



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

Tuesday, January 17, 2023

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. **Acknowledgment/Moment of Silence.**
 - B. **Present Town Manager Challenge Coins.**
 - C. **Present and Discuss the Community Waste Disposal Annual Report.**
2. **Presentations.**
 - A. **Present a Proclamation Recognizing Alpha Kappa Alpha Sorority, Omega Alpha Omega Chapter.**
 - B. **Present a Proclamation Declaring January 16, 2023 as Dr. Martin Luther King, Jr. Day of Service 2023.**
3. **Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.**

- 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- C. Items to be Withdrawn from Consent Agenda.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.**
Presentation of monthly updates from department heads: concerning law enforcement activities, municipal court, customer service, emergency medical services, fire department response, fire prevention activities, emergency management, ongoing economic development projects, building permits, code enforcement activities, library activities, human resources updates, information technology report, revenue and expenditure report, street construction status, sanitation services, highway construction status, utility operations, parks and recreation activities, as well as facility and fleet updates.
- G. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session.

- 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 551.007, 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 December 20, 2022, Regular Town Council Meeting.**

- B. Consider Action to Award **RFP 2022-25 for Custodial Services to CTJ Maintenance, Inc. in the estimated annual amount of \$190,000.**
- C. Consider Action to Award **RFP 2023-07 for Pizza Delivery Services to Star Papa, LP DBA Papa John's, in the estimated annual amount of \$50,000.**
- D. Consider Action to Approve **Ordinance No. 1701 Providing for Refuse Rates; Providing for a Repealing Clause; Providing for a Severability Clause; and, Providing an Effective Date for Community Waste Disposal for an Annual Market Adjustment per the Current Service Contract.**
- E. Consider Action to Award **RFP 2023-04 for Aquatics Center Concessionaire Services to Sorrells Enterprises, LLC.**
- F. Consider Action to Approve **Change Order #3 to the Construction Contract with Field Turf USA, Inc. regarding the Cottonwood Park and Lakeside Youth Sports Synthetic Turf Project.**
- G. Consider Action to Approve **Change Order #1 to the Construction Contract with AUI Partners, LLC regarding Artificial Turf for The Lawn at The Lakefront Project.**
- H. Consider Action to Approve **Temporary Access and Sidewalk Easements within the Union Park Commercial Development.**

6. 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.

7. 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.

8. **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 12th day of January 2023 before 5:00 p.m.



Date: 01/17/2023
Agenda Item #: 1. B.
Department: Administrative Services
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Matt Mueller, Town Manager

AGENDA ITEM:

Present **Town Manager Challenge Coins.**

DESCRIPTION:

Town Manager Matt Mueller will recognize Town employees by presenting them Town Manager Challenge Coins.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Date: 01/17/2023
Agenda Item #: 1. C.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Doug Peach, Deputy Town Manager

AGENDA ITEM:

Present and Discuss the **Community Waste Disposal Annual Report.**

DESCRIPTION:

Community Waste Disposal, the Town's waste management provider, will give Town Council an annual report.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Date: 01/17/2023
Agenda Item #: 2. A.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Present a **Proclamation Recognizing Alpha Kappa Alpha Sorority, Omega Alpha Omega Chapter.**

DESCRIPTION:

Mayor Pro Tem Lisa Norman will present a proclamation recognizing Alpha Kappa Alpha Sorority, Omega Alpha Omega Chapter.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

AKA Proclamation



Proclamation

WHEREAS, one of the privileges of the office of the Mayor is to recognize and honor the outstanding positive contributions from organizations that serve the people who live and work in our Town; and

WHEREAS, the Town is honored to pay tribute to the Founders' Day celebration of the Omega Alpha Omega Chapter of the Alpha Kappa Alpha Sorority as they join their international organization in celebrating 115 years of service to all mankind in Excellence as did their Founders in 1908; and

WHEREAS, Alpha Kappa Alpha Sorority, Incorporated® was established on January 15, 1908, on the campus of Howard University in Washington, D.C. as the first Greek-letter organization by African American women in America; and

WHEREAS, Alpha Kappa Alpha Sorority, Incorporated® is an international service organization with a global membership composed of nearly 325,000 distinguished and successful women their communities; and

WHEREAS, special recognition is due to the Omega Alpha Omega Chapter for their service and support of our community through impactful contributions including hosting the Little Elm High School HBCU College Fair & Panel Discussion, hosting college signing day, care packages for graduating seniors, and angel tree gifts for Little Elm students; and

WHEREAS, the Town of Little Elm recognizes Alpha Kappa Alpha Sorority, Incorporated® Omega Alpha Omega Chapter for their dedication to the residents and visitors of Little Elm and we thank them for being an outstanding community partner; and

NOW, THEREFORE, we recognize the **Alpha Kappa Alpha Sorority, Incorporated® Omega Alpha Omega Chapter** for their contributions to the Town of Little Elm and pay tribute to their Founders' Day Celebration.

Given under my hand and Seal of the Town of Little Elm, Texas, this 17th day of January, 2023.

Curtis J. Cornelious, Mayor of Little Elm



Date: 01/17/2023
Agenda Item #: 2. B.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Present a **Proclamation Declaring January 16, 2023 as Dr. Martin Luther King, Jr. Day of Service 2023.**

DESCRIPTION:

Mayor Pro Tem Lisa Norman will present a proclamation declaring January 16, 2023 as Dr. Martin Luther King Jr. Day of Service 2023.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

Dr. Martin Luther King, Jr. Service Day Proclamation



Proclamation

WHEREAS, Dr. Martin Luther King, Jr. devoted his life to the advancement of civil rights and public service. He believed in a nation of freedom and justice for all, and challenged all citizens to help build a more perfect union and live up to the purpose and potential of America; and

WHEREAS, Dr. King recognized that everyone can be great because everyone can serve, and during his lifetime encouraged all Americans to serve their neighbors and their communities; and

WHEREAS, Dr. King's legacy is honored each year on the third Monday of January; and

WHEREAS, in 1994, Congress initiated The King Day of Service, a nationwide effort to transform the federal holiday honoring Dr. Martin Luther King, Jr. into a day of community service, grounded in Dr. King's teachings, that helps solve social problems while focusing on bringing people together and breaking down the barriers that have divided us as a nation; and

WHEREAS, hundreds of thousands of volunteers in cities and towns across the nation participate in King Day service projects in all 50 states, the District of Columbia, Guam, and Puerto Rico; and

WHEREAS, the King Day of Service, which falls on January 16th this year, is a time for the people of Little Elm to recognize Dr. King's teachings on advancing equality and opportunity for all by contributing their own time and talents in a day of service; and

WHEREAS, the Kind Day of Service is an excellent opportunity to take the first step in making service a regular activity in the lives of Little Elm residents. It is an important day to encourage each citizen to take part in service that will benefit communities and neighborhoods and provide a fitting memorial to the life of Martin Luther King, Jr.; and

WHEREAS, the Town of Little Elm salutes members of historically African American fraternities and sororities who have made community service an integral part of their missions including Alpha Phi Alpha, Kappa Alpha Psi, Omega Psi Phi, Phi Beta Sigma, and Iota Phi Theta Fraternities and Alpha Kappa Alpha, Delta Sigma Theta, Zeta Phi Beta, and Sigma Gamma Rho Sororities.

NOW, THEREFORE, we declare January 16, 2023 as **Dr. Martin Luther King, Jr. Day**

of Service 2023 and urge residents to honor the memory of Dr. King, to put his teachings into action, and to find ways to give back to their community.

Given under my hand and Seal of the Town of Little Elm, Texas, this 17th day of January, 2023.

Curtis J. Cornelious, Mayor of Little Elm



Date: 01/17/2023
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 December 20, 2022, Regular Town Council Meeting.**

DESCRIPTION:

The minutes from the December 20, 2022, regular Town Council meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - December 20, 2022

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 DECEMBER 20, 2022 - 6:00 p.m.

Present: Mayor Curtis J. Cornelious; Council Member Neil Blais; Council Member Jamell Johnson; Council Member Tony Singh; Mayor Pro Tem Lisa Norman; Council Member Jeremy Lukas

Absent: Council Member Michael McClellan

Staff Present: Caitlan Biggs, Director of Administrative Services/Town Secretary; Jennette Espinosa, Executive Director; Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Chad Hyde, Director of Community Services; Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; Jason Shroyer, Director of Public Works; Kate Graham, Assistant to the Town Manager; Kelly Wilson, Chief Financial Officer; Paul Rust, Fire Chief; Robert Brown, Town Attorney

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

Meeting was called to order at 6:00 p.m.

A. Present and Discuss the Purpose of Specific Use Permits (SUP).

Director of Development Services Fred Gibbs gave an overview of the item in the attached presentation.

B. Present and Discuss the Subdivision Ordinance in relation to Collector Roads and Other Roadways in the Town.

Director of Development Services Fred Gibbs gave an overview of the item in the attached presentation.

C. Present and Discuss a Review of 2022 Engagement Activities.

Town Manager Matt Mueller gave a recap of 2022 community engagement activities.

- ***Series of workshops that included a Council team building retreat, joint workshops with boards and commissions, and a staff retreat***
- ***Held 3 Citizens Government Academies***
- ***Reestablished Keep Little Elm Beautiful***
- ***Established Veteran's Committee***
- ***Established Youth Council***
- ***Held four District Town Halls***

He discussed changing the format of the District Town Halls to encourage more participation. The Mayor suggested coordinating them with annual HOA meetings.

Town Manager Matt Mueller suggested hosting the town halls in different areas but not making them district specific.

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

A. Invocation.

Council Member Blais gave the invocation.

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.

None.

F. Presentation of Monthly Updates.

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

Town Manager Matt Mueller stated the Town has been in touch with utility providers that have stated they are prepared for the winter storm this week and the preventative measures Town staff has taken.

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

None.

3. 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.

4. 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 Council Member Neil Blais, seconded by Council Member Jamell Johnson **to approve the Consent Agenda.**

Vote: 6 - 0 - Unanimously

- A. Consider Action to Approve the **Minutes from the December 6, 2022, Regular Town Council Meeting.**
- B. Consider Action to Award **IFB 2023-02 for an Annual Requirements Agreement for Water and Wastewater Treatment Chemicals to DPC Industries for an estimated annual expenditure of \$70,280, Chameleon Industries, Inc. for an estimated annual expenditure of \$203,840, Evoqua Water Technologies, LLC for an estimated annual expenditure of \$223,560, Univar USA, Inc. for an estimated annual expenditure of \$73,430, and Polydyne, Inc. for an estimated annual expenditure of \$50,500.**
- C. Consider Action to Approve an **Annual Interlocal Cooperative Agreement for Fire Protection Services with Denton County for Unincorporated Areas Around Town Limits.**
- D. Consider Action to Approve an **Annual Interlocal Cooperative Agreement for EMS/ambulance services with Denton County for Unincorporated Areas Around Town Limits.**
- E. Consider Action to Award **Bid 2023-08 for Fine Bar Screen Addition for the Wastewater Treatment Plant to Felix Construction in the amount of \$380,500, and Authorize the Town Manager to Execute the Contract.**
- F. Consider Action to Approve **Resolution No. 1220202201 Approving an Amendment to the Town's Investment Policy; Authorized Broker/Dealers; Recording the Annual Review; and an Effective Date.**

- G. Consider Action to Approve a **Development Escrow Agreement between the Town of Little Elm and MM Northlake Phase 2-3, LLC** regarding the Northlake Estates Phase 3 Subdivision.
- H. Consider Action to Award a **Construction Contract to Quality Excavation, LTD** for the Woodrow Circle Improvement Project (Contract #2023-05).
- I. Consider Action to Award a **Construction Contract to Quality Excavation, LTD** for the Lobo Lane Technology Park Improvement Project (Contract #2022-06).
- J. Consider Action to Approve **Ordinance No. 1700** regarding the Abandonment of a Certain Portion of Navo Road, Authorizing the Transfer of Ownership to the Abutting Landowner, and Providing an Effective Date.

5. Regular Items.

- A. Continue the Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1692 Regarding a Proposed Text Amendment to Chapter 106, Zoning Ordinance, by Amending Sec. 106.01.14 - Land Use Definitions, in Order to Establish a Definition for "Family"**.

Open Public Hearing: Public Hearing opened December 6, 2022 at 6:33 p.m.

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1692:

Managing Director of Planning Olga Chernomorets gave an overview of the item in the attached presentation.

Open Public Hearing: Public Hearing opened December 6, 2022 at 6:33 p.m.

Receive Public Comments: None

Close Public Hearing: 6:48 p.m.

Take Action on Ordinance No. 1692:

Motion by Council Member Neil Blais, seconded by Mayor Pro Tem Lisa Norman ***to approve Ordinance No.1692.***

Vote: 6 - 0 - Unanimously

- B. Hold Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1695 Regarding a Request to Rezone Approximately 11.193 acres of Land, Currently Zoned as Light Commercial, Generally Located East of the Intersection of FM 423 and Little Elm Parkway, within Little Elm's Town limits, in Order to Establish a New Planned Development District Based on Light Commercial (LC) and Town Home (TH) Districts, with Modified Development Standards, to Allow a New Mixed-Use Development, Comprised of Owner-Occupied Residential Townhome, Retail, Restaurant, and Office Uses.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1695:

Planning Manager Olga Chernomorets gave an overview of the item in the attached presentation.

Open Public Hearing: 7:05 p.m.

Receive Public Comments: Jeff NAME, Civil Engineer with Kimley Horn, represented the applicant.

Close Public Hearing: 7:14 p.m.

Take Action on Ordinance No. 1695:

Motion by Council Member Neil Blais, seconded by Council Member Jamell Johnson **to approve Ordinance No. 1695.**

Vote: 4 - 2

- C. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and FM 423 Properties LLC.**

Motion by Council Member Neil Blais, seconded by Council Member Jamell Johnson **to approve the development agreement.**

Vote: 4 - 2

- D. Hold Public Hearing, Discuss, and Consider Action on **Ordinance No. 1696 Regarding a Request to Rezone Approximately .79 acres of Land, Currently Zoned as Planned Development - Light Commercial (PD-LC) Through Ordinance No. 1643, Generally Located at 1728 E Eldorado Pkwy, on the North Side of Eldorado Parkway, Approximately 300 Feet from Preston on the Lake Boulevard, within Little Elm's Town Limits, in Order to Amend the Existing Development Plans.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1696:

Managing Director of Planning Olga Chernomorets gave an overview of the item in the attached presentation.

Open Public Hearing: 7:24 p.m.

Receive Public Comments: None

Close Public Hearing: 7:25 p.m.

Take Action on Ordinance No. 1696:

Motion by Council Member Jeremy Lukas, seconded by Mayor Pro Tem Lisa Norman **to approve Ordinance No. 1696.**

Vote: 6 - 0 - Unanimously

- E. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and 3P Little Elm LLC.**

Motion by Council Member Tony Singh, seconded by Council Member Jamell Johnson **to approve the development agreement.**

Vote: 6 - 0 - Unanimously

- F. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1699, a Request for a Specific Use Permit (SUP) for a Drive-Thru, on Property Located at 26561 East University Street, Currently Zoned Planned Development (PD-LC) through Ordinance No. 1283, as Amended by Ordinance No. 1589, in order to Allow for Development of a New Quick Service Food Establishment with a Drive-Thru Component.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1699:

Managing Director of Planning Olga Chernomorets gave an overview of the item in the attached presentation.

Open Public Hearing: 7:31 p.m.

Receive Public Comments: None

Close Public Hearing: 7:32 p.m.

Take Action on Ordinance No. 1699:

Vote: 6 - 0 - Unanimously

Motion by Council Member Jeremy Lukas, seconded by Council Member Tony Singh **to approve Ordinance No. 1699.**

Vote: 6 - 0 - Unanimously

Managing Director of Planning Olga Chernomorets gave an overview of the item in the attached presentation.

Open Public Hearing: 7:31 p.m.

Receive Public Comments: None

Close Public Hearing: 7:32 p.m.

Take Action on Ordinance No. 1699:

6. 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 entered into Executive Session at 7:33 p.m.

7. 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 7:45 p.m. No action was taken.

8. Adjourn.

Meeting was adjourned at 7:46 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 17th day of January 2023.



Date: 01/17/2023
Agenda Item #: 5. B.
Department: Finance
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Chad Hyde, Director of Community Services

AGENDA ITEM:

Consider Action to Award **RFP 2022-25 for Custodial Services to CTJ Maintenance, Inc. in the estimated annual amount of \$190,000.**

DESCRIPTION:

Custodial services will be conducted daily in all town facilities, as well as porter services as needed for facilities and special events. The agreement includes supplies except for paper products, automatic soap dispenser refills, and dispenser batteries, which will be supplied by the Town. Services will commence on February 1, 2023.

RFP 2022-25 for Custodial Services was advertised in the local newspaper and posted on the Town's eProcurement system for all Town facilities. Six (6) offers were received, with the highest scoring offer provided by CTJ Maintenance, Inc. of Irving, TX. The initial agreement is for twelve (12) months; with four (4), twelve (12) month options to renew.

BUDGET IMPACT:

Funding is available in the General Fund, Facilities Maintenance budget.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Evaluation
Contract - Custodial Services

Line #	Description	QTY	UOM	Global Building Maintenance Dallas, TX		CTJ Maintenance Inc Irving, TX		Ambassador Services, LLC Houston, TX		Rising Star DRC Dallas, TX		Oriental Building Services, Inc. Dallas, TX		WCD Enterprises, LLC Scottsdale, AZ	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Town Hall (2nd floor, Council Chambers & Conference)	52	WK	\$341.55	\$17,760.60	\$704.46	\$36,631.92	\$795.53	\$41,367.56	\$1,001.00	\$52,052.00	\$768.80	\$39,977.60	\$3,010.00	\$156,520.00
2	Town Hall - Library only	52	WK	\$443.52	\$23,063.04	\$327.68	\$17,039.36	\$273.83	\$14,239.16	\$258.46	\$13,439.92	\$607.60	\$31,595.20	\$3,010.00	\$156,520.00
3	Service Center	52	WK	\$158.40	\$8,236.80	\$117.74	\$6,122.48	\$87.34	\$4,541.68	\$110.56	\$5,749.12	\$248.00	\$12,896.00	\$475.00	\$24,700.00
4	Public Safety Center	52	WK	\$277.20	\$14,414.40	\$352.23	\$18,315.96	\$423.91	\$22,043.32	\$536.60	\$27,903.20	\$520.80	\$27,081.60	\$2,090.00	\$108,680.00
5	The Rec at the Lakefront	52	WK	\$443.52	\$23,063.04	\$658.36	\$34,234.72	\$680.19	\$35,369.88	\$642.02	\$33,385.04	\$911.40	\$47,392.80	\$2,770.00	\$144,040.00
6	Animal Shelter	52	WK	\$118.80	\$6,177.60	\$88.31	\$4,592.12	\$47.35	\$2,462.20	\$59.93	\$3,116.36	\$186.00	\$9,672.00	\$315.00	\$16,380.00
7	Senior Center	52	WK	\$237.60	\$12,355.20	\$117.74	\$6,122.48	\$107.99	\$5,615.48	\$136.69	\$7,107.88	\$272.80	\$14,185.60	\$520.00	\$27,040.00
8	The Cove at the Lakefront	52	WK	\$388.08	\$20,180.16	\$329.68	\$17,143.36	\$265.78	\$13,820.56	\$250.87	\$13,045.24	\$564.20	\$29,338.40	\$1,050.00	\$54,600.00
9	IT Offices	52	WK	\$89.10	\$4,633.20	\$88.31	\$4,592.12	\$45.94	\$2,388.88	\$58.15	\$3,023.80	\$124.00	\$6,448.00	\$305.00	\$15,860.00
10	Optional Item 1 - Day Porter for Office Buildings	1040	HR	\$15.50	\$16,120.00	\$19.32	\$20,092.80	\$20.98	\$21,819.20	\$18.55	\$19,292.00	\$25.00	\$26,000.00	No Bid	
11	Optional Item 2 - Day Porter for The Cove	1040	HR	\$15.50	\$16,120.00	\$19.32	\$20,092.80	\$20.98	\$21,819.20	\$18.55	\$19,292.00	\$25.00	\$26,000.00	No Bid	
12	Optional Item 3 -Special Event Porter(s)	230	HR	\$18.00	\$4,140.00	\$20.16	\$4,636.80	\$22.98	\$5,285.40	\$19.60	\$4,508.00	\$29.75	\$6,842.50	No Bid	
				Total Price	\$166,264.04	Total Price	\$189,616.92	Total Price	\$190,772.52	Total Price	\$201,914.56	Total Price	\$277,429.70	Total Price	\$704,340.00

EVALUATION						
Possible Points:						
10	Experience/Qualifications	10	10	10	10	10
30	Compliance with Specs	20	28	20	27	10
20	Proposed Plan	12	18	2	12	5
30	Cost	30	24	20	15	4
90	Total Score:	72	80	52	64	29

Town of Little Elm, Texas
Contract for Custodial Services

This Agreement is made by and between the Town of Little Elm, Texas, a Texas home-rule municipality (hereinafter referred to as the "Town") and [CTJ Maintenance, Inc.](#) (hereinafter referred to as the "Provider") for [RFP 2022-25 Custodial Services](#). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Provider hereby agree as follows:

1. **EMPLOYMENT OF THE PROVIDER.** The Town agrees to retain the Provider for, and the Provider agrees to provide services relative to, the following: [RFP 2022-25 Custodial Services](#) (hereinafter also referred to as "Services") in accordance with the terms and conditions as set forth in this Agreement and in Exhibit A, attached hereto and incorporated herein by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Provider agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Agreement and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period for this Agreement is twelve (12) months from date of award. All pricing is to remain firm during this contract period. This Agreement is renewable for up to four (4) additional one-year terms on an annual basis. Both parties must be in agreement. Provider must notify the Town 120 days prior to end of the current term in the event of non-renewal.
5. **COMPENSATION.** The Provider's compensation for services to be performed and expenses to be incurred is specified in [Exhibit B](#), attached hereto and incorporated herein by reference.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after the Town's receipt of the invoice for the previous month's Services or as set forth in [Exhibit A](#).
7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with Exhibit A. Invoices should be mailed to Accounts Payable, Town of Little Elm, 100 W. Eldorado, Little Elm, TX 75068, or emailed to accounts.payable@littleelm.org.
8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Provider on account of unsatisfactory performance by the Provider. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and, if so used, will not be paid to the Provider.
9. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to the Provider.
10. **INSURANCE.** The Provider shall provide proof that it has obtained and will continue to maintain throughout the duration of this Agreement the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of this Agreement.
11. **INDEMNIFICATION.** THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE TOWN, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS,

ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO PROVIDER AS A MATTER OF LAW.

12. **TRANSFER OF INTEREST.** Neither the Town nor the Provider may assign or transfer their interests in this Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. This Agreement is binding on the Town, the Provider, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Provider shall make available to the Town for examination all of its records with respect to all matters covered by this Agreement, and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to this Agreement.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Provider shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Provider shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Provider agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each sub-Provider, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Provider shall keep records and submit reports concerning the racial and ethnic origin(s) of applicant employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** The Town may terminate this Agreement upon thirty (30) days written notice to the Provider, except in the event (i) the Provider is in breach of this Agreement, or (ii) the Provider fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the Town shall notify the Provider and the Provider shall be given seven (7) days to cure such breach or failure to comply. Should the Provider fail to cure to the

satisfaction of the Town, the Town may terminate this Agreement upon written notice as provided herein.

Furthermore, the Town retains the right to terminate this Agreement at the expiration of each Town budget period (September 30) during the term of this Agreement, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, the Provider consents to the Town's selection of another Provider to assist the Town in any way in completing the Services. The Provider further agrees to cooperate and provide any information requested by the Town in connection with the completion of the Services.

The Provider shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that the Provider shall receive a portion of fees and expenses permitted under this Agreement in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against the Provider that may be available under applicable law.

16. **PROVIDER'S REPRESENTATIONS.** The Provider hereby represents to the Town that the Provider is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required under this Agreement.
17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to the Provider for additional work without the Town's written approval before such work begins.
18. **PERFORMANCE BY PROVIDER.** All Services provided by the Provider hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and the Provider shall be responsible for all Services provided hereunder whether such services are provided directly by the Provider or by any sub-Providers hired by the Provider. The Provider shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. The Provider shall not utilize sub-Providers to perform Services without the Town's prior written consent.
19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Provider's employees, a full report of the facts, extent of the damage and estimated impact on the Provider's schedule shall be submitted to the Town by 8:00 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Provider must notify Police Dispatch immediately. The Provider shall be fully liable for all damage to Town property or equipment caused by the Provider's officers, employees, agents or sub-Providers.
20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Agreement, the Town has any reasonable objection to any of the Provider's personnel, or any personnel retained by the Provider, then the Provider shall promptly propose substitutes to whom the Town has no reasonable objection, and the Provider's compensation shall be equitably adjusted to reflect any difference in the Provider's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The Provider warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town are followed.
22. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the Town and the Provider, the Town and the Provider agree to submit such disagreement to non-binding mediation before pursuing any other legal remedy.

23. **ENTIRE CONTRACT.** This Agreement together with Exhibit A and B, attached hereto and any other exhibit attached hereto contains the entire contract between the Town and the Provider concerning the Services for the Project. There will be no understandings or contracts other than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto. In the event of a conflict between an attachment to this Agreement and this Agreement, this Agreement shall control.
24. **MAILING ADDRESSES.** All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

Town of Little Elm
Purchasing Manager
100 W. Eldorado
Little Elm, TX 75068
purchasing@littleelm.org

CTJ Maintenance, Inc.
6565 N. Macarthur Blvd.
Suite 225
Irving, TX 75039

Any notices and communications required to be given in writing by one Party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.
26. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be located in Denton County, Texas.
27. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original.
28. **EFFECTIVE DATE.** This Agreement shall be effective once it is signed by the Town and the Provider, as indicated below.

EXECUTED electronically, on this date: _____.

TOWN OF LITTLE ELM

Matt Mueller, Town Manager

CTJ Maintenance, Inc.

DocuSigned by:



Matthew Rivello

Type/Print Name and Title

EXHIBIT A
Custodial Services
SPECIFICATIONS

The Town of Little Elm (Town) requests proposals for an annual contract for custodial services for all Town buildings.

