LITTLE ELM

WORKSHOP & REGULAR MEETING
OF THE TOWN COUNCIL

Tuesday, April 18, 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. Present and Discuss Town Purchase Card Program.

2. **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   C. Items to be Withdrawn from Consent Agenda.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.

3. **Presentations.**

A. Present a **Recognition for Participants of the Mayor's Math Challenge.**

B. Present a **Recognition to Friends of the Little Elm Animal Shelter (FLEAS) for a Donation to the Animal Shelter.**

C. Present a **Recognition for Staff Sergeant Brian C. Shoemaker.**

D. Present a **Proclamation Declaring April 22, 2023 as Earth Day.**

E. Present a **Proclamation Declaring April 23 through 29, 2023 as Disability Book Week.**

F. Present a **Proclamation Declaring April 2023 as Child Abuse Prevention Month.**

G. Present a **Proclamation Declaring April 2023 as Sexual Assault Awareness Month.**

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 March 28, 2023, Special Town Council Meeting.**

B. Consider Action to Approve **Resolution No. 0418202301 Declaring the Public Necessity to Acquire Fee Simple Right-of-Way Across Certain Property Located at the Southwest Corner of US-389 and Spiritas Parkway.**

C. Consider Action to Approve **Resolution No. 0418202302 Approving Submission of the Grant Application for Bullet Resistant Shield Program to the Office of the Governor.**

D. Consider Action to Approve **Ordinance No. 1706 Amending the FY 2022-2023 Annual Budget in Accordance with Existing Statutory Requirements; Appropriating the Various Amounts Herein; Repealing all prior Ordinances and Actions in Conflict Herewith; and Providing for an Effective Date.**

E. Consider Action to Approve **Ordinance No. 1707 Regarding the Abandonment of a Certain Portion of Crestwood Place, Authorizing the Transfer of Ownership to the Abutting Landowner, and Providing an Effective Date.**

F. Consider Action to Award a **Professional Services Contract to Brown Reynolds Watford Architects, Inc. (BRW) in an Amount not to Exceed $1,462,250 for the Design of the Little Elm Public Safety Annex Project.**

G. Consider Action to Approve a **Development Agreement Associated with the Lakefront Residential Overlay District, between the Town of Little Elm and Ana Carbajal, Property Owner of 209 Alice Drive.**

H. Consider Action to Approve a **Development Agreement associated with the Lakefront Residential Overlay District, between the Town of Little Elm, and Charles Conrad Rogers and Laura Abarbanel, Property Owners of 113 West Park Drive.**

6. **Regular Items.**

A. Present, Discuss, and Consider Action to Approve a **Development Agreement Amendment between the Town of Little Elm and Denton Independent School District.**

7. **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.

8. **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.

9. **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 14 day of April 2023 before 5:00 p.m.

Date:	04/18/2023
Agenda Item #:	1. A.
Department:	Finance
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Present and Discuss Town Purchase Card Program.

DESCRIPTION:

Town Purchasing Manager, Rebecca Hunter, will give an overview of Purchase Card Program and the Audit that has been performed.

BUDGET IMPACT:

There is no budget impact on this item.

RECOMMENDED ACTION:

Informational only, no action is required.

Date:	04/18/2023
Agenda Item #:	3. 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 **Recognition for Participants of the Mayor's Math Challenge.**

DESCRIPTION:

The Mayor's Math Challenge ended with a math carnival on March 14, 2023. Mayor Cornelious will recognize participants and winners of this year's challenge.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Date:	04/18/2023
Agenda Item #:	3. 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 **Recognition to Friends of the Little Elm Animal Shelter (FLEAS) for a Donation to the Animal Shelter.**

DESCRIPTION:

The Friends of the Little Elm Animal Shelter (FLEAS) raised $5,000 to retrofit the Animal Shelter. FLEAS reached their goal for the project "Soundproofing and Providing Soothing Music To Create Calm Environment for our Shelter Dogs" and is now presenting the funds in a grant to Little Elm Animal Services.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Date:	04/18/2023
Agenda Item #:	3. C.
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 **Recognition for Staff Sergeant Brian C. Shoemaker.**

DESCRIPTION:

The Little Elm Veterans Committee will present a recognition for Staff Sergeant Brian C. Shoemaker for receiving the Air and Space Commendation Medal.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Date:	04/18/2023
Agenda Item #:	3. D.
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 April 22, 2023 as Earth Day.**

DESCRIPTION:

Mayor Cornelious will present a proclamation declaring April 22, 2023 as Earth Day.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

2023 Earth Day Proclamation

LITTLE ELM

Proclamation

WHEREAS, the first Earth Day was proclaimed in 1970 to educate people on responsible environmental stewardship, protect the environment and conserve resources; and

WHEREAS, the global theme for Earth Day 2023 is “Invest in Our Planet”, is focused on accelerating solutions to combat our greatest threat, climate change, and to activate everyone – governments, citizens, and businesses – to do their part. Everyone accounted for, and everyone accountable; and

WHEREAS, this annual celebration is a reminder of the constant need for environmental activism, stewardship commitments, and sustainability efforts for current and future generations; and

WHEREAS, everyone must step forward and take action to create a positive environmental change to combat the global challenges; and

WHEREAS, Keep Little Elm Beautiful celebrates and supports Earth Day by implementing a variety of activities to engage our community’s awareness and participation to restore our planet.

NOW, THEREFORE, we declare April 22, 2023 as **Earth Day 2023** in the Town of Little Elm, Texas, and invite and encourage our community and businesses to use this day to celebrate the Earth and to commit to creating a cleaner and healthier environment for a better quality of life for current and future generations by planting trees, gardening, picking up litter, recycling, and conserving energy and water.

Given under my hand and Seal of the Town of Little Elm, Texas, this 18th day of April, 2023.

_____

Curtis J. Cornelious, Mayor of Little Elm

Date:	04/18/2023
Agenda Item #:	3. E.
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 April 23 through 29, 2023 as Disability Book Week.**

DESCRIPTION:

Mayor Cornelious will present a proclamation declaring April 23 through 29, 2023 as Disability Book Week.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

2023 Disability Book Week Proclamation

LITTLE ELM

Proclamation

WHEREAS, the disability experience is a natural part of life and is valued as a part of our rich diversity, yet the disabled community is underrepresented in literary works; and

WHEREAS, disability is a social construct. The issue at hand is not the presence of a medical condition residing within the individual, but that society does not create a welcoming, supportive environment for all. Inclusion is essential at all levels; and

WHEREAS, while the public is aware of inclusion of race, religion, political persuasion, and other identifiers, there is a limited awareness of disability inclusion in literature, and the burden of awareness has fallen to the shoulders of those impacted by disabilities, either directly or indirectly; and

WHEREAS, the most effective way to increase awareness is through everyone's openness to learn and acknowledge that there are systemic barriers that reduce the likelihood of those with disabilities enjoying equitable experiences; and

WHEREAS, through the advocacy effort, Disability Book Week is dedicated to increasing awareness and inclusion of authors with disabilities and books featuring characters with disabilities, and provide the opportunity for all to identify with, and see themselves represented in published literary works; and

WHEREAS, Disability Book Week provides an opportunity for schools, libraries, and the public in general to raise awareness of the underrepresented disability population. It is costly to our communities when awareness remains limited because society misses out on the rich talents and experiences those with disabilities have to offer; and

NOW, THEREFORE, we declare April 23 through April 29, 2023 as **Disability Book Week** and call on all residents to create ways to include everyone, especially those with developmental disabilities.

Given under my hand and Seal of the Town of Little Elm, Texas, this 18th day of April, 2023.

_____

Curtis J. Cornelious, Mayor of Little Elm

Date:	04/18/2023
Agenda Item #:	3. F.
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 April 2023 as Child Abuse Prevention Month.**

DESCRIPTION:

Mayor Cornelious will present a proclamation declaring April 2023 as Child Abuse Prevention Month.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

2023 Child Abuse Prevention Month Proclamation

LITTLE ELM

Proclamation

WHEREAS, there were 589 children affected by abuse and neglect served by CASA of Denton County in 2022; and

WHEREAS, more than 240 volunteers from Denton County work with the organization annually by giving their time to ensure safety for our community's children; and

WHEREAS, our youngest citizens need and deserve to be surrounded by love and positive relationships, while being given guidance and protection.

NOW, THEREFORE, in honor of all children in Denton County, we declare **April 2023** as **Child Abuse Prevention Month** and commend the work of CASA of Denton County volunteers in advocating for children during this difficult time in their lives.

Given under my hand and Seal of the Town of Little Elm, Texas, this 18th day of April, 2023.

_____

Curtis J. Cornelious, Mayor of Little Elm

Date:	04/18/2023
Agenda Item #:	3. G.
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 April 2023 as Sexual Assault Awareness Month.**

DESCRIPTION:

Mayor Cornelious will present a proclamation declaring April 2023 as Sexual Assault Awareness Month.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

2023 Sexual Assault Awareness Month Proclamation

LITTLE ELM

Proclamation

WHEREAS, sexual harassment, abuse, and assault are widespread problems. In the United States alone, nearly one in five women and one in 33 men have been raped at some time in their lives, and one in four girls and one in 6 boys is sexually abused by their 18th birthday. In fact, an American is sexually assaulted every 68 seconds; and

WHEREAS, sexual assault affects every adult, teen, and child in Denton County either as a victim/survivor of sexual assault or as a family member, significant other, friend, neighbor, or co-worker; and

WHEREAS, few survivors of sexual violence seek help immediately after victimization due to shame or fear of not being believed. In order to end sexual assault, we must alleviate these fears. We must begin by believing; and

WHEREAS, Denton County Friends of the Family staff and volunteers provide comprehensive and compassionate services to those impacted by sexual assault, including a Survivor Advocate Team responding 24/7 to local hospitals and law enforcement agencies to support victims of sexual assault; and

WHEREAS, April 2023 marks the twenty-first anniversary of Sexual Assault Awareness Month during which Denton County Friends of the Family will be intensifying efforts to promote public understanding of sexual assault, publicizing their services, emphasizing the need for increased community support for their agency, and to increase awareness of needs of survivors.

NOW, THEREFORE, we declare **April 2023** as **Sexual Assault Awareness Month** and encourage all residents to learn more about the effects of sexual assault and how to support survivors

Given under my hand and Seal of the Town of Little Elm, Texas, this 18th day of April, 2023.

_____

Curtis J. Cornelious, Mayor of Little Elm

Date:	04/18/2023
Agenda Item #:	5. A.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Consider Action to Approve the **Minutes from the March 28, 2023, Special Town Council Meeting.**

DESCRIPTION:

The minutes from the March 28, 2023, special Town Council meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes- March 28, 2023

D R A F T

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 MARCH 28, 2023 - 6:00 p.m.

Present: Mayor Curtis J. Cornelious; Council Member Neil Blais; Council Member Jamell Johnson; Council Member Michael McClellan

Absent: Council Member Tony Singh; Mayor Pro Tem Lisa Norman

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; Rodney Harrison, Police Chief

1. Roll Call/Call to Order Special Town Council Meeting at 6:00 p.m.

Meeting was called to order at 6:01 p.m.

A. Invocation.

Council Member Neil 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 presented the updated Little Elm Cultural Road Map to Town Council.

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

None.

2. **Presentations.**

A. Present a **Proclamation Declaring March through May 2023 as North Texas Community Cleanup Challenge Months.**

The Mayor presented the proclamation.

B. Present **Town Manager Challenge Coins.**

Town Manager Matt Mueller and Mayor Cornelious presented the challenge coins to Building Inspectors Michael Zanotto and Cory McDonald for receiving multiple certifications. He also presented a years of service coin to Town Engineer Wesley Brandon for five years of service.

C. Present the **Fiscal Year 2020-2021 GFOA Excellence in Financial Reporting Award and the Fiscal Year 2020-2021 GFOA Oustanding Achievement in Popular Financial Reporting.**

The Mayor presented the awards.

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 551.007, 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 Jamell Johnson, seconded by Council Member Michael McClellan ***to approve the Consent Agenda.***

Vote: 4 - 0 - Unanimously

A. Consider Action to Approve the **Minutes from the March 7, 2023, Regular Town Council Meeting.**

B. Consider Action to Approve **Resolution No. 0328202301 for the Submission of a Grant Application to the Officer of Governor for Fiscal Year 2024 for Victim Assistance, General Victim Assistance Direct Services Program.**

C. Consider Action to Approve **Ordinance No. 1705 Amending the Town of Little Elm's Employee Manual.**

D. Consider Action to Approve **Appointments to the Community Development Corporation (CDC) Board of Directors.**

E. Consider Action to Approve a **Facility Use Agreement with Wave Breaker Watercraft Rentals.**

F. Consider Action to Approve **Resolution No. 0328202302 Approving a Hazard Mitigation Action Plan.**

G. Consider Action to Award a **Construction Contract for the FM 423 Green Ribbon Landscaping Improvement Project Phase 2 (Bid #2022-14) to Central North Construction, LLC in an amount not to exceed $1,194,256.30.**

5. Regular Items.

A. Present, Discuss, and Consider Action to **Accept the Town's Independent Audit Report and the Annual Comprehensive Financial Statement and Federal and State Single Audit Reports for the Fiscal Year ended September 30, 2022.**

Chief Financial Officer Kelly Wilson introduced John Deburro with Weaver, the Town's auditor. He gave an overview of the audit in the attached presentation.

Motion by Council Member Michael McClellan, seconded by Council Member Neil Blais **to accept the Town's Independent Audit Report and the Annual Comprehensive Financial Statement and Federal and State Single Audit Reports for the Fiscal Year ended September 30, 2022.**

Vote: 4 - 0 - Unanimously

B. Present, Discuss, and Consider Action to **Accept the Town's "Financial Highlights" for the Fiscal Year ended September 30, 2022.**

Chief Financial Officer Kelly Wilson gave an overview of the item.

Motion by Council Member Michael McClellan, seconded by Council Member Jamell Johnson **to accept the Town's "Financial Highlights" for the Fiscal Year ended September 30, 2022.**

Vote: 4 - 0 - Unanimously

C. Present and Discuss the **Potential Cancellation of the April 4, 2023, Regular Town Council Meeting.**

Motion by Council Member Jamell Johnson, seconded by Council Member Michael McClellan ***to cancel the April 4, 2023, Regular Town Council meeting.***

Vote: 4 - 0 - Unanimously

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.

Town Council convened into Executive Session at 6:43 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.

Town Council reconvened into Open Session at 6:58 p.m. No action was taken.

8. Adjourn.

Meeting adjourned at 6:58 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this _____day of _____2023.

Date:	04/18/2023
Agenda Item #:	5. B.
Department:	Economic Development Corporation
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve **Resolution No. 0418202301 Declaring the Public Necessity to Acquire Fee Simple Right-of-Way Across Certain Property Located at the Southwest Corner of US-389 and Spiritas Parkway.**

DESCRIPTION:

This Resolution authorizes the Town Manger, or his designee, to negotiate for and to acquire the ROW for the Town, and to acquire said rights in compliance with State and Federal law. The Town Manager is specifically authorized and directed to do each and every act necessary to acquire the ROW including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, and to designate a qualified appraiser of the ROW to be acquired when such appraisal is necessary, as well as any other experts or consultants that he deems necessary for the acquisition process and, if necessary, to institute proceedings in eminent domain.

BUDGET IMPACT:

Currently, there is no budget impact with this item. Depending on the process of which the ROW is acquired, there could be an impact in the future.

RECOMMENDED ACTION:

Staff recommends approval of Resolution 0418202301 as presented.

Attachments

Resolution 0318202301 Keck ROW Acquisition

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 0418202301

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, DECLARING THE PUBLIC NECESSITY TO ACQUIRE FEE SIMPLE RIGHT-OF-WAY ("ROW") ACROSS CERTAIN PROPERTY LOCATED AT THE SOUTHWEST CORNER OF US-380 AND SPIRITAS PARKWAY (PROPOSED), AS MORE PARTICULARY SHOWN IN *EXHIBIT A* ATTACHED HERETO; AUTHORIZING THE TOWN MANAGER TO EXECUTE DOCUMENTS FOR THE ACQUISITION OF THE ROW; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE TOWN MANAGER TO ESTABLISH JUST COMPENSATION FOR THE ROW TO BE ACQUIRED; AUTHORIZING THE TOWN MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED ROW IN COMPLIANCE WITH ALL APPLICABLE LAWS AND RESOLUTIONS; AUTHORIZING THE TOWN MANAGER TO MAKE A BONA FIDE WRITTEN OFFER TO ACQUIRE SAID ROW; AUTHORIZING THE TOWN MANAGER AND STAFF TO USE EMINENT DOMAIN TO CONDEMN THE NEEDED ROW; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Little Elm, Texas ("**Town Council**"), has determined that a public need and necessity exists for the Town of Little Elm, Texas ("**Town**"), to acquire fee simple right-of-way ("**ROW**") through certain property located at the southwest corner of US-380 and Spiritas Parkway (Proposed), the location of such property, and the ROW to be acquired from such property, are generally identified and set forth in the metes and bounds description and survey map attached hereto as ***Exhibit A***, for use in conjunction with the FM 2931 Right-of-Way Project ("**Project**"); and

WHEREAS, the Project shall include, among other matters, the construction of roadway improvements within the ROW; and

WHEREAS, the Town Council desires to acquire fee simple right-of-way in the ROW for the Project; and

WHEREAS, the Town Council desires that the Town Manager, or his designee, take all necessary steps to acquire the ROW including, but not limited to, the retention of appraisers, engineers, and other consultants and experts, and to negotiate the purchase of the ROW and, if unsuccessful in purchasing the ROW, that the Town Attorney, or his designee, be authorized to institute condemnation proceedings to acquire the ROW without further approval by the Town Council, which approval to authorize the use of the power of eminent domain to acquire the ROW for the Project is hereby expressly authorized by the Town Council through the passage of this resolution.

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

SECTION 1. All of the above premises are true and correct legislative and factual findings of the Town Council, and they are hereby approved, ratified and incorporated into the body of this resolution as if copied in their entirety.

SECTION 2. The Town Council hereby finds and determines that a public purpose and necessity exists for the Town to acquire the ROW for the Project, as set forth in ***Exhibit A*** attached hereto.

SECTION 3. The Town Manager, or his designee, is authorized and directed to negotiate for and to acquire the ROW for the Town, and to acquire said rights in compliance with State and Federal law. The Town Manager is specifically authorized and directed to do each and every act necessary to acquire the ROW including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, and to designate a qualified appraiser of the ROW to be acquired when such appraisal is necessary, as well as any other experts or consultants that he deems necessary for the acquisition process and, if necessary, to institute proceedings in eminent domain.

SECTION 4. The Town Manager, or any individual he may so designate, is appointed as negotiator for the acquisition of the ROW and, as such, the Town Manager is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference, subject to the availability of funds appropriated by the Town Council for such purpose. The Town Manager is specifically authorized to establish the just compensation for the acquisition of the ROW. If the Town Manager, or his designee, determines that an agreement as to damages or compensation cannot be reached, then the Town Attorney or his designee is hereby authorized and directed to file or cause to be filed, against the owners and interested parties of the ROW proceedings in eminent domain to acquire the Required Property Interests.

SECTION 5. This Resolution shall take effective immediately upon its passage.

DULY PASSED AND APPROVED, by the Town Council of the Town of Little Elm, Texas on this 18th day of April, 2023

APPROVED:

_____

Curtis J. Cornelious, Mayor

ATTEST:

_____

Kate Graham, Acting Town Secretary

APPROVED AS TO FORM:

_____

Robert F. Brown, Town Attorney

Exhibit A

ROW Exhibit

LEGAL DESCRIPTION

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract Number 662, in the Town of Little Elm, Denton County, Texas, and being part of that certain tract of land described in deed to Mary Caroline Mims, Katherine Ann Nash, and Laura Eliza Elizabeth Keck recorded in Volume 4262, Page 877, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described by metes and bounds as follows:

BEGINNING at 5/8-inch iron rod with blue plastic cap stamped "BCG 10194538" set on the southerly right-of-way line of U.S. Highway No. 380 (variable width right-of-way), and being located at the most southerly southeast corner of that certain tract of land described as Parcel 25 in Judgement Deed to the State of Texas recorded in Document Number 2021-227713, RPRDCT, and also being the most southerly southwest corner of that certain tract of land described as Parcel 28 in Judgement Deed to the State of Texas recorded in Document Number 2022-148109, RPRDCT;

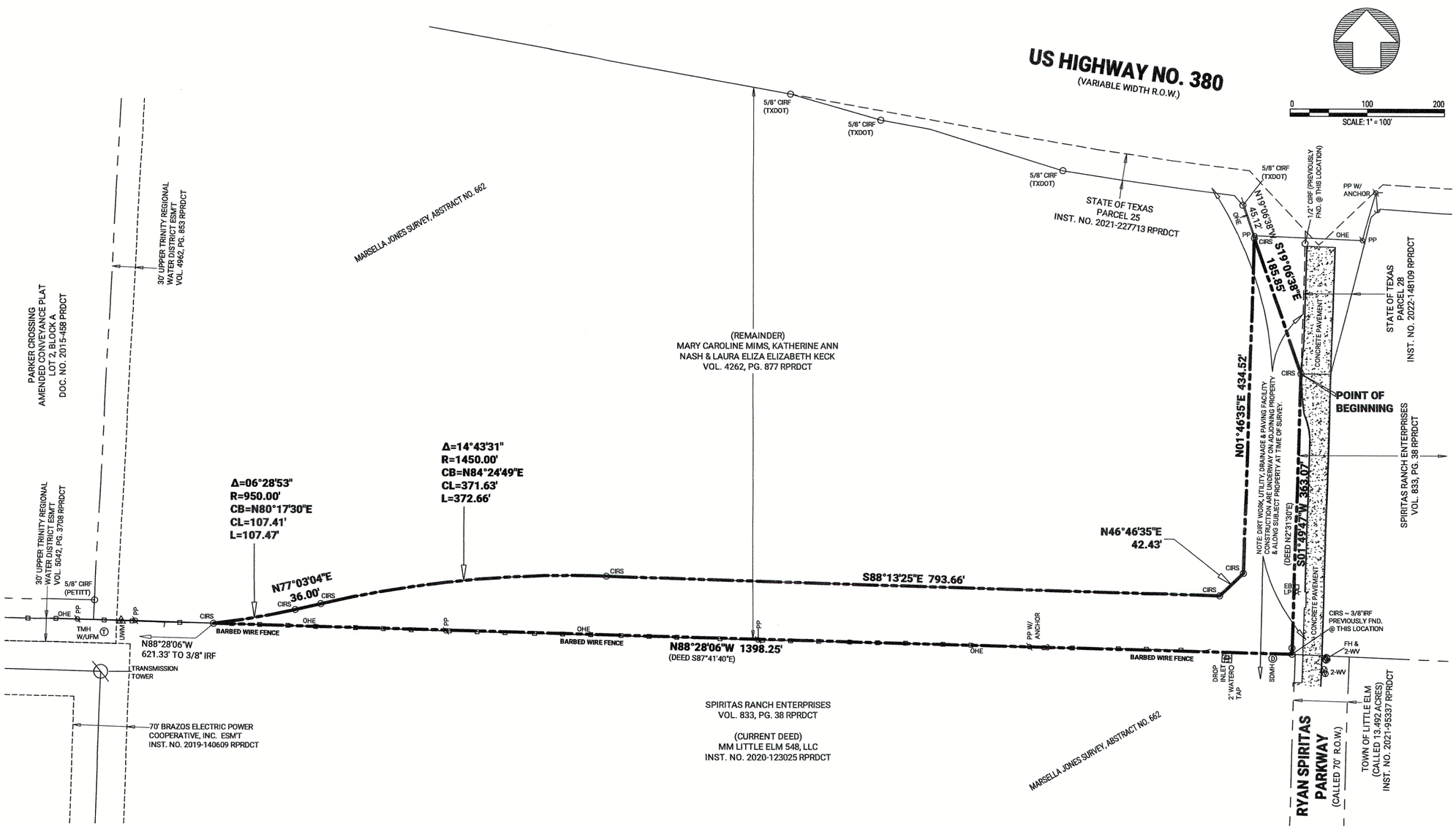
THENCE South 01º49'47" West, with a west line of that certain tract of land described in deed to Spiritas Ranch Enterprises recorded in Volume 833, Page 38, RPRDCT, a distance of 363.07 feet to a 5/8-inch iron rod with blue plastic cap stamped "BCG 10194538" set for corner at the location where a 3/8-inch iron rod was previously found;

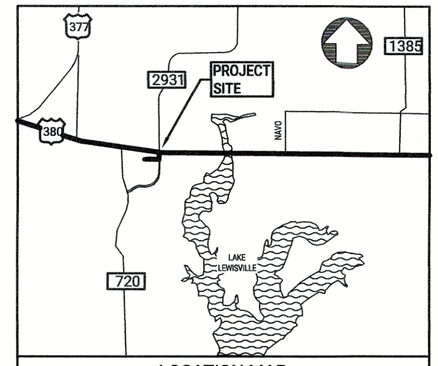
THENCE North 88º28'06" West, with a north line of said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, a distance of 1398.25 feet to a 5/8-inch iron rod with blue plastic cap stamped "BCG 10194538" set for corner, from which a 3/8-inch iron rod found at a northwest corner of said Spiritas Ranch Enterprises tract bears North 88º28'06" West, a distance of 621.33 feet, said set iron rod being the beginning of a non-tangent curve to the left;

THENCE over and across said Mary Caroline Mims, Katherine Ann Nash, and Laura Eliza Elizabeth Keck tract, the following courses to 5/8-inch iron rods with blue plastic cap stamped "BCG 10194538" set for corner:

> North 77º03'04" East, a distance of 36.00 feet, and the beginning of a tangent curve to the right;
>
> With said curve which has a central angle of 14°43'31", a radius of 1450.00 feet, a chord which bears North 84°24'49" East, a chord distance of 371.63 feet, and for an arc distance of 372.66 feet;
>
> South 88º13'25" East, a distance of 793.66 feet;
>
> North 46º46'35" East, a distance of 42.43 feet;
>
> And North 01º46'35" East, a distance of 434.52 feet, said iron rod being located on said southerly right-of-way line of U.S. Highway No. 380 according to said Parcel 25;

THENCE South 19º06'38" East, with said southerly right-of-way line of U.S. Highway No. 380 according to Parcel 25, a distance of 185.85 feet to the POINT OF BEGINNING, containing an area of 2.656 acres of land.





LOCATION MAP
(NOT TO SCALE)

LEGEND	
OHE	OVERHEAD ELECTRIC
P.L.	PROPERTY LINE
(CIRF) IRF	(CAPPED) IRON ROD FOUND
CIRS	5/8" CAPPED IRON ROD STAMPED "BCG #10194538" SET
VOL., PG	VOLUME, PAGE
INST. NO.	INSTRUMENT NUMBER
DOC. NO.	DOCUMENT NUMBER
PRDCT	PLAT RECORDS, DENTON COUNTY, TEXAS
RPRDCT	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
PP	POWER POLE
UFM	UNDERGROUND FIBER OPTIC MARKER
ESM'T	EASEMENT
FH	FIRE HYDRANT
WV	WATER VALVE
SDMH	STORM DRAIN MANHOLE
EB	ELECTRIC BOX
LP	LIGHT POLE
TMH	TELEPHONE MANHOLE
UWM	UNDERGROUND WATER LINE MARKER

LEGAL DESCRIPTION

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract Number 662, in the Town of Little Elm, Denton County, Texas, and being part of that certain tract of land described in deed to Mary Caroline Mims, Katherine Ann Nash, and Laura Eliza Elizabeth Keck recorded in Volume 4262, Page 877, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described by metes and bounds as follows:

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THENCE North 88°28'06" West, with a north line of said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, a distance of 1398.25 feet to a 5/8-inch iron rod with blue plastic cap stamped "BCG 10194538" set for corner, from which a 3/8-inch iron rod found at a northwest corner of said Spiritas Ranch Enterprises tract bears North 88°28'06" West, a distance of 621.33 feet, said set iron rod being the beginning of a non-tangent curve to the left;

THENCE over and across said Mary Caroline Mims, Katherine Ann Nash, and Laura Eliza Elizabeth Keck tract, the following courses to 5/8-inch iron rods with blue plastic cap stamped "BCG 10194538" set for corner:

North 77°03'04" East, a distance of 36.00 feet, and the beginning of a tangent curve to the right;

With said curve which has a central angle of 14°43'31", a radius of 1450.00 feet, a chord which bears North 84°24'49" East, a chord distance of 371.63 feet, and for an arc distance of 372.66 feet;

(CONTINUED)

(CONTINUED)

South 88°13'25" East, a distance of 793.66 feet;

North 46°46'35" East, a distance of 42.43 feet;

And North 01°46'35" East, a distance of 434.52 feet, said iron rod being located on said southerly right-of-way line of U.S. Highway No. 380 according to said Parcel 25;

THENCE South 19°06'38" East, with said southerly right-of-way line of U.S. Highway No. 380 according to Parcel 25, a distance of 185.85 feet to the POINT OF BEGINNING, containing an area of 2.656 acres of land.

NOTES:

There is no Title Commitment referenced for this survey (no additional easement research was performed).

The bearings shown and recited hereon are referenced to the Texas Coordinate System of 1983 ~ North Central Zone No. 4202 - NAD 83. (All distances are surface distances with a surface to grid scale factor of 0.999849393).

Subject property lies within Zone X (un-shaded area), defined as "Areas determined to be outside the 0.2% annual chance floodplain", according to Federal Emergency Management Agency Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas, Number 48121C0405G, Revision Date April 18, 2011.

Plat and deed calls shown recited hereon are referenced to previously filed recorded plats and deeds for subject and adjoining properties.

SURVEYOR'S CERTIFICATE

I, Jimmie D. Nichols, Registered Professional Land Surveyor, do hereby certify that I have made a careful and accurate survey of the above described property and that the plat shown hereon is a substantially true, correct and accurate representation of the property determined by survey. This survey substantially conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

FOR: BARRAZA CONSULTING GROUP, LLC:

March 21, 2023

Jimmie D. Nichols, RPLS No. 5184

STATE OF TEXAS REGISTERED JIMMIE D. NICHOLS 5184 PROFESSIONAL LAND SURVEYOR

SURVEYED ON THE GROUND DURING MARCH 2023

BOUNDARY SURVEY

2.656 ACRES
SITUATED IN THE
MARSELLA JONES SURVEY
~ ABSTRACT NO. 662
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 EAST CAMPBELL ROAD, STE. 650
RICHARDSON, TEXAS 75081
TELEPHONE - (214)-484-7055
PROJECT NO. 2019017-00
DATE March 2023

SCALE 1"=100'

Date:	04/18/2023
Agenda Item #:	5. C.
Department:	Administrative Services
Strategic Goal:	Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact:	Rodney Harrison, Police Chief

AGENDA ITEM:

Consider Action to Approve **Resolution No. 0418202302 Approving Submission of the Grant Application for Bullet Resistant Shield Program to the Office of the Governor.**

DESCRIPTION:

In an effort to aid the Little Elm Police Department in their endeavor to have available to Little Elm Police Officers Bullet Resistant Shields grant funding is being sought from the Office of the Governor, Criminal Justice Division Justice Assistance Grant in the amount of $114,522.76. If awarded the grant, funds will be expended within one year of the award.

BUDGET IMPACT:

There is no cost to the Town for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

RESOLUTION NO. 0418202302

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 0418202302

A RESOLUTION BY THE TOWN OF LITTLE ELM APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR FOR BULLET-RESISTANT SHIELDS FOR FISCAL YEAR 2023.

WHEREAS, The Town Council of the Town of Little Elm finds it in the best interest of the citizens of the Town of Little Elm that the Bullet Resistant Shield program be operated for 2023; and

WHEREAS, The Town Council of the Town of Little Elm agrees to provide applicable matching funds for the said project by the Office of the Governor grant application; and

WHEREAS, the Town Council of the Town of Little Elm agrees that in the event of loss or misuse of the Office of the Governor funds, the Town Council of the Town of Little Elm assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the Town Council of the Town of Little Elm designates the Town Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

SECTION 1. Approves submission of the grant application for Bullet Resistant Shield Program to the Office of the Governor.

Grant Number 4610101

PASSED AND APPROVED this 18th day of April, 2023.

_____

Curtis J. Cornelius, Mayor
Town of Little Elm, Texas

ATTEST:

_____

Kate Graham, Acting Town Secretary

Date:	04/18/2023
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. 1706 Amending the FY 2022-2023 Annual Budget in Accordance with Existing Statutory Requirements; Appropriating the Various Amounts Herein; Repealing all prior Ordinances and Actions in Conflict Herewith; and Providing for an Effective Date.**

DESCRIPTION:

The town charter requires that when the budget is amended that the amendment be by ordinance. This budget amendment addresses several items discussed below.

"The legal level of budgetary control is at the fund level. The Town Manager is authorized to transfer budgeted amounts between departments within any fund. Any revisions that increase the total expenditures of any fund greater than the original budget must be approved by ordinance of Town Council."

BUDGET IMPACT:

General Fund:

Police Department received a grant for ballistic vests that allows the department to purchase 36 vests for the student resource officers and half of the patrol officers with no match required from the Town. This budget amendment reflects the purchase of the vests as well as the grant revenue to be received for $114,522.79.

The parking lot wall surrounding the Police Department's secured parking lot area is falling down. The wall was not an anticipated expense and requires immediate replacement to prevent damage and injury. The cost to replace the wall is $30,440 and funded from the General Fund's fund balance.

We roll POs from one year to the next if it relates to a contract or item not received. Finance unintentionally closed a PO to Plante Moran, consultants that are assisting the Town with the ERP project. We are asking for reestablishing the funding for this PO. This is funded is in both the General Fund and the Utility Fund. We are requesting the balance of the PO of $170,000 to be funded.

The EOC is needing to replace A/V equipment for a total of $30,000 and the funding is coming from various sources. We are transferring $12,000 from the PEG fund, $10,000 from the Asset Forfeiture-State funds, donation from Atmos Gas for $5,000, and $3,000 from Emergency Management budget.

TIRZ #3:

The TIRZ board reviewed and approved the amended budget to allocate a 6-year incentive pay all into FY 2022-2023

budget. This will be utilized for businesses in the district.

CIP Project:
There are various CIP projects that funding has been identified from various funds.

The 423 Traffic Signal project is funded by TxDOT for the standard costs of a signal. The Town of Little Elm has extra costs to add our signage and powder coating the mast arms. The Town's share of this project is $10,511 funded completely from the South Roadway Impact Fee fund.

Hill Lane-FM 720 to Dickson Lane is a project that is partnered with Denton County. The Town is responsible for the design of the project that came in over the budget. Total cost for design is $675,000 and staff is requesting an additional $60,000 to be funded from the South Roadway Impact Fee Fund.

Green Ribbon Phase II construction contract was approved by Council 3/28/2023. The Town received a TxDOT grant for elements within the ROW and the Town is responsible for elements outside the ROW. The Town is requesting the CIP reserves be used for fund the Town's share of $670,135 which includes a $100,000 contingency.

Woodrow Circle was programmed in the ASM program from the dedicated sales tax for Street Maintenance. The cost came in higher than budgeted. Staff is requesting to use the Street Maintenance fund balance to offset the increase in the project. The original street side of the project was $515,000 and the total street costs is $923,264. The Street Maintenance fund has enough fund balance to offset the shortage.

RECOMMENDED ACTION:

Staff recommends approval of Ordinance No. 1706 amending the FY 2022-2023 Annual Budget for appropriations as presented.

Attachments

Ordinance No. 1706 FY 2022-2023 Budget Amendment

Exhibit A Budget Amendment Support

ORDINANCE NO. 1706

AN ORDINANCE OF THE TOWN COUNCIL OF LITTLE ELM, TEXAS ("TOWN"), AUTHORIZING CERTAIN BUDGET AMENDMENT PERTAINING TO THE FISCAL YEAR 2022-2023 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town is required by the Town Charter to approve a budget amendment by ordinance and upon approval such amendment shall become an attachment to the original budget; and

WHEREAS, a budget amendment has been prepared for certain appropriations and expenditures in the FY 2022-2023 Budget and submitted to the Town Council for approval and a true and correct copy is attached as Exhibit A.

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

SECTION 1. Pursuant to the Town Charter requirements of the Town of Little Elm, Texas, in the year 2022-2023, a Budget Amendment attached as Exhibit A is hereby authorized and approved.

SECTION 2. This Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas this the 18th day of April, 2023.

APPROVED:

_____
Curtis J. Cornelious
Mayor

ATTEST:

_____
Kate Graham
Interim Town Secretary

Ordinance 1706
EXHIBIT "A"
BUDGET AMENDMENT
FISCAL YEAR 2022-2023
April 18, 2023

General Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	$ 47,134,341	$ 47,217,021	$ 47,358,544	$ 141,523
Total Revenue	**$ 47,134,341**	**$ 47,217,021**	**$ 47,358,544**	**$ 141,523**
Expenditures:				
Total Expenditures	$ 46,517,958	$ 47,367,316	$ 47,624,279	$ 256,963
Total Transfers Out	3,193,522	6,893,522	6,893,522	$ -
Total Expenditures	**$ 49,711,480**	**$ 54,260,838**	**$ 54,517,801**	**$ 256,963**

TIRZ # 3	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	$ 946,462	$ 946,462	$ 946,462	$ -
Total Revenue	**$ 946,462**	**$ 946,462**	**$ 946,462**	**$ -**
Expenditures:				
Total Expenditures	$ 440,067	$ 440,067	$ 590,067	$ 150,000
Total Transfers Out	1,250,000	1,250,000	1,250,000	-
Total Expenditures	**$ 1,690,067**	**$ 1,690,067**	**$ 1,840,067**	**$ 150,000**

Roadway Impact Fees	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	$ 270,000	$ 270,000	$ 270,000	$ -
Total Revenue	**$ 270,000**	**$ 270,000**	**$ 270,000**	**$ -**
Expenditures:				
Total Expenditures	$ -	$ -	$ -	$ -
Total Transfers Out	135,000	135,000	205,511	70,511
Total Expenditures	**$ 135,000**	**$ 135,000**	**$ 205,511**	**$ 70,511**

Governmental CIP Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	$ 6,131,417	$ 9,831,417	$ 9,901,928	$ 70,511
Total Revenue	**$ 6,131,417**	**$ 9,831,417**	**$ 9,901,928**	**$ 70,511**
Expenditures:				
Exepnditures	$ 21,296,977	$ 36,487,825	$ 37,228,471	740,646
Total Transfers Out	-	-	-	-
Total Expenditures	**$ -**	**$ -**	**$ -**	**$ 740,646**

Street Maintenance Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	$ 1,678,983	$ 1,678,983	$ 1,678,983	$ -
Total Revenue	**$ 1,678,983**	**$ 1,678,983**	**$ 1,678,983**	**$ -**
Expenditures:				
Total Expenditures	$ 2,250,000	$ 2,280,377	$ 2,688,641	$ 408,264
Total Transfers Out	-	-	-	-
Total Expenditures	**$ 2,250,000**	**$ 2,280,377**	**$ 2,688,641**	**$ 408,264**

Utility Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	$ 21,277,929	$ 21,277,929	$ 21,277,929	$ -
Total Revenue	**$ 21,277,929**	**$ 21,277,929**	**$ 21,277,929**	**$ -**
Expenditures:				
Total Expenditures	$ 14,032,754	$ 14,460,507	$ 14,545,507	$ 85,000
Total Debt Service	4,291,370	4,291,370	$ 4,291,370	
Total Transfers Out	3,068,243	3,068,243	3,068,243	-
Total Expenditures	**$ 21,392,367**	**$ 21,820,120**	**$ 21,905,120**	**$ 85,000**

Ordinance 1706
EXHIBIT "A"
BUDGET AMENDMENT
FISCAL YEAR 2022-2023
April 18, 2023

PEG Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	$ 32,300	$ 32,300	$ 32,300	$ -
Total Revenue	**$ 32,300**	**$ 32,300**	**$ 32,300**	**$ -**
Expenditures:				
Total Expenditures	$ 40,000	$ 40,000	$ 40,000	$ -
Total Transfers Out	-	-	12,000	12,000
Total Expenditures	**$ 40,000**	**$ 40,000**	**$ 52,000**	**$ 12,000**

Asset Forfeiture Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	$ -	$ -	$ -	$ -
Total Revenue	**$ -**	**$ -**	**$ -**	**$ -**
Expenditures:				
Total Expenditures	$ -	$ -	$ -	$ -
Total Transfers Out	-	-	10,000	10,000
Total Expenditures	**$ -**	**$ -**	**$ 10,000**	**$ 10,000**

Total Revenue	**$ 212,034**
Total Expenditures	**$ 1,733,384**
Net Effect All Funds	**$ (1,521,350)**

Date:	04/18/2023
Agenda Item #:	5. E.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve **Ordinance No. 1707 Regarding the Abandonment of a Certain Portion of Crestwood Place, Authorizing the Transfer of Ownership to the Abutting Landowner, and Providing an Effective Date.**

DESCRIPTION:

North Texas Collegiate Academy, a Texas 501(c)(3) non-profit corporation and open-enrollment public charter school, currently owns a total of 4.21 acres of developed and vacant land, operating as a public charter school.
Part of the project area was originally voluntarily annexed into the Town in 2002 through Ordinance No. 561, annexing five lots containing the original school campus. Over the years, the school had obtained additional lots and in 2013 again requested to voluntarily annex into the Town the seven new school-owned lots through Ordinance No. 1276.

In 2013 the school also underwent a site plan approval for the demo of two of the original school buildings, construction of one large main building in their location, connections to Town utilities, construction of Crestwood Place, and installation of perimeter fencing. The Town also allowed the school to construct a gate and close off a portion of Crestwood Place to allow students safe access across campus, with the understanding that the right-of-way would eventually be abandoned. All the school-owned lots were subsequently replatted into two lots, separated by Crestwood Place.

Due to their continued growth, the school recently purchased two additional lots and completed a Planned Development process in order to construct new facilities and provide site improvements. The applicant is currently working with Denton County and the Town to replat all 12 lots into one singular lot, including the 300-foot by 60-foot portion of Crestwood Place right-of-way proposed to be abandonment by Ordinance No. 1707.

The portion of Crestwood Place right-of-way that is proposed to be abandoned is located approximately 250 feet north of Oak Grove Parkway and 220 feet south of Oakland Place. As the school campus grew on both sides of the road, at the time of the annexation, the Town recognized

the need for the school to close off this portion of Crestwood Place in order to provide safe access across the campus. This portion of the right-of-way has been gated off and closed to the public since 2013. In order for the school to be able to proceed with the redevelopment and improvement of their campus, this small portion of right-of-way must be abandoned by the Town and transferred to the abutting landowner, which is the school. This proposed ordinance will abandon the right-of-way, and a deed without warranty will then be filed to transfer ownership to the abutting landowner, North Texas Collegiate Academy.

BUDGET IMPACT:

There is no cost for this item, and the property owner will be required to reimburse the Town for legal costs associated with the review and preparation of the ordinance documents.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ordinance No. 1707 - Crestwood Place ROW Abandonment

Crestwood Place - Draft Deed Without Warranty

TOWN OF LITTLE ELM, TEXAS

ORDINANCE NO. 1707

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, ABANDONING AND VACATING CERTAIN RIGHT-OF-WAY WITHIN CRESTWOOD PLACE; AUTHORIZING THE TRANSFER OF OWNERSHIP TO ABUTTING LANDOWNER; MAKING FINDINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm, Texas ("**Town**"), is a duly organized political subdivision and home-rule municipality of the State of Texas; and

WHEREAS, Section 311.001(a) of the Texas Transportation Code generally provides that a home-rule municipality has exclusive control over and under the public highways, streets, and alleys of the municipality; and

WHEREAS, Section 311.007 of the Texas Transportation Code provides the authority for a home-rule municipality to vacate, abandon or close a street or alley within the municipality; and

WHEREAS, the Town, by virtue and through the use of the traveling public over a certain portion of a dedicated road known as "Crestwood Place," has obtained certain rights in said road, which road is located within the corporate limits of the Town; and

WHEREAS, due to direction from the Town at the time of property annexation, which included the intent to abandon a portion Crestwood Place, which has not been in use for public access since 2013, and is considered as no longer needed to support a public roadway or for public road purposes, and is deemed surplus property of the Town; and

WHEREAS, the abandonment of this surplus road right of way, and the transfer of ownership to the abutting property owner, will facilitate safe access for students across the school campus; and

WHEREAS, said surplus roadway is approximately .413 acres (18,000 square feet) and more particularly described by metes and bounds and a survey attached hereto as ***Exhibit A*** ("**Right of Way Abandonment**"); and

WHEREAS, the Right of Way Abandonment is no longer needed by the Town or for the use of the traveling public, it constitutes a public charge without corresponding benefit, and it should be abandoned and vacated; and

WHEREAS, the Town Council of the Town of Little Elm ("**Town Council**") finds that the Right of Way Abandonment should be abandoned and vacated as a portion of Crestwood Place, and that any and all rights that the Town may have in the Right of Way Abandonment should be released, which abandonment and vacation the Town Council has determined is in furtherance of the public health, safety and welfare of the Town; and

WHEREAS, the Town Council also finds, pursuant to Texas Local Government Code Section 272.001(b)(2), that it is appropriate for the Town to deed to the adjacent property owner the Right of Way Abandonment, and to authorize the Town Manager to execute such real estate conveyance documents and other related documents to accomplish such property transfer.

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

SECTION 1

All of the above premises are hereby found to be true and correct legislative findings of the Town Council and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

From and after the effective date of this Ordinance, any and all rights and interests that the Town may have in the Right of Way Abandonment, as described in the attached ***Exhibit A***, are hereby abandoned and vacated by the Town for street, roadway and public travel purposes, and the Town hereby disclaims any interest in the Right of Way Abandonment.

