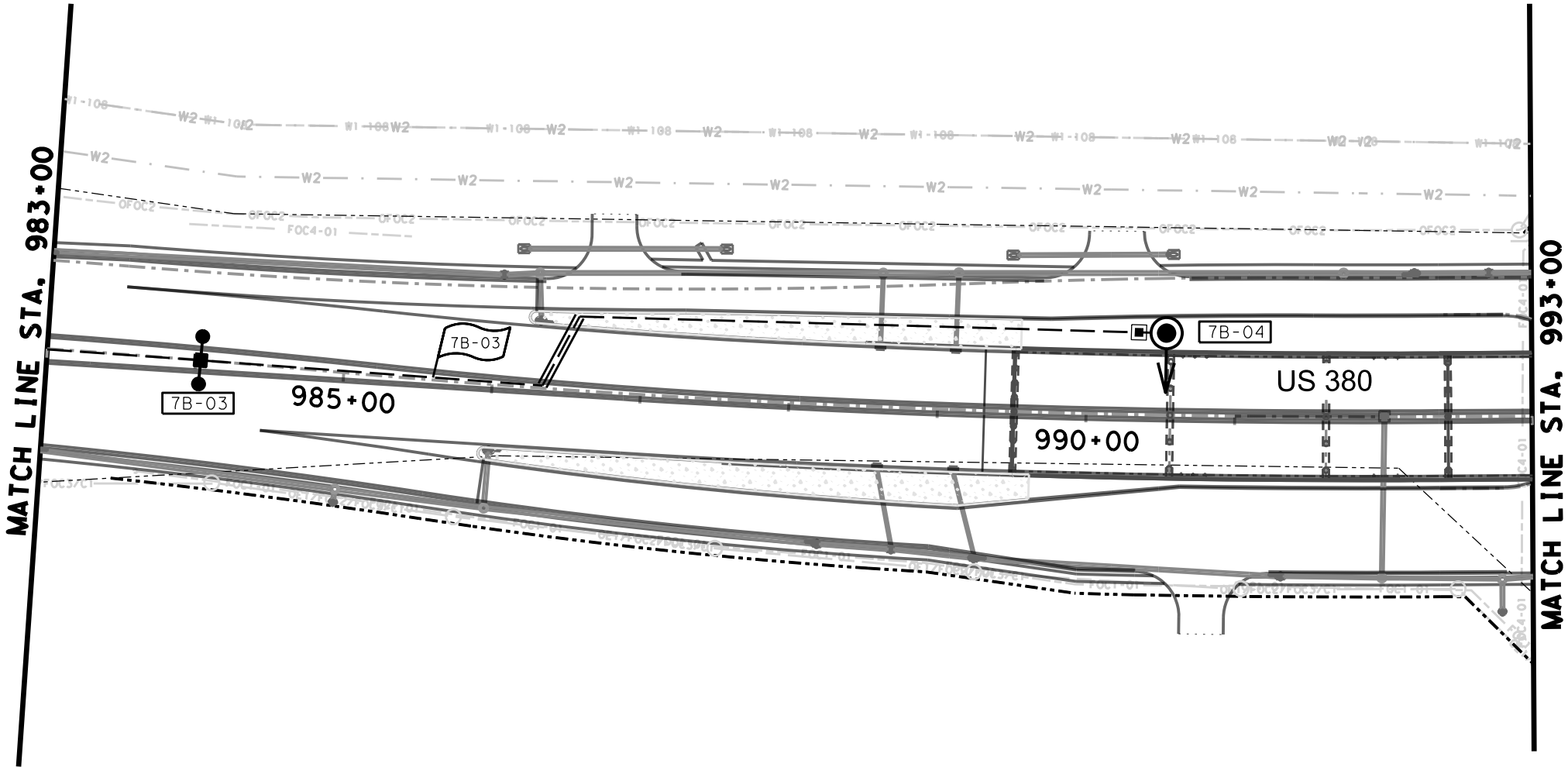
US 380 ILLUMINATION LAYOUT

SHEET 27 OF 40			
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			33
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH(FT)	CKT NO.	COMMENTS
7B-03	ROADWAY LIGHTING ASSEMBLY (TY 2)	984+04	CENTER	30	8	7B	
7B-04	HI MST IL POLE (150 FT) (80 MPH)	990+54	55 LT	60		7B	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
	PROPOSED POLE NUMBER
	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT													COMMENTS	
		SCH 40 PVC				RM										
		TRENCH		BORE				#6		#8		#6		#8		
		2"		2"		1"		(BARE)		(BARE)		(XHHW)		(XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA		LF
7B-03	679	1	626	1	53					1	685			2	1370	
TOTALS		626		53		0		0		691		0		1,382		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6026	DRILL SHAFT (HIGH MAST POLE) (60 IN)	LF	30
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	8
432	6001	RIPRAP (CONC) (4 IN)	CY	3
613	6005	HI MST IL POLE (150 FT) (80 MPH)	EA	1
614	6008	LED HI MST IL ASM (6 FIXT) (ASYM) (TY B)	EA	1
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	626
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	53
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	691
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	1,382
624	6001	GROUND BOX TY A (122311)	EA	1
624	6002	GROUND BOX TY A (122311) W/APRON	EA	1
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	1

INTERIM REVIEW ONLY

DOCUMENT INCOMPLETE: NOT INTENDED FOR PERMIT, BIDDING OR CONSTRUCTION.

ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020



MALDONADO - BURKETT

Engineers | Surveyors | Contractors
TBPE # 10258 TBPLS # 10194235
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US 380 ILLUMINATION LAYOUT

FED. RD. DIV. NO.		FEDERAL AID PROJECT NO.		SHEET NO.	
				34	
STATE		DIST.		COUNTY	
TEXAS		DALLAS		DENTON	
CONT.		SECT.		JOB	
0135		10		050	
				HIGHWAY NO.	
				US 380	



Town Council Meeting

Date: 04/20/2021
Agenda Item #: 5. H.
Department: Development Services
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve **Change Order #1 to the Design Contract with TRC Engineers, Inc. regarding the McCord Reuse Water Line Project.**

DESCRIPTION:

In February 2017, the Town awarded a professional services contract to TRC Engineers, Inc. to provide engineering design services related to the McCord Reuse Water Line Project. The purpose of the project is to extend a reuse water line from the existing storage tank located at the wastewater treatment plant to the intersection of Witt Road and King Road. These improvements will provide a cost-effective and sustainable source of water that can be used for irrigation purposes within Town-owned property and adjacent landscaping areas.

The original contract did not include the work necessary to provide documents related to easement acquisition and environmental permitting. TRC Engineers, Inc. has provided a proposal to include this additional scope of work in the original contract.

BUDGET IMPACT:

Funding for the project is identified and allocated in the Capital Improvement Program Budget:

\$ 66,850.00 Original Contract Amount
\$ 12,900.00 Proposed Change Order
\$ 79,750.00 Total Contract Amount

RECOMMENDED ACTION:

Staff recommends approval.

Proposed Work Order

Original Proposal

Project Exhibit

EXHIBIT B - WORK ORDER

MAPS # 2016-1064

MAPS DATE: 01/20/2017

CONSULTANT NAME TRC Engineers, Inc.

Pursuant to and subject to the referenced Master Agreement for Professional Services (MAPS), between the Town of Little Elm, Texas ("Owner"), and Consultant, Owner hereby requests that Consultant perform, and Consultant agrees to perform, the work described below upon the terms set forth in said MAPS and in this Work Order:

Work Order #:

Consultant Project #: 222835

Project Name: McCord Park 8" Reuse Water Line

INVOICE SUBMITTAL

Billing Period:	Monthly-Through the end of each month, billed by the 10th of the following month.
Invoice Mailing Instructions:	<p>Mail to: Town of Little Elm Accounts Payable 100 W. Eldorado Pkwy. Little Elm, TX 75068</p> <p>Email to: accounts.payable@littleelm.org</p> <p>Include work order number, PO number, billing period, and project name,</p>

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work to be performed:** All work shall be in accordance with the scope listed below and as listed in the Master Agreement for Professional Services.
3. **Drawings / Plans are / are not attached.** Exhibit attached.
4. **Date and Time to Commence:** Upon Receipt of Purchase Order and Sign Work Order.
5. **Other:**

CONSULTANT PROVIDED INFORMATION:

1. Scope of Work:

a. Task 1 – Completion of the Original Contract - \$13,370

Previous 90% plans were completed by TRC under Work Order 2017-1093, all assumptions and exclusions remain the same. It is anticipated that no major changes will be needed from the 90% plans that were submitted to the Town on May 16, 2019. Remainder of items include:

- I. Update the 90% construction plans and specifications for approximately 5,000 linear feet of 8" reuse water line along Witt Road to final construction plans, ready for bidding, as shown in the attached exhibit.
- II. Assist the Town in the bid process including preparation of bid advertisement document, assist the Town in the opening and tabulation of bids, prepare award recommendation letter and prepare construction contract documents.
- III. Assist Town during construction consisting of contractor correspondence, submittal review, pay request review, periodic site visits (maximum of three), final inspection, preparation of punch list and record drawing preparation.

b. Change Order #1 – \$12,900

i. Easement Exhibits - \$4,000

Provide up to six (6) easement exhibits, signed and sealed by a Registered Professional Land Surveyor in the State of Texas, ready for the Town's use in acquiring utility easements from the property owners.

ii. Environmental Services - \$8,900

Based on a preliminary review of the Project area, the proposed Project would require a field biological survey, a cultural resources desktop review and Texas Historical Commission consultation under the Antiquities Code of Texas and/or under Section 106 of the National Historic Preservation Act of 1966. Since the proposed waterline will be bored under Cottonwood Branch, the proposed Project would be permitted under a Nationwide Permit (NWP) 12 (Utility Line Activities) or utility line activities for water and other substances (now designated as NWP 58) but would not require submission of a PCN to the USACE – Fort Worth District for review and approval, assuming that the proposed Project is boring under Cottonwood Branch and no other temporary or permanent Project impacts to waters of the U.S. including wetlands will occur during construction. TRC will provide a biologist to perform a field survey and draft a natural resources survey report summarizing the results from the field survey. TRC will also provide an archeologist to perform a desktop historical review of the site using Texas Historical Commission's (THC) Archeological Sites Atlas and submit a letter to the THC for project approval.

ASSUMPTIONS

The following assumptions apply to the basis of costs for this project:

- Plan and bid documents will be per TRC's and the Town's standards.
- No new properties will be acquired for the proposed Project.
- Town will be responsible for arranging ROW, easement, and/or property access prior to commencement of fieldwork.
- This scope of work does not include a submittal of a USACE PCN application, mitigation planning and/or implementation costs. Should a PCN application, mitigation planning, and/or implementation be required, TRC will prepare a separate scope of work and cost estimate for additional services and submit to the Town for approval.

EXCLUSIONS

The following items are excluded from the Scope of Work:

- Roadway Design
- Landscape and irrigation design.

- 2. Time Line:** Construction plans and specifications ready for bidding complete within 30 days of notice to proceed. Environmental services are estimated to be completed within 45 days.

- Summary:

Change Order #1	\$12,900
-----------------	----------

- The cost to provide the engineering services will be invoiced as a lump sum. This lump sum fee includes labor and material costs associated with the Scope of Work identified above. TRC's lump sum fee above is based on a continuous flow of work. Any delays or restrictions, caused by customer or customer's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation. The payment schedule will be via progress billing (percent complete for each task).

This Work Order is accepted on the terms set forth herein and in the MAPS referenced above, as indicated by the signatures below.

CONSULTANT – TRC Engineers, Inc.

Signature

Printed Name & Title

Date _____

Page 3 of 3



T.B.P.E. #F-8632

700 Highlander Blvd., Suite 210
Arlington, TX 76015

817.522.1014 PHONE
www.TRCsolutions.com

February 8, 2017

MAPS # _____ Work Order # _____

Mrs. Kimberly Brawner, P.E.
Town Engineer
Town of Little Elm
100 West Eldorado Parkway
Little Elm, Texas 75068

Re: McCord Park Irrigation Main Improvements
Engineering Services Proposal

Dear Mrs. Brawner:

The Town of Little Elm has requested that TRC Engineers, Inc. (TRC) provide this engineering proposal for design services related to the above referenced project. Based on the attached Scope of Work, the cost to provide these services is \$66,850 lump sum. A cost estimate for the project has also been attached for your use.

This work would be provided as a task order under the Master Service Agreement (MSA) executed between the Town and TRC.

The opportunity to provide this proposal is greatly appreciated. If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

Justin Thomas, P.E.
Arlington CES Practice Leader
TRC Engineers, Inc.

Matt Mueller
Town Manager
Town of Little Elm

Attachments



TOWN OF LITTLE ELM, TEXAS
MCCORD PARK IRRIGATION MAIN IMPROVEMENTS
TRC SCOPE OF WORK
FEBRUARY 8, 2017

1. Provide topographical data as required to complete the design.
2. Prepare construction plans and specifications for approximately 6,800 linear feet of 8" irrigation main as shown in the attached preliminary layout.
3. Assist the Town with coordination of Bureau of Reclamation drought resiliency grant as necessary.
4. Assist the Town in the bid process including preparation of bid advertisement document, assist the Town in the opening and tabulation of bids, prepare award recommendation letter and prepare construction contract documents.
5. Assist Town during construction consisting of contractor correspondence, submittal review, pay request review, periodic site visits (maximum of three), final inspection, preparation of punch list and record drawing preparation.

ASSUMPTIONS

The following assumptions apply to the basis of costs for this project:

- Plan and bid documents will be per TRC's and the Town's standards.
- The plans will consist of the horizontal and vertical alignment of the water reuse main.
- No new properties will be acquired for the proposed Project.
- Town will be responsible for arranging ROW, easement, and/or property access prior to commencement of fieldwork.

EXCLUSIONS

The following items are excluded from the Scope of Work:

- Roadway design.
- Landscape and irrigation design.
- Construction staking.
- Construction services other than those listed above.
- Continuous construction inspection.
- Detailed title search or title policy.
- Property Appraisals or Acquisition.
- Attendance at or preparation for condemnation hearings.
- Landowner contact or easement negotiations.
- Geotechnical investigation other than necessary for bridge design.
- Preparation of preliminary or final plats.
- Easement preparation.



- Environmental or cultural review of Project limits.
- Archeological Resources Project Coordination Request (PCR).
- USACE Section 404 Individual Permit.
- ASTM Phase I Environmental Site Assessment (ESA) services.

COMPENSATION FOR SERVICES

The cost to provide the engineering services will be invoiced as a lump sum. This lump sum fee includes labor and material costs associated with the Scope of Work identified above. A breakdown of the costs for the Town's review is shown below:

Topographic Survey	\$ 7,150
<u>Civil Engineering</u>	<u>\$ 59,700</u>
Total:	\$ 66,850

TRC's lump sum fee above is based on a continuous flow of work. Any delays or restrictions, caused by customer or customer's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation.

The payment schedule will be via progress billing (percent complete for each task).



**TOWN OF LITTLE ELM
McCORD PARK
IRRIGATION MAIN
PRELIMINARY
LAYOUT EXHIBIT**



SCALE: 1" = 500'



TRC ENGINEERS, INC.
700 HIGHLANDER BLVD. SUITE 210, ARLINGTON, TX 76015
T.B.P.E. FIRM REGISTRATION # F-8632
(817) 522 - 1000

TRC ENGINEERS, INC.

700 Highlander Blvd., Suite 210

Arlington, TX 76015

TEL: (817) 522-1000 FAX: (512) 454-2433

PRELIMINARY ENGINEER'S ESTIMATE OF ANTICIPATED CONSTRUCTION COSTS

PROJECT: McCord Park Irrigation Main

CLIENT: Town of Little Elm

JOB NUMBER: 222835

PREPARED BY: D. Sams

DATE: 2/1/2017

Irrigation Main

ITEM	DESCRIPTION	UNIT	Quantity	\$/UNIT	TOTAL COST
P.1	8" SDR-26 PVC Irrigation Main	LF	6,800	\$60.00	\$408,000.00
P.2	8" Gate Valve Irrigation (Open Right)	EA	10	\$1,800.00	\$18,000.00
P.3	Ductile Iron Fittings	TON	1.0	\$10,000.00	\$10,000.00
P.4	Trench Safety	LF	6,800	\$2.00	\$13,600.00
P.5	Marker ID Balls	EA	35	\$110.00	\$3,850.00
P.6	8" Bore with 16" Steel Encasement (Across Witt Road)	LF	100	\$250.00	\$25,000.00
P.7	8" Bore with 16" Steel Encasement (Across Cottonwood Creek)	LF	150	\$250.00	\$37,500.00
P.8	Connection at Future Water Storage Tank	LS	1	\$1,000.00	\$1,000.00
P.9	Concrete Pavement Repair	LF	150	\$85.00	\$12,750.00
P.10	Silt Fence	LF	6,800	\$2.00	\$13,600.00
P.11	Block Sod (Bermuda) With 6" Topsoil	SY	2,000	\$8.00	\$16,000.00
P.12	Hydromulch	SY	1,900	\$1.50	\$2,850.00
P.13	Landscape/Irrigation Repairs	LS	1	\$50,000.00	\$50,000.00
				Sub-Total	\$612,150.00
				Contingency (20%)	\$122,430.00
				TOTAL	\$734,580.00

**TOWN OF LITTLE ELM
McCORD PARK
IRRIGATION MAIN
PRELIMINARY
LAYOUT EXHIBIT**



SCALE: 1" = 500'



TRC ENGINEERS, INC.
700 HIGHLANDER BLVD., SUITE 210, ARLINGTON, TX 76015
T.B.P.E. FIRM REGISTRATION # F-8632
(817) 522 - 1000



Town Council Meeting

Date: 04/20/2021
Agenda Item #: 5. I.
Department: Development Services
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve an **Agreement between the Town of Little Elm and the Texas Department of Transportation regarding Proposed Revisions to the US 380 Expansion Project and Authorize the Town Manager to Execute the Final Agreement.**

DESCRIPTION:

The Texas Department of Transportation (TxDOT) has proposed improvements to US 380 between FM 720 and Legacy Drive, which will include expanding the highway to six lanes (three lanes in each direction with a divided median), as well as installing grade separations (overpasses) at specific intersections along the corridor. TxDOT is also installing continuous lighting along the corridor.

During the plan development phase the project, Town Staff, along with staff members from the Town of Prosper and the City of Frisco, have recommended revisions to the design plans that should improve the operations of the proposed traffic signals, as well as provide additional turn lanes into major developments within the project limits. Hillwood, the developer of Union Park, has also negotiated a proposed revision that will include improvements near the development.

TxDOT is requesting an agreement with the Town that describes the commitments of TxDOT to facilitate the construction of the proposed improvements and also includes the obligation of the Town to provide funding for the effort required to incorporate the plan revisions, as well as the increased construction cost. The funding obligation would only apply to the improvements within the Town's jurisdiction and the other jurisdictions will be required to fund their portion of the costs. The costs for additional work adjacent to Union Park will be funded by the developer with those terms included in a separate agreement previously approved by Town Council.

BUDGET IMPACT:

Funding for the Town's portion of the improvements is available from the North Roadway Impact Fee Fund:

Total Cost \$441,238.28

Funding by Developer \$322,166.62

Total Cost to the Town \$119,071.66

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Proposed Draft Agreement

CSJ #	0135-10-050
District #	18 - Dallas
Code Chart 64 #	24830
Project Name	US 380 Intersection Improvements
Limits	From US 377 to West of CR 26 (County Line)
County	Denton County

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT PROJECTS
WITH NO REQUIRED MATCH
ON-SYSTEM**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the Town of Little Elm, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 115814 authorizing the State to undertake and complete a highway improvement generally described as the widening of 4-lanes to a 6-lane divided urban highway with grade separations at FM 423, FM 720, Navo Road, Teel Parkway and Legacy Drive with sidewalk improvements; and

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the construction of direct left turns and a right turn lane, and a tie-in for Street A (Project); and

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the state;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

CSJ #	0135-10-050
District #	18 - Dallas
Code Chart 64 #	24830
Project Name	US 380 Intersection Improvements
Limits	From US 377 to West of CR 26 (County Line)
County	Denton County

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in full force and effect until the Project has been completed and accepted by all parties or unless terminated as provided below.

2. Project Funding and Work Responsibilities

- A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities (Attachment A) which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.
- B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its financial share for the State's estimated construction oversight and construction costs.
- C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- D. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a

CSJ #	0135-10-050
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Limits	From US 377 to West of CR 26 (County Line)
County	Denton County

Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased cost to the department for a highway improvement project, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

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11. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in Attachment A or existing maintenance agreements with the Local Government.

12. Termination

- A. This agreement may be terminated in the following manner:
 - 1. By mutual written agreement and consent of both parties;
 - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 - 3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.
- C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

13. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
Town of Little Elm ATTN: Town Manager 100 West Eldorado Parkway Little Elm, Texas 75068	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

14. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

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15. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

16. Amendments

By mutual written consent of the parties, this agreement may be amended in writing prior to its expiration.

17. State Auditor

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

18. Signatory Warranty

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

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Project Name	US 380 Intersection Improvements
Limits	From US 377 to West of CR 26 (County Line)
County	Denton County

THIS AGREEMENT IS EXECUTED by the State and the Local Government.

THE LOCAL GOVERNMENT – Town of Little Elm

By: _____

Matt Mueller
Town Manager
Town of Little Elm

Date: _____

THE STATE OF TEXAS

By: _____

Mohamed K. Bur, P.E.
Dallas District Engineer
Texas Department of Transportation

Date: _____

CSJ #	0135-10-050
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Code Chart 64 #	24830
Project Name	US 380 Intersection Improvements
Limits	From US 377 to West of CR 26 (County Line)
County	Denton County

**ATTACHMENT A
PAYMENT PROVISION AND WORK RESPONSIBILITIES**

The Local Government will be responsible for 100% of the construction items and cost overruns for the State to design and construct a direct left turn lane along US 380 at FM 720 (sta. 699+54.61) and Navo Road (sta. 841+83.81); and a tie-in at Street A, east of Union Park/Navo Road, (sta. 857+43.00 to 862+45.00) in the Town of Little Elm.

The Project cost is to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation	Local Participation	
Engineering (by State)						
<i>Direct Lefts and Right Turn Lane</i>	\$60,000.00	0%	\$0.00	\$0.00	100%	\$60,000.00
<i>Tie-In at Street A</i>	\$34,895.24	0%	\$0.00	\$0.00	100%	\$34,895.24
Subtotal	\$94,895.24		\$0.00	\$0.00		\$94,895.24
Construction (by State)						
<i>Direct Lefts and Right Turn Lane</i>	\$41,849.00	0%	\$0.00	\$0.00	100%	\$41,849.00
<i>Tie-In at Street A</i>	\$240,672.82	0%	\$0.00	\$0.00	100%	\$240,672.82
Subtotal	\$282,521.82		\$0.00	\$0.00		\$282,521.82
Direct State Costs @ 12.39%	\$46,761.97		\$0.00	\$0.00		\$46,761.97
Indirect State Costs @ 4.52%	\$17,059.25		\$0.00	\$0.00		\$17,059.25
Subtotal	\$63,821.22		\$0.00	\$0.00		\$63,821.22
TOTAL	\$441,238.28		\$0.00	\$0.00		\$441,238.28

Total Estimated Local Government Participation = \$441,238.28

Total Estimated Payment by the Local Government to the State on full execution of this Agreement = \$441,238.28

This is an estimate only. The final amount of Local Government participation will be based on actual cost.

Revisionary Clause – TxDOT will require the Local Governments to cover all costs associated with reconfiguring the intersections back to a standard TxDOT signal configuration including roadway, signal modifications and pavement marking updates if the Direct Left Turn operations are found to be unsafe or inadequate after construction. The Local Government will have an input if reconfiguring the intersections back to a standard TxDOT signal is needed.



Date: 04/20/2021
Agenda Item #: 5. J.
Department: Economic Development Corporation
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve the **Tax Increment Reinvestment Zone Number Three and Little Elm EDC Reimbursement Agreement and Performance Agreement.**

DESCRIPTION:

This Reimbursement Agreement and Performance Agreement is made and entered into by and among the Tax Increment Reinvestment Zone Number Three and Little Elm Economic Development Corporation, following these terms and conditions:

- This TIRZ Agreement shall be effective as of the Effective Date, and shall continue thereafter until **May 15, 2041**, for the purpose of pledging funds on an annual basis, which is intended as a backup source in the event of a shortfall on the EDC loan in the amount of \$7,593,750 with Government Capital to build a spec building.

BUDGET IMPACT:

TIRZ #3 will reserve **Two Hundred Thousand and No/100 Dollars (\$200,000.00) annually** as a backstop for the Little Elm EDC for said loan. This amount will only need to be paid in the event of a shortfall.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

TIRZ #3 Reimbursement between TIRZ 3 and EDC

**TAX INCREMENT REINVESTMENT ZONE NUMBER THREE,
TOWN OF LITTLE ELM, TEXAS,
AND
LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION,

REIMBURSEMENT AGREEMENT AND
PERFORMANCE AGREEMENT**

This **REIMBURSEMENT AGREEMENT AND PERFORMANCE AGREEMENT** (hereinafter referred to as this “TIRZ Agreement”) is made and entered into by and among the **TAX INCREMENT REINVESTMENT ZONE NUMBER THREE, TOWN OF LITTLE ELM, TEXAS**, (hereinafter referred to as the “TIRZ # 3”), a tax increment reinvestment zone created by the Town of Little Elm, Texas, pursuant to Chapter 311 of the Texas Tax Code, as amended, and the **LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “LEEDC”), is made and executed on the following recitals, terms and conditions.

WHEREAS, in accordance with the provisions of the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, as amended (the “Act”), the Town Council of the Town of Little Elm, Texas, a Texas home rule municipality (hereinafter referred to as the “Town”) adopted Ordinance No. 1175 on October 15, 2013, which ordinance, among other things, (i) created, established, and designated an area within the corporate limits of the Town as “Reinvestment Zone Number Three, Town of Little Elm, Texas” (the “Reinvestment Zone”), (ii) created a Board of Directors for the Reinvestment Zone, and (iii) established a tax increment fund for the Reinvestment Zone; and

WHEREAS, Section 311.010(b) of the Act provides that the Board of Directors of TIRZ # 3 (hereinafter referred to as the “Board”) may enter into agreements as the Board consider necessary or convenient to implement the Project and Financing Plan and achieve its purposes; and

WHEREAS, Section 311.010(h) of the Act authorizes the Board subject to the approval of the Town Council of the Town, “to implement the project plan and reinvestment zone financing plan and achieve their purposes, may establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the zone, eliminating unemployment and underemployment in the zone, and developing or expanding transportation, business, and commercial activity in the zone, including programs to make grants and loans from the tax increment fund of the zone in an aggregate amount not to exceed the amount of the tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone. For purposes of this subsection, on approval of the municipality or county, the board of directors of the zone has all the powers of a municipality under Chapter 380, Local Government Code. The approval required by this subsection may be granted in an ordinance, in the case of a zone designated by a municipality, or in an order, in the case of a zone designated by a county, approving a project plan or reinvestment zone financing plan or approving an amendment to a

project plan or reinvestment zone financing plan”; and

WHEREAS, the Board has concluded and hereby finds that this TIRZ Agreement clearly promotes economic development in the Town of Little Elm, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution and Section 311.010(h) of the Act by assisting in the development and diversification of the economy of the State of Texas and the Town, by eliminating unemployment or underemployment in the State of Texas, and the Town, and by the development or expansion of commerce within the State of Texas, and the Town; and

WHEREAS, the Board has determined that it is in the best interest of TIRZ # 3 to contract with LEEDC, in order to provide for the efficient and effective implementation of certain aspects of the TIRZ # 3’s Project and Financing Plan; and

WHEREAS, LEEDC entered into a loan agreement with Government Capital to fund certain project costs within TIRZ # 3; and

WHEREAS, TIRZ # 3 desires to reserve as a backstop for the LEEDC for said loan the amount not to exceed **Two Hundred Thousand and No/100 Dollars (\$200,000.00)** annually; and

WHEREAS, the LEEDC is a Type A economic development corporation operating pursuant to Chapter 504 of the Texas Local Government Code, as amended, and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, the LEEDC’s Board of Directors have determined the financial assistance provided is consistent with and meets the definition of “project” as that term is defined in Section 501.103 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TIRZ # 3 and the LEEDC agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this TIRZ Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This TIRZ Agreement shall be effective as of the Effective Date, and shall continue thereafter until **May 15, 2041**, or when the Government Capital loan has been paid off, whichever is sooner. This TIRZ Agreement shall be continued in effect for the purposes of paying LEEDC any monies from the TIRZ # 3 Tax Increment Fund due and payable by **May 15, 2041**.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this TIRZ Agreement.

- (a) **Act.** The word “Act” means the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, as amended.
- (b) **Board.** The word “Board” means the Board of Directors of TIRZ # 3 authorized by Section 311.009 of the Act. For the purposes of this TIRZ Agreement, Board’s address is 100 W. Eldorado Parkway, Little Elm, Texas 75068.
- (c) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this TIRZ Agreement by and between TIRZ # 3 and the LEEDC.
- (d) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (e) **LEEDC.** The term “LEEDC” means the Little Elm Economic Development Corporation, a Type A economic development corporation, and a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this TIRZ Agreement is 100 W. Eldorado Parkway, Little Elm, Texas 75068.
- (f) **Reserve Amount.** The words “Reserve Amount” mean the amount not to exceed **Two Hundred Thousand and No/100 Dollars (\$200,000.00)** annually, through the maturity date of the loan, paid from funds solely available in the TIRZ # 3 Tax Increment Fund, and generated from ad valorem taxes and sales and use taxes collected within TIRZ # 3, to be paid to Government Capital or its assigns, in accordance with Section 5(a) of this Agreement.
- (g) **Term.** The word “Term” means the term of this TIRZ Agreement as specified in Section 2 of this TIRZ Agreement.
- (h) **TIRZ Agreement.** The term “TIRZ Agreement” means this Reimbursement Agreement and Performance Agreement, together with all exhibits and schedules attached to this TIRZ Agreement from time to time, if any, authorized pursuant to Section 311.010 of the

Act.

- (i) **TIRZ # 3.** The term “TIRZ # 3” means the tax increment financing reinvestment zone named Tax Increment Reinvestment Zone Number Three, Town of Little Elm, Texas, created by Town Ordinance No. 1175, approved by the Town Council of the Town on October 15, 2013, as amended, and as authorized by the Act.
- (j) **TIRZ # 3 Tax Increment Fund.** The term “TIRZ # 3 Tax Increment Fund” means the tax increment fund established pursuant to Section 311.014 of the Act, and Section 6 of Ordinance No. 1175, approved by the Town Council of the Town on October 15, 2013.
- (k) **Town.** The word “Town” means the Town of Little Elm, Denton County, Texas, a Texas home-rule municipality. For the purposes of this TIRZ Agreement, Town’s address is 100 W. Eldorado Parkway, Little Elm, Texas 75068.

SECTION 4. OBLIGATIONS OF LEEDC.

The LEEDC covenants and agrees while this TIRZ Agreement is in effect the LEEDC shall comply with the following terms and conditions:

- (a) **Documentation on Government Capital Loan.** LEEDC covenants and agrees to provide to the Town or TIRZ # 3 upon request any documentation reflecting the Government Capital loan to finance TIRZ # 3 project costs.
- (b) **Performance.** The LEEDC agrees to perform and comply with all terms, conditions and provisions set forth in this TIRZ Agreement, and any other agreements by and between the TIRZ # 3 and LEEDC.

SECTION 5. OBLIGATIONS OF TIRZ # 3.

TIRZ # 3 covenants and agrees while this TIRZ Agreement is in effect TIRZ # 3 shall comply with the following terms and conditions:

- (a) **Payment of Reserve Amount.** In consideration of LEEDC’s obligations and expenditures including the Government Capital loan to finance TIRZ # 3 project costs, TIRZ # 3 and LEEDC agree, subject to the conditions contained in this TIRZ Agreement, to provide to the LEEDC the Reserve Amount. Said Reserve Amount shall be paid by TIRZ # 3 to Government Capital or its assigns, in the event the LEEDC is unable to make the required loan agreement payments to Government Capital during the Term of this TIRZ Agreement. TIRZ # 3 and LEEDC agree that the Reserve Amount payment or payments shall be only from the TIRZ # 3 Tax Increment Fund, subject to the conditions and limitations set out in this TIRZ Agreement, and only to the extent such funds are on deposit or to be deposited in the TIRZ # 3 Tax Increment Fund. Upon any payment made from the Reserve Amount,

TIRZ # 3 agrees to replenish said Reserve Amount to \$200,000.00, at the start of the next fiscal year.

- (b) **Performance.** TIRZ # 3 agrees to perform and comply with all terms, conditions and provisions set forth in this TIRZ Agreement, and any other agreements by and between TIRZ # 3 and LEEDC.

SECTION 6. EVENT OF DEFAULT.

- (a) **General Event of Default.** Failure of LEEDC or TIRZ # 3 to comply with or to perform any other term, obligation, covenant or condition contained in this TIRZ Agreement, or failure of LEEDC or TIRZ # 3 to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between the LEEDC and TIRZ # 3 is an Event of Default.

SECTION 7. EFFECT OF AN EVENT OF DEFAULT.

Failure of TIRZ # 3 or LEEDC to comply with or perform any term, obligation or condition of this TIRZ Agreement shall constitute an Event of Default. The non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to begin to cure said default. Should said default remain uncured, the non-defaulting party or parties shall have the right to seek specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default.

SECTION 8. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this TIRZ Agreement:

- (a) **Amendments.** This TIRZ Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this TIRZ Agreement. No alteration or amendment to this TIRZ Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This TIRZ Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this TIRZ Agreement shall lie in the state district courts of Denton County, Texas.
- (c) **Binding Obligation.** This TIRZ Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. TIRZ # 3 warrants and represents that the individual executing this TIRZ Agreement on behalf of TIRZ # 3 has full authority to execute this TIRZ Agreement and bind TIRZ # 3 to the same. LEEDC warrants and represents that the individual executing this TIRZ Agreement on LEEDC's behalf has full

authority to execute this TIRZ Agreement and bind it to the same.