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

SPECIAL CONDITIONS

1. Miscellaneous Requirements
 - 1.1. The Town of Little Elm expects a high level of service from the successful bidder.
 - 1.2. Time is of the essence and failure to meet the service time and/or days of service as specified shall constitute a breach of Contract.
 - 1.3. Non-performance is defined as the failure, neglect or refusal to perform any act stipulated under this agreement and any attachments, addendums, amendments, etc. thereto.
 - 1.4. Successful bidder shall establish a process which ensures the Town of Little Elm Staff is informed immediately of defective or inoperable building equipment. Example: leakage or plumbing problems, defective lights or lighting, doors and/or gates that are found improperly secured, or other unusual circumstances that might affect the security, maintenance or effectiveness of the facility.
2. Storage of Materials
 - 2.1. It shall be the Successful Bidder's responsibility for storage of any materials and the Town of Little Elm will not be responsible for the loss or damage to materials, tools, appliances, or work arising from acts of theft, vandalism, malicious mischief or other causes. A storage custodial closet with a lock is provided at each site. The Town of Little Elm has the right to inspect this area.
3. Independent Contractor
 - 3.1. Successful Bidder represents that it is fully experienced and properly qualified to perform the class of work stated herein, and that it is properly licensed, equipped, organized, and financed to perform such work.
 - 3.2. Successful Bidder shall act as an independent contractor and not as the agent of the Town in performing the Contract.
 - 3.3. Successful Bidder shall maintain complete control over its employees.
 - 3.4. Successful Bidder shall perform all work in accordance with its own methods subject to compliance with the Contract.
4. Call Backs
 - 4.1. Call backs are defined as services that must be repeated due to unsatisfactory performance. If any services performed are deemed not in conformity with the specifications and requirements of the Contract, the Town shall have the right to require the Successful Bidder to perform the services again in conformity with said specifications (Exhibit B) and requirements at no additional increase in the total contract amount.
 - 4.2. The Town will conduct random inspections of the facilities to ensure performance standards are being met. If Successful bidder cannot be contacted and another vendor is called, monies that are paid to another vendor will be withheld from the monthly payment for that particular facility.
5. Security Requirements
 - 5.1. Successful Bidder shall at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or other means to any property. Successful Bidder shall promptly take all reasonable precautions, which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, the

Town's property, and the work site. Successful Bidder shall continuously inspect all its work, materials, and equipment facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions. Before leaving a building, Successful Bidder's employees will ensure the building is properly secured.

- 5.2. Successful Bidder shall comply with all applicable laws and regulations. Successful Bidder shall cooperate with Town on all security matters and shall promptly comply with any project security requirements established by the Town. Such compliance with these security requirements shall not relieve Successful Bidder of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Successful Bidder's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- 5.3. Successful Bidder shall not permit access to Town's facility by outside visitors, contractors, relatives or Successful bidder's staff who are not assigned to that particular facility. Access cards are **NOT** to be shared.
- 5.4. Successful Bidder is responsible for vandalism and theft caused by Successful Bidders employees. Any vandalism or theft by Successful Bidders employees may result in immediate termination of this contract.

6. Damage To Town's Property

- 6.1. Successful Bidder shall perform all work in such manner that does not damage Town's property. In the event damage occurs to Town's property or adjacent property by reason of custodial service operations performed under Successful Bidder, the Successful Bidder shall replace or repair the same at no cost to Town. If damage caused by the Successful Bidder has to be repaired or replaced by the Town, the cost of such work shall be deducted from monies due the Successful Bidder.
- 6.2. Examples of possible damages include but are not limited to: improper control of floor machine, causing machine to slam into baseboards, splitting, cracking, or penetrating wall; improper use of carpet cleaners that cause bleaching of colors or staining; washing of painted wall that causes discoloration or staining; excessive amounts of water used during cleaning.

7. Use of Town Equipment and Telephones

- 7.1. Use of telephones at contracted facilities will be allowed on an emergency basis for local calls only. Under NO circumstances will long distance calls be allowed. Use of facility televisions, radios and other equipment is prohibited.

8. Communication Requirements

- 8.1. Successful Bidder will stay in close contact with the Town Contract Manager concerning all work performed. Successful Bidder shall at all times ensure Successful Bidders employees are able to understand Contract requirements, guidance, and directions. Work hours, work week, job methods, procedures, pay periods, and pay scale shall be thoroughly explained to all personnel.
- 8.2. Many cleaning chemicals must be mixed before using, therefore Successful Bidders employees must be able to read and understand mixing directions, warning labels, and Material Safety Data Sheets.
- 8.3. Successful Bidder MUST have at least one person capable of clear communication in the English language on site at each building at all times during the hours that service is required. Failure to meet this requirement shall constitute a breach of contract.

9. Safety

- 9.1. Successful Bidder will be responsible for instructing his/her employees in safety measures considered appropriate. Personnel will not place or use mops, brooms, or any equipment in traffic lanes or other locations in such a manner as to create safety hazards. They will provide, place, and remove appropriate warning signs for wet or slippery floor areas caused by cleaning or waxing operations. All activities will be in compliance with general safety requirements.
- 9.2. Successful Bidder's staff shall be trained as needed for basic life safety issues, such as but not limited to: fire alarm evacuation procedures, response to bomb threats, etc.
- 9.3. Successful Bidder shall use CAUTION signs as required by OSHA guidelines and all such signs shall be furnished at no cost to the Town. Signs shall be in English and Spanish. The type shall be made of rugged plastic, bright color for easy viewing, and hinged at top.
- 9.4. Eye protection shall be worn when using any acid-based product, such as bowl cleaner. Successful Bidder's staff shall follow instructions on all warning labels and take steps necessary for safe use of all products.
- 9.5. Successful Bidder must have the expertise, knowledge, capability, and responsible program to appropriately manage situations involving hazardous chemicals and infectious waste.
- 9.6. Successful Bidder shall provide Material Safety Data Sheets (MSDS) that comply with OSHA Title 29 CFR, section 1910.1200 for all chemicals intended for use in Town facilities. Additionally, Successful Bidder is responsible for ensuring that legible copies of MSDS are made available at Town facilities. If new chemicals/products are introduced or new janitorial employees are hired, Successful Bidder is responsible for reviewing the MSDS with employees and ensuring that all employees understand and are trained in the safe use of all materials. The MSDS must be legible, and printed in English and Spanish. Only MSDS for chemicals/cleaners used on site are to be displayed. Complete booklets of all industry MSDS are **NOT** acceptable. All containers of cleaning material must be properly labeled as per OSHA requirements. Successful Bidder shall be responsible for any fines imposed by OSHA for lack of their performance regarding MSDS.
- 9.7. Successful Bidder shall ensure all chemicals, floor finishers, cleaning materials, scouring powers, etc., shall be labeled and identified as to content and shall be transported or placed at eye level or lower to prevent the accidental spilling into the eyes or face. Any chemical inadvertently left on the Town's property at the end of the contract or termination thereof, and the Town has to pay for the removal and disposal of Successful Bidder's materials the Successful Bidder shall be held liable for any and all charges incurred to the Town as a result. Town will deduct any expenses incurred from the Successful Bidder's final payment.
- 9.8. Successful Bidder shall ensure janitorial workers use rubber gloves when handling any solution that warns of skin irritation. Gloves must be changed between cleaning restrooms and other areas of the facility. Gloves are to be removed prior to restocking paper supplies and hand soap.

10. Qualification of Personnel

- 10.1. All Successful Bidder's personnel shall be trained and supervised to perform to the best of their ability so the Town is provided contracted services without fail. Successful Bidder's supervisory staff shall regularly visit work location(s) to observe custodial staff at work, to ensure Town is receiving the cleaning services as specified.
- 10.2. All supervisory personnel engaged in directing the work under this contract shall be experienced in directing/supervising capacity for facilities of the same size under this contract.

11. Qualifications of Custodians

- 11.1. The personnel employed by the Successful Bidder shall be capable employees, trained and qualified in custodial type work and able to meet the requirements of this contract. Successful Bidder's employees shall be familiar with the building security and fire alarm systems. All employees shall be trained on the procedures to follow in the event of a fire or other emergency, including pulling of the fire alarms when necessary.

12. Inspection of Equipment

- 12.1. All equipment used to perform the required services, shall be subject to inspection and test prior to and during the performance of the Contract by the Town to ensure the use of equipment meets the "standards of the industry", both in safety and suitability as generally recognized and in conformity to established practice in the area of janitorial services. If unsatisfactory equipment is found to be in use it will be considered to be unsatisfactory performance.

13. Supplies

- 13.1. Successful Bidder shall provide all supplies necessary to perform the services required and listed in the technical specifications. Successful bidder will stock sufficient quantities to meet the needs of each location (Exhibit A).

14. Schedule of Services

- 14.1. Within ten (10) business days of date of award, Successful Bidder shall submit to Contract Manager a schedule of services. The schedule is subject to approval by Town.

15. Personnel Security

- 15.1. All Successful Bidder(s) employees working on this Contract **shall** be subject to Owner background checks. Anyone with a background history showing a conviction for a felony; theft history of any kind; sex offense history, or any crime involving moral turpitude; illegal drug or narcotics use, sale or possession; or anyone showing a felony charge pending; or who has any outstanding warrants of any type, including misdemeanor traffic or felony warrants, may be subject to arrest, and will not be allowed to work under this contract.
- 15.2. Successful Bidder(s) shall be responsible for all personnel engaged in the work to ensure that said personnel comply with all security requirements imposed by Owner. It shall be Successful Bidder's responsibility to ensure that all equipment and workmen do not enter Town facilities except as required during the progress of the work. Successful Bidder(s) shall follow the directions given by Owner concerning the security policies, procedures, rules, regulations and methods of access and any other restrictions applicable to work within Town facilities.
- 15.3. **Listing of Personnel** – Successful Bidder(s) shall provide Owner's designated contact within five (5) calendar days from written notification of award and before contract start date, a letter/separate letters listing all personnel names, date of births and social security numbers for those employees who will be working on this project. The letter shall also include Successful Bidder(s) and any officers of the company, a telephone number for the Successful Bidder(s) or a designated representative, and if available, an e-mail address.
- 15.4. **Town Contract Badges** – Successful Bidder's employee must obtain access cards to all Town Facilities. Town access cards/badge remain the property of Town. Each is separately issued to an individual and cannot be shared or transferred. Misuse of identification and access cards is cause for termination and contract cancellation.
- 15.5. **Removal or Addition of Employee** – Successful Bidder agrees to work closely with Owner to ensure use of acceptable personnel. Owner reserves the right to request removal of any Successful Bidder's employee upon submitting proper justification, should such action be considered necessary to the best interests of the Owner. Successful Bidder is permitted to add/replace personnel only after Owner is provided written notice and compliance with provisions in the general conditions.
- 15.6. **Backup Staff** - The Successful Bidder shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate absent staff. The backup staff

shall adhere to the same background and security screenings as regular staff. The Owner reserves the right to request additional backup staff if deemed necessary.

- 15.7. **Enforcement of “Lock-Door” Policy** – All locked doors shall remain locked at all times and Successful Bidder’s employees are not allowed to open any doors for anyone.
- 15.8. **Employee Roster Updates** – Successful Bidder shall provide updated employee roster to Owner every 90 days or when there is a change (new hire/termination).

16. Additions / Deletions of Locations

- 16.1. If the need arises, locations may be added and/or deleted to the resulting contract. Any additions to the contract shall be in writing in the form of a change order and will be considered a part of the contract thereafter with all prices, terms and conditions stated in the change order. Additional locations added to the contract are to obtain full service as stipulated in the specifications.

17. Billing

- 17.1. Vendor shall submit an original invoice to Accounts Payable, 100 W. Eldorado, Little Elm, TX 75068 or to accounts.payable@littleelm.org. The invoice must detail the following items.
- Invoice Number
 - Dates of Service
 - Amount Due by Location
 - Contract Number

18. Compensation / Wage Rates:

- 18.1.** As a mandatory requirement of this contract, the Vendor must pay to employees performing services under this contract, at least the current prevailing minimum wage, according to the State, local and Federal minimum wage schedule as published by the United States Department of Labor and State of Texas. **Vendor must provide quarterly reports that includes employees name, hours, rate and compensation paid, failure to provide this information will be subject to liquidated damages as indicated below and/or termination of contract**

19. Compliance with Law

- 19.1. Provider shall comply with all Town, State and Federal Codes and Laws in force at the time of each award of contract and applicable to such work. Provider shall obtain, at their own expense, such permits, certificates and licenses as may be required in the performance of the work specified.

20. Holiday Closings

- 20.1. Some Town facilities may be closed on holidays and will not require cleaning on the following holidays New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day and either the day before or day after depending on where the holiday falls. The Rec at the Lakefront and The Cove at the Lakefront may not close for holidays and those schedules will be provided by the Town to the vendor.

21. Non Performance

- 21.1. Continuing non-performance by the Successful Bidder in terms of specifications shall be a basis for the termination of the contract by the Town. The Town shall not pay for work, equipment, or supplies, which are unsatisfactory or not completed per specification/frequency list. Vendors will be given a reasonable opportunity before termination to correct deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance. The “Services to be Performed” listed under “Scope of Work” shall be enforced. Work not performed will not be paid.
- 21.2. The minimum deduction, regardless of time necessary to correct the deficiency shall be \$250.00 per building, per cleaning day.

22. Mandatory Monthly Meeting With Owner Staff

- 22.1. The vendor is required to coordinate and attend a monthly meeting with the contract manager to address staff changes, cleaning issues, scheduling changes, complaints from various building

representatives, etc. The Vendor will be advised by the owner's representative of the date, time and location of the meetings. Failure to comply may result in breach of contract.

23. Questions

23.1. All questions shall be submitted via IonWave.

23.2. Contact relating to this proposal to any Town employee or elected official, other than Purchasing, shall result in disqualification.

24. Award

24.1. The Town shall award the contract to a single provider and be based on the providers ability to meet all the requirements as stated in the evaluation criteria.

25. The term of the agreement is for twelve (12) months, with four (4) automatic annual renewals.

26. Any exceptions to the requirements listed herein, must be submitted in writing via IonWave. The Town reserves the right to accept, reject, or negotiate any exceptions provided.

27. Evaluation Criteria

The evaluation committee will evaluate the submission in accordance with the selection criteria and will rank the firms on the basis of the submittals. The Town of Little Elm, reserves the right to consider information obtained in addition to the data submitted in the response. The selection criterion is listed below:

Experience/Qualifications (10%)

To include: past vendor performance, financial resources and ability to perform, experience or demonstrated capability and responsibility, references, and the vendor's ability to provide reliable services and support.

Compliance with specifications 30%)

Compliance with specification(s) in addition the quality and reliability of the services that meets or exceeds the Town's expectations and the characteristics of the service requested.

Proposed Plan (20%)

Proposed plan for supervision and monitoring of the services requested and resulting contract.

Cost (30%)

The overall cost of the services proposed.

An evaluation committee will examine all offers. Offers that do not conform to the instructions given or that do not address all the questions and/or services specified will be disqualified from consideration. The Town of Little Elm reserves the right to accept an offer if it is determined to be in the Town's best interest to do so.

TECHNICAL SPECIFICATIONS

It is the intent of the Town that all premises be maintained at a high standard of cleanliness. The cleaning standards defined here in are defined as the acceptable minimum level of service. Further, cleaning frequencies set forth are meant to working guidelines for specific areas, dependent upon type and frequency of use. These standards are not to be construed as complete, and all items not specifically included but found necessary to properly clean the facilities, shall be included through written into these specifications. Successful Bidder shall provide all labor, equipment, materials and supplies as required.

1. Office Areas

- 1.1. General cleaning of office areas shall include dusting, glass cleaning and removal of dust, soil, stains, smudges and marks from walls, partitions, etc., and the removal of trash from all trash receptacles (which includes both recyclable and non-recyclable contents) as well as other waste material labeled as trash and its movement to the dumpster or locations specified for recycled materials.

2. Hard Floor Care

- 2.1. Floors shall be maintained in such a manner as to promote longevity and safety. Upon completion of the work, all floors shall be left in a clean, orderly and in safe condition.
- 2.2. Upon completion of daily and weekly routine work, floors shall be free of dirt, dust, film, streaks, debris and standing water, and shall present a uniform appearance when dry.
- 2.3. Major floor care tasks such as stripping and waxing or carpet shampooing shall be performed in a professional manner consistent with industry standards.
- 2.4. No electronic equipment shall be unplugged to use outlets or to make room to use cleaning equipment.

3. Carpet Care

- 3.1. Successful Bidder shall furnish all tools, parts, labor, and materials needed to professionally clean carpets, in accordance with the carpet manufacturer's care and cleaning specifications. In addition to daily spot cleaning, carpets shall be fully cleaned bi-annually. No portable carpet cleaning units shall be used except for daily maintenance. The semi-annual cleaning shall be coordinated no less than three weeks in advance to allow Town personnel time to schedule after-hours cleaning.
- 3.2. All furniture and equipment shall be protected during cleanings.
- 3.3. All items that require moving for proper carpet cleaning shall be moved by the Successful Bidder. This does not include large furniture items such as desks and file cabinets.
- 3.4. If a sub-contractor is used for carpet cleaning, they shall be required to meet the same criteria for a background investigation, and for the wearing of a company uniform.

4. Air Conditioning and Heating Registers

- 4.1. To be kept clean and free of dust, webs, and build-up that detracts from the overall appearance.

5. Walls and Doors

- 5.1. To be kept clean and free from spots and hand prints.

6. Care of Building Exterior

- 6.1. On a daily basis, all trash/debris shall be removed from front entry.

MAINTENANCE FREQUENCY TABLE

Restroom cleaning is understood to have the highest priority in Town's building. Clean and service all employee and public restrooms and shower rooms as specified. Wash all fixtures, urinals, water closets, mirrors and lavatories with approved cleaners and disinfectants. Floors in these rooms shall be mopped with an approved disinfectant and cleaner which will not harm or remove special floor finishes. Water closets and urinals shall be cleaned with quality materials, using techniques which will remove and prevent any formation of build up or stains under lids, ledges or rims without harming the finish.

The term "clean" as defined here shall be construed to mean that no film, odors, stains, dust, lint or spots can be detected on floors, walls, partitions, ledges, trim, doors, moldings, or fixtures within the restroom. The use of highly scented disinfectants, objectionable or odoriferous cleaners, air fresheners and deodorant blocks are prohibited.

ITEM	SERVICE DESCRIPTION	FREQUENCY
RESTROOMS, LOCKER ROOMS, AND SHOWERS		
1	Tile Floors <ul style="list-style-type: none"> Sweep or vacuum and mop with germicide Machine Scrub and Clean Grout Spray Buff Strip old and apply new finish 	Daily Weekly Monthly Semi-Annually
2	Concrete Floors <ul style="list-style-type: none"> Hose with germicide, rinse and mop Machine scrub with germicide and rinse 	Daily Quarterly
3	Carpeted Floors <ul style="list-style-type: none"> Vacuum all carpeted areas Remove gum, candy, or other objects stuck to carpet Carpet cleaning 	Daily Daily Semi-Annually
4	Showers <ul style="list-style-type: none"> Hose walls, doors, and curtains Scrub with germicide and rinse 	Daily Daily
5.	Floor Drains <ul style="list-style-type: none"> Remove litter from screens, clean matting Flush with disinfectant 	Daily Weekly
6	Sinks and Counters <ul style="list-style-type: none"> Clean and scour with germicide, dry Clean and dry exposed plumbing 	Daily Daily
7	Mirrors <ul style="list-style-type: none"> Clean with glass cleaner and dry 	Daily
8	Commodes and Urinals <ul style="list-style-type: none"> Clean entire fixture with brush and germicide (under rim and both sides of seat), dry Remove water and mineral deposits with mild acid 	Daily Weekly
9	Stall Partitions <ul style="list-style-type: none"> Clean with germicide and dry. Remove fingerprints, stains, and graffiti. 	Daily
10	Trash <ul style="list-style-type: none"> Empty and reline Wash interior and exterior with germicide 	Daily Monthly
11	Sanitary Napkins <ul style="list-style-type: none"> Empty and reline with waxed bag liner Wash interior and exterior with germicide 	Daily Daily
12	Hand Soap Dispenser – Refill and clean exterior with germicide	Daily
13	Paper Towel Dispenser – Refill and clean exterior with germicide/polish	Daily
14	Toilet Tissue Dispenser – Refill and clean exterior with germicide	Daily
15	Hand Dryers – Clean with germicide and polish	Daily
16	Lockers – Dust tops and spot clean exterior	Weekly
17	Washable Seating – Spot clean with germicide and dry	Daily

At minimum, Contractor agrees to perform the following janitorial and cleaning maintenance services. Locations to be serviced include, but may not be limited to, office space, corridors, lobbies, stairways, elevators, offices, break rooms, and public areas. Such services will be provided in accordance with the frequency schedule listed below.

ITEM	SERVICE DESCRIPTION	FREQUENCY
OFFICES, COMMON AND PUBLIC AREAS		
1	Recycling – Empty Containers and place contents in recycling dumpster	Daily
2	Trash – Empty Containers and place contents in trash dumpster	Daily
3	Elevators <ul style="list-style-type: none"> Vacuum or sweep and damp mop Clean and Polish all metal doors and tracts 	Daily Daily
4	Blinds <ul style="list-style-type: none"> Dust Blinds and clean with damp wiping 	Quarterly
5	Library circulation desk and computer desks <ul style="list-style-type: none"> Clean and sanitize Remove ink and pencil marks 	Daily Monthly
6	Carpeted Floors <ul style="list-style-type: none"> Vacuum all open areas, including under desks, tables, etc. Remove spots and gum Detail vacuum (around desks, corners, baseboards, hard to reach areas) Steam Cleaning 	Daily Daily Quarterly Semi-Annually
7	Resilient and Hard Flooring – Sweep, vacuum and dust mop	Daily
8	Terrazzo or Stone Floors <ul style="list-style-type: none"> Sweep or Vacuum and dust mop Remove spots and gum Wet Mop Machine scrub with detergent and rinse 	Daily Daily Daily Quarterly
9	Exterior Approaches (curb to door) – Sweep and remove litter	Daily
10	Entry Doors & Sidelights– Clean with glass cleaner and dry	Daily
11	Office and partition glass <ul style="list-style-type: none"> Spot Clean Clean both sides and dry 	Daily Quarterly
12	Drinking Fountains – Clean with germicide and dry	Daily
13	HVAC Vents <ul style="list-style-type: none"> Vacuum all grills and dry dust surfaces 	Monthly

LOCATIONS – CLEANING SCHEDULE

BUILDING	ADDRESS	Per Week	SCHEDULE	Aprox SQ. FT.
Town Hall (includes 2 nd floor, Council Chambers, & Council Conference Room)	100 W Eldorado Pkwy.	5 cleanings	Monday - Friday	31,169
Library	100 W. Eldorado Pkwy.	7 cleanings	Sunday - Saturday	8000
Service Center	1600 Mark Tree Lane	5 cleanings	Monday - Friday	3,422
Public Safety Center	88 W. Eldorado Pkwy.	5 cleanings	Monday - Friday	16,609
The Rec at the Lakefront	303 Main Street	7 Cleanings	Sunday - Saturday	19,872
Animal Shelter	1605 Mark Tree Lane	5 Cleanings	Monday - Friday	1,855
Senior Center	301 Main Street	5 Cleanings	Monday - Friday	4,231
The Cove at the Lakefront	417 Lakefront Dr.	7 Cleanings	Sunday - Saturday	7765
IT Offices	101 Hardwicke Lane	5 cleanings	Monday – Friday	1800

EXHIBIT A: SUPPLIES AND MATERIALS

SUPPLIES, MATERIALS, EQUIPMENT, AND UTILITIES

Supplies and materials shall be of high quality and acceptable to the Town. The Contractor shall be responsible for furnishing plastic trash bags used in collecting trash and plastic bag liners for trash receptacles, urinal mats for each urinal in all buildings. The Contractor shall be responsible for replenishing supplies in all dispensers. (The Town will provide designated storage space to stock (on a rolling basis) toilet tissue, hand towels, liquid soap, trash receptacle plastic liners, etc.)

Material Safety Data Sheets shall be kept in all areas where materials and supplies are stored, in approved notebooks that are readily available to vendor and Town staff.

Located at each facility will be storage areas for additional paper products. The Contractor will be responsible for notifying Town staff of low inventory.

A list of specific area supplies that must be provided to fit the following:

1.1. Furnished by Town

- 1.1.1. Paper Products (toilet paper, paper towels, seat covers, etc.)
- 1.1.2. Electrical power at existing outlets for the Successful Bidder to operate equipment which is necessary in the conduct of its work.
- 1.1.3. Hot and cold water as necessary, limited to the normal supply provided in the building. No special heating or cooling of water will be provided.
- 1.1.4. Space in the building for the storage of an inventory of supplies and equipment which will be used in the performance of work under the purchase order. The Successful Bidder shall maintain this space in a neat and orderly condition. Under no circumstances will the Successful Bidder store flammable or explosive liquids (naphtha, gasoline, etc.) in the building. Items are not to be stored on top of water heaters or other equipment.
- 1.1.5. Custodial closets are located in each facility for storing equipment, to include mops, brooms, dust cloths, and other items. These closets and the stored equipment shall be kept clean and in an orderly manner by the Successful Bidder. Sinks and buckets will be kept clean and free of standing water; hoses which are connected to faucets will not be left in standing water. Daily sweep and mop or scrub floors with a cleaner disinfectant. Clean all fixtures, mirrors, and shelving.
- 1.1.6. Town will provide hand soap, hand sanitizer, and air freshener for dispensers.
- 1.1.7. Batteries for dispensers upon request

1.2. Furnished by the Successful Bidder

All necessary cleaning equipment, including commercial type power floor scrubber, carpet extraction machines, waxing, and high-speed polishing machines, vacuum cleaners, and all necessary vehicles required for the performance of the work in this contract shall be provided by the Contractor.

MANDATORY EQUIPMENT NEEDS

The following major equipment is needed at all buildings and must remain in the buildings. Large items do not need to be at each building, as long as they are available when needed. The Town of Little Elm's personnel for emergency situations may use this equipment for clean up during the day.

1. Commercial upright vacuum cleaner and backpack unit
2. Mop/Mop Bucket
3. Push Broom/Dust Pan
4. Commercial wet/dry vacuum
5. Dusting equipment sufficient to reach all areas of the buildings
6. Low or high-speed floor buffing machine, as long as it's sufficient for the work required

- 1.2.1. The Successful Bidder shall not use any cleaning material that is not approved by the Town Contract Manager. Costs for correcting damage caused by misused materials will be borne by the Successful Bidder.
- 1.2.2. All cleaning equipment including power driven floor scrubbing machines, waxing and polishing machines, industrial type vacuum cleaners, and all motor truck, etc. needed for the performance of the work included in this contract, shall be furnished by the Successful Bidder. Such equipment shall be the size and type customarily used in work of this kind and shall meet the approval of the Town.
- 1.2.3. The Successful Bidder shall require all employees, including supervisors, to wear distinctive uniform clothing for ready identification. Employees shall wear appropriate company uniforms. The uniform shall have the Successful Bidder's name, easily identifiable, affixed thereon in a permanent or semi-permanent manner such as a badge or monogram. Employees shall be required to dress neatly, commensurate with the tasks being performed.
- 1.2.4. Custodial workers will use rubber gloves when handling any solution that warns of skin irritation. Gloves must be changed between cleaning the restrooms and other areas of the facility. The gloves are to be removed prior to restocking paper supplies and hand soap.
- 1.2.5. Successful Bidder will provide all cleaning chemicals, floor finishes and carpeting cleaning chemicals, which meet or exceed Town's specifications. No other cleaning chemicals shall be used without prior approval from the Town.
- 1.2.6. Successful Bidder will provide all products that are listed herein. All products must meet or exceed specifications.
- 1.2.7. It shall be the Successful Bidders' responsibility to stock the supplies in a neat and orderly fashion.
- 1.2.8. Successful Bidder shall provide all products and dispensers as necessary to perform the services as specified, including but not limited to the following items:
 - Urinal Screens: Screens shall contain an enzyme deodorizer
 - Miscellaneous: Urn sand and trash can liners (all sizes), both plastic and waxed

EXHIBIT B: QUALITY CONTROL REQUIREMENTS

Services performed under this contract shall be subject to regular inspections by the Town of Little Elm representatives. This section outlines acceptable standards.