SECTION 3

The Town Manager, or his designee, is hereby authorized to execute all documents necessary to transfer all title and property interests that the Town has in the Right of Way Abandonment to the abutting land owner, and the Town hereby authorizes such transfer.

SECTION 4

All ordinances, orders or resolutions heretofore passed and adopted by the Town Council are hereby repealed to the extent that said ordinances, resolutions, or parts thereof, are in conflict herewith.

SECTION 5

If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Town Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6

This Ordinance shall take effect and be in full force from and after its passage, as provided by the laws of the State of Texas, and the Town Charter of the Town of Little Elm.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, THIS 18th DAY OF APRIL, 2023.

_____

Curtis J. Cornelious, Mayor

ATTEST:

_____

Caitlin Biggs, Town Secretary

_____

Robert F. Brown, Town Attorney

EXHIBIT A

EXHIBIT "A"

Property Legal Description

Legal Description of Crestwood Place Right of Way
(.413 acres/18,000 square feet portion of Right of Way)

BEING part of Crestwood Place Right Of Way, Hill Town, Subdivision Unit No. One, an Addition to the Town of Little Elm, Denton County, Texas, according to the plat there of recorded in Volume 3, Page 57, Plat Records, Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner in the west Right of Way line of Crestwood Place a (60' ROW), said iron rod being N 00"23'02" W a distance of 105.70 from a TxDOT monument at the southeast corner of Lot 1, Block B, Texas Education Centers Little Elm Campus Addition, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Volume 2014, Page 227, Plat Records of Denton County, Texas;

THENCE N 00"23'02" W following the west Right of Way line of Crestwood Place a distance of 300.00' to;

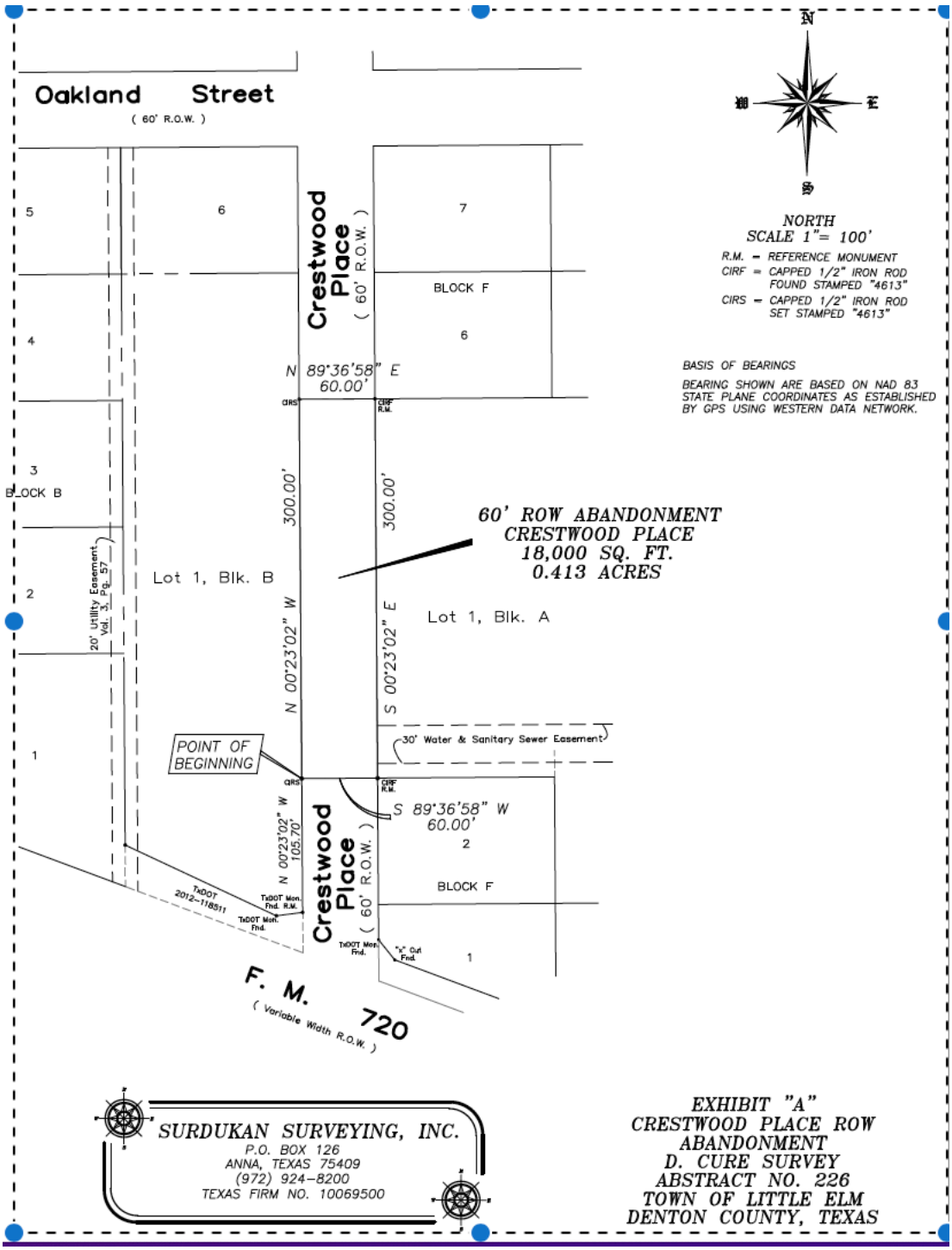
THENCE N 89"36'58" E a distance of 60.00' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner;

THENCE S 00"23'02" E following the east Right of Way line of Crestwood Place a distance of 300.00' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner;

THENCE S 89"36'58" W a distance of 60.00' to the POINT OF BEGINNING and containing 18,000 Square Feet or 0.413 Acres of land.

EXHIBIT A-1

Depiction of Crestwood Place
60’ Portion of Right of Way



DEED WITHOUT WARRANTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §

For the consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged and confessed, **TOWN OF LITTLE ELM, TEXAS**, a home-rule municipality ("**Grantor**"), does hereby GRANT, SELL, AND CONVEY unto **SALVAGING TEENS AT RISK, INC.,** a Texas 501(c)(3) non-profit corporation and open-enrollment public charter school, doing business as North Texas Collegiate Academy**,** ("**Grantee**"), whose address is 1851 Oak Grove Parkway, Little Elm, Texas 75068, and its legal representatives, heirs, successors and assigns forever, that certain tract or parcel of land situated in Denton County, Texas, said tract or parcel being more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "**Land**"), together with any and all right, title and interest in and to (i) any and all easements (expressly including, without limitation, rights-of-way and signage easements appurtenant, relating or appertaining to, or affecting, the Land), licenses, permits, rights of ingress and egress, benefits, tenements, entitlements, utility and drainage capacities, hereditaments, privileges and appurtenances in any way belonging, appertaining, relating or appurtenant to, or affecting, the Land or any of the other items comprising the Property, (ii) any and all oil, gas, and other minerals' or substances' interests in, on and under, or that may be produced from, the Land, whether located on or below the surface of the Land, and regardless of the method needed for recovery of same, including, without limitation, any and all executive rights for said minerals, the right to receive bonus payments, the right to receive delay rentals and the right to receive royalties, (iii) any and all water rights of any kind or character pertaining to the Land, whether surface, subsurface or otherwise, including, without limitation, all permitted groundwater rights, whether restricted or unrestricted, (iv) all governmental or quasi-governmental permits, approvals, authorities, licenses, consents and bonds, if any, of any kind or character pertaining to the Land, including, without limitation, development rights, grandfathered or vested rights and other governmental permits or approvals regarding the development, improvement or maintenance of the Land or any other items comprising the Property, (v) any and all of the estate, right and interest in and to the Property (as hereinafter defined), whether on the surface, subsurface, or otherwise, (vi) any and all reversions, remainders, rents, and profits in any way belonging, appertaining, relating or appurtenant to, or affecting the Land or any of the other items comprising the Property (as hereinafter defined), (vii) all structures, buildings, and other improvements (if any) presently located on the Land, (viii) any strips and gores between the Land and from the boundary of the Land to the center line of any abutting streets or rights-of-way, and (ix) all other transferable rights, privileges and appurtenances belonging in or in any way pertaining to the Land or any of the other items comprising the Property, including, but not limited to, Grantee being entitled to the rights and benefits of all claims Grantor may have with respect to the Land or any of the other items

comprising the Property arising out of events occurring prior to the transfer of the Property to Grantee, with Grantor assigning any and all of its rights to such claims to Grantee and agreeing to fully cooperate with Grantee in the prosecution of such claims (collectively, the "**Property**").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging to Grantor, unto Grantee and Grantee's heirs, legal representatives, successors and assigns forever, without express or implied warranty, and all warranties that might arise by common law and the warranties in §5.023 of the Texas Property Code (or its successor) are excluded.

When the context requires, singular nouns and pronouns include the plural.

(*Signatures to Follow*)

IN WITNESS WHEREOF, the Grantor has caused this Deed Without Warranty to be

EXECUTED and EFFECTIVE on this the _____ day of _____, 2023.

GRANTOR:

TOWN OF LITTLE ELM, TEXAS

By: _____
Matt Mueller, Town Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2023, by Mr. Matt Mueller, Town Manager, on behalf of the **Town of Little Elm, Texas**.

_____
Notary Public, State of Texas

Notary's name (printed): _____

Notary's commission expires: _____

Grantee accepts this Deed Without Warranty and consents to its form and substance.

GRANTEE:

SALVAGING TEENS AT RISK, INC., a Texas 501(c)(3) non-profit corporation and open-enrollment public charter school, doing business as North Texas Collegiate Academy

By: _____

Name: Dr. Lisa Stanley

Title: Superintendent

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2023, by Dr. Lisa Stanley, Superintendent, on behalf of **SALVAGING TEENS AT RISK, INC.,** doing business as North Texas Collegiate Academy.

_____
Notary Public, State of Texas

Notary's name (printed): _____

Notary's commission expires: _____

EXHIBIT "A"

Property Legal Description

Legal Description of Crestwood Place Right of Way
(.413 acres/18,000 square feet portion of Right of Way)

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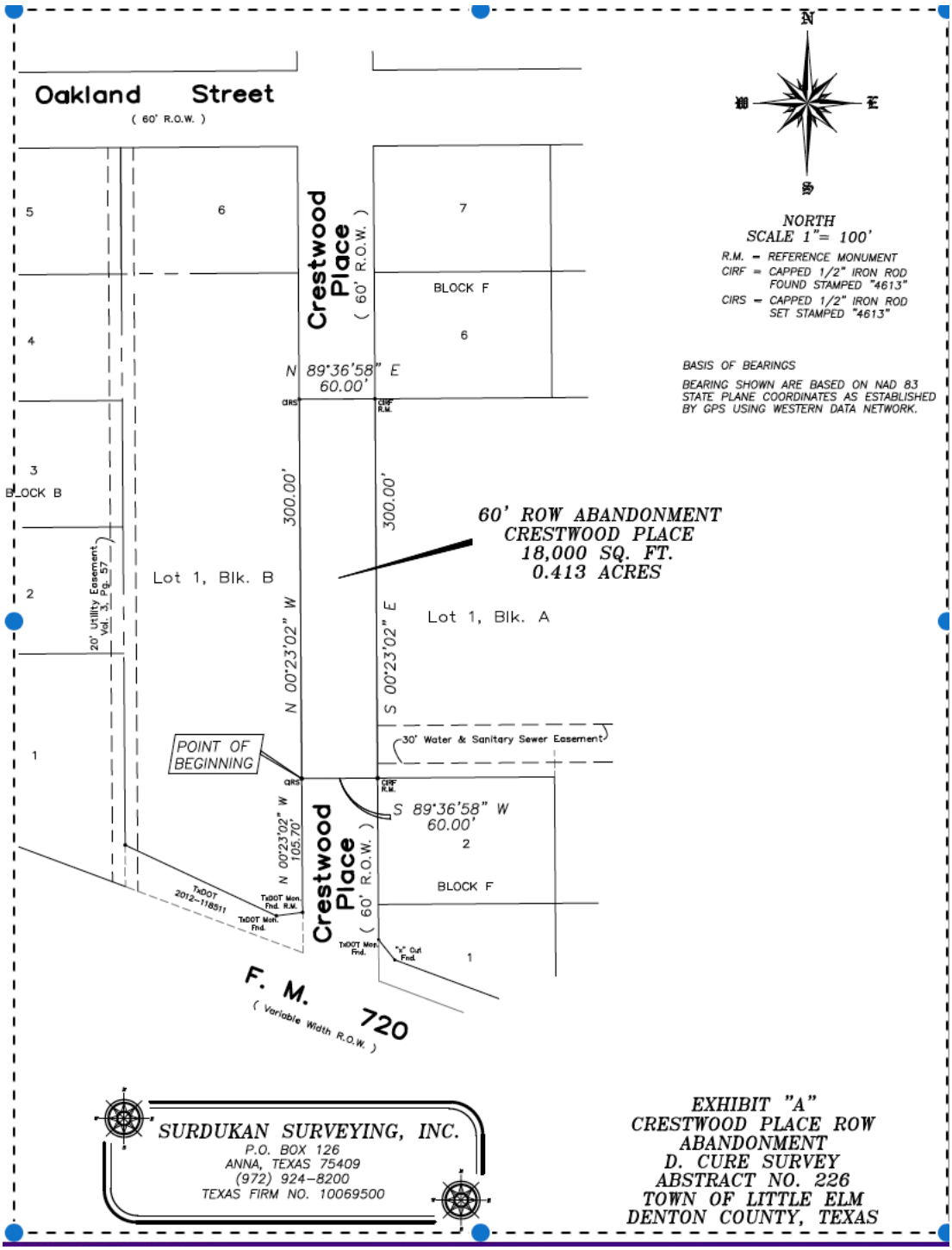
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EXHIBIT A-1

Depiction of Crestwood Place
60’ Portion of Right of Way



Date:	04/18/2023
Agenda Item #:	5. F.
Department:	Development Services
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Award a **Professional Services Contract to Brown Reynolds Watford Architects, Inc. (BRW) in an Amount not to Exceed $1,462,250 for the Design of the Little Elm Public Safety Annex Project.**

DESCRIPTION:

In March 2022, the Town completed a request for qualifications (RFQ 2022-07) process to solicit statements of qualifications (SOQ) from architectural firms interested in providing design services regarding the Little Elm Public Safety Annex project. Ten (10) firms provided responses to the RFQ, and Town staff ranked the submittals based on their ability to successfully complete the project. Three (3) firms were then selected for in-person interviews with the selection committee, and BRW was selected as the firm most qualified to complete the project.

After completing the RFQ process, Town staff has engaged with BRW to prepare a project feasibility study that included efforts to evaluate possible design elements, prepare conceptual site plans, and estimate the costs of various design scenarios. This feasibility process is nearing completion, and BRW has provided a proposal for the design preparation and contract administration assistance for the project.

The project is located near the intersection of FM 720 and Ryan Spiritas Parkway (currently under construction). The preliminary project design program includes a single-story, 15,500 square-foot building with two double-deep fire apparatus bays that will serve as a fire station and police sub-station. The design will also include exterior site improvements and options to include alternate items, such as a fueling station, covered parking, additional apparatus bay, and storage mezzanine.

BUDGET IMPACT:

Funding will be coming from the 2022 CO Bond issuance and allocated in the Capital Improvement Program.

$	1,320,000	Basic Services
$	79,750	Additional and Optional Services
$	12,500	Reimbursable Expenses Allowance
$	50,000	Design Contingency
$	**1,462,250**	**Total Proposed Contract Amount**

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Draft Design Contract

Scope of Services

Preliminary Concept Plan

DRAFT

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the (OWNER TO PROVIDE) day of (OWNER TO PROVIDE) in the year « Two Thousand and Twenty-three. »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

Brown Reynolds Watford Architects, Inc. (BRW)
3535 Travis Street, Suite 250
Dallas, TX 75204

for the following Project:
(Name, location and detailed description)

Town of Little Elm Public Safety Annex
Little Elm, TX

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Reference Exhibit "A" – BRW Professional Services Proposal

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Reference Exhibit "A" – BRW Professional Services Proposal

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Reference Exhibit "A" – BRW Professional Services Proposal

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

«Not Applicable. »

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.2 Construction commencement date:

Upon "Notice to Proceed" »

.3 Substantial Completion date or dates:

Up to 14 months.

.4 Other milestone dates:

Reference Exhibit "A" – BRW Professional Services Proposal »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager at Risk.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Architect will exercise their customary level of care in designing a facility with sustainable design features that do not have a large first cost impact. There is no particular sustainable design goal or green building certification program associated with this project.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Wesley Brandon, Town Engineer
Town of Little Elm
100 W. Eldorado Parkway
Little Elm, TX 75068

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Unknown at the time of execution.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

~~**.1** Geotechnical Engineer:~~

~~**.2** Civil Engineer:~~

.3 Other, if any:

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(List any other consultants and contractors retained by the Owner.)

The following, and any other consultants required for the completion of the project that are not included in the Architect's or Construction Manager at Risk's services.

Third Party Storm Shelter Design Peer Review
IECC Commissioning, and enhanced commissioning if applicable
Construction Materials Testing Services, including ICC-500 Storm Shelter testing and inspection
I.T. / Telecommunications
Radio and DAS System(s)
Fire Station Alerting System
Security & Access Control
Fixtures, Furnishings, and Equipment (FF&E), and fitness system procurement and installation
Audio / Visual Systems (unless alternate design services are authorized, see Exhibit "A")

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Stephen Hilt, AIA, Principal
Brown Reynolds Watford Architects, Inc.
3535 Travis Street, Suite 250
Dallas, TX 75204

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

JQ Engineering, LLP
100 Glass Street
Dallas, TX 75207

.2 Mechanical Engineer:

Jordan & Skala Engineering, Inc.
6201 West Plano Parkway, Suite 250
Plano, TX 75093

.3 Electrical Engineer:

Jordan & Skala Engineering, Inc.
6201 West Plano Parkway, Suite 250
Plano, TX 75093

.4 Plumbing Engineer:

Jordan & Skala Engineering, Inc.
6201 West Plano Parkway, Suite 250
Plano, TX 75093

.5 Civil & Engineer and Surveying Services:

Urban Strategy
4222 Main Street
Dallas, TX 75226

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.6 Low Voltage Infrastructure & A/V and Information Technology Design Engineer:

Howell Design Group
906 W. McDermott Drive, Suite 116-133
Allen, TX 75013

.7 Landscape Architect:

Valley Quest Design
222 S. Elm Street, Suite 102
Denton, TX 76201

.8 Geotechnical Investigation:

D&S Engineering Lab, LLC
1101 Shady Oaks Drive
Denton, TX 75229

§ 1.1.11.2 Consultants retained under Supplemental Services:

Not Applicable.

§ 1.1.12 Other Initial Information on which the Agreement is based:

Not Applicable.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than «One Million Dollars » ($ «1,000,000.00 ») for each occurrence and «Two Million Dollars » ($ «2,000,000.00 ») in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «One Million Dollars » ($ « 1,000,000.00 ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than « One Million Dollars » ($ «1,000,000.00 ») each accident, «One Million Dollars » ($ «1,000,000.00 ») each employee, and « One Million Dollars » ($ «1,000,000.00 ») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «One Million Dollars » ($ «1,000,000.00 ») per claim and «Two Million Dollars » ($ «2,000,000.00 ») in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and Exhibit "A" BRW Professional Services Proposal, and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3and Exhibit "A" BRW Professional Services Proposal, are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness,

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User Notes: (1967600968)

and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall coordinate with the Construction Manager in reviewing an estimate of the Cost of the Work prepared in accordance with Section 6.3. If a Construction Manager has been selected by the Owner during

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this Phase, the Architect shall coordinate and work with the Construction Manager in reviewing an estimate of the Cost of Work.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall coordinate and work with the Construction Manager to update the estimate of the Cost of the Work previously submitted pursuant to Section 3.2.6 and prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall coordinate and work with the Construction Manager to update the estimate for the Cost of the Work previously submitted pursuant to Section 3.3.2 and prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Construction Manager and the Owner in establishing a list of prospective subcontractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) reviewing either competitive bids or negotiated proposals obtained by the Construction Manager; (2) confirming responsiveness of bids or proposals; (3) evaluating the successful bid or proposal, if any; and, (4) reviewing the selection for awarding subcontracts for construction.

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§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by:

.1 facilitating the distribution of Bidding Documents for distribution to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.2 organizing and conducting in coordination with Construction Manager a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective subcontractors and requesting their return upon completion of the negotiation process; and

.2 preparing responses to questions from prospective subcontractors and providing clarifications and interpretations of the Proposal Documents to the prospective subcontractors in the form of addenda.

~~**.2** organizing and participating in selection interviews with prospective contractors;~~

~~**.3** preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~

~~**.4** participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, ~~as an Additional Service~~, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective subcontractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

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§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with

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the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- **.4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Architect
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination with the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Owner

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Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Owner
§ 4.1.1.30 Enhance Audio / Visual Design	Architect

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Refer to Section 2.1 of this agreement.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Reference Exhibit "A" BRW Professional Services Proposal

~~**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

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.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 « Two » (« 2 ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 « Bi-weekly visits to the site by the Architect during construction

.3 « One » (« 1 ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 «One » (« 1 ») inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 Owner has indicated the possibility that Owner may elect to delay project bidding and/or Construction Phase services. The Owner recognizes that the Architect's fee is based upon employee salaries and other costs that increase over time and that project delay may result in additional costs to the Architect, whether such delays are caused by the Owner's decision to delay the project, or by the Contractor's failure to deliver the project on schedule. If the services covered by this Agreement have not been completed by April 1, 2025, or if the construction duration exceeds 14 months, through no fault of the Architect, extension of the Architect's services beyond that time, or Architect's applicable additional costs due to project delay, shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the

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Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement.

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The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manger to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Construction Manager's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, ~~if identified as the Architect's responsibility in Section 4.1.1~~, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's

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budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the

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contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[« X »] Litigation in a court of competent jurisdiction , Denton County.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include

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the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

BASIC SERVICES		**$1,320,000.00**
Additional and Optional Services		
• Geotechnical Investigation	$	13,500.00
• Topographic Survey	$	7,500.00
• Platting	$	8,250.00
o ^ (Or, Utility Easement Exhibits at $1,750 each)		
• TxDOT Coordination	$	2,500.00
• Storm Water Detention Design / Bioswale if required	$	4,500.00
• Structured Slab Design	$	7,000.00
• Parking Canopies Design	$	6,000.00
• Audio / Visual Systems Enhanced Design	$	9,500.00
• Fueling System Design	$	7,500.00
• IECC Third Party Energy Inspection	$	3,500.00
• Record Documents (Allowance)	$	10,000.00
Total Additional and Optional Services	$	79,750.00
Design Contingency	$	50,000.00
Reimbursable Expense Allowance	$	12,500.00
TOTAL CONTRACT VALUE		$1,462,250.00

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~~.2 Percentage Basis~~

~~*(Insert percentage value)*~~

~~« » (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

~~.3 Other~~

~~*(Describe the method of compensation)*~~

~~« »~~

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not Applicable.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Additional Services will be negotiated in lump sum agreement.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent (« »%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Not Applicable.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty»	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Thirty-five	percent (	35	%)
Procurement Phase	Five	percent (	05	%)
Construction Phase	Twenty	percent (	20	%)

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Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate ($0.00)
BRW Architects	
Principal	$310.00 per hour
Associate Principal	$270.00 per hour
Director	$240.00 per hour
Project Manager	$210.00 per hour
Senior Interior Designer	$190.00 per hour
Project Architect	$180.00 per hour
Graphic Designer	$165.00 per hour
Architect	$155.00 per hour
Interior Designer	$150.00 per hour
Project Coordinator	$140.00 per hour
Architect in Training	$125.00 per hour
Administration Staff	$100.00 per hour
Valley Quest Design	
Principal-in-charge	$175.00 per hour
Principal	$160.00 per hour
Senior Landscape Architect	$115.00 per hour
Licensed Irrigator/Project Manager	$ 95.00 per hour
Landscape Designer	$ 85.00 per hour
Cad Operator	$ 65.00 per hour
Clerical	$ 50.00 per hour
JQ Engineering	
Partner	$295.00 per hour
Principal	$255.00 per hour
Senior Project Manager	$225.00 per hour
Engineering Technical Lead	$215.00 per hour
Project Manager	$175.00 per hour
Senior Project Engineer	$160.00 per hour
Project Engineer	$145.00 per hour
BIM Manager	$165.00 per hour
Senior Technician	$145.00 per hour
Technician	$120.00 per hour
Intern	$ 80.00 per hour
Administrative	$ 95.00 per hour
Urban Strategy	
Principal	$225.00 per hour
Senior Associate	$200.00 per hour
Associate	$175.00 per hour

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Project Manager	$150.00 per hour
Project Engineers	$115.00 - $135.00 per hour
Design	$125.00 per hour
Technician	$105.00 per hour
Administrative / Clerical	$ 75.00 per hour
Survey Crew (1 man)	$185.00 per hour
Survey Crew (2 man)	$225.00 per hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus allowable markup of the expenses incurred. As provided for in Exhibit "A" BRW Proposal for Professional Services.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not Applicable.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of « Zero » ($ « 0 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « Zero » ($ « 0 ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « Thirty » (

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« 30 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

« The lower 5 » % « per annum or the maximum rate allowed under Chapter 2251, Texas Government Code. »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Owner and the Architect will, in good faith, attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas:

Texas Board of Architectural Examiners (TBAE)
P.O. Box 12337
Austin, Texas 78711
512.305.9000

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

Not Applicable. »

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

«Not Applicable. »

[« »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« Exhibit "A" – BRW Proposal for Professional Services »

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

Not Applicable. »

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
OWNER TO PROVIDE	Stephen Hilt, AIA, Principal Brown Reynolds Watford Architect, Inc.
(Printed name and title)	*(Printed name, title, and license number, if required)*

DRAFT

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BROWN REYNOLDS WATFORD
ARCHITECTS BRW

3535 TRAVIS STREET
SUITE 250
DALLAS, TEXAS 75204
214-528-8704
WWW.BRWARCH.COM

Exhibit "A"

April 10, 2023

Wesley Brandon
Town Engineer
Town of Little Elm
100 W. Eldorado Parkway
Little Elm, TX 75068

PROFESSIONAL SERVICES PROPOSAL FOR THE TOWN OF LITTLE PUBLIC SAFETY ANNEX

Brown Reynolds Watford Architects is pleased to submit this professional services proposal for Little Elm Public Safety Annex. Our proposed team, scope of services, project schedule, and compensation are described below.

PROJECT SCOPE AND BUDGET

The project is located at the southeast corner of Highway 720 and Spiritas Parkway. We understand that the developer of the adjacent housing community has donated the land for the project site and is constructing Spiritas Parkway on the North of the site and stubbing out required utilities to the site perimeter. BRW is completing a Feasibility Study that provides a program, concept design and recommended project budget for a building this site, and this proposal includes design services for the reduced program, single story option, up to 15,500 SF in gross building area. The preliminary program includes 2 double-deep apparatus bays. A third apparatus bay and/or a storage mezzanine over bay support spaces may be desired and may be in excess of the 15,500 SF building size. These elements are included in the project scope of design services to either be included in the design or not, provided that the decision to include them or not shall be made not later 50% Design Development Phase.

According to the cost estimate in the feasibility study, the Construction Cost Limit for the proposed base bid program is expected to be approximately $14.43 million, and the estimated construction cost of alternates for which design is requested to be included in this proposal is approximately 1.28 million, or a total of approximately $15.7 million. The actual construction budget to be allocated for the project has not been confirmed. The Town intends to hire a Construction Manager at Risk to provide pre-construction services including cost estimating, which will inform the project budget allocation. The project should incorporate sustainable design features as allowable within the budget. However, the project will not be certified by any green building certification program.

BRW ARCHITECTS PROJECT TEAM

• Brown Reynolds Watford Architects, Inc. 3535 Travis Street, suite 250 Dallas, TX 75204 – Stephen Hilt, AIA	Architect Principal
• Urban Strategy 4222 Main Street, Dallas, TX 75226 – John Blacker, P.E.	Civil Engineer / Surveying Principal
• JQ Engineering 100 Glass Street Dallas, TX 75207 – Stephen H. Lucy, P.E.	Structural Engineer Partner
• Jordan & Skala 6201 West Plano Parkway Plano, TX 75093 –Kendy Guillaume, P.E., LEED AP	Mechanical, Plumbing, and Electrical Engineering Principal
• Howell Design Group 906 W. McDermott Drive, Suite 116-133 Allen, TX 75013 – Charlie Howell, CSC	Low Voltage Infrastructure & A/V / I,T. Design President
• Valley Quest Design 222 S. Elm Street,Suite 102 Denton, TX. 76201 – Andrew Cousins, RLA	Landscape Architect Principal
• D&S Engineering Labs, LLC 1101 Shady Oaks Drive Denton, TX 75229 Ibrahim Baayeh, P.E.	Geotechnical Investigation Director of Geotechnical Engineering

SCOPE OF SERVICES

Basic Services

Basic Services shall include work by the following disciplines:

- Architectural design.
- Interior design, including all interior finishes and lighting.
- Site signage, building signage and code-required interior room signage.
- Civil engineering, including grading, drainage, water and sanitary sewer plan, erosion control, paving and dimensional control plan(s), and incorporation of applicable Town or COG standard details into the construction documents. Includes new or modified median cuts for the new drive approaches into the project site. Includes design for possible low retaining walls (3' tall or less) that may be required by the site topography.
- Structural engineering, including slab on grade foundation and structural framing design. Includes design for dumpster pad and screen wall foundations, perimeter wall or pilaster foundations, light pole foundations, and monument sign foundations as may be applicable to the project. Cold-formed framing, and if applicable, also curtainwall, metal pan stairs and aluminum canopy system(s), shall be a performance specification.
- Mechanical, electrical, and plumbing engineering, including mechanical HVAC and controls, electrical power and lighting, plumbing domestic water, sanitary, and gas. IECC Compliance by prescriptive path (Comcheck) is included. (Energy Model compliance path if required by Owner would be an additional service). Fire sprinkler and fire alarm systems shall be a performance specification.
- Low Voltage / Technology Infrastructure design, including the following:
  - Structured Cabling Specifications - Voice, data and cable TV wiring
  - Audio visual systems infrastructure
  - Access control infrastructure and rough-in details for site gates and building
  - Video surveillance infrastructure for site and building
- ICC-500 storm shelter design and coordination with Owner's third party plan reviewer, to include two rounds of submission and comments at 50% CD and 100% CD development.
- Landscaping and irrigation system design. Irrigation design to comply with Owner's standards for materials and details as applicable.
- We expect the CMaR will produce a detailed construction cost estimate based upon the 100% Schematic Design submittal for scope to budget alignment, and other subsequent estimates at other subsequent submittals shown in the schedule below.
- Anticipated submittals and Owner review meetings as shown below.
  - 50% Schematic Design (Possible early CMaR estimate, or as part of selection process)
  - 100% Schematic Design (Detailed CMaR estimate for scope to budget alignment)
  - 100% Design Development (CMaR cost update)
  - 50% Construction Documents (CMaR cost update)
  - 95% Construction Documents (Optional CMaR cost update)
  - 100% Construction Documents (Documents delivered for bid, no review meeting)
- Compliance with applicable codes and ordinances, including a pre-development meeting with City departments related to site and building development.
- BRW will submit required forms and documents for engineering and building permit approval and respond to permit review comments.

- The design team has included the below number of site observation visits during construction to become generally familiar with the progress and quality of the work completed:
  - Architect — bi-weekly for 14 months
  - Civil Engineer — Up to 4 times
  - Structural Engineer — Up to 6 times
  - MEP Engineer — Up to 4 times
  - Landscape Architect — Up to 2 times
- BRW will provide the CMaR with the Revit model (upon execution of BRW's waiver form) for their use in preparing shop drawing submittals. BRW will not prepare background drawings for the CMaR. BRW's consultants may provide Revit model or CAD drawings for use in preparing shop drawing submittals subject to their individual requirements for release of their electronic files.
- Assistance with the selection of the Construction Manager at Risk (CMaR), including evaluation and (if requested) scoring of the CMaR Qualification submittals and participation in the CMaR interviews, including evaluation and interview meetings. The Owner will prepare the RFP and evaluation criteria, communicate with the CMaR candidates, schedule events, and negotiate and prepare the construction contract.
  - Exclusions: Writing of the RFP, or other documentation beyond providing a 50% SD design package of information for inclusion in the RFP.
- TDLR TAS (Texas Accessibility Standards) project TDLR registration, plan review, site inspection submittal and, as necessary for the project the RAS's fees for responses to questions. The architect will register the project and arrange for, submit and pay for plan review and site inspection. The Architect will then invoice these fees to the Owner at Architect's cost as a reimbursable expense. The Architect will prepare responses to the RAS's reports as part of the Architect's Basic Services. The City will either designate BRW as their agent for submissions and responses or sign and submit forms directly to the RAS as prepared by the Architect.

Additional and Optional Services

- Geotechnical survey, including up to (3) 50-foot and (2) 25-foot deep borings for building foundation design recommendations, and (3) additional shallow borings for the paving design recommendations, as prescribed by the structural and civil engineers.
- Boundary and topographic survey including permanent improvements on and immediately adjacent to the site and adjacent street at Spiritas Parkway as required for median cuts design, spot elevations on a 50-foot grid, contours on one foot intervals, top of pavement elevations for paving immediately adjacent to the site, location of visible utilities and appurtenances, location and sizes of underground utilities based on available record information.
- Platting of project site, to be provided if required and requested by Owner. The plat will show easements, dedications for franchise utilities, and other information as required by the Town.
  - Onsite utility easement for franchise utilities are likely to be required. If platting is required, we anticipate the final plat will record these easements. If platting is not required, then Easement Exhibits for incorporation by separate instrument may be provided at Owner's request at a cost of $1,750 each, and invoiced against the platting line item.

- TxDOT Coordination: If required by TxDOT for the project scope, the Civil Engineer will coordinate with TxDOT for drainage and issues related to median cuts at Spiritas Parkway.
- Storm water detention engineering, to be provided if required and requested by Owner. If directed by Owner, the A/E will design the detention pond as a landscaped bioswale for a more attractive appearance at the major intersection. Excludes offsite storm detention.
- Structured floor slab, if recommended in the Geotechnical Survey, or if directed by the Owner to minimize the possibility of foundation movement. (slab-on-grade design is included in Basic Services)
- Third Party Energy Inspection: IECC code compliance inspection for the insulation / envelope, provided by Jordan & Skala.
- Audio-Visual Systems Enhanced Design: At Owner's option, to include design drawings and specifications for system A/V equipment either as basis of design products, or as a functional performance specification for competitive bidding either as a separate package or incorporated into the construction documents as part of the CMaR's scope of work.
- Fueling System design, including a slab, power, data conduits, and overhead canopy. Fueling station equipment design is limited to a generic layout of the fuel island and specifications including delegated engineering design and identification of the Owner's standard equipment. If such Owner standards are not provided, then a general system description, basis of design or performance specification of components will be indicated, for complete system design by the system vendor / installer. In the event that full system engineering and equipment design is required, this could be added as an additional service.
- Electronic Record Drawings Preparation: The Architect will incorporate approved construction changes and CMaR as-built markups into editable electronic as-built record drawings and provide an electronic copy to the Owner. Provided for as an allowance pending review of the extent of Contractor markup. If requested by Owner, this service can be provided hourly, or by lump sum fee to be negotiated after CMaR mark-ups are received.
- Design Contingency: This is an amount specified by the Owner as an allowance in the event that an expanded scope of design services should be required or requested to be added by the Owner. This allowance will be used only as requested or approved by the Owner.

Architect's Other Additional Services
The Architect shall also not proceed with the following services until the Architect receives the Owner's written authorization:

- Construction site observation visits beyond the number listed herein
- Preparation for, and attendance at, a public presentation, meeting or hearing. (Attendance at a reasonable number of city meetings to assist in answering questions or to support City staff in presentation(s) prepared by City staff, is included in Basic Services. Architect will provide renderings and similar information if required for incorporation into City staff's presentation(s).
- Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, or changes in laws or regulations or in official interpretations.

- Evaluating substitutions for convenience proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.
- Services necessitated by a change in the Owner provided information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or procurement or delivery method. Services necessitated by an increase greater than 5% of the Architect's contract CCL budget of up to $14,430,000 for the Cost of the Work. or greater than 5% building area increase of up to 15,500 SF (excluding apparatus bay and storage mezzanine alternates indicated in this proposal), or other similar substantial increase to the project program, shall be compensated as an additional service.
- Fees for Construction Administration Services are calculated based upon a construction schedule not to exceed 14 months from notice to proceed to final completion and construction. In the event that the Construction Manager requires a duration longer than 14 months, then the Architect's Basic Services shall be adjusted to provide extended Construction Administration services as an additional service. Such additional services shall be calculated at a monthly rate equal to the total Construction Administration basic services fee divided by 14.
- Any other design services not listed or reasonably inferred to be included by this proposal or by the Owner – Architect Agreement.

Exclusions to the Architect's Basic Services
The need for the below services are not anticipated at this time, however, the Architect could provide them as Additional Services, if required to complete the project or desired by the Owner.

- LEED or other green building program design, registration, or certification
- Cost Estimating services
- Preparation or assistance with multiple or fast track drawing / bid packages
- Payment of permit, platting, impact, zoning modification, or any other regulatory fees unless specifically indicated above (such as for TDLR accessibility compliance).
- Public Artwork Coordination / Design
- Graphic Design
- Enhanced Construction Administration (CA) services (or) weekly CA phase meetings
- Traffic control / signal studies or implementation
- Zoning changes or creation/modification of PDs, SUPs and easements (primary utility services entrance easements will be included on the plat)
- Subdivision platting to create a fire station site parcel
- Off-site utility engineering or extension of utilities to the site beyond taps at the adjacent perimeter street(s).
- Sanitary sewer lift station design
- Execution of three-way contracts
- Final certified surveys after construction
- Deceleration lane or left turn lane design
- Hydraulic analysis of water and waste water mains to determine fire flow or sanitary capacity

- Preparation of reports, permit applications and processing of permits for obtaining site approvals from city, county, state (TCEQ) and federal agencies (FEMA, Corps of Engineers), other than the building permit. *(Note: See above for TxDOT coordination, which is included as an additional service.)*
- Environmental or hazardous materials testing, scope definition, monitoring, or other issues
- Structural design for tall (over 3') site retaining walls. *Note: none are anticipated to be required for this project.*
- Elevator or grand staircase design.
- Fountain, water feature, or electronic sign board design.
- Commercial kitchen and kitchen equipment design. (Except that a Type 1 or Type 2 hood if required for the fire station kitchen is included in basic services)
- Water pumps design for fire or domestic water
- Energy Modeling and utility bill estimates
- Electric Vehicle (EV) charging stations. (Note: This refers to charging stations only. Design for outlets / plugs / shore lines for apparatus in the bays and at the site as required are included in basic services).
- Professional models and renderings produced out-of-house
- Furniture or fitness equipment selection services other than coordination of infrastructure with Owner's vendors
- Coordination with an Owner's or CMaR's envelope design consultant.
- Coordination with Owner or CMaR vendors and subsequent modification of construction documents for such coordination after relevant elements of the design are complete.
- Value engineering services after Design Development phase that result in substantial revisions to the construction documents.

OWNER'S RESPONSIBILITIES

Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

To the extent available to the Owner, Owner will provide to the Architect electronic copies of existing street and site utilities drawings and as-built drawings from previous construction projects, and similar information available to Owner on the project site or that affect the design and construction of this project.

Owner will make available to the Architect a copy of any applicable Town of Little Elm standard details, and will confirm applicable COG details required to be included in the construction documents. Owner will also provide the Architect with a copy of the Town of Little Elm facilities construction standards (if such standards exist in written or graphic form), or else will communicate the complete list of such requirements through a design phase coordination meeting with appropriate Town staff.

The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or

decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

Owner will provide tax-free status information prior to commencement of services (in particular for Civil Engineering services the State of Texas requires immediate payment by the engineer and will not reimburse later. Payment of these taxes are excluded from the Civil Engineer's proposal).

The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

Owner-Provided Services and Building Systems Design

The Owner shall furnish the following design services or building systems design, or authorize the Architect to furnish them as Optional Services at negotiated additional fees, when such services are required to complete the project or as directed by the Owner:

- Fire hydrant flow test data: Owner to provide flow test data performed at nearby fire hydrant(s) and providing data as requested by the Architect's Plumbing Engineer as required for design of domestic and fire service.
- Construction Materials Testing and Inspection (during construction) as required to complete the project, except for special testing and inspections specifically designated as the responsibility of the Contractor (if any). Owner's construction materials and inspection include requirements for the ICC-500 Storm Shelter as required by the ICC-500 design standard.
- Storm Shelter Design Peer Review services: 2018 and later International Building Code and the most recent version of ICC-500 Standard for Storm Shelters requires 3rd party Storm shelter 3rd party design review to be hired directly by the Owner and can no longer be hired as a sub-consultant under the A/E. The A/E recommends that the following services as hired by the Owner are included in Peer Reviewer's scope of services, and the A/E also includes our coordination scope for these tasks in our Basic Services:

  - Peer Review at 50% CD (not code required but recommended) of architectural, structural, mechanical, electrical and plumbing construction documents for compliance, and one round of review and response to the A/E's response to comments
  - Peer Review at 100% CD (code required): Peer Reviewer will provide a written report detailing each specific comment on the design documents, and additional rounds of review and response to A/E responses, until Peer Reviewer's approval is met.
  - Peer Reviewer's Letter of Compliance at end of design.
  - Up to three (3) web-based meetings with the design team to discuss Peer Reviewer's comments.
- International Energy Conservation Code (IECC), required building commissioning as may be required. Systems that potentially may need to be commissioned / inspected include:
  - Lighting controls and daylighting controls (if/where daylighting controls are required).
  - Plumbing service hot water systems.
  - HVAC systems, where the threshold to require commissioning is met.
- Enhanced Commissioning Services (Optional): In addition to minimum IECC minimum code commissioning, Owner's may opt to include enhanced commissioning and/or functional performance testing.
- Design for the following systems shall be provided by Owner or direct to Owner vendor(s). Ideally these designs will be known by 50% CD for coordination with the infrastructure for these systems that are to be shown in Architect's construction documents:
  - I.T. Equipment, MDF racks, cable management, and UPS.
  - Audio / Visual systems (unless the additional service notes above is authorized)
  - Security and access control equipment.
  - Radio and communications systems equipment
  - Police body and cruiser cameras, chargers, and download systems equipment
  - Fire Station Alerting System
  - Cellular phone service DAS system design (if required)
  - Fixtures, Furnishings, and Equipment (FF&E) that is not indicated to be designed by the Architect.

COST OF THE WORK

For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

Evaluations of the Owner's budget for the Cost of the Work, the study phase estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Construction Manager at Risk, represent the Architect's and CMaR's professional judgment. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

In preparing estimates of the Cost of Work, the CMAR shall include contingencies for design, bidding and price escalation. If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

If at any time the CMaR's estimate of the Cost of the Work exceeds the projected budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments. Through and including review at 100% Design Development, the Architect will, without additional services, make adjustments to the design as agreed with the Owner in order to align with the project budget. The Architect shall be entitled to rely upon the accuracy and completeness of the CMaR's estimates, and adjustments requiring substantial modification to the construction documents that are directed to be incorporated after commencement of the Construction Documents design phase shall be compensated as additional services.

If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- Give written approval of an increase in the budget for the Cost of the Work;
- Authorize rebidding or renegotiating of the Project within a reasonable time. The Architect may be due additional services for their services related to a second bid process;
- Terminate the contract;
- Delay the award of the contract. If such delay is greater than 6 months, or if total project delays are greater than 9 months from the original anticipated project schedule, then the Architect's fee for Construction Administration phase services will be adjusted to reflect the Architect's additional expenses due to escalation in salaries and other costs.
- In consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work, and Architect will be due additional services to make suth adjustments; or
- Implement any other mutually acceptable alternative.

PROJECT SCHEDULE

We anticipate the following time periods for the project phases, excluding periods that may be added for the Owner's review time and / or for CMaR estimating.

- Notice to Proceed with Design — May to August, 2023
- Schematic Design — 8-10 weeks
- Design Development — 8-10 weeks
- Construction Documents — 14-18 weeks

Total Anticipated Design Duration: 7-1/2 to 9 months. Additional Owner review or CMaR estimating and scope and budget alignment time may apply.

- Bidding and Contract Award — 2 - 3 months
- Construction — Up to 14 months
- Substantial Completion by or before: — February 14, 2025
- Final Completion and Start of Service by or before: — April 1, 2025

COMPENSATION

Based on the scope of services described above, Brown Reynolds Watford Architects proposes lump sum fees, plus reimbursable expenses as shown below.

Basic Services		**$1,320,000**
Additional and Optional Services		
• Geotechnical Investigation	$13,500	
• Topographic Survey	$7,500	
• Platting	$8,250	
○ ^ (Or, Utility Easement Exhibits at $1,750 each)		
• TxDOT Coordination	$2,500	
• Storm Water Detention Design / Bioswale if required	$4,500	
• Structured Slab Design	$7,000	
• Parking Canopies Design	$6,000	
• Audio / Visual Systems Enhanced Design	$9,500	
• Fueling System Design	$7,500	
• IECC Third Party Energy Inspection	$3,500	
• Record Documents (Allowance)	$10,000	
Total Additional and Optional Services		**$79,750**
Design Contingency		**$50,000**
Reimbursable Expenses Allowance		**$12,500**
Total Contract Value		**$1,462,250**

Reimbursable expenses include but are not limited to such expenses as project registration with TDLR, TAS plan reviews and site inspections, government fees, and travel outside the DFW area.