- (d) **Caption Headings.** Caption headings in this TIRZ Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the TIRZ Agreement.
- (e) **Counterparts.** This TIRZ Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (f) **Severability.** The provisions of this TIRZ Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this TIRZ Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the TIRZ Agreement shall be enforced as if the invalid provision had never been included.
- (g) **Time is of the Essence.** Time is of the essence in the performance of this TIRZ Agreement.
- (h) This TIRZ Agreement supersedes and replaces the TIRZ Agreement approved by the parties on or about April 7, 2021.

[The Remainder of this Page Intentionally Left Blank]

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS TIRZ AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS TIRZ AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

TIRZ # 3:

**TAX INCREMENT REINVESTMENT ZONE
NUMBER THREE, TOWN OF LITTLE ELM,
TEXAS,**

By: _____

David Hillock, Chairperson

Date Signed: _____

LEEDC:

**LITTLE ELM ECONOMIC
DEVELOPMENT CORPORATION,**
a Texas non-profit corporation

By: _____

Ken Eaken, President

Date Signed: _____



Date: 04/20/2021
Agenda Item #: 5. K.
Department: Economic Development Corporation
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve the **Chapter 380 Economic Development Program and Performance Agreement by and between the Town of Little Elm and Little Elm EDC.**

DESCRIPTION:

The EDC is borrowing \$7,593,750 from Government Capital Corporation for the construction of a shell building. The Town agrees to pay the EDC and/or Lender loan payments to pay said loan in the event the EDC is unable to make said loan payment. Term unit is May 15, 2041, or until the loan is paid in full.

BUDGET IMPACT:

Backstop is to pay the EDC loan in the event that the EDC is unable to make the loan payment.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Chapter 380 - Backstop Loan Payment

TOWN OF LITTLE ELM, TEXAS
and
LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION

**CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AND PERFORMANCE AGREEMENT**

This **CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND PERFORMANCE AGREEMENT** ("Agreement") is made and entered into by and between the **TOWN OF LITTLE ELM, TEXAS**, a Texas home-rule municipality ("Town"), and the **LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation ("EDC"):

WHEREAS, the EDC is a Type A economic development corporation operating pursuant to Chapter 504 of the Texas Local Government Code, as amended, and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, the EDC is funding the construction of an approximate 38,000 square foot shell building at the corner of Main Street and Eldorado Parkway, to be known as the Tin Man Social facility within the Town of Little Elm, Denton County, Texas, and more particularly described and/or depicted in *Exhibit A* of this Agreement (hereinafter referred to as "Property"); and

WHEREAS, the EDC is borrowing **Seven Million Five Hundred Ninety-Three Thousand Seven Hundred Fifty and No/100 Dollars (\$7,593,750.00)** (hereinafter referred to as the "Loan") from Government Capital Corporation, a Texas corporation (hereinafter referred to as the "Lender") for the construction of said building to be located on the Property; and

WHEREAS, the Town agrees to pay to the EDC and/or the Lender loan payments to pay said Loan in the event the EDC is unable to make said loan payment; and

WHEREAS, Section 380.002(b) of the Texas Local Government Code provides the authority for the Town to provide monies to the EDC for the development and diversification of the economy of the state, elimination of unemployment or underemployment in the state, and development and expansion of commerce in the state; and

WHEREAS, the Town has concluded and hereby finds that this Agreement clearly promotes economic development in the Town of Little Elm, Texas, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the Town; and

WHEREAS, the Town has concluded and hereby finds that this Agreement clearly promotes economic development in the Town of Little Elm, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State, by eliminating unemployment or

underemployment in the State, and by the development or expansion of commerce within the State.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the EDC agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, and shall continue until the sooner of the following: **May 15, 2041**, or until the Loan is paid in full to Lender.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Agreement.** The word “Agreement” means this Chapter 380 Economic Development Program and Performance Agreement, authorized by Chapters 380, 501 and 504 of the Texas Local Government Code, together with all exhibits and schedules attached to this Agreement from time to time, if any, and any amendments to this Agreement and/or exhibits and schedules.
- (b) **EDC.** The term “EDC” means the Little Elm Economic Development Corporation, a Type A economic development corporation, and a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, Texas 75068.
- (c) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Town and the EDC.
- (d) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (e) **Lender.** The word “Lender” means Government Capital Corporation, a Texas corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 345 Miron Drive, Southlake, Texas 76092.
- (f) **Loan.** The word “Loan” means the loan in the principal amount of **Seven Million Five Hundred Ninety-Three Thousand Seven Hundred Fifty and No/100 Dollars**

(\$7,593,750.00) or such amounts advanced by the Lender to EDC.

- (g) **Program Grant or Program Grant Payment.** The words “Program Grant” or “Program Grant Payment” mean the economic development grants paid by the Town to the EDC in accordance with this Agreement.
- (h) **Property.** The word “Property” means the real property upon which an approximately 38,000 square foot shell building will be constructed at the corner of Main Street and Eldorado Parkway, to be known as the Tin Man Social facility, within the Town of Little Elm, Denton County, Texas, and more particularly described and/or depicted in *Exhibit A* of this Agreement.
- (i) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.
- (j) **Town.** The word “Town” means the Town of Little Elm, Denton County, Texas, a Texas home-rule municipality. For the purposes of this Agreement, Town’s address is 100 W. Eldorado Parkway, Little Elm, Texas 75068.

SECTION 4. OBLIGATIONS OF THE TOWN.

The Town covenants and agrees while this Agreement is in effect; the Town shall comply with the following terms and conditions:

- (a) **Program Grant Payments.** In the event the EDC is unable to pay the quarterly payment for the Loan, the Town covenants and agrees to pay to the EDC or Lender within thirty (30) days of receipt of notice from the EDC or Lender monies to satisfy said quarterly Loan payment.
- (b) **Performance.** The Town agrees to perform and comply with all terms, conditions and provisions set forth in this Agreement, and any other agreements by and between the Town and EDC.

SECTION 5. OBLIGATIONS OF EDC.

The EDC covenants and agrees while this Agreement is in effect; the EDC shall comply with the following terms and conditions:

- (a) **Program Grant Payments.** The EDC covenants and agrees to use its best efforts to pay quarterly Loan payments to the Lender. In the event the EDC is unable to satisfy said quarterly Loan payment, the EDC shall provide Town written notice of its inability to pay said quarterly Loan payment.

- (b) **Performance.** The EDC agrees to perform and comply with all terms, conditions and provisions set forth in this Agreement, and any other agreements by and between the EDC and Town.

SECTION 6. EVENT OF DEFAULT.

- (a) **General Event of Default.** Failure of EDC or Town to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of EDC or Town to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between the EDC and Town is an Event of Default.

SECTION 7. EFFECT OF AN EVENT OF DEFAULT.

Failure of the Town or EDC to comply with or perform any term, obligation or condition of this Agreement shall constitute an Event of Default. The non-defaulting party shall give written notice to the other parties of any default, and the defaulting party shall have thirty (30) days to begin to cure said default. Should said default remain uncured, the non-defaulting party or parties shall have the right to terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default.

SECTION 8. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party, which shall not be unreasonably withheld or delayed.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. The EDC warrants and represents that the individual executing this Agreement on behalf of the EDC has full authority to execute this

Agreement and bind the EDC to the same.

- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Entire Agreement.** This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.
- (h) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, court injunction or other cause outside the control of the party who is to perform, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (i) **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown above. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.
- (j) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

TOWN:
TOWN OF LITTLE ELM, TEXAS,
A Texas Home-Rule Municipality

By: _____
David Hillock, Mayor

Date: _____

ATTEST:

Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

Robert F. Brown, Town Attorney

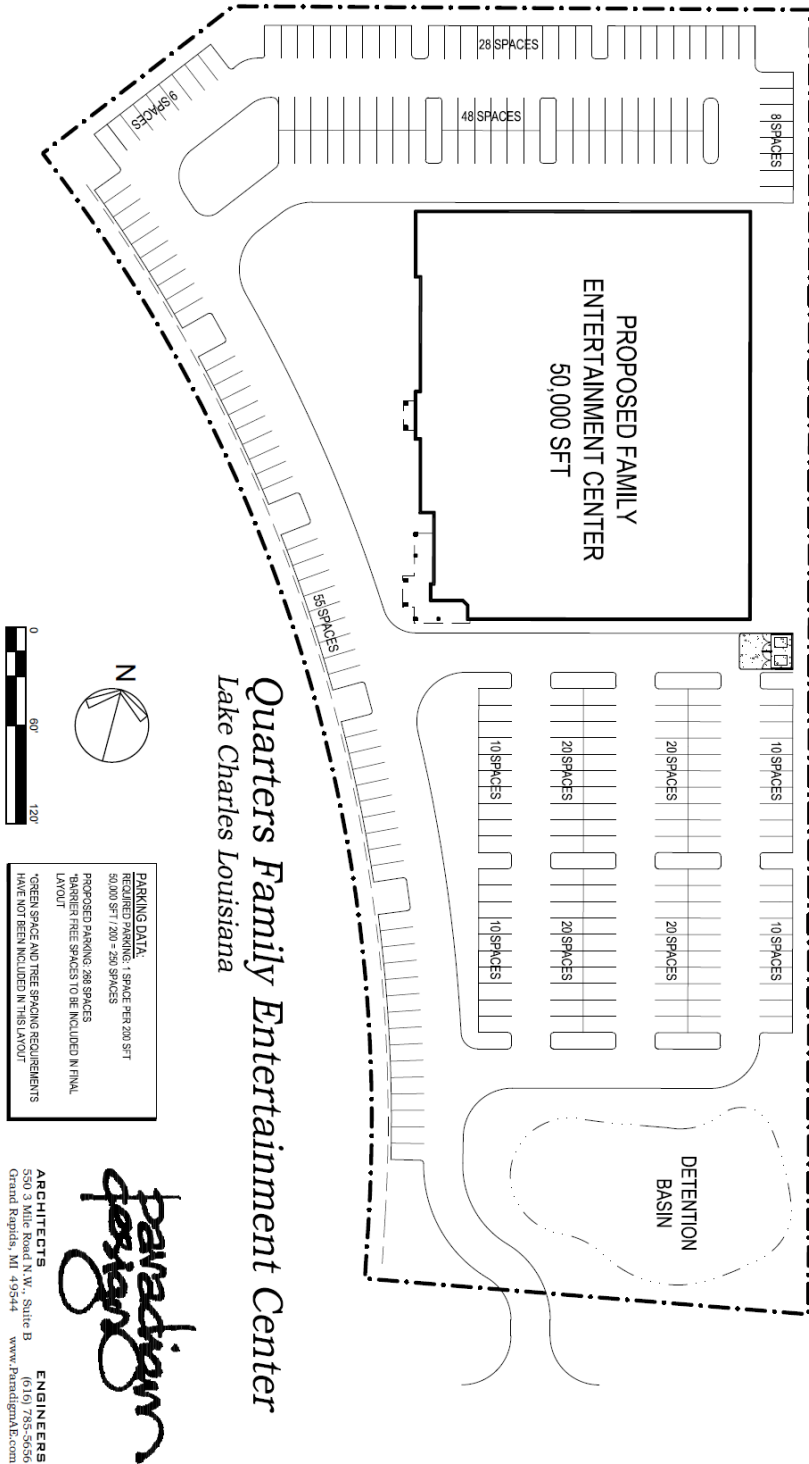
EDC:
LITTLE ELM ECONOMIC DEVELOPMENT
CORPORATION,
A Texas non-profit corporation

By: _____
Ken Eaken, President

Date: _____

Exhibit A

[Legal Description and/or Depiction of the Property]





MARCH 17, 2021

SCALE 1" = 130'

LAKEFRONT DISTRICT AT LITTLE ELM





Date: 04/20/2021
Agenda Item #: 5. L.
Department: Economic Development Corporation
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve **Resolution No. 0406202101T3 regarding Pledge of the TIRZ #3 Revenue up to \$200,000 per year, which is Intended as a Back-Up Source of Revenue in the Event of a Shortfall on EDC Loan in the Amount of \$7,593,750 with Government Capital to Build a Spec Building.**

DESCRIPTION:

A Resolution approving the reservation of **Two Hundred Thousand and no/100 dollars (\$200,000.00) annually**, towards the \$7,593,750 Sales Tax Revenue Note issued by The Little Elm Economic Development Corporation towards the spec building in The Lakefront. The approval is for a pledge of the TIRZ #3 revenue up to \$200,000, which is intended as a backup source of revenue in the event of a shortfall. The TIRZ is not required to pay anything unless there is a shortfall or default, and we are not requiring a reserve fund with those monies.

BUDGET IMPACT:

Reserve \$200,000.00 and hold it over each year.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution NO 0420202101T3

RESOLUTION NO. 0420202101T3

A RESOLUTION OF THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER THREE, TOWN OF LITTLE ELM, TEXAS, APPROVING AN ANNUAL RESERVATION OF TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) TOWARDS THE \$7,593,750 SALES TAX REVENUE NOTE ISSUED BY THE LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION TOWARDS THE TIN MAN SOCIAL FACILITY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm, Texas (hereinafter referred to as the “Town”), pursuant to Chapter 311 of the Texas Tax Code, as amended (hereinafter referred to as the “Act”), may designate a geographic area within the Town as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, on October 15, 2013, pursuant to and as required by the Act, the governing body of the Town (hereinafter referred to as the “Town Council”) approved and adopted by Ordinance No. 1175, designating a geographic area within the Town as a tax increment reinvestment zone pursuant to Chapter 311 of the Texas Tax Code, to be known as Tax Increment Reinvestment Zone Number Three, Town of Little Elm, Texas; and

WHEREAS, the Little Elm Economic Development Corporation, a Texas non-profit corporation (the “EDC”) proposes to enter into a Loan Agreement dated as of April 15, 2021, with Government Capital Corporation to enable the EDC to (1) finance the costs to complete the Tin Man Social facility project, and (2) paying costs of issuing the loan, in an amount equal to \$7,593,750.00 and as security for the payment of the principal of and interest thereon; and

WHEREAS, the Board of Directors of Reinvestment Zone Number Three, Town of Little Elm, Texas, find and determine that certain costs related to the Tin Man Social facility project, are permissible “project costs” authorized by Section 311.002 of the Texas Tax Code; and

WHEREAS, the Board of Directors of Reinvestment Zone Number Three, Town of Little Elm, Texas, authorize the pledging and reserving the sum of **Two Hundred Thousand and No/100 Dollars (\$200,000.00)** towards the Tin Man Social facility project to be used as a back-up source of revenue in the event of a shortfall of revenue by the EDC towards the payment of the principal and interest towards its loan with Government Capital Corporation.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER THREE, TOWN OF LITTLE ELM, TEXAS:

SECTION 1. That the findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. That the Board of Directors of Reinvestment Zone Number Three, Town of Little Elm, Texas, in accordance with the Act, hereby approves the pledging and reserving the sum of **Two Hundred Thousand and No/100 Dollars (\$200,000.00)** annually towards the Tin Man Social facility project to be used as a back-up source of revenue in the event of a shortfall of revenue by the EDC towards the payment of the principal and interest towards its loan with Government Capital Corporation, and authorize its staff, attorneys, bond counsel, and financial advisors to take all actions necessary and related thereto.

SECTION 3. That if any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the Board of Directors hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. That this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER THREE, TOWN OF LITTLE ELM, TEXAS, THIS THE _____ DAY OF APRIL, 2021.

David Hillock, Chair

ATTEST:

Caitlan Biggs, Town Secretary



Date: 04/20/2021
Agenda Item #: 5. M.
Department: Economic Development Corporation
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve **Resolution No. 0420202103 Accepting a Petition Filed by Certain Landowner Requesting Annexation in to the Town of Little Elm.**

DESCRIPTION:

Resolution No 0420202103 Accepting a petition filed by certain landowner requesting annexation into the Town of Little Elm, Texas; scheduling the date, time, and place for the Annexation Public Hearing on the proposed 7.21 acres of land adjacent to the Town and located within the Town's ETJ for **Tuesday, May 4, 2021, Council Meeting scheduled to start at 6:00 p.m.**

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution 0420202103 - Annexation of 7.21 Acres

RESOLUTION NO. 0420202103

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, ACCEPTING A PETITION FILED BY CERTAIN LANDOWNERS REQUESTING ANNEXATION INTO THE TOWN OF LITTLE ELM, TEXAS; SCHEDULING THE DATE, TIME, AND PLACE FOR THE ANNEXATION PUBLIC HEARING ON THE PROPOSED ANNEXATION OF APPROXIMATELY 7.21 ACRES OF LAND; AUTHORIZING AND DIRECTING THE TOWN SECRETARY AND OR TOWN STAFF TO PUBLISH NOTICES OF SUCH PUBLIC HEARING; DIRECTING THE TOWN OF LITTLE ELM'S PUBLIC WORKS DEPARTMENT AND/OR TOWN STAFF TO PREPARE AN ANNEXATION AGREEMENT AND SERVICE PLAN FOR THE PROPOSED ANNEXATION OF APPROXIMATELY 7.21 ACRES OF LAND ADJACENT TO THE TOWN AND LOCATED WITHIN THE TOWN'S EXTRATERRITORIAL JURISDICTION, AS MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, on or about **April 15, 2021**, certain owners of property located within the extraterritorial jurisdiction of the Town of Little Elm, Texas, and as described and depicted in ***Exhibit A***, which is attached hereto, and incorporated herein for all purposes, filed a petition, a copy of which is attached hereto as ***Exhibit B***, with the Town of Little Elm, Texas, requesting their property be annexed into the Town of Little Elm, Texas; and

WHEREAS, the Town Council of the Town of Little Elm, Texas, finds and determines that the approximately 7.21-acre tract of land, as described and depicted in ***Exhibit A***, which is attached hereto, and incorporated herein, should be annexed into the Town of Little Elm, Texas; and

WHEREAS, the Town Council of the Town of Little Elm, Texas, intends to annex approximately 7.21-acres of land, as described and depicted in ***Exhibit A***, which is attached hereto, and incorporated herein, which are adjacent to the Town's limits, and are located within the extraterritorial jurisdiction of the Town of Little Elm, Texas; and

WHEREAS, Section 43.0673 of the Texas Local Government Code requires the scheduling and conducting of one (1) public hearing on the annexation of said real property; and

WHEREAS, Section 43.0673 of the Texas Local Government Code also provides that before annexation public hearing the Town must post and publish certain notices consistent with state law.

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

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the Town of Little Elm, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the Town Council of the Town of Little Elm, Texas, accepts and grants the property owner's petition for annexation into the Town of Little Elm, Texas.

Section 3. That pursuant to Section 43.0673 of the Texas Local Government Code, as amended, the Town Council of the Town of Little Elm, Texas, schedules one (1) annexation public hearing to be held on **Tuesday, May 4, 2021**, at 6:00 p.m., in the Town Hall of the Town of Little Elm, Texas. At the annexation public hearing all interested persons shall have the right to appear, and be heard on the proposed annexation by the Town of Little Elm, Texas, of the approximately 7.21 acres of land, as depicted in ***Exhibit A***, which is attached hereto and incorporated herein for all purposes.

Section 4. That the Town Manager and/or Town Staff of the Town of Little Elm, Texas, is hereby authorized and directed to cause notice of such public hearing to be published once in a newspaper having general circulation in the Town of Little Elm, Texas, and in the described territory not more than twenty (20) days nor less than ten (10) days prior to the date of such public hearing, all in accordance with Section 43.0673(d) of the Texas Local Government Code.

Section 5. That the Town Council of the Town of Little Elm, Texas, directs the Town's Public Works Department, Town Manager, and or Town staff to prepare an annexation agreement, and service plan which shall provide full municipal services by any of the methods by which it extends services to any other area of the Town of Little Elm, Texas.

Section 6. That this Resolution shall become effective from and after its passage.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, THIS THE _____ day of APRIL, 2021.

David Hillock, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

Robert F. Brown, Town Attorney

Exhibit A

Legal Description and/or Depiction of
Approximately 7.21 Acres of Land

DESCRIPTION

7.21 ACRES

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract Number 662, Denton County, Texas, and being part of those certain tracts of land described in deeds to Spiritas Ranch Enterprises recorded in Volume 842, Page 851, of the Real Property Records of Denton County, Texas (RPRDCT), and Volume 2737, Page 126, RPRDCT, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with cap stamped "WESTWOOD" found at the southeast corner of said Spiritas Ranch Enterprises tract recorded in Volume 2737, Page 126, RPRDCT;

THENCE North 88°08'15" West, with the south line of said Spiritas Ranch Enterprises tract recorded in Volume 2737, Page 126, RPRDCT, and the north line of that certain tract of land described in deed to Robert G. Penley recorded in Volume 2210, Page 648, RPRDCT, a distance of 170.04 feet to a 5/8-inch iron rod found for corner at the most southerly northwest corner of said Robert G. Penley tract, and the northeast corner of that certain tract of land described in deed to Spiritas Ranch Enterprises recorded in Volume 1078, Page 859, RPRDCT;

THENCE North 88°28'46" West, with said south line of the Spiritas Ranch Enterprises tract recorded in Volume 2737, Page 126, RPRDCT, the south line of said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and the north line of said Spiritas Ranch Enterprises tract recorded in Volume 1078, Page 859, RPRDCT, a distance of 727.39 feet to a point for corner;

THENCE North 02°14'45" East, over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, passing at a distance of 335.74 feet a 5/8-inch iron rod found at the southeast corner of that certain tract of land described in deed to RPM xConstruction, LLC recorded in Instrument No. 2014-54052, RPRDCT, in all, a total distance of 354.07 feet to a point for corner;

THENCE South 87°50'18" East, over and across said Spiritas Ranch Enterprises recorded in Volume 842, Page 851, RPRDCT, and Volume 2737, Page 126, RPRDCT, a distance of 901.70 feet to a point for corner located on the east line of said Spiritas Ranch Enterprises recorded in Volume 2737, Page 126, RPRDCT, and a west line (called 3 foot strip) of said Robert G. Penley tract;

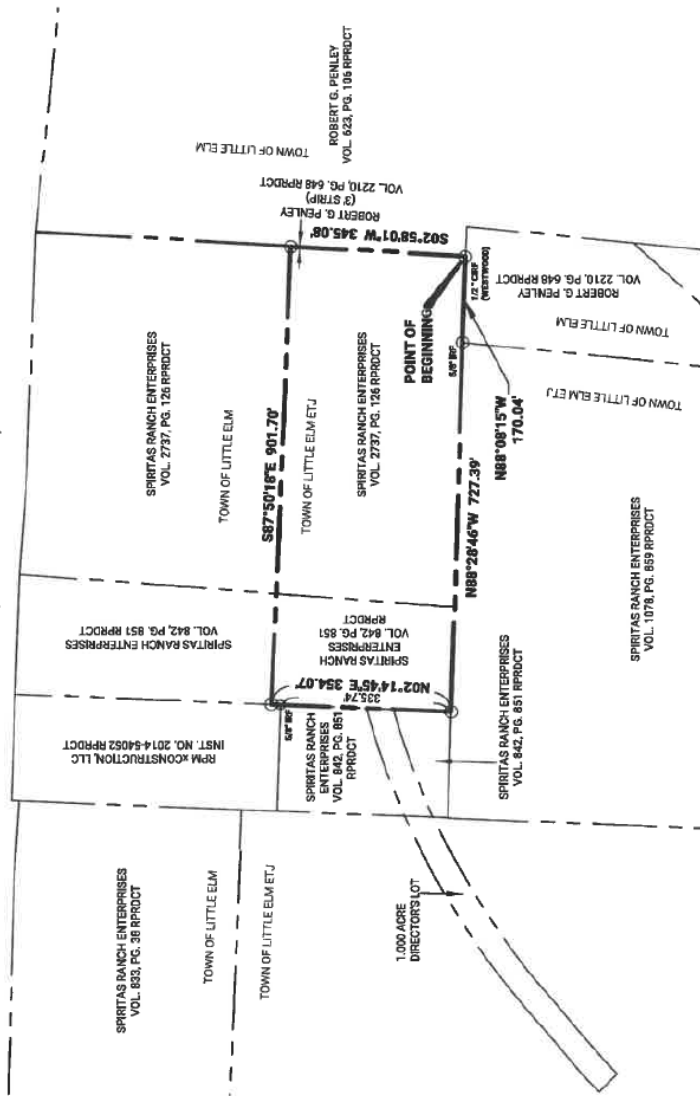
THENCE South 02°58'01" West, with said east line of the Spiritas Ranch Enterprises tract recorded in Volume 2737, Page 126, RPRDCT, and said west line of the Robert G. Penley tract, a distance of 345.08 feet to the POINT OF BEGINNING and containing a calculated area of 7.21 acres of land, more or less.

NOTES:

The bearings shown and recited hereon are referenced to the Texas Coordinate System of 1983 - North Central Zone No. 4202 (NAD83). All distances are surface distances.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

U.S. HIGHWAY NO. 380
(VARIABLE WIDTH RIGHT-OF-WAY)



LEGEND

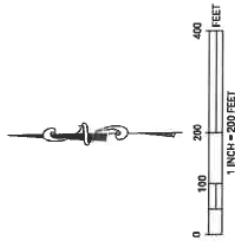
DOC. NO.	-	DOCUMENT NUMBER
INST. NO.	-	INSTRUMENT NUMBER
R.O.W.	-	RIGHT OF WAY
PRDCT	-	PLAT RECORDS OF DENTON COUNTY, TEXAS
RPRDCT	-	REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS
VOL.	-	VOLUME
PG.	-	PAGE
IRF	-	IRON ROD FOUND
CIRF	-	CAPPED IRON ROD FOUND

NOTES

The bearings shown and recited hereon are referenced to the Texas Coordinate System of 1983 - North Central Zone No. 4002 (NAD83). All distances are surface distances.

There are no easements, improvements, or floodplain lines shown or referred to on this exhibit.

This document was prepared under the Texas Professional Land Surveyor Act of 1991, Chapter 213, and does not constitute a warranty of any kind, express or implied, or a representation of the accuracy of the information shown hereon. It is to be used only for the purposes for which it was prepared.



LOCATION MAP

NOT TO SCALE

EXHIBIT
7.21 ACRES
SPIRTAS RANCH

SITUATED IN THE
MARSELLA JONES SURVEY - ABSTRACT NO. 662
TOWN OF LITTLE ELM ETJ
DENTON COUNTY, TEXAS



PLANNER - SURVEYING - SURVEYING

TBPLS FIRM REG. NO. 10194538

TBPLS FIRM REG. NO. 20683

801 East Campbell Road, Ste. 650

Richardson, Texas 75081

TELEPHONE - (214) 484-7055

PROJECT # - 2019017-00

DATE - April 2021

SCALE = 1" = 200'
PAGE 1 OF 1

Exhibit B

Copy of Landowner's Petition for Annexation

VOLUNTARY PETITION FOR ANNEXATION
TO THE TOWN OF LITTLE ELM, TEXAS

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This Voluntary Petition for the Annexation of an area within the extraterritorial jurisdiction of the Town of Little Elm, Texas (the "Town") is submitted by MM Little Elm 548, LLC (the "Landowner").

SECTION 1. The undersigned Landowner owns approximately 7.21 acres of real property, (the "Property") located wholly within the extraterritorial jurisdiction (the "ETJ") of the Town and not within the ETJ or corporate limit of any other town or city, which property is described by metes and bounds and depicted on **Exhibit A** attached hereto and made a part hereof for all purposes. The Landowner is the sole owner of the Property. The Property has no residents.

SECTION 2. The Town is a home rule municipality of the State of Texas, located in Denton County.

SECTION 3. The Landowner hereby petitions the Town Council of the Town to annex the Property into the corporate limits of the Town pursuant to Section 43.0671 of the Texas Local Government Code, as amended.

SECTION 4. Pursuant to Section 43.0671 of the Texas Local Government Code, as amended, the Town may annex an area if each owner of land in the area requests the annexation.

RESPECTFULLY SUBMITTED this 15th day of April, 2021.

[signature page to follow]

LANDOWNER:

MM Little Elm 548, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: 
Name: Mehrdad Moayedi
Its: Manager

[Signature Page of Voluntary Annexation Petition]



Date: 04/20/2021
Agenda Item #: 6. A.
Department: Economic Development Corporation
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Hold a Public Hearing on **Accepting and Approving a Service and Assessment Plan and Improvements on Area #1 Assessment Roll for the Spiritas Ranch Public Improvement District.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

DESCRIPTION:

Public Hearing will be held to consider proposed assessments to be levied against the assessable property within the Spiritas Ranch Public Improvement District (the "District"), relating to the Phase #1 Improvements and the portion of the Major Improvements allocated to Phase #1 Assessed Property. Assessed Property (collectively, the "Assessment Rolls"), which Assessment Rolls include the assessments to be levied against each parcel in the District for the Phase #1 Improvements, pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends opening the public hearing and continuing to the May 4, 2021, Regular Town Council Meeting.



Date: 04/20/2021
Agenda Item #: 6. B.
Department: Economic Development Corporation
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Hold a Public Hearing on **Accepting and Approving a Service and Assessment Plan and Major improvements Area Assessment Roll for the Spiritas Ranch Public Improvement District.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

DESCRIPTION:

Public Hearing will be held to consider proposed assessments to be levied against the assessable property within the Spiritas Ranch Public Improvement District (the "District"), relating to Phases #2-4 Major Improvements Assessment Roll relating to the Major Improvements allocated to Phases #2-4 Assessed property (collectively, the "Assessment Rolls"), which Assessment Rolls include the assessments to be levied against each parcel in the District for the Major Improvements allocated to Phases #2-4, pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends opening the public hearing and continuing to the May 4, 2021, Regular Town Council Meeting.



Date: 04/20/2021
Agenda Item #: 6. C.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Hold a Public Hearing on **Annexing Approximately 301.071 Acre Tract or Tracts of Land Located within the Marsella Jones Survey, Abstract No. 662, within the Extraterritorial Jurisdiction (ETJ) of the Town of Little Elm, Denton County, Texas.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

DESCRIPTION:

On February 2, 2021, the Town Council entered into an agreement with MM Little Elm 548, LLC (Spiritas Ranch Development Agreement) for the development of approximately 545 acres. The development is estimated to include approximately 2,135 single-family lots which is located on the southeast corner of FM 720 and US HWY 380. The property is partially located within the Town limits, which is zoned Agriculture, and the remainder is partially located within the Town's ETJ. The development will include a number of amenities, parks and open space, trails, infrastructure, a school, and a Fire Station. As part of Section 9 of the developer's agreement, a voluntary annexation must happen that includes the additional 301.071 acres to be brought into the Town after the receipt of the petition which we have received.

This item is to conduct the public hearing. The adoption of the resolution and ordinance will be considered in separate items.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

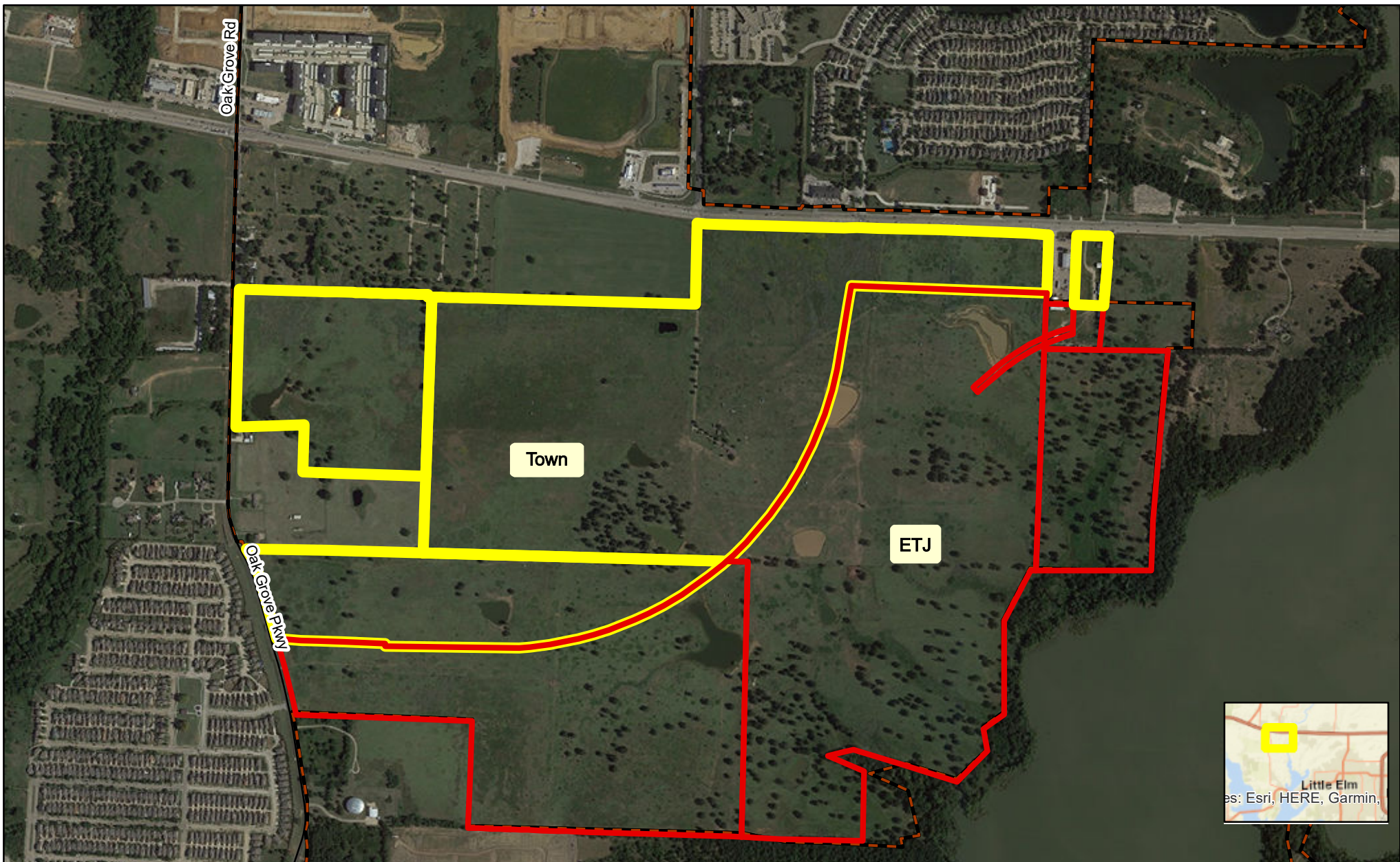
Staff recommends Town Council conduct the public hearing.