FLOOR CLEANING

Baseboards, walls, doors, furniture, and equipment shall not be splashed, disfigured, or damaged during cleaning. Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions. All waxed surfaces must be maintained so as to provide safe anti-slip walking conditions. Vendor must provide necessary warning signage to warn owner's staff and patrons of potential slip hazards.

Sweeping: Floor shall be swept clean, free of dirt streaks and no dirt shall be left in corners, behind doors, on stair treads, or under furniture or equipment. Likewise, exterior entrances shall be swept clean of all dirt and trash. During sweeping operations, gum, tar and other sticky substances shall be removed with a putty knife. In addition, spills and spots must be removed during the sweeping process. This operation shall be performed with a cotton mop that has been dampened with a neutral detergent solution.

Damp or Wet Mopping: Floors shall be damp or wet mopped to remove dirt and stains that cannot be removed by sweeping. Mopping should be completed so as to leave no water or soap spotting or residue. A cotton mop, mop bucket wringer, and a neutral detergent solution shall be used to remove the soil. Mops and buckets shall be cleaned after each use and kept odor free. Buckets shall not be stored with solutions left in them.

Mopping solution shall be changed frequently to ensure floors are being properly cleaned. Furniture and other equipment shall be moved to mop underneath and replaced in its original position.

Mopped water splashed on baseboards, doors, or furniture shall be removed immediately. On completion of mopping operation there shall be no soil, litter, splash marks, streaks, swirls, or mop strands visible. The floor shall present an overall appearance of cleanliness.

Spot Mopping: This operation shall include the removal of stains by spillage on small areas of floor surface, and when doors have been left open and rain, snow, or sleet has blown in, or other substances have been tracked in.

Sweeping: Sweep all floor surfaces thoroughly. Removal all gum and adhesive material.

Spray Buffing: A high speed buffing machine shall be used with a synthetic buffer pad attached thereto, and the surface shall be buffed only enough to harden the finish and bring the surface to desired luster. Woodwork, baseboards, and furniture shall not be scarred or discolored by the buffing equipment or the solution used. Spray buffing solution shall not be applied to floors near than six (6) inches to the baseboard or non-movable fixtures.

Vacuuming of Carpet: Surface litters such as paper, gum, rubber bands, paper clips, etc. shall be picked up prior to vacuuming. A commercial heavy-duty upright carpet vacuum shall be used to remove obvious dust and soil from carpet. The carpeted floor, after vacuuming, shall be free of all visible litter and soil. In addition, movable furniture or equipment shall be tilted or moved to vacuum underneath or a portable vacuum with a crevice tool shall be used. In areas with permanent or stationary furniture and fixtures, a crevice tool shall be used to remove all dirt/dust from the edges of fixtures, etc. The carpeted floor after vacuuming shall be completely free of litter, soil and embedded grit.

Cleaning Office Furniture: Soil and dust shall be removed from office furniture. Metal desks, file cabinets, chairs, tabletops, etc., shall be dusted with clean wiping cloths and spots removed with sponge dampened in a neutral detergent solution. Vinyl covered furniture shall be cleaned with sponge or wiping cloth dampened in a neutral detergent solution. For hard to remove spots an approved cleaner shall be used. Wood furniture shall be dusted with treated dust cloths that have been sprayed with an approved polish and wiped to a shine with clean cloths.

Regular Dusting: All dust, lint, litter and dry soil shall be removed from horizontal surfaces and walls including office furniture, windowsills, shelves, etc., but items on desktops shall not be disturbed. Dusting shall be performed with clean dust cloths, and surfaces shall be dust free.

Spot Cleaning: Smudges, finger prints, marks and streaks shall be removed from washable surfaces, without scarring or discoloring the finish, by use of a sponge, clean cloth and spray bottle of neutral detergent. Germicidal cleaner solution shall be used in restrooms, eating areas, and drinking fountains. Glass cleaner shall be used on mirrors and windows. After spot cleaning, the surfaces shall have a uniform appearance free of spots, streaks and removable soil.

Washing of Interior and Exterior Glass: Smudges, oily film, dust and soil shall be removed from interior glass and mirrors by cleaning with glass cleaner solution, squeegee, and wiping cloths. Glass cleaner splash and drip marks shall be removed from adjacent surfaces. Glass surfaces shall be rinsed of detergent residue. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's representative is followed.

Trash Removal: All wastebaskets shall be emptied and returned to their initial location. Boxes, cans, papers and other trash placed near a trash receptacle and marked "TRASH" shall be removed and emptied directly into a designated trash dumpster, receptacle or area. Soiled or torn plastic wastebasket liners shall be replaced. Sand in cigarette butt urns shall be strained to remove all debris. Both the exterior and interior of wastebaskets and trash containers shall be damp wiped with germicidal detergent solution from a spray bottle using a sponge or cloth as needed. Trash receptacles that have accumulations of debris must be removed from their location and thoroughly cleaned to prevent odor and insect infestations. Trash receptacles that are supplied with lids, the lids must be cleaned to remove all spills and accumulations of food or other substances daily.

Entrance Mats: Carpet mats shall be vacuumed with commercial heavy-duty upright vacuum machine. Entrance mats of rubber or polyester shall be swept, shaken, vacuumed or washed. Entrance mats shall be lifted and soil and moisture underneath shall be removed.

Elevators: Smudges, fingerprints, gum, marks and graffiti shall be removed from interior, exterior surfaces and railings. Floors shall be cleaned in the same manner as other types of floor coverings as specified herein.

Restrooms:

- (1) Germicidal: Using an approved germicidal, detergent solution, completely sanitize restroom; to include floors, walls to ceiling, partitions, doors, and fixtures. Other cleaning materials specified herein shall be in addition to the germicidal.
- (2) General: Schedule of clean restrooms shall include sweeping, mopping, and scrubbing as necessary of floors, cleaning of mirrors, cleaning of nickel and chrome hardware, cleaning of fixtures, walls, stall partitions, and shower stalls. Cleaning of commodes and urinals detailed in the following section. Sanitary receptacles in women's restrooms shall be cleaned and washed daily during cleaning schedule. Paper liners shall be inserted in these receptacles and replaced as necessary. Receptacles shall be emptied; liners folded, collected in separate containers, and disposed of with trash. Servicing and cleaning of restrooms during the building occupants' working hours shall be at intervals frequent enough to police and maintain an adequate supply of white toilet tissue, paper towels, hand soap, etc.
- (3) Fixtures: Commodes shall be cleaned daily to remove all rust and stains, inside and outside.

Urinals shall be cleaned daily to remove rust, and stains in the same manner as commodes. Cleaning solutions shall be flushed through the traps to reduce accumulations of scale. Urinal Mats shall be cleaned daily and replaced or deep cleaned monthly to prevent accumulations of urine and odors.

Commodes shall be cleaned inside and out with one-gallon bucket containing germicidal solution.

Exterior of paper towel cabinets, soap dispensers, and tissue dispensers shall be wiped cleaned and refilled.

All stainless steel fixtures shall be cleaned daily with a commercial stainless steel cleaner to maintain the appearance of said fixture.

- (4) Restroom, shower stall, and wall cleaning: Floors shall be cleaned with mildew cleaner and sanitized with germicidal detergent cleaner and allowed to dry. In no instance shall a hose or stream of water be used to wash floor.

Shower stalls shall be cleaned with mildew cleaner to remove stains, soap scum, rust, mildew, etc., and sanitized with a germicidal detergent solution.

Walls, partitions, and woodwork shall be washed with germicidal detergent solution where wall surfaces are covered with a washable paint or vinyl covering.

Cleaning of Drinking Fountains: Soil, streaks, smudges, etc., shall be removed by use of spray bottle, germicidal detergent solution, and sponge, cloth. After cleaning, the fountain shall be free of stains, spots, smudges, and sanitized.

Polishing Metals: Solid push plates, kick plates, nameplates, and other metal fixtures shall be polished to present a bright, neat, clean shining appearance. Polishing shall be performed so as not to damage or scratch the finish.

OPTIONAL ITEM #1 - DAY PORTER OFFICE BUILDINGS

1. Contractor shall provide custodial personnel (day porter) to work under the supervision of Facilities staff on an as requested basis only.
2. Work Hours – Monday – Friday between 8:00 a.m. – 5:00 p.m., minimum four hours per day, only as requested.
3. Personnel must be dressed in clean uniform at all times. Personnel arriving to work dressed inappropriately will be sent home and Cleaning Contractor notified immediately for replacement personnel.
4. Should replacement personnel or regularly scheduled personnel not report to work as scheduled, the Cleaning Contractor will be notified in writing and the Town will deduct a penalty of \$100.00 per incident from the monthly payment. Contractor is obligated to supply a replacement immediately (within 2 hours of notification). Replacement must be on the certified employee list.
5. Work assignments include inspection of buildings daily, miscellaneous cleaning, hauling, moving of furniture, supplies, equipment.
6. Must be able to lift 50 pounds at minimum.

OPTIONAL ITEM #2- DAY PORTER THE COVE

1. Contractor shall provide custodial personnel (day porter) to work under the supervision of Facilities staff on an as requested basis only.
2. Work Hours – Sunday – Saturday between 12:00 p.m. – 9 p.m., minimum four hours per day, only as requested.
3. Personnel must be dressed in clean uniform at all times. Personnel arriving to work dressed inappropriately will be sent home and Cleaning Contractor notified immediately for replacement personnel.
4. Should replacement personnel or regularly scheduled personnel not report to work as scheduled, the Cleaning Contractor will be notified in writing and the Town will deduct a penalty of \$100.00 per incident from the monthly payment. Contractor is obligated to supply a replacement immediately (within 2 hours of notification). Replacement must be on the certified employee list.
5. Work assignments include inspection of buildings daily, miscellaneous cleaning, hauling, moving of furniture, supplies, equipment.
6. Must be able to lift 50 pounds at minimum.

OPTIONAL ITEM #3 - SPECIAL EVENT PORTER(S)

1. Contractor shall provide custodial personnel (day porters) to work Special Events at parks or other Town facilities on an as requested basis only.
2. Personnel must be dressed in clean uniform at all times. Personnel arriving to work dressed inappropriately will be sent home and Cleaning Contractor notified immediately for replacement personnel.
3. Should replacement personnel or regularly scheduled personnel not report to work as scheduled, the Cleaning Contractor will be notified in writing and the Town will deduct a penalty of \$100.00 per incident from the monthly payment. Contractor is obligated to supply a replacement immediately (within 2 hours of notification). Replacement must be on the certified employee list.
4. Work assignments include inspection of restrooms, cleaning of restrooms, picking up trash on grounds, removing full trash bags, and replacing supplies in restrooms and portable toilets.
5. Must be able to lift 50 pounds at minimum.
6. All Special Events are subject to change and/or cancellation. Additional events may be added. The Town must provide request for custodial personnel no less than 30 days prior to event.

Special Event Calendar of Events *subject to change

	<u>Porter Qty</u>	<u># of Days</u>	<u>Estimated Hours Per Day</u>
March - Big Easy	3	1	5
April - Easter Event	2	1	3
June - Brew and Que	6	1	5
September - Autumn Fest	2	4	5
October - Pumpkin Hollow	2	3	5
December - Tree Lighting	2	1	5
Miscellaneous Events	2	10	5

RFP 2022-25

Annual Contract for Custodial Services

				CTJ Maintenance Inc	
				Irving, TX	
Line #	Description	QTY	UOM	Unit	Extended
1	Town Hall (2nd floor, Council Chambers & Conference)	52	WK	\$704.46	\$36,631.92
2	Town Hall - Library only	52	WK	\$327.68	\$17,039.36
3	Service Center	52	WK	\$117.74	\$6,122.48
4	Public Safety Center	52	WK	\$352.23	\$18,315.96
5	The Rec at the Lakefront	52	WK	\$658.36	\$34,234.72
6	Animal Shelter	52	WK	\$88.31	\$4,592.12
7	Senior Center	52	WK	\$117.74	\$6,122.48
8	The Cove at the Lakefront	52	WK	\$329.68	\$17,143.36
9	IT Offices	52	WK	\$88.31	\$4,592.12
10	Optional Item 1 - Day Porter for Office Buildings	1040	HR	\$19.32	\$20,092.80
11	Optional Item 2 - Day Porter for The Cove	1040	HR	\$19.32	\$20,092.80
12	Optional Item 3 -Special Event Porter(s)	230	HR	\$20.16	\$4,636.80



Date: 01/17/2023
Agenda Item #: 5. C.
Department: Finance
Strategic Goal: Maximize community recreation and leisure activities
Staff Contact: Chad Hyde, Director of Community Services

AGENDA ITEM:

Consider Action to Award **RFP 2023-07 for Pizza Delivery Services to Star Papa, LP DBA Papa John's, in the estimated annual amount of \$50,000.**

DESCRIPTION:

Fresh, hot, pizza delivery is required for birthday parties and events hosted at The Cove. Approximately 450 deliveries take place annually, with an estimated quantity of 6,000 pizzas.

Bid 2022-07 was advertised in the local newspaper and posted on the Town's eProcurement system for this service. Two (2) offers were received, with the best value offered by Papa John's, with a local presence and high capacity kitchen. The initial agreement is for twelve (12) months; with four (4), twelve (12) month options to renew.

BUDGET IMPACT:

Funding is available in the Special Events and Programs budget.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Tabulation

Town of Little Elm

Bid Tabulation

Bid 2022-07 Annual Agreement for Pizza & Delivery

				Papa John's Dallas, TX		ilovevending Flower Mound, TX	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Cheese or Pepperoni Pizza, large (14", 8 slices), delivered	6000	EA	\$7.86	\$47,160.00	\$7.93	\$47,580.00
2a	Estimated number of deliveries per year	424	EA	\$ 4.99	\$ 2,115.76	included	
Total:					\$ 49,275.76		\$ 47,580.00

A 4.99 delivery fee is added to every order. This cannot be included in the price per pizza as it is a set price per order and is affected by the number of orders being placed.



Date: 01/17/2023
Agenda Item #: 5. D.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve **Ordinance No. 1701 Providing for Refuse Rates; Providing for a Repealing Clause; Providing for a Severability Clause; and, Providing an Effective Date for Community Waste Disposal for an Annual Market Adjustment per the Current Service Contract.**

DESCRIPTION:

Community Waste Disposal (CWD) has requested a market adjustment in accordance with the Refuse and Recycling service contract. The market adjustment will become effective on February 1, 2023, for Commercial customers only. The Town's current service contract with CWD allows for commercial rates to have an annual adjustment every year effective February 1 for an increase in the CPI, landfill increases, and a fuel cost adjustment. The 2023 Little Elm adjustment worksheet outlines the detail behind these various service factors:

- CPI increase of 8.33%
- Fuel increase of 24.60%
- Landfill increase of 21.05%

Ordinance No. 1701 provides for the refuse rates effective date February 1, 2023 for Commercial customers.

BUDGET IMPACT:

There is no momentary impact to the Town for this rate adjustment to commercial customers. CWD bills commercial customers directly.

RECOMMENDED ACTION:

Staff recommends approval for increase in commercial rates as outlined in the CWD agreement.

Attachments

Ordinance No. 1701 Solid Waste Rate
CWD Cover Letter dated 12.23.2022

Schedule A - Solid Waste Rates
CPI Supporting Documentation
Landfill Disposal Agreement

ORDINANCE NO. 1701

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, PROVIDING FOR REFUSE RATES; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Refuse Rates: From and after the effective date hereof the charges to be collected for sanitation service are as follows:

Refuse Rates	\$	Rate (Effective 02-01-23)
Residential Customers – garbage (monthly)		14.68
Residential Customers – recycle (monthly)		3.35
Additional Refuse Cart (ea.)		7.23
Additional Recycle Cart (ea.)		2.34
Replacement of Refuse Cart		75.00

Multi-family Rates	\$	Rate (Effective 02-01-23)
Recycle rates per unit		0.60

Commercial Customers	\$	Rate (Effective 02-01-23)
Front Load Trash - 2 cubic yard		
1 x week		102.99
2 x week		184.82
3 x week		242.44
4 x week		321.97
5 x week		381.35
6 x week		427.34
Front Load Trash - 3 cubic yard		
1 x week		110.03
2 x week		207.90
3 x week		328.83
4 x week		409.76
5 x week		515.20
6 x week		522.30
Front Load Trash - 4 cubic yard		
1 x week		125.56
2 x week		224.30
3 x week		298.99
4 x week		397.30
5 x week		470.01
6 x week		527.01

Front Load Trash - 6 cubic yard		
1 x week		160.54
2 x week		284.45
3 x week		394.97
4 x week		522.19
5 x week		615.48
6 x week		667.58
Front Load Trash - 8 cubic yard		
1 x week		203.76
2 x week		354.67
3 x week		523.85
4 x week		690.64
5 x week		813.65
6 x week		913.02
Front Load Compactors - 6 cubic yard		
1 x week		578.98
2 x week		1,065.88
3 x week		1,784.96
4 x week		2,229.13
Front Load Cardboard - 8 cubic yard		
1 x week		86.48
2 x week		172.97
3 x week		259.38
Front Load Miscellaneous Charges		
Casters (per container)		12.08
Gates (per pick-up)		9.63
Locks (per pick-up)		9.63
Commercial Collection – 95 Gallon Cart (refuse)		
1 x week		23.75
Each additional Carts (1 x week)		18.48
Commercial Collection – 95 Gallon Cart (recycle)		
1 x week		15.86
Each additional Carts (1 x week)		11.86
Commercial Roll Off Services		
35SC Weekday Haul * #		410.19
35SC Weekend Haul * #		445.14
40RC Weekday Haul * #		427.69
40RC Weekend Haul * #		462.56
# Disposal for payload tons up to 54K pds GVW		60.88
# Disposal charge for excess payload over 54K pds		154.39
6 Yard Recycle Containers		
Weekday transport		111.14
Rental		20.00

NOTE: All commercial dumpster customers are charged the monthly rate plus gate charges plus any other miscellaneous services required.

The monthly fee for solid waste collection and disposal services shall be set from time to time by appropriate written resolution ordinance of the Town Council. Such fee shall include

collection and disposal charges, monthly billing charges, franchise fees, and applicable sales tax. The monthly fee for such services shall be charged along with water and sewer charges. A penalty for an overdue bill may be charged.

SECTION 2. Service Fees: From and after the effective date hereof the charges to be collected for service fees associated with providing refuse services are as follows:

Service Fees	\$	Rate (Effective 02-01-23)
Disconnect Fee		50.00
Return Check Fee		30.00

SECTION 3. Repeal of conflicting ordinances: All ordinances or parts of ordinances in force when the provisions of this ordinance become effective, which are inconsistent or in conflict with the terms or provisions contained in this ordinance, are hereby repealed to the extent of any such conflict. This Ordinance amends those refuse rates previously established by Ordinance Nos. 1089, 1121, 1257, 1307, 1370, 1434, 1476, 1535, 1586, and 1654.

SECTION 4. Severability Clause: If any clause, phrase, sentence, paragraph or section of this ordinance shall be void or unconstitutional for any reason, such invalidity shall not affect any other provisions of the ordinance and such clause, phrase, sentence, paragraph or section is hereby declared severable.

SECTION 5. Saving Clause: This Ordinance shall be cumulative of all other ordinances of the Town and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. This Ordinance amends those refuse rates previously established by Ordinance No. 1089, 1121, 1257, 1307, 1370, 1434, 1476, 1535, 1586, and 1654.

SECTION 6. Providing for Publication: Providing for the publication of this ordinance and effective date hereof. The newspaper having general circulation in the Town shall be effective immediately upon its passage and publication.

SECTION 7. Effective date: This Ordinance shall take effect immediately following its adoption and publication in accordance with and provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas, on the 17th day of January 2023.

TOWN OF LITTLE ELM, TEXAS

Curtis J. Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary



December 23, 2022

Matt Mueller
Town Manager
Town of Little Elm
100 West Eldorado
Little Elm, TX 75068-5060

RE: Commercial Cost Adjustment Effective February 01, 2023

Dear Matt:

In accordance with the Contract with Community Waste Disposal, LP for Collection of Solid Waste, Community Waste Disposal (CWD) request an annual cost adjustment. This notice is to inform you of our request for a cost adjustment effective February 01, 2023. Attached is a new schedule "A" outlining the changes in rates. Also included are the CPI index, the Henry Hub Natural Gas Spot Prices, and a worksheet that recaps the changes in disposal, fuel, and landfill.

The information below is a sample that reflects the adjustment for Town of Little Elm commercial customer base.

2022 Commercial 35 SC Haul	\$ 359.10	2022 Commercial 1x8x1	\$ 180.38
2023 Commercial 35 SC Haul	\$ 410.19	2023 Commercial 1x8x1	\$ 197.26

If you would like to schedule a meeting with Town Management/Staff to discuss CWD's 2023 cost adjustment request. Please contact Municipal Coordinator, Robert Medigovich at 972.333.6106.

Sincerely,

Chyna Pham-Nguyen
Accounts Receivable Manager

Enc: Schedule A for 2021
Adjustment Worksheet
CPI Statistical Data
DOE Fuel Prices

CC: Robert Medigovich
Greg Roemer
Jim Huyck
Doug Peach

2010 California Crossing Road
Dallas, Texas 75220-2310
Telephone
972.392.9300 or 817.795.9300
Facsimile
972.392.9301

TOWN OF LITTLE ELM COST ADJUSTMENT WORKSHEET

Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their market adjustment, extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.

CPI Information	
CPI Nov 2021	260.725
CPI Nov 2022	282.445
Change	21.720
CPI-U LESS ENERGY (NOV 22)	8.33%

CNG Fuel worksheet		
Henry Hub Natural Gas Spot Price (Dollars per Million BTU) (Sept, Oct, and Nov)		
	2021	2022
Week 1	4.49	9.17
Week 2	4.87	8.30
Week 3	5.42	8.42
Week 4	5.03	7.69
Week 5	5.68	6.63
Week 6	5.87	6.01
Week 7	5.54	6.29
Week 8	4.95	5.48
Week 9	5.68	5.12
Week 10	5.48	4.57
Week 11	4.99	4.34
Week 12	4.91	6.06
Week 13	4.90	6.41
Average	5.22	6.50
Dollar Change		1.28
Percent of Change		24.60%

Landfill Information	
Landfill Prior	29.74
Current	36.00
Difference in \$	6.26
Percentage	21.05%

INDEX CHANGE	
CPI%	8.33%
Fuel %	24.60%
Disposal %	21.05%

	F/L	R/O	R/O Excessive	Weight	Resi Trash	Resi Rcy
CPI	65%	55%		0%	69%	83%
Fuel	5%	5%		0%	4%	5%
Disposal	30%	40%		100%	27%	12%
	100%	100%		100%	100%	100%

	F/L	R/O	R/O Excessive	Weight	Resi Trash	Resi Rcy
CPI	5.41%	4.58%		0.00%	5.75%	6.91%
Fuel	1.23%	1.23%		0.00%	0.98%	1.23%
Disposal	6.31%	8.42%		21.05%	5.68%	2.53%
Total	12.96%	14.23%		21.05%	12.42%	10.67%

Schedule A

Town of Little Elm Solid Waste Collection and Recycling Services

For the period of;

February 01, 2023 to January 31, 2024

Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their market adjustment, extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.