Reimbursable expenses and hourly additional service by the Architect's consultants shall be billed at the rate billed to Architect except that the following shall be marked up commensurate with Architect's expenses, not to exceed 10% the amount invoiced to the Architect in each case:

- Document reproduction and mounting drawings, local and overnight deliveries: 10% as a coordination and handling fee. Note that this proposal is based on electronic conveyance of bid documents and CMaR submittals, and does not include an adequate sum in the allowance for the Architect to provide paper distribution.
- Additional hourly scope or work by consultants or vendors to the Architect that require Architect's additional hours in review, coordination, contract change processing, etc. to be expended by the Architect are reimbursable not to exceed 10% of the amount invoiced to the Architect and backed up with time expended at hourly rates.

Compensation shall be invoiced monthly based on the percent complete for each phase, but shall not exceed the percentages shown below.

• Schematic Design	20%
• Design Development	20%
• Construction Documents	35%
• Bidding	5%
• Construction Administration	20%
Total	100%

BRW Architects 2023 Hourly Rates

• Principal	$310.00 per hour
• Associate Principal	$270.00 per hour
• Director	$240.00 per hour
• Project Manager	$210.00 per hour
• Senior Interior Designer	$190.00 per hour
• Project Architect	$180.00 per hour
• Graphic Designer	$165.00 per hour
• Architect	$155.00 per hour
• Interior Designer	$150.00 per hour
• Project Coordinator	$140.00 per hour
• Architect in Training	$125.00 per hour
• Administration Staff	$100.00 per hour

We hope this proposal meets your expectations. Please contact us with any questions. We look forward to working together on this project.

BROWN REYNOLDS WATFORD ARCHITECTS, INC.



STEPHEN HILT, AIA
PRINCIPAL


RYAN SPIRITAS PARKWAY
KISTLER DRIVE
I 70
FLASHING TRAFFIC BEACON
MODIFY EXISTING MEDIAN BREAK FOR WIDTH AND LOCATION
NEW MEDIAN BREAK
FLASHING TRAFFIC BEACON
ONE STORY
~15,500 SF + Mezz
LT | GEN
FIRE FIGHTER: 11
FLAG POLES
HANDICAP: 4
ENHANCED PAVING ENTRY PLAZA
FUEL
POLICE COVERED: 12
POLICE UNCOVERED: 14
SHIFT CHANGE: 9
SPECIAL USE VEHICLES
MOTORIZED GATE
MOTORIZED GATE
PUBLIC & TRAINING: 18
POSSIBLE STORM DETENTION
MASONRY DUMPSTER ENCLOSURE
N

Date:	04/18/2023
Agenda Item #:	5. G.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Consider Action to Approve a **Development Agreement Associated with the Lakefront Residential Overlay District, between the Town of Little Elm and Ana Carbajal, Property Owner of 209 Alice Drive.**

DESCRIPTION:

Subject property is located at 209 Alice Drive, currently vacant land zoned Single Family A2 with Lakefront Residential Overlay District. The property owner, Ana Carbajal, would like to construct a new single family home. The property owner has been working with Staff through the Lakefront Residential Design Committee review process.

Lakefront Residential Overlay District. The future land use section of the 2017 Comprehensive Plan calls for an objective within the recommendations section of the Lakefront District to plan for redevelopment and expansion of the district. In working with Council, staff has identified the residential areas surrounding the Lakefront Zoning District as areas prime for redevelopment. The purpose for the overlay is to establish zoning for residential areas around the existing Lakefront District within the context of redevelopment. The associated standards and visual examples will function to create a residential area that provides flexibility and variety in unique architectural design and high-quality alternative materials.
The goal is to expand on the Town's targeted "lakeside community character" by creating flexibility in residential architectural design, promoting the utilization of a variety of high-quality building materials, encouraging residential redevelopment, and providing unique development standards. The intent of the Overlay District is to expand upon the Lakefront District's desire to provide a comfortable and attractive environment that will provide a unique, yet compatible residential neighborhood by encouraging redevelopment that is distinct from traditional residential subdivisions.

The proposed design was reviewed based on the architectural design criteria provided within the Overlay District.

(d) *Architectural elements.*

(1) *Architectural variety.* No facade may be repeated within any five adjacent lots or across the street from those lots. A request to vary from this standard shall be reviewed and approved by the LRDC.
(2) *Tripartite architecture.* The exterior facades of homes shall be broken up into three distinct sections (base, middle, top) utilizing different primary and accent materials, colors, and/or general orientation of materials.
(3) *Gifts to the street.* Homes shall provide a minimum of two gifts to the street. Proposed features not noted in the definition for "gifts to the street" shall be approved at the discretion of the LRDC.
(4) *Fences.* Fences adjacent to public parks, open space, drainage areas or floodplains shall be constructed of black tubular (wrought iron) fencing. All other fencing shall adhere to the residential fences section (section 106.06.32) of the zoning ordinance.
(5) *Roofs.* Roofs shall be constructed with architectural grade shingles, or better. Seamed metal, clay and slate tile roofs (cement based) are permitted. Flat roofs may be utilized so long as they can properly drain which will be determined by the building official.
(6) *Windows.* Openings and panes shall be vertically proportioned or square and be separated with trim.
(7) *Gutters.* Gutters shall be copper, galvanized steel, aluminum or painted if exposed.
(8) *Chimneys.* If chimneys are located on a street-facing wall, they shall extend to the ground.
(9) *Concealed items.* HVAC units, trash storage, and utility meters shall be concealed.

The Lakefront Residential Design Committee has reviewed the proposed development plans and, given the property's location at the end of the road, with limited visibility, determined that the proposed plans provide the minimum requirements necessary to meet the vision and intent of the Overlay District.

Town Council approval of the attached Development Agreement and associated exhibits is the final step in allowing this project to begin its residential building permit review.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

The Lakefront Residential Design Committee recommends approval of the attached development plans and associated exhibits.

Attachments

Development Agreement - 209 Alice Drive

STATE OF TEXAS	**§**	**DEVELOPMENT AGREEMENT**
	§	**FOR 209 ALICE DRIVE**
COUNTY OF DENTON	**§**	

This Development Agreement for 209 Alice Drive ("**Agreement**") is entered into between Ana Carbajal, the property owner, ("**Developer**"), whose address for purposes of this Agreement is 1513 Heron Drive, Aubrey TX 76227, and the Town of Little Elm, Texas ("**Town**"), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

Recitals:

1. Developer is the owner of .240 acres generally located at 209 Alice Drive, on the west side of East Park Drive, approximately 500 feet east of Lakeshore Drive, identified as Lot 2, Block 1 of the Carbajal Addition, in the Town of Little Elm, Texas (the "**Property")**, which Property is more particularly described in **Exhibit A** attached hereto.

2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.

3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:

Section 1. Incorporation of Premises. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so ("**Effective Date**"). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing, or until all obligations in the Agreement have been fulfilled ("**Term**").

Section 3. Agreements. The Parties agree as follows:

A. The negotiated and agreed upon development plans attached hereto as **Exhibit B**, which incorporate by reference the general zoning regulations of the Town's zoning ordinance, are hereby adopted and incorporated into this agreement as contractually-binding obligations of the Developer.

Section 4. Miscellaneous.

A. Applicability of Town Ordinances. When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town

ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

B. **Default/Mediation**. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

C. **Venue**. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.

D. **Relationship of Parties**. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

E. **Severability**. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

F. **Cumulative Rights and Remedies**. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this

Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

G. **Exhibits**. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

H. **Surviving Rights**. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

I. **Applicable Laws**. This Agreement is made subject to the existing provisions of the Charter of the Town of Little Elm, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.

J. **Authority to Execute**. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

K. **Amendments**. This Agreement may be only amended or altered by written instrument signed by the Parties.

L. **Headings**. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.

M. **Entire Agreement**. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

N. **Filing in Deed Records**. This Agreement shall be recorded in the real property records of Denton County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon Developer and all of Developer's heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.

O. **Notification of Sale or Transfer; Assignment of Agreement**. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "**Assignee**") that is or will

become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor developer, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

P. **Sovereign Immunity**. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

Q. **Exactions/Infrastructure Costs**. Developer has been represented by legal counsel, or has had an opportunity to do so, in the negotiation of this Agreement, and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

R. **Waiver of Texas Government Code § 3000.001 et seq**. With respect to the improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.

S. **Rough Proportionality**. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Developer and the Town further agree to waive and release all claims one may have

against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

T. Form 1295 Certificate. The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

U. Undocumented Workers Provision. The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the Town notifies Developer of the violation.

V. Non-Boycott of Israel Provision. In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.

W. Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

X. Report Agreement to Comptroller's Office. Town covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021). [For Chapter 380 Agreements]

Y. Verification Against Discrimination of Firearm or Ammunition Industries. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19,

87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

Z. Verification Against Discrimination Developer Does Not Boycott Energy Companies. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

DEVELOPER
a ANA L. CARBAJAL **company**

By: ANA L. CARBAJAL

Date: 03-30-2023

TOWN OF LITTLE ELM, TEXAS

By: _____
Matt Mueller
Town Manager

Date: _____

ATTEST:

By: _____
Caitlan Biggs
Town Secretary

87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

Z. Verification Against Discrimination Developer Does Not Boycott Energy Companies. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

DEVELOPER
a _____company

By: _____

Date:_____

TOWN OF LITTLE ELM, TEXAS

By:_____
Matt Mueller
Town Manager

Date:_____

ATTEST:

By:_____
Caitlan Biggs
Town Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of _____, 2023, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF Denton, TX §

Before me, the undersigned authority, on this 30th day of March, 2023, personally appeared Ana L. Carbajal, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of Self.

[Seal]

JOYCE LITCHFIELD
Notary Public, State of Texas
Comm. Expires 06-27-2023
Notary ID 10368292

By: Joyce Litchfield
Notary Public, State of Texas

My Commission Expires: 6/27/23

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of _____, 2023, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

Before me, the undersigned authority, on this _____ day of _____, 2023, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of _____.

[Seal]

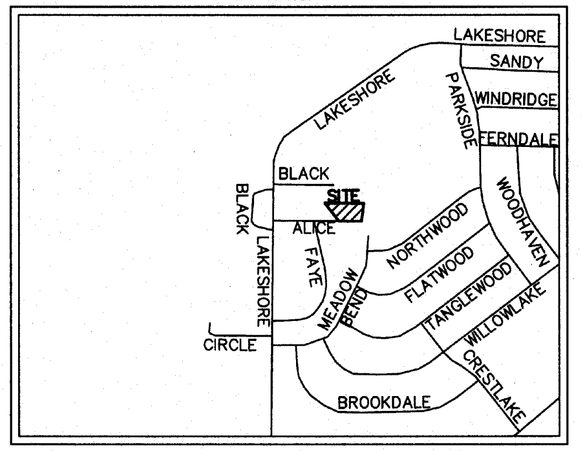
By:_____
Notary Public, State of Texas

My Commission Expires:_____

EXHIBIT A

Property Description

VICINITY MAP
N.T.S.



LEGEND:

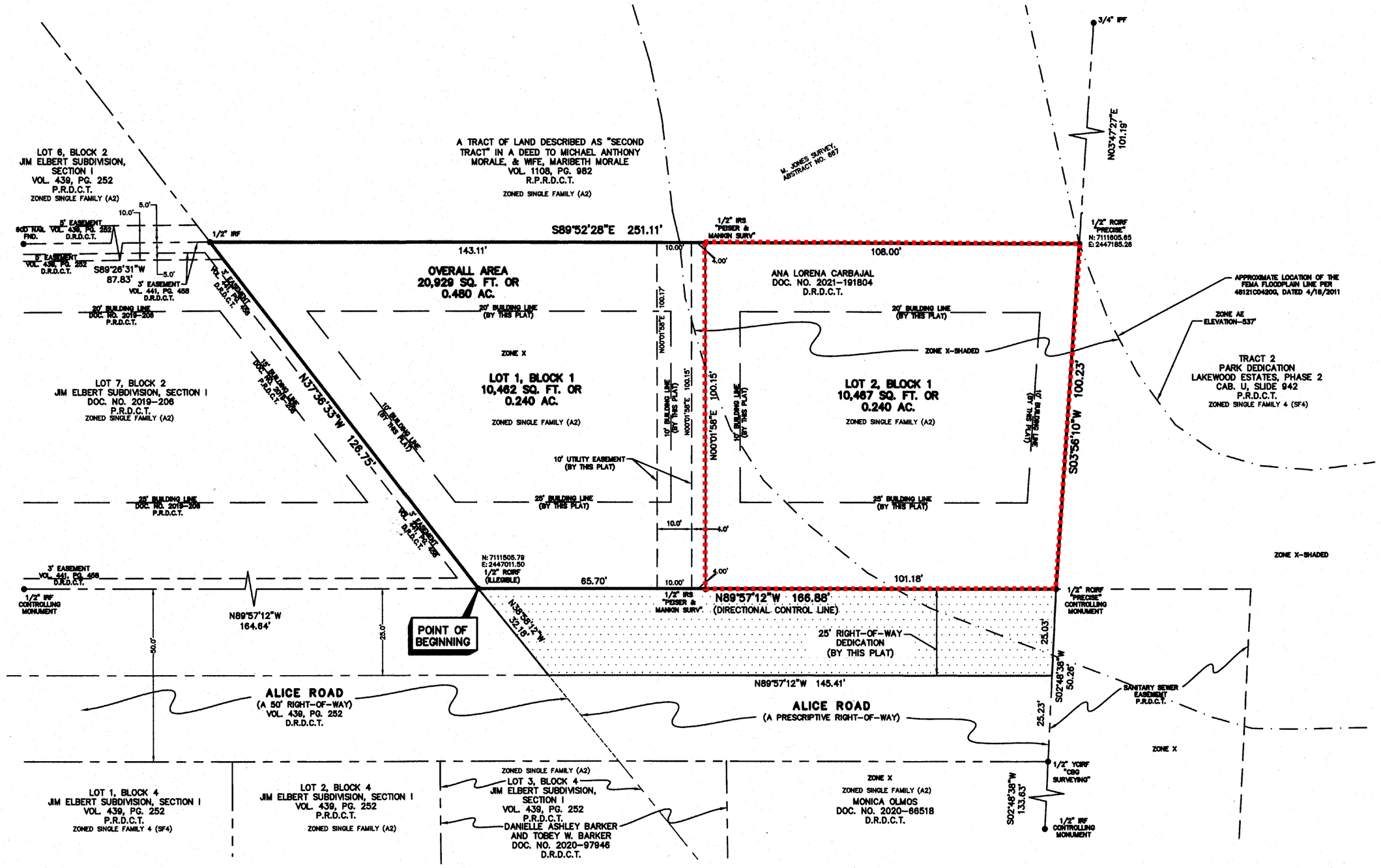
IRF – Iron Rod Found
IRS – Iron Rod Set w/ "PEISER & MANKIN SURV" red plastic cap
YCIRF – Iron Rod Found with yellow cap
RCIRF – Iron Rod Found with red cap
D.R.D.C.T. – Deed Records, Denton County, Texas
P.R.D.C.T. – Plat Records, Denton County, Texas
R.P.R.D.C.T. – Real Public Records, Denton County, Texas

LINETYPE TABLE

———	BOUNDARY LINE
— — —	ADJOINER LINE
— — — —	EASEMENT LINE
———	BUILDING LINE
——— — ———	STREET CENTERLINE

NOTES:

1. Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone 4202; NAD83 (2011) Epoch 2010) as derived locally from Allterra Central's Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) Methods. An average Combination Factor of 1.00014 was used to scale grid coordinates and distances to surface.
2. All lots comply with the minimum size requirements of the zoning district.
3. This property may be subject to charges related to impact fees and the applicant should contact the Town regarding any applicable fees due.
4. Notice—selling a portion of this addition by metes and bounds is a violation of Town ordinance and State Law and is subject to fines and withholding of utilities and building permits.
5. This plat does not alter or remove existing deed restrictions, if any, on this property.
6. Minimum finished floor elevations are at least 2 feet above the 100 year flood plain.
7. The a portion of the subject property does lie within a 100 year flood plain according to Community Panel No. 48121C0420G, dated 4/18/2011, of the National Flood Insurance rate Maps for Denton County, Texas.



LOT AREA TABLE:		
BLOCK	LOT	ACRES
1	1	0.240
1	2	0.240
AREA DATA TABLE:		
TYPE OF AREA		ACRES
RESIDENTIAL		0.480

CERTIFICATE OF AMENDING PLAT APPROVAL

Approved

Director of Development Services
Town of Little Elm, Texas

9/29/22
Date

Witness by hand this 29 day of Sept. 2022.

Town Secretary
Town of Little Elm, Texas

TOWN OF LITTLE ELM, TEXAS

OWNER:
ANA LORENA CARBAJAL
1513 HERON DR.
AUBREY, TEXAS 76227
972-632-9262
CARBAJAF.458@YAHOO.COM

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS, Ana Lorena Carbajal is the sole owner of a tract of land situated in the M. Jones Survey, Abstract No. 667, Town of Little Elm, Denton County, Texas, and being all that certain tract of land conveyed to Ana Lorena Carbajal, by General Warranty Deed recorded in Document Number 2021-191804, Real Property Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a ½ inch iron rod with red cap (illegible) found for the southwest corner of said Carbajal tract, same being the southeast corner of Lot 7, Block 2, Jim Elbert Subdivision, Section 1, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Document Number 2019-206, Real Public Records, Denton County, Texas, same being in the north right-of-way line of Alice Road (50 foot right-of-way);

THENCE North 37 deg. 36 min. 33 sec. West, along the common line of said Carbajal tract and said Lot 7, a distance of 126.75 feet to a ½ inch iron rod found for the northwest corner of said Carbajal tract, same being the northeast corner of said Lot 7, same being the southeast corner of Lot 6, Block 2, Jim Elbert Subdivision, Section I, according to the plat thereof recorded in Volume 439, Page 252, Plat Records, Denton County, Texas, same being the southwest corner of that certain tract of land conveyed as Second Tract to Michael Anthony Morale and wife, Maribeth Morale, by deed recorded in Volume 1108, Page 982, said Real Public Records;

THENCE South 89 deg. 52 min. 28 sec. East, along the common line of said Carbajal tract and said Morale tract, a distance of 251.11 feet to a ½ inch iron rod with red "Precise" cap found for the northeast corner of said Carbajal tract, same being the southeast corner of said Morale tract, same being in the west line of Tract 2, a Park Dedication per Cabinet U, Slide 942, said Plat Records;

THENCE South 03 deg. 56 min. 10 sec. West, along the common line of said Carbajal tract and said Tract 2, a distance of 100.23 feet to a ½ inch iron rod with red "Precise" cap found for the southeast corner of said Carbajal tract, same being the northeast corner of aforesaid Alice Road (no recording information found at this point);

THENCE North 89 deg. 57 min. 12 sec. West, along the common line of said Carbajal tract and said Alice Road, a distance of 166.88 feet to THE POINT OF BEGINNING and containing 20,929 square feet or 0.480 acre of computed land, more or less.

STATE OF TEXAS
COUNTY OF DENTON

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENT: That Ana Lorena Carbajal, owner, does hereby adopt this final plat designating the herein above described property as **Lots 1 & 2, Block 1, CARBAJAL ADDITION**, and Addition to the Town of Little Elm, Denton County, Texas, and does hereby dedicate to the public use forever, streets, rights of ways, and alleys shown thereon and does hereby dedicate the easement strips shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using same. No buildings, fences, trees, shrubs or other improvements shall be constructed, or placed upon, over, or across the easement strips of said plat. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths, which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of the easement strips, and any public utility shall at all times have the right of ingress or egress to or from an upon said easement for the purposes of construction, reconstruction, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective system without the necessity at any time of procuring permission.

By: _____

ANA LORENA CARBAJAL, OWNER

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Ana Lorena Carbajal known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity herein stated and the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of September 2022.

Notary Public in and for TARRANT County, Texas

JILL NIXON
Notary ID #131795789
My Commission Expires
November 13, 2022

SURVEYOR'S CERTIFICATE

I, Timothy R. Mankin, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual on the ground survey of the land and that the monuments shown thereon were found and/or placed under my personal supervision in accordance with Platting Rules and regulations of the City Planning Commission of the Town of Little Elm, Texas.

08/05/2022
Timothy R. Mankin
Registered Professional Land Surveyor, No. 6122
Date

STATE OF TEXAS
REGISTERED
TIMOTHY R. MANKIN
6122
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared TIMOTHY R. MANKIN, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity herein stated and the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of August 2022.

Notary Public in and for Tarrant County, Texas

JILL NIXON
Notary ID #131795789
My Commission Expires
November 13, 2022

SN2270A G01, S10, C13

45583 - A0667A M. JONES, TR 9 (ALL)

MINOR PLAT
CARBAJAL ADDITION
LOTS 1 & 2, BLOCK 1
BEING 0.480 ACRES SITUATED IN THE
M. JONES SURVEY, ABSTRACT NUMBER 667
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

Filed for Record
in the Official Records Of:
Denton County
On: 9/30/2022 12:59:57 PM
In the PLAT Records
CARBAJAL ADDITION
Doc Number: 2022-383
Number of Pages: 1
Amount: 50.00
Order#:20220930000457
By: PM

JOB NO.:	22-0402
DATE:	4/29/2022
FIELD DATE:	4/27/2022
SCALE:	1" = 20'
FIELD:	J.D.H.
DRAWN:	J.M.N.
CHECKED:	T.R.M.

PEISER & MANKIN SURVEYING, LLC
www.peisersurveying.com
1604 HART STREET
SOUTHLAKE, TEXAS 76092
817-481-1806 (O)
tmankin@peisersurveying.com
FIRM No. 100999-00
COMMERCIAL
RESIDENTIAL
BOUNDARIES
TOPOGRAPHY
MORTGAGE
Texas Society of Professional Surveyors
Member Since 1977

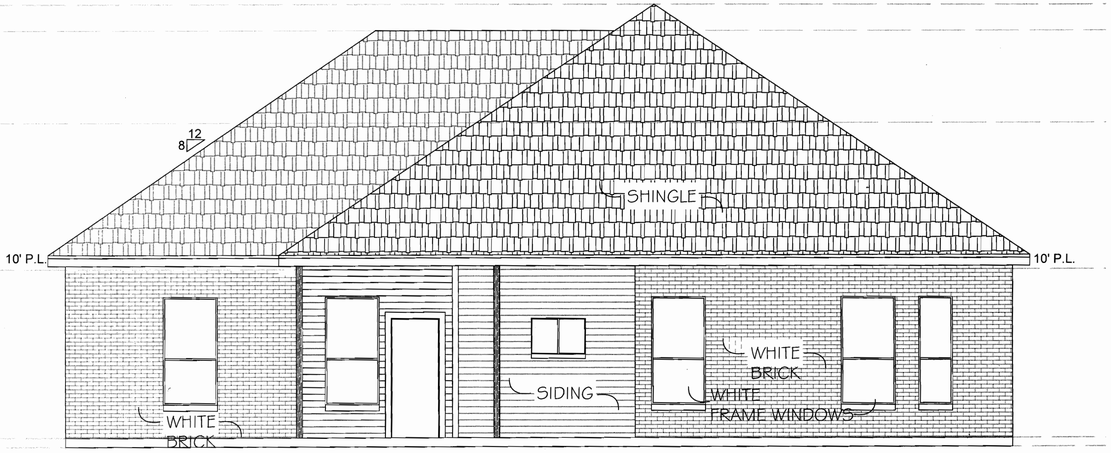
SHEET 1 OF 1

EXHIBIT B

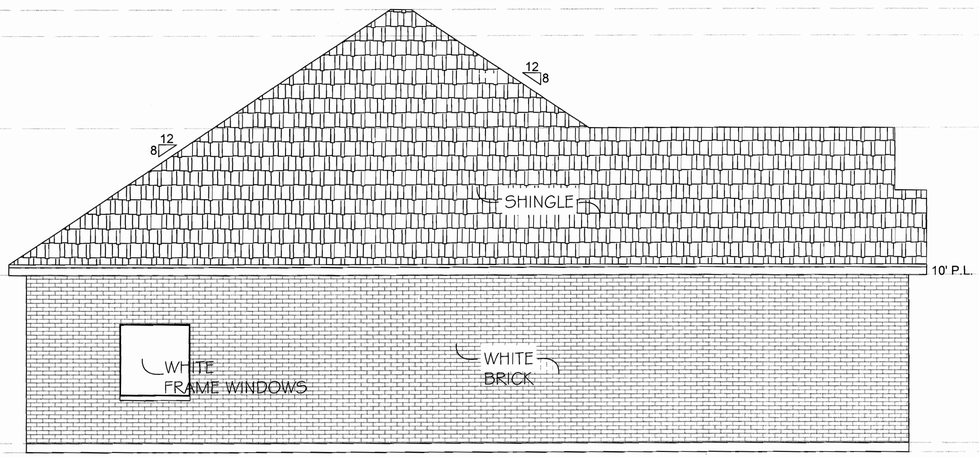
Development Plans



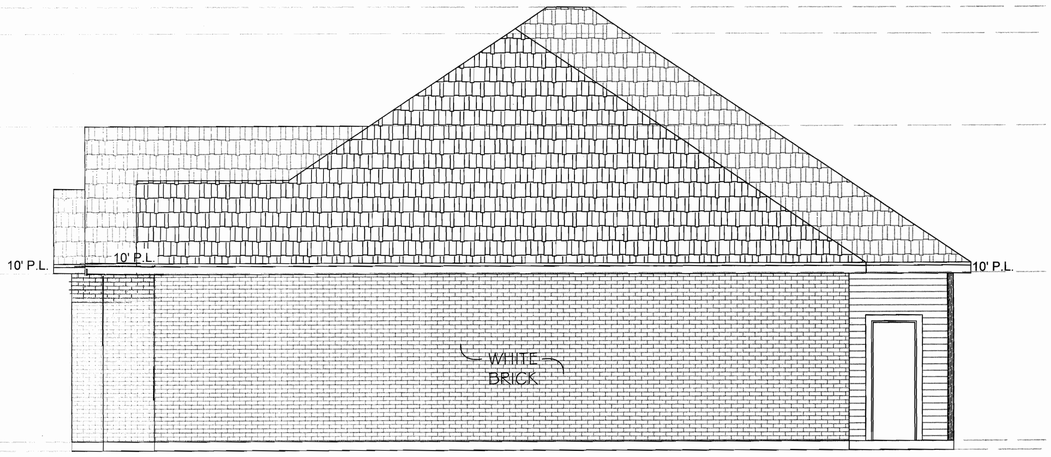
FRONT



REAR



LEFT



RIGHT

1 ELEVATIONS

Scale: 1/4"=1'-0"

PLANS BY MLA
MICHAEL V. LAND
EMAIL: planbylandmla@gmail.com
N. COLLINS BLVD
RICHARDSON TX. 75080
PHONE: 972.250.2005
FAX: 972.250.0605

CARBAJAL
Alice Road Lot 2 Block 1
Little Elm,TX

THESE PLANS ARE INTENDED TO PROVIDE BASIC CONSTRUCTION/DESIGN INFORMATION NECESSARY TO COMPLETE THIS STRUCTURE. FIELD VERIFY THE ACTUAL CONDITIONS AND DIMENSIONS PRIOR TO CONSTRUCTION. DO NOT SCALE THESE DRAWINGS. BUILDER RESERVES THE RIGHT TO MODIFY THESE PLANS AS REQUIRED IN THE FIELD. LOCAL CODES, ORDINANCES, AND RESTRICTIONS APPLY. LIMIT OF DESIGNERS LIABILITY NOT TO EXCEED PRICE PAID FOR THE PLANS.

PLAN NO.

15450123

DATE

02/23/2023

209 Alice Drive

Brick color for reference.



Garage doors for reference.



Date:	04/18/2023
Agenda Item #:	5. H.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Consider Action to Approve a **Development Agreement associated with the Lakefront Residential Overlay District, between the Town of Little Elm, and Charles Conrad Rogers and Laura Abarbanel, Property Owners of 113 West Park Drive.**

DESCRIPTION:

Subject property is located at 113 West Park Drive. This is an existing home zoned Single Family A2 with Lakefront Residential Overlay District. The property owners, Charles Conrad Rogers and Laura Abarbanel, would like to construct an addition onto the existing home, in order to provide an expanded master suite and study. The property owner has been working with Staff through the Lakefront Residential Design Committee review process and is proposing to match the new construction to the existing home.

Lakefront Residential Overlay District. The future land use section of the 2017 Comprehensive Plan calls for an objective within the recommendations section of the Lakefront District to plan for redevelopment and expansion of the district. In working with Council, staff has identified the residential areas surrounding the Lakefront Zoning District as areas prime for redevelopment. The purpose for the overlay is to establish zoning for residential areas around the existing Lakefront District within the context of redevelopment. The associated standards and visual examples will function to create a residential area that provides flexibility and variety in unique architectural design and high-quality alternative materials.
The goal is to expand on the Town's targeted "lakeside community character" by creating flexibility in residential architectural design, promoting the utilization of a variety of high-quality building materials, encouraging residential redevelopment, and providing unique development standards. The intent of the Overlay District is to expand upon the Lakefront District's desire to provide a comfortable and attractive environment that will provide a unique, yet compatible residential neighborhood by encouraging redevelopment that is distinct from traditional residential subdivisions.

The proposed design was reviewed based on the architectural design criteria provided within the

Overlay District.

(d) *Architectural elements.*

(1) *Architectural variety.* No facade may be repeated within any five adjacent lots or across the street from those lots. A request to vary from this standard shall be reviewed and approved by the LRDC.

(2) *Tripartite architecture.* The exterior facades of homes shall be broken up into three distinct sections (base, middle, top) utilizing different primary and accent materials, colors, and/or general orientation of materials.

(3) *Gifts to the street.* Homes shall provide a minimum of two gifts to the street. Proposed features not noted in the definition for "gifts to the street" shall be approved at the discretion of the LRDC.

(4) *Fences.* Fences adjacent to public parks, open space, drainage areas or floodplains shall be constructed of black tubular (wrought iron) fencing. All other fencing shall adhere to the residential fences section (section 106.06.32) of the zoning ordinance.

(5) *Roofs.* Roofs shall be constructed with architectural grade shingles, or better. Seamed metal, clay and slate tile roofs (cement based) are permitted. Flat roofs may be utilized so long as they can properly drain which will be determined by the building official.

(6) *Windows.* Openings and panes shall be vertically proportioned or square and be separated with trim.

(7) *Gutters.* Gutters shall be copper, galvanized steel, aluminum or painted if exposed.

(8) *Chimneys.* If chimneys are located on a street-facing wall, they shall extend to the ground.

(9) *Concealed items.* HVAC units, trash storage, and utility meters shall be concealed.

The Lakefront Residential Design Committee has reviewed the proposed development plans and determined that they meet the vision and intent of the Overlay District.

Town Council approval of the attached Development Agreement and associated exhibits is the final step in allowing this project to begin its residential building permit review.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

The Lakefront Residential Design Committee recommends approval of the attached development plans and associated exhibits.

Attachments

Development Agreement - 113 West Park Drive

STATE OF TEXAS	**§**	**DEVELOPMENT AGREEMENT**
	§	**FOR 113 WEST PARK DRIVE**
COUNTY OF DENTON	**§**	

This Development Agreement for 113 West Park Drive ("**Agreement**") is entered into between Charles Conrad Rogers, property owner, ("**Developer**"), whose address for purposes of this Agreement is 113 West Park Drive, Little Elm TX 75068-5014, and the Town of Little Elm, Texas ("**Town**"), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

Recitals:

1. Developer is the owner of .2570 acres generally located at 113 West Park Drive, on the west side of West Park Drive, identified as Lot 9, Block 3 of Frisco Park Estates, in the Town of Little Elm, Texas (the "**Property")**, which Property is more particularly described in **Exhibit A** attached hereto.

2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.

3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:

Section 1. Incorporation of Premises. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so ("**Effective Date**"). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing, or until all obligations in the Agreement have been fulfilled ("**Term**").

Section 3. Agreements. The Parties agree as follows:

A. The negotiated and agreed upon development plans attached hereto as **Exhibit B**, which incorporate by reference the general zoning regulations of the Town's zoning ordinance, are hereby adopted and incorporated into this agreement as contractually-binding obligations of the Developer.

B. All new exterior materials and colors will match existing home construction.

Section 4. Miscellaneous.

A. Applicability of Town Ordinances. When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town

ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

B. **Default/Mediation**. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

C. **Venue**. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.

D. **Relationship of Parties**. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

E. **Severability**. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

F. **Cumulative Rights and Remedies**. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this

Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

G. **Exhibits**. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

H. **Surviving Rights**. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

I. **Applicable Laws**. This Agreement is made subject to the existing provisions of the Charter of the Town of Little Elm, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.

J. **Authority to Execute**. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

K. **Amendments**. This Agreement may be only amended or altered by written instrument signed by the Parties.

L. **Headings**. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.

M. **Entire Agreement**. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

N. **Filing in Deed Records**. This Agreement shall be recorded in the real property records of Denton County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon Developer and all of Developer's heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.

O. **Notification of Sale or Transfer; Assignment of Agreement**. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "**Assignee**") that is or will

become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor developer, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

P. **Sovereign Immunity**. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

Q. **Exactions/Infrastructure Costs**. Developer has been represented by legal counsel, or has had an opportunity to do so, in the negotiation of this Agreement, and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

R. **Waiver of Texas Government Code § 3000.001 et seq**. With respect to the improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.

S. **Rough Proportionality**. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Developer and the Town further agree to waive and release all claims one may have

against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

T. Form 1295 Certificate. The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

U. Undocumented Workers Provision. The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the Town notifies Developer of the violation.

V. Non-Boycott of Israel Provision. In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.

W. Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

X. Report Agreement to Comptroller's Office. Town covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021). [For Chapter 380 Agreements]

Y. Verification Against Discrimination of Firearm or Ammunition Industries. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19,

87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

Z. Verification Against Discrimination Developer Does Not Boycott Energy Companies. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

DEVELOPER
a _____company

By: _____

Date:_____

TOWN OF LITTLE ELM, TEXAS

By:_____
Matt Mueller
Town Manager

Date:_____

ATTEST:

By:_____
Caitlan Biggs
Town Secretary

87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

Z. Verification Against Discrimination Developer Does Not Boycott Energy Companies. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

DEVELOPER
a CHARLES ROGERS **company**

By: _____

Date: 4/12/23

TOWN OF LITTLE ELM, TEXAS

By: _____
Matt Mueller
Town Manager

Date: _____

ATTEST:

By: _____
Caitlan Biggs
Town Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of _____, 2023, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

Before me, the undersigned authority, on this _____ day of _____, 2023, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of _____.

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of _____, 2023, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF Denton §

Before me, the undersigned authority, on this 12 day of April, 2023, personally appeared Charles Rogers, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of property owner.

[Seal]

MARY JENNETTE ESPINOSA
Notary ID #129895531
My Commission Expires
October 18, 2026

By: Mary Jennette Espinosa
Notary Public, State of Texas

My Commission Expires: 10-18-26

EXHIBIT A

Property Description

MICHELLE FRENCH
DENTON COUNTY TAX ASSESSOR/COLLECTOR
P O BOX 90223
DENTON, TX 76202
(940) 349-3500

Duplicate Receipt

Property Account Number:
44449DEN

Statement Date: 2/23/23
Owner: ROGERS CHARLES CONRAD & ABAF
Mailing Address: PO BOX 9202
COPPELL TX 75019

Property Location: 0000113 W PARK DR
Acres: 0.257
Legal: FRISCO PARK ESTATES BLK 3 LOT 9

Exemptions: GENERAL HOMESTEAD, DISABLED VETERAN 30% TO 49%
Receipt #: 42180538 Deposit #: 202212207625-2022/dayne.banhar

YEAR	TAXING ENTITIES	TAXABLE VALUE	TAX RATE PER $100	DATE PAID	BASE TAX PAID	PENALTY & INTEREST PAID
2022	TOWN OF LITTLE ELM	$462,500.00	0.629900	12/19/22	$2,913.29	$0.00
2022	LITTLE ELM ISD	$422,500.00	1.412900	12/19/22	$5,969.50	$0.00
2022	DENTON COUNTY	$457,500.00	0.217543	12/19/22	$995.26	$0.00

BASE TAX **$9,878.05**
TOTAL PAID **$9,878.05**

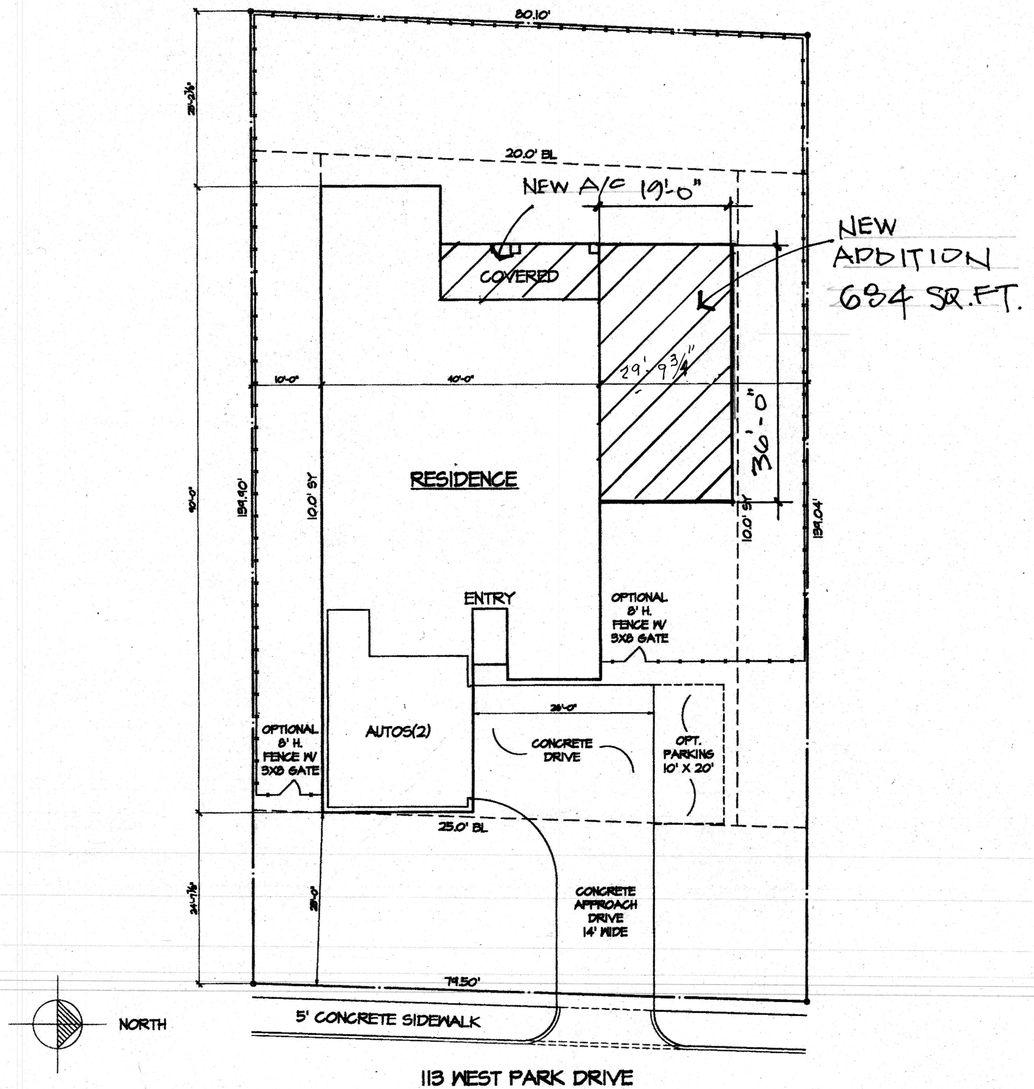
Remitted By: CORELOGIC
PO BOX 9202
COPPELL TX 75019

Payment Type: CHECK
Check #: 1219B6B7HU4R013

Remaining Amount Due As of 2/23/23
0.00

EXHIBIT B

Development Plans



113 WEST PARK DRIVE

SITE PLAN

SCALE: 1"= 10'-0"

LOT 9 BOCK 3
FRISCO PARK ESTATES
LITTLE ELM, DENTON COUNTY, TEXAS

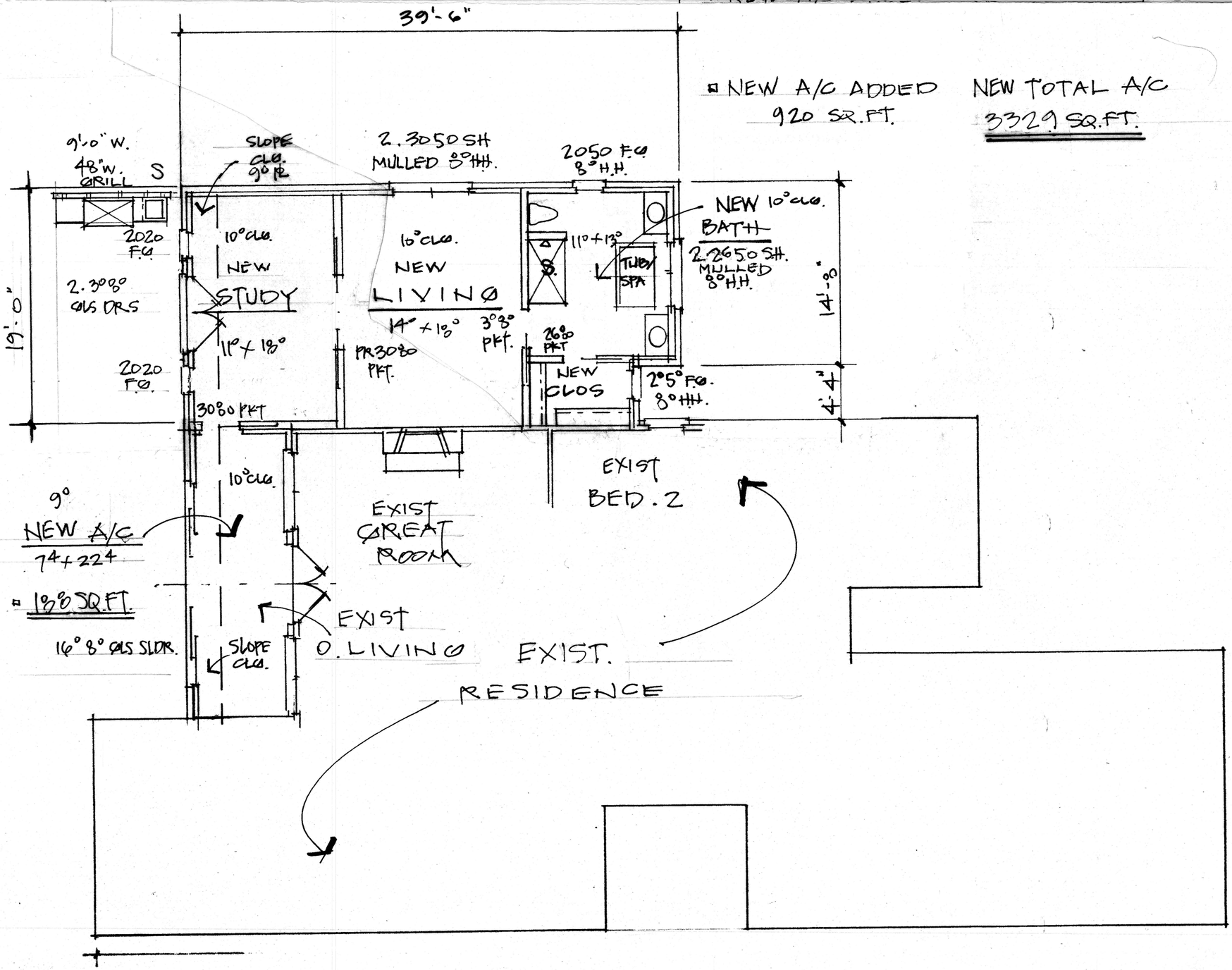
LOT AREA	11,121 SF	
PAD AREA	3,051 SF	+ 684 S.F.
COVERAGE	27.43 %	= 33.58%

SHEET
1
OF 1

10/26/18

PINERIDGE HOMES
113 WEST PARK DRIVE
LITTLE ELM, DENTON COUNTY, TEXAS

FEB. 23, 2023



FLOOR PLAN

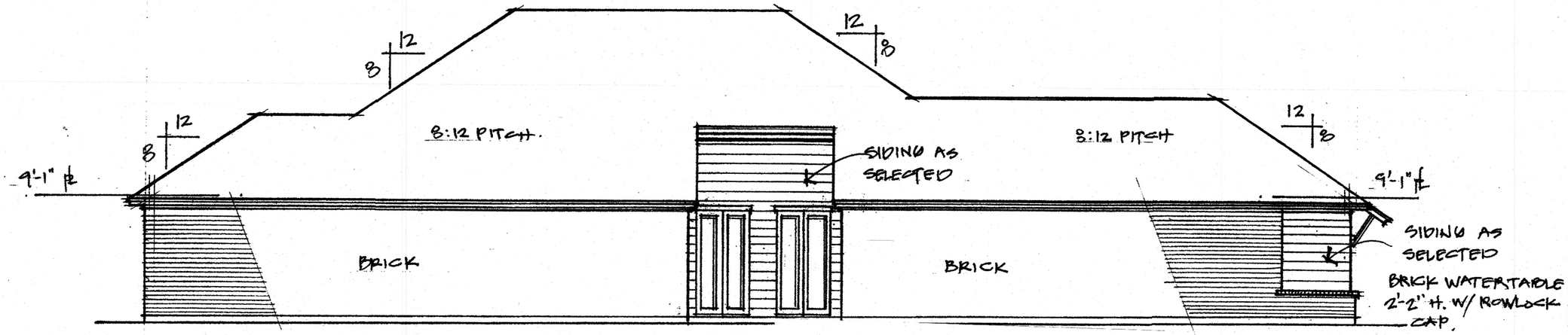
SC: 1/4" = 1'-0"