Attachments

Area Exhibit 1

Area Exhibit 2

Area Exhibit 3



LITTLE ELM

Town of Little Elm
Denton County, Tx
Date: 1/27/2021

Spiritas Properties Exhibit

0 0.125 0.25
Miles



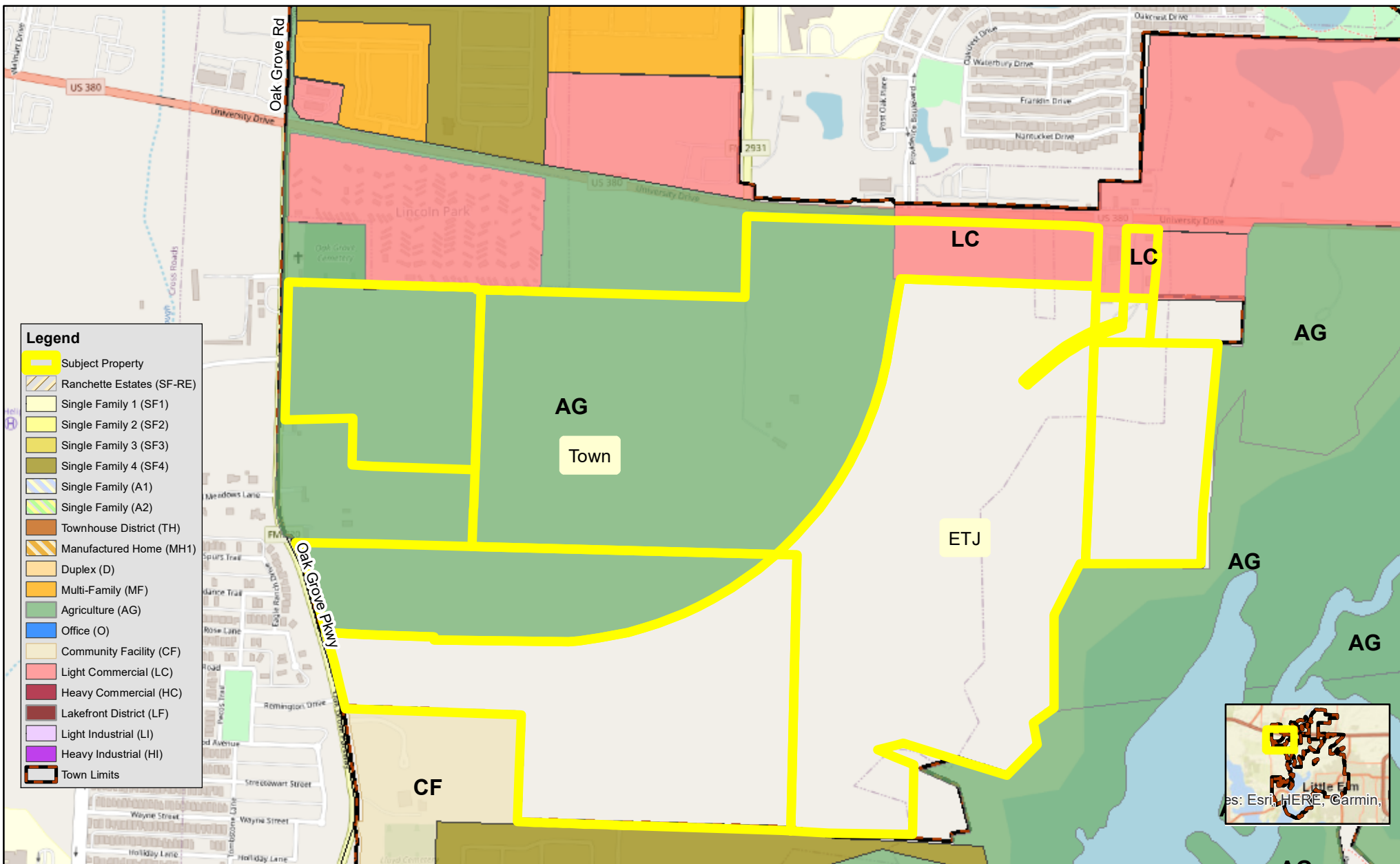
Legend

Exhibit Areas

- Spiritas ETJ
- Spiritas Town
- Town Limits

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

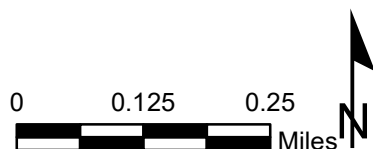
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



LITTLE ELM

Town of Little Elm
Denton County, Tx
Date: 1/27/2021

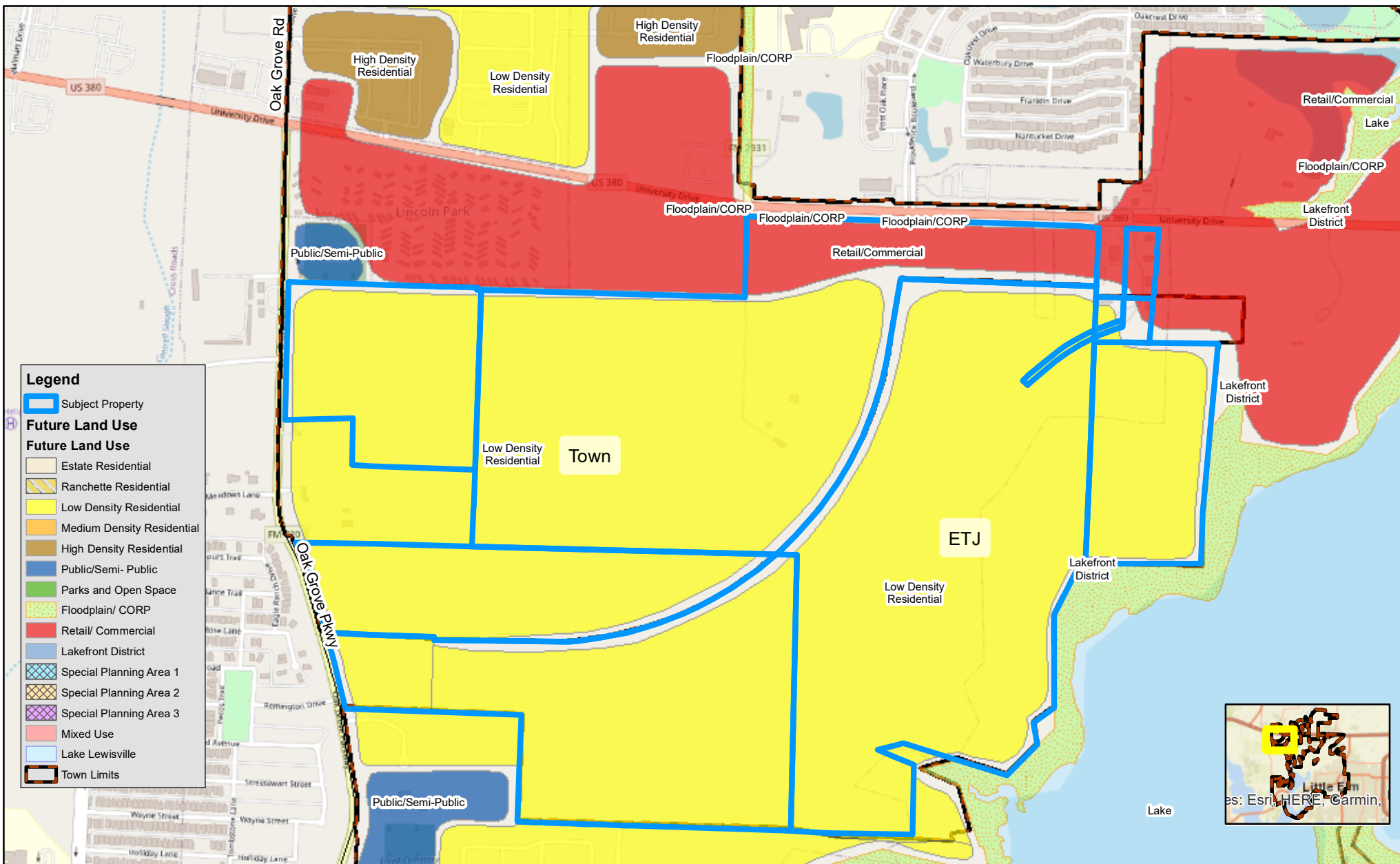
Spiritas Zoning Exhibit



Location Map

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Spiritas Future Land Use Exhibit

LITTLE ELM

Town of Little Elm
Denton County, Tx
Date: 1/27/2021

0 0.125 0.25
Miles



Location Map



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Date: 04/20/2021
Agenda Item #: 7. A.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action on **Resolution No. 0420202101 Approving an Annexation Agreement with MM Little Elm 548, LLC, Concerning the Annexation of 301.071 Acres of Land in the Marsella Jones Survey, Abstract No. 662, Denton County, Texas.**

DESCRIPTION:

As part of the annexation process, Town Council must adopt a resolution approving an annexation agreement that provides a list of services that the Town will provide as part of the annexation process. The service plan includes utilities, public safety, parks, and code enforcement.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution No. 0420202101
Annexation Agreement

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 0420202101

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, APPROVING AN ANNEXATION AGREEMENT WITH MM LITTLE ELM 548, LLC, A TEXAS LIMITED LIABILITY COMPANY, CONCERNING THE ANNEXATION OF 301.071 ACRES OF LAND IN THE MARSELLA JONES SURVEY, ABSTRACT NO. 662, DENTON COUNTY, TEXAS; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, MM Little Elm 548, LLC, a Texas limited liability company (the “Owner”) is the owner of 301.071 acres of land in the Marsella Jones Survey, Abstract No. 662, in Denton County, Texas (the “Annexation Property”); and

WHEREAS, on February 23, 2021, the Owner submitted a petition to the Town of Little Elm, Texas (the “Town”), requesting the Town to annex the Annexation Property; and

WHEREAS, Section 43.0672 of the Texas Local Government Code requires the Town and Owner to enter into an Annexation Agreement prior to the annexation of the Annexation Property, a copy of which is attached hereto as *Exhibit A*; and

WHEREAS, the Town Council of the Town of Little Elm, Texas, hereby finds and determines that the Annexation Agreement, a copy of which is attached hereto as *Exhibit A*, is in the best interests of the citizens of the Town of Little Elm, Texas.

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

Section 1. That the foregoing recitals are hereby found to be true and correct legislative findings of the Town Council of the Town of Little Elm, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the Town Council of the Town of Little Elm, Texas, does hereby approve and authorize the execution of the Annexation Agreement, a copy of which is attached hereto as *Exhibit A* and is incorporated herein for all purposes.

Section 3. This Resolution shall become effective from and after its passage.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, THIS THE 20TH DAY OF APRIL, 2021.

David Hillock, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

Robert F. Brown, Town Attorney

Exhibit A

[Annexation Agreement]

ANNEXATION AGREEMENT

This Annexation Agreement (hereinafter referred to as the "Agreement") is entered into pursuant to Section 43.0672(a) of the Texas Local Government Code, as amended, by and between the **TOWN OF LITTLE ELM, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the "Town") and **MM Little Elm 548, LLC**, a Texas limited liability company (hereinafter referred to as the "Owner"). The Town and Owner may hereafter be referred to collectively as the "Parties" or, individually, as a "Party."

WHEREAS, Owner owns certain real property (hereinafter referred to as the "Property") in Denton County, Texas, which is particularly described and/or depicted in *Exhibit A*, which is attached hereto and is incorporated herein for all purposes; and

WHEREAS, the Property lies wholly within the Town's extraterritorial jurisdiction (hereinafter referred to as the "ETJ"); and

WHEREAS, the Town and Owner agree the Property is contiguous to the Town's corporate limits; and

WHEREAS, the Town and Owner desire to annex the Property in accordance with Chapter 43 of the Texas Local Government Code, as amended; and

WHEREAS, Sections 43.067 to 43.0673 of the Texas Local Government Code provides the process to annex property on request of the property owner; and

WHEREAS, Section 43.0672 of the Texas Local Government Code provide that "(a) The governing body of the municipality that elects to annex an area under this subchapter must first negotiate and enter into a written agreement with the owners of land in the area for the provision of services in the area. (b) The agreement must include: (1) a list of each service the municipality will provide on the effective date of the annexation; and (2) a schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation. (c) The municipality is not required to provide a service that is not included in the agreement"; and

WHEREAS, the Town desires to enter into this Agreement with Owner concerning the services to be provided to the Property in accordance with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, the Town and Owner acknowledge that this Agreement is binding upon the Town and Owner and their respective successors and assigns for the term of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Denton County, Texas.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, Town and Owner agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein. This Agreement is intended to run with the Property, and shall be recorded in the deed records of Denton County, Texas, and shall be binding upon the Property.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word “Act” means Chapter 43 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Annexation Agreement, authorized by Section 43.0672 of the Act, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **Effective Date.** The words “Effective Date” of this Agreement shall be the date of the later to execute this Agreement by Owner and Town.
- (d) **ETJ.** The term “ETJ” refers to the Town’s extraterritorial jurisdiction as authorized by Chapter 42 of the Texas Local Government Code, as amended.
- (e) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (f) **Owner.** The word “Owner” means **MM Little Elm 548**, LLC, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 1800 Valley View Lane, Suite 300, Farmers Branch, Texas 75234.
- (g) **Property.** The word “Property” means the approximately 301.071 acre tract of land located within the Denton County, Texas, as more particularly described and or depicted in ***Exhibit A*** of this Agreement, which is attached hereto and incorporated herein for all purposes.
- (h) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.
- (i) **Town.** The word “Town” means the Town of Little Elm, Texas, a Texas home-rule municipality. For the purposes of this Agreement, Town’s address is 100 W. Eldorado Parkway, Little Elm, Texas 75068.

SECTION 4. LIST OF SERVICES TO BE PROVIDED TO THE PROPERTY.

In accordance with Section 43.0672 of the Act, the Town will provide the following services to the Property after its annexation into the corporate limits of the Town:

(a) Police Protection:

- (1) Police personnel and equipment from the Town's Police Department shall be provided to the Property, at a level consistent with current methods and procedures presently provided to similar areas, on the effective date of the annexation of the Property.
- (2) As development commences on the Property, sufficient police protection, including personnel and equipment will be provided to furnish the Property with the level of police services consistent with the characteristics of topography, land utilization and population density of other areas of the Town.
- (3) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the Town limits.

(b) Fire Protection / Emergency Medical Services:

- (1) Fire protection and Emergency Medical Services (EMS) from the Town shall be provided to the Property, at a level consistent with current methods and procedures presently provided to similar areas, on the effective date of the annexation of the Property.
- (2) As development commences on the Property, sufficient fire protection and EMS, including personnel and equipment will be provided to furnish the Property with the level of services consistent with the characteristics of topography, land utilization and population density of other areas of the Town. It is anticipated that fire stations planned to serve areas currently within the Town will be sufficient to serve the Property.
- (3) Upon ultimate development, fire protection and EMS will be provided at a level consistent with other similarly situated areas within the Town limits.

(c) Fire Prevention:

The services of the Town's Fire Department shall be provided to the Property on the effective date of the annexation of the Property.

(d) Solid Waste Collection:

- (1) Solid waste collection shall be provided to the areas annexed upon request on the effective date of the annexation of the Property. The collection of refuse from individual properties shall be made in accordance with the usual solid waste scheduling.
 - (2) As development commences in these areas, sufficient solid waste collection will be provided to furnish the level of services consistent with the characteristics of topography, land utilization, and population density of other areas of the Town.
 - (3) Upon ultimate development, solid waste collection will be provided at a level consistent with other similarly situated within the Town limits.
- (e) Water Service (to be provided only in those areas that are not within the service area of another water or wastewater utility):
- (1) Connection to existing Town water mains for water service will be provided in accordance with existing Town policies. Upon connection to existing mains, water will be provided at rates established by Town ordinances.
 - (2) As development commences within these areas, water mains will be extended in accordance with the provisions of the Town Code and/or other applicable ordinances and regulations. Town participation in the costs of these extensions shall be in accordance with applicable Town ordinances and regulations. Capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of other areas of the Town.
 - (3) Water mains installed or improved to Town standards within the annexed areas which are located within dedicated easements, rights-of-way, or any other acceptable location approved by the Town Engineer, shall be maintained by the Town on the effective date of the annexation of the Property.
 - (4) Maintenance of private lines will be the responsibility of the owner or occupant.
 - (5) Operation and maintenance of water facilities located on the Property that are within the service area of another water utility will be the responsibility of that utility.
- (f) Sanitary Sewer Service (to be provided only in those areas that are not within the service area of another water or wastewater utility):
- (1) Connection to existing Town sanitary sewer mains for sewage service will be provided in accordance with existing Town policies. Upon connection to existing mains, sanitary sewer collection will be provided at rates established by Town ordinances.

- (2) As development commences in these areas, sanitary sewer mains will be extended in accordance with the provisions of the Town Code and/or other applicable ordinances and regulations. Town participation in the costs of these extensions shall be in accordance with applicable Town ordinances and regulations. Capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of other areas of the Town.
- (3) Sanitary sewer mains and lift stations installed or improved to Town standards within the annexed areas which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the Town Engineer, shall be maintained by the Town on the effective date of the annexation of the Property.
- (4) Operation and maintenance of wastewater facilities located on the Property that are within the service area of another water utility will be the responsibility that utility.
- (5) Operation and maintenance of private wastewater facilities located on the Property will be the responsibility of the owner.

(g) Streets:

- (1) Emergency street maintenance shall be provided for publicly dedicated streets or roads within the Property on the effective date of the annexation of the Property. Routine maintenance will be scheduled as part of the Town's annual street maintenance program in accordance with the then current policies and procedures defined by ordinance.
- (2) As development commences in these areas, all publicly dedicated streets shall be constructed to current Town standards. The regulations and ordinance regarding Town participation, maintenance and acceptance upon completion, shall apply. Maintenance will be provided at a level consistent with the characteristics of topography, land utilization, and population density of other areas of the Town.

(h) Parks and Recreation:

- (1) Any residents within the Property may utilize all existing park and recreation facilities, on the effective date of the annexation of the Property. Fees for such usage shall be in accordance with current fees established by ordinance.
- (2) As development commences in these areas, additional park and recreation facilities shall be constructed based on park policies defined in the Town's Master Plan. The general planned locations and classifications of parks will ultimately serve residents from the current Town limits and residents of the Property.

- (i) Environmental Health and Code Enforcement services:
 - (1) Enforcement of current environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicles ordinances and animal control ordinances, shall begin within these areas within sixty (60) days of the effective date of the annexation of the Property.
 - (2) Inspection services, including but not limited to, the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical, and electrical work to ensure compliance with Town codes and ordinances will be provided within sixty (60) days of the effective date of the annexation of the Property.
 - (3) As development commences in this area, the Town shall provide the level of Environmental Health and Code Enforcement Services as are furnished in other similarly situated areas throughout the Town.

SECTION 5. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Town warrants and represents that the individual executing this Agreement on behalf of Town has full authority to execute this Agreement and bind Town to the same. Owner warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same

document.

- (g) **Enforcement.** This Agreement may be enforced by either Owner or the Town by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.
- (h) **Entire Agreement.** This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.
- (i) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (j) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:

if to Town:	Town of Little Elm, Texas 100 W. Eldorado Parkway Little Elm, Texas 75068 Attn: Matt Mueller, Town Manager Telephone: 214-975-0406
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if to Owner:	MM Little Elm 548 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234 Attn: Mehrdad Moayedi Telephone: 469-892-7200
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- (k) **Recording.** This Agreement is intended to run with the Property, and upon execution by the Parties shall be recorded in the deed records of Denton County, Texas, and shall be binding upon the Property.
- (l) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

- (m) **Sovereign Immunity.** No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.
- (n) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

TOWN:

TOWN OF LITTLE ELM, TEXAS,
A Texas home-rule municipality,

By: _____
David Hillock, Mayor

Date: _____

ATTEST:

Caitlan Biggs, Town Secretary

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

This instrument was acknowledged before me on the ____ day of _____, 2021, by David Hillock, Mayor of the Town of Little Elm, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public, State of Texas

OWNER:

MM Little Elm 548,
a Texas limited liability company,

By: _____

Name: Mehrdad Moayedí

Title: Owner

Date Signed: _____

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on the ____ day of _____, 2021, by Mehrdad Moayedí, Owner of , **MM Little Elm 548** LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

Exhibit A

[Legal Description and/or Depiction of the Property]



Date: 04/20/2021
Agenda Item #: 7. B.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action on **Ordinance No. 1601 to Annex Approximately 301.071 Acre Tract or Tracts of Land Located Within the Marsella Jones Survey, Abstract No. 662, Within the Extraterritorial Jurisdiction (ETJ) of the Town of Little Elm, Denton County, Texas.**

DESCRIPTION:

On February 2, 2021, the Town Council entered into an agreement with MM Little Elm 548, LLC (Spiritas Ranch Development Agreement) for the development of approximately 545 acres. The development is estimated to include approximately 2,135 single-family lots which is located on the southeast corner of FM 720 and US Hwy 380. The property is partially located within the Town limits which is zoned Agriculture, and the remainder is partially located within the Town's ETJ. The development will include a number of amenities, parks and open space, trails, infrastructure, a school, and a Fire Station. As part of Section 9 of the developer's agreement, a voluntary annexation must happen that includes the additional 301.071 acres to be brought into the Town after the receipt of the petition which we have received.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Annexation Petition
Area Exhibit 1
Area Exhibit 2
Area Exhibit 3
Ordinance No. 1601

VOLUNTARY PETITION FOR ANNEXATION
TO THE TOWN OF LITTLE ELM, TEXAS

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This Voluntary Petition for the Annexation of an area within the extraterritorial jurisdiction of the Town of Little Elm, Texas (the "Town") is submitted by MM Little Elm 548, LLC (the "Landowner").

SECTION 1. The undersigned Landowner owns approximately 301.071 acres of real property, (the "Property") located wholly within the extraterritorial jurisdiction (the "ETJ") of the Town and not within the ETJ or corporate limit of any other town or city, which property is described by metes and bounds and depicted on **Exhibit A** attached hereto and made a part hereof for all purposes. The Landowner is the sole owner of the Property. The Property has no residents.

SECTION 2. The Town is a home rule municipality of the State of Texas, located in Denton County.

SECTION 3. The Landowner hereby petitions the Town Council of the Town to annex the Property into the corporate limits of the Town pursuant to Section 43.0671 of the Texas Local Government Code, as amended.

SECTION 4. Pursuant to Section 43.0671 of the Texas Local Government Code, as amended, the Town may annex an area if each owner of land in the area requests the annexation.

RESPECTFULLY SUBMITTED this 23rd day of February, 2021.

[signature page to follow]

LANDOWNER:

MM Little Elm 548, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: 
Name: Mehrdad Moayed
Its: Manager

[Signature Page of Voluntary Annexation Petition]

EXHIBIT A

Metes and Bounds and Depiction of Property

EXHIBIT "A-1"
DESCRIPTION
301.071 ACRES

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract Number 662, Denton County, Texas, and being part of those certain tracts of land described in deeds to Spiritas Ranch Enterprises, recorded in Volume 833, Page 38, and Volume 842, Page 851, of the Real Property Records of Denton County, Texas (RPRDCT), part of that certain tract of land described in deed to Spiritas Ranch Enterprise recorded in Volume 998, Page 670, RPRDCT, all of that certain tract of land described in deed to Spiritas Ranch Enterprises recorded in Volume 1078, Page 859, RPRDCT, all of those certain tracts of land described as Tract I, Tract II, and Tract III in Affidavit recorded in Instrument No. 2016-136619, RPRDCT, and being more particularly described as follows:

BEGINNING at a point located on the east right-of-way line of Farm to Market Road No. 720 (called variable width right-of-way), and being located at the northwest corner of that certain tract of land described in deed to Upper Trinity Regional Water District, recorded in Volume 4646, Page 212, RPRDCT, said point also being located at the beginning of a non-tangent curve to the left;

THENCE with in a northerly direction along the east right-of-way line of said Farm to Market Road No. 720 the following courses to points for corner:

Northerly with said curve which has a central angle of $03^{\circ}50'07''$, a radius of 5814.58 feet, a chord which bears North $13^{\circ}35'52''$ West, a distance of 389.15 feet, and an arc length of 389.22 feet to the end of said curve;

And North $15^{\circ}30'56''$ West, a distance of 228.00 feet;

THENCE over and across said Spiritas Ranch tracts recorded in Volume 998, Pg. 670 and Volume 833, Page 38, RPRDCT, the following courses to points for corner:

South $84^{\circ}58'58''$ East, a distance of 177.25 feet;

South $88^{\circ}06'54''$ East, a distance of 613.29 feet;

South $01^{\circ}53'06''$ West, a distance of 21.47 feet;

South $88^{\circ}56'34''$ East, a distance of 852.10 feet to the beginning of a non-tangent curve to the left;

Northeasterly with said curve which has a central angle of $80^{\circ}16'04''$, a radius of 2633.43 feet, a chord which bears North $49^{\circ}22'19''$ East, a distance of 3394.89 feet, and an arc length of 3689.27 feet to the end of said curve;

North $09^{\circ}15'28''$ East, a distance of 509.48 feet;

And South $87^{\circ}50'52''$ East, a distance of 1496.33 feet, said point being located on the west line of that certain tract of land described in deed to RPMX Construction, LLC, recorded in Instrument Number 2014-54052, RPRDCT;

THENCE South $02^{\circ}13'59''$ West, with said west line, a distance of 70.01 feet to a point for corner being located at the southwest corner of said RPMX tract;

THENCE South $88^{\circ}24'29''$ East, with the south line of said RPMX tract, a distance of 209.79 feet to a point for corner being located at the southeast corner of said RPMX tract;

THENCE South 02°14'45" West, over and across that certain tract of land described in deed to Spiritas Ranch Enterprises, recorded in Volume 842, Page 851, RPRDCT, a distance of 335.74 feet to a point for corner being located on the north line of said Spiritas Ranch tract recorded in Volume 1078, Page 859, RPRDCT;

THENCE South 88°28'46" East, with said north line, a distance of 727.39 feet to a point for corner being located at the northeast corner of said Spiritas Ranch tract recorded in Volume 1078, Page 859, RPRDCT;

THENCE South 05°42'19" West, a distance of 621.88 feet with the east line of said Spiritas tract to a point for corner located at the southwest corner of that certain tract of land described in deed to Robert G. Penley, recorded in Volume 2210, Page 648, RPRDCT, said point also being located on the U.S. Army Corps of Engineers "Take" line for Lake Lewisville;

THENCE with said "Take" line, the following courses to points for corner:

South 04°54'16" West, a distance of 350.10 feet;

South 04°07'29" West, a distance of 349.25 feet;

South 00°09'01" East, a distance of 373.36 feet;

North 88°11'41" West, a distance of 800.30 feet;

South 37°20'20" West, a distance of 536.00 feet;

South 00°08'50" East, a distance of 672.96 feet;

South 56°09'16" West, a distance of 188.85 feet;

South 09°39'06" East, a distance of 162.80 feet;

South 46°03'07" West, a distance of 319.64 feet;

North 74°07'14" West, a distance of 789.34 feet;

South 78°59'39" West, a distance of 216.00 feet;

South 65°55'09" East, a distance of 739.69 feet;

South 16°04'51" East, a distance of 348.96 feet;

And North 88°34'10" West, a distance of 224.10 feet, said point being located at a northeast corner of that certain tract of land described in a correction deed to 2016 Blackhawk 155 Holdings, LTD., recorded in Instrument Number 2018-37459, RPRDCT;

THENCE North 88°59'00" West, with the north line of said Blackhawk tract, a distance of 981.60 feet to a point for corner;

THENCE North 86°40'28" West, continuing with the north line of said Blackhawk tract, a distance of 346.35 feet to a point for corner;

THENCE North 88°13'50" West, continuing with the north line of said Blackhawk tract, and the north line of Prairie Oaks Phase 1B, an addition to the Town of Little Elm, Denton County, Texas, according to Final Plat recorded in Document No. 2019-258, of the Plat Records of Denton County, Texas, a distance of 1949.86 feet to a point for corner;

THENCE North 02°08'13" East, with a west line of said Spiritas tract recorded in Volume 998, Page 670, and the east line of said Upper Trinity Regional Water District tract, a distance of 810.31 feet to a point for corner;

THENCE North 87°51'47" West, with a south line of said Spiritas tract recorded in Volume 998, Page 670, and the north line of said Upper Trinity Regional Water District tract, a distance of 1295.87 feet to the POINT OF BEGINNING of herein described tract and containing a calculated area of 302.071 acres of land, more or less.

SAVE AND EXCEPT THE FOLLOWING DESCRIBED 1.000 ACRE TRACT OF LAND:

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract No. 662, in Denton County, Texas, according to and being part of those certain tracts of land described in deeds to Spiritas Ranch Enterprises recorded in Volume 833, Page 38, of the Real Property Records of Denton County, Texas (RPRDCT); and Volume 842, Page 851, RPRDCT; and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found on the south right-of-way line of U.S. Highway No. 380 (variable width right-of-way), and being the most northerly northwest corner of said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and also being the northeast corner of that certain tract of land described in deed to RPM xConstruction recorded in Document No. 2014-54052, RPRDCT, from which a TXDOT monument found at the northwest corner of said RPM xConstruction tract bears North 88°21'17" West, a distance of 209.89 feet;

THENCE South 02°14'40" West, leaving said south right-of-way line of U.S. Highway No. 380, and with a west line of said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, passing at a distance of 518.63 feet the southeast corner of said RPM xConstruction tract, continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, in all, a total distance of 688.87 feet to the POINT OF BEGINNING, a 5/8 inch iron rod with cap stamped "BCG 10194538" set;

THENCE South 02°14'40" West, continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, a distance of 52.51 feet to a 5/8 inch iron rod with cap stamped "BCG 10194538" set for corner, and the beginning of a non-tangent curve to the left;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, and with said curve which has a central angle of 24°30'27", a radius of 1475.00 feet, a chord which bears South 61°54'11" West, a chord distance of 626.11 feet, and an arc distance of 630.91 feet to the end of said curve, a 5/8 inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, the following courses to 5/8 inch iron rods with cap stamped "BCG 10194538" set for corner;

South 49°38'57" West, a distance of 169.00 feet, and being the beginning of a tangent curve to the left;

With said curve which has a central angle of 05°10'17", a radius of 560.00 feet, a chord which bears South 47°03'49" West, a chord distance of 50.53 feet, and an arc distance of 50.54 feet to the end of said curve;

North 45°31'19" West, a distance of 50.00 feet, and being the beginning of a non-tangent curve to the right;

With said curve which has a central angle of 05°10'17", a radius of 610.00 feet, a chord which bears North 47°03'49" East, a chord distance of 55.04 feet, and an arc distance of 55.06 feet to the end of said curve;

And North 49°38'57" East, a distance of 169.00 feet, and being the beginning of a tangent curve to the right;

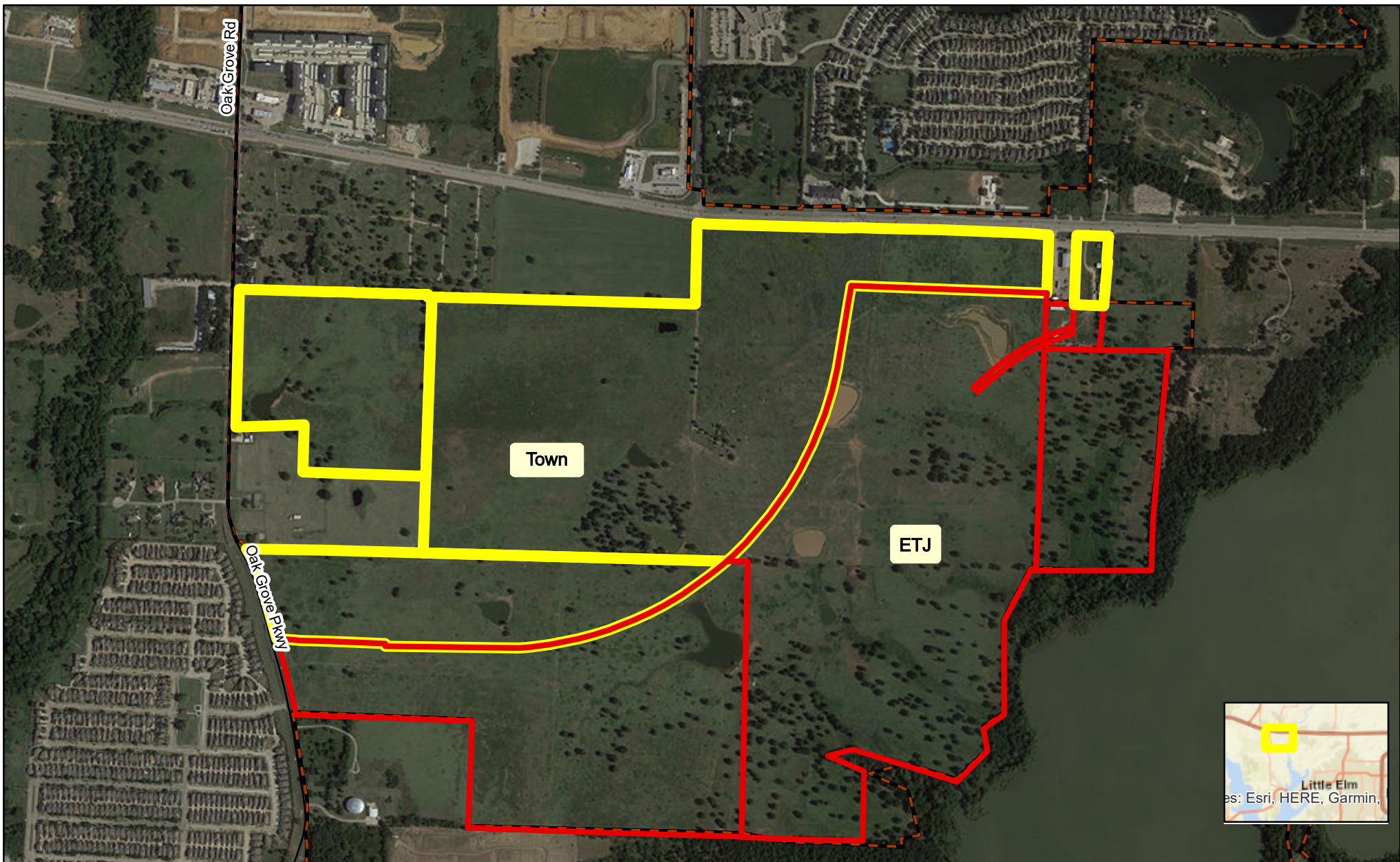
THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, and said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and with said curve which has a central angle of 25°07'12", a radius of 1525.00 feet, a chord which bears North 62°12'33" East, a chord distance of 663.26 feet, and an arc distance of 668.60 feet to the end of said curve, and the POINT OF BEGINNING, containing a calculated area of 1.000 acres of land.