Solid Waste Collection and Recycling Services	Feb 1, 2022 City Pricing with Franchise Fee	Feb 1, 2022 CWD Rate	Billing Fee 3.75%	Rate Minus Billing Fee	CPI Adjustment 8.33%	CNG Fuel Adjustment 24.60%	Disposal Adjustment 21.05%	Total Adj	Pre Billing Fee Rate	Billing Fee 3.75%	Feb 1, 2023 CWD Rate	Feb 1, 2023 City Pricing with Franchise Fee
Front Load Commercial Trash Container Services												
				Percent of Adjustment	65%	5%	30%					
2 Cubic Yard												
One time per week	\$91.17	\$79.28	\$2.87	\$76.41	\$4.14	\$0.94	\$4.83	\$9.91	\$86.32	\$3.24	\$89.56	\$102.99
Two times per week	\$163.61	\$142.27	\$5.14	\$137.13	\$7.42	\$1.69	\$8.66	\$17.77	\$154.90	\$5.81	\$160.71	\$184.82
Three times per week	\$214.64	\$186.64	\$6.75	\$179.89	\$9.74	\$2.21	\$11.36	\$23.31	\$203.20	\$7.62	\$210.82	\$242.44
Four times per week	\$285.03	\$247.85	\$8.96	\$238.89	\$12.93	\$2.94	\$15.09	\$30.96	\$269.85	\$10.12	\$279.97	\$321.97
Five times per week	\$337.59	\$293.56	\$10.61	\$282.95	\$15.32	\$3.48	\$17.87	\$36.67	\$319.62	\$11.99	\$331.61	\$381.35
Six times per week	\$378.32	\$328.97	\$11.89	\$317.08	\$17.17	\$3.90	\$20.02	\$41.09	\$358.17	\$13.43	\$371.60	\$427.34
3 Cubic Yard												
One time per week	\$97.41	\$84.70	\$3.06	\$81.64	\$4.42	\$1.00	\$5.16	\$10.58	\$92.22	\$3.46	\$95.68	\$110.03
Two times per week	\$184.05	\$160.04	\$5.78	\$154.26	\$8.35	\$1.90	\$9.74	\$19.99	\$174.25	\$6.53	\$180.78	\$207.90
Three times per week	\$291.10	\$253.13	\$9.15	\$243.98	\$13.21	\$3.00	\$15.41	\$31.62	\$275.60	\$10.34	\$285.94	\$328.83
Four times per week	\$362.74	\$315.43	\$11.40	\$304.03	\$16.46	\$3.74	\$19.20	\$39.40	\$343.43	\$12.88	\$356.31	\$409.76
Five times per week	\$456.10	\$396.61	\$14.34	\$382.27	\$20.70	\$4.70	\$24.14	\$49.54	\$431.81	\$16.19	\$448.00	\$515.20
Six times per week	\$462.37	\$402.06	\$14.53	\$387.53	\$20.98	\$4.77	\$24.47	\$50.22	\$437.75	\$16.42	\$454.17	\$522.30
4 Cubic Yard												
One time per week	\$111.15	\$96.65	\$3.49	\$93.16	\$5.04	\$1.15	\$5.88	\$12.07	\$105.23	\$3.95	\$109.18	\$125.56
Two times per week	\$198.56	\$172.66	\$6.24	\$166.42	\$9.01	\$2.05	\$10.51	\$21.57	\$187.99	\$7.05	\$195.04	\$224.30
Three times per week	\$264.68	\$230.16	\$8.32	\$221.84	\$12.01	\$2.73	\$14.01	\$28.75	\$250.59	\$9.40	\$259.99	\$298.99
Four times per week	\$351.70	\$305.83	\$11.05	\$294.78	\$15.96	\$3.63	\$18.62	\$38.21	\$332.99	\$12.49	\$345.48	\$397.30
Five times per week	\$416.09	\$361.82	\$13.08	\$348.74	\$18.88	\$4.29	\$22.02	\$45.19	\$393.93	\$14.77	\$408.70	\$470.01
Six times per week	\$466.56	\$405.70	\$14.66	\$391.04	\$21.17	\$4.81	\$24.69	\$50.67	\$441.71	\$16.56	\$458.27	\$527.01
6 Cubic Yard												
One time per week	\$142.12	\$123.58	\$4.47	\$119.11	\$6.45	\$1.47	\$7.52	\$15.44	\$134.55	\$5.05	\$139.60	\$160.54
Two times per week	\$251.80	\$218.96	\$7.91	\$211.05	\$11.43	\$2.60	\$13.33	\$27.36	\$238.41	\$8.94	\$247.35	\$284.45
Three times per week	\$349.66	\$304.05	\$10.99	\$293.06	\$15.87	\$3.60	\$18.51	\$37.98	\$331.04	\$12.41	\$343.45	\$394.97
Four times per week	\$462.28	\$401.98	\$14.53	\$387.45	\$20.98	\$4.77	\$24.47	\$50.22	\$437.67	\$16.41	\$454.08	\$522.19
Five times per week	\$544.87	\$473.80	\$17.13	\$456.67	\$24.73	\$5.62	\$28.84	\$59.19	\$515.86	\$19.34	\$535.20	\$615.48
Six times per week	\$590.99	\$513.90	\$18.57	\$495.33	\$26.82	\$6.09	\$31.28	\$64.19	\$559.52	\$20.98	\$580.50	\$667.58
8 Cubic Yard												
One time per week	\$180.38	\$156.85	\$5.67	\$151.18	\$8.19	\$1.86	\$9.55	\$19.60	\$170.78	\$6.40	\$177.18	\$203.76
Two times per week	\$313.97	\$273.02	\$9.87	\$263.15	\$14.25	\$3.24	\$16.62	\$34.11	\$297.26	\$11.15	\$308.41	\$354.67
Three times per week	\$463.75	\$403.26	\$14.58	\$388.68	\$21.05	\$4.78	\$24.55	\$50.38	\$439.06	\$16.46	\$455.52	\$523.85
Four times per week	\$611.41	\$531.66	\$19.22	\$512.44	\$27.75	\$6.30	\$32.36	\$66.41	\$578.85	\$21.71	\$600.56	\$690.64
Five times per week	\$720.30	\$626.35	\$22.64	\$603.71	\$32.69	\$7.43	\$38.12	\$78.24	\$681.95	\$25.57	\$707.52	\$813.65
Six times per week	\$808.27	\$702.84	\$25.40	\$677.44	\$36.68	\$8.33	\$42.78	\$87.79	\$765.23	\$28.70	\$793.93	\$913.02
6 Yard Front Load Compactors												
				Percent of Adjustment	65%	5%	30%					
6 Yard												
One time per week	\$512.56	\$445.70	\$16.11	\$429.59	\$23.26	\$5.28	\$27.13	\$55.67	\$485.26	\$18.20	\$503.46	\$578.98
Two times per week	\$943.60	\$820.52	\$29.66	\$790.86	\$42.82	\$9.73	\$49.94	\$102.49	\$893.35	\$33.50	\$926.85	\$1,065.88
Three times per week	\$1,580.18	\$1,374.07	\$49.67	\$1,324.40	\$71.71	\$16.29	\$83.64	\$171.64	\$1,496.04	\$56.10	\$1,552.14	\$1,784.96
Four times per week	\$1,973.39	\$1,715.99	\$62.02	\$1,653.97	\$89.55	\$20.34	\$104.45	\$214.34	\$1,868.31	\$70.06	\$1,938.37	\$2,229.13
Commercial Special Services												
				Percent of Adjustment	100%	0%	0%					
Casters (per pick-up)	\$11.14	\$9.69	\$0.35	\$9.34	\$0.78	\$0.00	\$0.00	\$0.78	\$10.12	\$0.38	\$10.50	\$12.08
Gates (per pick-up)	\$8.89	\$7.73	\$0.28	\$7.45	\$0.62	\$0.00	\$0.00	\$0.62	\$8.07	\$0.30	\$8.37	\$9.63
Locks (per pick-up)	\$8.89	\$7.73	\$0.28	\$7.45	\$0.62	\$0.00	\$0.00	\$0.62	\$8.07	\$0.30	\$8.37	\$9.63
Front Load Cardboard Container (OCC)												
				Percent of Adjustment	83%	5%	12%					
8 Cubic Yard												
One time per week	\$78.14	\$67.95	\$2.46	\$65.49	\$4.53	\$0.81	\$1.65	\$6.99	\$72.48	\$2.72	\$75.20	\$86.48
Two times per week	\$156.29	\$135.90	\$4.91	\$130.99	\$9.06	\$1.61	\$3.31	\$13.98	\$144.97	\$5.44	\$150.41	\$172.97
Three times per week	\$234.38	\$203.81	\$7.37	\$196.44	\$13.58	\$2.42	\$4.96	\$20.96	\$217.40	\$8.15	\$225.55	\$259.38
6 Yard Recycle Containers												
				Percent of Adjustment	83%	5%	12%					
Weekday Transport	\$100.42	\$87.32	\$3.16	\$84.16	\$5.82	\$1.04	\$2.13	\$8.99	\$93.15	\$3.49	\$96.64	\$111.14
Rental	\$18.46	\$16.05	\$0.58	\$15.47	\$1.29	\$0.00	\$0.00	\$1.29	\$16.76	\$0.63	\$17.39	\$20.00
Commercial Trash Cart Service												
				Percent of Adjustment	69%	4%	27%					
First Trash Poly-Cart	\$21.11	\$18.36	\$0.66	\$17.70	\$1.02	\$0.17	\$1.01	\$2.20	\$19.90	\$0.75	\$20.65	\$23.75
Each Additional Cart	\$16.45	\$14.30	\$0.52	\$13.78	\$0.79	\$0.14	\$0.78	\$1.71	\$15.49	\$0.58	\$16.07	\$18.48
Commercial Recycle Cart Service												
				Percent of Adjustment	83%	5%	12%					
First Recycle Poly-Cart	\$14.33	\$12.46	\$0.45	\$12.01	\$0.83	\$0.15	\$0.30	\$1.28	\$13.29	\$0.50	\$13.79	\$15.86
Each Additional Cart	\$10.72	\$9.32	\$0.34	\$8.98	\$0.62	\$0.11	\$0.23	\$0.96	\$9.94	\$0.37	\$10.31	\$11.86
Roll Off Compactors												
				Percent of Adjustment	55%	5%	40%					

Schedule A

Town of Little Elm Solid Waste Collection and Recycling Services


For the period of;

February 01, 2023 to January 31, 2024

35 SC Weekday Haul * #	\$359.10	\$312.26	\$11.29	\$300.97	\$13.79	\$3.70	\$25.34	\$42.83	\$343.80	\$12.89	\$356.69	\$410.19
35 SC Weekend Haul * #	\$389.69	\$338.86	\$12.25	\$326.61	\$14.96	\$4.02	\$27.50	\$46.48	\$373.09	\$13.99	\$387.08	\$445.14
40 RC Weekday Haul * #	\$374.39	\$325.56	\$11.77	\$313.79	\$14.38	\$3.86	\$26.42	\$44.66	\$358.45	\$13.44	\$371.89	\$427.67
40 RC Weekend Haul * #	\$404.94	\$352.12	\$12.73	\$339.39	\$15.55	\$4.17	\$28.58	\$48.30	\$387.69	\$14.54	\$402.23	\$462.56
			Percent of Adjustment		0%	0%	100%					
* Disposal for weight up to 27 tons GVW	\$50.30	\$43.74	\$1.58	\$42.16	\$0.00	\$0.00	\$8.87	\$8.87	\$51.03	\$1.91	\$52.94	\$60.88
# Excess Payload for trucks over 27 tons GVW	\$127.55	\$110.91	\$4.01	\$106.90	\$0.00	\$0.00	\$22.50	\$22.50	\$129.40	\$4.85	\$134.25	\$154.39
			Percent of Adjustment		95%	5%	0%					
Trip Charge (Dry Run) - weekday	\$182.03	\$158.29	\$5.72	\$152.57	\$12.07	\$1.88	\$0.00	\$13.95	\$166.52	\$6.24	\$172.76	\$198.67
30 Yard Open Top Roll Off Containers												
			Percent of Adjustment		95%	5%	0%					
Delivery	\$180.73	\$157.16	\$0.00	\$151.48	\$11.99	\$1.86	\$0.00	\$13.85	\$165.33	\$6.20	\$171.53	\$197.26
Trip Charge (Dry Run) - weekday	\$180.73	\$157.16	\$0.00	\$151.48	\$11.99	\$1.86	\$0.00	\$13.85	\$165.33	\$6.20	\$171.53	\$197.26
			Percent of Adjustment		100%	0%	0%					
Weekly Rental	\$63.55	\$55.26	\$0.00	\$53.26	\$4.44	\$0.00	\$0.00	\$4.44	\$57.70	\$2.16	\$59.86	\$68.84
			Percent of Adjustment		55%	5%	40%					
Haul Weekday (plus disposal) * #	\$465.66	\$404.92	\$0.00	\$390.28	\$17.88	\$4.80	\$32.86	\$55.54	\$445.82	\$16.72	\$462.54	\$531.92
Haul Weekend (plus disposal) * #	\$498.92	\$433.84	\$0.00	\$418.16	\$19.16	\$5.14	\$35.21	\$59.51	\$477.67	\$17.91	\$495.58	\$569.92
			Percent of Adjustment		0%	0%	100%					
* Disposal for weight up to 27 tons GVW	\$56.45	\$49.09	\$0.00	\$47.32	\$0.00	\$0.00	\$9.96	\$9.96	\$57.28	\$2.15	\$59.43	\$68.34
# Excess Payload for trucks over 27 tons GVW	\$142.49	\$123.90	\$0.00	\$119.42	\$0.00	\$0.00	\$25.14	\$25.14	\$144.56	\$5.42	\$149.98	\$172.48



Databases, Tables & Calculators by Subject

Change Output Options: From: 2012 ▼ To: 2022 ▼ 

☐ include graphs ☐ include annual averages

[More Formatting Options](#) 

Data extracted on: December 13, 2022 (12:29:02 PM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUURS37ASA0LE,CUUSS37ASA0LE

Not Seasonally Adjusted

Series Title: All items less energy in Dallas-Fort Worth-Arlington, TX, all urban consumers, not seasonally adjusted

Area: Dallas-Fort Worth-Arlington, TX

Item: All items less energy

Base Period: 1982-84=100

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012	209.278		210.745		211.017		211.076		212.619		213.603		211.587	210.496	212.679
2013	214.034		215.132		214.590		215.479		216.630		216.241		215.472	214.706	216.239
2014	216.948		218.185		218.293		218.085		218.872		219.281		218.398	217.903	218.893
2015	219.851		221.760		221.630		221.408		222.473		223.021		221.817	221.209	222.425
2016	224.102		225.823		226.910		227.315		227.995		228.292		226.940	225.868	228.013
2017	228.486		229.667		230.934		231.424		233.624		234.845		231.645	229.824	233.467
2018	234.774		235.907		237.847		237.289		238.686		240.358		237.587	236.353	238.822
2019	241.185		242.060		241.921		243.642		245.477		244.604		243.399	242.075	244.724
2020	244.920		246.282		245.301		247.299		248.120		247.458		246.709	245.580	247.838
2021	249.525		252.804		256.633		258.483		259.068		260.725		256.710	253.500	259.920
2022	265.048		270.139		273.652		275.387		279.907		282.445			270.329	

12-Month Percent Change

Series Id: CUURS37ASA0LE,CUUSS37ASA0LE

Not Seasonally Adjusted

Series Title: All items less energy in Dallas-Fort Worth-Arlington, TX, all urban consumers, not seasonally adjusted

Area: Dallas-Fort Worth-Arlington, TX

Item: All items less energy

Base Period: 1982-84=100

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012	2.5		2.3		2.4		2.3		2.4		2.1		2.3	2.4	2.3
2013	2.3		2.1		1.7		2.1		1.9		1.2		1.8	2.0	1.7
2014	1.4		1.4		1.7		1.2		1.0		1.4		1.4	1.5	1.2
2015	1.3		1.6		1.5		1.5		1.6		1.7		1.6	1.5	1.6
2016	1.9		1.8		2.4		2.7		2.5		2.4		2.3	2.1	2.5
2017	2.0		1.7		1.8		1.8		2.5		2.9		2.1	1.8	2.4
2018	2.8		2.7		3.0		2.5		2.2		2.3		2.6	2.8	2.3
2019	2.7		2.6		1.7		2.7		2.8		1.8		2.4	2.4	2.5
2020	1.5		1.7		1.4		1.5		1.1		1.2		1.4	1.4	1.3
2021	1.9		2.6		4.6		4.5		4.4		5.4		4.1	3.2	4.9
2022	6.2		6.9		6.6		6.5		8.0		8.3			6.6	

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone:1-202-691-5200_ Telecommunications Relay Service:7-1-1_ www.bls.gov [Contact Us](#)



Republic Services Disposal Agreement
(Not for Special Waste)

Customer Name : Community Waste Disposal
Address : 2010 California Crossing
Dallas, TX 75220
Contact Name : Greg Roemer Phone Number : 972-392-9300
FED ID # : _____ PO Number : _____

Republic Landfill Name: Camelot and Lewisville Landfills
Address : 580 Huffines Blvd
Lewisville, TX 75056
Contact Name : _____ Phone Number : _____

Contract Effective Date : 10 / 1 / 22

Waste Types : MSW, C&D (MSW, C/D, Etc.)

Unit of Measure for Billing : Tons (Tons/Yard/Load)

Disposal Fee : \$ 36.00 / Unit of Measure Above
Taxes/Host Fees/Charges : \$ _____ / Unit of Measure Above
Administrative Fee : \$ 10.50 / Month
Environmental Fee : \$ included / _____, or _____ % of Disposal Fee
Fuel Recovery Fee : \$ included / _____, or _____ % of Disposal Fee
Other Fees : \$ _____ / _____, or _____ % of Disposal Fee

Invoice Period : Semi-Monthly (Weekly, Semi-Monthly, 3 Per Month)

All Payments Are Due Within 30 Days After Receipt of Invoice

Minimum Volume : 54,000 Tons / Year (based on actual volume received)
Maximum Volume : _____ / Unit of Measure Above / Month/Quarter/Year
True-Up Period for Minimum Volume Calculations: Year (Month, Quarter, Year)

Special Instructions : One-Ton Minimum Charge per Load. Customer will have the same operating hours access to landfills as Republic Services vehicles.

THE PARTIES AGREE TO THE TERMS CONTAINED IN THE ATTACHED "REPUBLIC SERVICES DISPOSAL AGREEMENT TERMS AND CONDITIONS"

Republic:

Customer:

Clint Dickerson 8/24/22
Signature Date

Jason Roemer 8/19/22
Signature Date

Name: Clint Dickerson

Name: Jason Roemer

Title: General Manager

Title: Vice President



Date: 01/17/2023
Agenda Item #: 5. E.
Department: Finance
Strategic Goal: Maximize community recreation and leisure activities
Staff Contact: Chad Hyde, Director of Community Services

AGENDA ITEM:

Consider Action to Award **RFP 2023-04 for Aquatics Center Concessionaire Services to Sorrells Enterprises, LLC.**

DESCRIPTION:

RFP 2023-04 for Aquatics Center Concessionaire Services was advertised in the local newspaper and posted on the Town's eProcurement system. Four offers were received, with the best and highest scoring offer provided by Sorrells Enterprises, LLC.

Sorrells Enterprises will operate food and beverage concessions to patrons of at The Cove at The Lakefront. The initial agreement is for twelve (12) months; with four (4), twelve (12) month options to renew.

BUDGET IMPACT:

The Town will earn 20% commission of gross sales of all food, beverages, refreshments, and any merchandise sold at the concession. The revenue share will be reflected in the Parks and Recreation Fund.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Evaluation
Agreement

**RFP 2023-04 Concessions
Evaluation**

	Preferred Qualifications	Commission Proposal	Proposed Commission	Bar Services	Business and Staffing Plan	Menu	Financial Information	References	Additional Details	Total
Firm Name	20%	15%			25%	15%	10%	10%	5%	100
NOLA	15	15	25% gross sales	yes	10	10	8	5	2	65
JBW Vending	18	15	20% gross sales	yes	22	13	5	8	2	83
Sorrells Enterprises	20	15	20% gross sales	yes	24	15	10	10	2	96
Tinman Social	16	0	not provided	yes	20	12	5	5	3	61

Town of Little Elm, Texas
Aquatics Center Concessionaire Services Contract

This Agreement is made by and between the Town of Little Elm, Texas, a Texas home-rule municipality (hereinafter referred to as the "Town") and [Sorrells Enterprises, LLC](#) (hereinafter referred to as the "Provider") for [Concession Services for The Cove at the Lakefront – RFP 2023-04](#), (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Provider hereby agree as follows:

1. **EMPLOYMENT OF THE PROVIDER.** The Town agrees to retain the Provider for, and the Provider agrees to provide services relative to, the following Project: [Concession Services for The Cove at the Lakefront – RFP 2023-04](#) (hereinafter also referred to as "Services") in accordance with the terms and conditions as set forth in this Agreement and in Exhibit A, attached hereto and incorporated herein by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in [Exhibit A](#). Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Provider agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Agreement and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period for this Agreement is eighteen (18) months from January 17, 2023 to January 16, 2024. All commission is to remain firm during this contract period. This Agreement is renewable for up to four (4) additional one-year terms on an annual basis. Both parties must be in agreement. Provider must notify the Town 120 days prior to end of the current term in the event of non-renewal.
5. **COMPENSATION.** Payment for services will be in the form of 20% commission paid to the Town.
6. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Provider on account of unsatisfactory performance by the Provider. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and, if so used, will not be paid to the Provider.
7. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to the Provider.
8. **INSURANCE.** The Provider shall provide proof that it has obtained and will continue to maintain throughout the duration of this Agreement the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of this Agreement.
11. **INDEMNIFICATION.** THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE TOWN, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES

UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO PROVIDER AS A MATTER OF LAW.

12. **TRANSFER OF INTEREST.** Neither the Town nor the Provider may assign or transfer their interests in this Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. This Agreement is binding on the Town, the Provider, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Provider shall make available to the Town for examination all of its records with respect to all matters covered by this Agreement, and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to this Agreement.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Provider shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Provider shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Provider agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each sub-Provider, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Provider shall keep records and submit reports concerning the racial and ethnic origin(s) of applicant employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** The Town may terminate this Agreement upon thirty (30) days written notice to the Provider, except in the event (i) the Provider is in breach of this Agreement, or (ii) the Provider fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the Town shall notify the Provider and the Provider shall be given seven (7) days to cure such breach or failure to comply. Should the Provider fail to cure to the satisfaction of the Town, the Town may terminate this Agreement upon written notice as provided herein.

Furthermore, the Town retains the right to terminate this Agreement at the expiration of each Town budget period (September 30) during the term of this Agreement, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, the Provider consents to the Town's selection of another Provider to assist the Town in any way in completing the Services. The Provider further agrees to cooperate and provide any information requested by the Town in connection with the completion of the Services.

The Provider shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that the Provider shall receive a portion of fees and expenses permitted under this Agreement in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against the Provider that may be available under applicable law.

16. **PROVIDER'S REPRESENTATIONS.** The Provider hereby represents to the Town that the Provider is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required under this Agreement.
17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to the Provider for additional work without the Town's written approval before such work begins.
18. **PERFORMANCE BY PROVIDER.** All Services provided by the Provider hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and the Provider shall be responsible for all Services provided hereunder whether such services are provided directly by the Provider or by any sub-Providers hired by the Provider. The Provider shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. The Provider shall not utilize sub-Providers to perform Services without the Town's prior written consent.
19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Provider's employees, a full report of the facts, extent of the damage and estimated impact on the Provider's schedule shall be submitted to the Town by 8:00 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Provider must notify Police Dispatch immediately. The Provider shall be fully liable for all damage to Town property or equipment caused by the Provider's officers, employees, agents or sub-Providers.
20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Agreement, the Town has any reasonable objection to any of the Provider's personnel, or any personnel retained by the Provider, then the Provider shall promptly propose substitutes to whom the Town has no reasonable objection, and the Provider's compensation shall be equitably adjusted to reflect any difference in the Provider's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The Provider warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town are followed.
22. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the Town and the Provider, the Town and the Provider agree to submit such disagreement to non-binding mediation before pursuing any other legal remedy.
23. **ENTIRE CONTRACT.** This Agreement together with Exhibit A and B, attached hereto and any other exhibit attached hereto contains the entire contract between the Town and the Provider concerning the Services for the Project. There will be no understandings or contracts other than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto. In the event of a conflict between an attachment to this Agreement and this Agreement, this Agreement shall control.

24. **MAILING ADDRESSES.** All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

Town of Little Elm
Rebecca Hunter, CPPB
Purchasing Manager
100 W. Eldorado
Little Elm, TX 75068
rhunter@littleelm.org

Sorrells Enterprises, LLC.
Jason Sorrells
6200 Wildwood Drive
McKinney, TX 75072
jason@sorrellsenterprises.com

Any notices and communications required to be given in writing by one Party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.
26. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be located in Denton County, Texas.
27. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original.
28. **EFFECTIVE DATE.** This Agreement shall be effective once it is signed by the Town and the Provider, as indicated below.

EXECUTED electronically, on this date: _____.

TOWN OF LITTLE ELM

SORRELLS ENTERPRISES, LLC

Matt Mueller, Town Manager

Type/Print Name and Title

Exhibit A
Town of Little Elm
RFP 2023-04
Aquatics Center Concessionaire
Specifications

I. INTRODUCTION

The Town of Little Elm is soliciting proposals for a concessionaire to hold the rights to operate a concession and beverage sales service for The Cove at The Lakefront®. Successful proposers will demonstrate the ability to provide affordable, appealing, innovative, healthy, and reliable food, non-alcoholic, and alcoholic beverage services to patrons of The Cove®, as well as the personnel and equipment necessary to fully and adequately serve the public.

II. PROJECT SCOPE

The Cove at the Lakefront®

The Cove at The Lakefront® is a new 42,000 square foot aquatic park in Little Elm. With a retractable roof, the facility is open year-round to provide aquatic and recreational fun for the whole family. Amenities include:

- FlowRider® Double surf machine – one of the only in North Texas
- A variety of water slides for all ages including two large body slides equipped with audio/visual features, one lazy river island slide, three play pool slides, and multiple slides for preschool-aged children
- Lazy river and activity pool with two lap lanes and custom play features
- Deep water pool with rock ledge and climbing wall
- Activity pool and spray ground with huge play structure and tons of interactive features
- Three rentable, air-conditioned party rooms with retractable walls that allow for optional larger room rentals
- Six rentable cabanas with comfortable seating, refrigerators, and televisions
- Large mezzanine terrace for entertainment, special events, and rentals with a lake view; mezzanine features televisions and mobile bar, as well as seating for dining and lounging
- Massive outdoor patio that runs the entire length of the facility for entertainment and special events; patio features easy access to waterpark amenities, as well as a variety of seating
- Televisions throughout with customizable promotional opportunities for vendors, sponsors, and renters
- 30-foot jumbotron-style video wall

The Cove at The Lakefront® is situated next door to The Rec at The Lakefront™ in the heart of the Lakefront at Little Elm™, a family-friendly entertainment district on the shores of Lake Lewisville. The Lakefront features a sandy beach with easy access to the lake and walking trails, as well as unique restaurants and businesses.

The Cove® Annual Attendance

Fiscal Year 2021 (March 13, 2021-September 30, 2021) Attendance: 109,566

Fiscal Year 2022 (October 1, 2021-September 30, 2022) Attendance: 169,076

Exhibit A

Concession Services at The Snack Shack

The concessions operation at The Cove® is currently branded as The Snack Shack. The concessions kitchen at The Cove at The Lakefront® is more than 360 square feet and located inside the aquatic park, near the ticketing gate, surf machine, and party rooms. It features a service window open to the pool deck as well as three ordering kiosks.

A complete list of concession equipment is included in Appendix A and an architectural drawing of the kitchen is available in Appendix B. A map of The Cove® is available in Appendix C.

Concessionaire will also provide alcoholic beverage services on the Mezzanine Terrace at a mobile bar installation, complete with refrigeration.

Successful proposers will demonstrate the ability to provide fast, reliable, and attractive food and beverage services, including both made-to-order and pre-made menu options. Proposers may include plans to prepare some menu items offsite.

As needed, the Town may provide staff to serve as food runners; all other staff, including but not limited to food preparation, cashier, bartender, and supervisory, is the responsibility of the Concessionaire.

In addition to the routine concession and bar services, the Concessionaire may be required to provide specialized concession operations including but not limited to cabana rentals (up to 8 patrons), party room rentals (up to 35 patrons), mezzanine level rentals (up to 300 patrons), and facility-wide rentals (up to 1,400 patrons). Rentals may take place during usual hours of operations, as well as after hours.

The Snack Shack and Bar Annual Sales

Sales figures do not include tax, gratuities, or tip.

Fiscal Year 2021 (March 13, 2021-September 30, 2021): \$300,899.83

Fiscal Year 2022 (October 1, 2021-September 30, 2022): \$382,416.46

Hours of Operation

Operational hours should not be considered a guarantee; they are adjusted based on participation patterns and at the Director's discretion. Concession hours may be amended by Concessionaire with written approval of the Director.

School Year:

Day	Waterpark Hours	Concession Hours
Monday, Wednesday-Friday	4 p.m. to 8 p.m. <i>Closed on Tuesdays during school year</i>	4 p.m. to 8 p.m.
Saturday	10 a.m. to 6 p.m.	10 a.m. to 6 p.m.
Sunday	Noon to 6 p.m.	Noon to 6 p.m.