AREAS	AS BUILT	NEW A/C
TOTAL A/C	2221	3329 SQFT.
AUTOS (2)	544	
COVERED	234	

3/2/2023

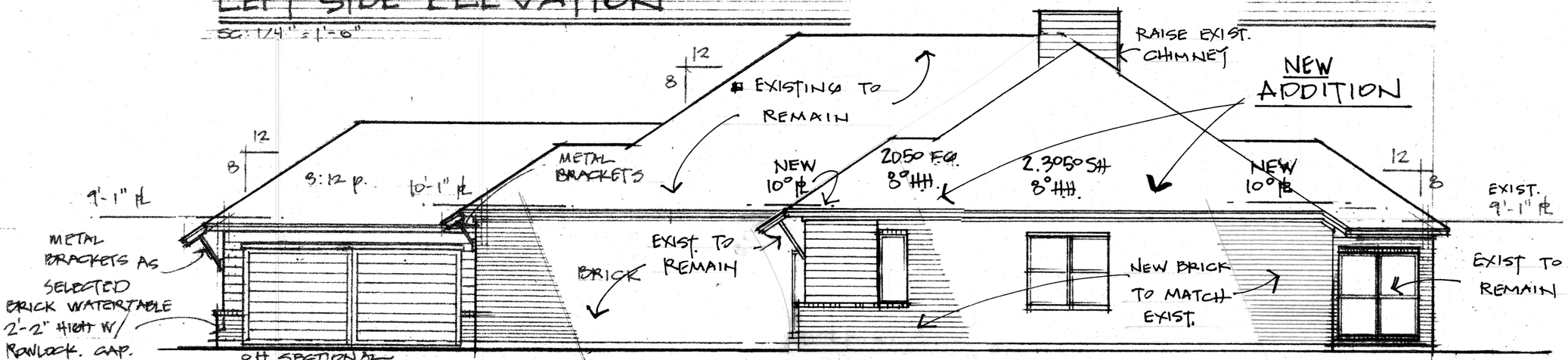
SHEET 2 of 5

PINERIDGE HOMES
113 WEST PARK DRIVE
LITTLE ELM, DENTON COUNTY, TEXAS



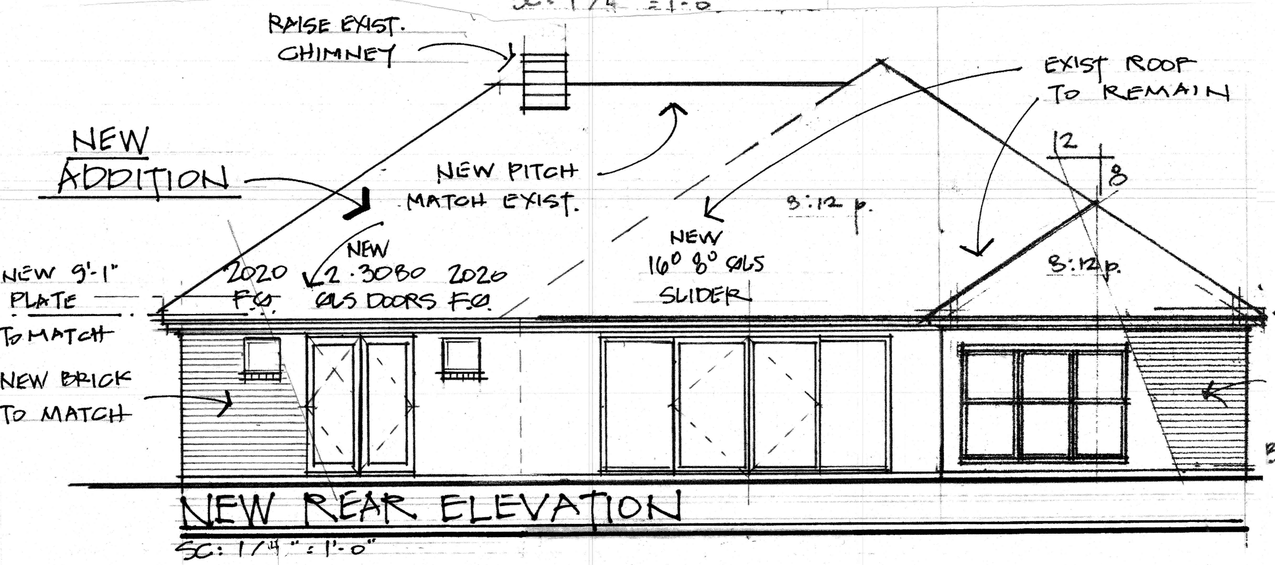
LEFT SIDE ELEVATION

SC: 1/4" = 1'-0"



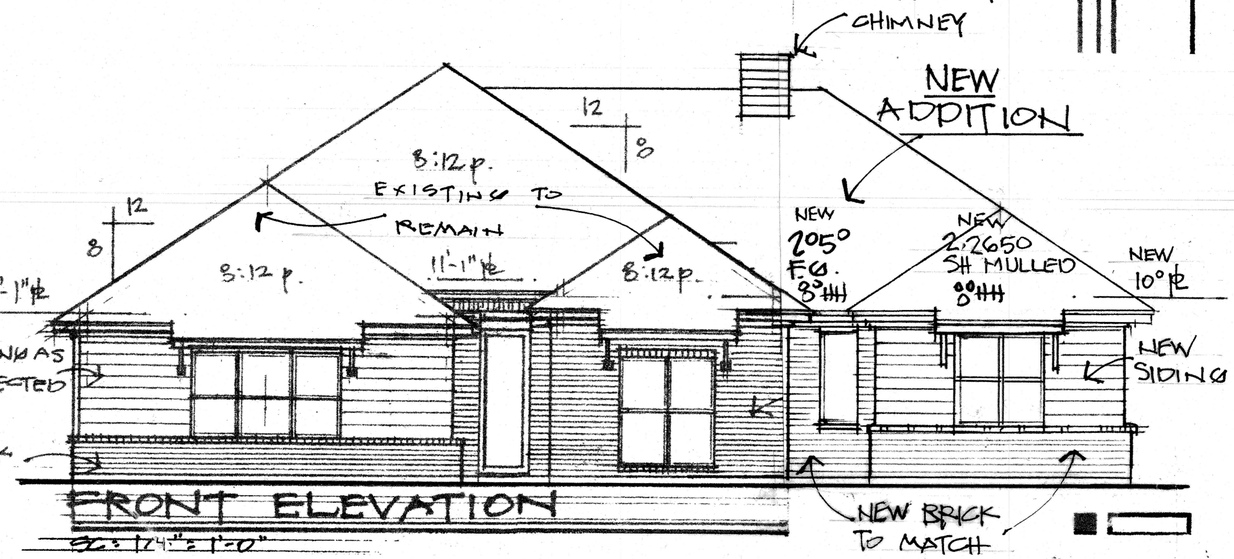
RIGHT SIDE ELEVATION

SC: 1/4" = 1'-0"



NEW REAR ELEVATION

SC: 1/4" = 1'-0"

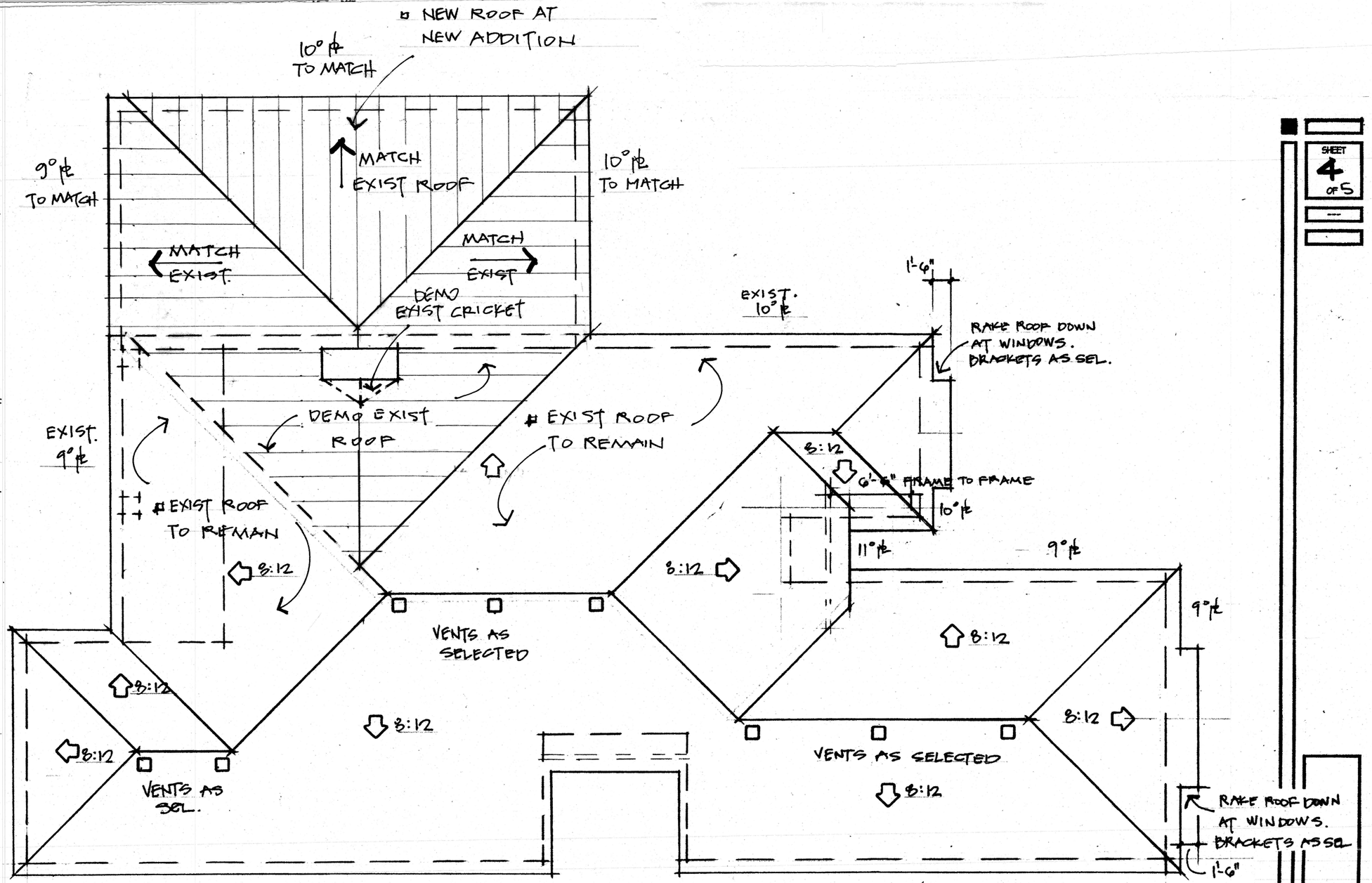


FRONT ELEVATION

SC: 1/4" = 1'-0"

GENERAL NOTES

1. ALL CONSTRUCTION WORK SHALL CONFORM TO THE MINIMUM REQUIREMENTS OF THE INTERNATIONAL RESIDENTIAL CODE AND ALL OTHER CODES, ORDINANCES AND AMENDMENTS WITH APPLICABLE JURISDICTION.
2. THE GENERAL CONTRACTOR SHALL BRING ERRORS, OMISSIONS AND INCONSISTENCIES IN THE DRAWINGS OR AMBIGUITIES BETWEEN DRAWINGS AND SITE CONSTRUCTION TO THE ATTENTION OF THE OWNER AND OF THE ARCHITECT.
3. CIVIL, STRUCTURAL, MECHANICAL AND LANDSCAPE DRAWINGS TO BE PROVIDED BY THE OWNER.
4. VERIFY LOCATION OF UTILITIES SERVICING THE SITE.
5. DO NOT SCALE THESE DRAWINGS.
6. VERIFY DIMENSIONS AND NOTIFY THE ARCHITECT OF DESCREPANCIES.
7. INTERIOR WOOD STUD WALLS ARE DIMENSIONED TO CENTERLINE OF WALL.
8. VERIFY FIREPLACE SIZES, INCLUDING HEARTH EXTENSIONS REQUIRED BY CODE.
9. VENT CLOTHES DRYERS TO OUTSIDE.
10. LOCATIONS OF HVAC UNITS AND WATER HEATERS TO BE DETERMINED BY OTHERS.
11. ALL FINISHES SHALL COMPLY WITH APPLICABLE BUILDING CODE STANDARDS FOR FLAME SPREAD.
12. THIS SET OF DRAWINGS CONSTITUTES A "BUILDERS SET" OF DRAWINGS AND IS FOR PERMITTING. THE CONTENTS SHALL BE VERIFIED BY THE GENERAL CONTRACTOR. ALL MATERIAL SPECIFICATIONS NOT INDICATED ON THESE DRAWINGS SHALL BE APPROVED BY THE OWNER. ALL MATERIALS SHALL BE NEW AND SHALL MEET OR EXCEED INDUSTRY STANDARDS.
13. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ACHIEVING INTENT OF DETAILING AND APPROVAL OF THE OWNER. THE GENERAL CONTRACTOR SHALL PROVIDE CONSTRUCTION METHODS AND QUALITY STANDARDS.
14. ALL WOOD FRAME WALLS TO BE 2X6 STUDS AT 16 INCHES ON CENTER TO MAX. HEIGHT OF 10', AND SUPPORTING ONE FLOOR, ROOF AND CEILING. WALL HEIGHTS EXCEEDING 10' REQUIRE STRUCTURAL ANALYSIS TO DETERMINE STUD SIZE AND SPACING.
15. EVERY MATERIAL SHALL BE INSTALLED ACCORDING TO THE MANUFACTURERS BEST RECOMMENDATIONS. PROVIDE COMPLETE SYSTEMS FROM PRIMARY PRODUCT MANUFACTURER.
16. ATTIC AND ROOF VENTILATION SHALL COMPLY WITH LOCAL CODES.
17. THE ARCHITECT SHALL NOT HAVE AUTHORITY OVER OR RESPONSIBILITY FOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OF CONSTRUCTION AS SELECTED BY THE CONTRACTOR, OR FOR THE SAFETY PRECAUTIONS AND PROGRAMS INCIDENT TO THE WORK OF THE CONTRACTOR, OR FOR THE FAILURE OF THE CONTRACTOR TO COMPLY WITH THE LAWS, RULES, REGULATIONS, ORDINANCES, CODES OR ORDERS APPLICABLE TO THE CONTRACTOR FURNISHING AND PERFORMING THE WORK.



ROOF PLAN

SC: 1/4 "=1'-0"

BLDG. CODE: 1 SQUARE FEET OF ROOF VENT FOR EVERY 150 SQUARE FEET OF ATTIC SPACE

~~APRIL 10, 2019~~
FEB 23, 2023

SHEET 4 OF 5

PINERIDGE HOMES
113 WEST PARK DRIVE
LITTLE ELM, DENTON COUNTY, TEXAS



Date:	04/18/2023
Agenda Item #:	6. A.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action to Approve a **Development Agreement Amendment between the Town of Little Elm and Denton Independent School District.**

DESCRIPTION:

Background.

Subject property is located within Phase 3 of the Linden Hills residential subdivision. Phase 1 and 2 were developed under the Spiritas Agreement development standards, however, Phase 3 was located outside of the original Spiritas Agreement East Tract designation. In order to maintain cohesiveness between the three phases, as well as ensure quality of development for all the residents, Council direction was to incorporate elements of those development standards into Phase 3 as part of consenting to the formation of a MUD. On May 4, 2021 a Development Agreement (Agreement) was approved by Council, encompassing a list of agreed upon development standards and a plat document serving as a conceptual plan for the residential development.

Request.

Since then, a portion of Phase 3 had been sold to the Denton Independent School District for the purposes of constructing a new elementary school. While properties within the Town's ETJ are not subject to the Town's zoning requirements, because this particular piece of land has an existing Agreement, any deviations from the Agreement, allow the Town additional review and approval power. Since the current Agreement specifically identifies land and standards for residential development, and does not contain any reference to non-residential development, the proposed school development requires approval from the Town Council through an amendment of the current Development Agreement; this was explained to the School District at the time of purchasing the land.

For the past several months, Staff and the School District have negotiated a list of non-residential development standards and associated exhibits, and the School District is now ready to move forward with the request for an amendment to the existing Agreement. Similarly, as has been done

in the recent past for school development, development standards were established based on the Light Commercial district. The non-residential development standards in this Agreement would be applicable specifically to the property on which the school is to be constructed. The negotiated nonresidential development standards within this agreement are comparable to those of the residential component and should allow the school site to fit cohesively into the neighborhood.

Standards.
The Agreement outlines general restrictions under which the property is to be developed, and provides for concept plan adoption, generally laying-out the site and structures to the agreed upon standards. The Agreement also includes exhibits providing further detail with regard to building design, overall site lighting allowance, tree mitigation, and proposed landscape and irrigation. The exhibits are not intended to serve as approved plans for construction.

The conceptual site plan depicts the minimum standards for site layout, parking lot detail, and general circulation, identifying setbacks, area, height, and lot coverage, to enable the non-residential site to co-exist within the residential neighborhood.

The proposed building design utilizes the minimum base requirements of commercial property architectural standards, providing the minimum acceptable articulation, tripartite design, and material standards, given the property's location within the Town's ETJ.

The landscape and irrigation exhibits provide a visual representation of the proposed minimum landscape and irrigation standards, generally identifying tree and shrub locations, quantities, minimum of 4 caliper inches for shade trees, and planting species; all comparable to those of the residential neighborhood. These exhibits identify how the proposed tree planting is intended to serve as the living screen between the school and neighboring homes, as well as the right-of-way.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Development Agreement - Linden Hills Phase 3 Amendment (Denton ISD Property)

STATE OF TEXAS	**§**	**DEVELOPMENT AGREEMENT**
	§	**FOR LINDEN HILLS PHASE 3**
COUNTY OF DENTON	**§**	**AMENDMENT - DENTON ISD PROPERTY**

This Development Agreement, an Amendment to Linden Hills Phase 3, specifically with regard to the Denton Independent School District Property ("**Agreement**") is entered into between the developer, Denton Independent School District "**DISD**", whose address for purposes of this Agreement is 13607 N. Locust Street, Denton, Texas 76201 and the Town of Little Elm, Texas ("**Town**"), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. DISD and the Town are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

Recitals:

1. DISD is the owner, and developer, of 16.054 Acres located in the extraterritorial jurisdiction of the Town of Little Elm, Texas (the "**Property**"), which Property is more particularly described in **Exhibit A** attached hereto, and which Property DISD intends to develop as a two-story elementary school.

2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.

3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:

Section 1. Incorporation of Premises. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so ("**Effective Date**"). This Agreement shall remain in full force and effect from the Effective Date until the obligations required by this Agreement are satisfied by DISD ("**Term**").

Section 3. Agreements. The Parties agree as follows:

A. The property will be developed consistent with the following restrictions and incorporated exhibits:

1. The Concept Plan attached hereto and incorporated herein by reference, demonstrates locations of the proposed structures and improvements within the property. Amendments to the Concept Plan must be approved by Council action, except that the Director of Development Services may approve minor revisions which do not significantly alter the basic relationship or intent of the proposed development.

2. Two-story elementary school shall be designed for this site consisting of an exterior skin being approximately made up of masonry panels, aluminum framed glass windows, and metal panels.

3. This project will have a monument sign which will meet the requirements of the Town of Little Elm.

4. The following sheets are provided and incorporated as exhibits of this agreement:

Concept Site Plan
Plat Document
Photometric Plan
Architectural Site Plan
Architectural Façade Plans
Architectural Color Renderings
Rooftop Mechanical Equipment Screening
Tree Mitigation Plans
Landscape and Irrigation Plans

5. Maximum lot coverage: 25%.

6. Minimum 1st floor area of the school building is approximately 75,000 square feet.

7. Landscaping regulations: It shall be the owner's responsibility that the site shall contain the following:

The site shall be fully irrigated
The site shall be fully sodded.
Provide one 4" caliper tree per 35 L.F. of residential lot lines. Trees to be staggered and not all trees will be within the 20' residential landscape buffer.
Provide one 4" caliper tree per 30 L.F. street frontage. Trees shall be staggered and not all trees will be within the 25' street landscape buffer.
Parking to be screened with 36" evergreen hedge at head-in parking spaces facing residential lots or street frontage.
Removal of hackberry trees with trunk or branch rot to be exempt from tree mitigation requirements.
All proposed trees for the site shall count towards existing tree mitigation.
Residential wood fencing and tree planting shall fulfill the screening wall requirements.

7. Building Codes: the 2018 International Building Code, the 2018 International Fire Code, the 2018 National Electrical Code, the 2018 International Mechanical Code, the 2018 International Plumbing Code, the 2018 International Gas Fuel Code, the 2018 International Energy Conservation Code, and the 2018 International Property Maintenance Code (including all Code Amendments or subsequent versions

of such codes), and ICC 500 – ICC/NSSA Standard for the Design and Construction of Storm Shelters.

B. No new structure (as such term may be defined, from time to time, by the Town, but in any event, including every structure designed or intended for human occupancy and every accessory structure intended for human occupancy, and all other buildings or structures, a "**Structure**") shall be constructed, installed, or located within the Property unless a building permit has been issued by a Town inspector. All building permits shall be paid for by the builder preforming the work (or by the owner of the property on which the work is being performed). Conformance of any structure or other buildings or improvements and plans therefore with the Building Codes is the sole responsibility of each builder, and nothing in this section is intended to create any liability of the Town for such conformance.

Section 4. Miscellaneous.

A. **Default/Mediation**. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

B. **Venue**. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.

C. **Relationship of Parties**. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

D. **Severability**. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

E. **Cumulative Rights and Remedies**. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

F. **Exhibits**. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

G. **Surviving Rights**. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

H. **Applicable Laws**. This Agreement is made subject to the existing provisions of the Charter of the Town of Little Elm, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.

I. **Authority to Execute**. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

J. **Amendments**. This Agreement may be only amended or altered by written instrument signed by the Parties.

K. **Headings**. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.

L. **Entire Agreement**. This Agreement contains the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

M. **Filing in Deed Records**. This Agreement shall be recorded in the real property records of Denton County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon DISD and all of DISD's heirs, successors, and assigns and the future Owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.

N. **Assignment of Agreement**. DISD has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of DISD under this Agreement, to any person or entity (an "**Assignee**") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with DISD. Each assignment shall be in writing executed by DISD and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the owner or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting owner or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor owner assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor owner, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by DISD shall release DISD from any liability that resulted from an act or omission by DISD that occurred prior to the effective date of the assignment. DISD shall maintain true and correct copies of all assignments made by DISD to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

O. **Waiver of Texas Government Code § 3000.001 et seq**. With respect to the improvements constructed on the Property pursuant to this Agreement, DISD hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.

P. **No Israel Boycott**. In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this contract on behalf of DISD verifies by DISD's signature on this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this contract.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

DISD

Denton Independent School District

By: _____
J. Scott Niven
Deputy Superintendent

Date: _____

TOWN OF LITTLE ELM, TEXAS

By: _____
Matt Mueller
Town Manager

Date: _____

ATTEST:

By: _____
Caitlan Biggs
Town Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of ___, 2023, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: _____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of ___, 2023, personally appeared J. Scott Niven, in his capacity as Deputy Superintendent of the Denton Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in his individual capacity.

[Seal] By:_____
Notary Public, State of Texas

EXHIBIT A

Legal Description of the Land

BEING a tract of land situated in the J. Gonzalez Survey, Abstract No. 447 and the S. Guarrar Survey, Abstract No. 456, Town of Little Elm, Denton County, Texas, and being a portion of a called 20.089 acre tract of land described in a Special Warranty Deed to Lennar Homes of Texas Land and Construction, Ltd., as recorded in Instrument No. 2022-40238 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the southwest corner of said 20.089 acre tract, common to the northwest corner of a called 25.000 acre tract of land described in a deed to Lennar Homes of Texas Land and Construction, Ltd., as recorded in Instrument No. 2021-98194 of the Official Records of Denton County, Texas, the north end of the easterly terminus of Eppright Drive, a 50 foot wide right-of-way, and the southeast corner of Paloma Creek South Phase 10A, according to the Final Plat thereof recorded in Document No. 2015-416 of the Plat Records of Denton County, Texas, from which, a 5/8 inch iron rod with plastic cap stamped “Petitt RPLS 4087” found for witness bears North 19°26’09” East, 0.21 feet;

THENCE North 02°03'05" East, departing the northerly right-of-way line of said Eppright Drive, along the westerly line of said 20.089-acre tract and the easterly line of said Paloma Creek South Phase 10A, a distance of 788.58 feet to a 5/8-inch iron rod with plastic cap stamped “Petitt RPLS 4087” found for the northwest corner of said 20.089-acre tract, common to an ell corner of said Paloma Creek South Phase
10A;

THENCE South 88°10'51" East, along the northerly line of said 20.089 acre tract, the southerly line of said Paloma Creek South Phase 10A and the southerly line of Paloma Creek South Phase 10B, according to the Final Plat thereof recorded in Document No. 2016-2166 of the Plat Records of Denton County, Texas, a distance of 952.32 feet to the northeast corner of said 20.089 acre tract, common to the southeast corner of said Paloma Creek South Phase 10B, same being on the westerly line of Linden Hills Phase 1, according to the Final Plat thereof recorded in Document No. 2021-297 of the Plat Records of Denton County, Texas, from which, a 5/8 inch iron rod with plastic cap stamped “Petitt RPLS 4087” found for witness bears North 0°01’ West, 0.6 feet;

THENCE South 01°32'34" West, along the easterly line of said 20.089-acre tract and the westerly line of said Linden Hills Phase 1, a distance of 562.49 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for the southeast corner of said 20.089-acre tract, common to the northeast corner of said 25.000-acre tract;

THENCE along the common line of said 20.089-acre tract and said 25.000-acre tract, the following courses and distances:

North 88°27'26" West, a distance of 105.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 43°27'26" West, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 01°32'34" East, a distance of 2.31 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 88°27'26" West, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 01°32'34" West, a distance of 202.21 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 46°32'34" West, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

THENCE departing said common line and crossing said 20.089-acre tract, the following courses and distances:

North 88°27'26" West, a distance of 102.42 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the right with a radius of 140.00 feet, a central angle of 25°07'12", and a chord bearing and distance of North 75°53'50" West, 60.89 feet;

In a northerly direction, with said tangent curve to the right, an arc distance of 61.38 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a reverse curve to the left with a radius of 225.00 feet, a central angle of 57°35'26", and a chord bearing and distance of South 87°52'03" West, 216.76 feet;

In a southerly direction, with said reverse curve to the left, an arc distance of 226.16 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a reverse curve to the right with a radius of 140.00 feet, a central angle of 32°38'17", and a chord bearing and distance of South 75°23'29" West, 78.68 feet;

In a northerly direction, with said reverse curve to the right, an arc distance of 79.75 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 88°17'22" West, a distance of 155.57 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner on the common line of said 20.089-acre tract and said 25.000-acre tract;

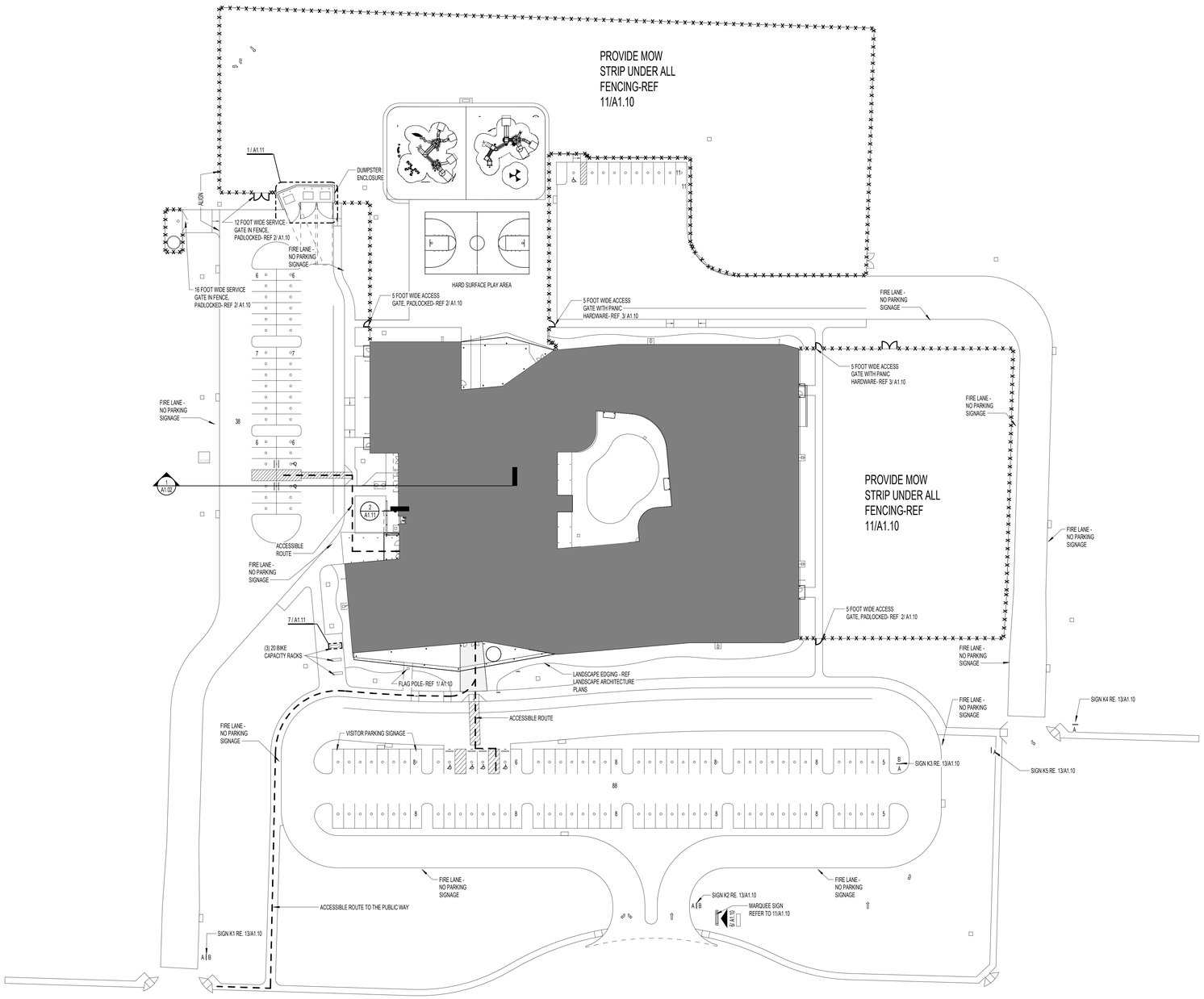
THENCE along the common line of said 20.089-acre tract and said 25.000-acre tract, the following courses and distances:

North 43°07'09" West, a distance of 14.10 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 88°17'22" West, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 46°52'51" West, a distance of 14.18 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 88°17'22" West, a distance of 105.00 feet to the **POINT OF BEGINNING** and containing 16.054 acres (699,298 square feet) of land, more or less.



SITE PLAN GENERAL NOTES

1. REFER TO SHEET A 0.00 FOR ADDITIONAL GENERAL NOTES.
2. RE: SHEET G0.01 & G0.02 FOR TAS REQUIREMENTS
3. RE: G0.03 FOR CODE PLAN
4. NOT USED.
5. ALL FENCING SHALL BE VINYL COATED CHAIN LINK, 72" HIGH UNO.
6. PROVIDE 48" HIGH, 4" DIA. CONCRETE FILLED STEEL BOLLARDS SPACED 8' O.C. AROUND SIDES AND BACK OF DUMPSTER YARDS, AND AROUND ELECTRICAL TRANSFORMER AS REQUIRED BY ELECTRICAL PROVIDER.
7. ALL DISTURBED AREAS SHALL BE FINISH GRADED, REVEGETATED, AND IRRIGATED.
8. FLAGPOLES SHALL HAVE MIN. 8' DIAMETER PAVING AROUND THEM AND A PATH TO A BUILDING ENTRANCE. PATH AND PAVING SHALL BE TAS REQUIREMENTS FOR WIDTH AND GRADING.
9. ALL RETAINING WALLS SHALL HAVE BACKSIDE WATERPROOFING AND DRAINAGE
10. ALL DESIGNATED EXIT GATES SHALL BE PROVIDED WITH PANIC HARDWARE.
11. PROVIDE 12" MOW STRIP CENTERED ON ALL FENCING. REF 11/A1.10.

SITE PLAN LEGEND

- VINYL COATED CHAIN LINK FENCE, 72" HIGH
- BUILDING SECTION TAG
- WALL SECTION TAG
- ENLARGED CALL OUT

ARCHITECTURAL SITE PLAN 1
SCALE: 1" = 40'-0"

pfluger
office: 469.333.2121 | fax: 469.333.2125
603 Munger Ave, Suite 130
Dallas, Texas 75202
pflugerarchitects.com

NEW DENTON ISD ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

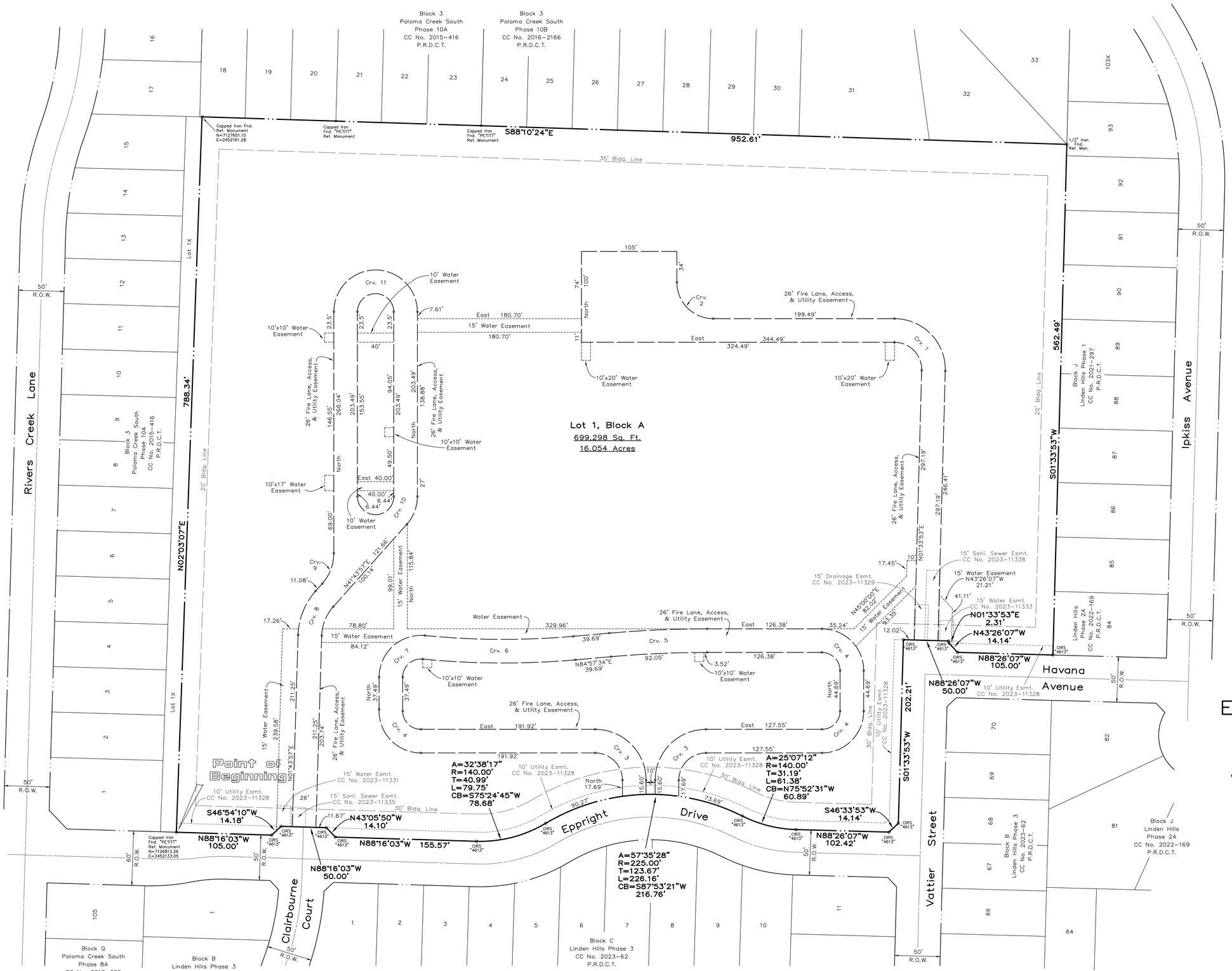
DATE: 03/06/2023

PROJECT NO. 22-024
DATE: 03/06/2023
DRAWN BY: DRW CHECKED BY: CHK
REVISIONS:
No. Date Description

BIDDING AND PERMITTING SET

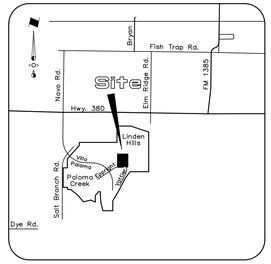
A1.01
ARCHITECTURAL SITE PLAN - ELEMENTARY 28

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0 50 100

GRAPHIC SCALE
1"=50'



VICINITY MAP
NTS

Curve Data Chart

	Inner	Outer		Inner	Outer
1	A=91°33'53" R=30.00' T=30.83' L=47.94'	A=91°33'53" R=56.00' T=57.55' L=89.49'	7	A=95°36'36" R=20.00' T=22.06' L=33.37'	A=95°36'36" R=46.00' T=50.74' L=76.76'
2	A=90°00'00" R=40.00' T=40.00' L=62.83'		8	A=40°00'00" R=50.00' T=18.20' L=34.91'	A=40°00'00" R=76.00' T=27.66' L=53.06'
3	A=90°00'00" R=30.00' T=30.00' L=47.12'	A=90°00'00" R=56.00' T=56.00' L=87.96'	9	A=41°43'57" R=50.00' T=19.06' L=36.42'	
4	A=90°00'00" R=20.00' T=20.00' L=31.42'	A=90°00'00" R=46.00' T=46.00' L=72.26'	10	A=180°00'00" R=20.00' T= L=62.83'	A=41°43'57" R=46.00' T=17.53' L=33.50'
5	A=05°02'26" R=1200.00' T=52.82' L=105.57'	A=05°02'26" R=1226.00' T=53.96' L=107.86'	11	A=180°00'00" R=20.00' T= L=62.83'	A=180°00'00" R=46.00' T= L=144.51'
6	A=10°39'02" R=880.00' T=82.03' L=163.58'	A=10°39'02" R=906.00' T=84.45' L=168.41'			

LEGEND

CIRS "4613" ..... Capped Iron Rod Set Stamped "4613"
Ref. Mon. ..... Reference Monument
P.R.D.C.T. ..... Plat Records Denton County, Texas
Crv. ..... Curve

SHEET 1 OF 2

PRELIMINARY PLAT

LINDEN HILLS ELEMENTARY SCHOOL

Lot 1, Block A

16.054 Acres Situated In The
J. GONZALEZ SURVEY ~ ABST. 447
TOWN OF LITTLE ELM ETJ
DENTON COUNTY, TEXAS

Owner
Denton Independent School District
Attn: Brandon Boyter
1307 North Locust Street
Denton, TX 76201
Telephone 940 369-0000
bboyter@dentonisd.org

Engineer
RLK Engineering, Inc.
Texas Registration No. 579
Attn: Seth Kelly
111 West Main Street
Allen, Texas 75013
Seth@rlkengineering.com
Telephone 972 359-1733

Surveyor
Surdukan Surveying, Inc.
Firm No. 10069500
Attn: David Surdukan
PO Box 126
Anna, Texas 75409
Telephone 972 924-8200
Job No. 2022-202

March 21, 2023

OWNER'S ACKNOWLEDGEMENT AND DEDICATION

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS, the Denton Independent School District is the owner of a tract of land situated in the J. Gonzalez Survey, Abstract No. 447, Denton County, Texas, being part of a called 20.089 acre tract of land conveyed to Lennar Homes of Texas Land Construction, Ltd. as recorded in County Clerk No. 2022–40238 of the Official Records of Denton County, Texas, and being more particularly described in metes and bounds as follows:

BEGINNING in the north line of Eppright Drive at a 5/8" iron rod with plastic cap stamped "PETITT" found for the western most southwest corner of the called 20.089 acre tract of land, and said iron rod being the southeast corner of both a 15' Temporary Drainage and Utility Easement and the southeast corner of Paloma Creek South Phase 10A as shown on plat recorded County Clerk No. 2015–416 of the Plat Records of Denton County, Texas;

THENCE N02°03'07"E, with the east line of said Paloma Creek South Phase 10A, a distance of 788.34 feet to a 5/8" iron rod with plastic cap with unreadable stamp found for the northwest corner of the called 20.089 acre tract of land;

THENCE S88°10'24"E, with the south line of said Paloma Creek South Phase 10A, and passing a 5/8" iron rod with plastic cap stamped "PETITT" found for the easternmost southeast corner of said Poloma Creek South Phase 10A, a distance of 307.54 feet, said iron rod being the westernmost southwest corner of Paloma Creek South Phase 10B as shown on the plat recorded County Clerk No. 2016–2166, of the Plat Records of Denton County, Texas, and continuing with the south line of said Paloma Creek South Phase 10B, a total distance of 952.61 feet to a 1/2" iron rod found for the northeast corner of the called 20.089 acre tract of land, said iron rod being the south–east corner of said Paloma Creek South Phase 10B, said iron rod also being in the west line of Lot 93, Block J of Linden Hills Phase 1 as shown on the plat recorded County Clerk No. 2021–297 of the Plat Records of Denton County, Texas;

THENCE S01°33'53"W, with the west line of said Block J of Linden Hills Phase 1, a distance of 562.49 feet to a 1/2" iron rod with plastic cap stamped "4613" set in the north ROW line of Havana Avenue for the easternmost southeast corner of the called 20.089 acre tract of land;

THENCE N88°26'07"W, a distance of 105.00 feet to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N43°26'07"W, a distance of 14.14 feet to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N01°33'53"E, a distance of 2.31 feet to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N01°33'53"E, a distance of 2.31 feet to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N88°26'07"W, a distance of 50.00 feet to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE S01°33'53"W, a distance of 202.21 feet to a 1/2" iron rod with plastic cap stamped "4613" set for corner of a corner clip;

THENCE S46°33'53"W, a distance of 14.14 feet to a 1/2" iron rod with plastic cap stamped "4613" set for corner in the north line of Eppright Drive;

THENCE with the north line of Eppright Drive the following nine calls:

THENCE N88°26'07"W, a distance of 102.42 feet to a 1/2" iron rod with plastic cap stamped "4613" set for corner at the beginning of a curve to the right;

THENCE with said curve to the right, with an arc length of 61.38 feet, a radius of 140.00', and a chord bearing N75°52'31"W, 60.89 feet, to a 1/2" iron rod with plastic cap stamped "4613" set for corner at the beginning of a reverse curve to the left;

THENCE with said reverse curve to the left, with an arc length of 226.16 feet, a radius of 225.00 feet, and a chord bearing S87°53'21"W, 216.76 feet to a 1/2" iron rod with plastic cap stamped "4613" set set for corner at the beginning of a reverse curve to the right;

THENCE with said reverse curve to the right, with an arc length of 79.75 feet, a radius of 140.00 feet, and a chord bearing S75°24'45"W, 78.68 feet to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N88°16'03"W, a distance of 155.57 feet to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N43°05'50"W, a distance of 14.10 feet to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N88°16'03"W, a distance of 50.00 feet to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE S46°54'10"W, a distance of 14.18 feet to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N88°16'03"W, a distance of 105.00 feet to the POINT OF BEGINNING and CONTAINING 699,298 square feet or 16.054 acres of land.

BASIS OF BEARINGS:

The basis of bearings, are derived from ALLTERRA CENTRAL RTK Network, Texas State Plane Coordinates System, Nad83, North Central Zone, Nad 83 (CORS96) Epoch 2002.0. Coordinates shown are grid coordinates. Scale factor is 1.000185304.

STATE OF TEXAS
COUNTY OF DENTON

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, the Denton Independent School District, owner of the land shown on this plat and designated herein as Lot 1, Block A, of Linden Hills Elementary School Subdivision to the Town of Little Elm, Texas, and whose name is subscribed hereto, hereby dedicates to the public use forever, by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, parks, and trails, and to the public use forever easements for sidewalks, storm drainage facilities, floodways, water mains, wastewater mains and other utilities, and any other property necessary to serve the plat and to implement the requirements of the platting ordinances, rules, and regulations thereon shown for the purpose and consideration therein expressed.

FIRE LANE EASEMENT

The undersigned covenants and agrees that he shall construct upon the fire lane easements, as dedicated and shown hereon, a fire lane in accordance with the Fire Code and Town standards and that he shall maintain the same in a state of good repair at all times in accordance with Town Ordinance. The fire lane easement shall be kept free of obstructions in accordance with the Town Ordinance. The maintenance of pavement in accordance to Town Ordinance of the fire lane easements is the responsibility of the owner. The owner shall identify the fire lane in accordance with Town Ordinance. The Chief of Police or his/her duly authorized representative is hereby authorized to cause such fire lane and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.