LEAVING A NET AREA OF 301.071 ACRES OF LAND.

NOTES:

The bearings shown and recited hereon are referenced to the Texas Coordinate System of 1983 - North Central Zone No. 4202 (NAD83). All distances are surface distances.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



LITTLE ELM

Town of Little Elm
Denton County, Tx
Date: 1/27/2021

Spiritas Properties Exhibit

0 0.125 0.25
Miles



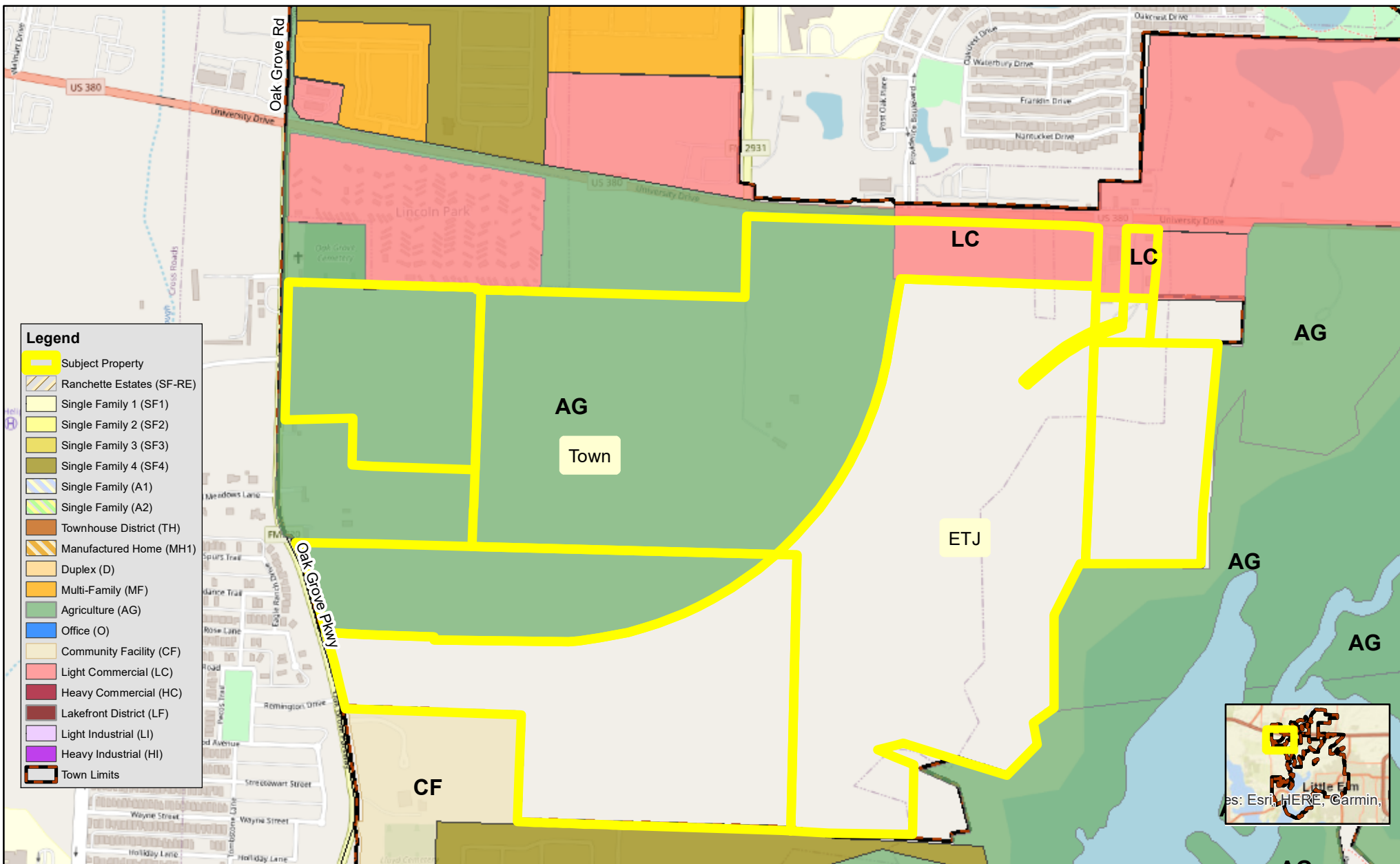
Legend

Exhibit Areas

- Spiritas ETJ
- Spiritas Town
- 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.



LITTLE ELM

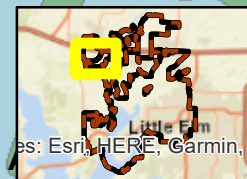
Town of Little Elm
 Denton County, Tx
 Date: 1/27/2021

Spiritas Zoning Exhibit

0 0.125 0.25
 Miles

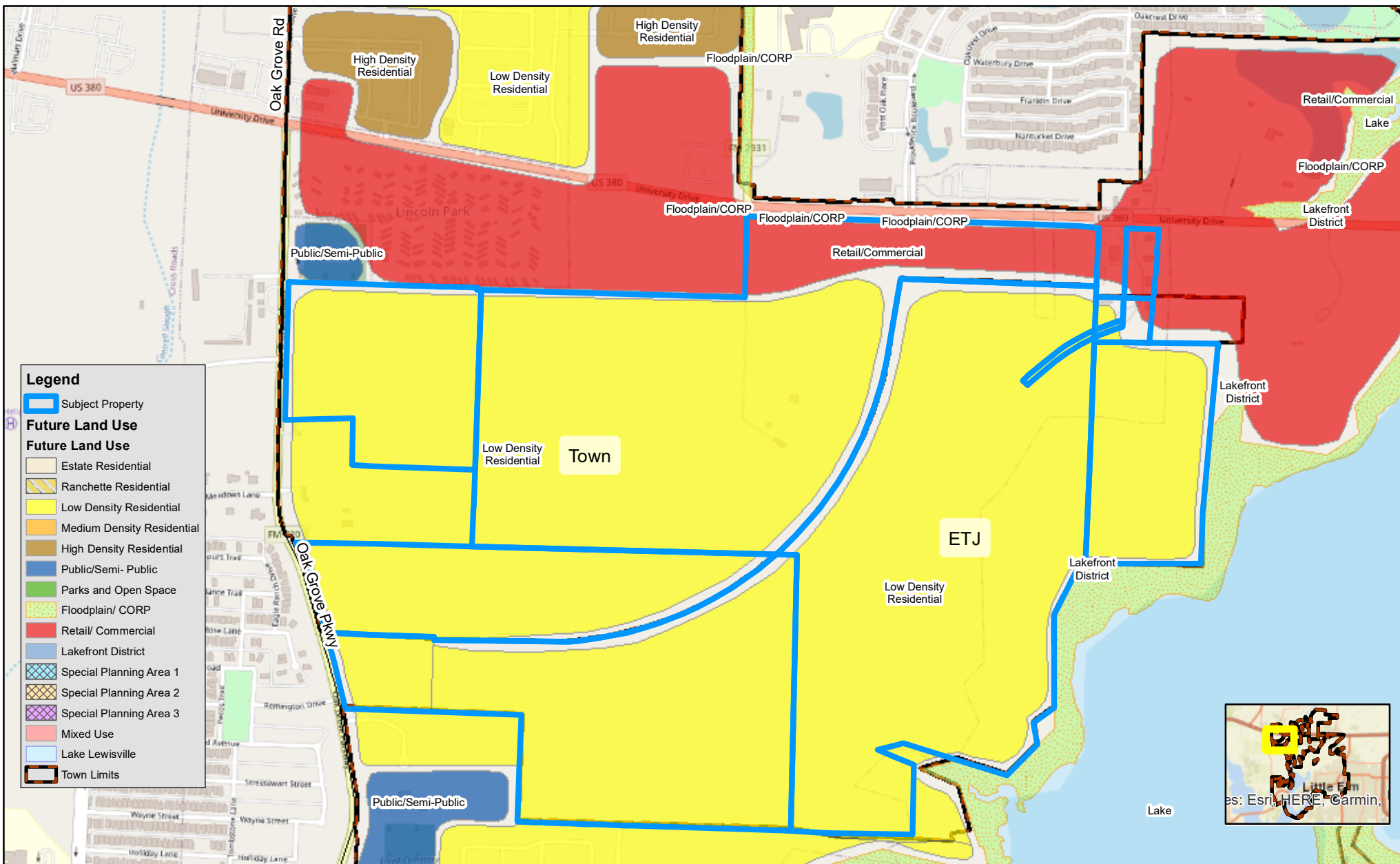


Location Map



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Spiritas Future Land Use Exhibit

LITTLE ELM

Town of Little Elm
Denton County, Tx
Date: 1/27/2021

0 0.125 0.25
Miles



Location Map



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ORDINANCE NO. 1601

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, ANNEXING AN APPROXIMATELY 301.071 ACRES OF LAND LOCATED IN THE TOWN'S EXTRATERRITORIAL JURISDICTION AND ADJACENT AND CONTIGUOUS TO THE TOWN OF LITTLE ELM, AS DESCRIBED AND/OR DEPICTED IN EXHIBIT A, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES; PROVIDING THAT SUCH AREAS SHALL BECOME A PART OF THE TOWN AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREAFTER ADOPTED; PROVIDING FOR AMENDING AND CORRECTING THE OFFICIAL BOUNDARIES OF THE TOWN OF LITTLE ELM, TEXAS, AS HERETOFORE ADOPTED; PROVIDING THAT THE TOWN MANAGER UNDERTAKE CERTAIN ACTIONS RELATIVE TO SAID ANNEXATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR SAID ORDINANCE TO TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE.

WHEREAS, the Town of Little Elm, Texas (also referred to as the "Town"), pursuant to Chapter 43 of the Texas Local Government Code, as amended, has instituted annexation proceedings to annex certain territories adjacent and contiguous to the Town, which territories are depicted in **Exhibit A**, attached hereto and incorporated herein for all purposes; and

WHEREAS, the Town of Little Elm, Texas, received a request from each owner of certain property that the area be annexed into the Town limits of the Town of Little Elm, Texas, a legal description and/or depiction of said property is attached hereto as **Exhibit A**, and is incorporated herein for all purposes; and

WHEREAS, said request was from each owner of land in the area in accordance with Section 43.0671 of the Texas Local Government Code; and

WHEREAS, the Town and owners of land entered into a written agreement regarding Town services consistent with Section 43.0672(a) of the Texas Local Government Code; and

WHEREAS, on **Tuesday, April 20, 2021**, one (1) public hearing was conducted in accordance with Section 43.0673(a) of the Texas Local Government Code, at the Little Elm Town Hall, located at 100 W. Eldorado Parkway, Little Elm, Texas 75068; and

WHEREAS, the public hearing was conducted and held in accordance with Chapter 43 of the Texas Local Government Code; and

WHEREAS, all required statutory notices pursuant to the Chapter 43 of the Texas Local Government Code have been accomplished; and

WHEREAS, the area to be annexed is contiguous and adjacent to the corporate limits of the Town of Little Elm, Texas, and meets all applicable size and shape requirements of state law governing eligibility for annexation.

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

Section 1. FINDINGS INCORPORATED

That the findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. ANNEXATION OF PROPERTY

That the property depicted in ***Exhibit A***, attached hereto and incorporated herein for all purposes is hereby determined to be in the Town's extraterritorial jurisdiction is hereby annexed and brought within the corporate limits of the Town of Little Elm, Denton County, Texas, and the same is hereby made a part of the Town of Little Elm, Texas.

Section 3. SERVICE PLAN

The service plan, attached hereto as ***Exhibit B*** and incorporated herein for all purposes, was submitted in accordance with Chapter 43 of the Texas Local Government Code, and is hereby approved as part of this Ordinance, and is made a part thereof.

Section 4. RIGHTS AND PRIVILEGES

The properties depicted in ***Exhibit A*** shall bear their pro rata share of the taxes levied by the Town of Little Elm, Texas, and any inhabitants of the area herein annexed shall be entitled to all of the rights, privileges, and responsibilities of other citizens of the Town of Little Elm, Texas, and are hereby bound by all acts, ordinances and all other legal action now in full force and effect and all those which may be hereafter adopted.

Section 5. OFFICIAL TOWN MAP

The official map and boundaries of the Town of Little Elm, Texas, heretofore adopted and amended be and are hereby amended so as to include the properties depicted in ***Exhibit A*** as part of the Town of Little Elm, Denton County, Texas.

Section 6. CORRECTION OF OFFICIAL TOWN MAP

The Town Manager is hereby directed and authorized to perform or cause to be performed all acts necessary to effectuate this Ordinance, including but not limited to any corrections to the official map of the Town of Little Elm, Texas, and to add the territories hereby annexed as required by law.

Section 7. SUBMISSION TO GOVERNMENTAL AGENCIES

The Town Manager and or Town Attorney are hereby directed and authorized to file a certified copy of this Ordinance with the necessary governmental agencies, including the United States Department of Justice, as needed.

Section 8. SEVERABILITY CLAUSE

If any section, subsection, sentence, phrase, or word be found to be illegal, invalid, or unconstitutional, or if any portion of said properties is incapable of being annexed by the Town of Little Elm, Texas, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, sentence, phrase, word, paragraph or provision to any other person or portion of said properties, situation or circumstance, nor shall the adjudication affect any other section, sentence, phrase, word, paragraph or provision of any other ordinance of the Town of Little Elm, Texas. The Town Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid properties without the invalid part and invalid properties and to this end the provisions of this Ordinance are declared to be severable.

Section 9. EFFECTIVE DATE

This Ordinance shall become effective immediately upon its passage, as provided by the laws of the State of Texas.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, THIS THE 20th day of April, 2021.

David Hillock, Mayor
Town of Little Elm, Texas

ATTEST:

Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

Robert F. Brown, Town Attorney

Exhibit A

Legal Description and/or Depiction
of
Annexation Property

EXHIBIT "A-1"
DESCRIPTION
301.071 ACRES

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract Number 662, Denton County, Texas, and being part of those certain tracts of land described in deeds to Spiritas Ranch Enterprises, recorded in Volume 833, Page 38, and Volume 842, Page 851, of the Real Property Records of Denton County, Texas (RPRDCT), part of that certain tract of land described in deed to Spiritas Ranch Enterprise recorded in Volume 998, Page 670, RPRDCT, all of that certain tract of land described in deed to Spiritas Ranch Enterprises recorded in Volume 1078, Page 859, RPRDCT, all of those certain tracts of land described as Tract I, Tract II, and Tract III in Affidavit recorded in Instrument No. 2016-136619, RPRDCT, and being more particularly described as follows:

BEGINNING at a point located on the east right-of-way line of Farm to Market Road No. 720 (called variable width right-of-way), and being located at the northwest corner of that certain tract of land described in deed to Upper Trinity Regional Water District, recorded in Volume 4646, Page 212, RPRDCT, said point also being located at the beginning of a non-tangent curve to the left;

THENCE with in a northerly direction along the east right-of-way line of said Farm to Market Road No. 720 the following courses to points for corner:

Northerly with said curve which has a central angle of $03^{\circ}50'07''$, a radius of 5814.58 feet, a chord which bears North $13^{\circ}35'52''$ West, a distance of 389.15 feet, and an arc length of 389.22 feet to the end of said curve;

And North $15^{\circ}30'56''$ West, a distance of 228.00 feet;

THENCE over and across said Spiritas Ranch tracts recorded in Volume 998, Pg. 670 and Volume 833, Page 38, RPRDCT, the following courses to points for corner:

South $84^{\circ}58'58''$ East, a distance of 177.25 feet;

South $88^{\circ}06'54''$ East, a distance of 613.29 feet;

South $01^{\circ}53'06''$ West, a distance of 21.47 feet;

South $88^{\circ}56'34''$ East, a distance of 852.10 feet to the beginning of a non-tangent curve to the left;

Northeasterly with said curve which has a central angle of $80^{\circ}16'04''$, a radius of 2633.43 feet, a chord which bears North $49^{\circ}22'19''$ East, a distance of 3394.89 feet, and an arc length of 3689.27 feet to the end of said curve;

North $09^{\circ}15'28''$ East, a distance of 509.48 feet;

And South $87^{\circ}50'52''$ East, a distance of 1496.33 feet, said point being located on the west line of that certain tract of land described in deed to RPMX Construction, LLC, recorded in Instrument Number 2014-54052, RPRDCT;

THENCE South $02^{\circ}13'59''$ West, with said west line, a distance of 70.01 feet to a point for corner being located at the southwest corner of said RPMX tract;

THENCE South $88^{\circ}24'29''$ East, with the south line of said RPMX tract, a distance of 209.79 feet to a point for corner being located at the southeast corner of said RPMX tract;

THENCE South 02°14'45" West, over and across that certain tract of land described in deed to Spiritas Ranch Enterprises, recorded in Volume 842, Page 851, RPRDCT, a distance of 335.74 feet to a point for corner being located on the north line of said Spiritas Ranch tract recorded in Volume 1078, Page 859, RPRDCT;

THENCE South 88°28'46" East, with said north line, a distance of 727.39 feet to a point for corner being located at the northeast corner of said Spiritas Ranch tract recorded in Volume 1078, Page 859, RPRDCT;

THENCE South 05°42'19" West, a distance of 621.88 feet with the east line of said Spiritas tract to a point for corner located at the southwest corner of that certain tract of land described in deed to Robert G. Penley, recorded in Volume 2210, Page 648, RPRDCT, said point also being located on the U.S. Army Corps of Engineers "Take" line for Lake Lewisville;

THENCE with said "Take" line, the following courses to points for corner:

South 04°54'16" West, a distance of 350.10 feet;

South 04°07'29" West, a distance of 349.25 feet;

South 00°09'01" East, a distance of 373.36 feet;

North 88°11'41" West, a distance of 800.30 feet;

South 37°20'20" West, a distance of 536.00 feet;

South 00°08'50" East, a distance of 672.96 feet;

South 56°09'16" West, a distance of 188.85 feet;

South 09°39'06" East, a distance of 162.80 feet;

South 46°03'07" West, a distance of 319.64 feet;

North 74°07'14" West, a distance of 789.34 feet;

South 78°59'39" West, a distance of 216.00 feet;

South 65°55'09" East, a distance of 739.69 feet;

South 16°04'51" East, a distance of 348.96 feet;

And North 88°34'10" West, a distance of 224.10 feet, said point being located at a northeast corner of that certain tract of land described in a correction deed to 2016 Blackhawk 155 Holdings, LTD., recorded in Instrument Number 2018-37459, RPRDCT;

THENCE North 88°59'00" West, with the north line of said Blackhawk tract, a distance of 981.60 feet to a point for corner;

THENCE North 86°40'28" West, continuing with the north line of said Blackhawk tract, a distance of 346.35 feet to a point for corner;

THENCE North 88°13'50" West, continuing with the north line of said Blackhawk tract, and the north line of Prairie Oaks Phase 1B, an addition to the Town of Little Elm, Denton County, Texas, according to Final Plat recorded in Document No. 2019-258, of the Plat Records of Denton County, Texas, a distance of 1949.86 feet to a point for corner;

THENCE North 02°08'13" East, with a west line of said Spiritas tract recorded in Volume 998, Page 670, and the east line of said Upper Trinity Regional Water District tract, a distance of 810.31 feet to a point for corner;

THENCE North 87°51'47" West, with a south line of said Spiritas tract recorded in Volume 998, Page 670, and the north line of said Upper Trinity Regional Water District tract, a distance of 1295.87 feet to the POINT OF BEGINNING of herein described tract and containing a calculated area of 302.071 acres of land, more or less.

SAVE AND EXCEPT THE FOLLOWING DESCRIBED 1.000 ACRE TRACT OF LAND:

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract No. 662, in Denton County, Texas, according to and being part of those certain tracts of land described in deeds to Spiritas Ranch Enterprises recorded in Volume 833, Page 38, of the Real Property Records of Denton County, Texas (RPRDCT); and Volume 842, Page 851, RPRDCT; and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found on the south right-of-way line of U.S. Highway No. 380 (variable width right-of-way), and being the most northerly northwest corner of said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and also being the northeast corner of that certain tract of land described in deed to RPM xConstruction recorded in Document No. 2014-54052, RPRDCT, from which a TXDOT monument found at the northwest corner of said RPM xConstruction tract bears North 88°21'17" West, a distance of 209.89 feet;

THENCE South 02°14'40" West, leaving said south right-of-way line of U.S. Highway No. 380, and with a west line of said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, passing at a distance of 518.63 feet the southeast corner of said RPM xConstruction tract, continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, in all, a total distance of 688.87 feet to the POINT OF BEGINNING, a 5/8 inch iron rod with cap stamped "BCG 10194538" set;

THENCE South 02°14'40" West, continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, a distance of 52.51 feet to a 5/8 inch iron rod with cap stamped "BCG 10194538" set for corner, and the beginning of a non-tangent curve to the left;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, and with said curve which has a central angle of 24°30'27", a radius of 1475.00 feet, a chord which bears South 61°54'11" West, a chord distance of 626.11 feet, and an arc distance of 630.91 feet to the end of said curve, a 5/8 inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, the following courses to 5/8 inch iron rods with cap stamped "BCG 10194538" set for corner;

South 49°38'57" West, a distance of 169.00 feet, and being the beginning of a tangent curve to the left;

With said curve which has a central angle of 05°10'17", a radius of 560.00 feet, a chord which bears South 47°03'49" West, a chord distance of 50.53 feet, and an arc distance of 50.54 feet to the end of said curve;

North 45°31'19" West, a distance of 50.00 feet, and being the beginning of a non-tangent curve to the right;

With said curve which has a central angle of 05°10'17", a radius of 610.00 feet, a chord which bears North 47°03'49" East, a chord distance of 55.04 feet, and an arc distance of 55.06 feet to the end of said curve;

And North 49°38'57" East, a distance of 169.00 feet, and being the beginning of a tangent curve to the right;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, and said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and with said curve which has a central angle of 25°07'12", a radius of 1525.00 feet, a chord which bears North 62°12'33" East, a chord distance of 663.26 feet, and an arc distance of 668.60 feet to the end of said curve, and the POINT OF BEGINNING, containing a calculated area of 1.000 acres of land.

LEAVING A NET AREA OF 301.071 ACRES OF LAND.

NOTES:

The bearings shown and recited hereon are referenced to the Texas Coordinate System of 1983 - North Central Zone No. 4202 (NAD83). All distances are surface distances.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

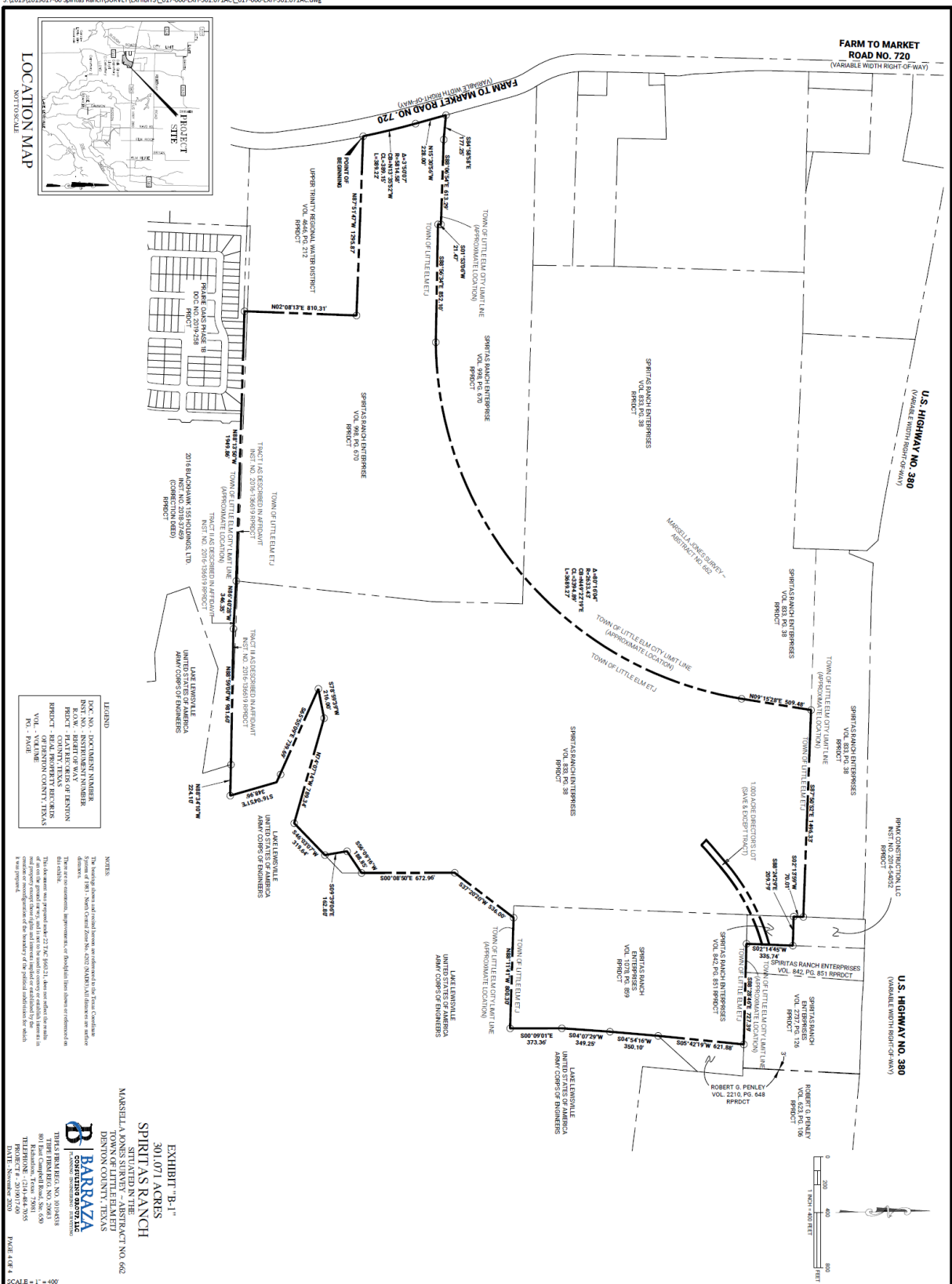


EXHIBIT B

TOWN OF LITTLE ELM, TEXAS

SERVICE PLAN FOR ANNEXED AREAS

DATE OF ANNEXATION ORDINANCE: April 20, 2021.

ACREAGE ANNEXED: *Exhibit A* – Approximately 301.071 acres of land

PROPERTY DESCRIPTION: *See Exhibit A* attached to the Annexation Ordinance.

In accordance with Chapter 43 of the Texas Local Government Code, the Town will provide the following services to the Annexation Property after its annexation into the corporate limits of the Town:

(a) Police Protection:

- (1) Police personnel and equipment from the Town's Police Department shall be provided to the Annexation Property, at a level consistent with current methods and procedures presently provided to similar areas, on the effective date of the annexation of the Annexation Property.
- (2) As development commences on the Annexation Property, sufficient police protection, including personnel and equipment will be provided to furnish the Annexation Property with the level of police services consistent with the characteristics of topography, land utilization and population density of other areas of the Town.
- (3) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the Town limits.

(b) Fire Protection / Emergency Medical Services:

- (1) Fire protection and Emergency Medical Services (EMS) from the Town shall be provided to the Annexation Property, at a level consistent with current methods and procedures presently provided to similar areas, on the effective date of the annexation of the Annexation Property.
- (2) As development commences on the Annexation Property, sufficient fire protection and EMS, including personnel and equipment will be provided to furnish the

Annexation Property with the level of services consistent with the characteristics of topography, land utilization and population density of other areas of the Town. It is anticipated that fire stations planned to serve areas currently within the Town will be sufficient to serve the Annexation Property.

- (3) Upon ultimate development, fire protection and EMS will be provided at a level consistent with other similarly situated areas within the Town limits.

(c) Solid Waste Collection:

- (1) Landowner has agreed to extend wastewater utility services as needed at Landowner's expense. Solid waste collection shall be provided to the areas annexed upon request on the effective date of the annexation of the Annexation Property. The collection of refuse from individual properties shall be made in accordance with the usual solid waste scheduling.
- (2) As development commences in these areas, sufficient solid waste collection will be provided to furnish the level of services consistent with the characteristics of topography, land utilization, and population density of other areas of the Town.
- (3) Upon ultimate development, solid waste collection will be provided at a level consistent with other similarly situated within the Town limits.

(d) Water Service (to be provided only in those areas that are not within the service area of another water or wastewater utility and within the CCN of the Town):

- (1) Landowner has agreed to extend water utility services as needed at Landowner's expense. Connection to existing Town water mains for water service will be provided in accordance with existing Town policies. Upon connection to existing mains, water will be provided at rates established by Town ordinances.
- (2) As development commences within these areas, water mains will be extended in accordance with the provisions of the Town Code and/or other applicable ordinances and regulations. Town participation in the costs of these extensions shall be in accordance with applicable Town ordinances and regulations. Capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of other areas of the Town.
- (3) Water mains installed or improved to Town standards within the annexed areas which are located within dedicated easements, rights-of-way, or any other acceptable location approved by the Town Engineer, shall be maintained by the Town on the effective date of the annexation of the Annexation Property.
- (4) Maintenance of private lines will be the responsibility of the owner or occupant.

- (5) Operation and maintenance of water facilities located on the Annexation Property that are within the service area of another water utility will be the responsibility that utility.

(e) Sanitary Sewer Service/Wastewater (to be provided only in those areas that are not within the service area of another water or wastewater utility and within the CCN of the Town):

- (1) Landowner has agreed to extend wastewater utility services as needed at Landowner's expense. Connection to existing Town sanitary sewer mains for sewage service will be provided in accordance with existing Town policies. Upon connection to existing mains, sanitary sewer collection will be provided at rates established by Town ordinances.
- (2) As development commences in these areas, sanitary sewer mains will be extended in accordance with the provisions of the Town Code and/or other applicable ordinances and regulations. Town participation in the costs of these extensions shall be in accordance with applicable Town ordinances and regulations. Capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of other areas of the Town.
- (3) Sanitary sewer mains and lift stations installed or improved to Town standards within the annexed areas which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the Town Engineer, shall be maintained by the Town on the effective date of the annexation of the Annexation Property.
- (4) Operation and maintenance of wastewater facilities located on the Annexation Property that are within the service area of another water utility will be the responsibility that utility.
- (5) Operation and maintenance of private wastewater facilities located on the Annexation Property will be the responsibility of the owner.

(f) Roads and Streets:

- (1) Emergency street maintenance shall be provided for publicly dedicated streets or roads within the Annexation Property on the effective date of the annexation of the Annexation Property. Routine maintenance will be scheduled as part of the Town's annual street maintenance program in accordance with the then current policies and procedures defined by ordinance.
- (2) As development commences in these areas, all publicly dedicated streets shall be constructed to current Town standards. The regulations and ordinance regarding Town participation, maintenance and acceptance upon completion, shall apply.

Maintenance will be provided at a level consistent with the characteristics of topography, land utilization, and population density of other areas of the Town.

(g) Parks and Recreation:

- (1) Any residents within the Annexation Property may utilize all existing park and recreation facilities, on the effective date of the annexation of the Annexation Property. Fees for such usage shall be in accordance with current fees established by ordinance.
- (2) As development commences in these areas, additional park and recreation facilities shall be constructed based on park policies defined in the Town's Master Plan. The general planned locations and classifications of parks will ultimately serve residents from the current Town limits and residents of the Annexation Property.

(h) Operation and Maintenance of any Other Publicly Owned Facility, Building or Service:

Any publicly owned facility, building, or service located within the annexed area shall be maintained by the Town on the effective date of the annexation ordinance.



Date: 04/20/2021
Agenda Item #: 7. C.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action on the **Adoption of the Town of Little Elm West Implementation Plan.**

DESCRIPTION:

Over the past few years, the Town has been experiencing an increased interest in the undeveloped property on the west side of town. With the addition of the newly built Walker Middle School and the transportation and improvements made by the Town and TxDOT, this area is prime for development. Knowing this, Town staff felt the need to be proactive and make sure we have a plan both from a planning and economic perspective. This initiative supports our strategic plan to promote and expand Little Elm's identity.

Promote and expand Little Elm's identity: Maintain Little Elm's distinctive look and high development standards that provide vibrant, high-quality neighborhoods and development. Create a sense of place and brand identity that extends beyond our borders.

This study is intended to be a plan for Town staff to take critical steps to develop a unified development pattern on the west side of the Town. Through three committee meetings and direct guidance from committee members, the report details key strategies for Staff to focus on to align development patterns with desired outcomes.