Summer and School Holidays including Thanksgiving Break, Winter Break, and Spring Break:

Exhibit A

Day	Waterpark Hours	Concession Hours
Monday-Friday	11 a.m. to 8 p.m.	11 a.m. to 8 p.m.
Saturday	10 a.m. to 6 p.m.	10 a.m. to 6 p.m.
Sunday	Noon to 6 p.m.	Noon to 6 p.m.

Toddler Time is offered during the school year on Mondays and Thursdays from 9 to 11 a.m. Throughout the summer, it is offered Monday through Thursday from 8 to 10 a.m. The spray ground and play structure pools only are available during Toddler Time. Concessions may be offered during this time at Concessionaire and/or Director's discretion.

In addition to the regular waterpark schedule, concession services may also be required during private rentals, including but not limited to 8 to 11 p.m. on Fridays, 6 to 11 p.m. on Saturdays, 9 a.m. to noon on Sundays, 6 to 9 p.m. on Sundays.

III. PAYMENT

Proposer shall state in their proposal a percentage amount, no less than 20 percent (20%), in gross sales to be turned over to the Town. Gross sales include all monies paid or payable to the concessionaire for the sales of food, beverages, refreshments, or any other merchandise.

In addition to the rental payment, Proposer shall be responsible for submitting a monthly report of gross sales on a standard form approved by the Town. The Town shall have the right at all times to examine books and records to verify payment amounts. Any errors or omissions shall be adjusted.

The Concessionaire shall pay all monies due the Town on a monthly basis in no case later than fifteen (15) days following the end of each calendar month.

Remit payments to: Town of Little Elm
 C/O Finance Department
 100 W. Eldorado Parkway
 Little Elm, TX 75068

IV. TERM OF CONTRACT

It is the intention of the Town to award a contract for a one (1) year period. The Town and the Awarded Contractor shall have the option to renew this contract for an additional four (4) one-year periods.

The Contract shall commence upon the approval by the Town and shall automatically renew each year, from the same date. At the sole option of the Town, the Contract may be further extended as needed, not to exceed a total of six (6) months.

V. GENERAL INFORMATION

- A. The preparation of the request for proposal will be at the total expense of the Proposer. There is no expressed or implied obligation for the Town to reimburse responding proposers for any expense incurred in the preparation of proposals in response to this request.

Exhibit A

- B. Proposals shall be evaluated by a Review Committee consisting of Town staff.
- C. The Town reserves the right to reject any and all proposals, to consider alternatives, to waive any formalities and irregularities, and to re-solicit proposals. In addition, during the evaluation period, the Town may, where it may serve the Town's best interest, request additional information or clarifications from Proposers, or allow corrections of errors or omissions.
- D. The Town reserves the right to conduct investigations of and hold discussions with those who have submitted proposals or with other entities as they deem necessary to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.
- E. Each Proposer shall guarantee and honor its response to these specifications for a period of ninety (90) days after submission for such purposes.
- F. The successful Proposer shall be required to execute a contract prepared and approved by the Town Attorney which may contain such other provisions as are deemed necessary to protect the Town's interest therein.

VI. PREFERRED QUALIFICATIONS

- A. Demonstrated experience operating similar type food, beverage, and miscellaneous services for a major place of public assembly such as a waterpark or athletics complex; or experience operating a restaurant and bar or catering service that involves the purchase, preparation, and service of food and beverages to the public; or other equivalent experience satisfactory to the Review Committee.
- B. Demonstrated ability in preparing and serving food and beverages in an efficient, organized, and professional manner to meet demand in a busy aquatic park environment. This may include access to a commercial off-site kitchen for food preparation.
- C. Established and proven reputation for quality and professional service.
- D. Financial worthiness and resources that, in the opinion of the Review Committee, are adequate to ensure full and proper performance of the contract.
- E. The ability to provide on-site, quality staff, including food preparation, bartenders, and cashiers, as well as experienced supervisory staff, to ensure quality and professional services.
- F. Demonstrated ability to maximize the gross receipts potential from similar venues.
- G. Evidence that the Proposer holds or has been issued, or has the ability to obtain and secure all necessary federal, state, and local licenses and permits for the sale and services of food and beverages, including alcoholic beverages.

Exhibit A

- H. Ability to begin service as soon as possible, upon receipt of Texas Alcoholic Beverage Code (TABC) certification and permit, as well as Town of Little Elm issued food permit, with an estimated target start date of December 1, 2022.

VII. SPECIFICATIONS

Proposer shall be considered an independent concessionaire and not an agent or employee of the Town. Proposer agrees to the following:

- A. Conduct business as not to interfere with other uses or activities at The Cove at The Lakefront®.
- B. Comply with all local, state and federal laws, rules, regulations, orders, guidelines, and/or directions, including but not limited to sales tax, payroll tax, department of health guidelines, and TABC.
- C. Secure, hold, and maintain all necessary licenses and permits required at the Concessionaire' own expense.
- D. Comply with the insurance requirements included in the RFP.
- E. Customer refunds will be handled by the Concessionaire directly and not the Town of Little Elm or its employees.
- F. Award of this request for proposals shall not include exclusivity. The concession contract shall not prevent or prohibit the Town or it's lessees from engaging the services of additional food, beverage and/or merchandise vendors, including food trucks, if it deems such an action to be in the Town's best interest.
- G. Concessionaire shall not install or supply vending machines at The Cove at The Lakefront®; the Town reserves the right to contract with others for vending machine services.
- H. The Concessionaire will be permitted to utilize off-site commercial kitchens for food preparation. Off-site kitchen must be approved for use by the Town of Little Elm health guidelines and may be subject to an inspection by the Town of Little Elm at any time.
- I. The Director shall have the right to direct the Concessionaire to partially or completely stop or suspend concession operations during those events for which the Director determines the concession operation is incompatible.
- J. The Concessionaire shall be responsible for the safe transfer of cash and other receipts from the concession operation to the designated financial institution on a schedule that will prevent having large sums of monies at The Cove at The Lakefront® over any 24-hour period.
- K. The Town shall provide for solid waste disposal, as well as electrical and water services to the concession facility.
- L. The Town shall provide restaurant Point-of-Sale software and equipment; the Town shall also maintain access to reporting and other software information.

Exhibit A

VIII. EQUIPMENT

Provided equipment is listed in Appendix A. The Concessionaire shall not remove or make alternations to any Town equipment, furnishings, or property without prior written consent of the Director. The Concessionaire will keep all of the equipment in good and safe condition and promptly report required repairs. Repairs for damages caused by an act or omission of Concessionaire shall be at Concessionaire's cost and expense.

The Concessionaire may purchase and install supplemental equipment with written approval of the Director; additional equipment costs are the responsibility of the Concessionaire. All installed equipment must be of commercial grade and will remain the property of the Concessionaire upon completion of the agreement.

The Town will provide point-of-sale software with online, kiosk, and mobile ordering capabilities.

At the conclusion of the contract, Concessionaire shall return the facility and its equipment in the same condition as prior to the commencement of the contract, except for reasonable wear and tear. Concessionaire will be assessed fees for any damages or for any additional cleaning required.

In addition, the Concessionaire shall be responsible for daily and deep cleaning and sanitation of all food service production, storage, and service areas including equipment, floors, walls, ceilings, and shelving. The Concessionaire shall be responsible for emptying waste receptacles and other related sanitation functions in the food service areas. The Town reserves the right to conduct periodic inspections to ensure concession area meets sanitation codes. The Town will also provide annual professional cleaning services and grease trap cleaning services.

IX. CONCESSION EMPLOYEES

The Concessionaire shall be required to employ personnel necessary to provide concession and bar operations, including supervisory staff. All employees will be expected to conduct business with a high degree of professionalism. Staff should be in uniform, polite, and courteous to patrons of The Cove at The Lakefront® at all times.

Concessionaire personnel will be allowed in The Cove at The Lakefront® only during operational hours, and for a reasonable time before and after operational hours, and only for the purpose of conducting concession operations.

X. MERCHANDISE

Concessionaire must maintain enough stocked food, beverages, and related accessories to serve patrons based on reasonable demand. Preference will be given to proposals with some unique and/or healthy options in their menu, as well as kid- or family-friendly selections.

Prices shall not be higher than those charged at comparable facilities elsewhere for the same quality merchandise. The Town reserves the right to review and make reasonable changes to the menus and/or pricing.

Exhibit A

Concessionaire must clearly display all food and beverage prices. The Town will provide three kiosks for menu display and ordering. Additional signage must be professionally done and all associated costs are the responsibility of the Concessionaire. Signage must be approved in writing by the Director before it is displayed. Similarly, all advertisements for concession services shall be submitted by the Concessionaire to the Director for review and approval.

Concessionaire shall submit a detailed menu and price schedule to the Director for approval prior to beginning operations or implementing changes. All food, beverages, and merchandise offered for sale shall be subject to inspection and approval by the Director. The Concessionaire shall immediately remove any item rejected by the Director.

Glass containers are not permitted at The Cove at The Lakefront®. Concessionaire may not sell any type of tobacco products at The Cove at The Lakefront®.

The Town may require Concessionaire to sell and feature certain brand products required by advertising agreement between the Town and manufacturer. In addition, the Concessionaire is required to utilize certain brands for water, soft drinks, and isotonic drinks, as part of a pouring rights/sponsorship agreement held by the Town.

XI. SUBMITTALS

Proposers must submit the following items with their proposal in the following order. Emphasis should be on completeness, succinctness, and clarity.

- A. **Preferred Qualifications:** detailed written narrative demonstrating that Proposer satisfies the Preferred Qualifications detailed in Section VI. Proposer may provide literature, brochures, or other written materials that describe the history and operations of the Proposer that may be useful in determining the Proposer's operating experience and reputation.
- B. **Commission Proposal:** a proposed percentage amount, no less than 20 percent (20%), in gross sales to be turned over to the Town monthly. Gross sales include the sales of food, beverages, refreshments, and any other merchandise.
- A. **Business and Staffing Plan:** detailed business plan describing how the Proposer intends to provide concession operations for the term of the contract.
 - a. Detailed description of a proposed sales, marketing, and promotions plan for the term of the contract.
 - b. Organizational chart for proposed concession operations including resumes for supervisory staff.
 - c. Methodology used in hiring and training employees, including background checks.
 - d. Detailed description of how concession services will be conducted.
 - e. Detailed description of how bar services will be conducted.
 - f. Detailed description of how rental food and beverage services will be conducted for small (up to 8 patrons), medium (up to 35 patrons), and large (up to 1,400 patrons) rentals.
 - g. If applicable, location and details regarding off-site kitchen facilities that may be utilized to provide secondary support for fulfilling the concession operations.

Exhibit A

- B. **Menu:** a sample listing of food, beverage, and merchandise items, including product descriptions and suggested prices.
- C. **Financial Information:** provide most recent financial statement including latest balance sheet, income statement, and any other documentation relevant to demonstrating Proposer is in financial good standing.
- D. **References:** name, address, phone number and point of contact for not less than three (3) clients, for which food and beverage services have been provided within the past three (3) calendar years.
- E. **Additional details:**
 - a. Complete list of the name and addresses of all the officers, partners, managers, and board of directors of the Proposer.
 - b. Proposer shall list any contract they have had with any person, corporate, partnership, municipality, governmental entity or other legal entity for public assembly facilities for the purpose of providing food and beverage service, or concession operations that were terminated during 2022 or during the five (5) preceding calendar years. Proposers shall provide a detailed explanation of the reason(s) why such contracts were terminated. Proposers shall describe any litigation, claims or lawsuits within the last five years, by name, style, court, cause number, nature of the litigation, claim or lawsuit, that relate directly or indirectly to such contracts and include the current status thereof.
 - c. Proposer shall disclose whether it intends to subcontract any portion of the work required for the concession operations including the name, address, phone number, and prior experience of any proposed subcontractors.
 - d. Any additional information you feel would be of interest to the Town of Little Elm.

XII. EVALUATION CRITERIA

Proposers shall provide sufficient information to allow the Town to thoroughly evaluate and score their proposals. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed below, based on the evaluation of the Review Committee.

Preferred Qualifications	20 points
Commission Proposal	15 points
Business and Staffing Plan	25 points
Menu	15 points
Financial Information	10 points
References	10 points
Additional details	5 points

Exhibit A

APPENDIX A: CONCESSION & PREP KITCHEN – EXISTING EQUIPMENT

Freezer
Refrigerator
Ice Machine
Water Filtration System
Soda Tower
Hand Sink
Corner 3 Compartment Sink
Wall-Mounted Shelves and Open Shelving
Service, Display and Work Tables
Counter Top Griddle
Double Fryer with Fry Dump
Fryer Hood
Greaseless Fryer
Heated Holding Cabinet
Pizza Conveyer Oven
Fire Suppression System
Point-of-Sale Station with Cash Drawer
3 Self-Serve Order Kiosks
Kitchen Order Display Television Monitor
2 Handheld Ordering and Payment Devices

Exhibit A

FOOD AND BEVERAGE EQUIPMENT

#	ITEM	Model/Spec	Qty	Unit	Notes	Manufacturer	Model	Qty	Unit	Notes	Manufacturer
1	Ice Machine	1/2 ton	1	unit	See spec for details	Whisper	1/2 ton	1	unit	See spec for details	Whisper
2	Dishwasher	Commercial	1	unit	See spec for details	Whisper	Commercial	1	unit	See spec for details	Whisper
3	Refrigerator	Commercial	1	unit	See spec for details	Whisper	Commercial	1	unit	See spec for details	Whisper
4	Freezer	Commercial	1	unit	See spec for details	Whisper	Commercial	1	unit	See spec for details	Whisper
5	Griddle	Commercial	1	unit	See spec for details	Whisper	Commercial	1	unit	See spec for details	Whisper
6	Convection Oven	Commercial	1	unit	See spec for details	Whisper	Commercial	1	unit	See spec for details	Whisper
7	Steamer	Commercial	1	unit	See spec for details	Whisper	Commercial	1	unit	See spec for details	Whisper
8	Hot Water Dispenser	Commercial	1	unit	See spec for details	Whisper	Commercial	1	unit	See spec for details	Whisper
9	Hot Water Dispenser	Commercial	1	unit	See spec for details	Whisper	Commercial	1	unit	See spec for details	Whisper
10	Hot Water Dispenser	Commercial	1	unit	See spec for details	Whisper	Commercial	1	unit	See spec for details	Whisper
11	Hot Water Dispenser	Commercial	1	unit	See spec for details	Whisper	Commercial	1	unit	See spec for details	Whisper
12	Hot Water Dispenser	Commercial	1	unit	See spec for details	Whisper	Commercial	1	unit	See spec for details	Whisper
13	Hot Water Dispenser	Commercial	1	unit	See spec for details	Whisper	Commercial	1	unit	See spec for details	Whisper
14	Hot Water Dispenser	Commercial	1	unit	See spec for details	Whisper	Commercial	1	unit	See spec for details	Whisper
15	Hot Water Dispenser	Commercial	1	unit	See spec for details	Whisper	Commercial	1	unit	See spec for details	Whisper
16	Hot Water Dispenser	Commercial	1	unit	See spec for details	Whisper	Commercial	1	unit	See spec for details	Whisper
17	Hot Water Dispenser	Commercial	1	unit	See spec for details	Whisper	Commercial	1	unit	See spec for details	Whisper
18	Hot Water Dispenser	Commercial	1	unit	See spec for details	Whisper	Commercial	1	unit	See spec for details	Whisper
19	Hot Water Dispenser	Commercial	1	unit	See spec for details	Whisper	Commercial	1	unit	See spec for details	Whisper
20	Hot Water Dispenser	Commercial	1	unit	See spec for details	Whisper	Commercial	1	unit	See spec for details	Whisper
21	Hot Water Dispenser	Commercial	1	unit	See spec for details	Whisper	Commercial	1	unit	See spec for details	Whisper
22	Hot Water Dispenser	Commercial	1	unit	See spec for details	Whisper	Commercial	1	unit	See spec for details	Whisper
23	Hot Water Dispenser	Commercial	1	unit	See spec for details	Whisper	Commercial	1	unit	See spec for details	Whisper
24	Hot Water Dispenser	Commercial	1	unit	See spec for details	Whisper	Commercial	1	unit	See spec for details	Whisper
25	Hot Water Dispenser	Commercial	1	unit	See spec for details	Whisper	Commercial	1	unit	See spec for details	Whisper
26	Hot Water Dispenser	Commercial	1	unit	See spec for details	Whisper	Commercial	1	unit	See spec for details	Whisper

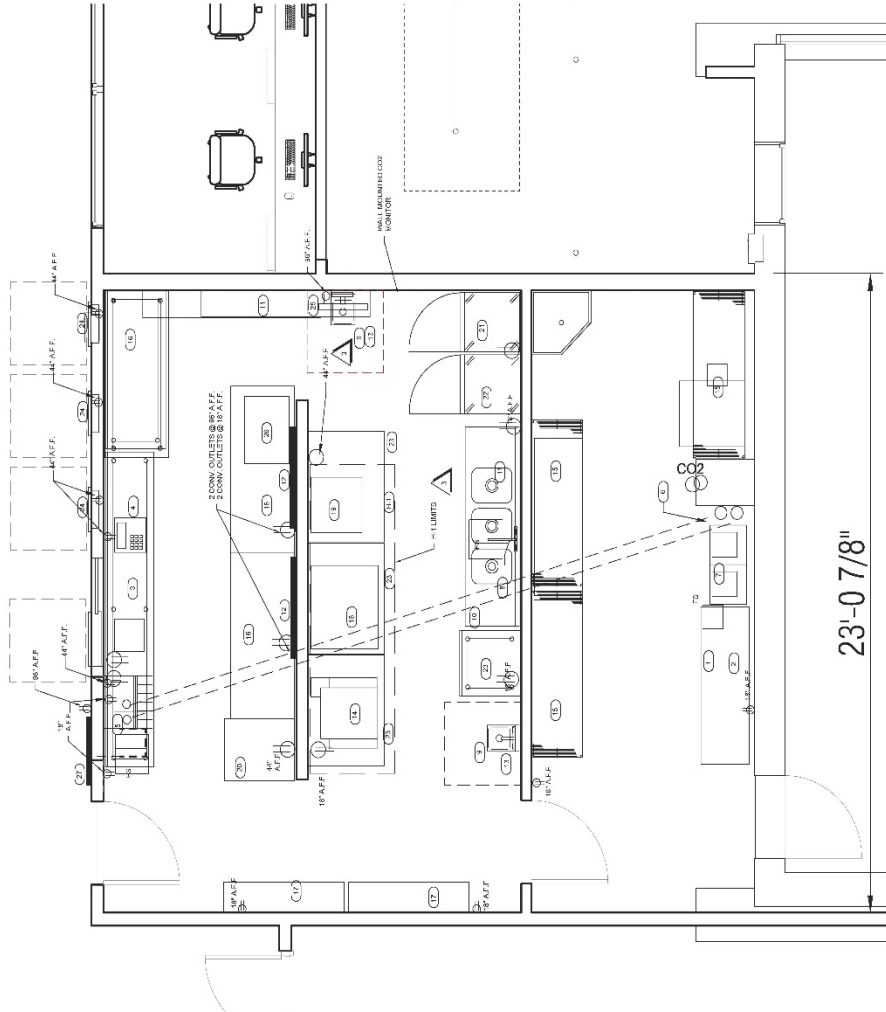
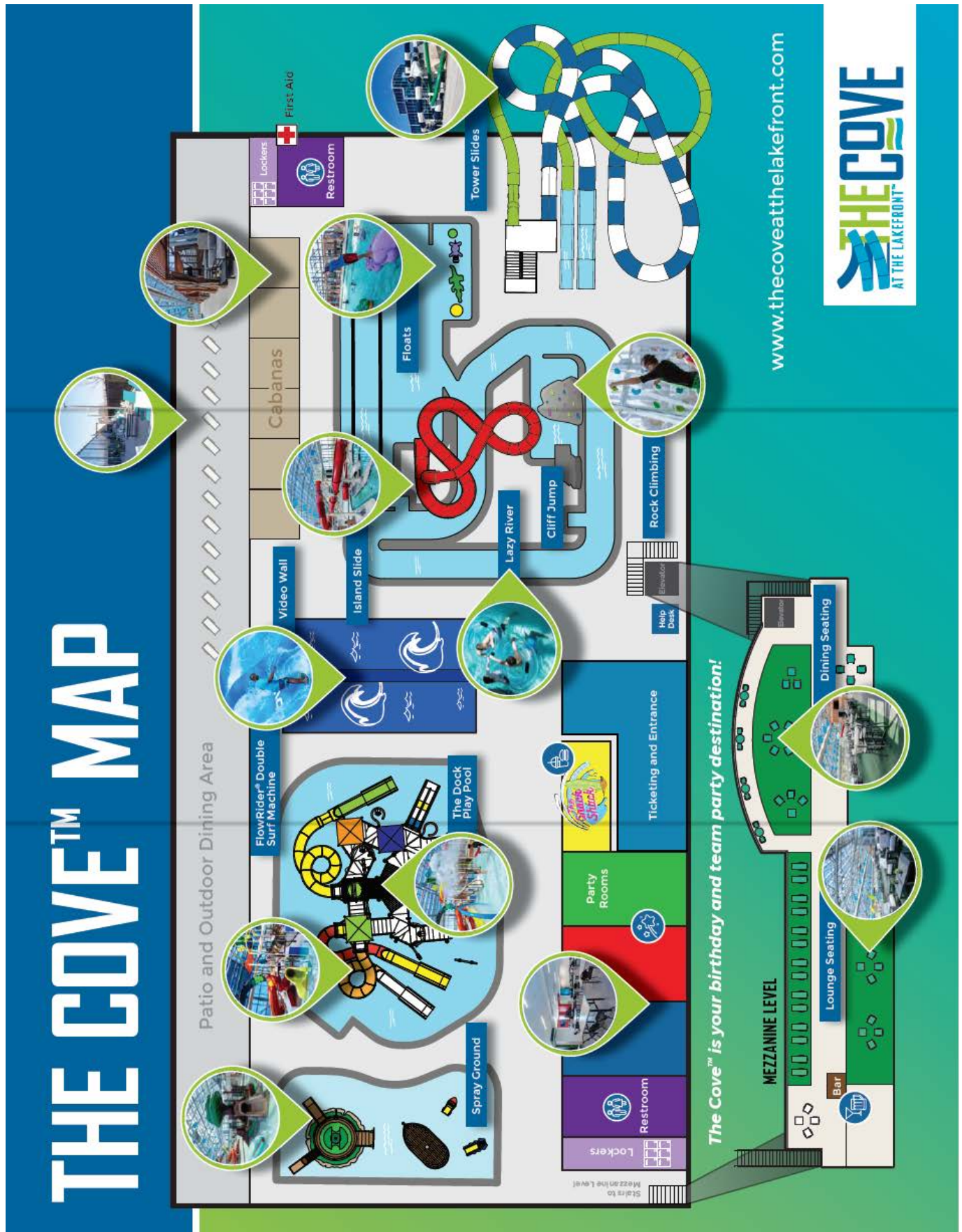


Exhibit A

APPENDIX C: PROMOTIONAL MAP OF THE COVE®





Date: 01/17/2023
Agenda Item #: 5. F.
Department: Development Services
Strategic Goal:
Staff Contact:

AGENDA ITEM:

Consider Action to Approve **Change Order #3 to the Construction Contract with Field Turf USA, Inc. regarding the Cottonwood Park and Lakeside Youth Sports Synthetic Turf Project.**

DESCRIPTION:

In October 2021, Town Council approved a construction contract to Field Turf USA, Inc., for the installation of synthetic turf at the four existing fields in Cottonwood Park, as well as the three new fields at Lakeside Youth Sports Complex. The Cottonwood Park Fields were completed in March 2022, and the Lakeside fields are currently under construction. Two previous change orders have been approved and include a deductive change order for reduced turf areas at Cottonwood Park, as well additional turf areas at the Lakeside Youth Sports Complex project.

During the construction process at the Lakeside Youth Sports Complex, in place soil testing revealed conditions that require additional lime treatment to minimize the risk of future soil heaving that could impact the functionality of each field. The contractor has submitted a change order request to cover the costs of this additional soil treatment.

BUDGET IMPACT:

Funding has been identified in the Capital Improvement Plan, and the change order costs will be funded out of capital improvement funds.

\$ 2,717,586.00	Original Contract Amount
\$ (33,485.00)	Change Order #1 (reduced turf area)
\$ 103,190.00	Change Order #2 (additional turf)
\$ 93,978.18	Proposed Change Order #3
\$ 2,881,269.18	Proposed Contract Amount

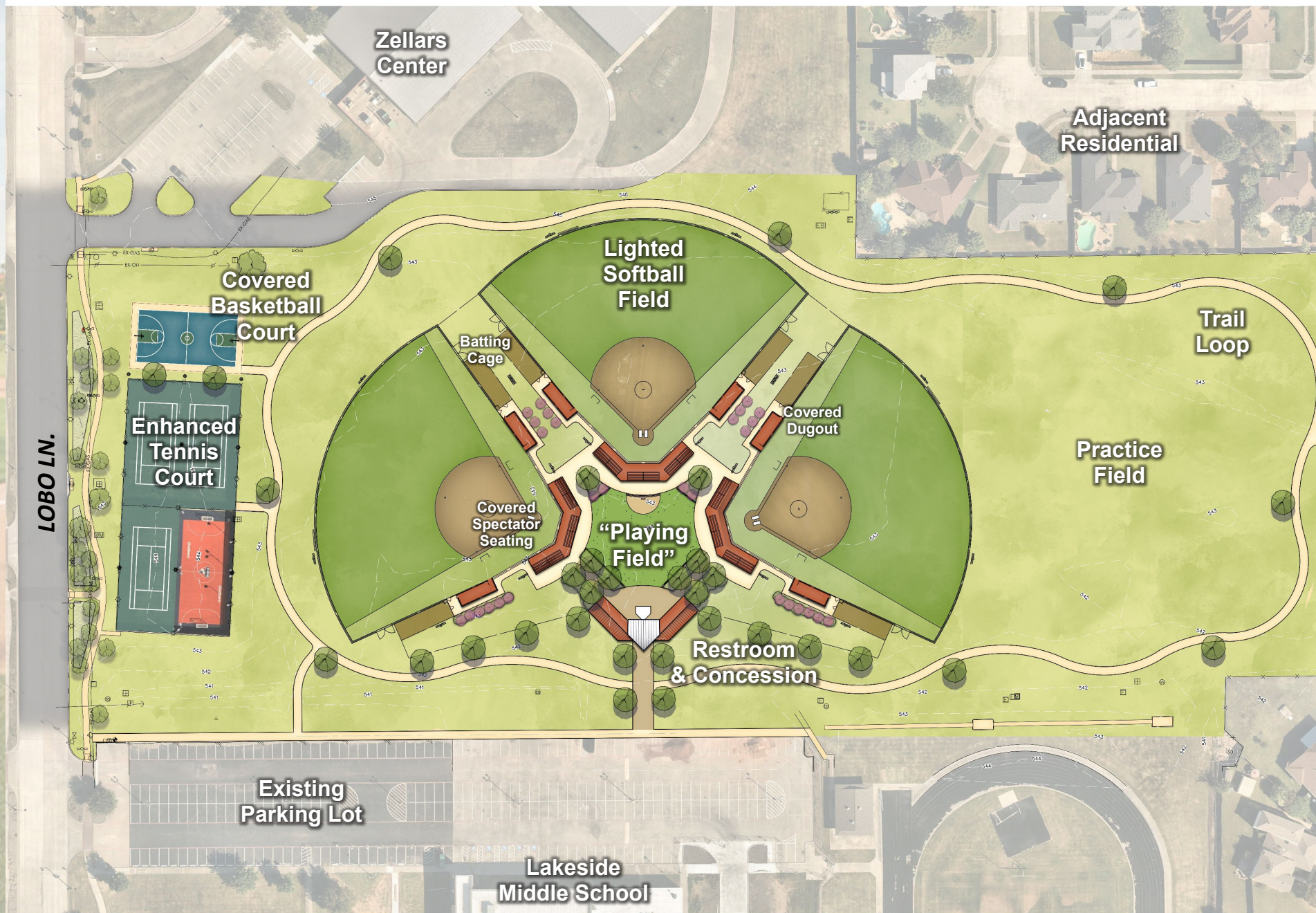
RECOMMENDED ACTION:

Staff recommends approval.