_____
Denton Independent School District
By:
Title:

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, 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 he is _____ and that he is authorized to execute the foregoing instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this the _____ day of _____, 2023.

_____
Notary Public in and for
the State of Texas

NOTES:

All lots comply with the minimum size requirements of the zoning district.

This property may be subject to charges related to impact fees, and the applicant should contact the Town regarding any applicable fees due.

Notice–selling a portion of this addition by metes and bounds is a violation of Town ordinance and State Law and is subject to fines and withholding of utilities and building permits.

This plat does not alter or remove existing deed restrictions, if any, on this property.

The subject property does not lie within a 100 year flood plain acc–ording to Community Panel No. 48121C0410, dated 4/18/2011, of the National Flood Insurance Rate Maps for Denton County, Texas.

Minimum finished floor elevations are at least 2 feet above the 100 year flood plain.

CERTIFICATE OF PRELIMINARY PLAT APPROVAL

Approved

_____ _____
Town Official Date
Town of Little Elm, Texas

The undersigned, the Town Secretary of the Town of Little Elm, Texas, hereby certifies that the foregoing Final Plat of Lot 1, Block A, Linden Hills Elementary School Subdivision or Addition to the Town of Little Elm was submitted to the Planning and Zoning Commission on the ____day of_____, 2023, and the Commission, by formal action, then and there accepted the Final Plat and hereby authorizes the developer to proceed with the construction of public works improvements and infrastructures as indicated on the accompanying construction plans, and said Commission further authorizes the Chairman of the Planning and Zoning Commission to note the accept–ance thereof by signing his/her name as hereinabove subscribed.

Witness my hand this ____day of _____, 2023.

_____
Town Secretary
Town of Little Elm, Texas

SURVEYOR'S CERTIFICATE

I, the undersigned, a Registered Professional Surveyor in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

_____
David J. Surdukan
Registration No. 4613

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, on this day personally appeared David J. Surdukan, known to me to be the person whose name is sub–scribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein stated.

GIVEN under my hand and seal of office, this the _____ day of _____, 2023.

_____
Notary Public in and for
the State of Texas

PRELIMINARY PLAT

LINDEN HILLS ELEMENTARY SCHOOL

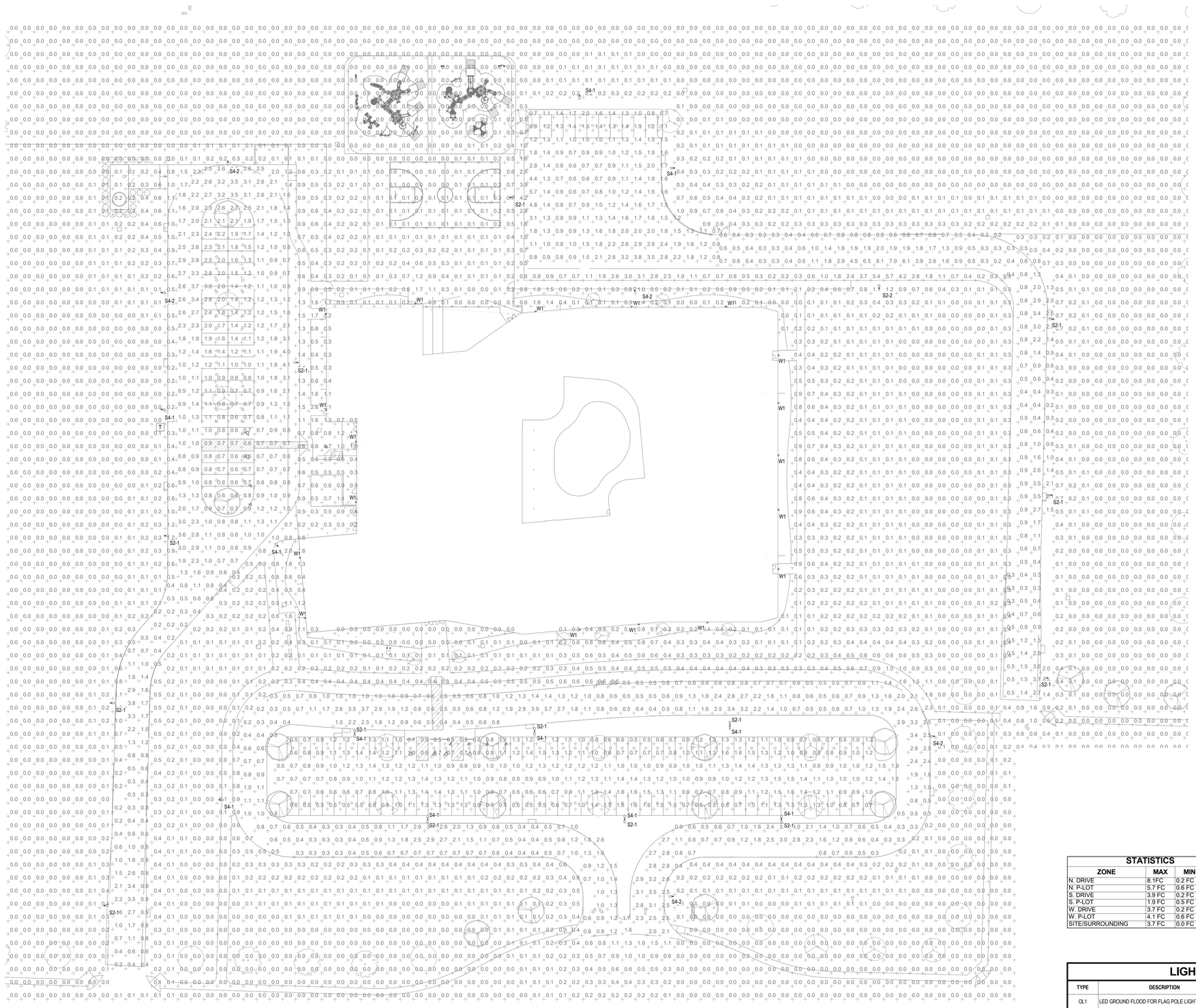
Lot 1, Block A

16.054 Acres Situated In The
J. GONZALEZ SURVEY ~ ABST. 447
TOWN OF LITTLE ELM ETJ
DENTON COUNTY, TEXAS

Owner
Denton Independent School District
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Denton, TX 76201
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bboyter@dentonisd.org

Engineer
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Texas Registration No. 579
Attn: Seth Kelly
111 West Main Street
Allen, Texas 75013
Seth@rlkengineering.com
Telephone 972 359–1733

Surveyor
Surdukan Surveying, Inc.
Firm No. 10069500
Attn: David Surdukan
PO Box 126
Anna, Texas 75409
Telephone 972 924–8200
Job No. 2022–202
March 21, 2023



1 SITE PLAN - ELECTRICAL - PHOTOMETRIC

1/32" = 1'-0"

GENERAL NOTES - POWER

A. ALL FIXTURES SHALL BE FULL CUTOFF.

B. VALUES SHOWN INDICATE INITIAL LIGHTING LEVEL IN FOOT-CANDLES AT GRADE.

STATISTICS

ZONE	MAX	MIN	AVG
N. DRIVE	8.1FC	0.2 FC	1.2 FC
N. P-LOT	5.7 FC	0.6 FC	1.5 FC
S. DRIVE	3.9 FC	0.2 FC	1.2 FC
S. P-LOT	1.9 FC	0.5 FC	1.0 FC
W. DRIVE	3.7 FC	0.2 FC	0.9 FC
W. P-LOT	4.1 FC	0.6 FC	1.5 FC
SITE/SURROUNDING	3.7 FC	0.0 FC	0.1 FC

LIGHTING FIXTURE SCHEDULE PHOTOMETRIC

TYPE	DESCRIPTION	MOUNTING	MANUFACTURER	MODEL	LAMP	LUMENS	VOLTAGE/ PHASE - LOAD (VA)
OL1	LED GROUND FLOOD FOR FLAG POLE LIGHTING	WALL	INVUE LIGHTING	VFS-K-B20-3-LED-E1-MSR-XX-SM -XX-VFS-4S-XX	LED	46	277 V/1-34 VA
S2-1	SITE LIGHTING. POLE MOUNTED LED, 277V, 40K, 70 CRI, AUTOMOTIVE FRONT ROW GLARE SHIELD, INTEGRAL PHOTOCONTROL, TYPE 2 DISTRIBUTION. SPILL CONTROL.	POLE @ 25'	LITHONIA	DSX1 LED P1 40K 70CRI AFR EGS	LED	6132	277 V/1-51 VA
S2-2	SITE LIGHTING. POLE MOUNTED LED, 277V, 40K, 70 CRI, AUTOMOTIVE FRONT ROW GLARE SHIELD, INTEGRAL PHOTOCONTROL, TYPE 2 DISTRIBUTION. SPILL CONTROL.	POLE @ 25'	LITHONIA	DSX2 LED P1 40K 70CRI AFR EGS	LED	15731	277 V/1-135 VA
S4-1	SITE LIGHTING. POLE MOUNTED LED, 277V, 40K, 70 CRI, INTEGRAL PHOTOCONTROL, TYPE 4 DISTRIBUTION. SPILL CONTROL.	POLE @ 25'	LITHONIA	DSX1 LED P1 40K 70CRI BLC4 EGS	LED	5274	277 V/1-51 VA
S4-2	SITE LIGHTING. POLE MOUNTED LED, 277V, 40K, 70 CRI, INTEGRAL PHOTOCONTROL, TYPE 4 DISTRIBUTION. SPILL CONTROL.	POLE @ 25'	LITHONIA	DSX2 LED P1 40K 70CRI BLC4 EGS	LED	13529	277 V/1-135 VA
W1	EXTERIOR WALLPACK	WALL @ 12'	LITHONIA	ARC2 LED P1 40K	LED	1587	277 V/1-16 VA

BASIS OF DESIGN FIXTURES INDICATED. ALTERNATE FIXTURES FROM AN APPROVED MANUFACTURER WITH SAME CONSTRUCTION QUALITY, EFFICIENCY, PERFORMANCE, AND WATTAGE ARE ACCEPTABLE. SUBMIT SHOP DRAWINGS FOR APPROVAL.

pfluger
office: 469.333.2121 | fax: 469.333.2125
603 Munger Ave, Suite 130
Dallas, Texas 75202
pflugerarchitects.com

CMTA
A LEGENCE Company

DENTON ELEMENTARY SCHOOL NO. 28

EPPRIGHT SITE

PROJECT ADDRESS

DENTON INDEPENDENT SCHOOL DISTRICT

1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

INTERIM FOR REVIEW ONLY

THIS DOCUMENT IS INCOMPLETE AND CANNOT BE USED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.

ENGINEER: CMTA INC.

ENGINEER REG. NO: 8627

DATE: 02/21/2023

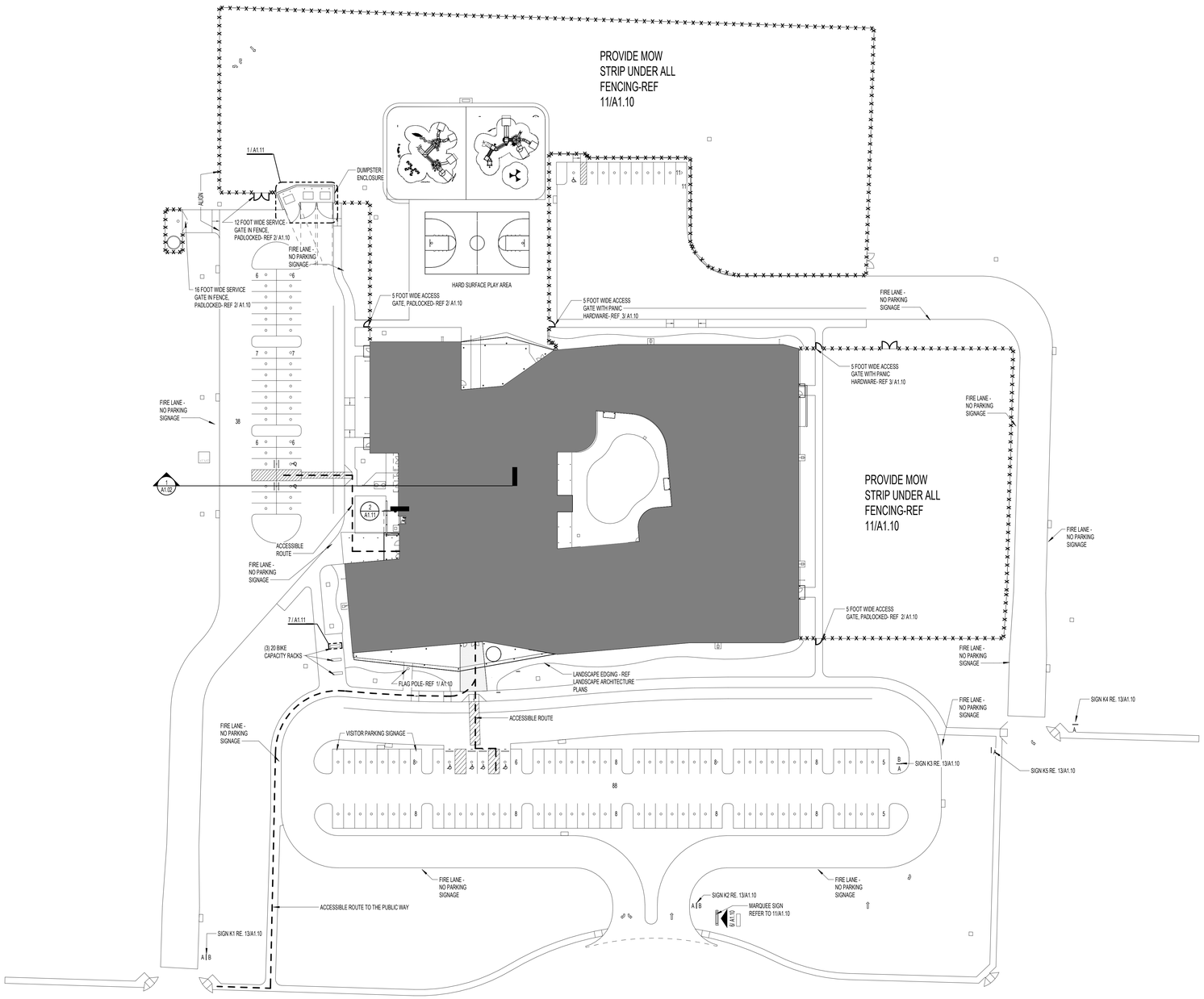
PROJECT NO. 22-024
DATE: 02/21/2023
DRAWN BY: SF CHECKED BY: KR
REVISIONS:

Date	Description

100% CD CHECK SET FOR QA/QC

E1.02
SITE PLAN - PHOTOMETRIC

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SITE PLAN GENERAL NOTES

1. REFER TO SHEET A 0.00 FOR ADDITIONAL GENERAL NOTES.
2. RE: SHEET G0.01 & G0.02 FOR TAS REQUIREMENTS
3. RE: G0.03 FOR CODE PLAN
4. NOT USED.
5. ALL FENCING SHALL BE VINYL COATED CHAIN LINK, 72" HIGH UNO.
6. PROVIDE 48" HIGH, 4" DIA. CONCRETE FILLED STEEL BOLLARDS SPACED 8' O.C. AROUND SIDES AND BACK OF DUMPSTER YARDS, AND AROUND ELECTRICAL TRANSFORMER AS REQUIRED BY ELECTRICAL PROVIDER.
7. ALL DISTURBED AREAS SHALL BE FINISH GRADED, REVEGETATED, AND IRRIGATED.
8. FLAGPOLES SHALL HAVE MIN. 8' DIAMETER PAVING AROUND THEM AND A PATH TO A BUILDING ENTRANCE. PATH AND PAVING SHALL BE TAS REQUIREMENTS FOR WIDTH AND GRADING.
9. ALL RETAINING WALLS SHALL HAVE BACKSIDE WATERPROOFING AND DRAINAGE
10. ALL DESIGNATED EXIT GATES SHALL BE PROVIDED WITH PANIC HARDWARE.
11. PROVIDE 12" MOW STRIP CENTERED ON ALL FENCING. REF 11/A1.10.

SITE PLAN LEGEND

- VINYL COATED CHAIN LINK FENCE, 72" HIGH
- BUILDING SECTION TAG
- WALL SECTION TAG
- ENLARGED CALL OUT

ARCHITECTURAL SITE PLAN 1
SCALE: 1" = 40'-0"

pfluger
office: 469.333.2121 | fax: 469.333.2125
603 Munger Ave, Suite 130
Dallas, Texas 75202
pflugerarchitects.com

NEW DENTON ISD ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

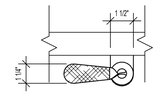
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DATE: 03/06/2023
DRAWN BY: DRW CHECKED BY: CHK
REVISIONS:
No. Date Description

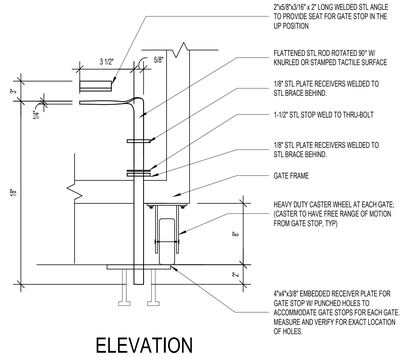
BIDDING AND PERMITTING SET

A1.01
ARCHITECTURAL SITE PLAN - ELEMENTARY 28

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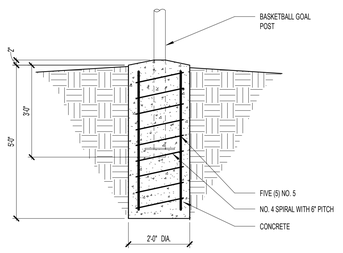


PLAN VIEW

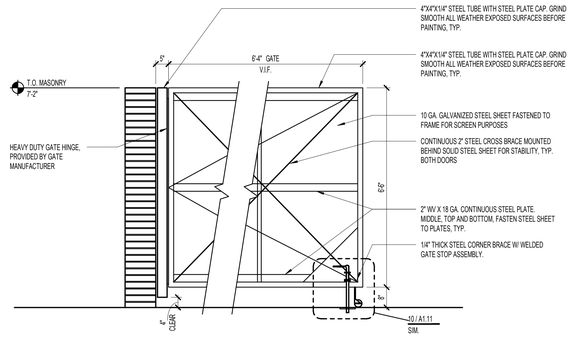


ELEVATION

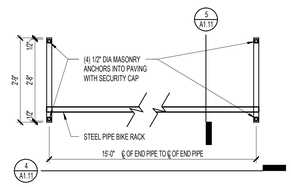
GATE STOP DETAIL 10
SCALE: 1 1/2" = 1'-0"



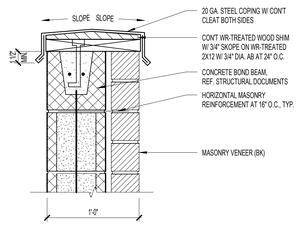
BASKETBALL GOAL BASE 9
SCALE: 1/2" = 1'-0"



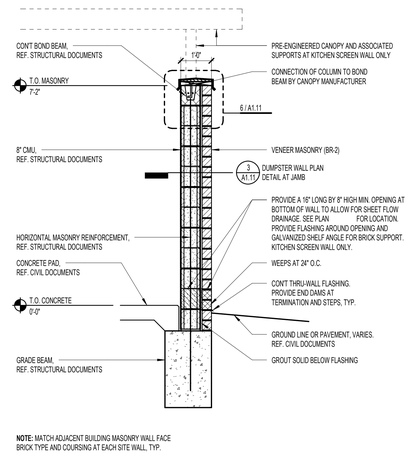
GATE / SCREEN WALL ELEVATION 8
SCALE: 1/2" = 1'-0"



BIKE RACK PLAN 7
SCALE: 1/2" = 1'-0"

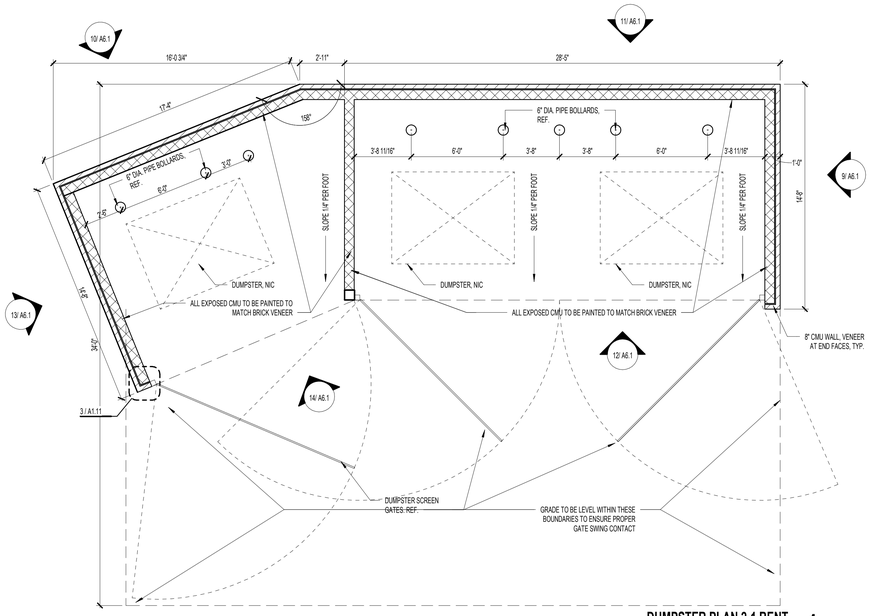


KITCHEN SCREEN WALL / DUMPSTER WALL SECTION DETAIL 6
SCALE:1 1/2" = 1'-0"

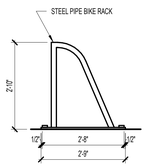


NOTE: MATCH ADJACENT BUILDING MASONRY WALL FACE BRICK TYPE AND COURSING AT EACH SITE WALL, TYP.

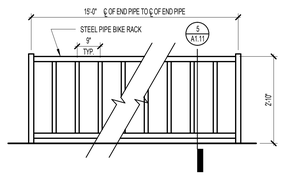
KITCHEN SCREEN WALL / DUMPSTER WALL 2
SCALE: 1/2" = 1'-0"



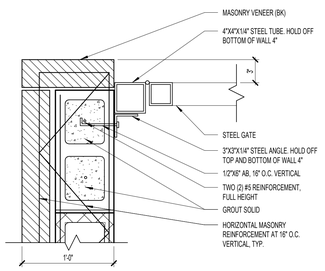
DUMPSTER PLAN 2-1 BENT 1
SCALE: 1/4" = 1'-0"



BIKE RACK SECTION 5
SCALE: 1/2" = 1'-0"



BIKE RACK ELEVATION 4
SCALE: 1/2" = 1'-0"



DUMPSTER WALL GATE JAMB 3
SCALE:1 1/2" = 1'-0"

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NEW DENTON ISD ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

DATE: 04/03/2023

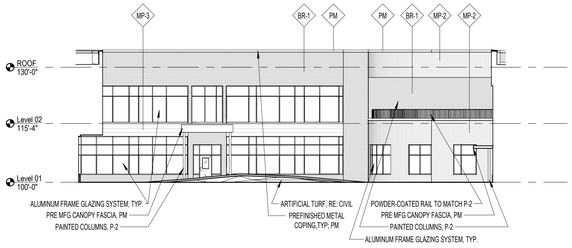
PROJECT NO. 22-004
DATE: 04/03/2023
DRAWN BY: AZ CHECKED BY: AZ
REVISIONS:

No.	Date	Description

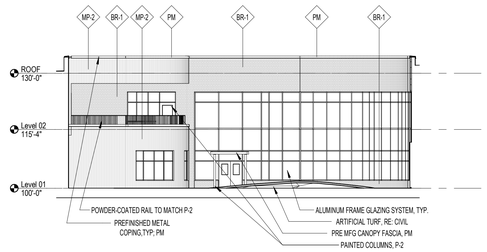
BIDDING AND PERMITTING SET
A1.11
SITE DETAILS

4/10/2023 2:59:06 PM Autodesk Docs://22-022 - Denton ISD New Elementary Schools 26-28/22-024_ARCH_SITE_Denton_ES28 EPPRIGHT_RD_R23.rvt

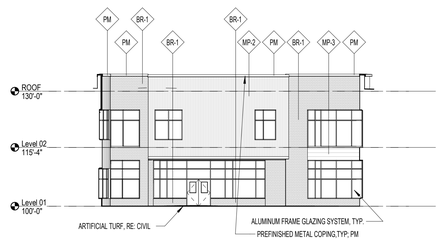
ALL EXTERIOR BATTENS AT ALUMINUM FRAMES FALL UNDER THE SCOPE OF ADD ALTERNATE #4



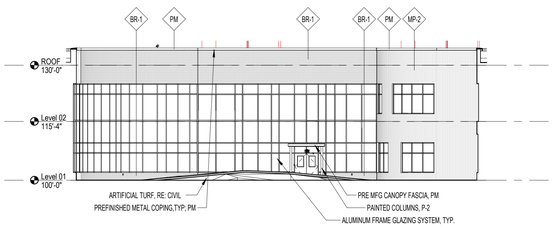
COURTYARD - WEST ELEVATION 8
SCALE: 1/16" = 1'-0"



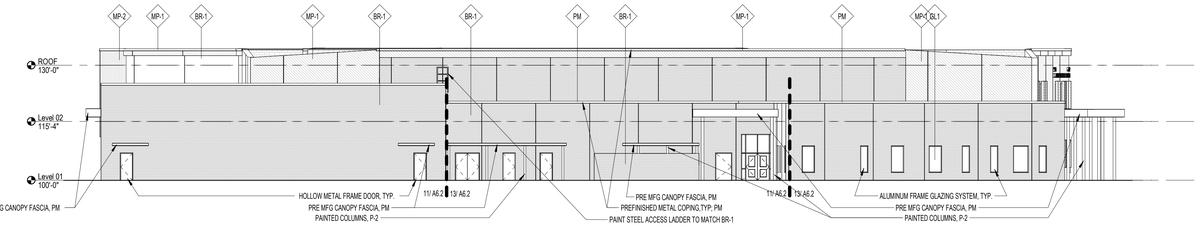
COURTYARD - NORTH ELEVATION 7
SCALE: 1/16" = 1'-0"



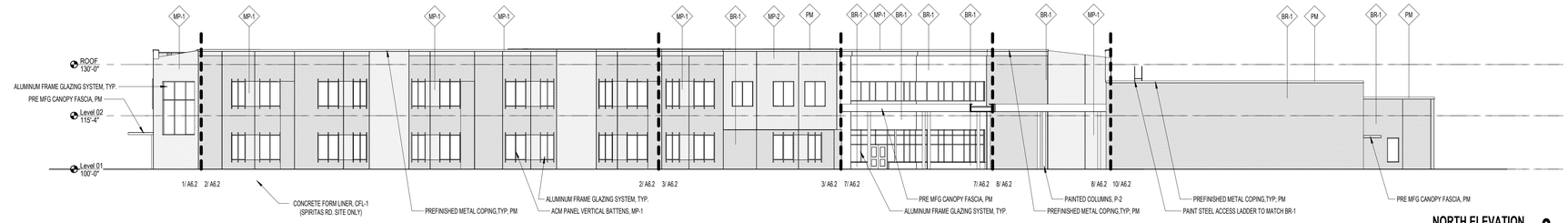
SOUTH COURTYARD ELEVATION 6
SCALE: 1/16" = 1'-0"



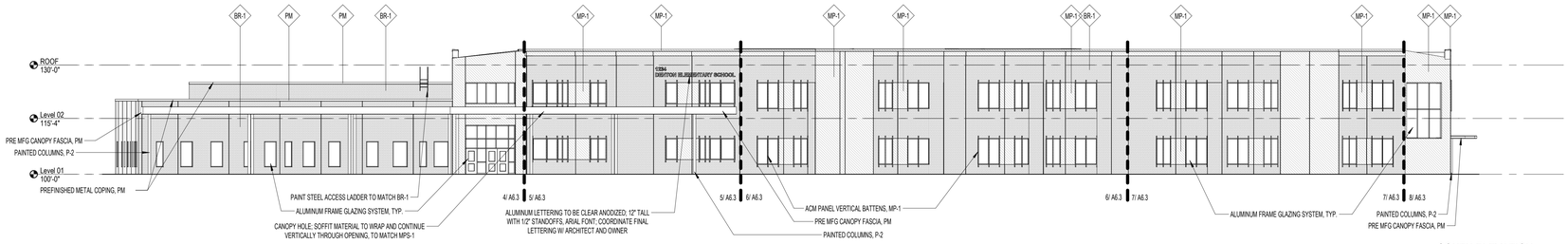
COURTYARD - EAST ELEVATION 5
SCALE: 1/16" = 1'-0"



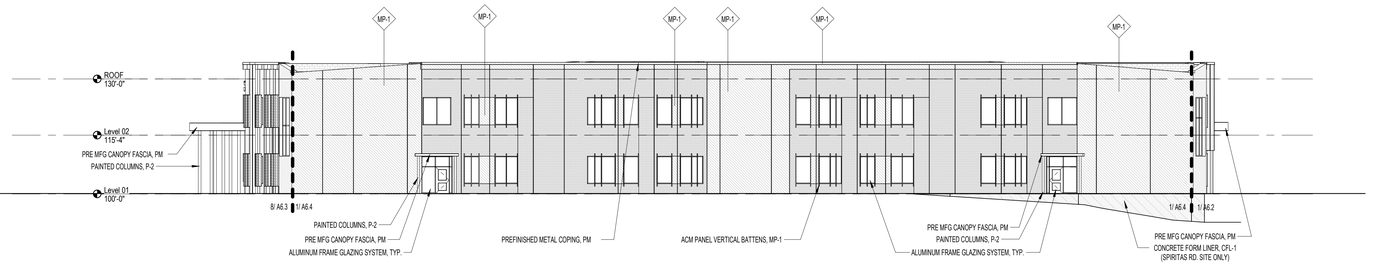
EAST ELEVATION 4
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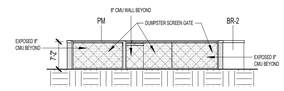
NORTH ELEVATION 3
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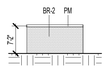
SOUTH ELEVATION 2
SCALE: 1/16" = 1'-0"



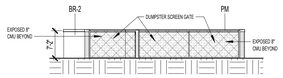
EAST ELEVATION 1
SCALE: 1/16" = 1'-0"



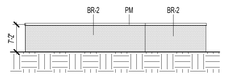
DUMPSTER SCREEN - SOUTH 2 14
SCALE: 1/16" = 1'-0"



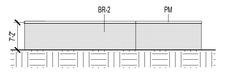
DUMPSTER SCREEN - WEST 13
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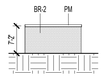
DUMPSTER SCREEN - SOUTH 1 12
SCALE: 1/16" = 1'-0"



DUMPSTER SCREEN - NORTH 2 11
SCALE: 1/16" = 1'-0"



DUMPSTER SCREEN - NORTH 1 10
SCALE: 1/16" = 1'-0"



DUMPSTER SCREEN - EAST 9
SCALE: 1/16" = 1'-0"

EXTERIOR FINISH LEGEND - BASIS OF DESIGN

SYM.	TAG	MATERIAL	MANUFACTURER	COMMENTS
	BR-1	THIN BRICK VENEER	KING KLINKER	HORIZONTAL RUNNING BOND
	BR-1A	THIN BRICK VENEER	KING KLINKER	VERTICAL RUNNING THIRD BOND (ADD ALTERNATE #1)
	BR-2	MODULAR BRICK	ACME	VELOUR FINISH, AT DUMPSTER WALL AND MARQUEE SIGN ONLY
	CFL-1	CONCRETE FORM LINER	FITZGERALD FORMLINERS	14385 PORTLAND RIB, 1.5" DEEP RANDOM RIBS, REPEATS ON 24" CENTERS (SPIRITAS SITE ONLY)
	MP-1	ALUMINUM COMPOSITE METAL PANEL	ALUCOBOND	FLAT
	MP-2	CORRUGATED METAL PANEL	PAC-CLAD	VERTICAL CORRUGATION; RANDOMIZED PATTERN: 25% EACH OF PROFILES 1, 2, 3, 4
	MP-3	FLUSH METAL PANEL	PAC-CLAD	12" WIDE & (2) PENCIL RIBS PROFILE, RUN HORIZONTALLY
	MPS-1	METAL PANEL SOFFIT (@ CANOPY)	PAC-CLAD	12" WIDE & (2) PENCIL RIBS PROFILE, RUN PERPENDICULAR TO EXTERIOR WALL, VENTED
	MPS-2	METAL PANEL SOFFIT (@ CANTILEVERED BOX FORMS)	PAC-CLAD	12" WIDE & (2) PENCIL RIBS PROFILE, RUN PERPENDICULAR TO EXTERIOR WALL, VENTED
	AL	ANNODIZED ALUMINUM	-	-
	HM	HOLLOW METAL FINISH	-	-
	PM	PRE-FINISHED METAL	-	-
	PC	POWDER COAT FINISH	-	-
	P-2	PAINT	SHERWIN WILLIAMS	COLUMNS, HOLLOW METAL FRAME/DOOR TRIM
	EPT	EXTERIOR PAVER TILE 24"x24"x2"	WAUSAU	RIVERSIDE, COLOR HRS 60. FOR USE AT PEDESTAL SYSTEM AT OUTDOOR LEARNING E207
	AA	EXTERIOR MATERIAL TAG	-	-
	SA#, SB#, SC#, SD#	PREFABRICATED WALL PANEL UNIQUE TRACKING NUMBER (FOR GENERAL COORDINATION; SHOWN AT PANEL BASE IN DWGS)	BAKER TRIANGLE	-

* REFERENCE COLOR FINISH SCHEDULE FOR SPECIFIC STYLE, COLOR, MANUFACTURER NUMBER, ETC.

ELEVATION GENERAL NOTES

1. MEJ LOCATIONS AT VENEER MASONRY INSTALLED ON PRE-FABRICATED WALLS :
   A. MEJ'S OCCUR AT PANEL BREAKS, PROVIDE BACKER ROD AND SEALANT AT EACH PANEL JOINT. ADDITIONAL CONTROL JOINTS AT DOOR OPENINGS AS CALLED OUT ON ELARGED PANEL ELEVATIONS.
2. MEJ LOCATIONS AT CONVENTIONALLY INSTALLED VENEER MASONRY:
   A. NO LESS THAN 2'-4" FROM OUTSIDE CORNERS AT CMU BACKED WALLS, U.N.O.
   B. EQUALLY SPACE ALL OTHERS ON MASONRY DIMENSIONS WITH SPANS NOT TO EXCEED 20'-0" O.C.
   C. VERTICAL MEJ REQUIRED AT EVERY EXTERIOR OPENING
3. CJ LOCATIONS IN NON- MASONRY VENEERS:
   A. ALIGN WITH MAS CJS BEHIND
   B. EQUALLY SPACE ALL OTHERS ON MASONRY DIMENSIONS WITH SPANS NOT TO EXCEED 20'-0" O.C.
4. REFER TO ROOF PLAN DRAWINGS FOR DOWNSPOUT, GUTTER, EJ, SCUPPER, AND ROOF LADDER LOCATIONS
5. REFER TO SHEET A9.00 FOR ADDITIONAL EXTERIOR FINISHES AND FINISH NOTES
6. PAINT STEEL ACCESS LADDERS AND SCUPPERS TO MATCH COLOR OF BR-1
7. PRE-FINISHED METAL COPING AND DOWNSPOUTS (PM) TO MATCH COLOR OF AL
8. CONTINUE MASONRY ACCENT SCHEME AT ALL EXT. WALLS, INCLUDING AT ENTRIES, COLUMNS, AND WALLS NOT SHOWN ON ELEVATIONS.
9. BASIS OF DESIGN IS FOR ALL WINDOWS AND DOORS TO BE INSTALLED, FLASHED, AND WATER TESTED PRIOR TO VENEER INSTALLATION. WATER TEST SHALL COMPLY WITH AAMA 501.2.03
10. REFER TO CLOAK FLASHING DETAILS FOR TYPICAL FLASHING CONFIGURATIONS
11. ALL SEALANT OF JOINTS AT BRICK TO MATCH BR-1
12. ALL SEALANT OF JOINTS AT ALUMINUM COMPOSITE METAL PANEL TO MATCH MP-1
13. FOR DOOR AND WINDOW TYPES AT EXTERIOR PRE-FABRICATED PANEL, ICF, AND CONVENTIONAL CONSTRUCTION ELEVATIONS, RE: A6.2-A6.4

pfluger
office: 469.333.2121 | fax: 469.333.2125
603 Munger Ave, Suite 130
Dallas, Texas 75202
pflugerarchitects.com

NEW DENTON ISD ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

DATE: 04/03/2023

PROJECT NO. 22-024
DATE: 04/03/2023
DRAWN BY: DRW CHECKED BY: CHK
REVISIONS:

No.	Date	Description

BIDDING AND PERMITTING SET

A6.1
EXTERIOR ELEVATIONS

Autodesk Docs://22-022 - Denton ISD New Elementary Schools 26-28/22-024_ARCH_SITE_Denton_ES28 EPPRIGHT_RD_R23.rvt
4/10/2023 2:59:20 PM

ALL EXTERIOR BATTENS AT ALUMINUM FRAMES FALL UNDER THE SCOPE OF ADD ALTERNATE #4

EXTERIOR FACADE MATERIAL BREAKDOWN

ELEVATION	BRICK/GLAZING (SF)		METAL PANEL (SF)		TOTAL AREA (SF)	
WEST	7371	86.7%	1126	13.3%	8497	100%
NORTH	8439	72.1%	3271	27.9%	11,710	100%
SOUTH	8806	76.1%	2771	23.9%	11,577	100%
EAST	4597	57.2%	3438	42.8%	8035	100%

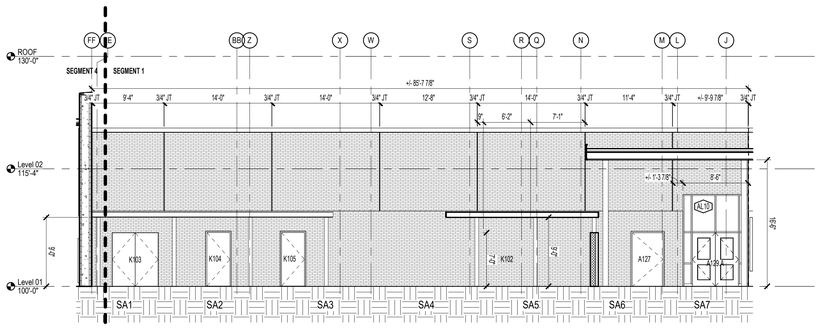
EXTERIOR FINISH LEGEND - BASIS OF DESIGN

SYM.	TAG	MATERIAL	MANUFACTURER	COMMENTS
	BR-1	THIN BRICK VENEER	KING KLINKER	HORIZONTAL RUNNING BOND
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	MPS-1	METAL PANEL SOFFIT (@ CANOPY)	PAC-CLAD	12" WIDE & (2) PENCIL RIBS PROFILE, RUN PERPENDICULAR TO EXTERIOR WALL, VENTED
	MPS-2	METAL PANEL SOFFIT (@ CANTILEVERED BOX FORMS)	PAC-CLAD	12" WIDE & (2) PENCIL RIBS PROFILE, RUN PERPENDICULAR TO EXTERIOR WALL, VENTED
	AL	ANNODIZED ALUMINUM	-	-
	HM	HOLLOW METAL FINISH	-	-
	PM	PRE-FINISHED METAL	-	-
	PC	POWDER COAT FINISH	-	-
	P-2	PAINT	SHERWIN WILLIAMS	COLUMNS, HOLLOW METAL FRAME/DOOR TRIM
	EPT	EXTERIOR PAVER TILE 24"x24"x2"	WAUSAU	RIVERSIDE, COLOR HRS 60. FOR USE AT PEDESTAL SYSTEM AT OUTDOOR LEARNING E207
	AA	EXTERIOR MATERIAL TAG	-	-
	SA#, SB#, SC#, SD#	PREFABRICATED WALL PANEL UNIQUE TRACKING NUMBER (FOR GENERAL COORDINATION; SHOWN AT PANEL BASE IN DWGS)	BAKER TRIANGLE	-

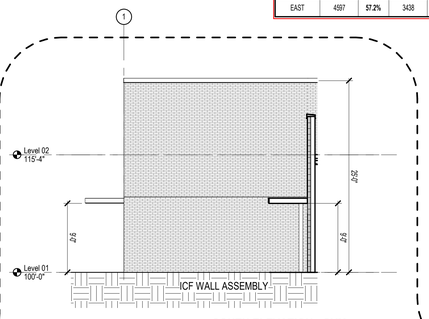
* REFERENCE COLOR FINISH SCHEDULE FOR SPECIFIC STYLE, COLOR, MANUFACTURER NUMBER, ETC.