The scenarios developed were narrowed down to a combined single approach to density and uses within the west side area. Key takeaways are to focus on infrastructure improvements, utility extensions, design standards for walkability and connectivity, and updating the comprehensive plan and zoning to reflect appropriate housing and land use types in the Town. Now that phase 1 is complete, staff recommends we move towards phase 2 of the project. This will ensure that the vision is captured by updating our ordinances, zoning map, land uses, and economic plans.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

West Side Study Report



Little Elm West Side Implementation Report

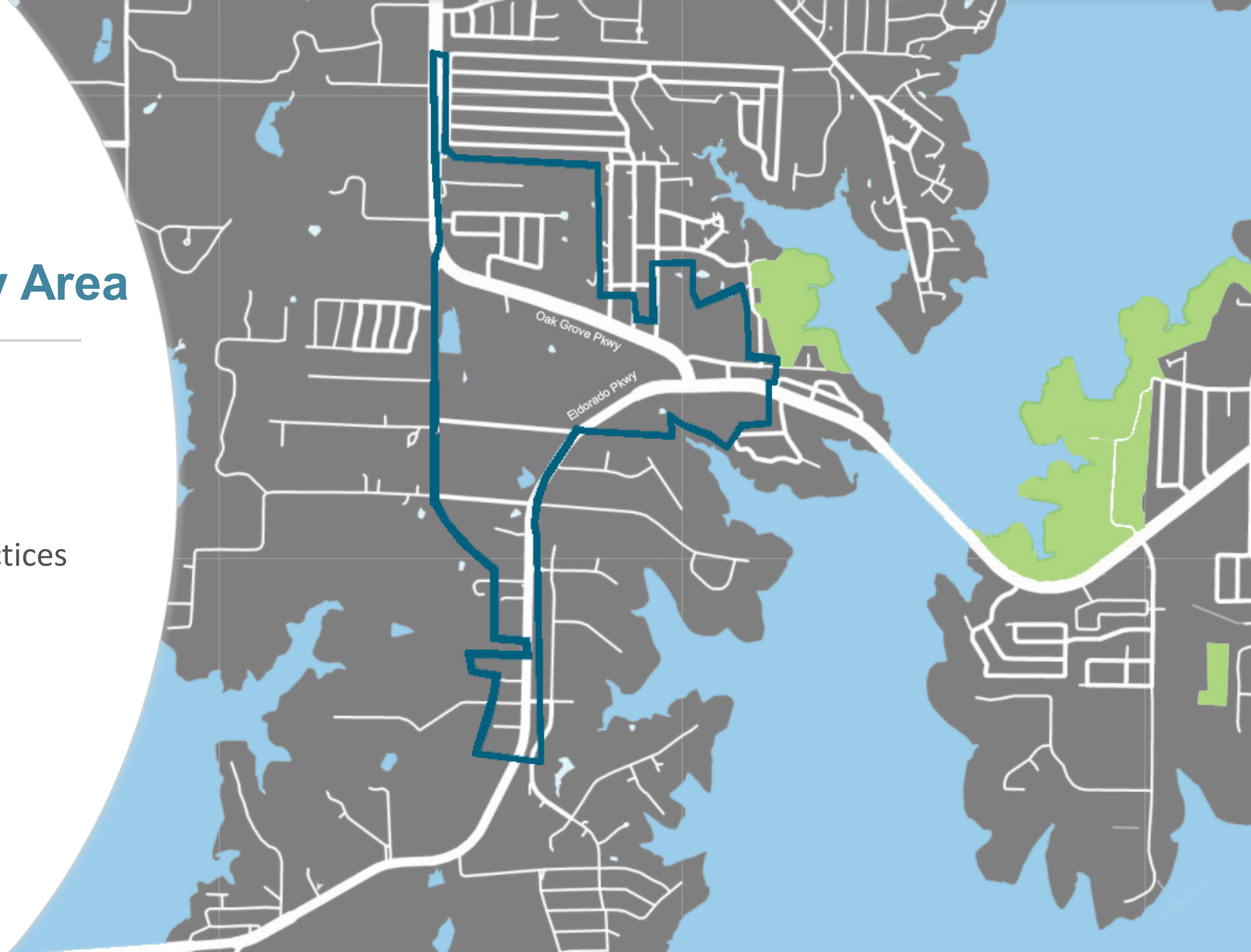
April 1, 2021

Kimley»»Horn

West Side Study Area

What we are focused on:

- Fiscal Responsibility
- Quality of Life
- Development Best Practices



Considerations



PLANS



POLICIES



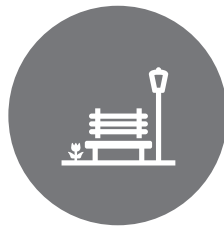
PROJECTS



LAND USE



TRANSPORTATION



PARKS AND
RECREATION



ECONOMIC
DEVELOPMENT



STRATEGIC
PARTNERSHIPS

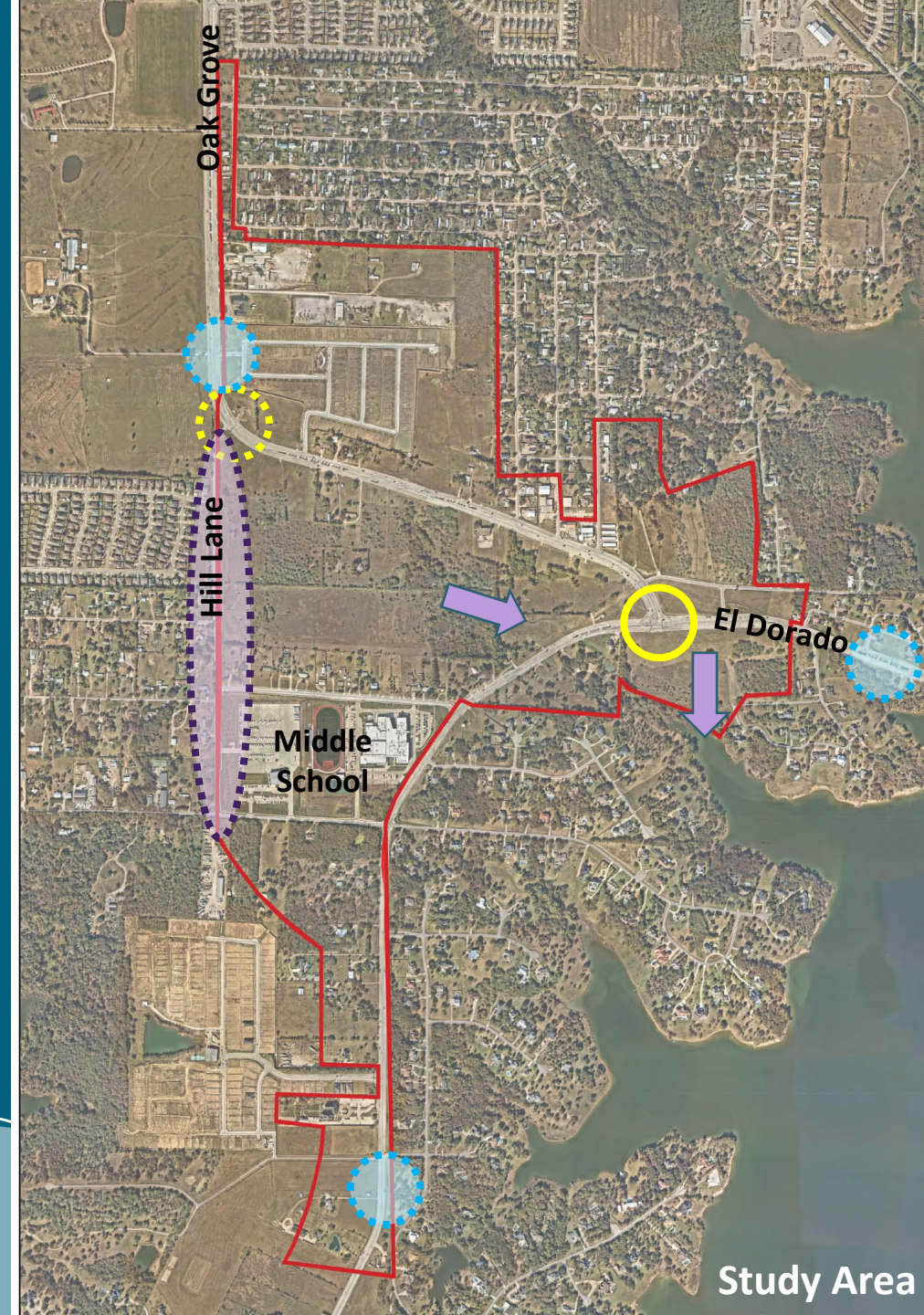
Goals from Little Elm Strategic Report

- Provide a **safe and welcoming** environment for Little Elm residents and visitors
- Ensure **strong relationships** with the community and region
- Maximize Community recreation and leisure activities
- Maintain operational **integrity and viability**
- Promote and **expand Little Elm's identity**
- Ensure **excellence in public services** while keeping up with the growth of the community

Built Environment

Some conditions to consider as development continues:

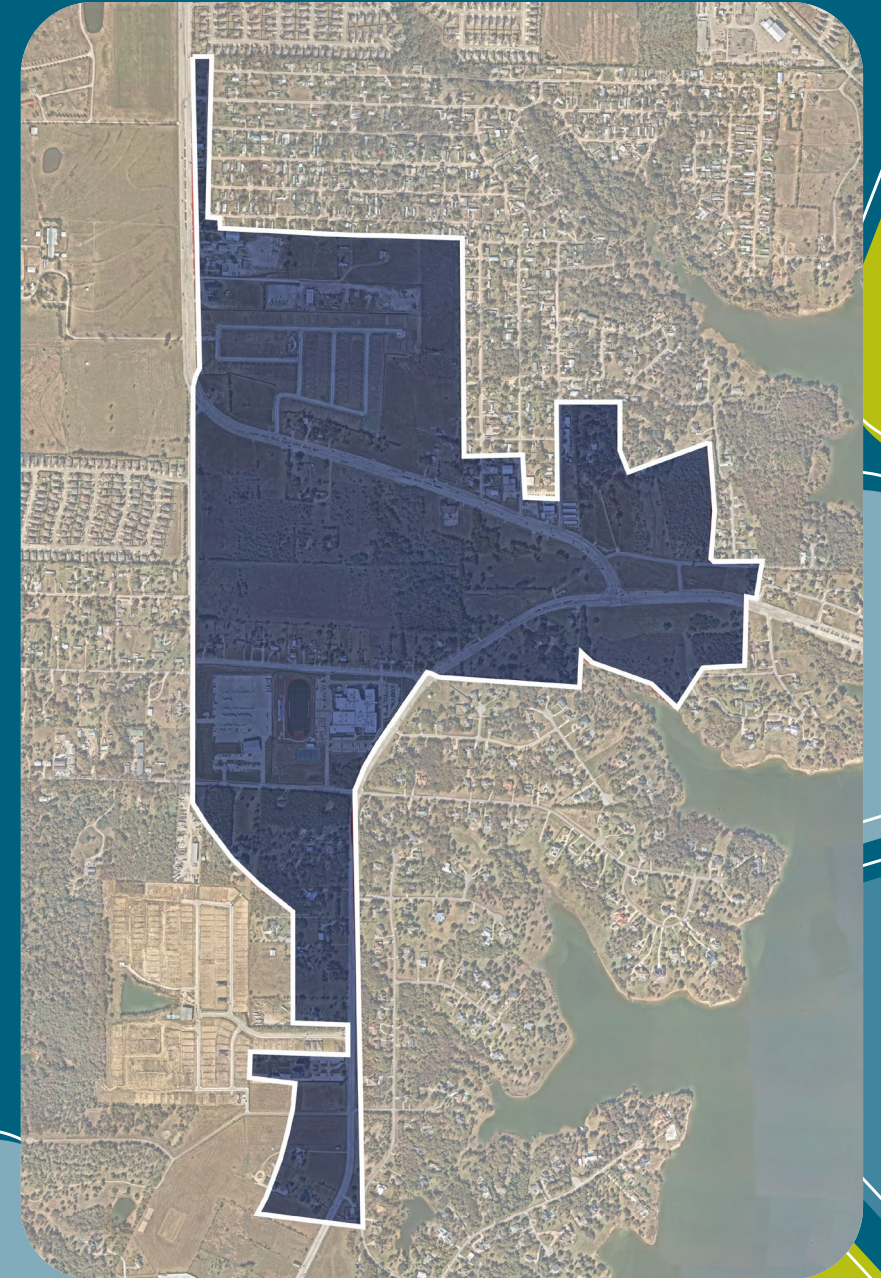
- Traffic conflicts (Northbound turns to Oak Grove)
- Lack of Identity (Undefined character)
- Adjacency isn't predictable (lack of controls)
- Topography (an asset, but also a challenge)
- Fragmented ownership (some large tracts)
- Limits on franchise utilities (gas, fiberoptics)



Concept Scenarios

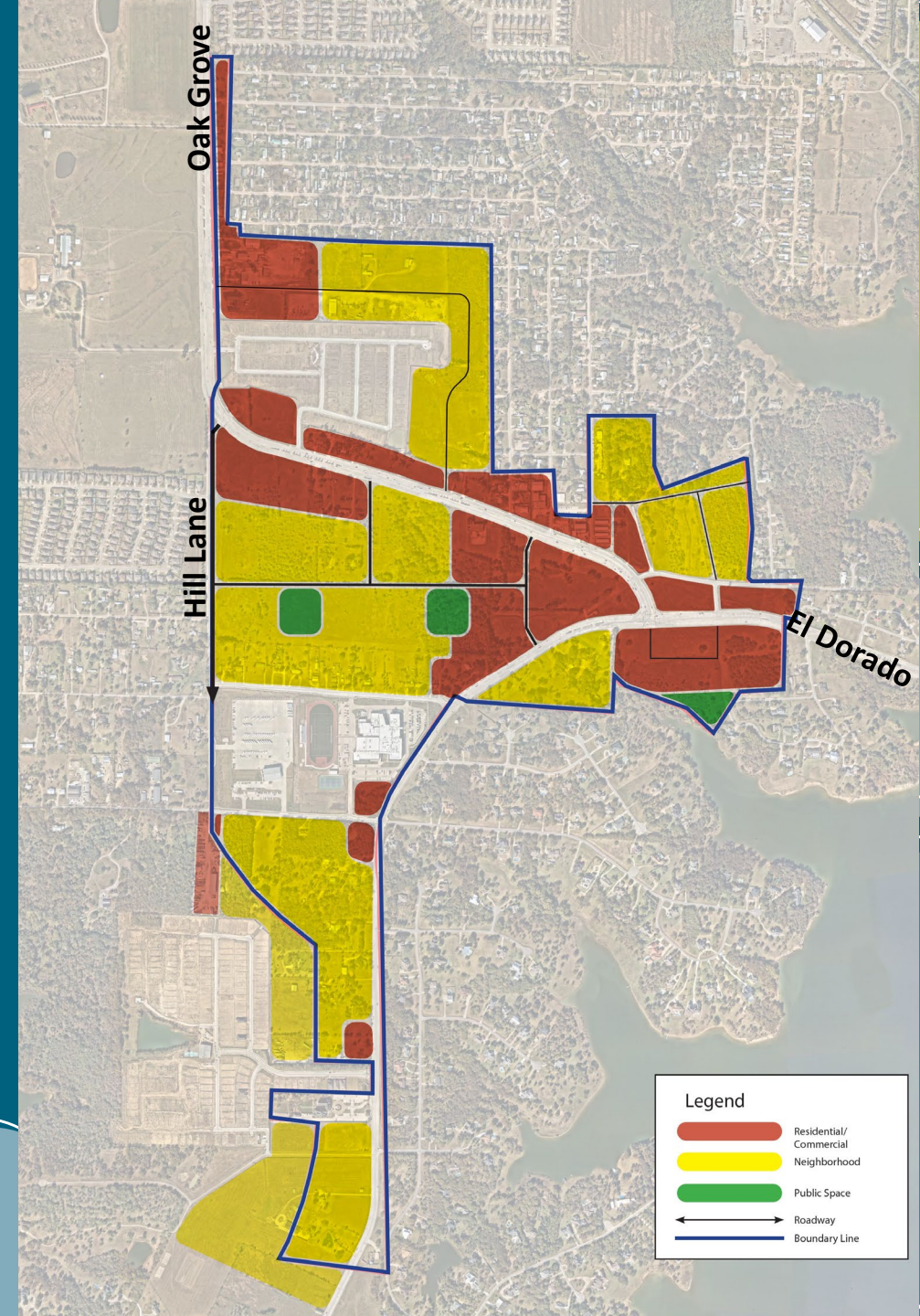
In order to understand what can be built, two scenarios were developed based on input from the first committee meeting.

- **Traditional development**
 - Utilize typical residential and commercial uses found throughout the Town
- **Neighborhood center development**
 - Develop a core area for walkable commercial, allow for some middle density housing, and buffer the edges with traditional single-family and landscaping



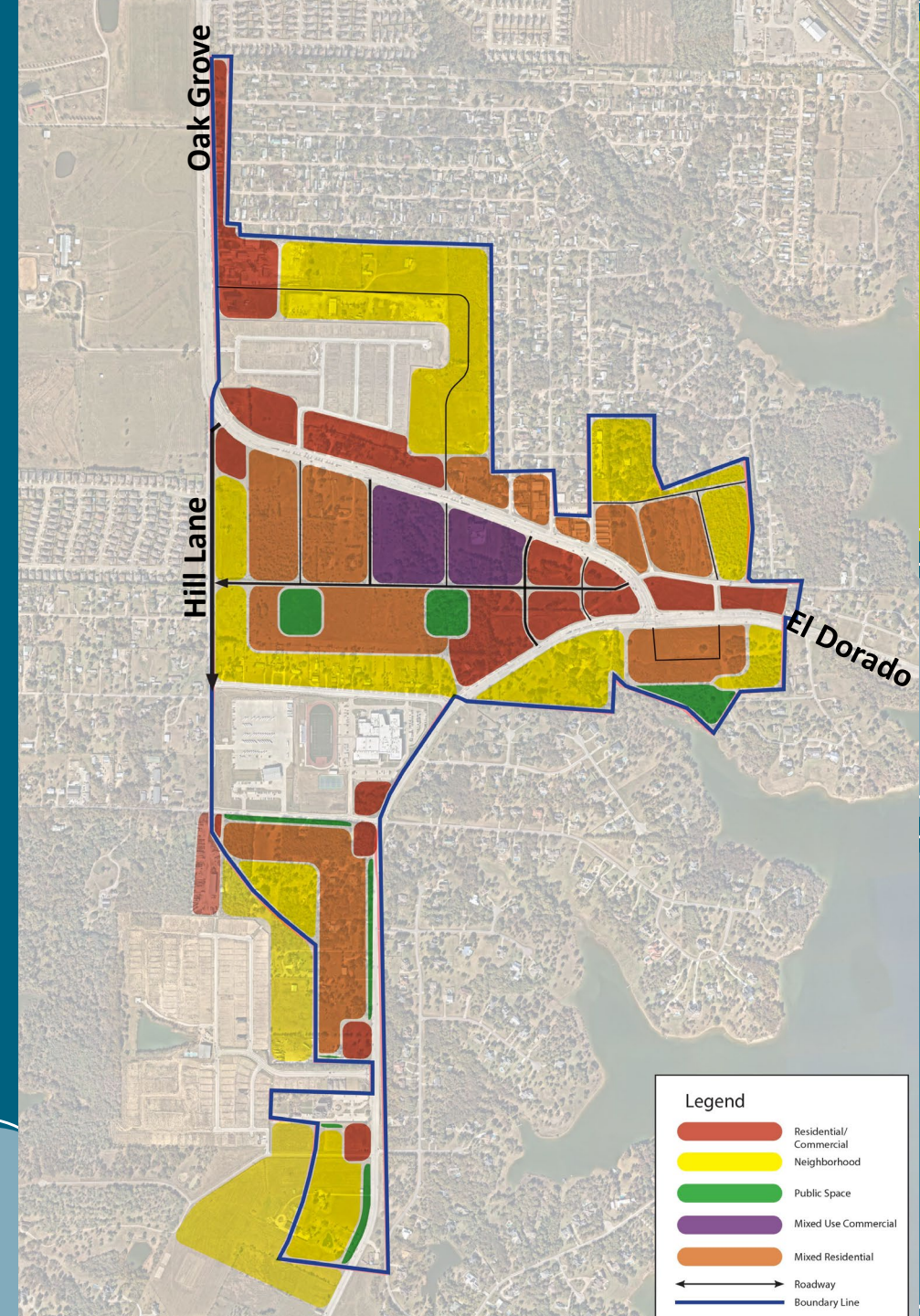
Scenario 1: Traditional Development

- Focused on neighborhood commercial along Oak Grove, and at key intersections along El Dorado
- Incorporated greenspace to provide stormwater detention as amenities in development
- Buffered existing residential with new residential; densities from 3-6 dwelling units per acre (du/ac)
- Managed mobility and connectivity through interconnected local streets



Scenario 2: Neighborhood Center Development

- Focused neighborhood commercial and mixed-use commercial west of intersection at Oak Grove and El Dorado
- Extended neighborhood commercial along Oak Grove and key intersections of El Dorado.
- Incorporated greenspace to provide stormwater detention as amenities in development and buffer mixed residential along roadways
- Buffered existing residential with new residential; densities from 3-6 dwelling units per acre (du/ac)
- Managed mobility and connectivity through interconnected local streets



Land use type definitions

In order to understand and clarify the terms used for land uses in the scenarios, a series of definitions were established.

Land Use Types:

- Neighborhood
- Retail/Commercial
- Mixed-Residential

These definitions will be the starting points for land use definitions in a Comprehensive Plan update by Town staff.

Land Use Types

Neighborhood

(Scenarios 1 & 2)

- Based on existing neighborhood layout and context
- Appropriate transitions to existing neighborhoods with respect to densities, screening, and buffering within new neighborhoods
- Density range: 3-6 DU/AC



Land Use Types

Retail/Commercial (Scenarios 1 & 2)

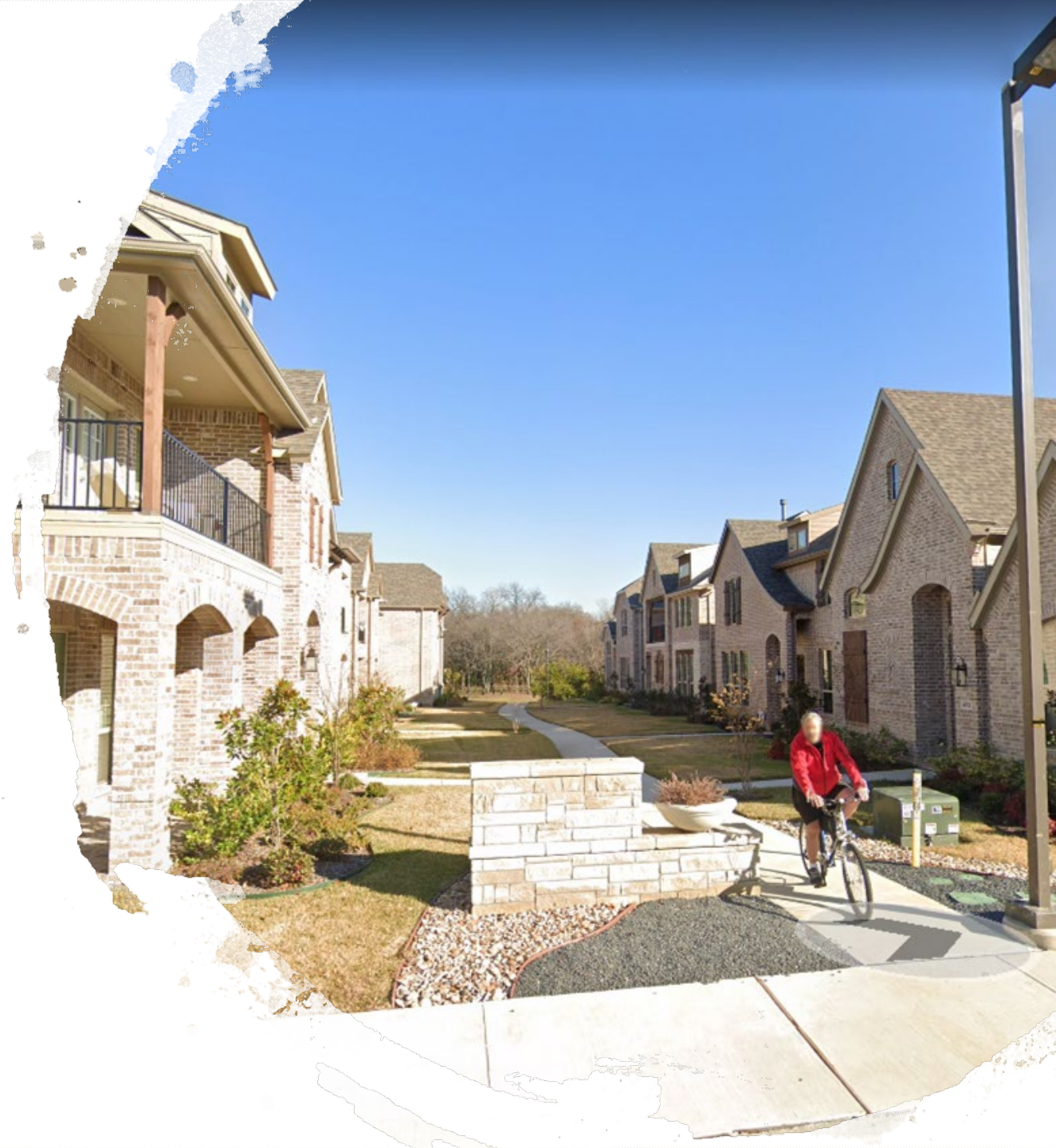
- Mostly neighborhood retail with restaurants uses or mid-rise office buildings
- May include lodging and related uses
- May include professional offices as a transition to adjoining neighborhoods
- One to two stories generally



Land Use Types

Mixed Residential (Scenario 2)

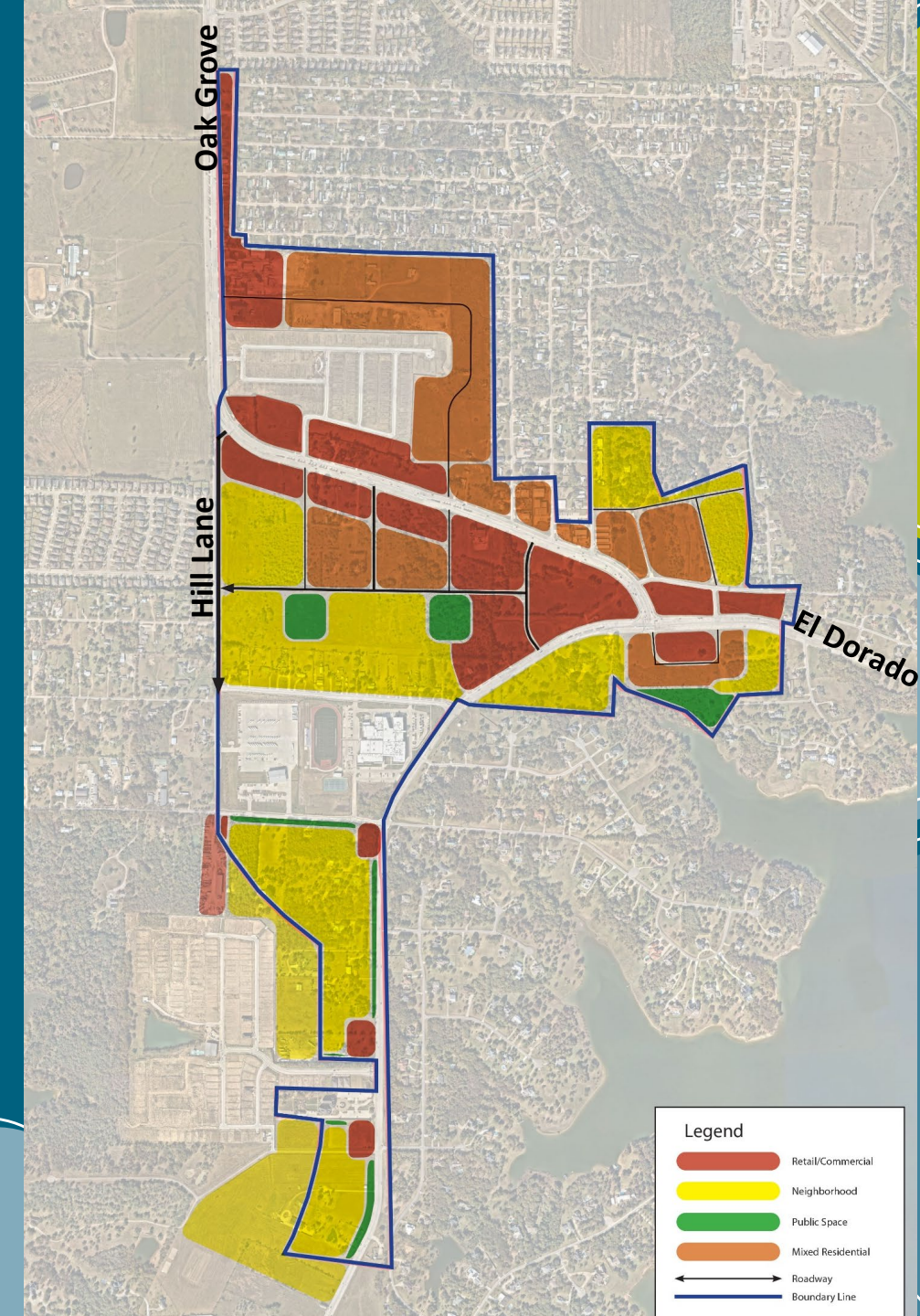
- Range of single family from large lot, to patio homes, to townhome transitions to neighborhood commercial
- Recreation related uses with access to parks and open space
- Overall residential density of 6 to 10 units per acre



Final Concept

Based on input from the third committee meeting, this concept was determined to be an approach for the west side area.