Project Layout
Change Order #3

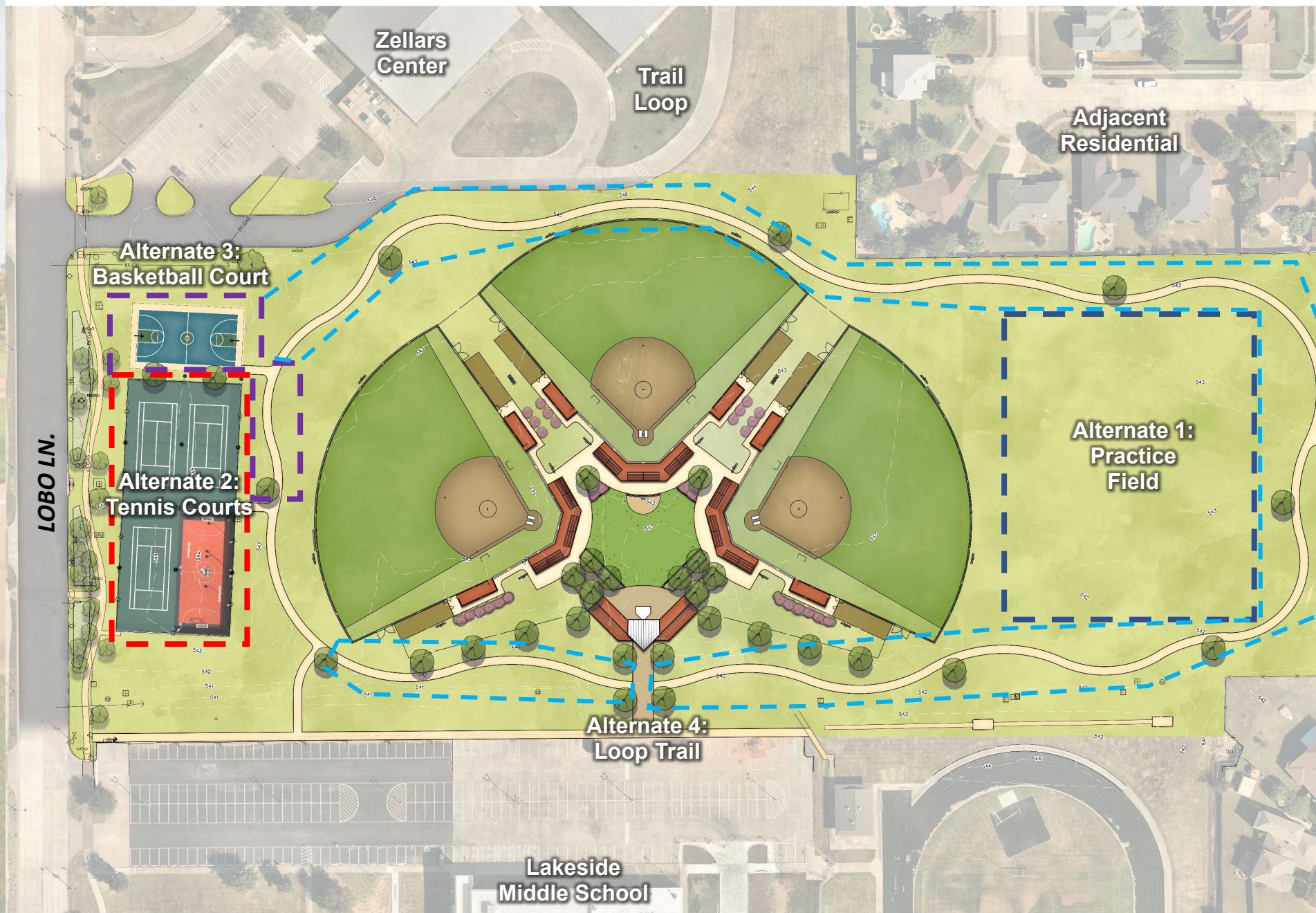
Site Plan

- Lighted Softball Fields
- Practice Field
- Restroom & Concession Bldg.
- “Playing Field”
- Enhanced Tennis Court
- Concrete Trail Connection
- Landscape Improvements
- Irrigation Improvements



Site Plan - Alternates

- Alternate 1: Practice Field
- Alternate 2: Tennis Courts
- Alternate 3: Basketball Court
- Alternate 4: Loop Trail



Change Order Request



Date: December 15, 2022

COR#: 3

From: FieldTurf USA, Inc.
7445 Côte-de-Liesse Road, Suite 200
Montreal, Quebec H4T 1G2

To: Town of Little Elm
100 West Eldorado Pkwy
Little Elm, Texas 75068

Project: Little Elm Lakeside Softball Fields

Contact: Wesley Brandon
Phone: 214-975-0489

Ref: FieldTurf Job #88009031

Email: wbrandon@littleeelm.org

Added Scope of Work:

Increase the lime from 6% to 12% at a 6" depth during initial stabilization.
This adds double the lime and another day to receive the additional 7 trucks of lime per field.

DESCRIPTION	QTY	UNIT	UP	LINE
Additional Lime (UP = each field)	3	LS	\$30,863.11	\$ 92,589.34
P&P Bonds	1.50%	%	\$92,589.34	\$ 1,388.84

TOTAL CHANGE ORDER: **\$93,978.18**

Notes/Exclusions:

- The Contract Time will be increased by 4 days.
- Excludes any additional work outside of this scope and contract scope of work

It is mutually agreed that for the above-referenced changes to take place, the original contract price will be adjusted by the above-referenced amount, which will become payable in accordance with the same terms and conditions as in the original contract or purchase order.

If all the terms of this change order are acceptable please have an authorized representative sign the bottom of this document and return it to FieldTurf's Montreal office, or as otherwise provided in the contract documents. FieldTurf will, in turn, provide a fully executed copy for your records. Once this document is fully executed, it will be considered a revision/modification to the original contract or purchase order.

FieldTurf USA, Inc.



Authorized Representative

Date December 15, 2022

Town of Little Elm

Authorized Representative

Date



Date: 01/17/2023
Agenda Item #: 5. G.
Department: Development Services
Strategic Goal: Maximize community recreation and leisure activities
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve **Change Order #1 to the Construction Contract with AUI Partners, LLC regarding Artificial Turf for The Lawn at The Lakefront Project.**

DESCRIPTION:

In September 2022, Town Council approved a contract to AUI Partners to construct The Lawn at The Lakefront. The original design included natural turf areas in front of the proposed performance pavilion and decomposed granite within a separate play area adjacent to the main playground.

In order to improve the functionality of the lawn and play areas, staff requested pricing from the contractor to replace the natural turf and decomposed granite with an artificial turf surface. This material is more durable, requires very little maintenance, and will reduce the risk of weather-related closures. The contractor has provided pricing to install the artificial turf surface, as well as the underlying drainage system. The proposed sub-contractor is the same contractor that has installed the artificial turf for the Cottonwood Park ballfields and the Lakeside Youth Sports Complex.

BUDGET IMPACT:

Funding has been identified in the Capital Improvement Plan, and the change order costs will be funded out of capital improvement funds.

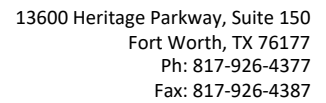
\$ 3,775,605.00	Original Contract Amount
\$ 178,662.08	Proposed Change Order #1
<hr/>	
\$ 3,954,267.08	Proposed Contract Amount

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Proposed Change Order



To: Town of Little Elm
100 West Eldorado Parkway
Little Elm, TX 75068

Number: 2
Date: 12/19/2022
Job: 211224

Furnish and install artificial turf, base, and all drainage shown at artificial turf areas. 6% lime is included as noted in the attached quote.

Owner Approval: _____
Date: _____

Architect Approval: _____

Date: _____

December 8, 2022

PROJECT: **Little Elm Park**
LOCATION: Little Elm, TX
ATTENTION: FieldTurf
SF AREA: 13,178sf Amphitheater

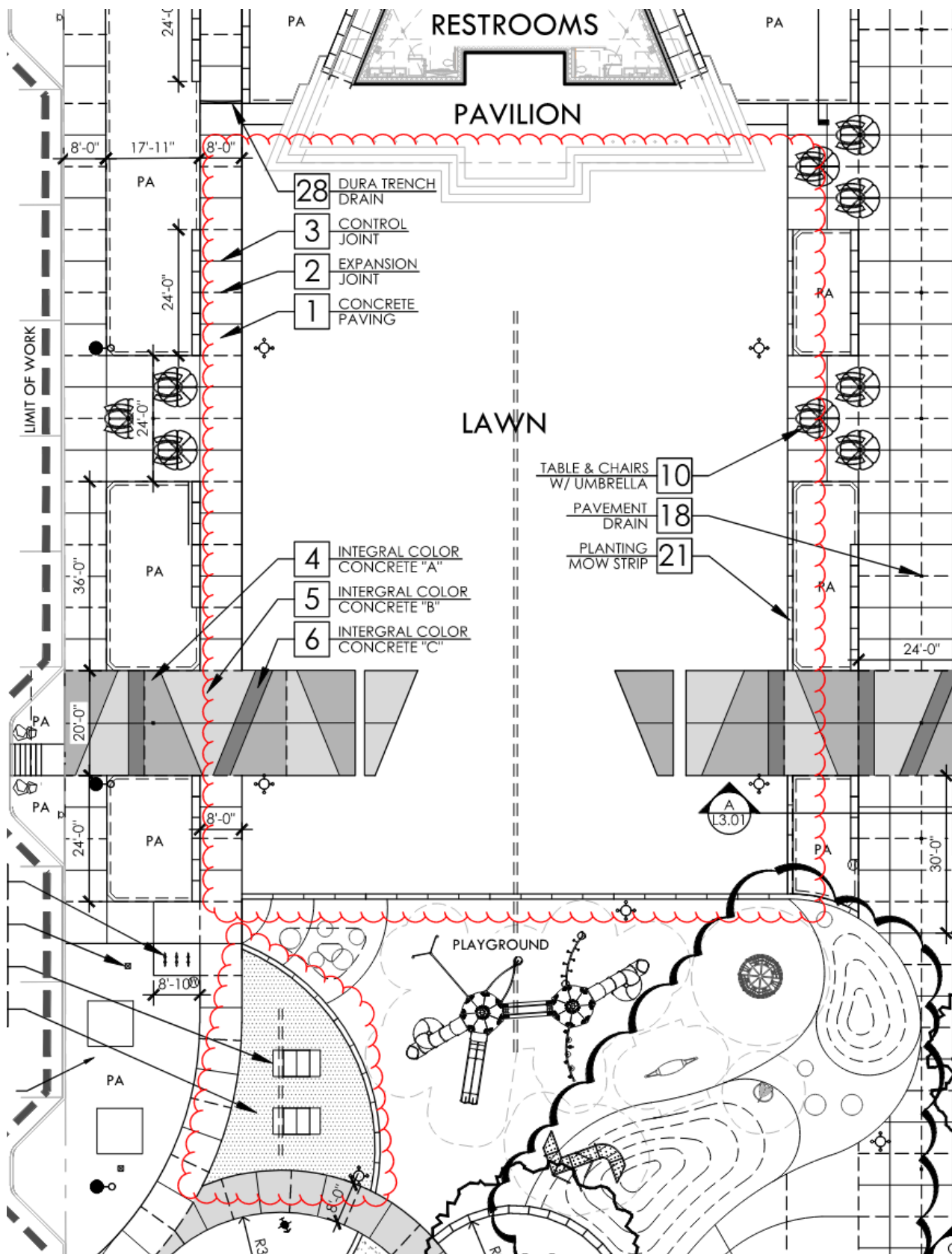
PROPOSAL

200847

TSC will provide all necessary labor, material and equipment to complete the following scope of work.

SCOPE OF WORK		Lawn Area	\$	151,157
1	Mobilization			
2	Survey and layout			
<i>Turf Area Amphitheater - +/- 13,178 SF</i>				
3	Accept non-yielding, stabilized and compacted subgrade at +/- .1' from required elevation			
4	Laser-grade and compact subgrade to our required tolerances			
5	Lime stabilize subgrade, 6" deep at a rate of 6%			
6	Supply and install 30mil HDPE liner over subgrade, adhered behind new PT nailer at perimeter curb			
7	Supply and install 476lf of 4" HDPE Collector Pipe			
8	Tied to civil drainage system installed by others			
9	Supply and install 6" layer of drainage stone, laser graded and compacted to turf requirements			
10	Supply and install 60oz FieldTurf Landscape Synthetic Turf, infilled with 3lbs of silica sand			
<i>Turf Landscape Area - +/- 900 SF</i>				
		ADD	\$	16,400
11	Accept non-yielding, stabilized and compacted subgrade at +/- .1' from required elevation			
12	Laser-grade and compact subgrade to our required tolerances			
13	Lime stabilize subgrade, 6" deep at a rate of 6%			
14	Supply and install 30mil HDPE liner over subgrade, adhered behind new PT nailer at perimeter curb			
15	Supply and install 6" layer of drainage stone, laser graded and compacted to turf requirements			
16	Supply and install 60oz FieldTurf Landscape Synthetic Turf, infilled with 3lbs of silica sand			
Excludes				
1	Sales Taxes, Bonds, Permits or Testing Fees			
2	Geotechnical testing, investigation of site			
3	Stabilized construction entrance			
4	Mass Excavation, Mass Grading, or Rock Excavation			
5	Allowances/contingencies			
6	The implementation of a Storm Water Pollution Prevention Plan			
7	The provision of temporary power or washroom facilities			
8	Supply or installation of perimeter safety fencing			
9	Supply or installation of any athletic equipment not listed above			
10	Supply or installation of time clocks, scoreboards, or communication systems			
11	Supply, installation or replacement of padding, fencing and gates of any type if not listed above.			
12	Installation of manholes, junction boxes, gabions, rip rap, or storm drainage outside of turf limits, unless noted above			
13	Adjusting of existing utilities such as electrical conduits, power poles, water, sewer, gas, cable, phone, drainage			
14	Installation of concrete paving, flatwork or asphalt paving not listed above			
15	Installation of any electrical, mechanical or plumbing associated with the field construction area not listed above			
16	Locating, adjusting or capping existing irrigation main lines or heads			

Lisa Thoma
Tarkett Sports Construction





Date: 01/17/2023
Agenda Item #: 5. H.
Department: Development Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve **Temporary Access and Sidewalk Easements within the Union Park Commercial Development.**

DESCRIPTION:

In August 2019, the Town executed an interlocal agreement with the Highway 380 Municipal Management District (MMD) regarding the construction and maintenance of a temporary roadway within the commercial tracts of Union Park. The MMD is required to build and maintain the temporary roadway to provide public and emergency service access from Union Park Blvd. to the newly-constructed commercial and multi-family developments. The easement will be abandoned when the remaining commercial tracts are developed and permanent access is established.

The temporary roadway has been built, and two easement documents are needed to formally dedicate the roadway for public access, as well as address the adjustment of an existing public sidewalk along Union Park Blvd. The MMD will continue to maintain the roadway.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

MMD Interlocal Agreement
Proposed Temporary Access Agreement
Proposed Sidewalk Easement

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE TOWN OF LITTLE ELM, TEXAS AND
HIGHWAY 380 MUNICIPAL MANAGEMENT DISTRICT NO. 1**

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This Interlocal Agreement (this “Agreement”) is made and entered into effective August 29, 2019 (the “Effective Date”) pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between the Town of Little Elm, Texas, a home rule municipality situated in Denton County, acting by and through its governing body, the Town Council of the Town of Little Elm, Texas (the “Town”) and Highway 380 Municipal Management District No. 1 (the “District”), a conservation and reclamation district created pursuant to Article XVI, Section 59 and Article III, Section 52, Texas Constitution and operating pursuant to Chapter 375, Texas Local Government Code, and Chapter 49, Texas Water Code (each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, the Town is a home rule municipality that provides a full range of governmental services to its citizens; and

WHEREAS, the District is a political subdivision with the authority to construct and maintain roads and other facilities within the boundaries of the District; and

WHEREAS, the District intends to construct a temporary access road in the location shown on **Exhibit A** (the “Temporary Road”), which will be maintained by the District; and

WHEREAS, the Temporary Road will provide fire and emergency service vehicular access to multi-family development within the Union Park development until such time as access is provided by a permanent road, and will also serve as an egress route for traffic to reach a protected left turn on US 380; and

WHEREAS, the Parties are entering into this Agreement to set forth their understanding regarding the construction and maintenance of the Temporary Road; and

NOW, THEREFORE, for an in consideration of these premises and of the mutual promises, obligations, covenants, and benefits herein contained, the Parties contract and agree as follows:

ARTICLE I
PURPOSE

The purpose of this Agreement is to provides for the terms and conditions associated with the District’s construction and maintenance of the Temporary Road.

ARTICLE II **TERM**

Subject to the approval of the governing bodies of both entities, this Agreement shall be effective on the Effective Date and shall continue in force and effect until the Temporary Road is abandoned by the Town Council's release of the easement dedicating the Temporary Road and the road is removed.

ARTICLE III **PROJECT DESCRIPTION**

The project contemplated by this Agreement is described as the construction and maintenance of the Temporary Road.

ARTICLE IV **SCOPE OF WORK**

4.1 PD Requirements and Other Requirements.

(a) The District agrees to construct the Temporary Road in accordance with **Exhibit A**, the requirements of the major waiver approved by the Town for the Temporary Road, and the approved construction plans "Retail Road" dated April 2019 with any necessary subsequent revisions.

(b) Upon completion of the construction of the Temporary Road, the Town will inspect and accept the road, and a maintenance bond will be required, in accordance with applicable regulations.

(c) The Temporary Road will be constructed within a publicly dedicated access easement.

4.2 Temporary Road Maintenance. The District shall maintain the Temporary Road to Town standards for maintenance of public roads and to level that will not compromise fire and emergency service vehicular access. If the Town determines that the Temporary Road is not being maintained to such standards, the Town shall deliver notice to the District that additional maintenance is required and specifying, in reasonable detail, the work necessary to achieve the required maintenance level.

4.3 Duration. The Temporary Road will be in place for as long as five years from the date of completion unless the District notifies the Town in writing and receives Town approval, before the expiration of such five-year period, that the Temporary Road will be used for a longer period, not to exceed two additional years. A new permanent road providing access to the Union Park multi-family development shall be in place prior to the abandonment and removal of the Temporary Road.

ARTICLE V **MISCELLANEOUS**

5.1 Remedies for Breach. In the event a Party shall be determined to be in material breach of the terms hereof, the exclusive remedies available hereunder shall be injunctive relief specifying the actions to be taken by or prohibited of the defaulting Party and the action, if any, permitted to be taken by the non-defaulting Party to remedy the default. Such injunctive relief shall be directed solely to the default

and shall not address or include any activity or actions not directly related to the default. A Party shall not be deemed in breach of its obligations hereunder until the non-defaulting Party has given such Party written notice of such alleged breach and a commercially reasonable time, that shall not be less than 30 days, in which to cure.

5.2 Address and Notice. Unless otherwise provided in this Agreement, any notice to be given under this Agreement shall be given in writing and may be given either by depositing the notice in the United States mail postpaid, registered or certified mail, with return receipt requested; delivery the notice to an officer of such party, or sending the notice by facsimile, when appropriate. Notice deposited by mail in the foregoing manner shall be effective the day after the day on which it is deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as follows:

If to the Town, to:

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

If to the District, to:

Highway 380 Municipal Management District No. 1
c/o Coats Rose, P.C.
14755 Preston Road, Suite 600
Dallas, Texas 75254

A Party shall have the right from time to time to change its address by giving at least 15 days' written notice of such change to the other Party.

5.3 No Additional Waiver Implied. The failure of any Party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other Party.

5.4 Reservation of Rights. All rights, powers, privileges, and authority of the Parties not restricted or affected by the express terms and provisions hereof are reserved by the Parties and, from time to time, may be exercised or enforced by the Parties.

5.5 Merger; Amendments. This Agreement embodies the entire understanding between the Parties regarding the subject matter of this Agreement and there are no separate representations, warranties, or agreements between the Parties covering the subject matter of this Agreement. All amendments to this Agreement shall be in writing and shall be signed by both Parties.

5.6 Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations, or liabilities of the Parties or any provisions hereof, or in ascertaining the intent of either Party, with respect to the provisions hereof.

5.7 Interpretations. This Agreement shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

5.8 Exhibits. **Exhibit A** is attached hereto and incorporated herein for all purposes.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple copies, each of equal dignity.

Accepted and executed on this 29 day of August 2019.

DISTRICT

HIGHWAY 380 MUNICIPAL MANAGEMENT
DISTRICT NO. 1 OF DENTON COUNTY

By: 
Name: Philip Morgan
Title: President, Board of Directors

ATTEST:

By: _____
Name: _____
Title: Secretary, Board of Directors

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple copies, each of equal dignity.

Accepted and executed on this 29 day of August 2019.

DISTRICT

HIGHWAY 380 MUNICIPAL MANAGEMENT
DISTRICT NO. 1 OF DENTON COUNTY

By: _____

Name: _____

Title: President, Board of Directors

ATTEST:

By: 

Name: Doug Peach

Title: Secretary, Board of Directors

TOWN

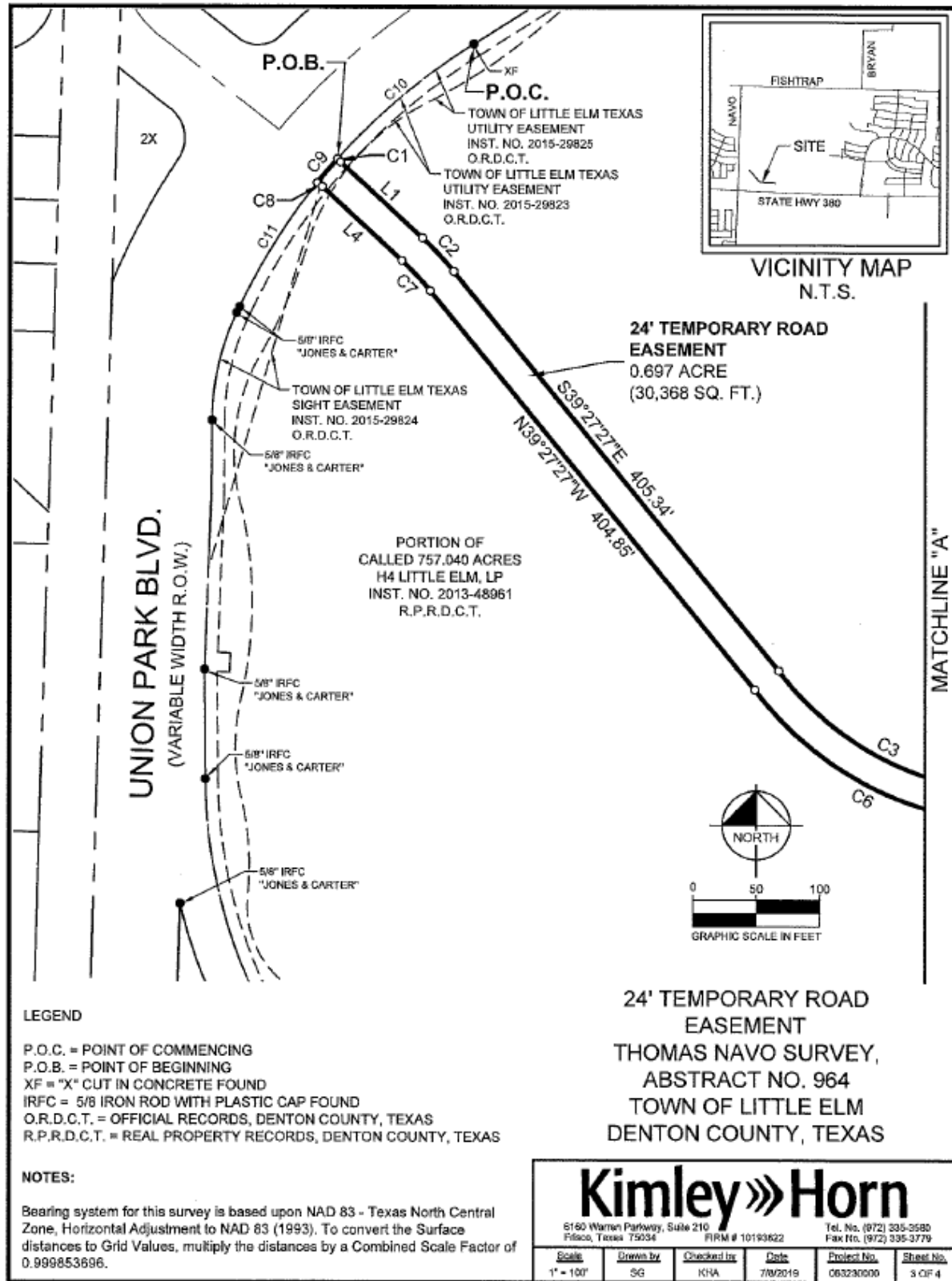
TOWN OF LITTLE ELM, TEXAS

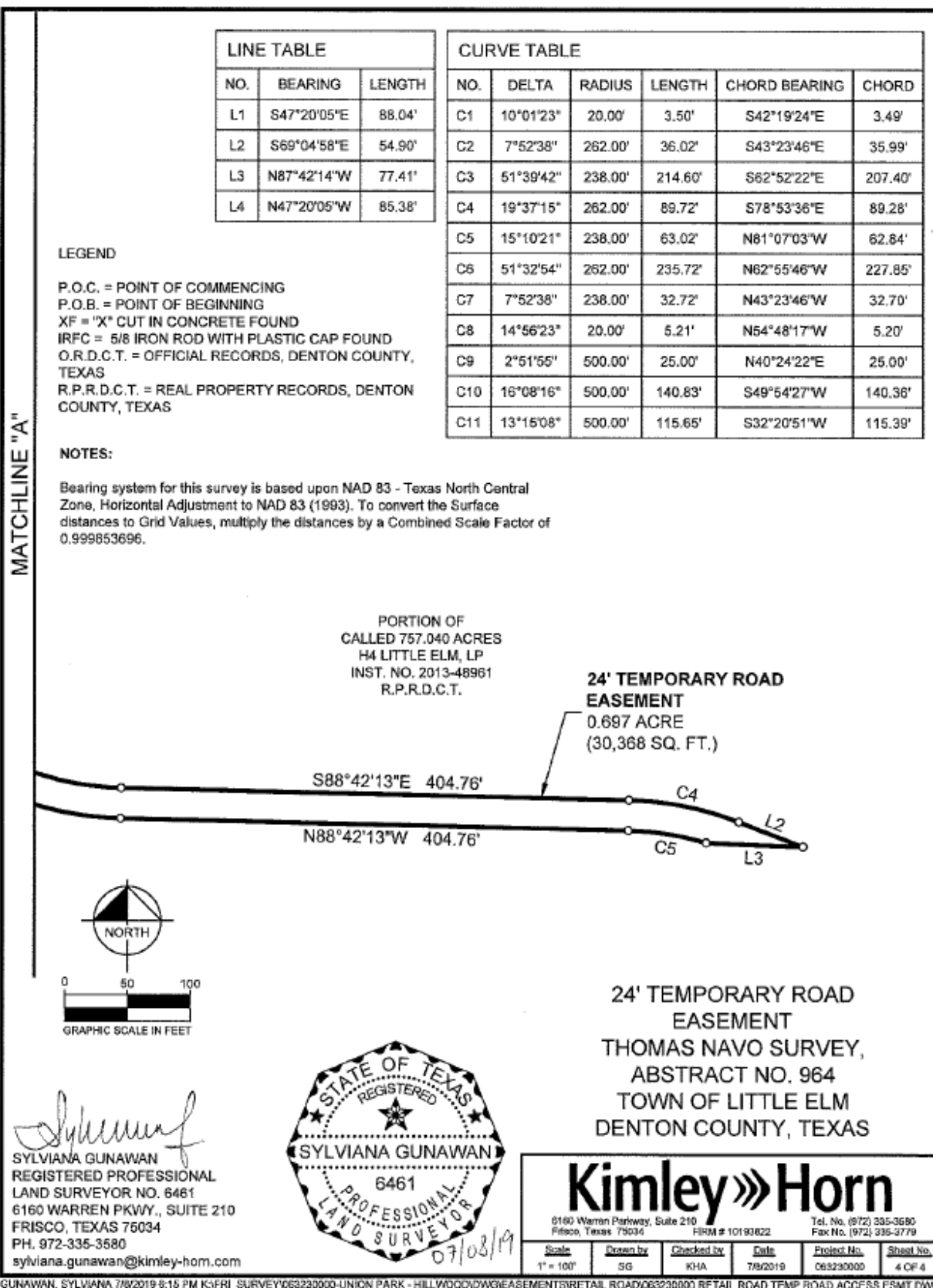
DocuSigned by:
By: David Hillock
89F45A73F0884AF
Name: David Hillock
Title: Mayor, Town of Little Elm, Texas