ELEVATION GENERAL NOTES

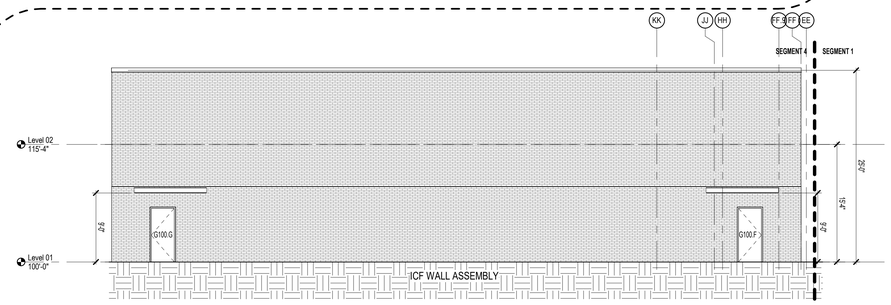
1. MEJ LOCATIONS AT VENEER MASONRY INSTALLED ON PRE-FABRICATED WALLS :
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6. PAINT STEEL ACCESS LADDERS AND SCUPPERS TO MATCH COLOR OF BR-1
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8. CONTINUE MASONRY ACCENT SCHEME AT ALL EXT. WALLS, INCLUDING AT ENTRIES, COLUMNS, AND WALLS NOT SHOWN ON ELEVATIONS.
9. BASIS OF DESIGN IS FOR ALL WINDOWS AND DOORS TO BE INSTALLED, FLASHED, AND WATER TESTED PRIOR TO VENEER INSTALLATION. WATER TEST SHALL COMPLY WITH AAMA 501.2.03
10. REFER TO CLOAK FLASHING DETAILS FOR TYPICAL FLASHING CONFIGURATIONS
11. ALL SEALANT OF JOINTS AT BRICK TO MATCH BR-1
12. ALL SEALANT OF JOINTS AT ALUMINUM COMPOSITE METAL PANEL TO MATCH MP-1
13. FOR DOOR AND WINDOW TYPES AT EXTERIOR PRE-FABRICATED PANEL, ICF, AND CONVENTIONAL CONSTRUCTION ELEVATIONS, SEE: A6.2-A6.4



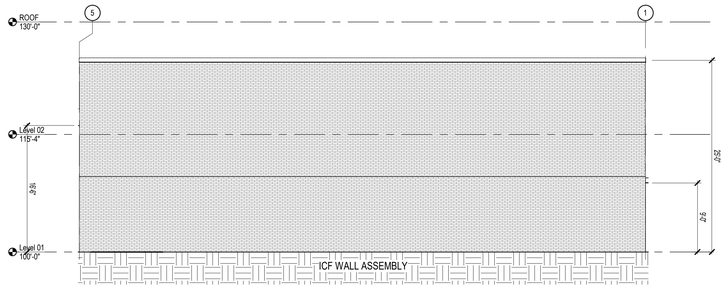
WEST ELEVATION 1 - WALL PANELIZATION 13
SCALE: 1/8" = 1'-0"



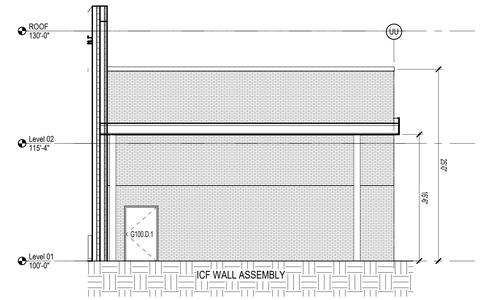
SOUTH ELEVATION - GYM 12
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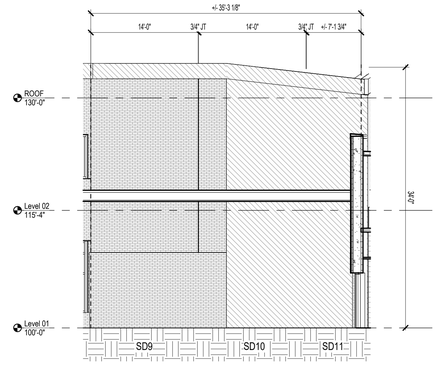
WEST ELEVATION - GYM 11
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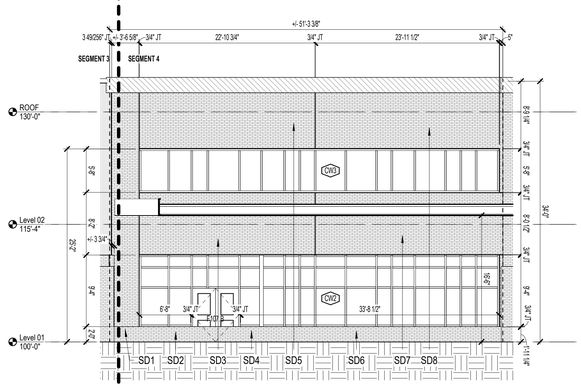
NORTH ELEVATION - GYM 10
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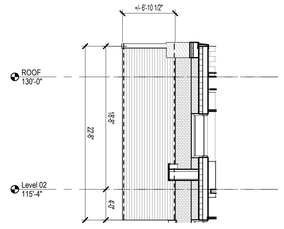
EAST ELEVATION - GYM 9
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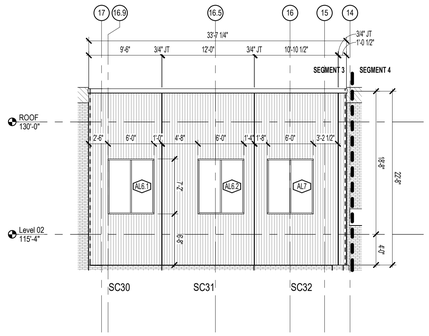
NORTH ELEVATION - WALL PANELIZATION 8
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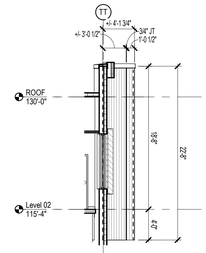
NORTH ELEVATION - WALL PANELIZATION 7
SCALE: 1/8" = 1'-0"



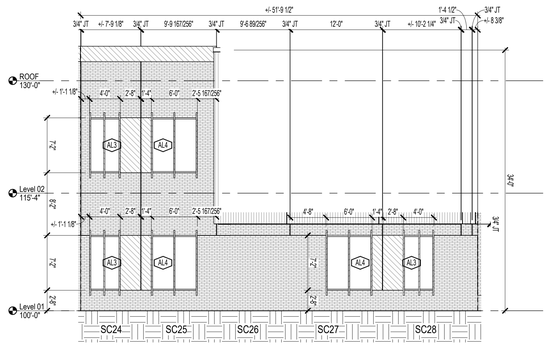
NORTH ELEVATION - WALL PANELIZATION 6
SCALE: 1/8" = 1'-0"



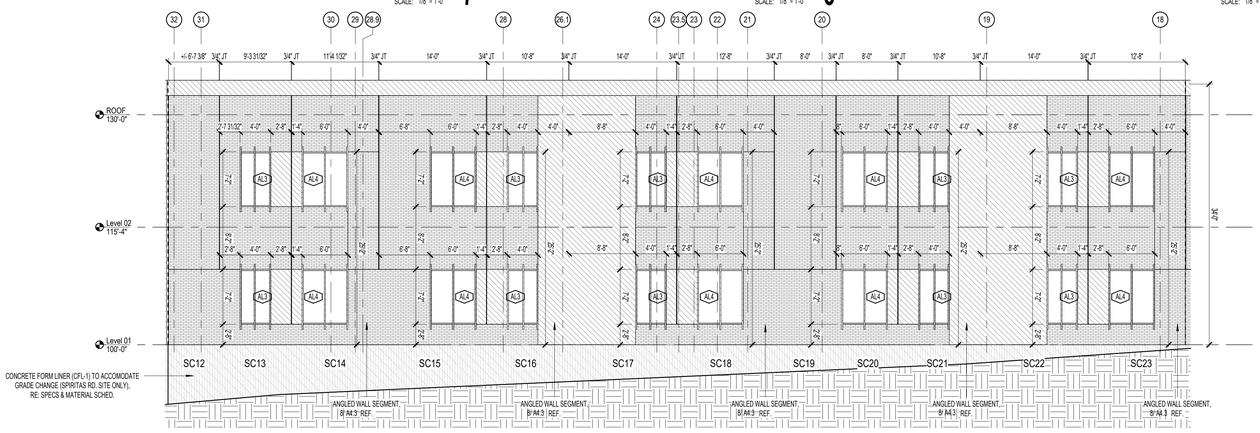
NORTH ELEVATION - WALL PANELIZATION 5
SCALE: 1/8" = 1'-0"



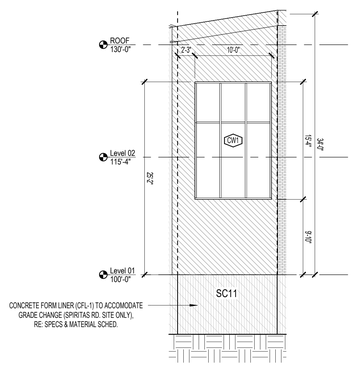
NORTH ELEVATION - WALL PANELIZATION 4
SCALE: 1/8" = 1'-0"



NORTH ELEVATION - WALL PANELIZATION 3
SCALE: 1/8" = 1'-0"



NORTH ELEVATION - WALL PANELIZATION 2
SCALE: 1/8" = 1'-0"



NORTH ELEVATION - WALL PANELIZATION 1
SCALE: 1/8" = 1'-0"

pfluger
office: 469.333.2121 | fax: 469.333.2125
603 Munger Ave, Suite 130
Dallas, Texas 75202
pflugerarchitects.com

NEW DENTON ISD ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

REGISTERED ARCHITECT
JOHN MICHAEL MARTIN
STATE OF TEXAS
DATE: 03/20/2023

PROJECT NO. 22-024
DATE: 03/06/2023
DRAWN BY: DRW CHECKED BY: CHK
REVISIONS:
Date Description

BIDDING AND PERMITTING SET

A6.2
EXTERIOR PANEL ELEVATIONS

3/20/2023 10:31:17 PM Autodesk Docs://22-022 - Denton ISD New Elementary Schools 26-28/22-024_ARCH_SITE_Denton_ES28 EPPRIGHT_RD_R23_FACADE STUDY.rvt

EXTERIOR FACADE MATERIAL BREAKDOWN

ELEVATION	BRICK/GLAZING (SF)		METAL PANEL (SF)		TOTAL AREA (SF)	
WEST	7371	**86.7%**	1126	**13.3%**	8497	100%
NORTH	8439	**72.1%**	3271	**27.9%**	11,710	100%
SOUTH	8806	**76.1%**	2771	**23.9%**	11,577	100%
EAST	4597	**57.2%**	3438	**42.8%**	8035	100%

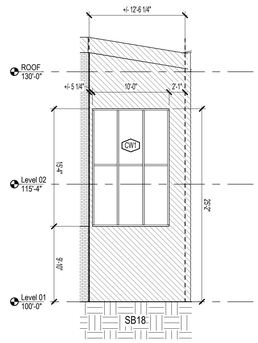
EXTERIOR FINISH LEGEND - BASIS OF DESIGN

SYM.	TAG	MATERIAL	MANUFACTURER	COMMENTS
	BR-1	THIN BRICK VENEER	KING KLINKER	HORIZONTAL RUNNING BOND
	BR-1A	THIN BRICK VENEER	KING KLINKER	VERTICAL RUNNING THIRD BOND (ADD ALTERNATE #1)
	BR-2	MODULAR BRICK	ACME	VELOUR FINISH, AT DUMPSTER WALL AND MARQUEE SIGN ONLY
	CFL-1	CONCRETE FORM LINER	FITZGERALD FORMLINERS	14385 PORTLAND RIB, 1.5" DEEP RANDOM RIBS, REPEATS ON 24" CENTERS (SPIRITAS SITE ONLY)
	MP-1	ALUMINUM COMPOSITE METAL PANEL	ALUCOBOND	FLAT
	MP-2	CORRUGATED METAL PANEL	PAC-CLAD	VERTICAL CORRUGATION; RANDOMIZED PATTERN: 25% EACH OF PROFILES 1, 2, 3, 4
	MP-3	FLUSH METAL PANEL	PAC-CLAD	12" WIDE & (2) PENCIL RIBS PROFILE, RUN HORIZONTALLY
	MPS-1	METAL PANEL SOFFIT (@ CANOPY)	PAC-CLAD	12" WIDE & (2) PENCIL RIBS PROFILE, RUN PERPENDICULAR TO EXTERIOR WALL, VENTED
	MPS-2	METAL PANEL SOFFIT (@ CANTILEVERED BOX FORMS)	PAC-CLAD	12" WIDE & (2) PENCIL RIBS PROFILE, RUN PERPENDICULAR TO EXTERIOR WALL, VENTED
	AL	ANNODIZED ALUMINUM	-	-
	HM	HOLLOW METAL FINISH	-	-
	PM	PRE-FINISHED METAL	-	-
	PC	POWDER COAT FINISH	-	-
	P-2	PAINT	SHERWIN WILLIAMS	COLUMNS, HOLLOW METAL FRAME/DOOR TRIM
	EPT	EXTERIOR PAVER TILE 24"x24"x2"	WAUSAU	RIVERSIDE, COLOR HRS 60. FOR USE AT PEDESTAL SYSTEM AT OUTDOOR LEARNING E207
	AA	EXTERIOR MATERIAL TAG	-	-
	SA#, SB#, SC#, SD#	PREFABRICATED WALL PANEL UNIQUE TRACKING NUMBER (FOR GENERAL COORDINATION; SHOWN AT PANEL BASE IN DWGS)	BAKER TRIANGLE	-

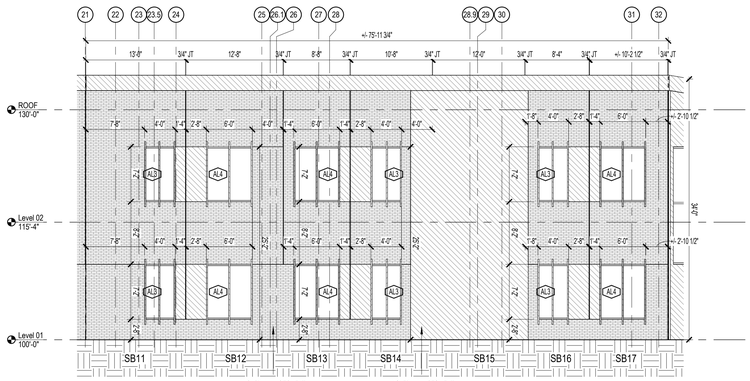
* REFERENCE COLOR FINISH SCHEDULE FOR SPECIFIC STYLE, COLOR, MANUFACTURER NUMBER, ETC.

ELEVATION GENERAL NOTES

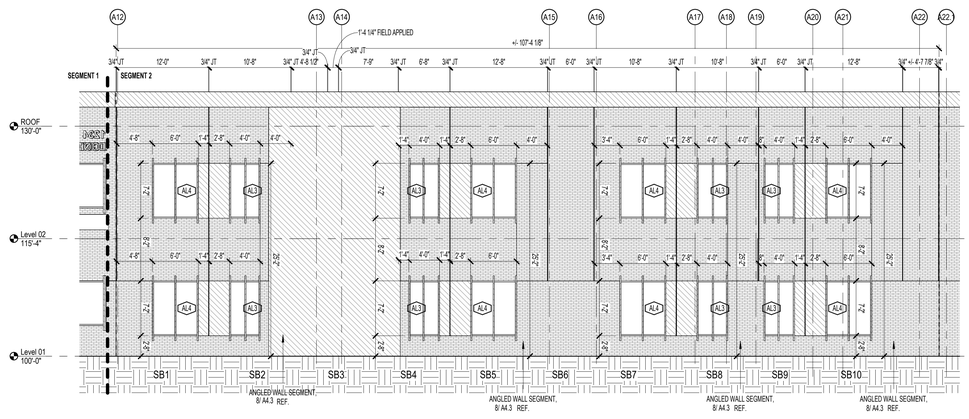
1. MEJ LOCATIONS AT VENEER MASONRY INSTALLED ON PRE-FABRICATED WALLS :
   A. MEJ'S OCCUR AT PANEL BREAKS, PROVIDE BACKER ROD AND SEALANT AT EACH PANEL JOINT. ADDITIONAL CONTROL JOINTS AT DOOR OPENINGS AS CALLED OUT ON ELARGED PANEL ELEVATIONS.
2. MEJ LOCATIONS AT CONVENTIONALLY INSTALLED VENEER MASONRY:
   A. NO LESS THAN 2'-4" FROM OUTSIDE CORNERS AT CMU BACKED WALLS, U.N.O.
   B. EQUALLY SPACE ALL OTHERS ON MASONRY DIMENSIONS WITH SPANS NOT TO EXCEED 20'-0" O.C.
   C. VERTICAL MEJ REQUIRED AT EVERY EXTERIOR OPENING
3. CJ LOCATIONS IN NON- MASONRY VENEERS:
   A. ALIGN WITH MAS CJS BEHIND
   B. EQUALLY SPACE ALL OTHERS ON MASONRY DIMENSIONS WITH SPANS NOT TO EXCEED 20'-0" O.C.
4. REFER TO ROOF PLAN DRAWINGS FOR DOWNSPOUT, GUTTER, EJ, SCUPPER, AND ROOF LADDER LOCATIONS
5. REFER TO SHEET A9.00 FOR ADDITIONAL EXTERIOR FINISHES AND FINISH NOTES
6. PAINT STEEL ACCESS LADDERS AND SCUPPERS TO MATCH COLOR OF BR-1
7. PRE-FINISHED METAL COPING AND DOWNSPOUTS (PM) TO MATCH COLOR OF AL
8. CONTINUE MASONRY ACCENT SCHEME AT ALL EXT. WALLS, INCLUDING AT ENTRIES, COLUMNS, AND WALLS NOT SHOWN ON ELEVATIONS.
9. BASIS OF DESIGN IS FOR ALL WINDOWS AND DOORS TO BE INSTALLED, FLASHED, AND WATER TESTED PRIOR TO VENEER INSTALLATION. WATER TEST SHALL COMPLY WITH AAMA 501.2.03
10. REFER TO CLOAK FLASHING DETAILS FOR TYPICAL FLASHING CONFIGURATIONS
11. ALL SEALANT OF JOINTS AT BRICK TO MATCH BR-1
12. ALL SEALANT OF JOINTS AT ALUMINUM COMPOSITE METAL PANEL TO MATCH MP-1
13. FOR DOOR AND WINDOW TYPES AT EXTERIOR PRE-FABRICATED PANEL, ICF, AND CONVENTIONAL CONSTRUCTION ELEVATIONS, RE: A6.2-A6.4



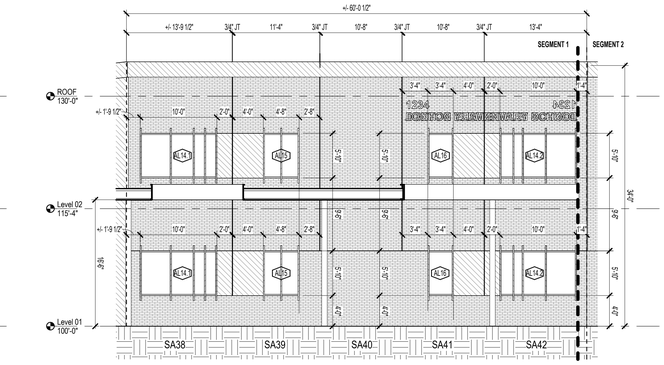
SOUTH ELEVATION - WALL PANELIZATION 8
SCALE: 1/8" = 1'-0"



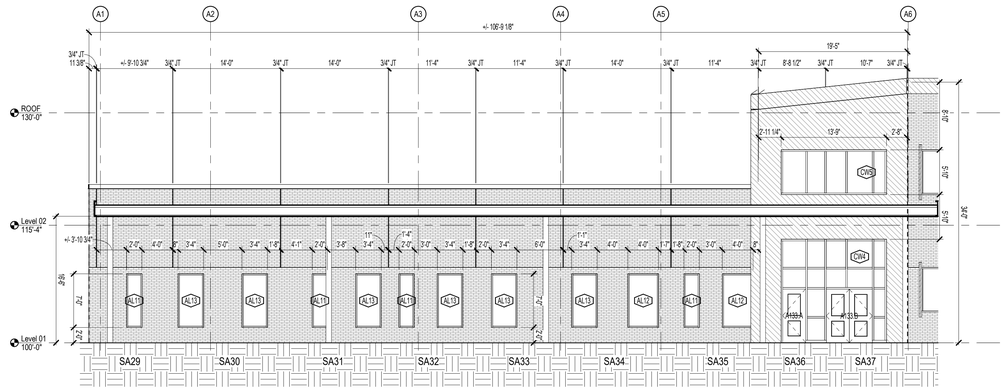
SOUTH ELEVATION - WALL PANELIZATION 7
SCALE: 1/8" = 1'-0"



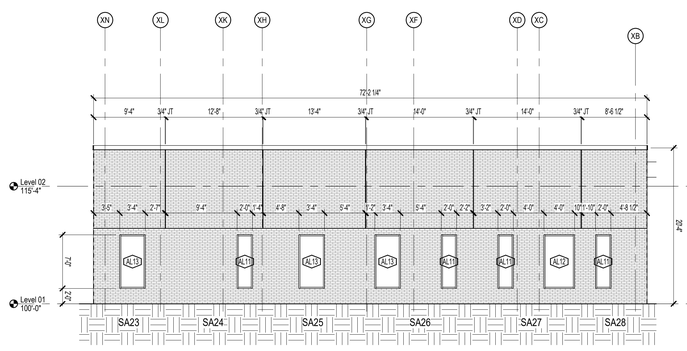
SOUTH ELEVATION - WALL PANELIZATION 6
SCALE: 1/8" = 1'-0"



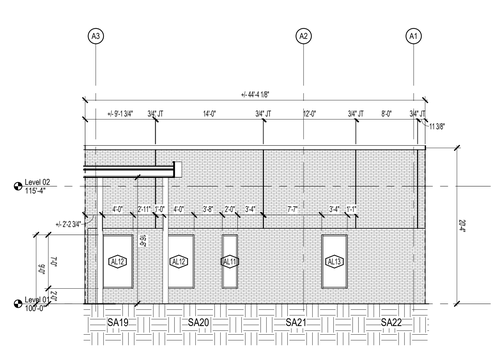
SOUTH ELEVATION - WALL PANELIZATION 5
SCALE: 1/8" = 1'-0"



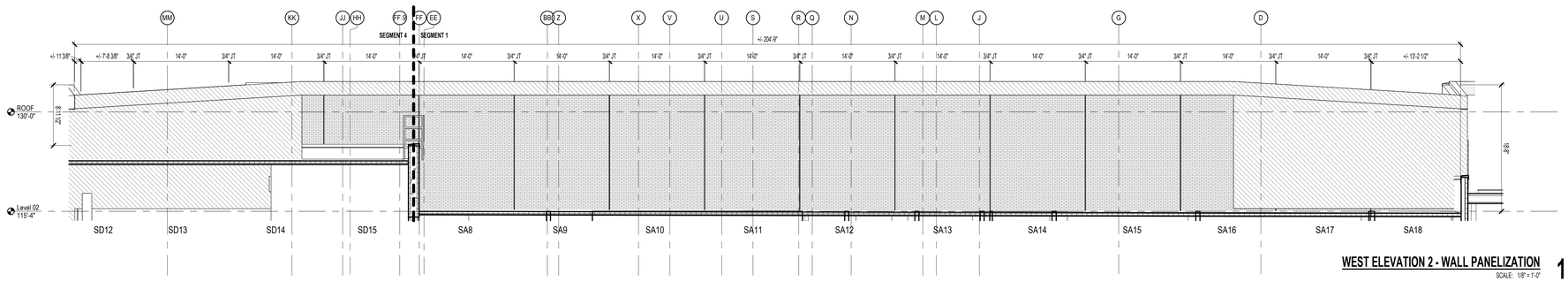
SOUTH ELEVATION - WALL PANELIZATION 4
SCALE: 1/8" = 1'-0"



WEST ELEVATION 4 - WALL PANELIZATION 3
SCALE: 1/8" = 1'-0"



WEST ELEVATION 3 - WALL PANELIZATION 2
SCALE: 1/8" = 1'-0"



WEST ELEVATION 2 - WALL PANELIZATION 1
SCALE: 1/8" = 1'-0"

pfluger
office: 469.333.2121 | fax: 469.333.2125
603 Munger Ave, Suite 130
Dallas, Texas 75202
pflugerarchitects.com

NEW DENTON ISD ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

REGISTERED ARCHITECT DAVID R. MARTIN 19695 STATE OF TEXAS

DATE: 03/20/2023

PROJECT NO. 22-024
DATE: 03/06/2023
DRAWN BY: DRW CHECKED BY: CHK
REVISIONS:
1 Date Description

BIDDING AND PERMITTING SET

A6.3
EXTERIOR PANEL ELEVATIONS

3/20/2023 10:31:19 PM Autodesk Docs://22-022 - Denton ISD New Elementary Schools 26-28/22-024_ARCH_SITE_Denton_ES28 EPPRIGHT_RD_R23_FACADE STUDY.rvt

EXTERIOR FACADE MATERIAL BREAKDOWN

ELEVATION	BRICK/GLAZING (SF)		METAL PANEL (SF)		TOTAL AREA (SF)	
WEST	7371	86.7%	1126	13.3%	8497	100%
NORTH	8439	72.1%	3271	27.9%	11,710	100%
SOUTH	8806	76.1%	2771	23.9%	11,577	100%
EAST	4597	57.2%	3438	42.8%	8035	100%

EXTERIOR FINISH LEGEND - BASIS OF DESIGN

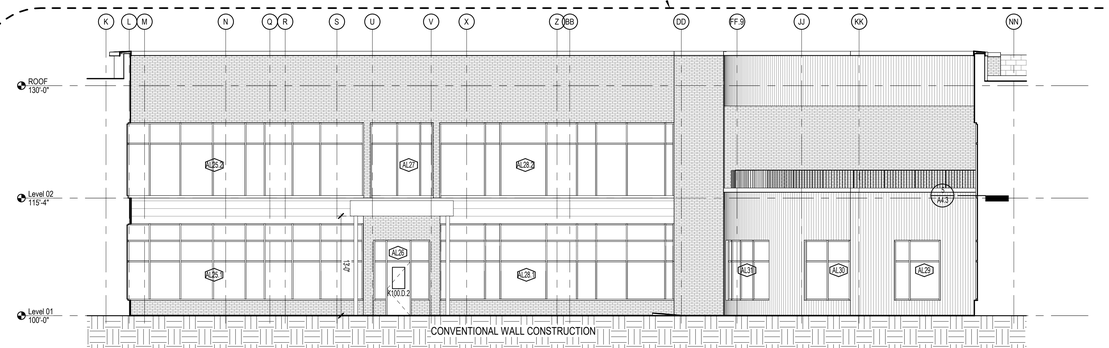
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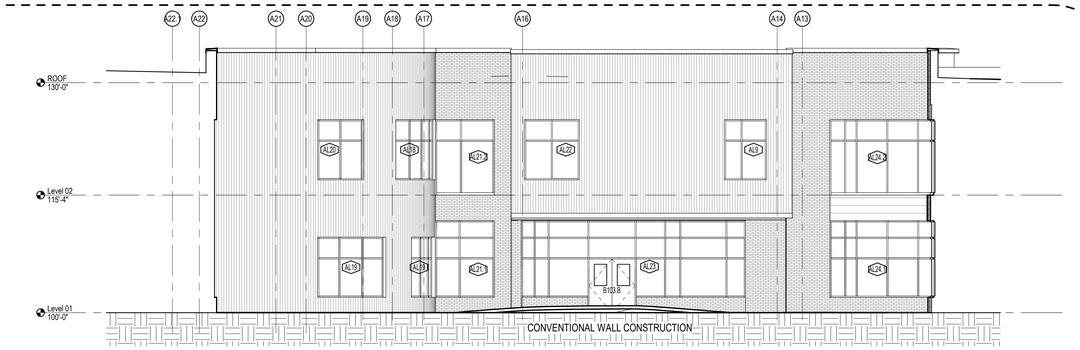
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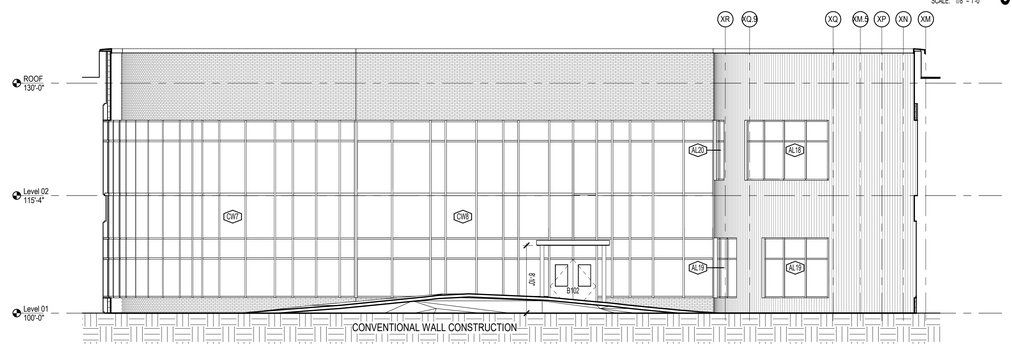
CONVENTIONAL CFMF CONSTRUCTION: SHOWN FOR CONTEXT



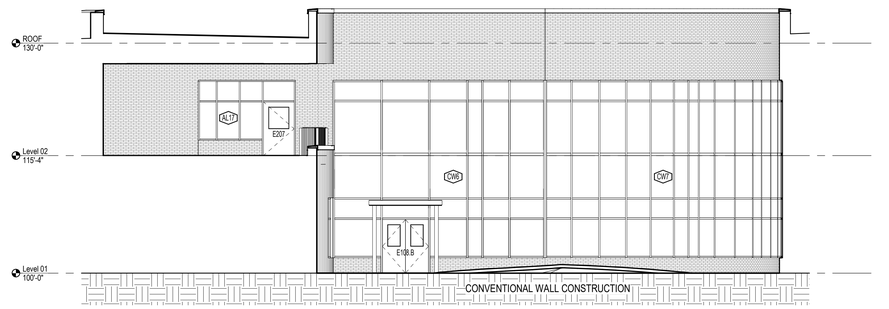
COURTYARD WEST ELEVATION 5
SCALE: 1/8" = 1'-0"



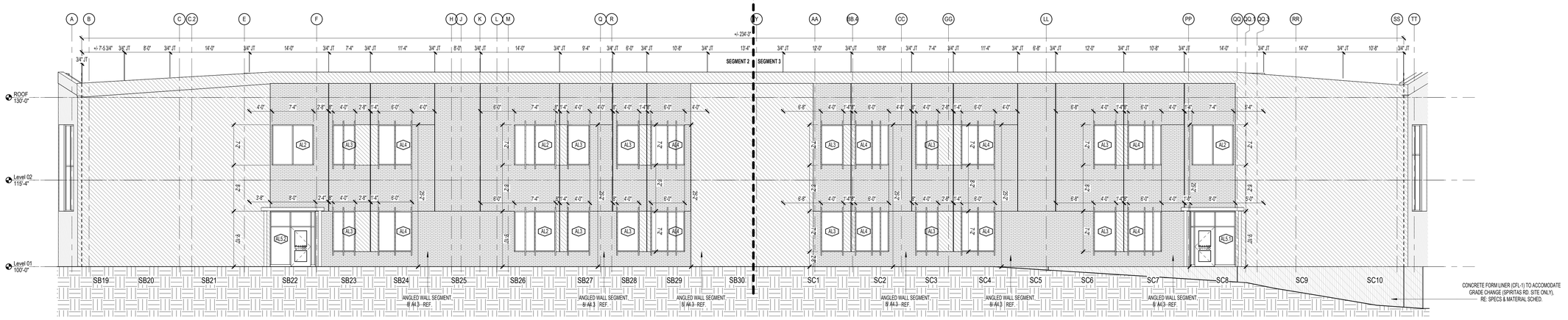
COURTYARD SOUTH ELEVATION 4
SCALE: 1/8" = 1'-0"



COURTYARD EAST ELEVATION 3
SCALE: 1/8" = 1'-0"



COURTYARD NORTH ELEVATION 2
SCALE: 1/8" = 1'-0"



EAST ELEVATION - WALL PANELIZATION 1
SCALE: 1/8" = 1'-0"

pfluger
office: 469.333.2121 | fax: 469.333.2125
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pflugerarchitects.com

NEW DENTON ISD ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

REGISTERED ARCHITECT
CHRISTOPHER MCCARTY MARTIN
03/20/2023

DATE: 03/20/2023

PROJECT NO. 22-024
DATE: 03/06/2023
DRAWN BY: Author CHECKED BY: Checker
REVISIONS:

No.	Date	Description

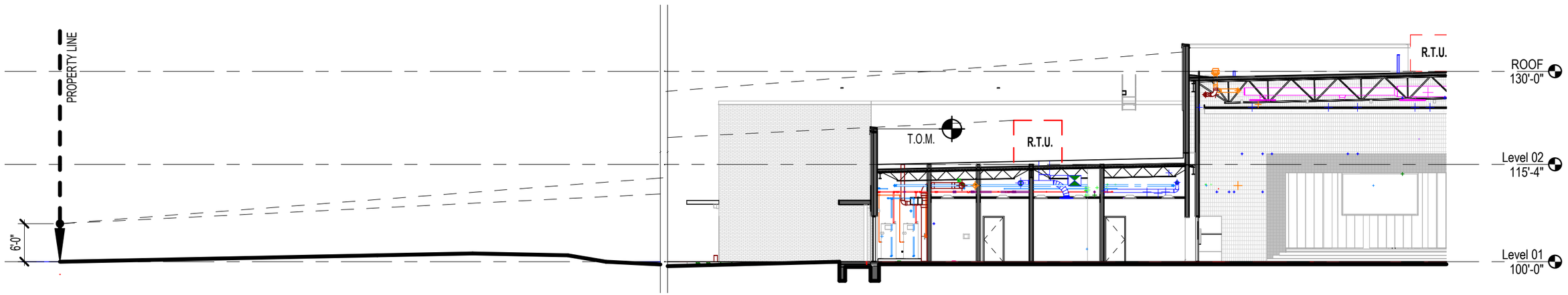
BIDDING AND PERMITTING SET

A6.4
EXTERIOR PANEL ELEVATIONS

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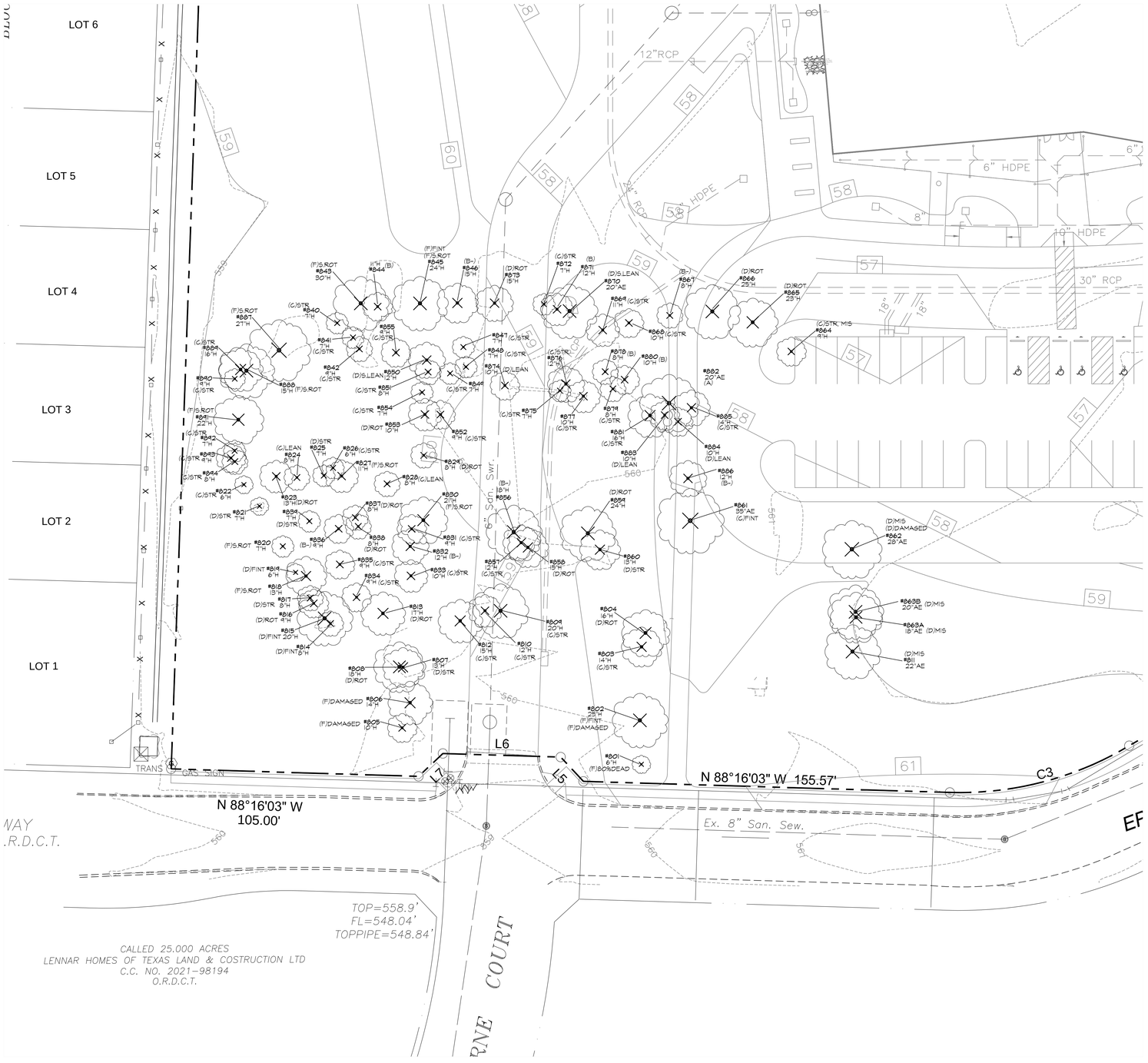
HIGH RESOLUTION ARCHITECTURAL COLOR RENDERINGS PROVIDED IN SEPARATE ATTACHMENT TO MAINTAIN HIGH RESOLUTION FOR DETAILED VIEWING.

EIGHT (8) TOTAL RENDERINGS PROVIDED



ROOF TOP EQUIPMENT SCREENING SECTION


TS1.03
SEE SHT. TS1.03
FOR ENLARGEMENT
TS1.02
SEE SHT. TS1.02
FOR ENLARGEMENT
EPPRIGHT DRIVE
CLAIRBORNE COURT
HAVANA AVENUE
VATTIER STREET
PALOMA CREEK SOUTH PHASE 10A C.C. NO. 2015-416 P.R.D.C.T.
PALOMA CREEK SOUTH PHASE 10B C.C. NO. 2016-2166 P.R.D.C.T.
BLOCK NO. 3
BLOCK NO. 1
BLOCK NO. 2
BLOCK NO. 4
BLOCK NO. J
HIDDEN HILLS PHASE 1 C.C. NO. 2021-297 P.R.D.C.T.
HIDDEN HILLS PHASE 2A C.C. NO. 2022-169 P.R.D.C.T.
ROCK WALL W/ WOOD FENCE
CONCRETE DRAINAGE FLUME
S 88°10'24" E 952.61'
N 88°16'03" W 105.00'
N 88°26'07" W 105.00'
N 88°16'03" W 166.57'
N 88°26'07" W 102.42'
S 01°33'53" W 220.21'
N 01°33'53" E 788.34'
Ex. 8" San. Sew.
Ex. 6" San. Sew.
Ex. 18" RCP
Fin. Flr. 559.0
TOP=558.9'
FL=548.04'
TOP/PIPE=548.84'
CALLED 25.000 ACRES LENNAR HOMES OF TEXAS LAND & CONSTRUCTION LTD C.C. NO. 2021-98194 O.R.D.C.T.
REMAINDER OF CALLED 25.089 ACRES LENNAR HOMES OF TEXAS LAND & CONSTRUCTION LTD C.C. NO. 2021-49258 O.R.D.C.T.
LENNAR HOMES OF TEXAS LAND & CONSTRUCTION LTD C.C. NO. 2021-98194 O.R.D.C.T.
RIGHT-OF-WAY 010-200, P.R.D.C.T.
HACKBERRY OFF-SITE
CEDAR ELM OFF-SITE
PECAN OFF-SITE
12"CLM OFF-SITE
18"CLM OFF-SITE
#5006 D/S
#5009 D/S
#5010 D/S
#5011 D/S
#5012 D/S
#5046 D/S
#5047 D/S
#5048 D/S
#5049 D/S
#5050 D/S
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#5057 D/S
#5058 D/S
#5059 D/S
#5060 D/S
#5061 D/S
#5062 D/S
#5063 D/S
#5064 D/S
#5065 D/S



TREE CONDITION ABBREVIATIONS:
(X) TREE QUALITY GRADE A THROUGHT F
STR=STRUCTURAL SHAPE
ROT=SOME ROT
S.ROT=SEVERE ROT
LEAN=SIGNIFICANT LEANING
S.LEAN=SEVERE LEANING
FINT=WIRE FENCE IN TRUNK
DAMAGED=SIGNIFICANT LIMBS BROKEN
MIS=MISTLETOE

0 20 40
SCALE: 1" = 20'-0"

Owner
Denton Independent School District
1307 North Locust
Denton, TX 76201
Telephone 940-387-6151

Preparer
RLK Engineering, Inc.
Texas Registration No. 579
111 West Main Street
Allen, Texas 75013
Telephone 972 359-1733

RAMSEY LANDSCAPE ARCHITECTS, LLC
11914 WISHING WELL CT.
FRISCO, TEXAS 75035
PHONE (469) 292-5689
FAX (469) 382-5433
EMAIL: MIKE.RLA@ATT.NET

NEW DENTON ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

TREE SURVEY ENLARGEMENT A

STATE OF TEXAS
MICHAEL W. RAMSEY
1901
REGISTERED LANDSCAPE ARCHITECT
9-22-23

ISSUES/
REVISIONS

DATE: 03/06/2023
SCALE: 1"=20'

SHEET No.
TS1.02

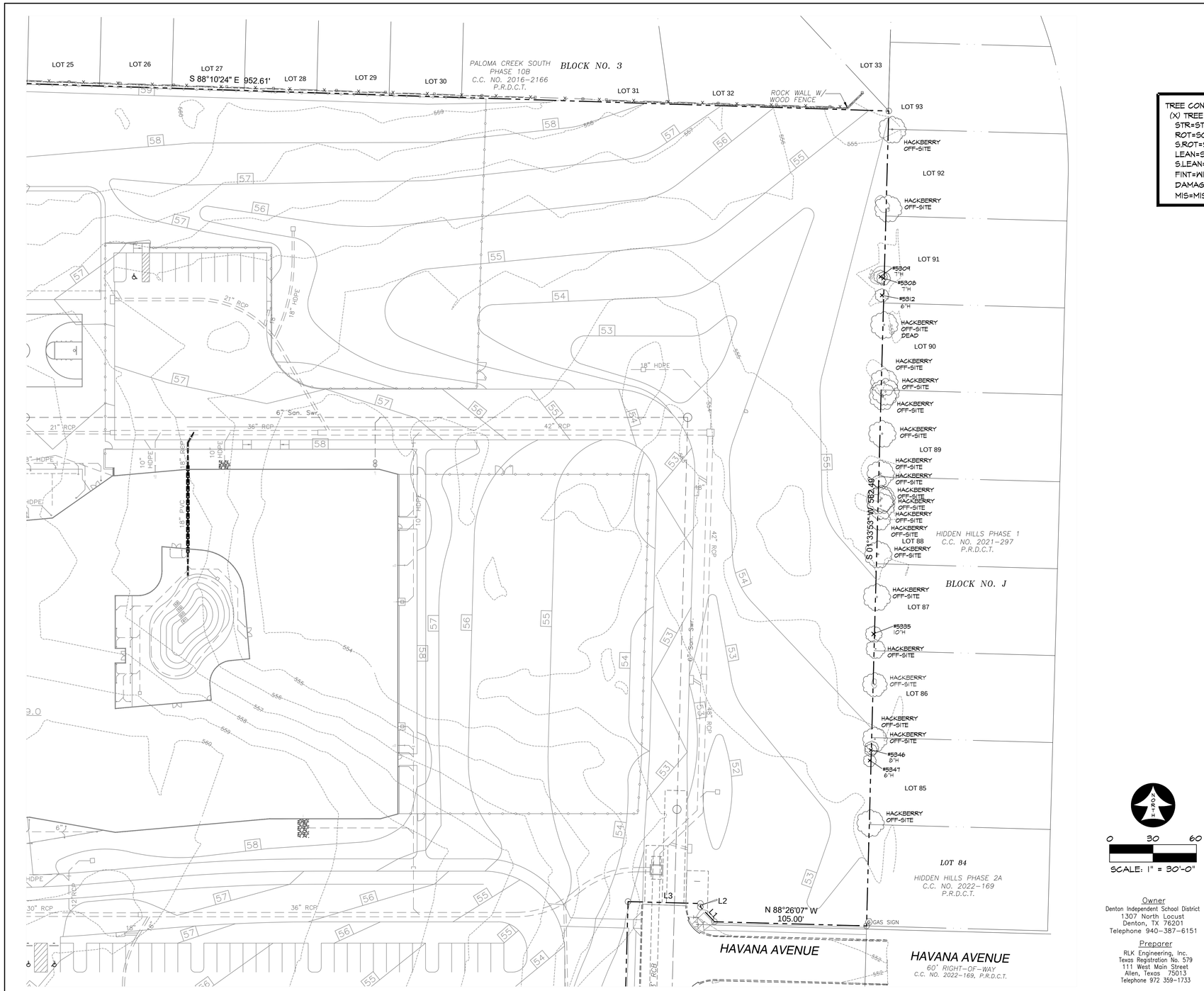
pfluger
office: 469.333.2121 | fax: 469.333.2125
603 Munger Ave., Suite 130
Dallas, Texas 75202
pflugerarchitects.com

NEW DENTON ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

PROJECT NO. 22-024
DATE: 03/06/2023
DRAWN BY: RLA CHECKED BY: RLA
REVISIONS:
No. Date Description

BIDDING AND
PERMITTING SET
TS1.02
TREE SURVEY
ENLARGEMENT A



TREE CONDITION ABBREVIATIONS:
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S.ROT=SEVERE ROT
LEAN=SIGNIFICANT LEANING
S.LEAN=SEVERE LEANING
FINT=WIRE FENCE IN TRUNK
DAMAGED=SIGNIFICANT LIMBS BROKEN
MIS=MISTLETOE

1"=30'

0 30 60

SCALE: 1" = 30'-0"

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1307 North Locust
Denton, TX 76201
Telephone 940-387-6151

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Telephone 972 359-1733

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FRISCO, TEXAS 75035
PHONE (972) 382-5669
FAX (469) 382-5433
EMAIL: MIKE.RLA@ATT.NET

NEW DENTON ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

TREE SURVEY ENLARGEMENT B

STATE OF TEXAS
MICHAEL W. RAMSEY
1901
REGISTERED
LANDSCAPE ARCHITECT
3-22-23

ISSUES/
REVISIONS

DATE: 03/06/2023
SCALE: 1"=30'

SHEET No.
TS1.03

pfluger
office: 469.333.2121 | fax: 469.333.2125
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pflugerarchitects.com