- Focuses neighborhood commercial along Oak Grove, and at key intersections along El Dorado
- Incorporates greenspace to provide stormwater detention as amenities in development
- Buffers existing residential with new residential; densities from 3-6 dwelling units per acre (du/ac)
- Manages mobility and connectivity through interconnected local streets
- Focuses neighborhood commercial west of intersection at Oak Grove and El Dorado



Prioritization for Implementation

Critical Infrastructure & Programs (1-2 years):

- Franchise and municipal utility coordination (Gas and Fiber are the highest priority)
- Local mobility and connectivity map
- Coordinated Stormwater Plan
- Future Land Use Plan and zoning clean-up
- Property title clean-up (Old Hwy 24)

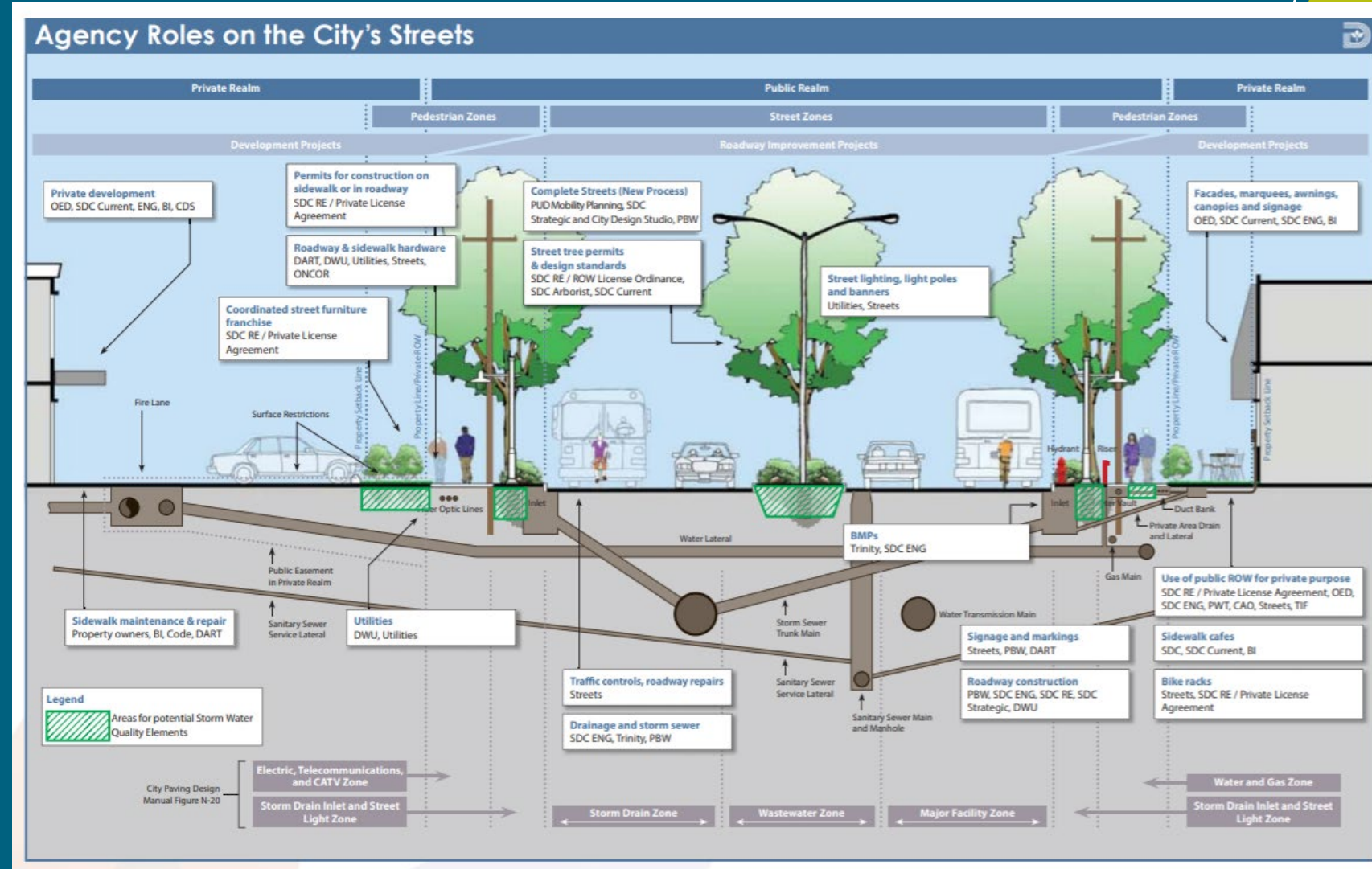
Secondary Infrastructure & Programs (2-5 years):

- Hill Lane Reconstruction
- Pedestrian connectivity improvements
- Gateways and Wayfinding improvements

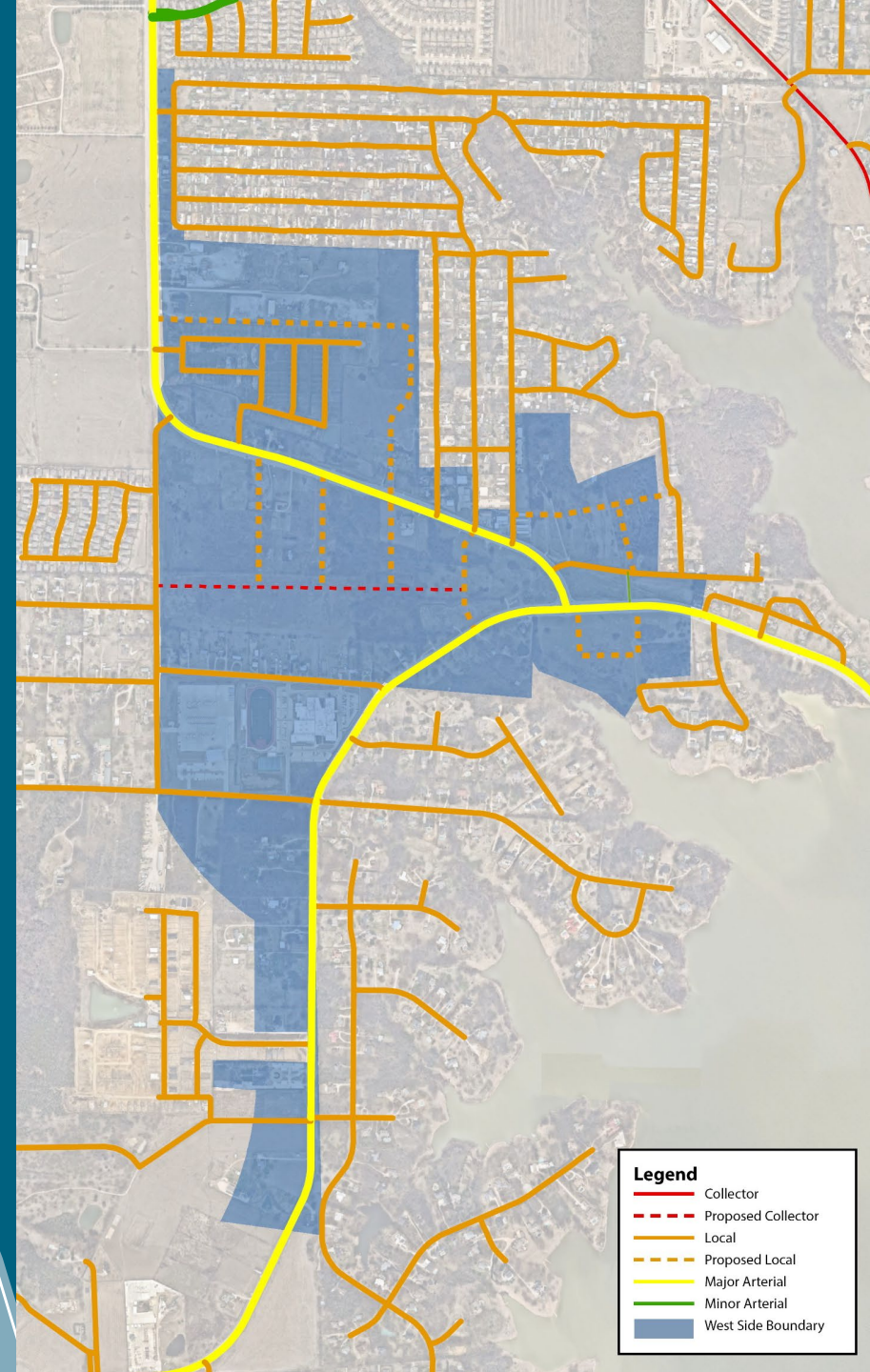
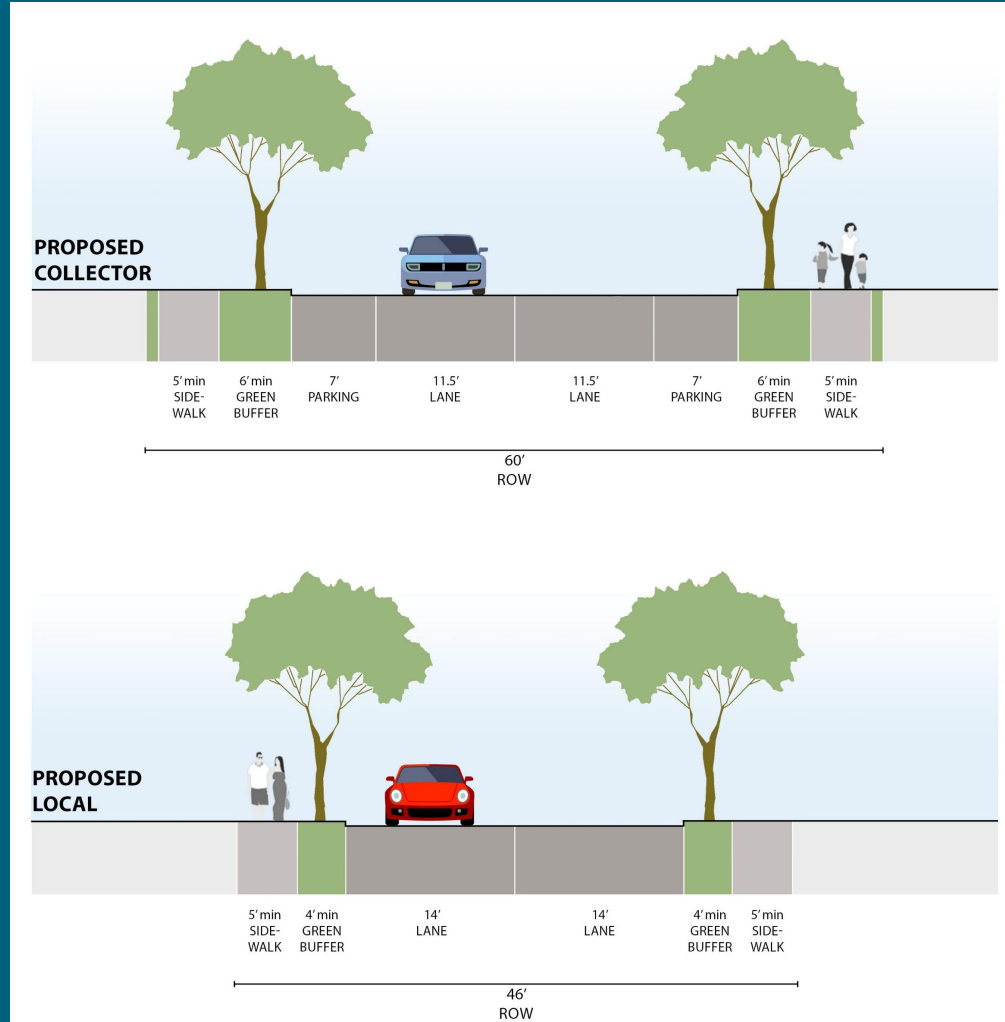
Utility Coordination

Excerpt from Dallas Street Design Manual

- Additional fiber improvements to expand service
- Natural gas improvements to support commercial development
- Assemble design criteria that reflect intended development on the west side
- Example graphic shows the potential arrangement of street utilities that the Town can manage and their role in that management.



Local mobility and connectivity map



Coordinated Stormwater Plan

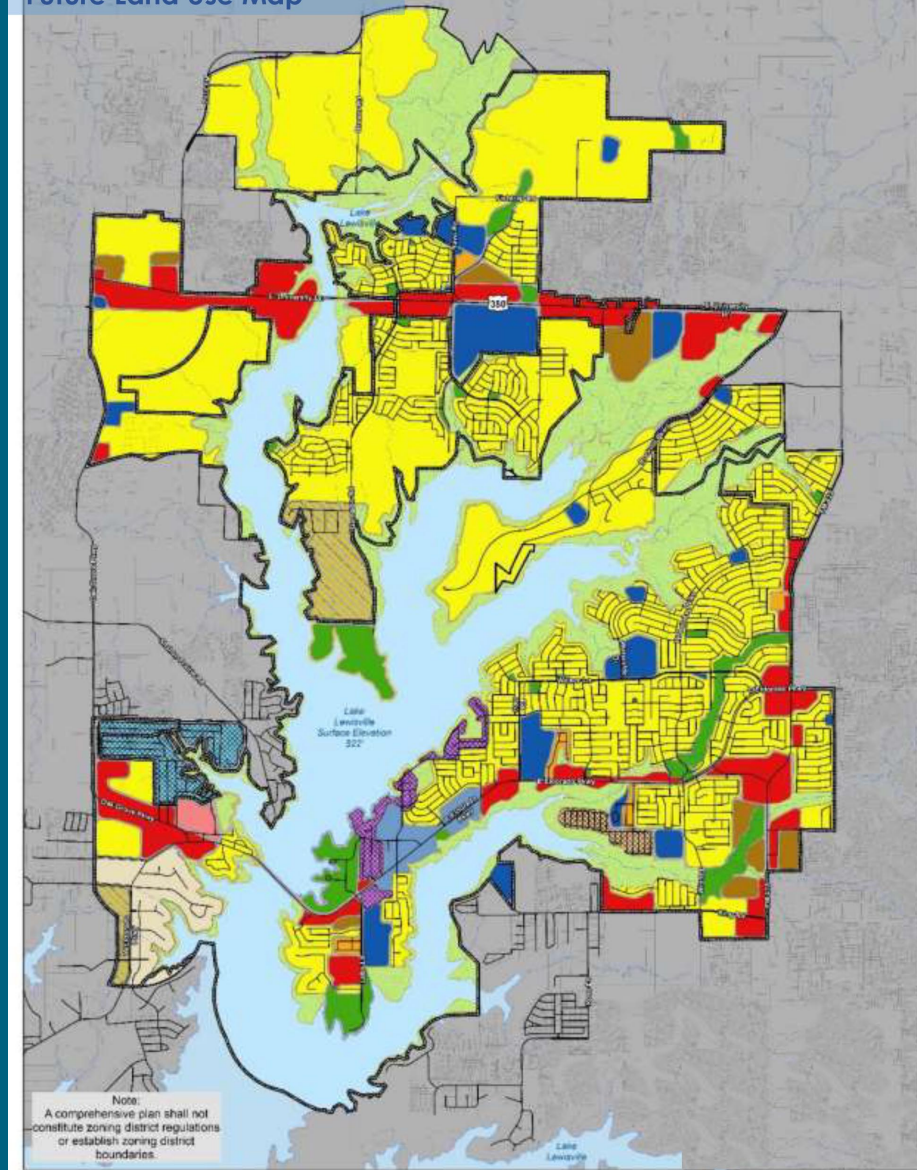
- Provide a unified method to continually improve and develop a filtration system from rainfall, runoff, inflow, outflow run off.
- The west side should include green space that is used as detention or retention pond.



Future Land Use Plan

- Adjusting the MU on the west side
- Adjusting Estate Residential where the middle school is currently located
- Adding Commercial/Retail to the residential in the southern region of the site off of Eldorado Drive

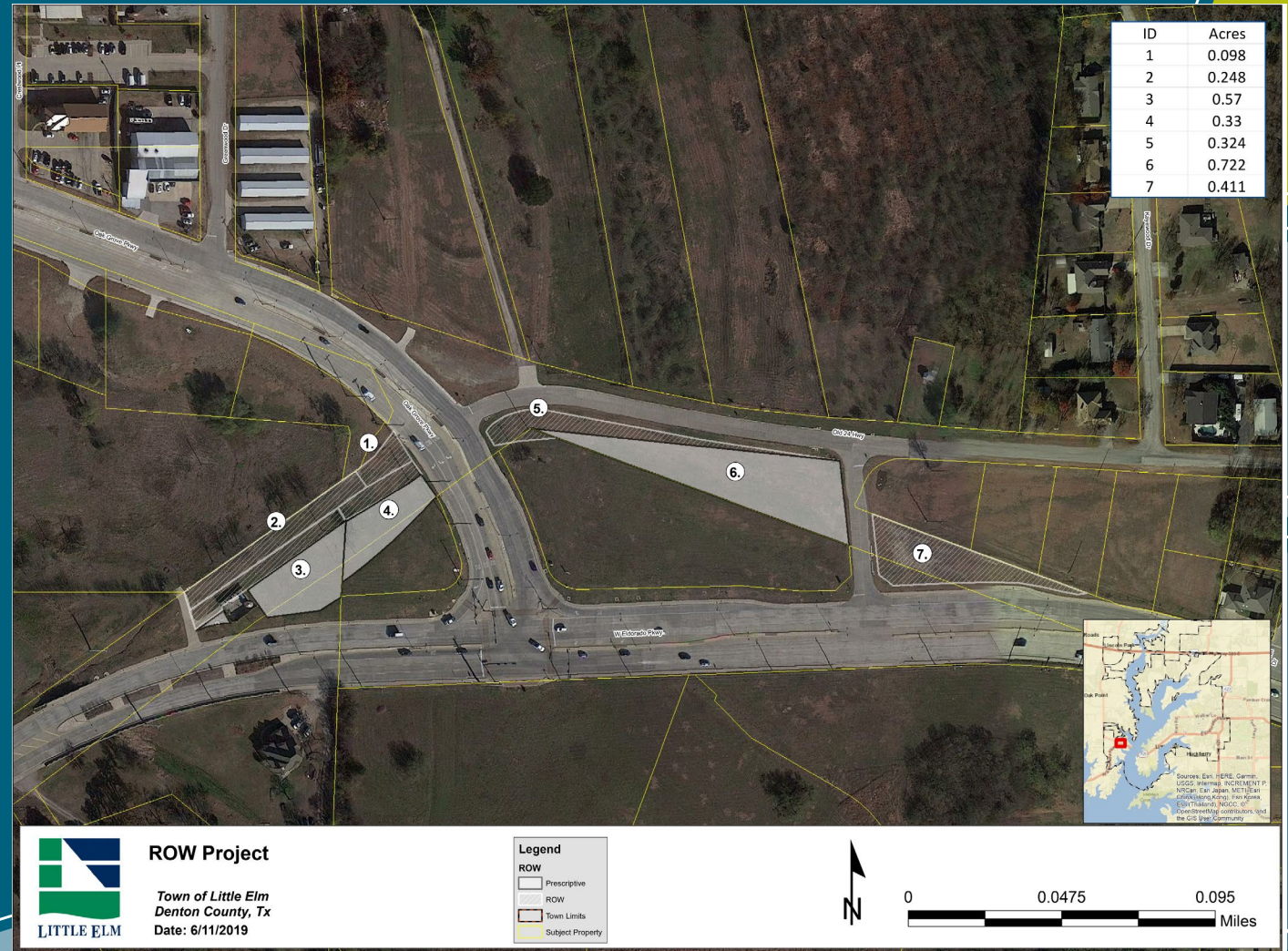
Future Land Use Map



Future Land Use

Estate Residential	High Density Residential	Retail/Commercial	Special Planning Area 3	Town Limits
Ranchette Residential	Public/Semi-Public	Lakefront District	Mixed Use	ETJ
Low Density Residential	Parks and Open Space	Special Planning Area 1	Lake Lewisville	Streams
Medium Density Residential	Floodplain/OORP	Special Planning Area 2		

- Cleaning up the property titles will allow for the land use to be easily recognized for future land use.

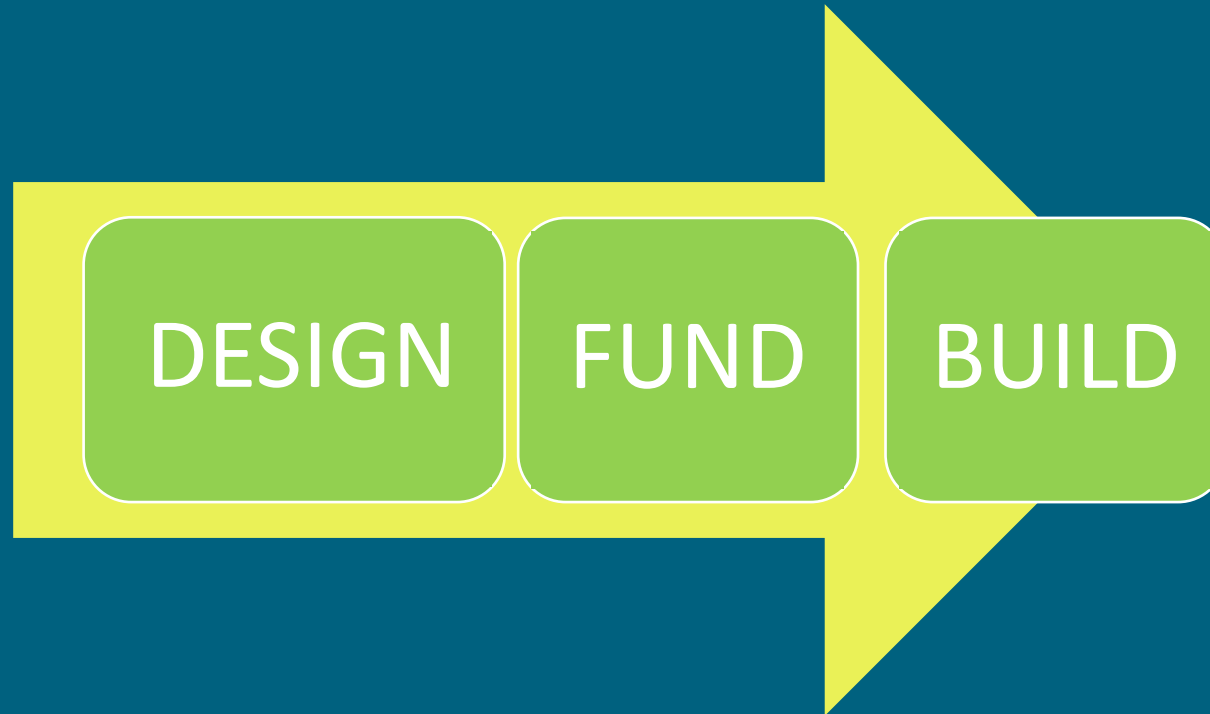


Hill Lane Reconstruction

- Essential to have coordination with the county
- For economic development must support walkability
- Utilize green infrastructure to maximize aesthetic of roadway and decrease overall cost
- Include a vision design approach to support context sensitive design



Conventional Design Approach



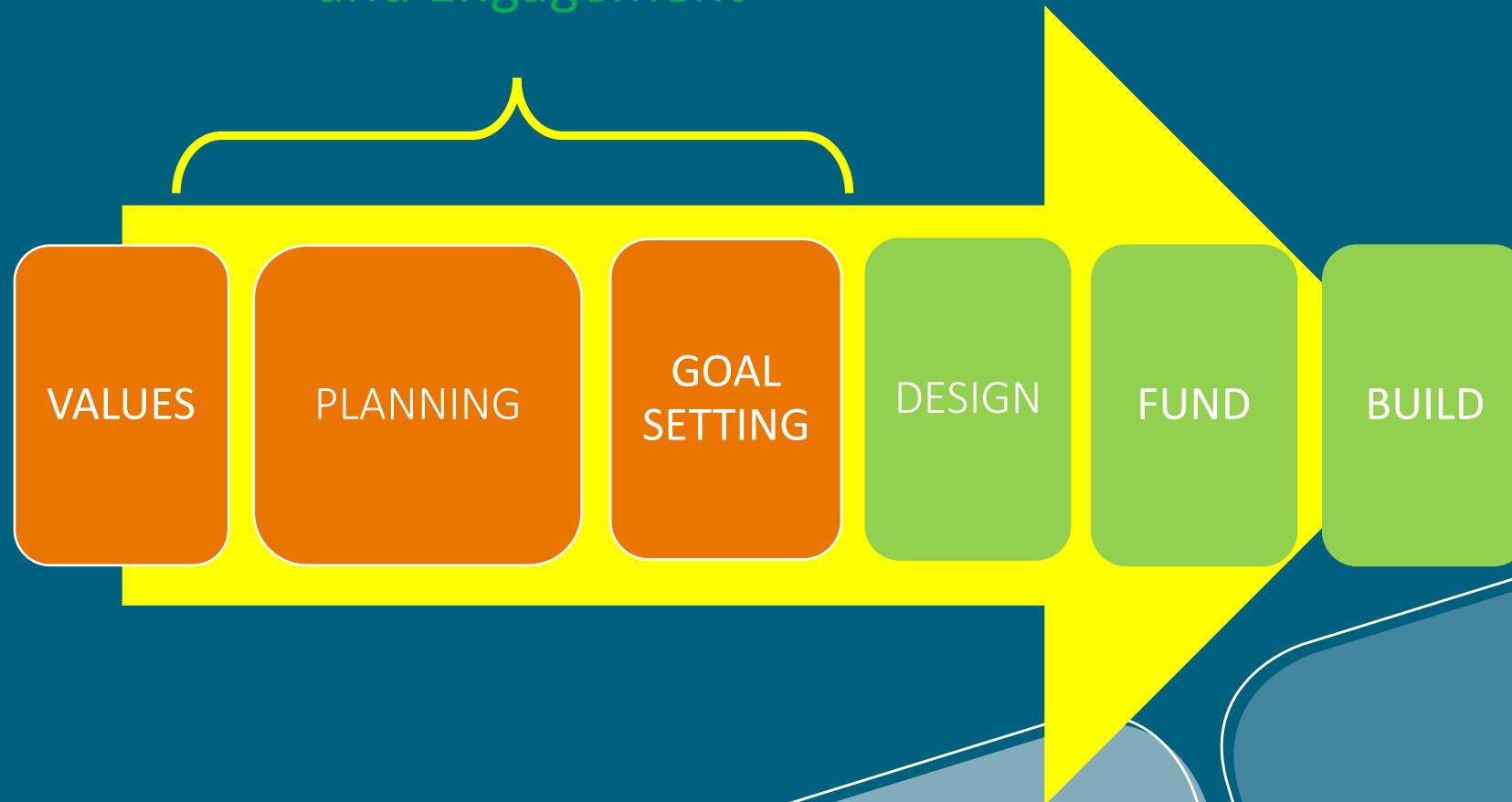
Risk of Conventional Approach

- Limited mobility choices
- Gaps in the network
- Details block by block are missed
- Missed opportunities to advance community goals
- Influences on vitality
- Neighborhood Isolation
- Conflicting projects



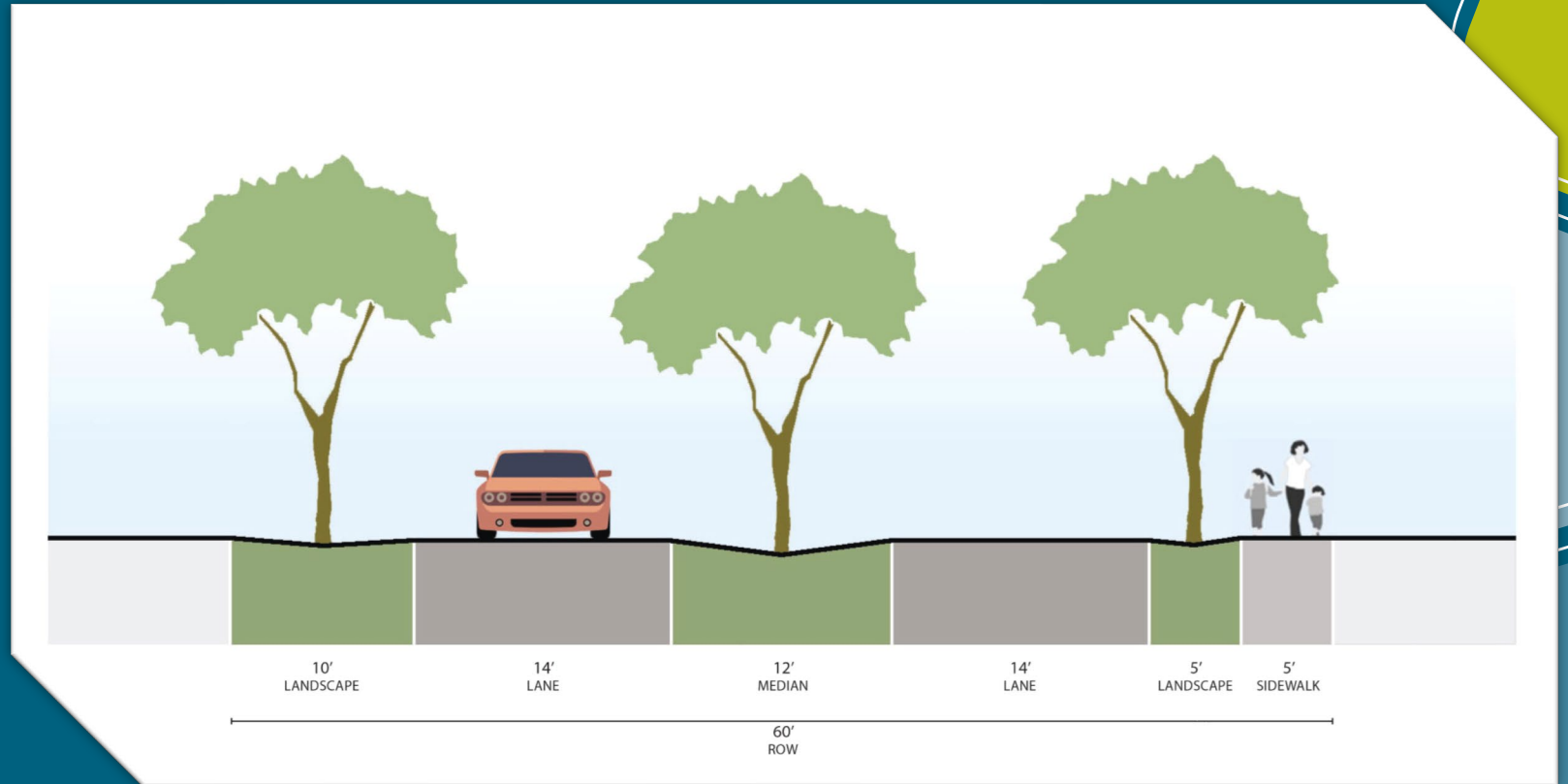
Vision Design Approach

Process from Strategic Plan
and Engagement



Street Characteristics for Hill Lane

- 60' of ROW width
- Vehicle and bus accommodations
- Rural neighborhood character maintained
- Green infrastructure reduces costs
- Provide sidewalks on east side of street



Pedestrian connectivity improvements

- Essential to have coordination with the county
- For economic development must support walkability
- Utilize green infrastructure to maximize aesthetic of roadway and decrease cost
- Include a vision design approach to support context sensitive design



Gateways and Wayfinding Improvements

- Start with a signature element to mark the gateway, make these gateways into **“selfie moments”** by making them accessible to the public.
- Continue improvements prior and after the **signature elements through lighting**, banners, and signage
- Improve **street crossings and pedestrian infrastructure** within the commercial core of the area



Gateways and Wayfinding improvements



Banner Lamp Post



Lighthouse Monument



South El Dorado Gateway Monument



Date: 04/20/2021
Agenda Item #: 7. D.
Department: Development Services
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider an **Appeal of the Planning and Zoning Commission Decision on Linden Hill Phase 3 Preliminary Plat and Consider any Actions Determined to be Appropriate by the Town Council.**

DESCRIPTION:

On April 1, 2021, the Planning and Zoning Commission took action to deny the Preliminary Plat for Linden Hill Phase 3. After our staff review, there were some items on the plat that didn't meet our subdivision ordinances along with some items that needed separate action from the Town Council. One of those items included a note on the plat that indicated that maintenance of roads and drainage will be dedicated to the HOA. In addition, below are the sections and attached is the certified letter that was sent to the applicant after the Planning and Zoning Commission meeting outlining the sections that resulted in the action taken by the Planning and Zoning Commission.

State law requires a Town or City to take action on a plat within 30 days of the submittal after being considered complete. After the meeting, the applicant expressed interest in appealing the action from the Planning and Zoning Commission per Section 107.04.03 (i) Appeal of the decision on a preliminary plat application. That provision allows the applicant the opportunity to appeal the decision of the Planning and Zoning Commission to Council after 30 days of receiving the appeal. The Town Council may affirm, modify, or reverse the decision of the commission by simple majority vote. The decision of the Town Council is final. The applicant has decided to revise their Preliminary Plat and new appeal letter for the Council to consider as well.

1. Section 107.01.01 – Authority, purpose and applicability.

g. Special provisions.

4. The town shall not authorize any other person, nor shall the town itself repair, maintain, install or provide any streets or public utility services in any subdivision for which the standards contained herein or referred to herein have not

been complied with in full.

2. Section 107.07.01 - General policies in the extraterritorial jurisdiction (ETJ).

- c. *Design and construction standards for public improvements in the town's extraterritorial jurisdiction (ETJ).* All public improvements constructed in conjunction with a new development in the town's ETJ shall be designed, engineered and constructed in accordance with the town's standards and all other applicable town master plans (e.g., water reuse master plan, the comprehensive plan, etc.).

3. Section 107.08.01 General Subdivision Policies.

(b) Adequate public facilities.

- 1. *Adequate services for areas proposed for development.* Land proposed for development in the town and in the town's ETJ shall be served adequately by essential public facilities and services, including, but not limited to, water distribution, wastewater collection and treatment, roadways, pedestrian circulation, storm drainage conveyance, and park and recreational facilities. Land shall not be approved for platting or development until adequate public facilities necessary to serve the development exist or provisions have been made for the facilities, whether the facilities are to be located within the property being developed or offsite.

(3) Property owner's responsibilities. The property owner shall be responsible for, but not limited to, the following:

- a. *Dedication and construction of improvements.* The property owner shall dedicate all rights-of-way and easements for, and shall construct and extend, all necessary on-site and off-site public improvements for water distribution, wastewater collection and treatment, streets, storm drainage conveyance, and other improvements that are necessary to adequately serve each phase of a proposed development at service levels that are consistent with the town's applicable master facilities plans and engineering design standards.

h. *Operations and maintenance of public facilities.* The property owner shall make provide for all operations and maintenance of the public facilities, or shall provide proof that a separate entity will be responsible for the operations and maintenance of the facilities.

4. Section 107.08.03 – Streets and alleys.

c. Private Streets.

2. Town Council action required. Dedicated streets and rights-of-way shall not be designated or used as private streets and such use is prohibited, except where specific approval is given by action of the town council for properties within the town's extraterritorial jurisdiction and upon approval of a specific use permit for properties within the town limits. The town council may add any conditions as deemed appropriate as part of the approval of a private street development.

The submitted preliminary plat was denied based off the provisions above. The preliminary plat indicated on the face of the plat in note 13, that the streets and drainage would be maintained by the HOA. As indicated above, this would take a separate action from the Town Council to consider the HOA for that maintenance. In addition, if the dedication is to be to a utility district, that too requires separate action from the Council prior to action on the preliminary plat. Without proper action, as well as the ordinance require the infrastructure to be dedicated and maintained by some entity, the Planning and Zoning Commission denied the request.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.

Attachments

Linden Hills Phase 3 Appeal Letter

Linden Hills Phase 3 PP Certification Letter

Linden Hills Phase 3 PP Submittal

New Appeal Letter

New Revised Preliminary Plat



April 5, 2021

Town of Little Elm
Planning & Zoning Commission
Attn: Fred Gibbs
100 W. Eldorado Parkway
Little Elm, TX 75068

Re: *Linden Hill Ph. 3 (Town Project No. PP-21-00292)*
Preliminary Plat: Notice of Appeal of Denial
P&Z Agenda Item 5 – April 1, 2021

Dear Mr. Gibbs:

Pursuant to Section 107.04.03(i) of the Little Elm Code of Ordinances, I am submitting this notice of the appeal of the decision of the Little Elm Planning and Zoning Commission to deny the preliminary plat referenced above. The reasons for this appeal are stated in Misty Ventura's March 31, 2021 letter, a copy of which is included with this notice of appeal.

Please confirm the date the Town Council will consider this appeal, which by code must be within 30 calendar days after the date of the submittal of this notice of appeal.

Sincerely,

A handwritten signature in black ink that reads "J. Casey Ross".

J. Casey Ross, PE, C.F.M.
Applicant

cc: Robert Brown, Town Attorney
Misty Ventura, Applicant's Attorney
James F.S. Eppright, Owner
Elizabeth Bentley, Developer

Encl.

SHUPE VENTURA, PLLC
Attorneys and Counselors
9406 Biscayne Boulevard | Dallas, TX 75218

March 31, 2021

Via email

Town of Little Elm
Planning & Zoning Commission
Attn: Fred Gibbs
100 W. Eldorado Parkway
Little Elm, Texas 75068

Misty Ventura
214.328.1101
misty.ventura@svlandlaw.com

Re: Preliminary Plat – Linden Hills Phase 3 Addition (PP-21-00292)
April 1, 2021, P&Z Agenda Item 5

Dear Mr. Gibbs:

As noted in your staff report published with the April 1, 2021, Town of Little Elm Planning & Zoning Commission meeting agenda: Staff recommends disapproval of the preliminary plat with the explanation of the included note on the face of the plat that speaks to HOA maintaining infrastructure prior to Council action per Subdivision Ordinance Section 107.08.03.(c)(2).

I respectfully request that you share this letter with each Planning & Zoning Commissioner in advance of any action to be taken on Preliminary Plat PP-21-00292.