ATTEST:

By: Kathy Phillips
Name: Kathy Phillips
Title: Town Secretary, Town of Little Elm, Texas

Exhibit A
Location and Construction Detail for Temporary Road





LEGAL DESCRIPTION

BEING a tract of land situated in the Thomas Navo Survey, Abstract No. 964, Denton County, Texas, and being a portion of a called 757.040 acre tract of land described in a deed to H4 Little Elm, LP, as recorded in Instrument No. 2013-48961 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at an "X" cut in concrete found on the easterly right-of-way line of Union Park Blvd., a 100 foot wide right-of-way, and at the beginning of a curve to the left having a central angle of $16^{\circ}08'16''$, a radius of 500.00 feet, a chord bearing and distance of South $49^{\circ}54'27''$ West, 140.36 feet;

THENCE in a southwesterly direction with said curve to the left and along the easterly right-of-way of said Union Park Blvd., an arc distance of 140.83 feet to the **POINT OF BEGINNING** of the herein described easement tract, and at the beginning of a non-tangent curve to the left having a central angle of $10^{\circ}01'23''$, a radius of 20.00 feet, a chord bearing and distance of South $42^{\circ}19'24''$ East, 3.49 feet;

THENCE departing the easterly right-of-way line of said Union Park Blvd., and crossing said 757.040 acre tract, the following:

In a southeasterly direction with said curve to the left, an arc distance of 3.50 feet to a point for corner;

South $47^{\circ}20'05''$ East, a distance of 88.04 feet to a point at the beginning of a tangent curve to the right having a central angle of $7^{\circ}52'38''$, a radius of 262.00 feet, a chord bearing and distance of South $43^{\circ}23'46''$ East, 35.99 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 36.02 feet to a point for corner;

South $39^{\circ}27'27''$ East, a distance of 405.34 feet to a point at the beginning of a non-tangent curve to the left having a central angle of $51^{\circ}39'42''$, a radius of 238.00 feet, a chord bearing and distance of South $62^{\circ}52'22''$ East, 207.40 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 214.60 feet to a point for corner;

South $88^{\circ}42'13''$ East, a distance of 404.76 feet to a point at the beginning of a tangent curve to the right having a central angle of $19^{\circ}37'15''$, a radius of 262.00 feet, a chord bearing and distance of South $78^{\circ}53'36''$ East, 89.28 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 89.72 feet to a point for corner;

South $69^{\circ}04'58''$ East, a distance of 54.90 feet to a point for corner;

Continued on Sheet 2

**24' TEMPORARY ROAD
EASEMENT
THOMAS NAVO SURVEY,
ABSTRACT NO. 964
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS**

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034

FIRM # 10190822

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SG	KHA	7/8/2019	062230000	1 OF 4

GUNAWAN, SYLVIANA 7/8/2019 6:15 PM K:\FRI_SURVEY\003230000-UNION PARK - HILLWOOD\DWG\EASEMENTS\RETAIL ROAD\03230000 RETAIL ROAD TEMP ROAD ACCESS ESMT.DWG

North 87°42'14" West, a distance of 77.41 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 15°10'21", a radius of 238.00 feet, a chord bearing and distance of North 81°07'03" West, 62.84 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 63.02 feet to a point for corner;

North 88°42'13" West, a distance of 404.76 feet to a point at the beginning of a tangent curve to the right having a central angle of 51°32'54", a radius of 262.00 feet, a chord bearing and distance of North 62°55'46" West, 227.85 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 235.72 feet to a point for corner;

North 39°27'27" West, a distance of 404.85 feet to a point at the beginning of a tangent curve to the left having a central angle of 7°52'38", a radius of 238.00 feet, a chord bearing and distance of North 43°23'46" West, 32.70 feet;


In a northwesterly direction, with said curve to the left, an arc distance of 32.72 feet to a point for corner;

North 47°20'05" West, a distance of 85.38 feet to a point at the beginning of a tangent curve to the left having a central angle of 14°56'23", a radius of 20.00 feet, a chord bearing and distance of North 54°48'17" West, 5.20 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 5.21 feet to a point for corner on the easterly right-of-way line of aforesaid Union Park Blvd., and at the beginning of a non-tangent curve to the right having a central angle of 2°51'55", a radius of 500.00 feet, a chord bearing and distance of North 40°24'22" East, 25.00 feet, from which, a 5/8 inch iron rod with plastic cap stamped "Jones & Carter" found for corner bears a chord bearing and distance of South 32°20'51" West, 115.39;

THENCE in a northeasterly direction with said curve to the right and along the easterly right-of-way line of said Union Park Blvd., an arc distance of 25.00 feet to the **POINT OF BEGINNING** and containing 0.697 of an acre (30,368 square feet) of land, more or less.

Continued from Sheet 1


SYLVIANA GUNAWAN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6461
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
sylviana.gunawan@kimley-horn.com



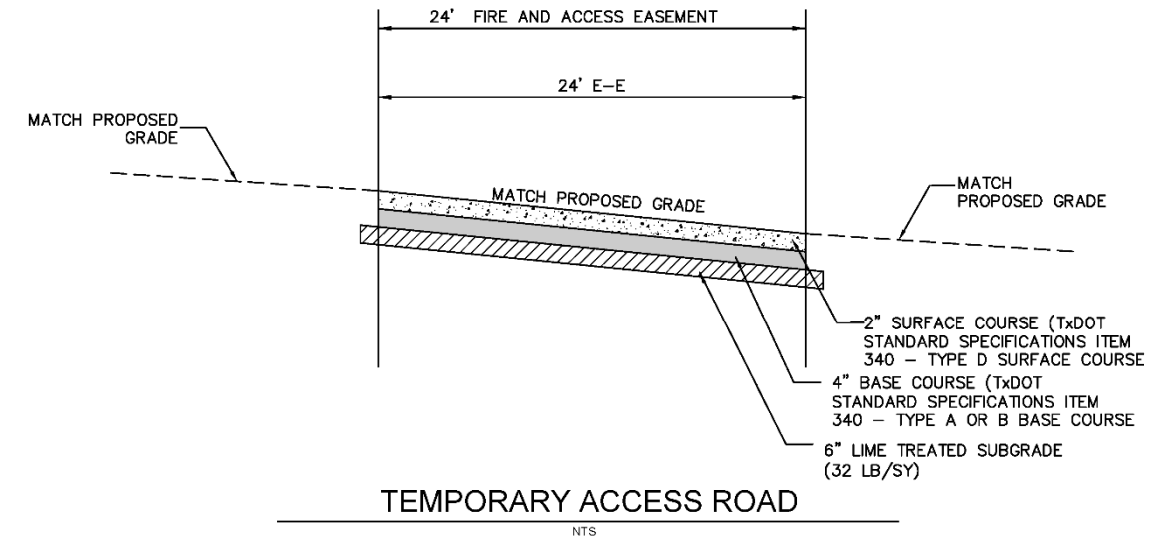
24' TEMPORARY ROAD
EASEMENT
THOMAS NAVO SURVEY,
ABSTRACT NO. 964
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SC	KH-A	7/8/2019	063230000	2 OF 4

PROJECT: UNION PARK
DRAWN BY: J. L. JONES
LAST DATE: 6/4/2019 4:28 PM
REVISION: 1
DATE: 6/4/2019 4:28 PM
BY: J. L. JONES
CHECKED BY: J. L. JONES
DATE: 6/4/2019 4:28 PM
PROJECT: UNION PARK
DRAWN BY: J. L. JONES
LAST DATE: 6/4/2019 4:28 PM
REVISION: 1
DATE: 6/4/2019 4:28 PM
BY: J. L. JONES
CHECKED BY: J. L. JONES
DATE: 6/4/2019 4:28 PM



Union Park

Little Elm, Texas

June 2019

Kimley»Horn

13455 Kimley Road
Two Galleria Office Towers, Suite 100
Dallas, TX 75245-9772-775-1505
State of Texas Registration No. F-526

TEMPORARY ACCESS EASEMENT

**THE STATE OF TEXAS §
 §
COUNTY OF DENTON §**

KNOW ALL MEN BY THE PRESENTS

That H4 LITTLE ELM, LP (hereinafter called Grantor, whether one or more), for the sum of TEN dollars (\$10.00) and other good valuable consideration paid by TOWN OF LITTLE ELM TEXAS, a Texas municipality (hereinafter called Grantee, whether one or more), the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Sell and Convey unto Grantee a temporary access easement (the “Temporary Access Easement”) upon and across a certain portion of real property owned by Grantor (the “Easement Area”) as described and depicted in Exhibit “A” attached hereto and incorporated herein, subject to the terms and conditions contained herein.

The Temporary Access Easement herein granted is exclusive and is granted subject to all matters of record in the Real Property Records of Denton County, Texas affecting the Easement Area and all matters which a current, accurate survey or physical inspection of the Easement Area may show (the “Permitted Exceptions”).

The easement rights and privileges herein granted shall be used only for the purpose of allowing the public to have vehicular ingress and egress along and upon the roadway improvements (the “Roadway”) located on the Easement Area to provide access between the streets known as Union Park Boulevard, Union Place and Pergola Parkway.

Grantee shall use commercially reasonable efforts to minimize damage to the Easement Area (with the exception of ordinary wear and tear). Pursuant to that certain Interlocal Agreement by and between the Town of Little Elm, Texas and Highway 380 Municipal Management District No. 1 (the “District”) dated August 29, 2019, the District shall maintain the Roadway and shall repair any damage to the Roadway or the surrounding Easement Area and restore the surface of the Easement Area from damage resulting from Grantee's use of the Easement Area.

Grantee shall not make any alterations, additions, or improvements to the Easement Area without Grantor’s prior written consent, which shall not be unreasonably withheld. Grantee and the users of the Temporary Access Easement shall at all times comply with all applicable laws, rules, and ordinances of any applicable governmental agency or authority when accessing the Easement Area. Grantee and the users of the Temporary Access Easement shall stay within the limits of the Easement Area. No trespassing, ingress or egress is allowed on Grantor’s adjacent property.

The easement rights and privileges herein granted shall expire and automatically terminate on the date of the sale or ground lease of all or a portion of the Easement Area to a third-party that is not an affiliate of Grantor as evidenced by the recording of a deed or memorandum of ground lease in the Real Property Records of Denton County, Texas. Upon such expiration and the request of any party to this Temporary Access Easement, Grantor and Grantee or their respective successors and assigns shall promptly cooperate to execute,

acknowledge, and record a termination of this Agreement in the Real Property Records of Denton County, Texas.

Grantor shall not be responsible for any claims, suits, losses, liability, costs and expenses from a User's use of the Property. A "User" is defined to include any person, other than the Town of Little Elm, Texas, using the Easement Area.

Grantor hereby binds Grantor's heirs, successors or assigns to warrant and forever defend the above-described Temporary Access Easement unto Grantee, its successors or assigns, against every person whomsoever lawfully claiming or to claim the same or to claim the same or any part thereof, except as to the Permitted Exceptions, by and through Grantor, but not otherwise.

. Grantor reserves and retains the right to grant other rights and easements across, over or under the Easement Area to such other persons as Grantor deems proper, provided such other grants do not unreasonably interfere with the use of the Temporary Access Easement by Grantee for the purpose set forth herein. Notwithstanding the foregoing, the Grantor, for itself and its successors and assigns, shall retain the rights to, and allow others to, construct driveways, parking, landscaping, and utilities over and across the Easement Area. No building or structure will be placed within the Easement Area without approval by the Grantee.

The Temporary Access Easement is not assignable by Grantee without the prior written consent of Grantor.

The obligations of Grantee set forth herein shall survive any termination of this Temporary Access Easement.

This instrument shall be binding upon the successors or assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed the _____ day of _____ 2022.

GRANTOR:

H4 Little Elm, LP,
a Texas limited partnership

BY: BOH Investment GP, LLC
a Delaware limited liability company.
its general partner

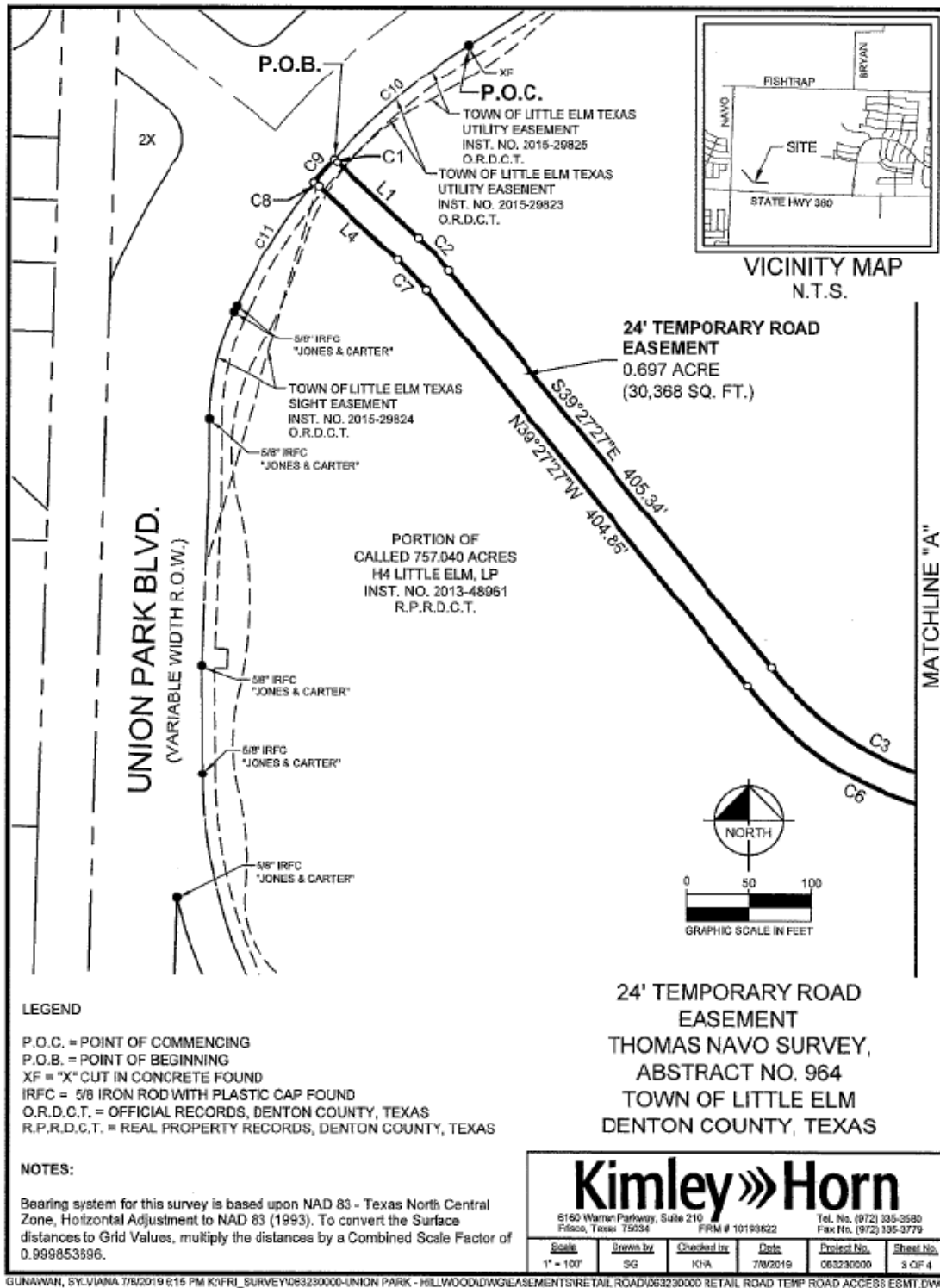
By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2022, by _____, _____ of BOH Investments GP, LLC, a Delaware limited liability company, general partners of H4 Little Elm, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

Notary Public, State of Texas

EXHIBIT "A"



MATCHLINE "A"

LINE TABLE		
NO.	BEARING	LENGTH
L1	S47°20'05"E	88.04'
L2	S69°04'58"E	54.90'
L3	N87°42'14"W	77.41'
L4	N47°20'05"W	85.38'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	10°01'23"	20.00'	3.50'	S42°19'24"E	3.49'
C2	7°52'38"	262.00'	36.02'	S43°23'46"E	35.99'
C3	51°39'42"	238.00'	214.60'	S62°52'22"E	207.40'
C4	19°37'15"	262.00'	89.72'	S78°53'36"E	89.28'
C5	15°10'21"	238.00'	63.02'	N81°07'03"W	62.84'
C6	51°32'54"	262.00'	235.72'	N62°55'46"W	227.85'
C7	7°52'38"	238.00'	32.72'	N43°23'46"W	32.70'
C8	14°56'23"	20.00'	5.21'	N54°48'17"W	5.20'
C9	2°51'55"	500.00'	25.00'	N40°24'22"E	25.00'
C10	16°08'16"	500.00'	140.83'	S49°54'27"W	140.36'
C11	13°15'08"	500.00'	115.65'	S32°20'51"W	115.39'

LEGEND

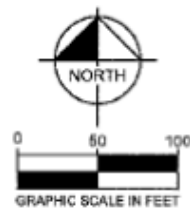
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
XF = "X" CUT IN CONCRETE FOUND
IRFC = 5/8 IRON ROD WITH PLASTIC CAP FOUND
O.R.D.C.T. = OFFICIAL RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T. = REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS

NOTES:

Bearing system for this survey is based upon NAD 83 - Texas North Central Zone, Horizontal Adjustment to NAD 83 (1993). To convert the Surface distances to Grid Values, multiply the distances by a Combined Scale Factor of 0.999853696.

PORTION OF
CALLED 757.040 ACRES
H4 LITTLE ELM, LP
INST. NO. 2013-48961
R.P.R.D.C.T.

24' TEMPORARY ROAD
EASEMENT
0.697 ACRE
(30,368 SQ. FT.)



Sylviana Gunawan

SYLVIANA GUNAWAN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6461
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 76034
PH. 972-335-3580
sylviana.gunawan@kimley-horn.com



24' TEMPORARY ROAD
EASEMENT
THOMAS NAVO SURVEY,
ABSTRACT NO. 964
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS

Kimley»Horn

5160 Warren Parkway, Suite 210
Frisco, Texas 75034
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SG	KHA	7/8/2019	063230000	4 OF 4

GUNAWAN, SYLVIANA 7/8/2019 9:15 PM K:\FRI_SURVEY\063230000-UNION PARK - HILLWOOD\DWG\EASEMENTS\RETAIL ROAD\063230000 RETAIL ROAD TEMP ROAD ACCESS ESMT.DWG

LEGAL DESCRIPTION

BEING a tract of land situated in the Thomas Navo Survey, Abstract No. 964, Denton County, Texas, and being a portion of a called 757.040 acre tract of land described in a deed to H4 Little Elm, LP, as recorded in Instrument No. 2013-48961 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at an "X" cut in concrete found on the easterly right-of-way line of Union Park Blvd., a 100 foot wide right-of-way, and at the beginning of a curve to the left having a central angle of 16°08'16", a radius of 500.00 feet, a chord bearing and distance of South 49°54'27" West, 140.36 feet;

THENCE in a southwesterly direction with said curve to the left and along the easterly right-of-way of said Union Park Blvd., an arc distance of 140.83 feet to the **POINT OF BEGINNING** of the herein described easement tract, and at the beginning of a non-tangent curve to the left having a central angle of 10°01'23", a radius of 20.00 feet, a chord bearing and distance of South 42°19'24" East, 3.49 feet;

THENCE departing the easterly right-of-way line of said Union Park Blvd., and crossing said 757.040 acre tract, the following:

In a southeasterly direction with said curve to the left, an arc distance of 3.50 feet to a point for corner;

South 47°20'05" East, a distance of 88.04 feet to a point at the beginning of a tangent curve to the right having a central angle of 7°52'38", a radius of 262.00 feet, a chord bearing and distance of South 43°23'46" East, 35.99 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 36.02 feet to a point for corner;

South 39°27'27" East, a distance of 405.34 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 51°39'42", a radius of 238.00 feet, a chord bearing and distance of South 62°52'22" East, 207.40 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 214.60 feet to a point for corner;

South 88°42'13" East, a distance of 404.76 feet to a point at the beginning of a tangent curve to the right having a central angle of 19°37'15", a radius of 262.00 feet, a chord bearing and distance of South 78°53'36" East, 89.28 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 89.72 feet to a point for corner;

South 69°04'58" East, a distance of 54.90 feet to a point for corner;

Continued on Sheet 2

24' TEMPORARY ROAD
EASEMENT
THOMAS NAVO SURVEY,
ABSTRACT NO. 964
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034

FIRM # 10190822

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale

Drawn by

Checked by

Date

Project No.

Sheet No.

NEA

SG

KH-A

7/8/2019

062230000

1 OF 4

GUNAWAN, SYLVANIA 7/8/2019 6:15 PM K:\FRI_SURVEY\003230000-UNION PARK - HILLWOOD\DWG\EASEMENTS\RETAIL ROAD\062230000 RETAIL ROAD TEMP ROAD ACCESS ESMT.DWG

North 87°42'14" West, a distance of 77.41 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 15°10'21", a radius of 238.00 feet, a chord bearing and distance of North 81°07'03" West, 62.84 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 63.02 feet to a point for corner;

North 88°42'13" West, a distance of 404.76 feet to a point at the beginning of a tangent curve to the right having a central angle of 51°32'54", a radius of 262.00 feet, a chord bearing and distance of North 62°55'46" West, 227.85 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 235.72 feet to a point for corner;

North 39°27'27" West, a distance of 404.85 feet to a point at the beginning of a tangent curve to the left having a central angle of 7°52'38", a radius of 238.00 feet, a chord bearing and distance of North 43°23'46" West, 32.70 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 32.72 feet to a point for corner;

North 47°20'05" West, a distance of 85.38 feet to a point at the beginning of a tangent curve to the left having a central angle of 14°56'23", a radius of 20.00 feet, a chord bearing and distance of North 54°48'17" West, 5.20 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 5.21 feet to a point for corner on the easterly right-of-way line of aforesaid Union Park Blvd., and at the beginning of a non-tangent curve to the right having a central angle of 2°51'55", a radius of 500.00 feet, a chord bearing and distance of North 40°24'22" East, 25.00 feet, from which, a 5/8 inch iron rod with plastic cap stamped "Jones & Carter" found for corner bears a chord bearing and distance of South 32°20'51" West, 115.39;

THENCE in a northeasterly direction with said curve to the right and along the easterly right-of-way line of said Union Park Blvd., an arc distance of 25.00 feet to the **POINT OF BEGINNING** and containing 0.697 of an acre (30,368 square feet) of land, more or less.

Continued from Sheet 1


SYLVIANA GUNAWAN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6461
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
sylviana.gunawan@kimley-horn.com



24' TEMPORARY ROAD
EASEMENT
THOMAS NAVO SURVEY,
ABSTRACT NO. 964
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034

PRM # 10193622

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	GC	IO-A	7/8/2019	053230000	2 OF 4

GUNAWAN, SYLVIANA 7/8/2019 6:15 PM K:\FRI SURVEY\053230000-UNION PARK - HILLWOOD\DWG\EASEMENTS\RETAIL ROAD\063230000 RETAIL ROAD TEMP ROAD ACCESS ESMT.DWG

CONSENT AND SUBORDINATION

The undersigned, TEXAS CAPITAL BANK, a Texas state bank, formerly known as Texas Capital Bank, National Association, a national banking association ("Lender"), hereby consents to the terms, provisions and conditions of that certain Temporary Access Easement to which this Consent and Subordination is attached (the "Easement") and, subject to the terms and provisions of this Consent and Subordination, subordinates the lien and security interests of that certain Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement, executed by **H4 LITTLE ELM, LP**, a Texas limited partnership, unto John Turpen, Trustee, in favor of Lender, dated September 19, 2019, filed of record September 20, 2019, under County Clerk's File No. 2019-118145, Real Property Records, Denton County, Texas, (the "Deed of Trust"), to the Easement, such that from and after the effective date of this Consent and Subordination, the terms, provisions and conditions of the Easement are and shall be prior and superior to the liens, security interest, terms and provisions of the Deed of Trust; provided, however, this Consent and Subordination: (i) shall not be construed or operate as a consent and subordination to any amendment to or modification of the Easement, or a release of the lien and security interests of the Deed of Trust, but shall instead confirm that the lien and security interests of the Deed of Trust shall hereafter be upon and against all of the property subject to the Easement; and (ii) shall not modify or amend the terms and provisions of the Deed of Trust.