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BIDDING AND
PERMITTING SET
TS1.03
TREE SURVEY
ENLARGEMENT B

TREE SURVEY CHART

✳ MITIGATION BY PLANTING

TREE#	SIZE	TYPE	SCIENTIFIC	DEM/SAVE	FLOOD	CONDITION	MITIG. (SIZE X RATIO)	REPL.	VALUE (SIZE VAL X %)
801	6"	HACKBERRY	Celtis occidentalis	DEMO	NO	80% DEAD	6" X 2 = 12"	-	EXEMPT 80% DEAD
802	25"	HACKBERRY	Celtis occidentalis	DEMO	NO	WIRE FENCE IN TRUNK	25" X 2 = 50"	-	EXEMPT ROT IN TRUNK
803	14"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	14" X 2 = 28"	28"	$3,388.00 X 40% = $1,355.20
804	16"	HACKBERRY	Celtis occidentalis	DEMO	NO	ROT IN TRUNK AREA	16" X 2 = 32"	-	EXEMPT ROT IN TRUNK
805	10"	HACKBERRY	Celtis occidentalis	DEMO	NO	MAJOR BRANCH DAMAGE	10" X 2 = 20"	20"	$1,727.88 X 40% = $691.15
806	14"	HACKBERRY	Celtis occidentalis	DEMO	NO	MAJOR BRANCH DAMAGE	14" X 2 = 28"	28"	$3,388.00 X 40% = $1,355.20
807	13"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	13" X 2 = 26"	26"	$2,928.00 X 80% = $1,171.20
808	18"	HACKBERRY	Celtis occidentalis	DEMO	NO	ROT IN TRUNK AREA	18" X 2 = 36"	-	EXEMPT ROT IN TRUNK
809	20"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	20" X 2 = 40"	40"	$6,912.40 X 40% = $2,764.96
810	12"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	12" X 2 = 24"	24"	$2,488.20 X 40% = $995.28
811	22"	AMER. ELM	Ulmus americana	DEMO	NO	SEVERE MISTLETOE	22" X 4 = 88"	88"	$8,360.00 X 80% = $6,688.00
812	15"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	15" X 2 = 30"	30"	$3,844.00 X 40% = $1,537.60
813	17"	HACKBERRY	Celtis occidentalis	DEMO	NO	ROT IN TRUNK AREA	17" X 2 = 34"	-	EXEMPT ROT IN TRUNK
814	8"	HACKBERRY	Celtis occidentalis	DEMO	NO	WIRE FENCE IN TRUNK	8" X 2 = 16"	16"	$1,106.60 X 40% = $442.64
815	20"	HACKBERRY	Celtis occidentalis	DEMO	NO	WIRE FENCE IN TRUNK	20" X 2 = 40"	40"	$6,912.40 X 40% = $2,764.96
816	9"	HACKBERRY	Celtis occidentalis	DEMO	NO	ROT IN TRUNK AREA	9" X 2 = 18"	-	EXEMPT ROT IN TRUNK
817	8"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	8" X 2 = 16"	16"	$1,106.60 X 40% = $442.64
818	13"	HACKBERRY	Celtis occidentalis	DEMO	NO	SEVERE ROT IN TRUNK AREA	13" X 2 = 26"	-	EXEMPT SEVERE ROT
819	6"	HACKBERRY	Celtis occidentalis	DEMO	NO	WIRE FENCE IN TRUNK	6" X 2 = 12"	12"	$622.60 X 40% = $249.04
820	7"	HACKBERRY	Celtis occidentalis	DEMO	NO	SEVERE ROT IN TRUNK AREA	7" X 2 = 14"	-	EXEMPT SEVERE ROT
821	7"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	7" X 2 = 14"	14"	$847.00 X 40% = $338.80
822	6"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	6" X 2 = 12"	12"	$622.60 X 40% = $249.04
823	18"	HACKBERRY	Celtis occidentalis	DEMO	NO	ROT IN TRUNK AREA	18" X 2 = 36"	-	EXEMPT ROT IN TRUNK
824	8"	HACKBERRY	Celtis occidentalis	DEMO	NO	ROT IN TRUNK AREA	8" X 2 = 16"	-	EXEMPT ROT IN TRUNK
825	7"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	7" X 2 = 14"	14"	$847.00 X 40% = $338.80
826	6"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	6" X 2 = 12"	12"	$622.60 X 40% = $249.04
827	11"	HACKBERRY	Celtis occidentalis	DEMO	NO	SEVERE ROT IN TRUNK AREA	11" X 2 = 22"	-	EXEMPT SEVERE ROT
828	8"	HACKBERRY	Celtis occidentalis	DEMO	NO	TREE LEANING 20+ DEGREES	8" X 2 = 16"	16"	$1,106.60 X 40% = $442.64
829	8"	HACKBERRY	Celtis occidentalis	DEMO	NO	ROT IN TRUNK AREA	8" X 2 = 16"	-	EXEMPT ROT IN TRUNK
830	21"	HACKBERRY	Celtis occidentalis	DEMO	NO	SEVERE ROT IN TRUNK AREA	21" X 2 = 42"	-	EXEMPT SEVERE ROT
831	9"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	9" X 2 = 18"	18"	$1,399.20 X 40% = $559.68
832	12"	HACKBERRY	Celtis occidentalis	DEMO	NO	GOOD	12" X 2 = 24"	24"	$2,488.20 X 40% = $995.28
833	10"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	10" X 2 = 20"	20"	$1,727.88 X 40% = $691.15
834	9"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	9" X 2 = 18"	18"	$1,399.20 X 40% = $559.68
835	9"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	9" X 2 = 18"	18"	$1,399.20 X 40% = $559.68
836	9"	HACKBERRY	Celtis occidentalis	DEMO	NO	GOOD	9" X 2 = 18"	18"	$1,399.20 X 40% = $559.68
837	8"	HACKBERRY	Celtis occidentalis	DEMO	NO	ROT IN TRUNK AREA	8" X 2 = 16"	-	EXEMPT ROT IN TRUNK
838	8"	HACKBERRY	Celtis occidentalis	DEMO	NO	ROT IN TRUNK AREA	8" X 2 = 16"	-	EXEMPT ROT IN TRUNK
839	7"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	7" X 2 = 14"	14"	$847.00 X 40% = $338.80
840	7"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	7" X 2 = 14"	14"	$847.00 X 40% = $338.80
841	7"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	7" X 2 = 14"	14"	$847.00 X 40% = $338.80
842	9"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	9" X 2 = 18"	18"	$1,399.20 X 40% = $559.68
843	30"	HACKBERRY	Celtis occidentalis	DEMO	NO	SEVERE ROT IN TRUNK AREA	30" X 2 = 60"	-	EXEMPT SEVERE ROT
844	11"	HACKBERRY	Celtis occidentalis	DEMO	NO	GOOD	11" X 2 = 22"	22"	$2,090.00 X 40% = $836.00
845	24"	HACKBERRY	Celtis occidentalis	DEMO	NO	SEVERE ROT IN TRUNK, WIRE FENCE IN TRUNK	24" X 2 = 48"	-	EXEMPT SEVERE ROT
846	15"	HACKBERRY	Celtis occidentalis	DEMO	NO	GOOD	15" X 2 = 30"	30"	$3,844.00 X 40% = $1,537.60
847	7"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	7" X 2 = 14"	14"	$847.00 X 40% = $338.80
848	7"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	7" X 2 = 14"	14"	$847.00 X 40% = $338.80
849	7"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	7" X 2 = 14"	14"	$847.00 X 40% = $338.80
850	12"	HACKBERRY	Celtis occidentalis	DEMO	NO	TREE LEANING 20+ DEGREES	12" X 2 = 24"	24"	$2,488.20 X 40% = $995.28
851	8"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	8" X 2 = 16"	16"	$1,106.60 X 40% = $442.64
852	9"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	9" X 2 = 18"	18"	$1,399.20 X 40% = $559.68
853	10"	HACKBERRY	Celtis occidentalis	DEMO	NO	ROT IN TRUNK AREA	10" X 2 = 20"	-	EXEMPT ROT IN TRUNK
854	7"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	7" X 2 = 14"	14"	$847.00 X 40% = $338.80
855	9"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	9" X 2 = 18"	18"	$1,399.20 X 40% = $559.68
856	18"	HACKBERRY	Celtis occidentalis	DEMO	NO	GOOD	18" X 2 = 36"	36"	$5,598.00 X 40% = $2,239.60
857	12"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	12" X 2 = 24"	24"	$2,488.20 X 40% = $995.28
858	15"	HACKBERRY	Celtis occidentalis	DEMO	NO	ROT IN TRUNK AREA	15" X 2 = 30"	-	EXEMPT ROT IN TRUNK
859	24"	HACKBERRY	Celtis occidentalis	DEMO	NO	ROT IN TRUNK AREA	24" X 2 = 48"	-	EXEMPT ROT IN TRUNK
860	13"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	13" X 2 = 26"	26"	$2,928.00 X 80% = $1,171.20

TREE SURVEY CHART

✳ MITIGATION BY PLANTING

TREE#	SIZE	TYPE	SCIENTIFIC	DEM/SAVE	FLOOD	CONDITION	MITIG. (SIZE X RATIO)	REPL.	VALUE (SIZE VAL X %)
861	35"	AMER. ELM	Ulmus americana	DEMO	NO	WIRE FENCE IN TRUNK	35" X 4 = 140" ✳	140"	MITIGATION BY PLANTING
862	28"	AMER. ELM	Ulmus americana	DEMO	NO	MAJOR BRANCH DAMAGE, SEVERE MISTLETOE	28" X 4 = 112" ✳	112"	MITIGATION BY PLANTING
863A	18"	AMER. ELM	Ulmus americana	DEMO	NO	SEVERE MISTLETOE	18" X 4 = 72" ✳	72"	MITIGATION BY PLANTING
863B	20"	AMER. ELM	Ulmus americana	DEMO	NO	SEVERE MISTLETOE	20" X 4 = 80" ✳	80"	MITIGATION BY PLANTING
864	9"	HACKBERRY	Celtis occidentalis	DEMO	NO	SEVERE MISTLETOE	9" X 2 = 18"	18"	$1,399.20 X 40% = $559.68
865	23"	HACKBERRY	Celtis occidentalis	DEMO	NO	ROT IN TRUNK AREA	23" X 2 = 46"	-	EXEMPT ROT IN TRUNK
866	25"	HACKBERRY	Celtis occidentalis	DEMO	NO	ROT IN TRUNK AREA	25" X 2 = 50"	-	EXEMPT ROT IN TRUNK
867	8"	HACKBERRY	Celtis occidentalis	DEMO	NO	GOOD	8" X 2 = 16"	16"	$1,106.60 X 40% = $442.64
868	10"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	10" X 2 = 20"	20"	$1,727.88 X 40% = $691.15
869	11"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	11" X 2 = 22"	22"	$2,090.00 X 40% = $836.00
870	20"	AMER. ELM	Ulmus americana	DEMO	NO	TREE SEVERE LEAN 30+ DEGREES	20" X 4 = 88"	80"	$6,912.40 X 80% = $5529.92
871	12"	HACKBERRY	Celtis occidentalis	DEMO	NO	GOOD	12" X 2 = 24"	24"	$2,488.20 X 40% = $995.28
872	7"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	7" X 2 = 14"	14"	$847.00 X 40% = $338.80
873	15"	HACKBERRY	Celtis occidentalis	DEMO	NO	ROT IN TRUNK AREA	15" X 2 = 30"	-	EXEMPT ROT IN TRUNK
874	10"	HACKBERRY	Celtis occidentalis	DEMO	NO	TREE LEANING 20+ DEGREES	10" X 2 = 20"	20"	$1,727.88 X 40% = $691.15
875	7"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	7" X 2 = 14"	14"	$847.00 X 40% = $338.80
876	12"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	12" X 2 = 24"	24"	$2,488.20 X 40% = $995.28
877	10"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	10" X 2 = 20"	20"	$1,727.88 X 40% = $691.15
878	8"	HACKBERRY	Celtis occidentalis	DEMO	NO	GOOD	8" X 2 = 16"	16"	$1,106.60 X 40% = $442.64
879	8"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	8" X 2 = 16"	16"	$1,106.60 X 40% = $442.64
880	10"	HACKBERRY	Celtis occidentalis	DEMO	NO	GOOD	10" X 2 = 20"	20"	$1,727.88 X 40% = $691.15
881	16"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	16" X 2 = 32"	32"	$4,424.20 X 40% = $1,769.68
882	20"	AMER. ELM	Ulmus americana	DEMO	NO	GOOD	20" X 4 = 88" ✳	80"	MITIGATION BY PLANTING
883	10"	HACKBERRY	Celtis occidentalis	DEMO	NO	TREE LEANING 20+ DEGREES	10" X 2 = 20" ✳	20"	MITIGATION BY PLANTING
884	10"	HACKBERRY	Celtis occidentalis	DEMO	NO	TREE LEANING 20+ DEGREES	10" X 2 = 20"	20"	$1,727.88 X 40% = $691.15
885	14"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	14" X 2 = 28"	28"	$3,388.00 X 40% = $1,355.20
886	12"	HACKBERRY	Celtis occidentalis	DEMO	NO	GOOD	12" X 2 = 24"	24"	$2,488.20 X 40% = $995.28
887	27"	HACKBERRY	Celtis occidentalis	DEMO	NO	SEVERE ROT IN TRUNK	27" X 2 = 54"	-	EXEMPT SEVERE ROT
888	15"	HACKBERRY	Celtis occidentalis	DEMO	NO	SEVERE ROT IN TRUNK	15" X 2 = 30"	-	EXEMPT SEVERE ROT
889	16"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	16" X 2 = 32"	32"	$4,424.20 X 40% = $1,769.68
890	9"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	9" X 2 = 18"	18"	$1,399.20 X 40% = $559.68
891	22"	HACKBERRY	Celtis occidentalis	DEMO	NO	SEVERE ROT IN TRUNK	22" X 2 = 44"	-	EXEMPT SEVERE ROT
892	7"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	7" X 2 = 14"	14"	$847.00 X 40% = $338.80
893	9"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	9" X 2 = 18"	18"	$1,399.20 X 40% = $559.68
894	8"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	8" X 2 = 16"	16"	$1,106.60 X 40% = $442.64
5308	7"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	7" X 2 = 14"	14"	$847.00 X 40% = $338.80
5309	7"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	7" X 2 = 14"	14"	$847.00 X 40% = $338.80
5312	6"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	6" X 2 = 12"	12"	$622.60 X 40% = $249.04
5335	10"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	10" X 2 = 20"	20"	$1,727.88 X 40% = $691.15
5346	8"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	8" X 2 = 16"	16"	$1,106.60 X 40% = $442.64
5347	6"	HACKBERRY	Celtis occidentalis	DEMO	NO	POOR STRUCTURE	6" X 2 = 12"	12"	$622.60 X 40% = $249.04
						TOTAL MITIGATION INCHES FOR REMOVAL		2,002	MITIGATION FEE - EXEMPT - MITIG.
						PLANTING MITIGATION 126 TREES X 4" =		504	BY PLANTING = $56,099.12
						DIFFERENCE 2,002" - 504" =		1,498	MITIG. FEE OWED = $56,099.12

✳ MITIGATION BY PLANTING

RAMSEY LANDSCAPE ARCHITECTS, LLC
11914 WISHING WELL CT.
FRISCO, TEXAS 75035
PHONE: (972) 352-5669
FAX (469) 362-5433
EMAIL: MIKE.RLA@ATT.NET

NEW DENTON ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

TREE SURVEY CHART

STATE OF TEXAS
MICHAEL W. RAMSEY
1901
REGISTERED LANDSCAPE ARCHITECT
3-22-23

ISSUES/
REVISIONS

DATE: 03/06/2023
SCALE: 1"=30'

SHEET No.
TS1.04

pfluger
office: 469.333.2121 | fax: 469.333.2125
603 Munger Ave., Suite 130
Dallas, Texas 75202
pflugerarchitects.com

NEW DENTON ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

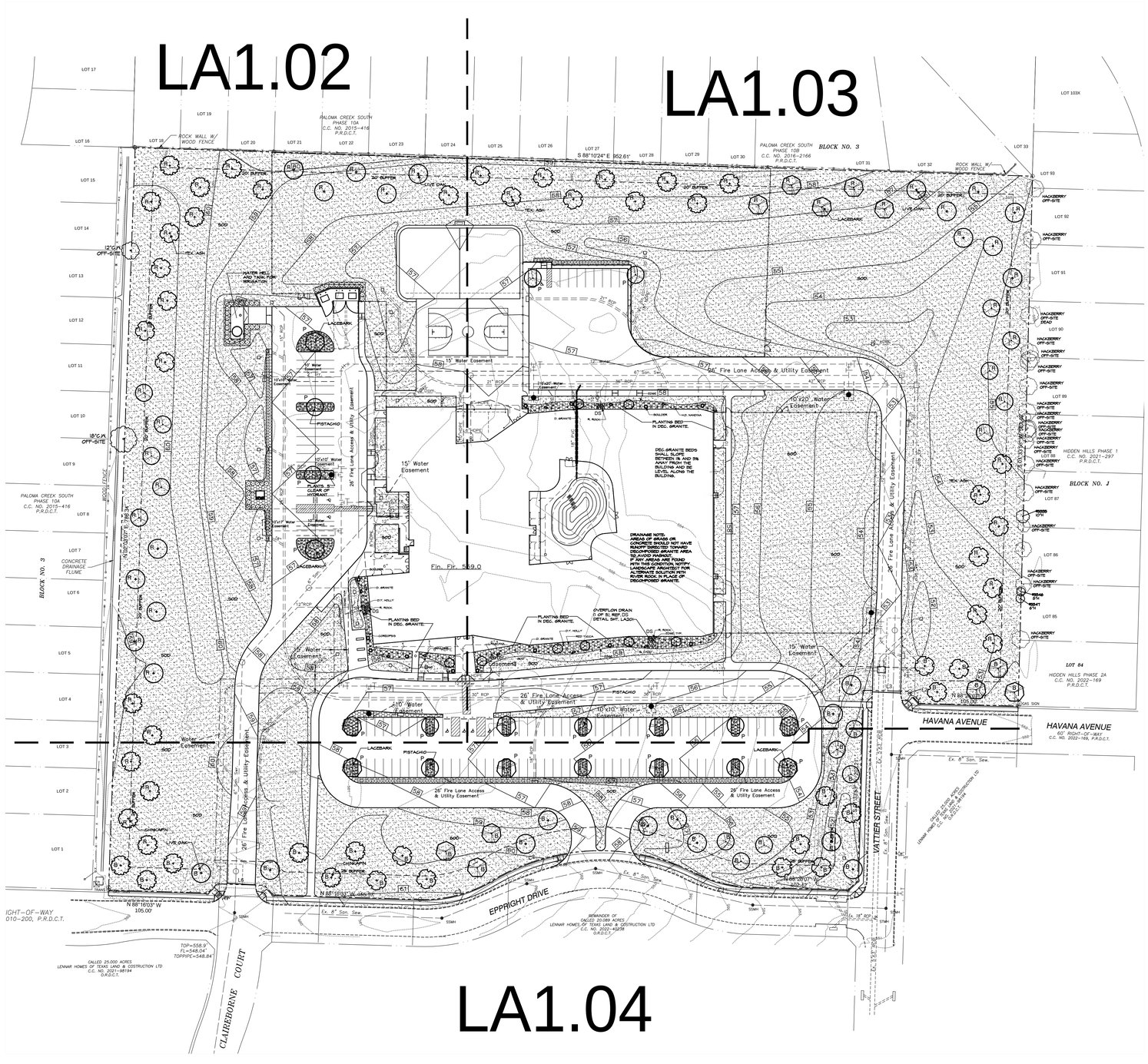
DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

PROJECT NO. 22-024
DATE: 03/06/2023
DRAWN BY: RLA CHECKED BY: RLA
REVISIONS:
No. Date Description

BIDDING AND PERMITTING SET
TS1.04
TREE SURVEY CHART

LA1.02

LA1.03



LA1.04

RAMSEY LANDSCAPE ARCHITECTS, LLC
11914 WISHING WELL CT.
FRISCO, TEXAS 75035
PHONE (469) 362-5689
FAX (469) 362-5433
EMAIL: MIKE.RLA@ATT.NET

NEW DENTON ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

OVERALL LANDSCAPE PLAN

Owner
Denton Independent School District
1307 North Locust
Denton, TX 76201
Telephone 940-387-6151

Preparer
RLK Engineering, Inc.
Texas Registration No. 579
111 West Main Street
Allen, Texas 75013
Telephone 972 359-1733

STATE OF TEXAS
MICHAEL W. RAMSEY
1901
REGISTERED LANDSCAPE ARCHITECT
3-22-23

ISSUES/ REVISIONS

DATE: 03/06/2023
SCALE: 1"=50'

SHEET No.
LA1.01

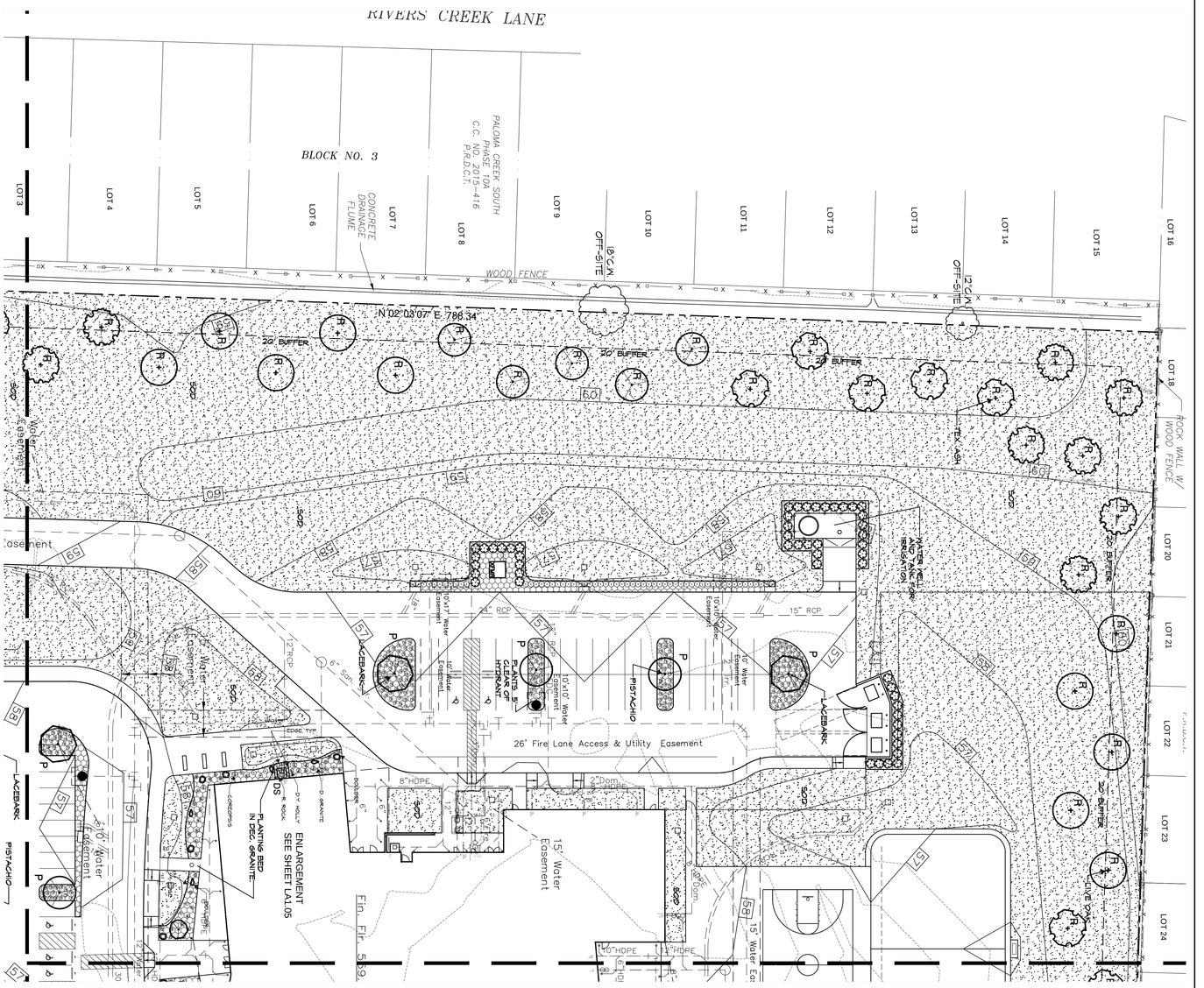
pfluger
office: 469.333.2121 | fax: 469.333.2125
663 Munger Ave., Suite 130
Dallas, Texas 75202
pflugerarchitects.com

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

NEW DENTON ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

PROJECT NO. 22-024
DATE: 03/06/2023
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REVISIONS:
No. Date Description

BIDDING AND PERMITTING SET
LA1.01
OVERALL LANDSCAPE PLAN



NEW DENTON ELEMENTARY SCHOOL

EPPRIGHT DRIVE SITE

LANDSCAPE PLAN AREA A

ISSUES/ REVISIONS

DATE: 03/06/2023

SCALE: 1"=30'

SHEET No. LA1.02

RAMSEY LANDSCAPE ARCHITECTS, LLC
11914 WISHING WELL CT.
FRISCO, TEXAS 75035
PHONE (972) 335-0889
FAX (469) 362-5433
EMAIL: MIKE.RLA@ATT.NET

BIDDING AND PERMITTING SET

LA1.02 LANDSCAPE PLAN AREA A

PROJECT NO. 22-024
DRAWN BY: RLA
CHECKED BY: RLA

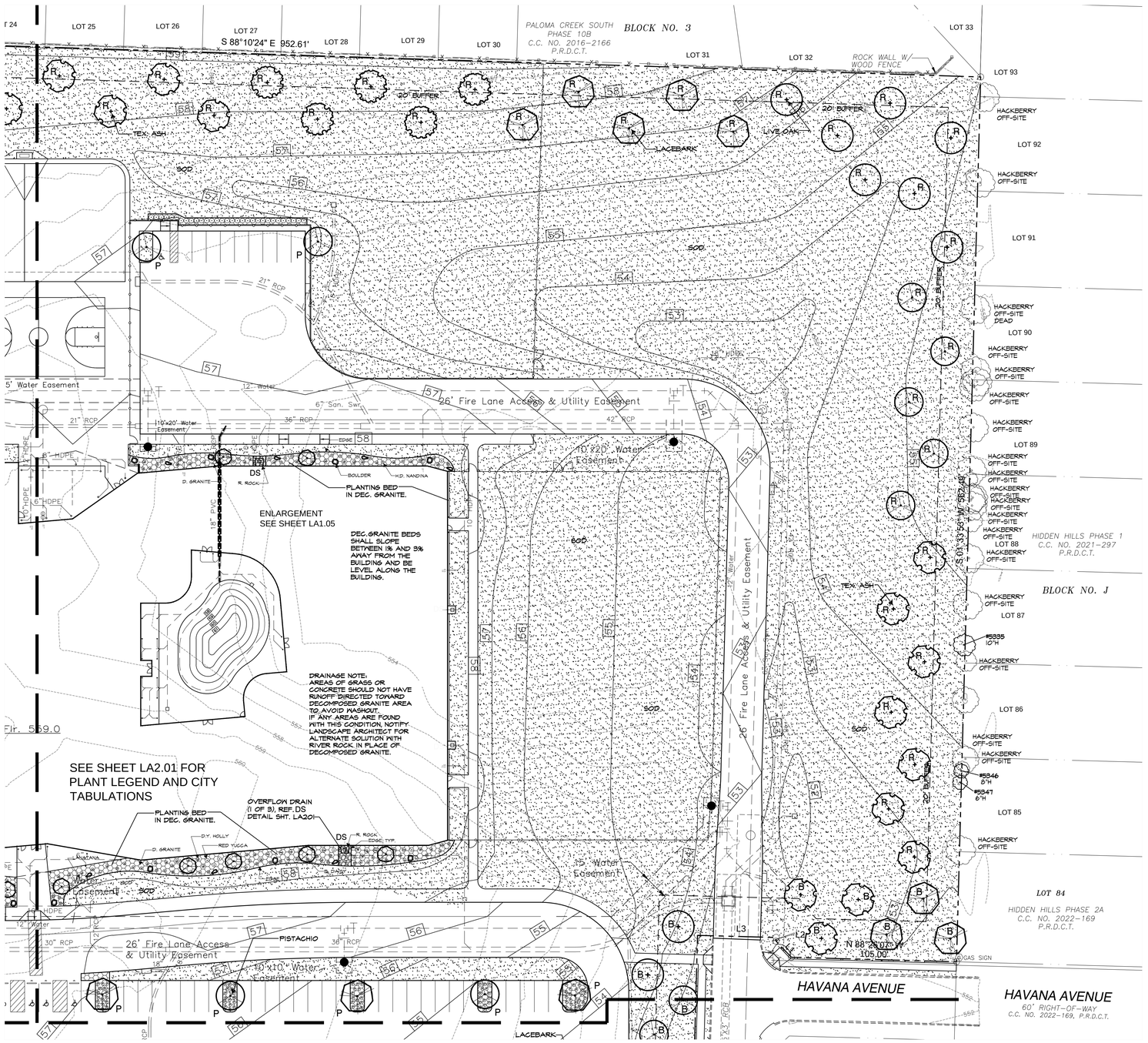
No.	Date	Description

DENTON INDEPENDENT SCHOOL DISTRICT

1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

NEW DENTON ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

pfluger
office: 469.333.2121 I fax: 469.333.2125
603 Munger Ave., Suite 130
Dallas, Texas 75202
pflugerarchitects.com



RAMSEY LANDSCAPE ARCHITECTS, LLC
11914 WISHING WELL CT.
FRISCO, TEXAS 75035
PHONE: (972) 382-5669
FAX (469) 382-5433
EMAIL: MIKE.RLA@ATT.NET

NEW DENTON ELEMENTARY SCHOOL

EPPRIGHT DRIVE SITE

LANDSCAPE PLAN AREA B

STATE OF TEXAS
MICHAEL W. RAMSEY
1901
REGISTERED LANDSCAPE ARCHITECT
9-22-23

ISSUES/ REVISIONS

DATE: 03/06/2023

SCALE: 1"=30'

SHEET No.
LA1.03

pfluger
office: 469.333.2121 | fax: 469.333.2125
603 Munger Ave., Suite 130
Dallas, Texas 75202
pflugerarchitects.com

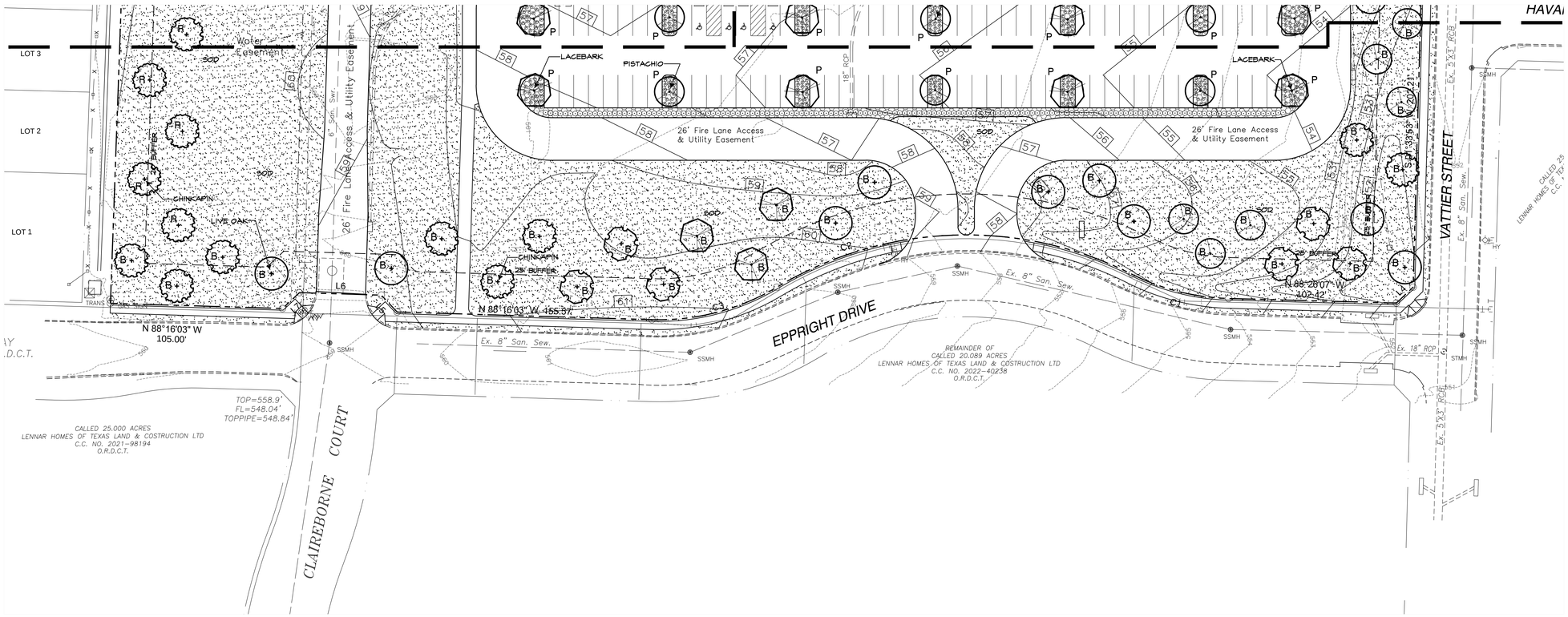
DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

PROJECT NO. 22-024
DATE: 03/06/2023
DRAWN BY: RLA CHECKED BY: RLA
REVISIONS:

No.	Date	Description

BIDDING AND PERMITTING SET

LA1.03
LANDSCAPE PLAN AREA B



0 30 60

SCALE: 1" = 30'-0"

RAMSEY LANDSCAPE ARCHITECTS, LLC
11914 WISHING WELL CT.
FRISCO, TEXAS 75035
PHONE: (972) 335-9669
FAX (469) 362-5433
EMAIL: MIKE.RLA@ATT.NET

NEW DENTON ELEMENTARY SCHOOL

EPPRIGHT DRIVE SITE

LANDSCAPE PLAN AREA C

STATE OF TEXAS
MICHAEL W. RAMSEY
1901
REGISTERED LANDSCAPE ARCHITECT

9-22-23

ISSUES/
REVISIONS

DATE: 03/06/2023

SCALE: 1"=30'

SHEET No.
LA1.04

pfluger
office: 469.333.2121 | fax: 469.333.2125
603 Munger Ave., Suite 130
Dallas, Texas 75202
pflugerarchitects.com

NEW DENTON ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

PROJECT NO. 22-024
DATE: 03/06/2023
DRAWN BY: RLA CHECKED BY: RLA
REVISIONS:

No.	Date	Description

BIDDING AND
PERMITTING SET

LA1.04
LANDSCAPE PLAN
AREA C

BIDDING AND PERMITTING SET
LA1.05
LANDSCAPE ENLARGEMENT

PROJECT NO. 22-024
DATE: 03/06/2023
DRAWN BY: RLA CHECKED BY: RLA
REVISIONS
1 Date Description

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

NEW DENTON ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

pfluger
phone: 469.333.2121 | fax: 469.333.2125
603 Munger Ave., Suite 130
Dallas, Texas 75202
pflugerarchitects.com

RAMSEY LANDSCAPE ARCHITECTS, LLC
11914 WISHING WELL CT.
FRISCO, TEXAS 75035
PHONE (972) 335-0889
FAX (469) 362-5433
EMAIL: MIKE.RLA@ATT.NET

NEW DENTON ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

LANDSCAPE ENLARGEMENT

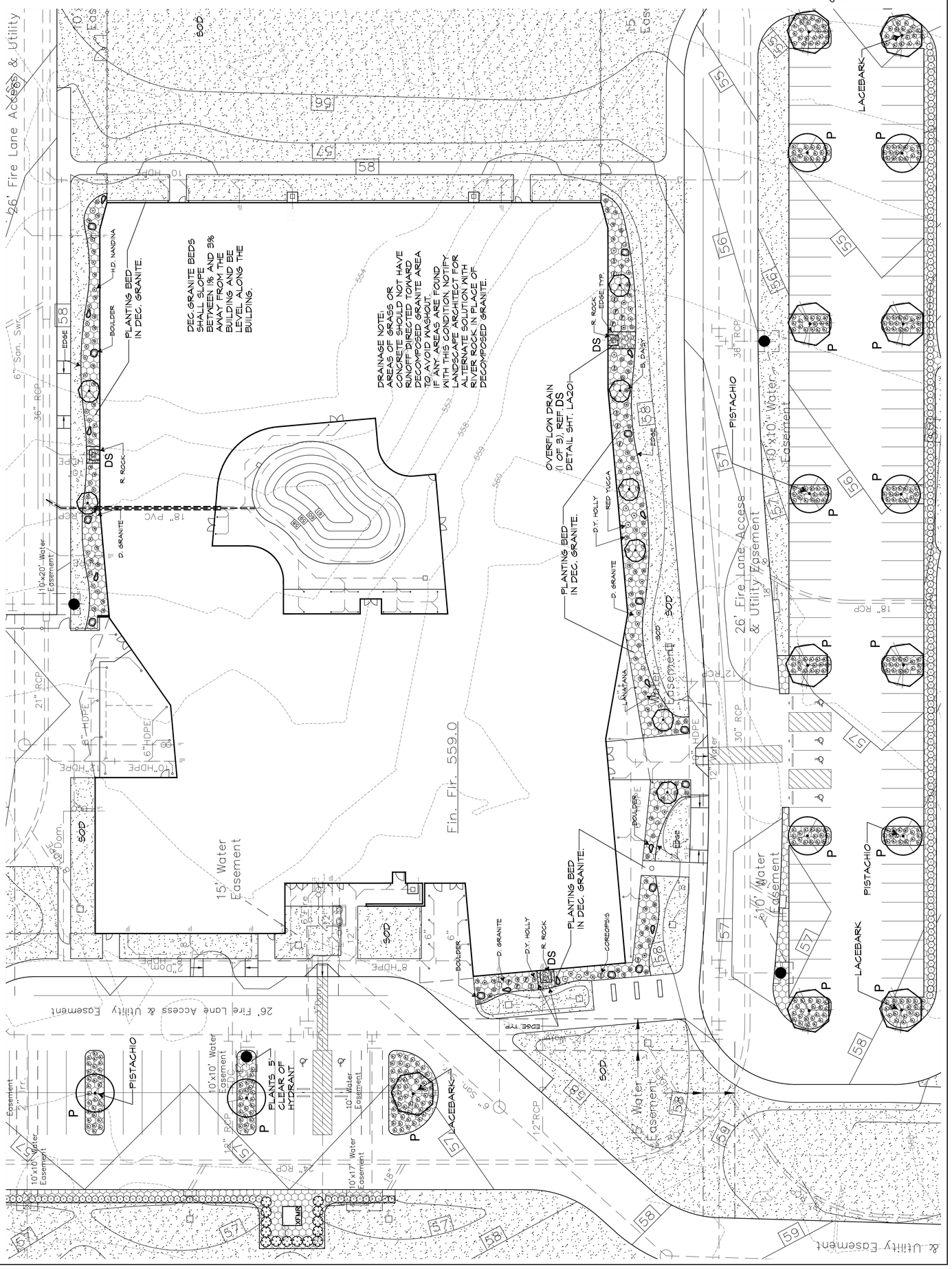
STATE OF TEXAS
MICHAEL W. RAMSEY
1001
REGISTERED LANDSCAPE ARCHITECT
9-22-25

ISSUES/
REVISIONS

DATE: 03/06/2023
SCALE: 1"=20'

SHEET No.
LA1.05

SCALE: 1" = 20'-0"
0 20 40

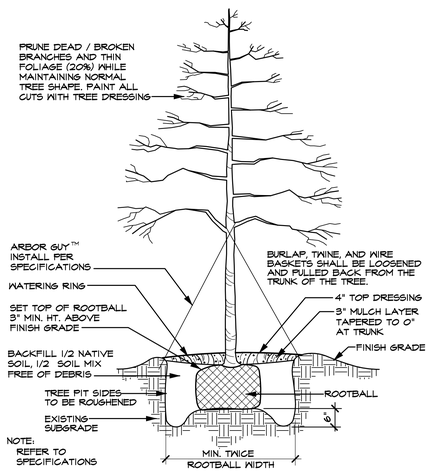

26' Fire Lane Access & Utility Easement
6" San. Swr
36" RCP
10' Esmt
EOD
HDPE
DEC. GRANITE BEDS SHALL SLOPE BETWEEN 1% AND 3% AWAY FROM THE BUILDING AND BE LEVEL ALONG THE BUILDING.
PLANTING BED IN DEC. GRANITE.
H.D. NANDINA
BOULDER
EDGE
DS
R. ROCK
D. GRANITE
10'x20' Water Easement
18" PVC
DRAINAGE NOTE: AREAS OF GRASS OR CONCRETE SHOULD NOT HAVE RUNOFF DIRECTED TOWARD DECOMPOSED GRANITE AREA TO AVOID WASHOUT. IF ANY AREAS ARE FOUND WITH THIS CONDITION NOTIFY LANDSCAPE ARCHITECT FOR ALTERNATE SOLUTION WITH RIVER ROCK IN PLACE OF DECOMPOSED GRANITE.
OVERFLOW DRAIN (1 OF 3), REF. DS DETAIL SHT. LA201
PLANTING BED IN DEC. GRANITE.
D.Y. HOLLY
RED YUCCA
B. DAISY
SOD
LANTANA
COREOPSIS
Fin. Flr. 559.0
15' Water Easement
21" RCP
6" HDPE
8" HDPE
10" HDPE
12" HDPE
8" Dom.
12" Dom.
12" RCP
30" RCP
12" Water
10" Water
6" Sch 40
6" Sch 80
10' Water Easement
10'x10' Water Easement
10'x17' Water Easement
2" Irr.
PISTACHIO
LACEBARK
PLANTS 5' CLEAR OF HYDRANT
KFMR
EDGE TYP.
BOULDER
Edge
26' Fire Lane Access & Utility Easement
10'x10' Water Easement
10'x10' Water Easement
10'x17' Water Easement
10' Water Easement
15' Water Easement
10'x10' Water Easement
10'x10' Water Easement
10'x17' Water Easement
10' Water Easement
15' Water Easement
26' Fire Lane Access & Utility Easement
& Utility Easement
& Utility Easement
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LANDSCAPE NOTES

LANDSCAPE CONTRACTOR SHALL REPLACE ALL AREAS DISTURBED BY CONSTRUCTION. THE DISTURBED AREAS SHALL BE REPLACED WITH SOD PER THE SPECIFICAITONS UNLESS NOTED OTHERWISE ON THE PLANS.

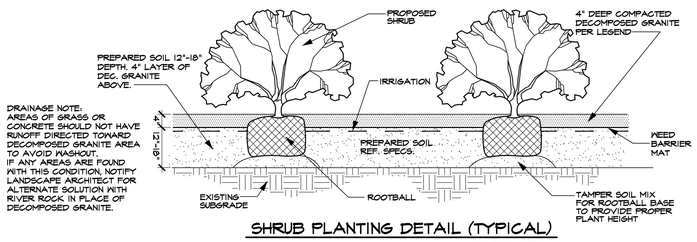
LANDSCAPE CONTRACTOR SHOULD VISIT SITE AND REFERENCE CIVIL ENGINEER'S GRADING PLAN PRIOR TO BIDDING AND COMMENCEMENT OF CONSTRUCTION TO VERIFY AREAS TO BE DISTURBED BY CONSTRUCTION ACTIVITIES.

REFERENCE CIVIL PLANS FOR FINAL GRADING AND UTILITIES.



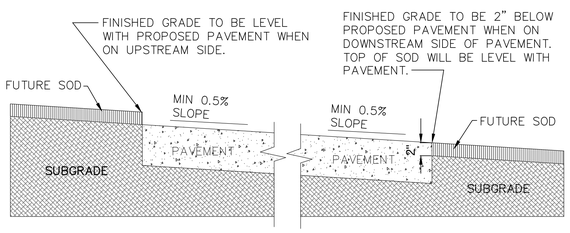
TREE PLANTING DETAIL (TYPICAL)

SCALE: N.T.S.



SHRUB PLANTING DETAIL (TYPICAL)

SCALE: N.T.S.



GRADING DETAIL FOR PAVEMENT WITHOUT CURB

SCALE: N.T.S.

TREES

QUANTITY	SYMBOL	CALLOUT	COMMON NAME	SCIENTIFIC NAME	SIZE & CONDITION
28	+	LIVE OAK	Live Oak	Quercus virginiana	4" caliper, 12'-14' Ht./ 6'-7' spread, B&B straight trunk full rounded canopy
25	+	CHINKAPIN	Chinkapin Oak	Quercus muhlenbergii	4" caliper, 12'-14' Ht./ 6'-7' spread, B&B straight trunk full rounded canopy
21		LACEBARK	Lacebark Elm	Ulmus parvifolia	4" caliper, 12'-14' Ht./ 6'-7' spread, B&B straight trunk full rounded canopy
26		PISTACHIO	Chinese Pistachio	Pistacia chinensis	4" caliper, 12'-14' Ht./ 6'-7' spread, B&B straight trunk full rounded canopy
26	+	TEX. ASH	Texas Ash	Fraxinus albicans	4" caliper, 12'-14' Ht./ 6'-7' spread, B&B straight trunk full rounded canopy
8		T. YAUPON	Yaupon Holly	Ilex vomitoria	1" caliper per trunk, 5 trunk min., 8' Ht./4' spread, container, tree form, limbed to 4'

SHRUBS

QUANTITY	SYMBOL	CALLOUT	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
51		NELLIE	Tree Nellie R. Stevens Holly	Ilex vomitoria 'Nellie R. Stevens'	6' Ht./3' spread min., container only pyramidal form, full to the ground single straight trunk, bushy, specimen
71	@	D.Y. HOLLY	Dwarf Yaupon Holly	Ilex vomitoria 'Nana'	5 gallon, 16" Ht./14" spread, bushy, full to ground
239	⊙	D.B. HOLLY	Dwarf Burford Holly	Ilex cornuta 'Nana'	36" height, 20" spread, bushy, full to ground
415	P	STIPA	Mexican Feathergrass	Stipa tenuissima	5 gallon
21	⊗	H.D. NANDINA	Harbour Dwarf Nandina	Nandina domestica 'Harbour Dwarf'	5 gallon
5	⑤	RED SALVIA	Gregg Salvia	Salvia greggii	5 gallon
14	⊛	BLUE SAGE	Mealy Blue Sage	Salvia farinacea	5 gallon
8	ⓥ	RED YUCCA	Red Yucca	Hesperaloe parviflora	5 gallon
26	P	D. FOUNTAIN	Dwarf Fountain Grass	Pennisetum alopecuroides 'hamlin'	5 gallon
6	⑯	D. MAIDEN	Dwarf Malden Grass	Miscanthus sinensis 'Adagio'	5 gallon
4	⑯	P. MUHLY	Pink Muhly Grass	Muhlenbergia capillaris	5 gallon
6	⑳	COREOPSIS	Lanceleaf Coreopsis	Coreopsis lanceolata	5 gallon
5	Ⓛ	LANATANA	Lantana 'New Gold'	Lantana hybrida 'New gold'	5 gallon
9	⑫	B. DAISY	Blackfoot Daisy	Melampodium leucanthum	5 gallon

GROUNDCOVER

QUANTITY	SYMBOL	CALLOUT	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
AS SHOWN		SOD	Common Bermuda Grass	Cynodon dactylon	Sod refer to specifications

MISCELLANEOUS

AS SHOWN	——	EDGE	EPIC EDGE BENDER BOARD 6" DEPTH FROM EPIC PLASTICS (EPICPLASTICS.COM) COLOR: BROWN	
AS SHOWN		D. GRANITE	Decomposed Granite	4" thick compacted decomposed granite. To be between flush and 1/2" below curb or adjacent pavement. Separated at grass areas by edging. In parking islands, center to be crowned 2-5%. Binder to be blended into granite during install and installed in 2" layers per manuf. rec. Binder to be "Stabilizer" from Stabilizer Solutions (800) 336-2468. Provide weed barrier mat below granite.
AS SHOWN		R. ROCK	6"-8" size colorado river rock, weed barrier below rock, do not cover drain, edge at side between rock and granite to be minimum 2" above granite. Edge between rock and grass to be 1" above to flush to allow excess water out of rock. Rock to cover all fabric. See detail this sht.	REFERENCE DETAIL ON LA2.01 FOR ADDITIONAL INFORMATION
24		BOULDER	600 to 800 pounds each BROWN MOSS BOULDERS	

LANDSCAPE CONTRACTOR SHALL VERIFY ALL PLANT QUANTITIES

LANDSCAPE TABULATIONS

INTERIOR LANDSCAPE

10% OF GROSS VEHICULAR USE AREA (PARKING, DRIVES, ADJ. WALKS)
1 LG. TREE PER 400 SF OF REQ. AREA. SUBST. 3-6' ORN UP TO 25%
TREE/ISLAND AT TERMINUS OF PARKING ROWS, 9'X18' ISLAND, ISLANDS NOT SPACED GREATER THAN EVERY 12 SPACES UNLESS DUE TO SAVING TREES

GROSS VEHICULAR USE AREA	125,840 SF
LANDSCAPE REQUIRED (125,840 SF X 10% =)	12,584 SF
LANDSCAPE PROVIDED	14,795 SF
INTERIOR TREES REQUIRED (137 SPACES / 10 =)	14 TREES
INTERIOR TREES PROVIDED	P 20 TREES

PERIMETER LANDSCAPE (PER DEV. AGR.)