As presented, Preliminary Plat PP-21-00292 complies with all Little Elm Subdivision Regulation requirements. The applicant added note (13) to Preliminary Plat PP-21-00292 to address staff concerns about street ownership and maintenance. The applicant volunteered to remove note (13) and if the only objection to Preliminary Plat PP-21-00292 is note (13), the applicant respectfully requests Preliminary Plat PP-21-00292 be approved on condition that note (13) be removed.

The fact that Preliminary Plat PP-21-00292 was placed on the April 1, 2021, Planning & Zoning Commission agenda demonstrates Preliminary Plat PP-21-00292 is administratively complete. The staff report evidences no basis to deny Preliminary Plat PP-21-00292 other than note (13) which applicant has volunteered to remove. The applicant understands Little Elm requests assurance regarding road dedication and maintenance upon plat approval. With respect to such road dedication and maintenance, the applicant has confirmed that Denton County Municipal Utility District No. 8 will accept the dedication and road maintenance responsibilities after annexing the property within Preliminary Plat PP-21-00292 into the district. Such district annexation will be accomplished after Little Elm consents to district annexation or after

completion of the Texas Local Government Code 42.042 process. In addition, at Little Elm's option, the applicant also offered to do one of the following:

1. Allow Little Elm to annex roads (but not balance of development).
2. Fund road maintenance with an HOA.
3. Fund road maintenance with a PID – assuming Little Elm support for an ETJ PID.

Notwithstanding the foregoing, and with or without addressing road dedication and maintenance obligations, Preliminary Plat PP-21-00292 satisfies all requirements for plat approval. As such, the applicant respectfully requests the plat be approved.

In the event the Planning & Zoning Commission conditionally approves or disapproves Preliminary Plat PP-21-00292, the Planning & Zoning Commission is required to provide the applicant a written statement of the conditions for the conditional approval or reasons for disapproval, in accordance with Section 212.0091 of the Texas Local Government Code. This letter is applicant's request that the Planning & Zoning Commission provide the required written statement in accordance with the requirements of Little Elm Subdivision Ordinance Section 107.04.03(e)(3) if Preliminary Plat PP-21-00292 is either conditionally approved or disapproved.

Please contact me with any questions or concerns regarding this matter.

Sincerely,



Misty Ventura

cc: Robert Brown, City Attorney
J. Casey Ross, Applicant
James F.S. Eppright, Owner



TOWN OF LITTLE ELM

DEVELOPMENT SERVICES DEPARTMENT

100 West Eldorado Parkway
Little Elm, TX 75068

214-975-0471
developmentservices@littleelm.org
www.littleelm.org

April 6, 2021

J. Casey Ross, PE, C.F.M.
Kimley Horn & Associates, Inc.
6160 Warren Parkway Suite 210
Frisco, Texas 75034

Re: Preliminary Plat for Linden Hills Phase 3 (Town Project No. PP-21-00292)

Dear Mr. Ross,

The Town of Little Elm's Planning and Zoning Commission at its regularly scheduled meeting on April 1, 2021 denied the Preliminary Plat request for Linden Hill Phase 3 based off the following Subdivision Ordinance Requirements:

1. Section 107.01.01 – Authority, purpose and applicability.

g. Special provisions.

4. The town shall not authorize any other person, nor shall the town itself repair, **maintain**, install or provide any streets or public utility services in any subdivision for which the standards contained herein or referred to herein have not been complied with in full.

2. Section 107.07.01 - General policies in the extraterritorial jurisdiction (ETJ).

c. *Design and construction standards for public improvements in the town's extraterritorial jurisdiction (ETJ).* All public improvements constructed in conjunction with a new development in the town's ETJ shall be designed, engineered and constructed in accordance with the town's standards and all other applicable town master plans (e.g., water reuse master plan, the comprehensive plan, etc.).

3. Section 107.08.01 General Subdivision Policies.

(b) *Adequate public facilities.*

(1) *Adequate services for areas proposed for development.* Land proposed for development in the town and in the town's ETJ shall be served adequately by essential public facilities and services, including, but not limited to, water distribution, wastewater collection and treatment, roadways, pedestrian circulation, storm drainage conveyance, and park and recreational facilities. Land shall not be approved for platting or development until adequate public facilities necessary to serve the development exist or provisions have been made for the facilities, whether the facilities are to be located within the property being developed or offsite.



TOWN OF LITTLE ELM

DEVELOPMENT SERVICES DEPARTMENT

100 West Eldorado Parkway
Little Elm, TX 75068

214-975-0471
developmentservices@littleelm.org
www.littleelm.org

(3) *Property owner's responsibilities.* The property owner shall be responsible for, but not limited to, the following:

- a. *Dedication and construction of improvements.* The property owner shall dedicate all rights-of-way and easements for, and shall construct and extend, all necessary on-site and off-site public improvements for water distribution, wastewater collection and treatment, streets, storm drainage conveyance, and other improvements that are necessary to adequately serve each phase of a proposed development at service levels that are consistent with the town's applicable master facilities plans and engineering design standards.
- h. *Operations and maintenance of public facilities.* The property owner shall make provide for all operations and maintenance of the public facilities, or shall provide proof that a separate entity will be responsible for the operations and maintenance of the facilities.

4. Section 107.08.03 – Streets and alleys.

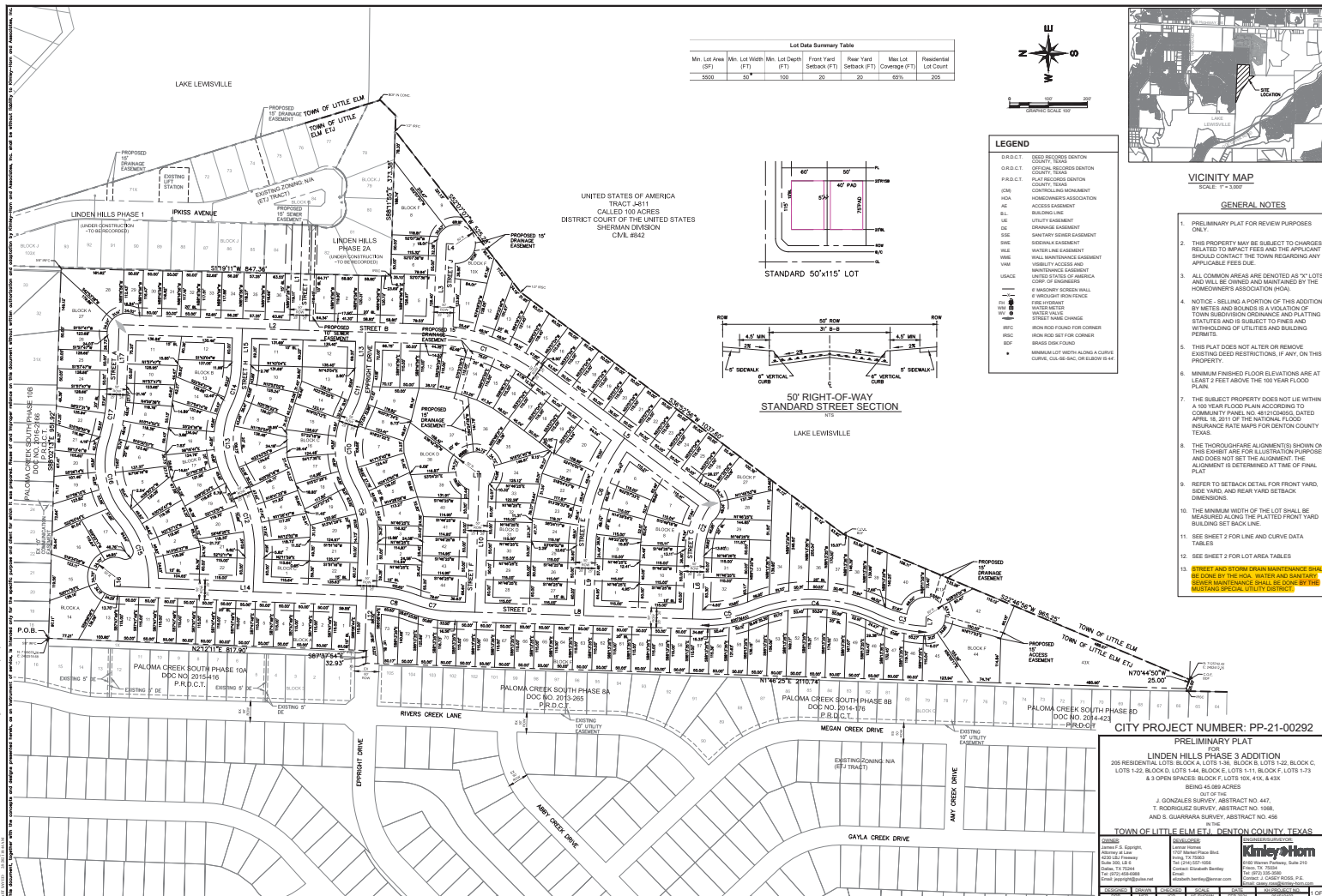
c. Private Streets.

2. Town Council action required. Dedicated streets and rights-of-way shall not be designated or used as private streets and such use is prohibited, except where specific approval is given by action of the town council for properties within the town's extraterritorial jurisdiction and upon approval of a specific use permit for properties within the town limits. The town council may add any conditions as deemed appropriate as part of the approval of a private street development.

The submitted preliminary plat was denied based off the provisions above. The preliminary plat indicated on the face of the plat in note 13, that the streets and drainage would be maintained by the HOA. As indicated above, this would take a separate action from the Town Council to consider the HOA for that maintenance. In addition, if the dedication is to be to a utility district, that too requires separate action from the Council prior to action on the preliminary plat. Without proper action, as well as the ordinance require the infrastructure to be dedicated and maintained by some entity, the Planning and Zoning Commission denied the request.

Regards,

Fred Gibbs
Director of Development Services





April 14, 2021

Town of Little Elm
Planning & Zoning Commission
Attn: Fred Gibbs
100 W. Eldorado Parkway
Little Elm, TX 75068

Re: *Linden Hill Ph. 3 (Town Project No. PP-21-00292)*
Preliminary Plat: Notice of Appeal of Denial
P&Z Agenda Item 5 – April 1, 2021

Dear Mr. Gibbs:

In connection with the pending appeal regarding the denial of the preliminary plat referenced above, note 13 on the preliminary plat has been revised as follows:

~~13. STREET AND STORM DRAIN MAINTENANCE SHALL BE DONE BY THE HOA. WATER AND SANITARY SEWER MAINTENANCE SHALL BE DONE BY THE MUSTANG SPECIAL UTILITY DISTRICT.~~

13. AS REQUIRED BY LITTLE ELM SUBDIVISION REGULATION SECTION 107.08.01(b)(3)(h), THE PROPERTY OWNER WILL PROVIDE FOR ALL OPERATIONS AND MAINTENANCE OF THE PUBLIC FACILITIES OR PROVIDE PROFF THAT A SEPARATE ENTITY WILL BE RESPONSIBLE FOR THE OPERATIONS AND MAINTENANCE OF THE FACILITIES.

A copy of the revised preliminary plat is enclosed with this letter. Please provide the revised plat to the Town Council for consideration in connection with this appeal.

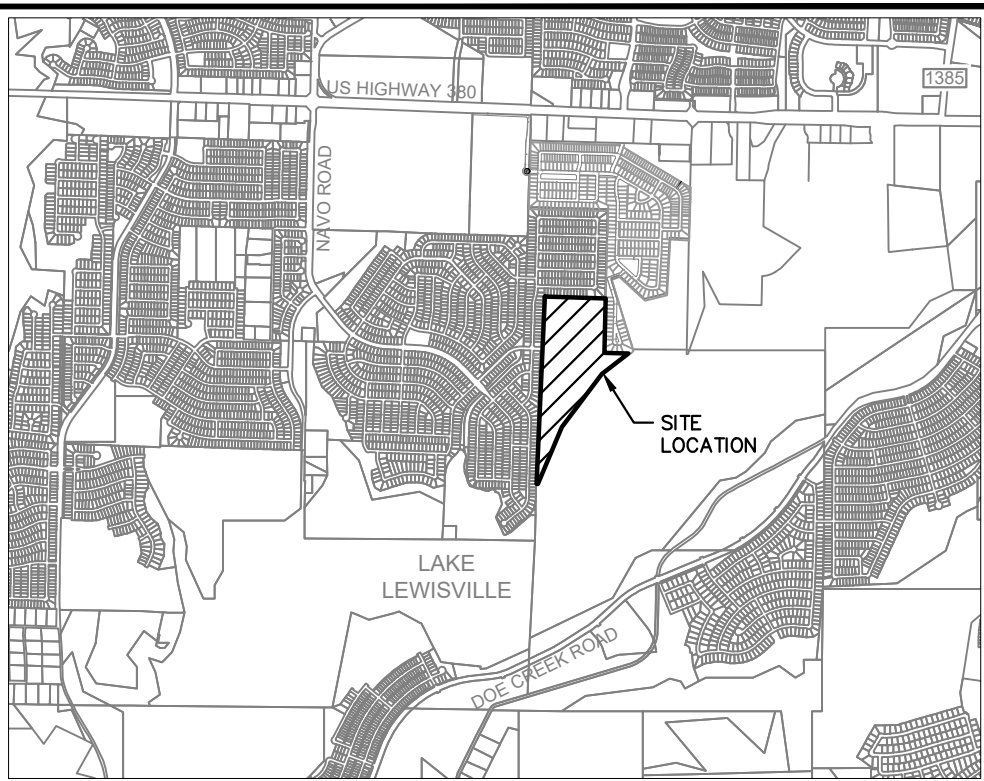
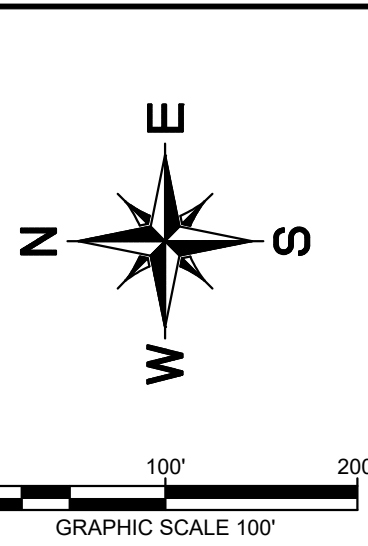
Sincerely,

J. Casey Ross, PE, C.F.M.
Applicant

cc: Robert Brown, Town Attorney
Misty Ventura, Applicant's Attorney
James F.S. Eppright, Owner
Elizabeth Bentley, Developer

Encl.

Lot Data Summary Table						
Min. Lot Area (SF)	Min. Lot Width (FT)	Min. Lot Depth (FT)	Front Yard Setback (FT)	Rear Yard Setback (FT)	Max Lot Coverage (FT)	Residential Lot Count
5500	50*	100	20	20	65%	205






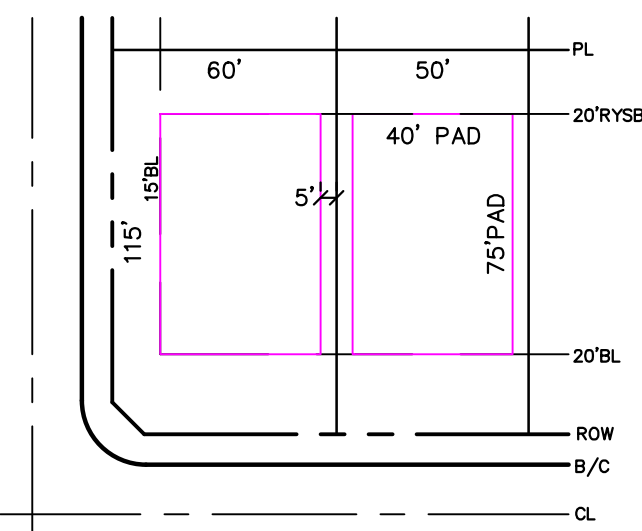
SCALE: 1" = 3,000'

GENERAL NOTES

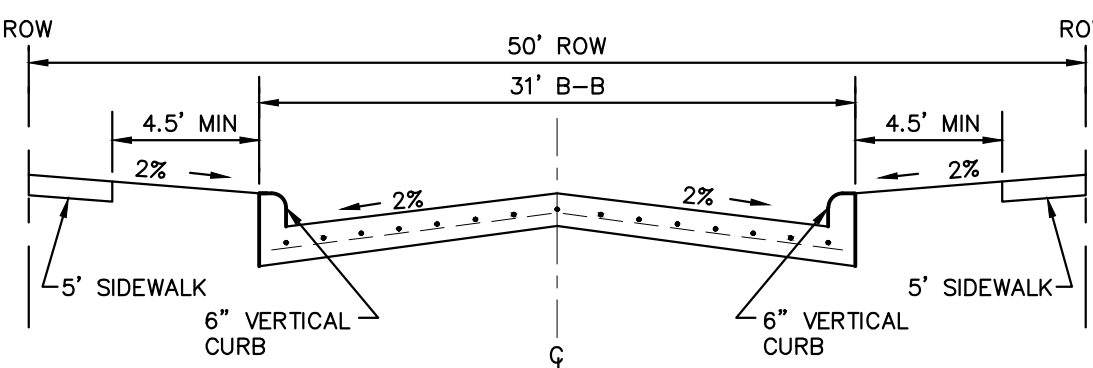
1. PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY.
2. THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES AND THE APPLICANT SHOULD CONTACT THE TOWN REGARDING ANY APPLICABLE FEES DUE.
3. ALL COMMON AREAS ARE DENOTED AS "X" LOTS AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION (HOA).
4. NOTICE - SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF TOWN SUBDIVISION ORDINANCE AND PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
5. THIS PLAT DOES NOT ALTER OR REMOVE EXISTING DEED RESTRICTIONS, IF ANY, ON THIS PROPERTY.
6. MINIMUM FINISHED FLOOR ELEVATIONS ARE AT LEAST 2 FEET ABOVE THE 100 YEAR FLOOD PLAIN.
7. THE SUBJECT PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD PLAIN ACCORDING TO COMMUNITY PANEL NO. 48121C0405G, DATED APRIL 18, 2011 OF THE NATIONAL FLOOD INSURANCE RATE MAPS FOR DENTON COUNTY TEXAS.
8. THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT
9. REFER TO SETBACK DETAIL FOR FRONT YARD, SIDE YARD, AND REAR YARD SETBACK DIMENSIONS.
10. THE MINIMUM WIDTH OF THE LOT SHALL BE MEASURED ALONG THE PLATTED FRONT YARD BUILDING SET BACK LINE.
11. SEE SHEET 2 FOR LINE AND CURVE DATA TABLES
12. SEE SHEET 2 FOR LOT AREA TABLES
13. AS REQUIRED BY LITTLE ELM SUBDIVISION REGULATION SECTION 107.08.01(b)(3)(n), THE PROPERTY OWNER WILL PROVIDE FOR ALL OPERATIONS AND MAINTENANCE OF THE PUBLIC FACILITIES OR PROVIDE PROOF THAT A SEPARATE ENTITY WILL BE RESPONSIBLE FOR THE OPERATIONS AND MAINTENANCE OF THE FACILITIES.

LEGEND

D.R.D.C.T.	DEED RECORDS DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS DENTON COUNTY, TEXAS
(CM)	CONTINUING MONUMENT
HOA	HOMEOWNERS ASSOCIATION
AE	ACCESS EASEMENT
B.L.	BUILDING LINE
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
SSE	SANITARY SEWER EASEMENT
SWE	SIDEWALK EASEMENT
WLE	WATER LINE EASEMENT
WME	WALL MAINTENANCE EASEMENT
VAM	VISIBILITY ACCESS AND MAINTENANCE EASEMENT
USACE	UNITED STATES OF AMERICA CORP. OF ENGINEERS
	6' MASONRY SCREEN WALL
FM	6' WROUGHT' IRON FENCE
WM	FIRE HYDRANT
WV	WATER METER
	WATER VALVE
	STREET NAME CHANGE
IRFC	IRON ROD FOUND FOR CORNER
IRSC	IRON ROD SET FOR CORNER
BDF	BRASS DISK FOUND
*	MINIMUM LOT WIDTH ALONG A CURVE CURVE, CUL-SE-AC, OR ELBOW IS 44'

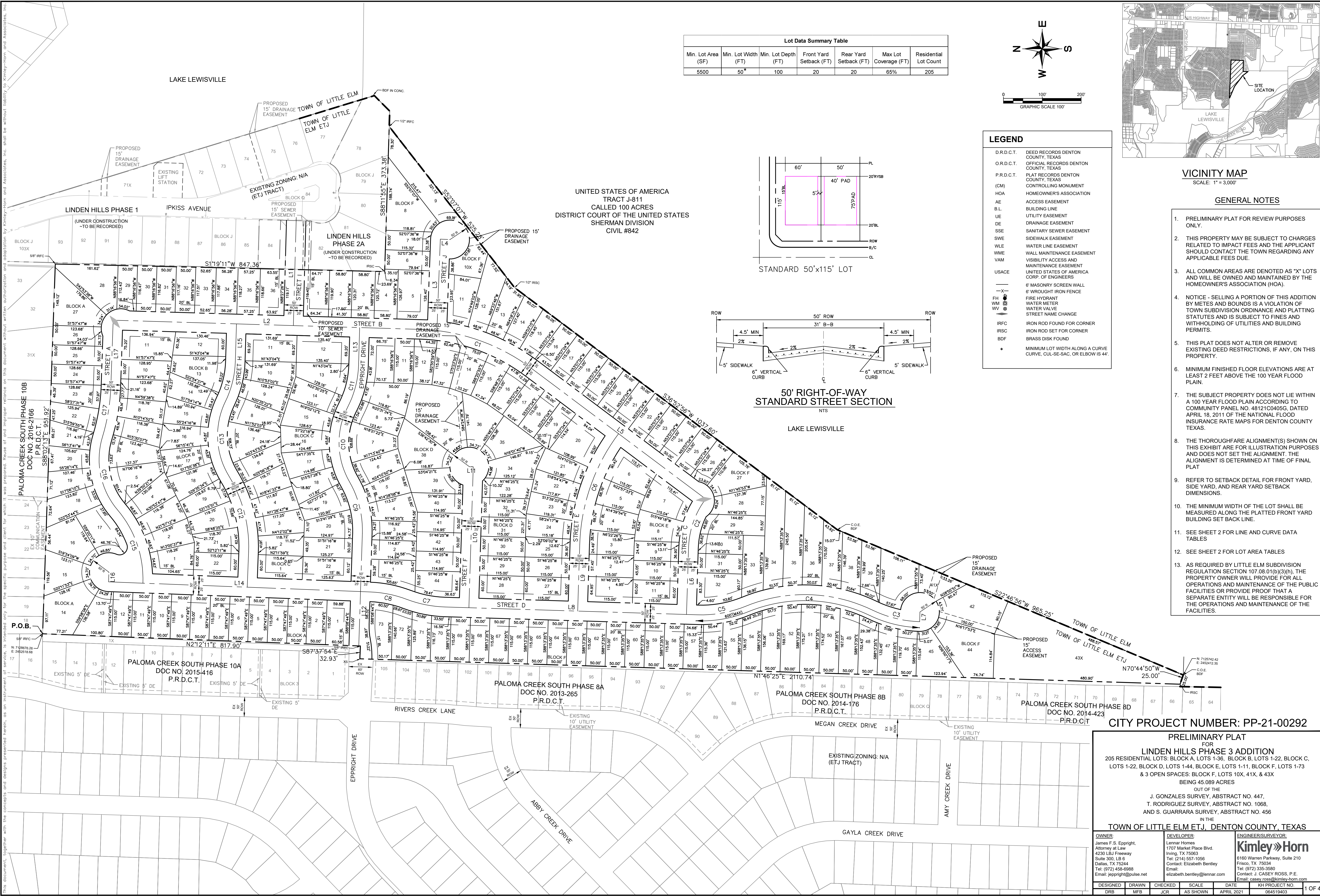


STANDARD 50'x115' LOT



50' RIGHT-OF-WAY STANDARD STREET SECTION

LAKE LEWISVILLE




CITY PROJECT NUMBER: PP-21-00292

FOR

LINDEN HILLS PHASE 3 ADDITION
205 RESIDENTIAL LOTS: BLOCK A, LOTS 1-36, BLOCK B, LOTS 1-22, BLOCK C,
LOTS 1-22, BLOCK D, LOTS 1-44, BLOCK E, LOTS 1-11, BLOCK F, LOTS 1-73
& 3 OPEN SPACES: BLOCK F, LOTS 10X, 41X, & 43X
BEING 45.089 ACRES

J. GONZALES SURVEY, ABSTRACT NO. 447,
T. RODRIGUEZ SURVEY, ABSTRACT NO. 1068,
AND S. GUARRARA SURVEY, ABSTRACT NO. 456

TOWN OF LITTLE ELM ETJ, DENTON COUNTY, TEXAS

OWNER: James F. S. Eppright, Attorney at Law 4230 LB Freeway Suite 300, LB 6 Contact: Elizabeth Bentley Tel: (972) 458-6988 Email: jeppright@pulse.net	DEVELOPER: Lennar Homes 1107 Market Place Blvd. Irving, TX 75063 Tel: (214) 557-1056 Contact: Elizabeth Bentley Email: elizabeth.bentley@lennar.com	ENGINEER/SURVEYOR:  6180 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 353-3580 Contact: J. CASEY ROSER, P.E. Email: casey.roser@kimley-horn.com
--	--	--

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK A - LOT 1	0.159	6,926
BLOCK A - LOT 2	0.132	5,750
BLOCK A - LOT 3	0.132	5,750
BLOCK A - LOT 4	0.132	5,750
BLOCK A - LOT 5	0.132	5,750
BLOCK A - LOT 6	0.132	5,750
BLOCK A - LOT 7	0.132	5,750
BLOCK A - LOT 8	0.132	5,750
BLOCK A - LOT 9	0.132	5,750
BLOCK A - LOT 10	0.132	5,750
BLOCK A - LOT 11	0.132	5,750
BLOCK A - LOT 12	0.132	5,750
BLOCK A - LOT 13	0.187	8,154
BLOCK A - LOT 14	0.310	13,513
BLOCK A - LOT 15	0.207	8,997
BLOCK A - LOT 16	0.243	10,600
BLOCK A - LOT 17	0.229	9,985
BLOCK A - LOT 18	0.191	8,325
BLOCK A - LOT 19	0.151	6,571
BLOCK A - LOT 20	0.137	5,958

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK A - LOT 21	0.141	6,159
BLOCK A - LOT 22	0.153	6,646
BLOCK A - LOT 23	0.157	6,842
BLOCK A - LOT 24	0.148	6,433
BLOCK A - LOT 25	0.148	6,433
BLOCK A - LOT 26	0.146	6,352
BLOCK A - LOT 27	0.276	12,001
BLOCK A - LOT 28	0.284	12,360
BLOCK A - LOT 29	0.131	5,689
BLOCK A - LOT 30	0.134	5,832
BLOCK A - LOT 31	0.134	5,849
BLOCK A - LOT 32	0.135	5,867
BLOCK A - LOT 33	0.142	6,197
BLOCK A - LOT 34	0.153	6,645
BLOCK A - LOT 35	0.156	6,782
BLOCK A - LOT 36	0.174	7,577
BLOCK B - LOT 1	0.175	7,602
BLOCK B - LOT 2	0.151	6,596
BLOCK B - LOT 3	0.152	6,638
BLOCK B - LOT 4	0.161	6,995

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK B - LOT 5	0.203	8,842
BLOCK B - LOT 6	0.186	8,086
BLOCK B - LOT 7	0.148	6,465
BLOCK B - LOT 8	0.145	6,326
BLOCK B - LOT 9	0.145	6,305
BLOCK B - LOT 10	0.145	6,316
BLOCK B - LOT 11	0.230	10,035
BLOCK B - LOT 12	0.184	8,026
BLOCK B - LOT 13	0.221	9,617
BLOCK B - LOT 14	0.159	6,943
BLOCK B - LOT 15	0.156	6,806
BLOCK B - LOT 16	0.161	7,020
BLOCK B - LOT 17	0.166	7,222
BLOCK B - LOT 18	0.159	6,910
BLOCK B - LOT 19	0.152	6,615
BLOCK B - LOT 20	0.159	6,907
BLOCK B - LOT 21	0.152	6,605
BLOCK B - LOT 22	0.158	6,900
BLOCK C - LOT 1	0.159	6,939
BLOCK C - LOT 2	0.145	6,323

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK D - LOT 41	0.132	5,747
BLOCK D - LOT 42	0.132	5,747
BLOCK D - LOT 43	0.132	5,747
BLOCK D - LOT 44	0.169	7,365
BLOCK E - LOT 1	0.171	7,470
BLOCK E - LOT 2	0.152	6,607
BLOCK E - LOT 3	0.153	6,672
BLOCK E - LOT 4	0.160	6,948
BLOCK E - LOT 5	0.160	6,950
BLOCK E - LOT 6	0.202	8,790
BLOCK E - LOT 7	0.208	9,061
BLOCK E - LOT 8	0.181	7,870
BLOCK E - LOT 9	0.132	5,750
BLOCK E - LOT 10	0.132	5,750
BLOCK E - LOT 11	0.158	6,900
BLOCK F - LOT 1	0.177	7,722
BLOCK F - LOT 2	0.162	7,062
BLOCK F - LOT 3	0.163	7,086
BLOCK F - LOT 4	0.168	7,324
BLOCK F - LOT 5	0.231	10,069

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK F - LOT 6	0.132	5,759
BLOCK F - LOT 7	0.133	5,792
BLOCK F - LOT 8	0.329	14,345
BLOCK F - LOT 9	0.299	13,031
BLOCK F - LOT 10X	0.156	6,804
BLOCK F - LOT 11	0.200	8,696
BLOCK F - LOT 12	0.222	9,683
BLOCK F - LOT 13	0.171	7,432
BLOCK F - LOT 14	0.151	6,583
BLOCK F - LOT 15	0.144	6,270
BLOCK F - LOT 16	0.132	5,750
BLOCK F - LOT 17	0.132	5,750
BLOCK F - LOT 18	0.132	5,750
BLOCK F - LOT 19	0.132	5,750
BLOCK F - LOT 20	0.132	5,750
BLOCK F - LOT 21	0.132	5,750
BLOCK F - LOT 22	0.132	5,750
BLOCK F - LOT 23	0.132	5,750
BLOCK F - LOT 24	0.132	5,750
BLOCK F - LOT 25	0.132	5,750

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK F - LOT 26	0.133	5,773
BLOCK F - LOT 27	0.224	9,748
BLOCK F - LOT 28	0.189	8,231
BLOCK F - LOT 29	0.188	8,180
BLOCK F - LOT 30	0.131	5,709
BLOCK F - LOT 31	0.132	5,750
BLOCK F - LOT 32	0.201	8,743
BLOCK F - LOT 33	0.188	8,210
BLOCK F - LOT 34	0.308	13,414
BLOCK F - LOT 35	0.258	11,238
BLOCK F - LOT 36	0.215	9,364
BLOCK F - LOT 37	0.179	7,817
BLOCK F - LOT 38	0.164	7,133
BLOCK F - LOT 39	0.160	6,980
BLOCK F - LOT 40	0.270	11,763
BLOCK F - LOT 41X	0.142	6,203
BLOCK F - LOT 42	0.334	14,545
BLOCK F - LOT 43X	1.281	55,801
BLOCK F - LOT 44	0.377	16,417
BLOCK F - LOT 45	0.221	9,610

OWNER'S CERTIFICATE
STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS JAMES F.S EPPRIGHT is the owner of a tract of land situated in the J. Gonzalez Survey, Abstract No. 447, the T. Rodriguez Survey, Abstract No. 1068 and the S. Guarrara Survey, Abstract No. 456, Town of Little Elm, Denton County, Texas, and being all of a called 45.00 acre tract of land described in a Special Warranty Deed to James F.S. Eppright, as recorded in Document No. 2004-5039 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a point for the northerly northwest corner of said 45.00 acre tract, common to an ell corner of Paloma Creek South Phase 10A, according to the plat thereof recorded in Document No. 2015-416 of the Plat Records of Denton County, Texas;

THENCE South 88°02'13" East, along the northerly line of said 45.00 acre tract, the southerly line of said Paloma Creek South Phase 10A and the southerly line of Paloma Creek South Phase 10B, according to the plat thereof recorded in Document No. 2016-2166 of the Plat Records of Denton County, Texas, a distance of 951.92 feet to the northerly northeast corner of said 45.00 acre tract, common to the southeast corner of said Paloma Creek South Phase 10B, being on the westerly line of a called 96.382 acre tract of land described in a deed to Lennar Homes of Texas Land and Construction, Ltd., as recorded in Instrument No. 2019-157118 of the Official Records of Denton County, Texas, from which, a point for witness bears North 0°01' West, 0.6 feet;

THENCE South 1°19'11" West, along the easterly line of said 45.00 acre tract and the westerly line of said 96.382 acre tract, a distance of 847.36 feet to a point for the southwest corner of said 96.382 acre tract, common to an ell corner of said 45.00 acre tract;

THENCE South 88°11'55" East, continuing along the easterly line of said 45.00 acre tract and along the southerly line of said 96.382 acre tract, a distance of 373.38 feet to a point for the southerly northeast corner of said 45.00 acre tract, common to the southeast corner of said 96.382 acre tract, being on the westerly line of Lake Lewisville;

THENCE along continuing along the easterly line of said 45.00 acre tract and along the westerly line of said Lake Lewisville, the following courses and distances:

South 52°07'07" West, a distance of 525.28 feet to a point for corner;

South 36°52'56" West, a distance of 1037.60 feet to a point for corner;

South 22°46'56" West, a distance of 965.25 feet to a point for the southeast corner of said 45.00 acre tract;

THENCE North 70°44'50" West, along the southerly line of said 45.00 acre tract and continuing along the westerly line of said Lake Lewisville, a distance of 25.00 feet to for the southwest corner of said 45.00 acre tract, being on the easterly line of Paloma Creek South Phase 8D, according to the plat thereof recorded in Document No. 2014-423 of the Plat Records of Denton County, Texas;

THENCE along the westerly line of said 45.00 acre tract, the easterly line of said Paloma Creek South Phase 8D, the easterly line of Paloma Creek South Phase 8B, according to the plat thereof recorded in Document No. 2014-176 of the Plat Records of Denton County, Texas, the easterly line of Paloma Creek South Phase 8A, according to the plat thereof recorded in Document No. 2013-265 of the Plat Records of Denton County, Texas, the easterly terminus of Eppright Drive, a 50 foot wide right of way, as dedicated in the plat of Paloma Creek South Phase 9A, according to the plat thereof recorded in Document No. 2010-200 of the Plat Records of Denton County, Texas, and the easterly line of aforesaid Paloma Creek South Phase 10A, the following courses and distances:

North 1°46'25" East, a distance of 2110.74 feet to a point for corner;

South 87°37'54" East, a distance of 32.93 feet to a point for corner;

North 2°12'11" East, a distance of 817.90 feet to the POINT OF BEGINNING and containing 45.089 acres (1,964,081 square feet) of land, more or less.