LENDER:

TEXAS CAPITAL BANK,

a Texas state bank,

formerly known as Texas Capital Bank, National Association, a national banking association

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2022, by _____, _____ of TEXAS CAPITAL BANK, a Texas state bank, on behalf of said state bank.

[SEAL]

Notary Public – State of Texas

AFTER RECORDING, RETURN TO:

Douglas Peach
Deputy Town Manager
Town of Little Elm
100 W. Eldorado Parkway
Little Elm, TX 75068

SIDEWALK EASEMENT AGREEMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON §

THAT, H4 Little Elm, LP, a Texas limited partnership (hereinafter called “Grantor”), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by the **Town of Little Elm, Texas**, a Texas municipality (hereinafter called “Grantee”), the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby GRANT, SELL AND CONVEY unto Grantee, its successors and assigns, an exclusive sidewalk easement upon, over and across that certain property situated in the Town of Little Elm, Denton County, Texas described on **Exhibit “A”** attached hereto and incorporated herein by reference (the “Easement Property”) for the Easement Purpose (as hereinafter defined), together with all and singular the rights and appurtenances thereto (collectively, the “Easement”).

The Easement may be used for the purpose of constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating and removing a pedestrian sidewalk (the “Sidewalk”), together with all and singular the rights and appurtenances thereto, over and across the Easement Property (the “Easement Purpose”). Grantee, its officers, employees, agents, representatives, contractors, subcontractors, licensees, successors and assigns shall at all times have the right and privilege to access the Easement Property for the Easement Purpose.

Grantor agrees, for the consideration set forth herein, not to construct or place within the

Easement Property any buildings, structures, fences, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind, that may interfere with Grantee's use of the Easement without the prior written consent of Grantee. Grantee shall have the right to prevent the construction of, and to remove, and keep removed, all or parts of any building, structure, fence, or other obstruction, encroachment, or improvement, or any shrub, tree, or other growth, of any character that is located within the Easement Property which, in the judgment of Grantee, may endanger or in any way interfere with the construction, efficiency, or convenient and safe operation and maintenance of the Sidewalk or the exercise of Grantee's rights hereunder.

The Easement and the rights and privileges herein granted are and shall be perpetual, irrevocable, and exclusive to Grantee, its successors and assigns. Grantee may not assign, transfer, or otherwise convey this Sidewalk Easement Agreement without the prior written approval of Grantor, which approval shall not be unreasonably withheld. This Sidewalk Easement Agreement shall be construed under the laws of the State of Texas. Venue is in the county where the Easement Property is located.

If Grantee is unable to adequately access the Easement Property to construct, install, improve, maintain, repair, reconstruct, replace, relocate, or remove any part or all of the Sidewalk (any of the foregoing referred to herein as the "Sidewalk Work") within the Easement Property by using public rights-of-way, then the Grantee shall have, and is hereby granted, the right of ingress and egress over that portion of the Grantor's adjacent property within ten feet (10') of the boundary line of the Easement Property as is reasonably necessary for the limited purpose of accessing the Easement Property to perform the Sidewalk Work until the Grantee has completed each instance of the Sidewalk Work, at which point Grantee shall only access the Easement Property via public rights-of-way. After Grantee performs any Sidewalk Work, Grantee, at its sole cost and expense, shall restore the surface of the Easement Property, fences, and any surrounding property disturbed or damaged by the Sidewalk Work to substantially the condition existing immediately prior to the Sidewalk Work as is reasonably practicable, including the replacement of trees, shrubs, vegetation, landscaping, irrigation, and structures that were removed as a result of such Sidewalk Work. For the avoidance of doubt, any Sidewalk Work shall be performed at Grantee's sole cost and expense and will be performed in compliance with applicable laws and in a good and workmanlike manner. Maintenance of the Easement Area, including the Sidewalk, trees, shrubs, vegetation, bushes and

any other landscaping, and irrigation to maintain same, shall be Grantee's responsibility at Grantee's sole cost and expense.

In connection with Grantee's payment or non-payment to its contractors and agents for the performance of any Sidewalk Work, Grantee shall not create or place, permit to be created or placed, through any act or failure to act, acquiesce in the creation or placement of, or allow to remain, any lien (statutory, constitutional or contractual), security interest or encumbrance on the Easement Property. If any such lien, security interest or other encumbrance is placed upon the Easement Property, Grantee shall cause such lien, security interest or other encumbrance to be discharged within thirty (30) days of the filing or recording thereof and will hold Grantor harmless from any and all losses, costs, or expenses based on or arising out of such asserted claims or encumbrances.

This Sidewalk Easement Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument. No alteration or variation of this Sidewalk Easement Agreement shall be valid or binding unless contained in writing executed by the parties hereto. If any provision of this Sidewalk Easement Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Sidewalk Easement Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

Grantor shall not be responsible for any claims, suits, losses, liability, costs and expenses from a User's use of the Easement and/or the Easement Property. A "User" is defined to include any person, other than the Grantee, providing materials or service in connection with the Sidewalk Work.

TO HAVE AND TO HOLD the Easement, together with all and singular the rights, privileges, and appurtenances thereto, in anywise belonging to Grantee and Grantee's successors and assigns forever. Grantor does hereby bind Grantor and Grantor's heirs, successors and assigns to WARRANT AND FOREVER DEFEND the title to the Easement or any part of the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully

claiming or to claim the Easement or any part of the Easement.

SIGNED by my hand this ____, day of _____, 2022.

GRANTOR:

UNION PARK PHASE 5, LP,
a Texas limited partnership

BY: BOH Investment GP, LLC
a Delaware limited liability company.
its general partner

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2022

[SEAL]

Notary Public, State of Texas

TOWN OF LITTLE ELM, TEXAS

Name: _____

Title: _____

STATE OF TEXAS §

202

COUNTY OF _____ §

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2022

Notary Public, State of Texas

TOWN OF LITTLE ELM

ATTEST:

Caitlan Biggs, Town Secretary

EXHIBIT A

DESCRIPTION OF THE EASEMENT PROPERTY

TRACT 1:

BEING a tract of land situated in the Thomas Navo Survey, Abstract No. 964, Town of Little Elm, Denton County, Texas, and being a portion of a remainder of a called 757.040 acre tract of land described in a deed to H4 Little Elm, LP., as recorded in Instrument No. 2013-48961 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped "KHA" found for the southwest corner of a called 16.137 acre tract of land described in a deed to Union House, LP., as recorded in Instrument No. 2019-79777 of the Real Property Records of Denton County, Texas, common to the north end of the westerly terminus of Union Place, a 61 foot right-of-way, according to the Final Plat of Union Place, Phase 1 thereof recorded in Document No. 2021-473 of the Plat Records of Denton County, Texas, from which a 5/8 inch iron rod with plastic cap stamped "KHA" set for witness bears South 02°18'24" West, 61.00 feet;

THENCE North 66°47'00" West, departing said terminus and crossing said 757.040 acre tract, a distance of 1,265.75 feet to the **POINT OF BEGINNING** of the herein described easement tract;

THENCE continuing across said 757.040 acre tract, the following courses and distances:

North 66°47'00" West, a distance of 1,265.75 feet to the **POINT OF BEGINNING** of the herein described easement tract;

South 37°51'19" West, a distance of 8.75 feet to a point at the beginning of a tangent curve to the right with a radius of 34.00 feet, a central angle of 34°43'27", and a chord bearing and distance of South 55°13'03" West, 20.29 feet;

In a southwesterly direction, with said tangent curve to the right, an arc distance of 20.61 feet to a point at the beginning of a reverse curve to the left with a radius of 16.00 feet, a central angle of 43°01'23", and a chord bearing and distance of South 51°04'04" West, 11.73 feet;

In a southwesterly direction, with said reverse curve to the left, an arc distance of 12.01 feet to a point for corner;

South 29°33'23" West, a distance of 1.00 feet to a point for corner;

North 60°26'37" West, a distance of 10.00 feet to a point for corner;

North 29°33'23" East, a distance of 1.00 feet to a point at the beginning of a tangent curve to the right with a radius of 26.00 feet, a central angle of 43°01'23", and a chord bearing and distance of North 51°04'04" East, 19.07 feet;

In a northeasterly direction, with said tangent curve to the right, an arc distance of 19.52 feet to a point at the beginning of a reverse curve to the left with a radius of 24.00 feet, a central angle of 34°43'27", and a chord bearing and distance of North 55°13'03" East, 14.32 feet;

In a northerly direction, with said reverse curve to the left, an arc distance of 14.55 feet to a point for corner;

North 37°51'19" East, a distance of 8.75 feet to a point for corner;

South 52°08'41" East, a distance of 10.00 feet to the **POINT OF BEGINNING** and containing 0.010 of an acre (431 square feet) of land, more or less.

SIDEWALK EASEMENT
THOMAS NAVO SURVEY, ABSTRACT NO. 964
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034

Tel. No. (972) 335-3580
FIRM # 10193822

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JCC	KHA	01/25/2022	063230000	1 OF 5

G:\UNAWAN, SYLVIANA 5/9/2022 12:08 PM K:\FRI_SURVEY\063230000-UNION PARK - HILLWOOD\DWG\EASEMENTS\UNION PLACE PHASE 2\063230000 VARIABLE WIDTH AE TRACT 1.DWG

SIDEWALK EASEMENT AGREEMENT

TRACT 2:

BEING a tract of land situated in the Thomas Navo Survey, Abstract No. 964, Town of Little Elm, Denton County, Texas, and being a portion of a remainder of a called 757.040 acre tract of land described in a deed to H4 Little Elm, LP., as recorded in Instrument No. 2013-48961 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped "KHA" found for the southwest corner of a called 16.137 acre tract of land described in a deed to Union House, LP., as recorded in Instrument No. 2019-79777 of the Real Property Records of Denton County, Texas, common to the north end of the westerly terminus of Union Place, a 61 foot right-of-way, according to the Final Plat of Union Place, Phase 1 thereof recorded in Document No. 2021-473 of the Plat Records of Denton County, Texas, from which a 5/8 inch iron rod with plastic cap stamped "KHA" set for witness bears South 02°18'24" West, 61.00 feet;

THENCE North 64°28'59" West, departing said terminus and crossing said 757.040 acre tract, a distance of 1,253.62 feet to the **POINT OF BEGINNING** of the herein described easement tract;

THENCE continuing across said 757.040 acre tract, the following courses and distances:

North 52°08'41" West, a distance of 10.00 feet to a point for corner;

North 37°51'19" East, a distance of 10.80 feet to a point for corner;

North 42°10'07" West, a distance of 15.63 feet to a point for corner on the easterly right-of-way line of Union Park Boulevard, a 100 foot wide right-of-way, same being at the beginning of a non-tangent curve to the right with a radius of 500.00 feet, a central angle of 01°10'22", and a chord bearing and distance of North 45°44'15" East, 10.23 feet;

THENCE in a northeasterly direction, with said non-tangent curve to the right and along the easterly right-of-way line of said Union Park Boulevard, an arc distance of 10.23 feet to a point for corner;

THENCE departing the easterly right-of-way line of said Union Park Boulevard and crossing said 757.040 acre tract, the following courses and distances:

South 40°38'22" East, a distance of 14.18 feet to a point at the beginning of a non-tangent curve to the left with a radius of 41.00 feet, a central angle of 22°01'22", and a chord bearing and distance of North 22°49'33" East, 15.66 feet;

In a northeasterly direction, with said non-tangent curve to the left, an arc distance of 15.76 feet to a point at the beginning of a reverse curve to the right with a radius of 51.00 feet, a central angle of 18°52'12", and a chord bearing and distance of North 21°14'58" East, 16.72 feet;

In a northeasterly direction, with said reverse curve to the right, an arc distance of 16.80 feet to a point for corner on the easterly right-of-way line of said Union Park Boulevard, same being at the beginning of a non-tangent curve to the right with a radius of 500.00 feet, a central angle of 02°25'56", and a chord bearing and distance of North 50°50'13" East, 21.22 feet;

THENCE in a northeasterly direction, with said non-tangent curve to the right and along the easterly right-of-way line of said Union Park Boulevard, an arc distance of 21.23 feet to a point for corner;

Continued on Sheet No. 3

SIDEWALK EASEMENT
THOMAS NAVO SURVEY, ABSTRACT NO. 964
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034

Tel. No. (972) 335-3580
FIRM # 10193822

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JCC	KHA	01/25/2022	063230000	2 OF 5

GUNAWAN, SYLVIANA 5/9/2022 12:08 PM K:\FRI_SURVEY\063230000-UNION PARK - HILLWOOD\DWG\EASEMENTS\UNION PLACE PHASE 2\063230000 VARIABLE WIDTH AE TRACT 2.DWG

SIDEWALK EASEMENT AGREEMENT

Continued from Sheet 2:

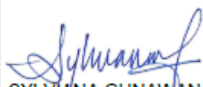
THENCE departing the easterly right-of-way line of said Union Park Boulevard and crossing said 757.040 acre tract, the following courses and distances:

South 35°59'33" East, a distance of 7.02 feet to a point at the beginning of a non-tangent curve to the left with a radius of 41.00 feet, a central angle of 43°35'27", and a chord bearing and distance of South 33°36'35" West, 30.45 feet;

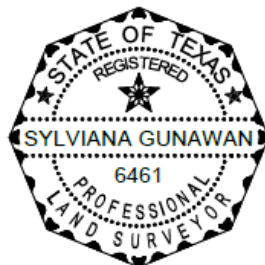
In a southwesterly direction, with said non-tangent curve to the left, an arc distance of 31.19 feet to a point at the beginning of a reverse curve to the right with a radius of 51.00 feet, a central angle of 26°02'28", and a chord bearing and distance of South 24°50'05" West, 22.98 feet;

In a southwesterly direction, with said reverse curve to the right, an arc distance of 23.18 feet to a point for corner;

South 37°51'19" West, a distance of 17.94 feet to the **POINT OF BEGINNING** and containing 0.019 acres (840 square feet) of land, more or less.



SYLVIANA GUNAWAN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6461
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
sylviana.gunawan@kimley-horn.com



SIDEWALK EASEMENT
THOMAS NAVO SURVEY, ABSTRACT NO. 964
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS

Kimley»Horn

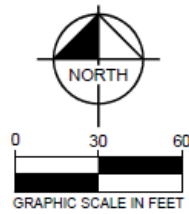
6160 Warren Parkway, Suite 210
Frisco, Texas 75034

Tel. No. (972) 335-3680
FIRM # 10193822

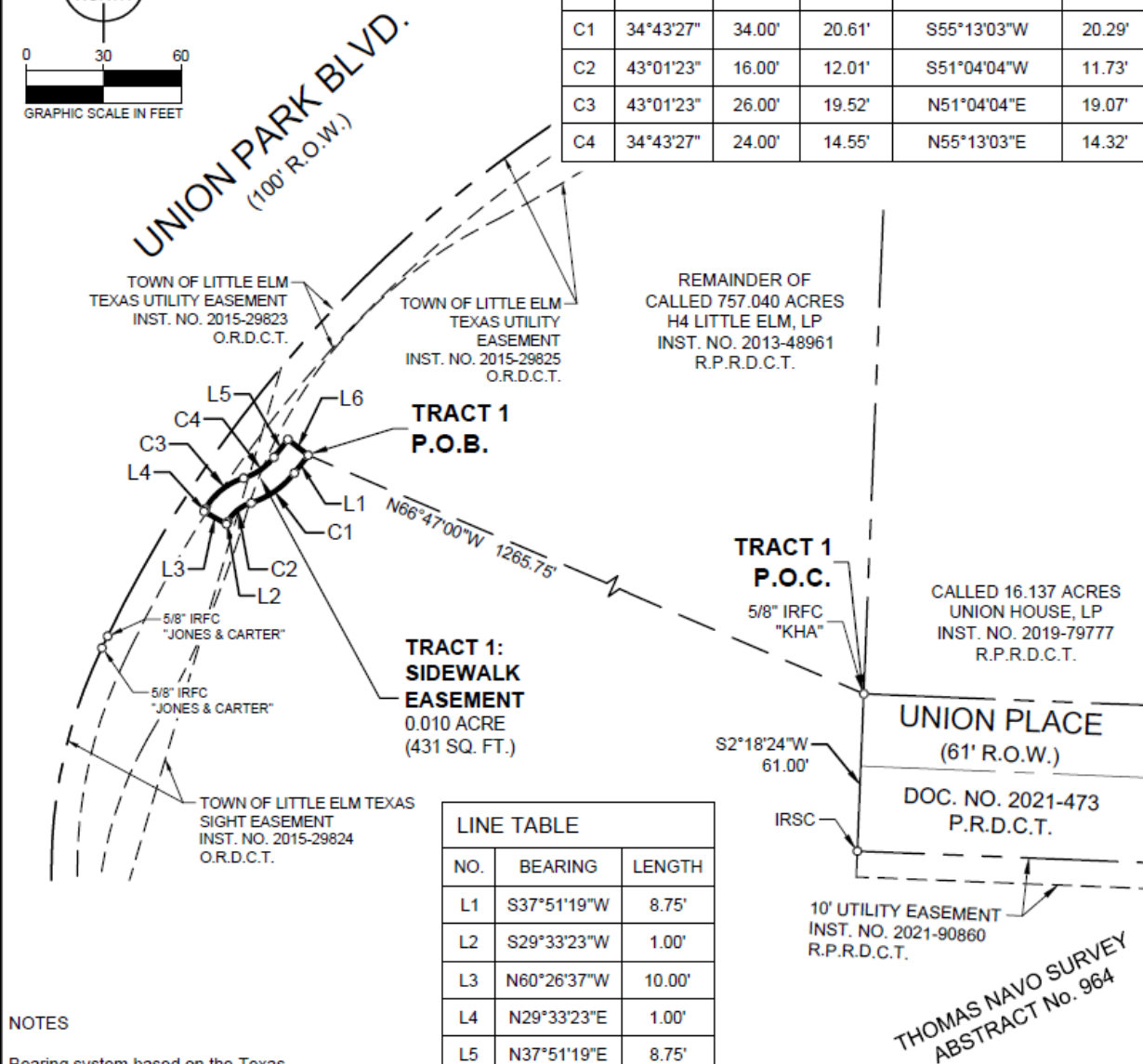
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JCC	KHA	01/25/2022	063230000	3 OF 5

GUNAWAN, SYLVIANA 5/9/2022 12:33 PM K:\FRI_SURVEY\063230000-UNION PARK - HILLWOOD\DWG\EASEMENTS\UNION PLACE PHASE 2\063230000 VARIABLE WIDTH AE TRACT 2.DWG

SIDEWALK EASEMENT AGREEMENT



CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	34°43'27"	34.00'	20.61'	S55°13'03"W	20.29'
C2	43°01'23"	16.00'	12.01'	S51°04'04"W	11.73'
C3	43°01'23"	26.00'	19.52'	N51°04'04"E	19.07'
C4	34°43'27"	24.00'	14.55'	N55°13'03"E	14.32'



**TRACT 1:
SIDEWALK
EASEMENT**
0.010 ACRE
(431 SQ. FT.)

LINE TABLE		
NO.	BEARING	LENGTH
L1	S37°51'19"W	8.75'
L2	S29°33'23"W	1.00'
L3	N60°26'37"W	10.00'
L4	N29°33'23"E	1.00'
L5	N37°51'19"E	8.75'
L6	S52°08'41"E	10.00'

NOTES

Bearing system based on the Texas
Coordinate System of 1983, North Central
Zone (4202), North American Datum of 1983.

LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
XF = "X" CUT FOUND IN CONCRETE
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
O.R.D.C.T. = OFFICIAL RECORDS OF
DENTON COUNTY, TEXAS
R.P.R.D.C.T. = REAL PROPERTY
RECORDS, DENTON
COUNTY, TEXAS

SIDEWALK EASEMENT
THOMAS NAVO SURVEY, ABSTRACT NO. 964
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS

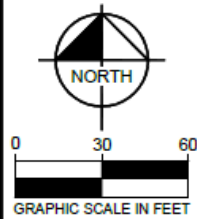
Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034

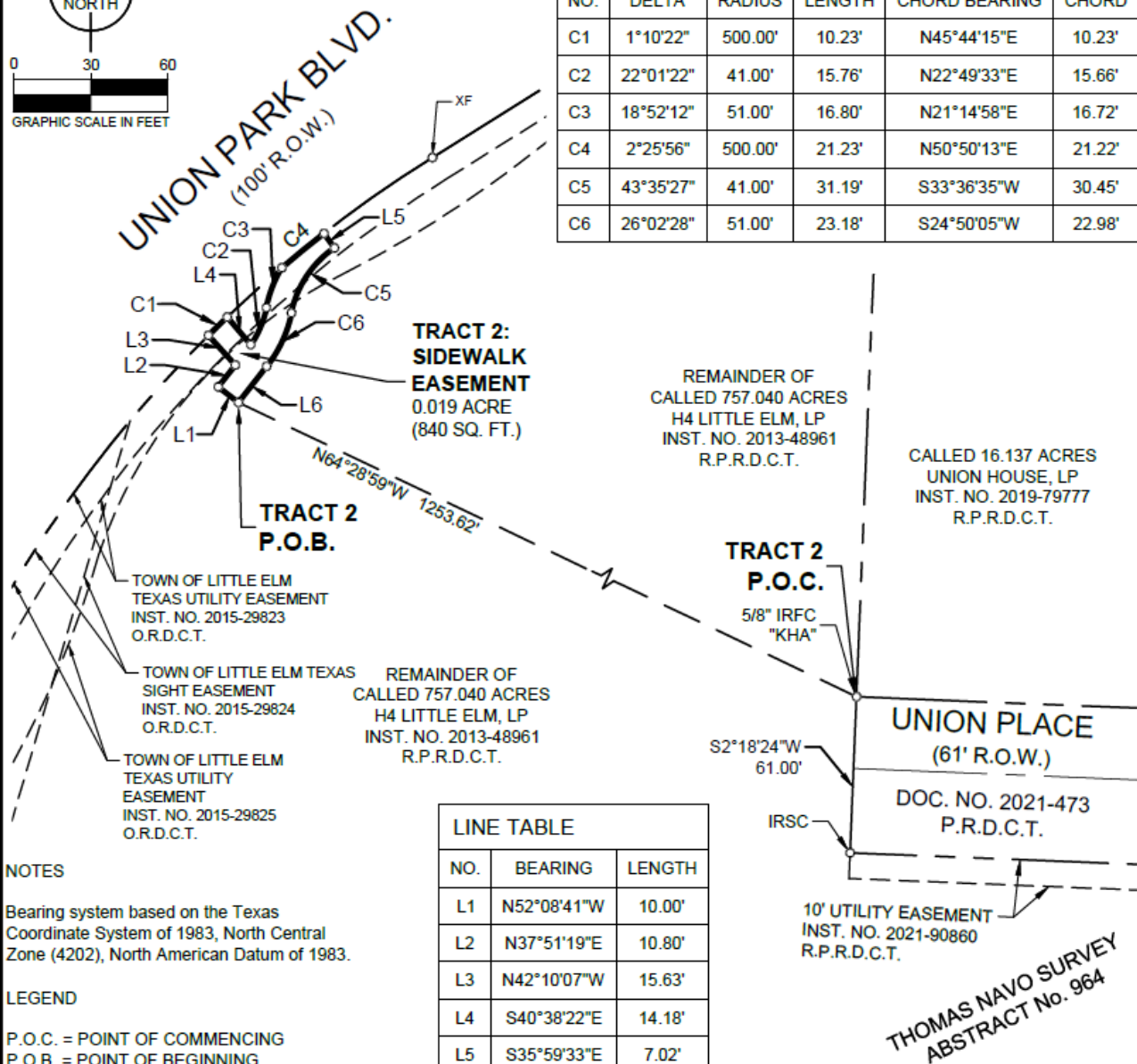
Tel. No. (972) 335-3580
FIRM # 10193822

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	JCC	KHA	01/25/2022	063230000	4 OF 5

GUNAWAN, SYLVANIA 5/9/2022 12:30 PM K:\FRI_SURVEY\063230000-UNION PARK - HILLWOOD\DWG\EASEMENTS\UNION PLACE PHASE 2\063230000 VARIABLE WIDTH AE TRACT 1.DWG



CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	1°10'22"	500.00'	10.23'	N45°44'15"E	10.23'
C2	22°01'22"	41.00'	15.76'	N22°49'33"E	15.66'
C3	18°52'12"	51.00'	16.80'	N21°14'58"E	16.72'
C4	2°25'56"	500.00'	21.23'	N50°50'13"E	21.22'
C5	43°35'27"	41.00'	31.19'	S33°36'35"W	30.45'
C6	26°02'28"	51.00'	23.18'	S24°50'05"W	22.98'



NOTES

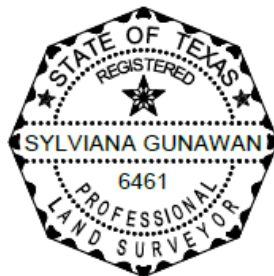
Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
XF = "X" CUT FOUND IN CONCRETE
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
O.R.D.C.T. = OFFICIAL RECORDS OF DENTON COUNTY, TEXAS
R.P.R.D.C.T. = REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS

LINE TABLE		
NO.	BEARING	LENGTH
L1	N52°08'41"W	10.00'
L2	N37°51'19"E	10.80'
L3	N42°10'07"W	15.63'
L4	S40°38'22"E	14.18'
L5	S35°59'33"E	7.02'
L6	S37°51'19"W	17.94'

Sylviana
SYLVIANA GUNAWAN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6461
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
sylviana.gunawan@kimley-horn.com



SIDEWALK EASEMENT
THOMAS NAVO SURVEY, ABSTRACT NO. 964
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS

6160 Warren Parkway, Suite 210
Frisco, Texas 75034

Tel. No. (972) 335-3580
FIRM # 10193822

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	JCC	KHA	01/25/2022	063230000	5 OF 5

GUNAWAN, SYLVIANA 5/9/2022 12:31 PM K:\FRI_SURVEY\063230000-UNION PARK - HILLWOOD\DWG\EASEMENTS\UNION PLACE PHASE 2\063230000 VARIABLE WIDTH AE TRACT 2.DWG