SCREEN VEHICULAR USE FROM ADJ. PROP. AND R.O.W. (24" AT PLANTING)
20' LANDSCAPE BUFFER AT R.O.W., 1 LG. 3" TREE PER 50 LF INCLUD. DRIVES, PERIMETER BUFFER 20' AT RESIDENTIAL, 5' AT SAME ZONING, 1 LG 3" TREE PER 75 LF AT RESIDENTIAL, FOR EA. 5 LG. TREES REQ.

20' STREET BUFFER AND 20' SIDE BUFFER PROVIDED

STREET BUFFER TREES REQUIRED (1,197 LF / 30 LF =)	B 40 TREES
STREET BUFFER TREES PROVIDED (PER DEV. AGR.)	40 TREES

SOME TREES ARE OUTSIDE BUFFER SETBACK

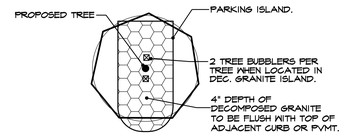
PERIMETER BUFFER TREES REQUIRED (2,304 LF / 35 LF =)	R 66 TREES
PERIMETER BUFFER TREES PROVIDED (PER DEV. AGR.)	66 TREES

STAGGERED, SOME TREES ARE OUTSIDE BUFFER SETBACK

PARKING SCREEN PROVIDED — 36" HEDGE AT HEADLIGHT SCREEN PER DEV. AGR.

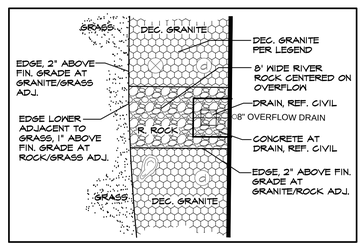
IRRIGATION

ALL REQUIRED LANDSCAPE AREA SHALL RECIEVE AUTOMATIC UNDERGROUND IRRIGATION WITH RAIN AND FREEZE PROTECTION.



DECOMPOSED GRANITE ISLAND

SCALE: N.T.S.



ROCK/GRANITE/DRAIN DETAIL

SCALE: 1/8" = 1'-0"

pfluger
office: 469.333.2121 | fax: 469.333.2125
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Dallas, Texas 75202
pflugerarchitects.com

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FRISCO, TEXAS 75035
PHONE: (972) 352-9569
FAX (469) 362-5433
EMAIL: MIKE.RLA@ATT.NET

NEW DENTON ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

LANDSCAPE DETAILS

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

STATE OF TEXAS — MICHAEL W. RAMSEY — 1901 — REGISTERED LANDSCAPE ARCHITECT
9-22-25

ISSUES/ REVISIONS

DATE: 03/06/2023
SCALE: AS SHOWN

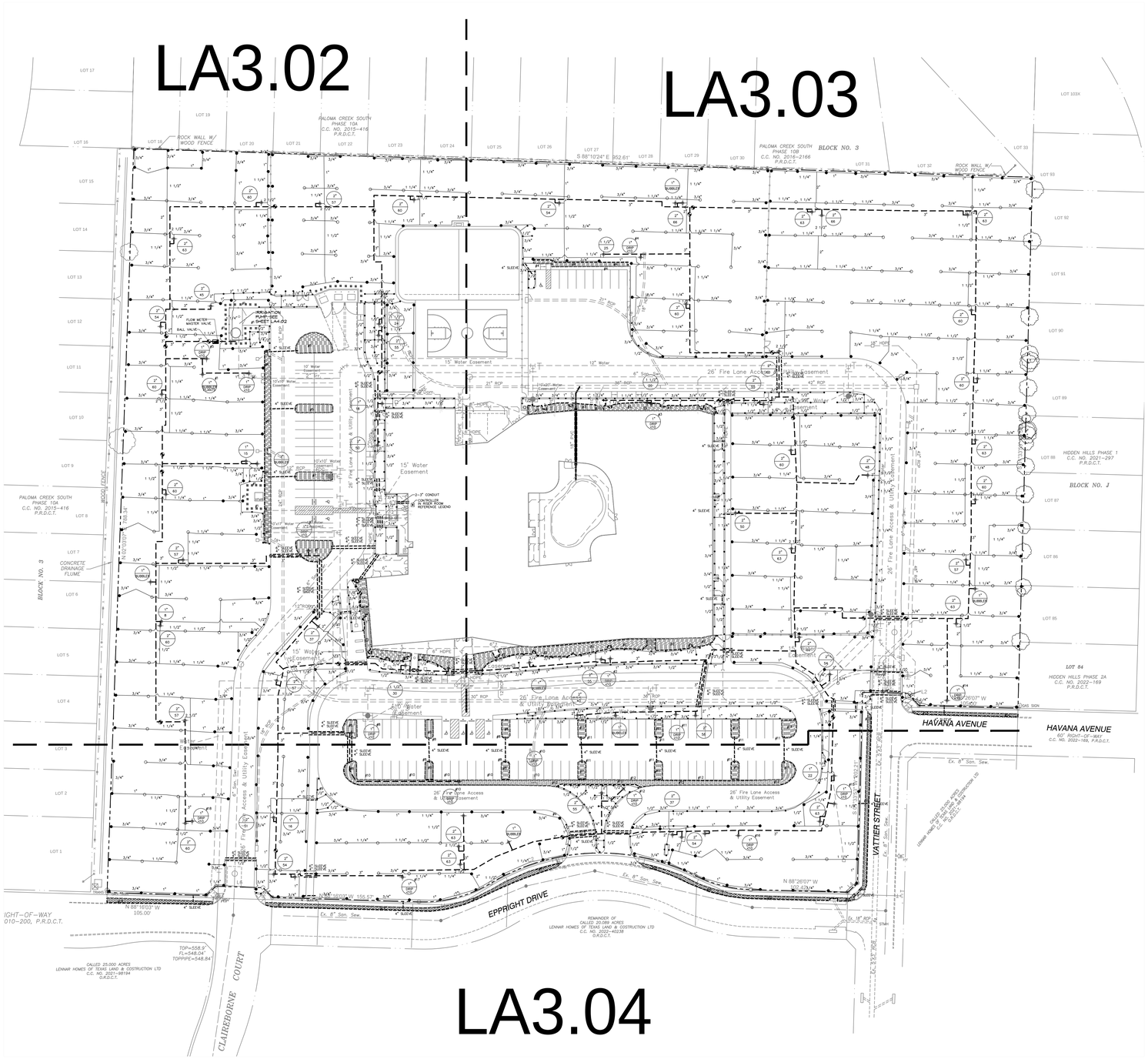
SHEET No.
LA2.01

PROJECT NO. 22-024
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DRAWN BY: RLA CHECKED BY: RLA
REVISIONS:
No. Date Description

BIDDING AND PERMITTING SET
LA2.01
LANDSCAPE DETAILS

LA3.02

LA3.03



LA3.04

0 50 100

SCALE: 1" = 50'-0"

IRRIGATION SPECIALIST
JOHN WINGFIELD – (972) 513-3859

NEW DENTON ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

OVERALL IRRIGATION PLAN

STATE OF TEXAS
JOHN JAY WINGFIELD
851
LICENSED IRRIGATOR
03-22-2023

ISSUES/
REVISIONS

DATE: 03/06/2023

SCALE: 1"=50'

SHEET No.
LA3.01

pfluger
office: 469.333.2121 | fax: 469.333.2125
603 Munger Ave., Suite 130
Dallas, Texas 75202
pflugerarchitects.com

NEW DENTON ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

PROJECT NO. 22-024
DATE: 03/06/2023
DRAWN BY: JW CHECKED BY: JW
REVISIONS:

No.	Date	Description

BIDDING AND
PERMITTING SET

LA3.01
OVERALL
IRRIGATION PLAN



SCALE: 1" = 30'-0"

NORTH

NEW DENTON ELEMENTARY SCHOOL

EPPRIGHT DRIVE SITE

IRRIGATION PLAN AREA A

IRRIGATION SPECIALIST
JOHN WINGFIELD – (972) 513-3859

ISSUES/ REVISIONS

DATE: 03/06/2023
SCALE: 1"=30'

SHEET No. LA3.02

03-22-2023

BIDDING AND PERMITTING SET
LA3.02 IRRIGATION PLAN AREA A

PROJECT NO. 22-024
SCALE: 1"=30'
DRAWN BY: JW
CHECKED BY: JW

No.	Date	Description

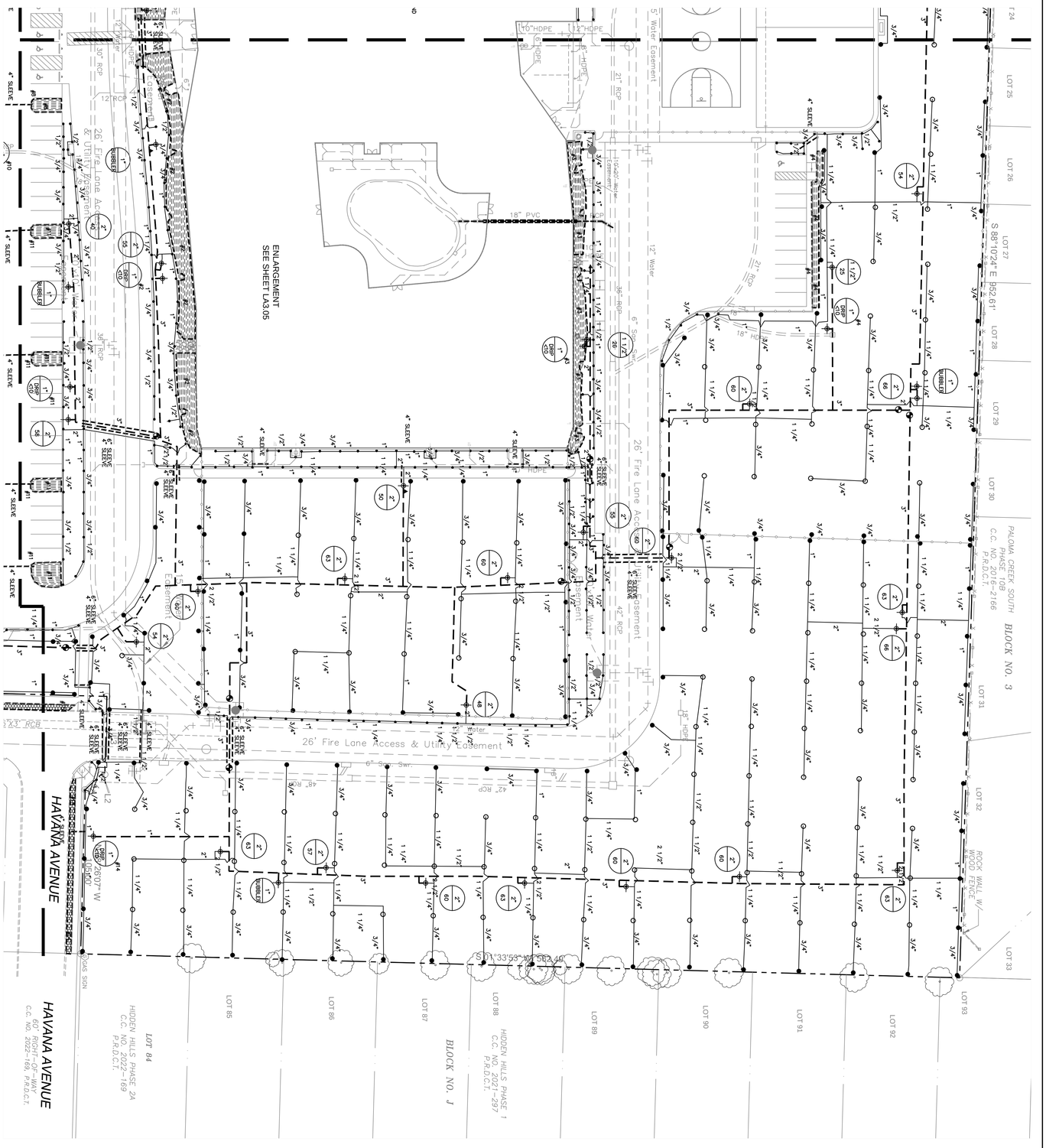
DENTON INDEPENDENT SCHOOL DISTRICT

1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

NEW DENTON ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

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603 Munger Ave., Suite 130
Dallas, Texas 75202
pflugerarchitects.com

MATCHLINE SEE SHEET LA3.02



MATCHLINE SEE SHEET LA3.04

SCALE: 1" = 30'-0"

NEW DENTON ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

IRRIGATION PLAN AREA B

IRRIGATION SPECIALIST
JOHN WINGFIELD – (972) 513-3859

ISSUES/
REVISIONS

03-22-2023

DATE: 03/06/2023
SCALE: 1"=30'

SHEET No.
LA3.03

BIDDING AND
PERMITTING SET
LA3.03
IRRIGATION PLAN
AREA B

PROJECT NO. 22024
DRAWN BY: JW
CHECKED BY: JW

Date	Description

DENTON INDEPENDENT SCHOOL DISTRICT

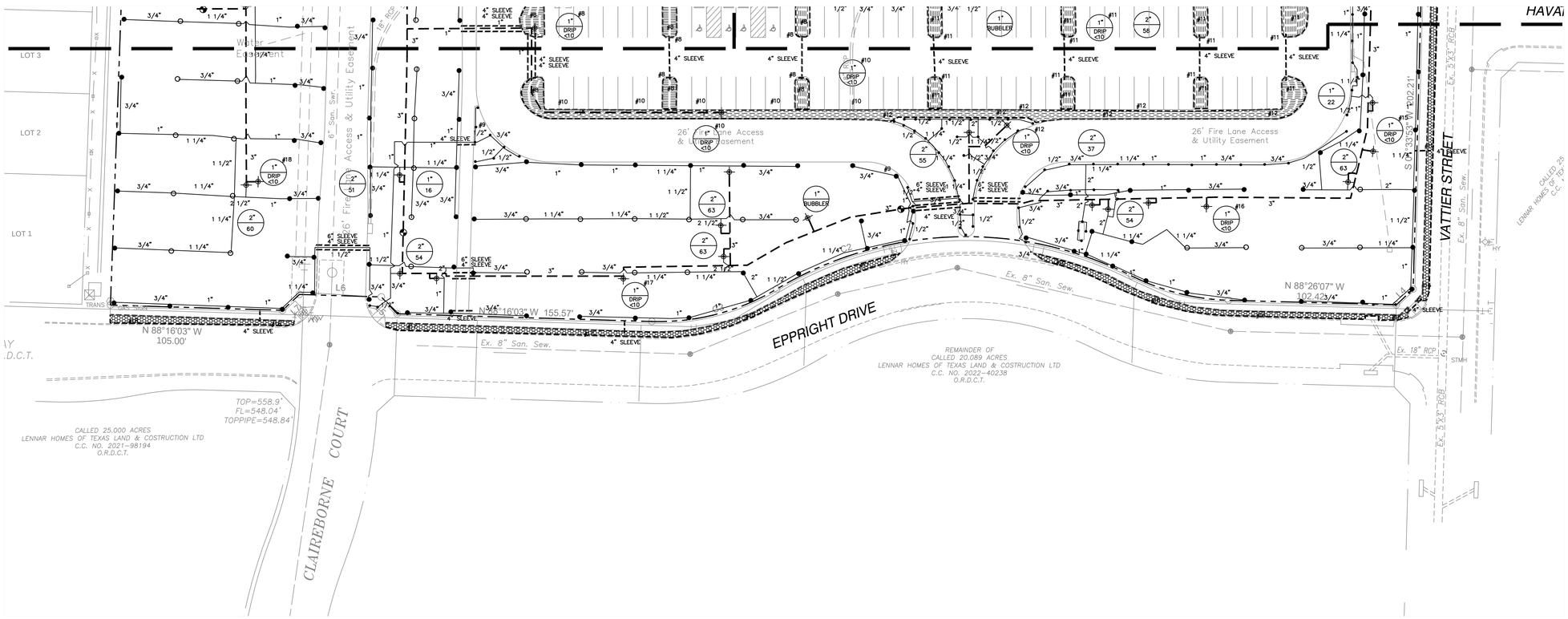
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DENTON, TEXAS 76201

NEW DENTON ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

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pflugerarchitects.com



NORTH

0 30 60

SCALE: 1" = 30'-0"

IRRIGATION SPECIALIST
JOHN WINGFIELD – (972) 513-3859

NEW DENTON ELEMENTARY SCHOOL

EPPRIGHT DRIVE SITE

IRRIGATION PLAN AREA C

STATE OF TEXAS
JOHN JAY WINGFIELD
851
LICENSED IRRIGATOR

03-22-2023

ISSUES/
REVISIONS

DATE: 03/06/2023

SCALE: 1"=30'

SHEET No.
LA3.04

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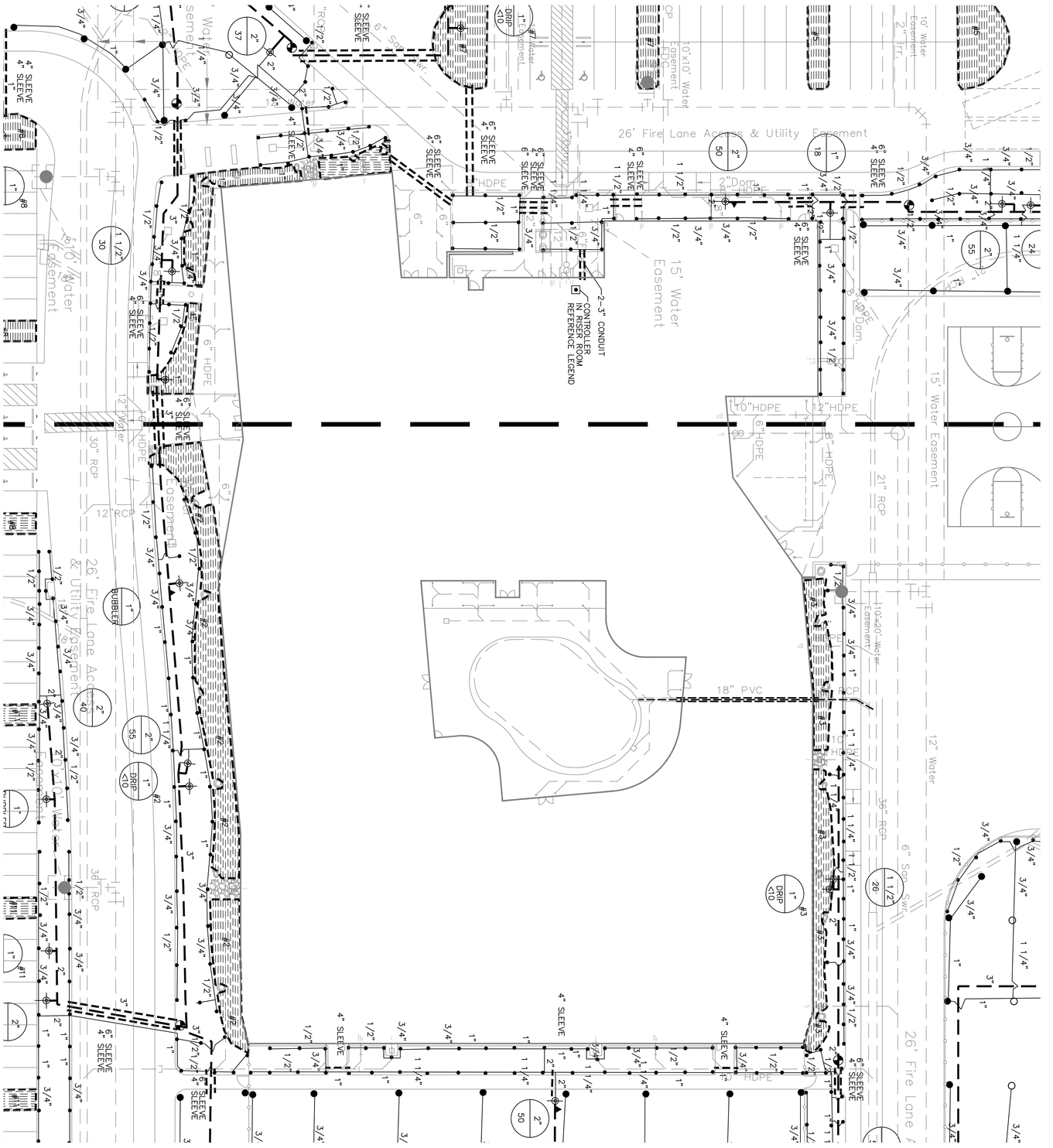
NEW DENTON ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

PROJECT NO. 22-024
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REVISIONS:
No. Date Description

BIDDING AND PERMITTING SET

LA3.04
IRRIGATION PLAN AREA C



SHEET No.	LA3.05
DATE:	03/06/2023
SCALE:	1"=20'
ISSUES/ REVISIONS	
	03-22-2023

LICENSED IRRIGATOR — JOHN WINGFIELD — 851 — STATE OF TEXAS

NEW DENTON ELEMENTARY SCHOOL

EPPRIGHT DRIVE SITE

IRRIGATION ENLARGMENT

IRRIGATION SPECIALIST
JOHN WINGFIELD – (972) 513-3859

BIDDING AND PERMITTING SET
LA3.05 IRRIGATION ENLARGEMENT

PROJECT NO. 22-024
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CHECKED BY: JW

No.	Date	Description
1	03/06/2023	REVISIONS

DENTON INDEPENDENT SCHOOL DISTRICT

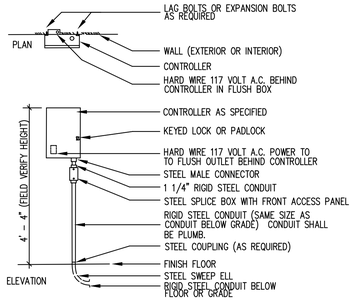
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NEW DENTON ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

pfluger

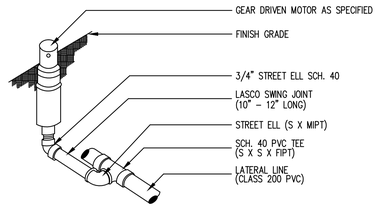
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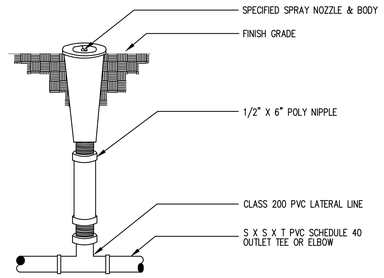
WALL MOUNTED CONTROLLER

not to scale



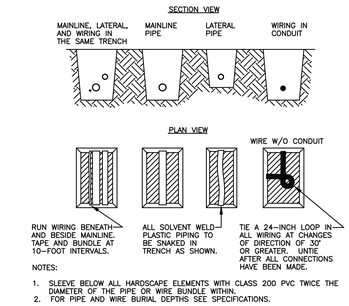
GEAR DRIVEN ROTARY

not to scale



POP - UP RISER ASSEMBLY

not to scale

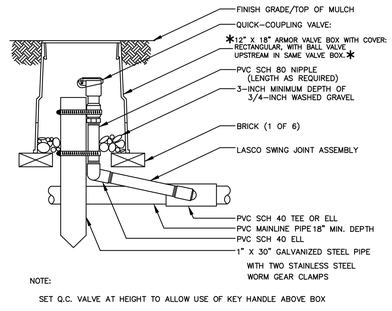


NOTES:

1. SLEEVE BELOW ALL HARDSCAPE ELEMENTS WITH CLASS 200 PVC TWICE THE DIAMETER OF THE PIPE OR WIRE BUNDLE WITHIN.
2. FOR PIPE AND WIRE BURIAL DEPTHS SEE SPECIFICATIONS.

TRENCH DETAIL

not to scale

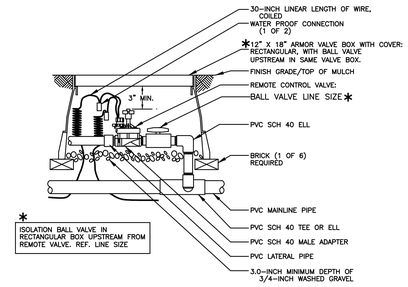


NOTE:

SET Q.C. VALVE AT HEIGHT TO ALLOW USE OF KEY HANDLE ABOVE BOX

QUICK COUPLING VALVE

not to scale



REMOTE CONTROL VALVE

not to scale

2-WIRE SYSTEM IRRIGATION WATER WELL IRRIGATION LEGEND (RECLAIMED)

•	RAINBIRD 1804-SAM-PRS 4" POP-UP LAWN HEAD (NON-POTABLE COVER)
●	HUNTER PGP-04-PRB-CV-R ROTARY HEAD PART CIRCLE, ON LASCO SWING JOINT
○	HUNTER PGP-04-PRB-CV-R ROTARY HEAD FULL CIRCLE, ON LASCO SWING JOINT
NOTED NOT SHOWN OR ⊠	TORO 570 SERIES PRESSURE COMPENSATING FLOOD BUBBELR NOZZLE 1.0 GPM. INSTALL AT ALL TREES ON SITE AND CONNECT TO TREE BUBBLER ZONES SHOWN ON THE PLAN. 2 BUBBLERS PER TREE IN DEC. GRANITE PARKING ISLANDS.
	ISOLATION VALVE, LINE SIZE
	RAINBIRD PESB-NP-PRS-D ELECTRIC VALVE (NON-POTABLE, PRESS. REG., SCRUBBER)
▲	RAINBIRD 33-DNP QUICK COUPLER
	CONTROLLER - BASELINE (BASELINESYSTEMS.COM) (1) BL-3200X (CONTROLLER) (1) WIRELESS RAIN/FREEZE SENSOR BL-LA01 (LIGHTNING ARRESTORS) INSTALL PER BASELINE GROUNDING SPECS. BL-5201 (SINGLE STATION BICODER, STANDARD BICODER)
	(1) BL-BHM300-REG-PH1 (3" FLOW SENSOR AND MASTER VALVE) (1) BL-5201FS FLOW BICODER
———	CLASS 200 PVC LATERAL PIPING (PURPLE, RECLAIMED)
— — —	CLASS 200 PVC MAINLINE (PURPLE, RECLAIMED)
- - - -	SCH. 40 PVC SLEEVING, AS SIZED (PURPLE, RECLAIMED)
	VALVE SIZE GPM
	NETAFIM TECHLINE HCVXR-RW (RECLAIMED) (LATERAL SPACING AND EMITTER SPACING PER MANUF. REC.) PVC LATERAL PIPING SIZED AS REQUIRED INSTALL ALL EQUIPMENT ACCORDING TO MANUFACTURERS SPECIFICATIONS
XXX NETA	NETAFIM DISC FILTER #DF100-080 NETAFIM PRESSURE REGULATOR #PRV (SIZED PER FLOW) INSTALL ALL EQUIPMENT (AIR VENTS, FLUSH VALVES, ETC.)ACCORDING TO MANUFACTURERS SPECIFICATIONS INSTALL FUNCTION INDICATOR (6" OR 12" POP-UP) ALL DRIP ZONES TO HAVE 6" NO FLOW POP-UP HEAD AS FUNCTION INDICATOR.

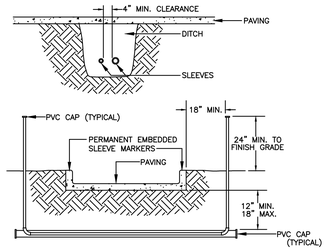
IRRIGATION NOTES

1. All 24 volt valve wiring is to be UF 14 single conductor. All wire splices are to be permanent and waterproof.
2. SLEEVES shall be installed by General Contractor. Sleeve material shall be Schedule 40. Sizes as indicated on plans.
3. Thirty days prior to start of construction, contractor shall verify static water pressure. If static pressure is less than 65 PSI, do not start work until notified to do so by owner.
4. All mainline and lateral piping shall hvae a minimum of 12 inches of cover. All piping under paving shall have a minimum of 18 inches of cover.
5. The irrigation contractor shall coordinate installation of the system with the landscape contractor so that all plant material will be watered in accordance with the intent of the plans and specifications.
6. The irrigation contractor shall select the proper arc and radius for each nozzle to insure 100% and proper coverage of all lawn areas and plant material. All nozzles in parking lots and planting beds shall be low angle to minimize overspray on pavement surfaces. No water will be allowed to spray on building.

DESIGN PRESSURE - 65 PSI
STATIC PRESSURE - 65 PSI

ELECTRICAL SPLICES AT EACH VALVE AND CONTROLLER ONLY.

IRRIGATION IN TEXAS IS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) MC-178/ P.O.BOX 13087, AUSTIN, TX 78711-3087. TECQ'S WEBSITE IS: www.tceq.state.tx.us



NOTES:

1. ALL PVC IRRIGATION SLEEVES TO BE CLASS 200 PIPE.
2. ALL JOINTS TO BE SOLVENT WELDED AND WATERTIGHT.
3. WHERE THERE IS MORE THAN ONE SLEEVE, EXTEND THE SMALLER SLEEVE TO 24-INCHES MINIMUM ABOVE FINISH GRADE.
4. MECHANICALLY TAMP TO 95% PROCTOR.

SLEEVING

not to scale

BUBBLER PIPE SIZING	
1 TO 5 BUBBLERS	1/2"
6 TO 10 BUBBLERS	3/4"
11 TO 15 BUBBLERS	1"
15 TO 25 BUBBLERS	1 1/2"

ALL NEW TREES PROPOSED ON THIS SITE SHALL HAVE A BUBBLER INSTALLED INSIDE THE TREE WELL AND CONNECTED TO THE ELECTRIC BUBBLER VALVES SHOWN ON PLANS. USE BUBBLER PIPING CHART FOR PIPE SIZING

TEMPORARY IRRIGATION

LANDSCAPE AREAS TO RECEIVE GRASS PER THE PLAN WHERE THERE IS NO PERMANENT IRRIGATION SHOWN OR AREAS DISTURBED BY CONSTRUCTION SHALL REQUIRE TEMPORARY IRRIGATION TO ESTABLISH A STAND OF GRASS.

pfluger
office: 469.333.2121 | fax: 469.333.2125
603 Munger Ave., Suite 130
Dallas, Texas 75202
pflugerarchitects.com

IRRIGATION SPECIALIST
JOHN WINGFIELD - (972) 513-3859

NEW DENTON ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

IRRIGATION DETAILS

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

STATE OF TEXAS
JOHN JAY WINGFIELD
851
LICENSED IRRIGATOR
03-22-2023

ISSUES/ REVISIONS

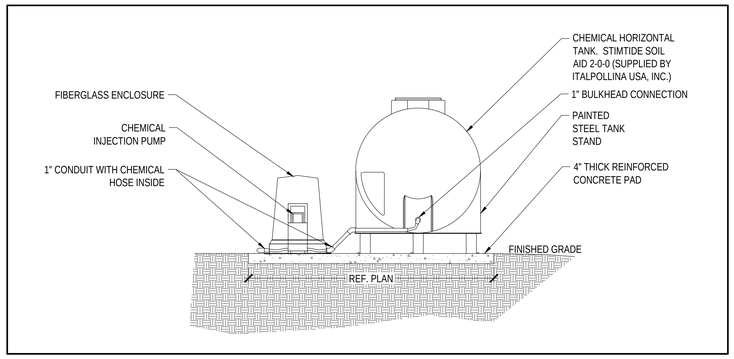
PROJECT NO. 22-024
DATE: 03/06/2023
DRAWN BY: JW CHECKED BY: JW
REVISIONS:

No.	Date	Description

DATE: 03/06/2023
SCALE: AS SHOWN

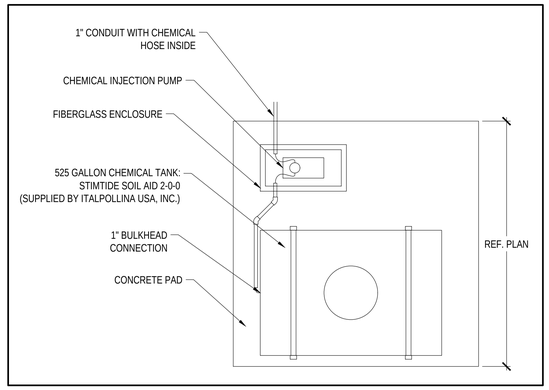
SHEET No.
LA4.01

BIDDING AND PERMITTING SET
LA4.01
IRRIGATION DETAILS



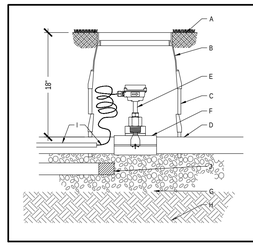
IRRI. CHEMICAL INJECTION SYSTEM DETAIL

SCALE: 1/2" = 1'-0" MODEL #: P20-WTS-48(3)-B(2)



IRRI. CHEMICAL INJECTION SYSTEM PLAN DETAIL

SCALE: 1/2" = 1'-0" MODEL #: P20-WTS-48(3)-B(2)

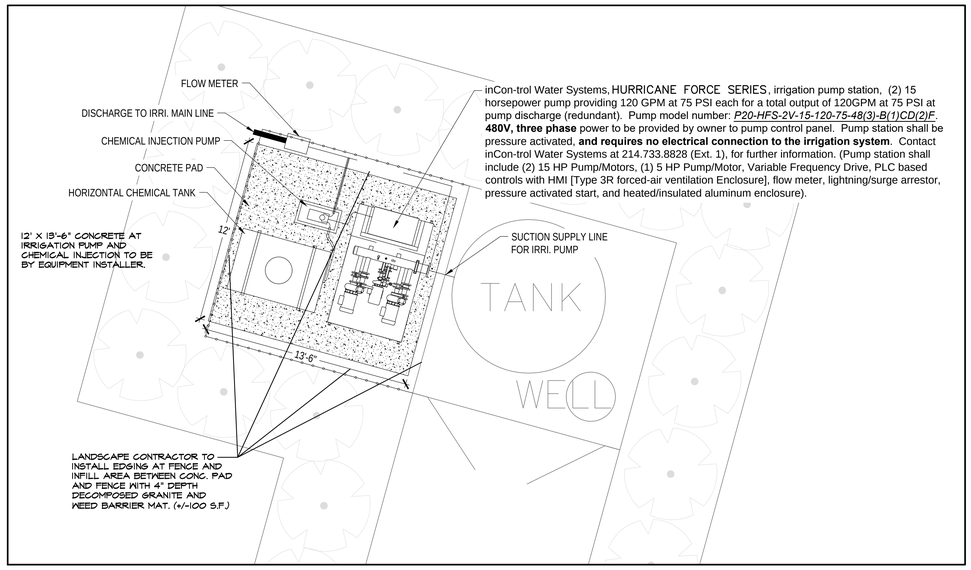


CONSTRUCTION NOTES:

A. FINISH GRADE
B. 11x17 VALVE BOX W/ PURPLE LID
C. EXTENSION (AS NEEDED)
D. MAINLINE FROM PUMP STATION TO IRRIGATION SYSTEM (REF PLAN FOR SIZE)
E. FLOW METER
F. SADDLE TAP
G. GRAVEL
H. COMPACTED SUB-BASE
I. ELECTRICAL CONDUIT TO PUMP STATION CONTROL PANEL
J. 2" DRAIN LINE - WRAP END OF PIPE W/ FILTER FABRIC

FLOW METER DETAIL

SCALE: 1" = 1'-0"



inCon-trol Water Systems, HURRICANE FORCE SERIES, irrigation pump station, (2) 15 horsepower pump providing 120 GPM at 75 PSI each for a total output of 120GPM at 75 PSI at pump discharge (redundant). Pump model number: *P20-HFS-2V-15-120-75-48(3)-B(1)CD(2)F*. **480V, three phase** power to be provided by owner to pump control panel. Pump station shall be pressure activated, **and requires no electrical connection to the irrigation system**. Contact inCon-trol Water Systems at 214.733.8828 (Ext. 1), for further information. (Pump station shall include (2) 15 HP Pump/Motors, (1) 5 HP Pump/Motor, Variable Frequency Drive, PLC based controls with HMI [Type 3R forced-air ventilation Enclosure], flow meter, lightning/surge arrestor, pressure activated start, and heated/insulated aluminum enclosure).

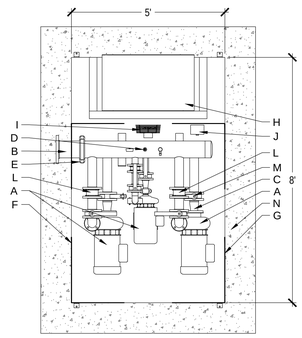
PUMP STATION PLUMBING

SCALE: 1/4" = 1'-0"

0 2' 4' 8' 16'

inCon-trol Water Systems, **HURRICANE FORCE SERIES**, irrigation pump station, (2) 15 horsepower pump providing 120 GPM at 75 PSI each. This is a redundant system meaning only one pump will operate at a time to provide established flow rate while allowing the secondary pump to remain as back-up.
Pump model number: *P20-HFS-2V-15-120-75-48(3)-B(1)CD(2)F*. **480V, three phase** power to be provided by owner to pump control panel. Pump station shall be pressure activated, **and requires no electrical connection to the irrigation system**. Contact inCon-trol Water Systems at 214.733.8828 (Ext. 1), for further information. (Pump station shall include (2) 15 HP Pump/Motors, (1) 5 HP Pump/Motor, Variable Frequency Drive, PLC based controls with HMI [Type 3R forced-air ventilation Enclosure], flow meter, lightning/surge arrestor, pressure activated start, and heated/insulated aluminum enclosure).

480 Volt / 3 Phase Electrical Service: Breaker Size = 70 Amps (4 Wire + Ground)



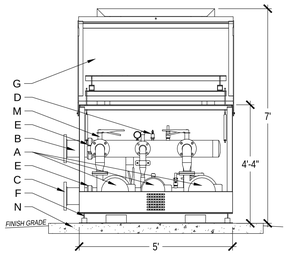
INCON-TROL WATER SYSTEMS: HURRICANE FORCE SERIES

A. CLOSE COUPLED PUMP/MOTOR
B. DISCHARGE PLUMBING - STEEL PIPE
C. SUCTION PLUMBING - STEEL PIPE
D. PRESSURE TRANSDUCER
E. GRUVLOK STEEL COUPLING
F. STEEL PUMP SKID
G. ALUMINUM ENCLOSURE (INSULATED)
H. ELECTRICAL ENCLOSURE (TYPE 3R FORCED-AIR VENTILATION ENCLOSURE).
I. FAN
J. HEATER (THERMOSTATICALLY CONTROLLED).
K. DISCONNECT SWITCH
L. CHECK VALVE
M. BUTTERFLY VALVE
N. CONCRETE PAD

NOTE: ALL STEEL COMPONENTS TO BE PAINTED WITH DIRECT TO METAL CORROSION RESISTANT PAINT.

PUMP STATION SHALL BE PRESSURE ACTIVATED, AND REQUIRES NO ELECTRICAL CONNECTION TO THE IRRIGATION SYSTEM.

REQUIRED GPM: 120 REQUIRED PSI: 75



NOTES:
1. SLOPE FINISH GRADE AWAY FROM PUMP STATION / CONCRETE PAD
2. SECURELY ANCHOR PUMP STATION TO CONCRETE PAD

IRRIGATION PUMP DETAIL

SCALE: 1/2" = 1'-0" MODEL #: P20-HFS-2V-15-120-75-48(3)-B(1)CD(2)F

ALL INFORMATION ON THIS PAGE IS PART OF ALTERNATE #7

RAMSEY LANDSCAPE ARCHITECTS, LLC
7191-4 WISHING WELL CT.
PLANO, TEXAS 75025
PHONE: (972) 335-0889
FAX (469) 362-5433
EMAIL: MIKE.RLA@ATT.NET

NEW DENTON ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

IRRIGATION DETAILS

WORK PRODUCT BY THIRD PARTY. THIS SHEET NOT SEALED.

ISSUES/ REVISIONS

DATE: 03/06/2023
SCALE: AS SHOWN

SHEET No.
LA4.02

pfluger
office: 469.333.2121 | fax: 469.333.2125
603 Munger Ave., Suite 130
Dallas, Texas 75202
pflugerarchitects.com

NEW DENTON ELEMENTARY SCHOOL
EPPRIGHT DRIVE SITE

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
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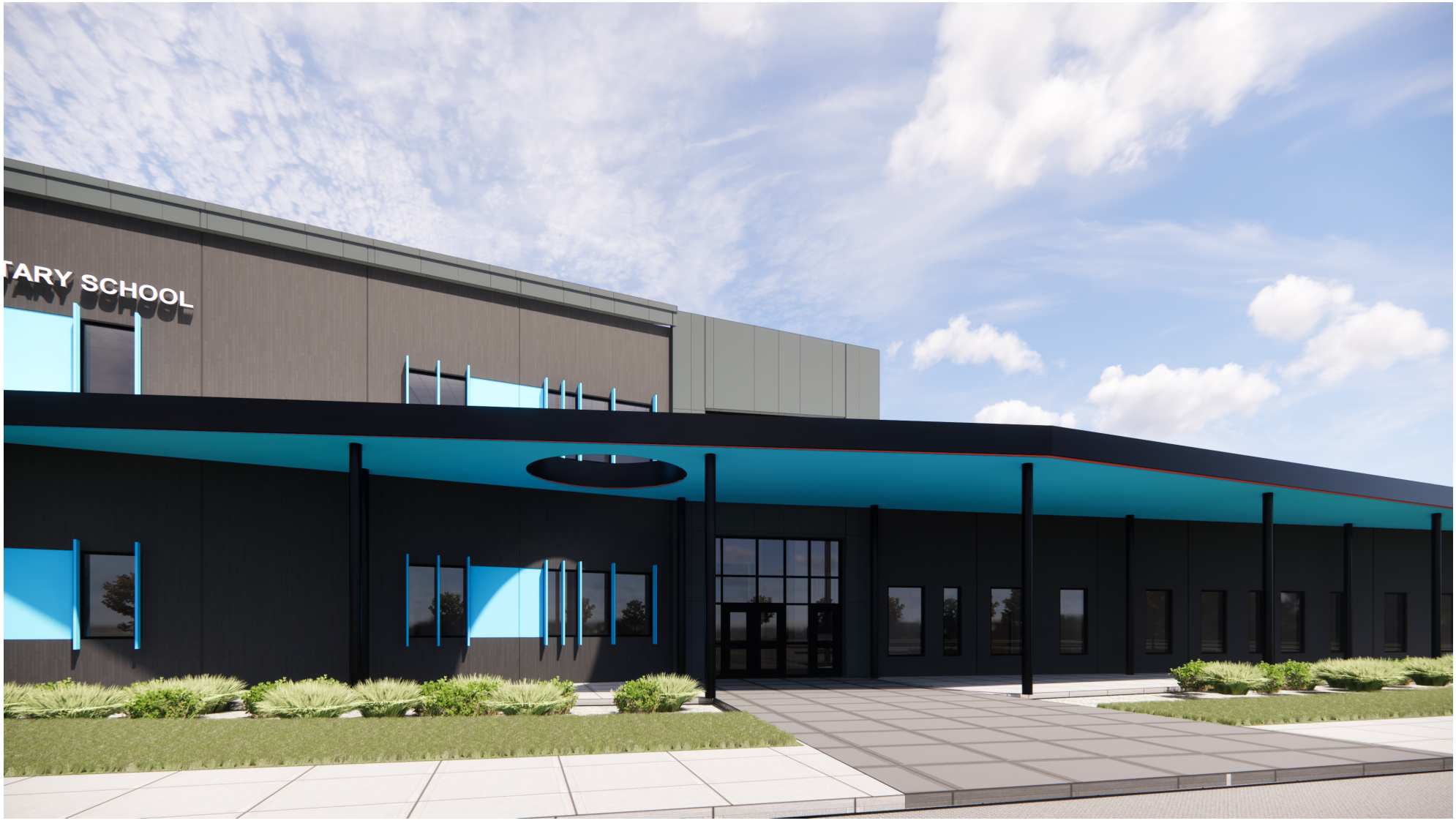
PROJECT NO. 22-024
DATE: 03/06/2023
DRAWN BY: RLA CHECKED BY: RLA
REVISIONS:
No. Date Description

BIDDING AND PERMITTING SET
LA4.02
IRRIGATION DETAILS


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DENTON ELEMENTARY SCHOOL


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DENTON ELEMENTARY SCHOOL




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