OWNER'S DEDICATION

STATE OF TEXAS §

COUNTY OF DENTON §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That JAMES F.S. EPPRIGHT, ("Owner") does hereby adopt this plat designating the hereinabove property as LINDEN HILLS PHASE 3 ADDITION, an addition to the Town of Little Elm, Denton County, Texas, and do hereby dedicate to the public use forever, their streets, alleys and public use areas shown hereon, the easements, as shown, for mutual use and accommodation of the Town of Little Elm and all public utilities desiring to use or using same. The Town of Little Elm and any public utility company shall have the right to remove and keep removed all or parts of any building, fences, shrubs, trees or other improvements or growths, which in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on said Easements, and the Town of Little Elm and all public utilities constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems, without the necessity, at anytime, of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Little Elm, Texas.

WITNESS, my hand, this _____ day of _____, 2021.

By: _____
JAMES F.S. EPPRIGHT

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned Authority, A Notary Public in and for said county and state, on this day personally appeared JAMES F.S. EPPRIGHT, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2021.

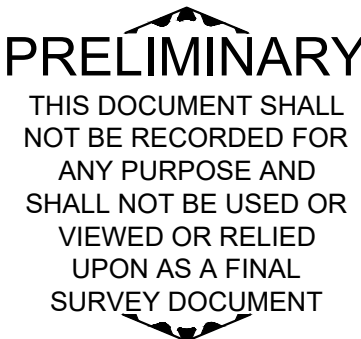
NOTARY PUBLIC in and for the STATE OF TEXAS

SURVEYORS CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

I, Sylviana Gunawan, a Registered Professional Land Surveyor in the State of Texas, do hereby declare that I have prepared this plat from an actual on the ground survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with Subdivision Regulations of the Town of Little Elm, Texas.

Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy, Suite 210
Frisco, Texas 75034
Ph. 972-335-3580
sylviana.gunawan@kimley-horn.com



STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Sylviana Gunawan, known to me to be the person whose name is subscribed to the foregoing instruments, and acknowledged to me that he executed the same for the purpose and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2021.

NOTARY PUBLIC in and for the STATE OF TEXAS

LINE TABLE		
LINE	LENGTH	BEARING
L1	278.50	S88°27'26.42"E
L2	790.68	S1°43'04.08"W
L3	235.42	S87°52'24.00"E
L4	25.00	N2°07'36.00"E
L5	560.73	S36°52'55.60"W
L6	171.90	N88°13'35.40"W
L7	25.00	N88°13'35.40"W
L8	651.24	S1°46'24.60"W
L9	171.90	N88°13'35.40"W
L10	362.78	N88°13'35.40"W
L11	10.00	N1°46'24.60"E
L12	291.03	N88°11'28.49"W
L13	97.00	S88°16'55.92"E
L14	673.43	S2°12'10.60"W
L15	97.00	N88°16'55.92"W
L16	25.00	N87°47'49.40"W
L17	171.25	N88°02'13.40"W

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	500.00'	306.87'	N19°18'00"E	302.07'	35°09'52"	158.44'
C2	220.00'	134.81'	N70°40'20"W	132.71'	35°06'31"	69.60'
C3	300.00'	125.89'	S13°47'42"W	124.97'	24°02'36"	63.89'
C4	400.00'	335.71'	N1°46'25"E	325.94'	48°05'11"	178.45'
C5	300.00'	125.89'	S10°14'53"E	124.97'	24°02'36"	63.89'
C6	500.00'	306.38'	N70°40'20"W	301.61'	35°06'31"	158.17'
C7	300.00'	99.63'	S11°17'15"W	99.17'	19°01'40"	50.28'
C8	300.00'	97.38'	N11°30'08"E	96.95'	18°35'54"	49.12'
C9	250.00'	136.86'	N75°56'34"E	137.08'	31°49'24"	71.27'
C10	200.00'	200.16'	S88°42'07"W	191.91'	57°20'31"	109.36'
C11	250.00'	111.94'	S75°27'17"E	111.01'	25°39'18"	56.93'
C12	350.00'	204.78'	N75°26'28"E	201.87'	33°31'24"	105.42'
C13	200.00'	200.41'	S87°23'08"W	192.13'	57°24'43"	109.52'
C14	250.00'	106.35'	S76°05'43"E	105.55'	24°22'25"	53.99'
C15	275.00'	204.12'	N70°56'21"E	199.46'	42°31'40"	107.02'
C16	200.00'	200.11'	S78°20'16"W	191.86'	57°19'34"	109.33'
C17	500.00'	131.24'	S80°31'04"E	130.88'	15°02'19"	66.00'

UTILITY CONTACTS:

Mustang SUD:
Attorney at Law
PH. 940-440-9561

Coserv:
Richard Thorson
PH. 940-321-7885

DEVELOPER:

Lennar Homes
1707 Market Place Blvd.
Irving, TX 75063
Tel: (214) 557-1056
Contact: Elizabeth Bentley
Email: elizabeth.bentley@lennar.com

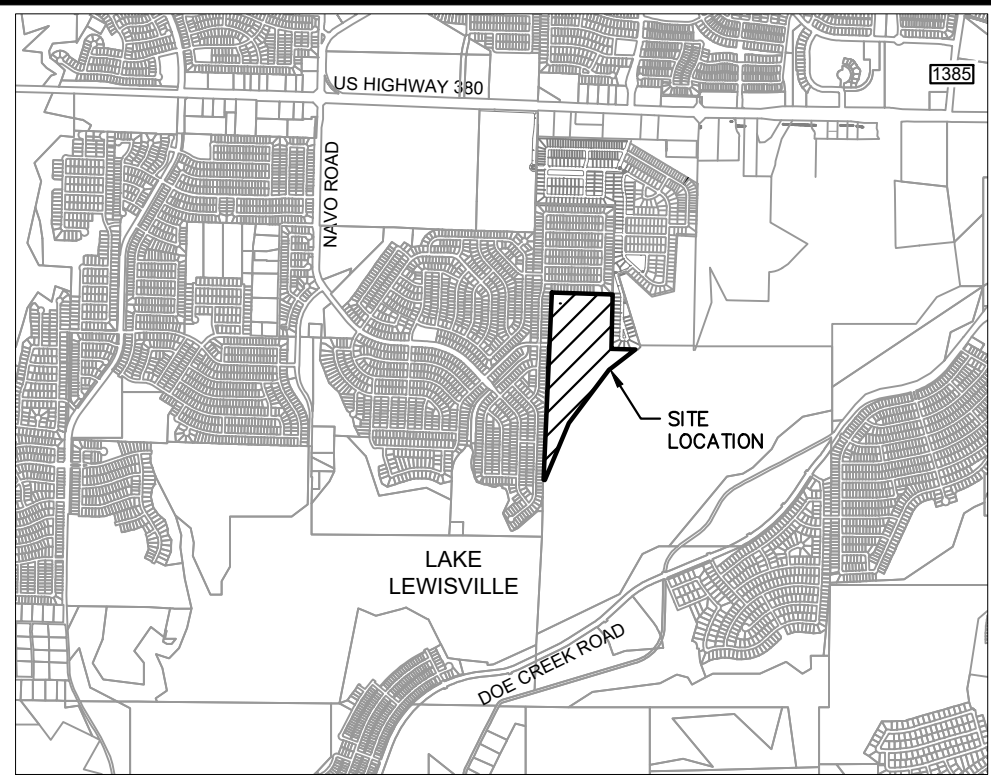
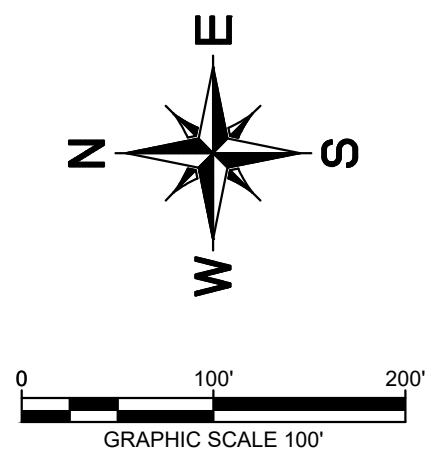
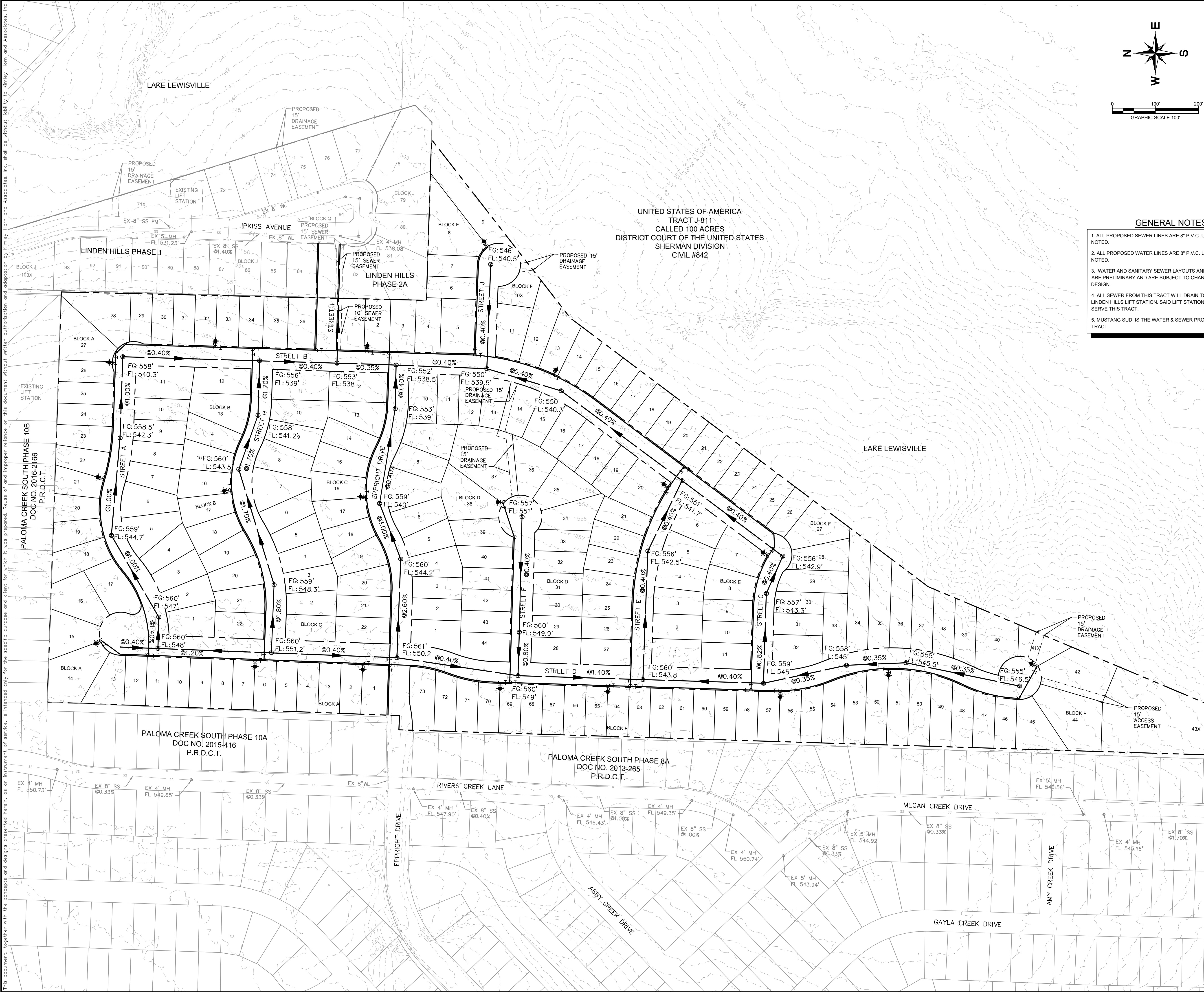
ENGINEER/SURVEYOR:

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: J. CASEY ROSS, P.E.
Email: casey.ross@kimley-horn.com

CITY PROJECT NUMBER: PP-21-00292

PRELIMINARY PLAT FOR LINDEN HILLS PHASE 3 ADDITION 205 RESIDENTIAL LOTS: BLOCK A, LOTS 1-36, BLOCK B, LOTS 1-22, BLOCK C, LOTS 1-22, BLOCK D, LOTS 1-44, BLOCK E, LOTS 1-11, BLOCK F, LOTS 1-73 & 3 OPEN SPACES: BLOCK F, LOTS 10X, 41X, & 43X BEING 45.089 ACRES OUT OF THE J. GONZALES SURVEY, ABSTRACT NO. 447, T. RODRIGUEZ SURVEY, ABSTRACT NO. 1068, AND S. GUARRARA SURVEY, ABSTRACT NO. 456 IN THE TOWN OF LITTLE ELM ETJ., DENTON COUNTY, TEXAS					
OWNER: James F.S. Eppright, Attorney at Law 4230 LBJ Freeway Suite 300, LB 6 Dallas, TX 75034 Contact: Elizabeth Bentley Email: jseppright@pulsae.net	DEVELOPER: Lennar Homes 1707 Market Place Blvd. Irving, TX 75063 Tel: (214) 557-1056 Contact: Elizabeth Bentley Email: elizabeth.bentley@lennar.com	ENGINEER/SURVEYOR: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: J. CASEY ROSS, P.E. Email: casey.ross@kimley-horn.com	DESIGNED DRB	DRAWN MFB	CHECKED JCR
SCALE AS SHOWN	DATE APRIL 2021	PROJECT NO. 064519403	2 OF 4		

PLATTED BY: JEFFREY S. EPPRIGHT, P.E. DATE: 04/20/2021
DRAWN BY: JEFFREY S. EPPRIGHT, P.E. DATE: 04/20/2021
LAST NAME: EPPRIGHT, FIRST NAME: JEFFREY, MIDDLE NAME: S., SUFFIX: P.E.
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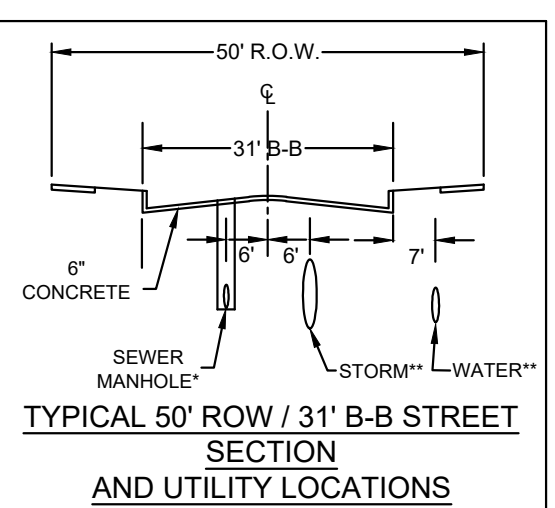
VICINITY MAP
SCALE: 1" = 3,000'

GENERAL NOTES

1. ALL PROPOSED SEWER LINES ARE 8" P.V.C. UNLESS OTHERWISE NOTED.
2. ALL PROPOSED WATER LINES ARE 8" P.V.C. UNLESS OTHERWISE NOTED.
3. WATER AND SANITARY SEWER LAYOUTS AND PROFILES SHOWN ARE PRELIMINARY AND ARE SUBJECT TO CHANGE DURING FINAL DESIGN.
4. ALL SEWER FROM THIS TRACT WILL DRAIN TO THE EXISTING LINDEN HILLS LIFT STATION. SAID LIFT STATION WAS DESIGNED TO SERVE THIS TRACT.
5. MUSTANG SUD IS THE WATER & SEWER PROVIDER FOR THIS TRACT.

UTILITY LEGEND

- | | |
|-----|----------------------------------|
| --- | PROPERTY LINE |
| --- | PROPOSED SANITARY SEWER LINE |
| --- | PROPOSED WATER LINE |
| ○ | PROPOSED SANITARY SEWER MANHOLE |
| ○ | PROPOSED SANITARY SEWER CLEANOUT |
| → | SANITARY SEWER FLOW DIRECTION |
| ★ | PROPOSED FIRE HYDRANT |
| + | PROPOSED TAPPING SLEEVE & VALVE |
| --- | EXISTING OVERHEAD POWER LINE |
| --- | EXISTING WATER LINE |
| --- | EXISTING SANITARY SEWER LINE |
| --- | EXISTING STORM SEWER LINE |
| ○ | EXISTING POWER POLE |
| ○ | EXISTING FIRE HYDRANT |
| ○ | EXISTING WATER METER |
| ○ | EXISTING SANITARY SEWER MANHOLE |



- * - SEWER LINE TO BE STRAIGHT BETWEEN MANHOLES AND WITHIN RIGHT OF WAY
- ** - STORM AND WATER TO BE ON CURVED ALIGNMENTS PARALLEL TO CENTERLINE OF STREET

BENCH MARK LIST

- TOWN OF LITTLE ELM MONUMENT NO. 6
LOCATED AT THE NORTHWEST CORNER OF
INTERSECTION OF U.S. HIGHWAY 380 AND ELM
STREET (PRIVATE DRIVE)
ELEV=577.34'
- BM #50 12" SET ON THE SOUTH SIDE OF US
HIGHWAY 380, 450' EAST OF CENTERLINE OF
ELM RIDGE ROAD
ELEV=577.23'
- BM #51 12" SET ON THE SOUTH SIDE OF US
HIGHWAY 380, 470' EAST OF CENTERLINE OF
ELM RIDGE ROAD
ELEV=570.58'

CITY PROJECT NUMBER: PP-21-00292

PRELIMINARY UTILITY PLAN

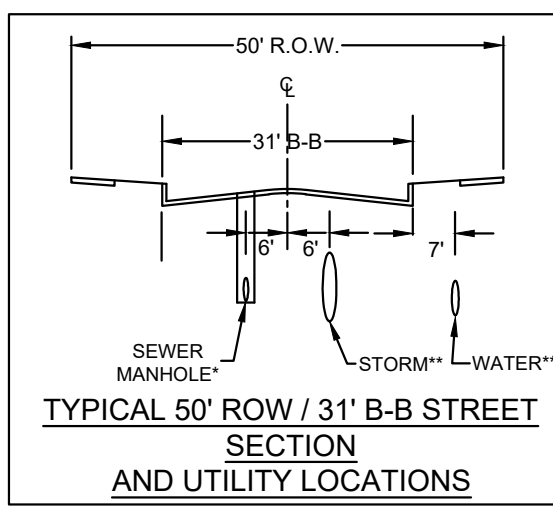
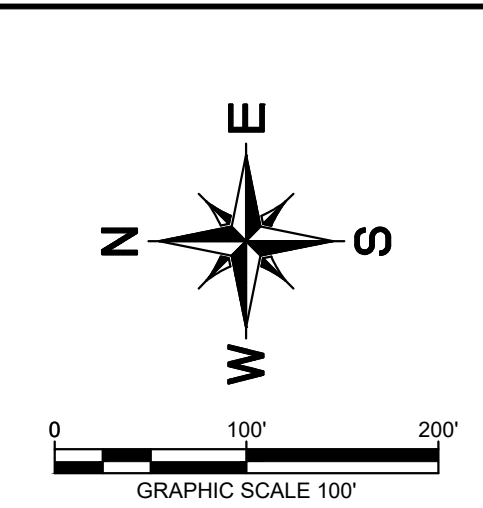
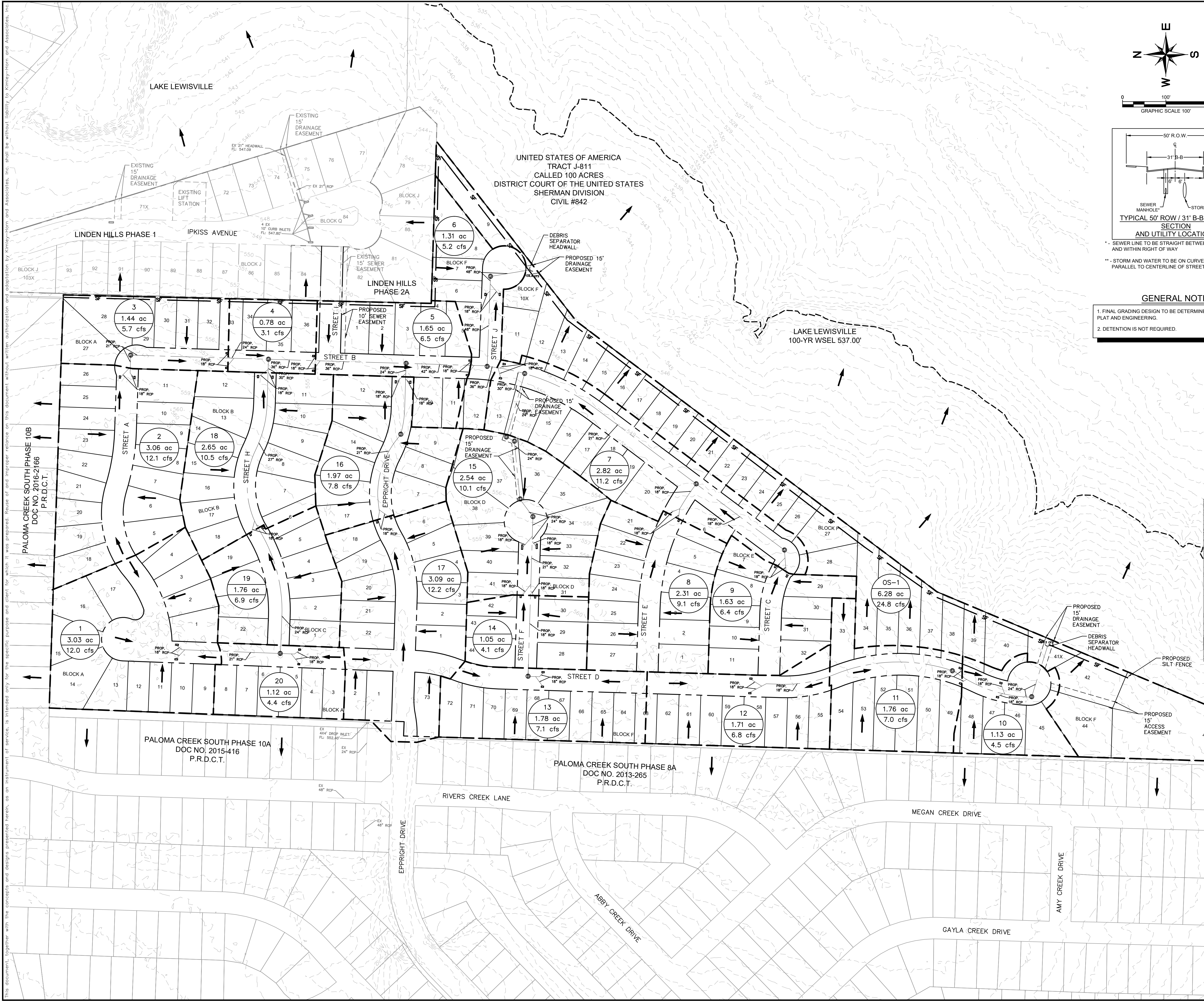
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& 3 OPEN SPACES: BLOCK F, LOTS 10X, 41X, & 43X
BEING 45.089 ACRES

OUT OF THE
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AND S. GUARRARA SURVEY, ABSTRACT NO. 456

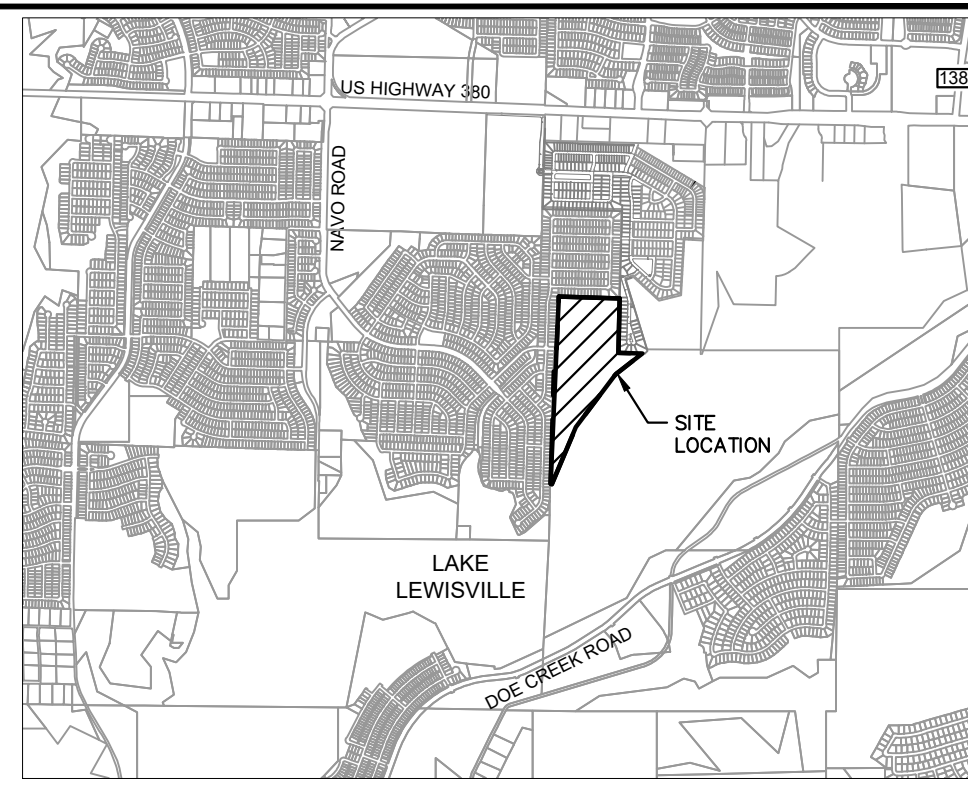
IN THE
TOWN OF LITTLE ELM ETJ, DENTON COUNTY, TEXAS

OWNER: James F. S. Eppright, Attorney at Law 4230 LBJ Freeway Suite 300, LB 6 Dallas, TX 75244 Tel: (972) 455-6988 Email: jseppright@pulse.net	DEVELOPER: Lennar Homes 1707 Market Place Blvd. Irving, TX 75063 Tel: (214) 557-1056 Contact: Elizabeth Bentley Email: elizabeth.bentley@lennar.com	ENGINEER/SURVEYOR: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: J. CASEY ROSS, P.E. Email: casey.ross@kimley-horn.com
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SCALE AS SHOWN	DATE APRIL 2021	PROJECT NO. 064519403
3 OF 4		

PRINTED BY: JEFFREY B. KIMLEY-HORN & ASSOCIATES, INC. DATE: 04/20/2021 10:45 AM
DRAWING NAME: C:\P\2021\00292\PP21-00292\PP21-00292.DWG
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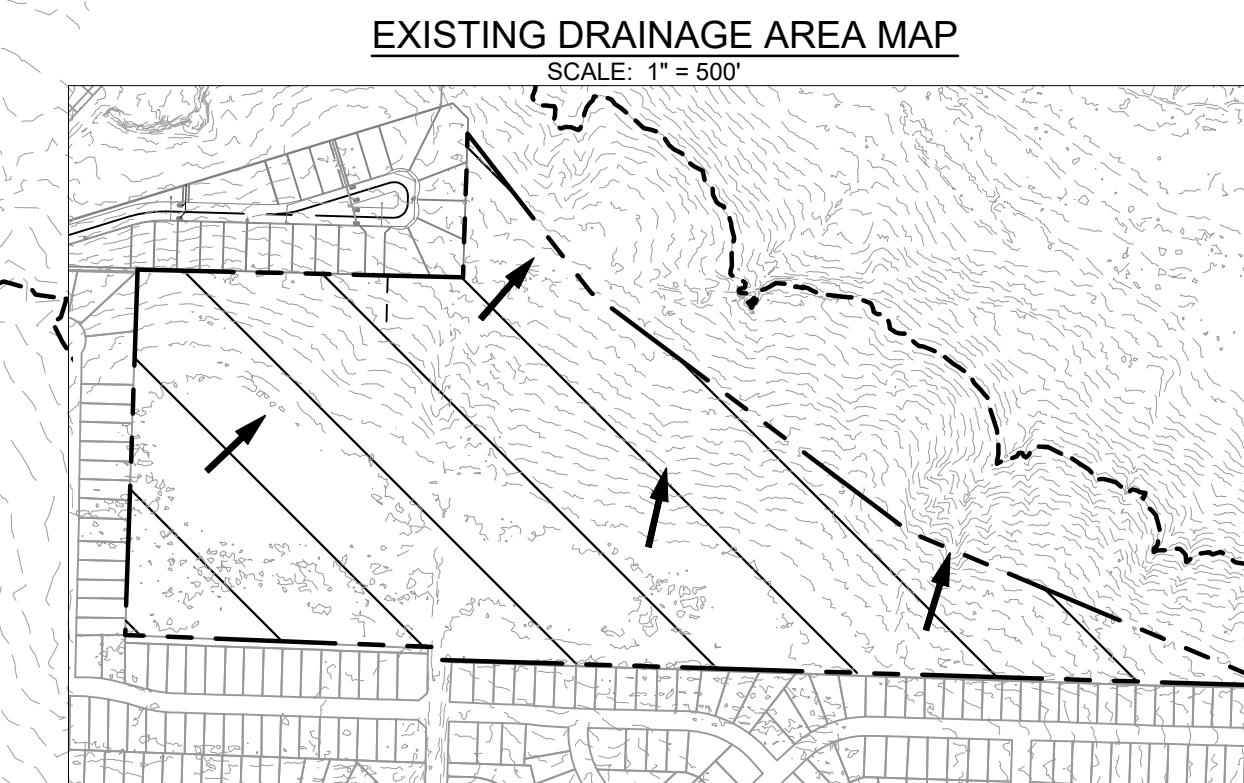
- GENERAL NOTES**
1. FINAL GRADING DESIGN TO BE DETERMINED AT THE TIME OF FINAL PLAT AND ENGINEERING.
 2. DETENTION IS NOT REQUIRED.



VICINITY MAP
SCALE: 1" = 3,000'

- LEGEND**
- X-1 AREA DESIGNATOR
 - 1.00 ac AREA IN ACRES
 - 9.9 cfs Q100 FLOW IN CFS
 - PROPERTY LINE
 - PROPOSED FLOW DIRECTION
 - PROPOSED DRAINAGE BASIN OUTFALL LOCATION
 - EXISTING CONTOUR

- DRAINAGE DESIGN CRITERIA**
- Q100 = Ca * C * I * A
 - Q = FLOW IN CUBIC FEET PER SECOND (CFS)
 - Ca = FREQUENCY FACTOR = 1.00
 - C = RUNOFF COEFFICIENT
 - 0.50 SINGLE FAMILY (1% TO 3.5% AVERAGE LAND SLOPE)
 - 0.30 OPEN SPACE (1% TO 3.5% AVERAGE LAND SLOPE)
 - 0.80 COMMERCIAL (1% TO 3.5% AVERAGE LAND SLOPE)
 - I = INTENSITY FOR TIME OF CONCENTRATION = TC,
 - 15 MIN = 7.91 IN/HR
 - 10 MIN = 9.24 IN/HR (COMMERCIAL PARKWAY)
 - A = DRAINAGE AREA IN ACRES



EXISTING DRAINAGE AREA MAP
SCALE: 1" = 500'

- BENCH MARK LIST**
- TOWN OF LITTLE ELM MONUMENT NO. 6 LOCATED AT THE NORTHWEST CORNER OF INTERSECTION OF U.S. HIGHWAY 380 AND ELM STREET (PRIVATE DRIVE) ELEV=577.34'
 - BM #50 1/2" SET ON THE SOUTH SIDE OF US HIGHWAY 380, 450' EAST OF CENTERLINE OF ELM RIDGE ROAD ELEV=577.23'
 - BM #51 1/2" SET ON THE SOUTH SIDE OF US HIGHWAY 380, 470' EAST OF CENTERLINE OF ELM RIDGE ROAD ELEV=570.58'

CITY PROJECT NUMBER: PP-21-00292

PRELIMINARY DRAINAGE PLAN FOR LINDEN HILLS PHASE 3 ADDITION
205 RESIDENTIAL LOTS: BLOCK A, LOTS 1-36, BLOCK B, LOTS 1-22, BLOCK C, LOTS 1-22, BLOCK D, LOTS 1-44, BLOCK E, LOTS 1-11, BLOCK F, LOTS 1-73 & 3 OPEN SPACES: BLOCK F, LOTS 10X, 41X, & 43X
BEING 45.089 ACRES
OUT OF THE
J. GONZALES SURVEY, ABSTRACT NO. 447,
T. RODRIGUEZ SURVEY, ABSTRACT NO. 1068,
AND S. GUARRARA SURVEY, ABSTRACT NO. 456
IN THE
TOWN OF LITTLE ELM ETJ, DENTON COUNTY, TEXAS

DESIGNED	DRAWN	CHECKED	SCALE	DATE	BY PROJECT NO.	4 OF 4
DRB	MFB	JCR	AS SHOWN	APRIL 2021	064519403	

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