



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

**Tuesday, March 19, 2024**

**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 an **Update on the Little Elm Police Department.**
  - B. Present and Discuss an **Overview of Signal Timing and Traffic Flow at Various Intersections throughout the Town.**
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  - C. Items to be Withdrawn from Consent Agenda.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 **Mayor's Challenge Coin to Tania Nawazkhan.**
- B. Present the **Fiscal Year 2021-2022 GFOA Excellence in Financial Reporting Award and the Fiscal Year 2021-2022 GFOA Outstanding Achievement in Popular Financial Reporting.**

4. **Public Comments**

*Persons may address the Town Council on any issue for up to three (3) minutes. 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 5, 2024, Regular Town Council Meeting.**
- B. Consider Action to Accept the **Little Elm Police Department's 2023 Racial Profiling Report.**

- C. Consider Action to Award **Bid 2024-08 for Fence Improvements at the Wastewater Treatment Plant to Develop, Inc. in the amount of \$60,165.**
- D. Consider Action to Approve Authorization to the **Town Manager to Execute the Home Improvement Tax Incentive Program Agreement for 410 South Park Street.**
- E. Consider Action to Approve a **Professional Services Agreement with Ross Gannaway Clifton, PLLC. for Legal Services for the Town, in the Estimated Annual Amount of \$75,000, and to Authorize the Town Manager to Execute the Agreement.**
- F. Consider Action to Award **Bid 2024-05 for Manhole Replacement to Willco Underground, in the Estimated Amount of \$1,950,000.**
- G. Consider Action to Award a **Proposed Construction Contract to Crossland Construction Company, Inc. for the Little Elm Public Safety Annex Project in an Amount Not to Exceed \$15,017,156.**

6. **Regular Items.**

- A. Present, Discuss, and Consider Action to **Accept the Town's Independent Audit Report, Annual Comprehensive Financial Statement and Federal and State Single Audit Reports for the Fiscal Year ending September 30, 2023.**
- B. Present, Discuss, and Consider Action to **Accept the Town's "Financial Highlights" for the Fiscal Year ended September 30, 2023.**
- C. Present, Discuss, and Consider Action on **Reappointing Members of the Veterans Committee.**

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 15th day of March 2024 before 5:00 p.m.**





**Date:** 03/19/2024  
**Agenda Item #:** 1. A.  
**Department:** Police  
**Strategic Goal:** Provide a safe and welcoming environment for Little Elm residents and visitors  
**Staff Contact:** Rodney Harrison, Police Chief

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**AGENDA ITEM:**

Present and Discuss an **Update on the Little Elm Police Department.**

**DESCRIPTION:**

Staff and the consultant, Marcel Brunel, will present an update on the Little Elm Police Department.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

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**Date:** 03/19/2024  
**Agenda Item #:** 1. B.  
**Department:** Development Services  
**Strategic Goal:** Provide a safe and welcoming environment for Little Elm residents and visitors  
**Staff Contact:** Wesley Brandon, Town Engineer

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**AGENDA ITEM:**

Present and Discuss an **Overview of Signal Timing and Traffic Flow at Various Intersections throughout the Town.**

**DESCRIPTION:**

Staff will present and overview of signal timing and traffic flow at various intersections throughout Town.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

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**Date:** 03/19/2024  
**Agenda Item #:** 3. A.  
**Department:** Administrative Services  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Town Council

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**AGENDA ITEM:**

Present a **Mayor's Challenge Coin to Tania Nawazkhan.**

**DESCRIPTION:**

The well-being of our community relies on the dedication and commitment of individuals who strive to promote health and personal development.

Tania Nawazkhan has exemplified extraordinary leadership and passion in encouraging individuals to prioritize their health and strive toward their best selves.

She has tirelessly dedicated her time and effort to organizing initiatives, events, and programs to foster physical, mental, and emotional well-being within our community.

As a result of her efforts, inspirational guidance, and advocacy, countless community members have been motivated to adopt healthier lifestyles, cultivate positive habits, and pursue their personal health and growth goals.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

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**Date:** 03/19/2024  
**Agenda Item #:** 3. B.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

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**AGENDA ITEM:**

Present the **Fiscal Year 2021-2022 GFOA Excellence in Financial Reporting Award and the Fiscal Year 2021-2022 GFOA Outstanding Achievement in Popular Financial Reporting.**

**DESCRIPTION:**

The Finance department will present two awards that the Town received from the Government Finance Officers Association (GFOA): Excellence in Financial Reporting Award and Outstanding Achievement in Popular Financial Reporting for Fiscal Year 2021-2022.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Informational only, no action required.

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**Date:** 03/19/2024  
**Agenda Item #:** 5. A.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Caitlan Biggs, Director of Administrative Services/Town Secretary

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**AGENDA ITEM:**

Consider Action to Approve the **Minutes from the March 5, 2024, Regular Town Council Meeting.**

**DESCRIPTION:**

The minutes from the March 5, 2024, regular Town Council meeting are attached for approval.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Minutes - March 5, 2024

# DRAFT

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

## REGULAR TOWN COUNCIL MEETING TUESDAY MARCH 5, 2024 - 6:00 p.m.

Present: Mayor Curtis J. Cornelious; Council Member Neil Blais; Mayor Pro Tem Jamell T. Johnson; Council Member Tony Singh; Council Member Lisa G. Norman; Council Member Andrew Evans; Council Member Michel Hambrick

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; Kelly Wilson, Chief Financial Officer; Paul Rust, Fire Chief; Robert Brown, Town Attorney; Rodney Harrison, Police Chief; Shea Rodgers, Chief Information Officer

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

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

#### A. Present and Discuss the **Economic Impact of Harry Potter: A Forbidden Forest Experience.**

*Managing Director of Business Development & Tourism Drew Bailey gave an overview of the item in the attached presentation.*

#### B. Present and Discuss **July Jubilee.**

*Managing Director of Business Development & Tourism Drew Bailey gave an overview of the item in the attached presentation.*

#### C. Present and Discuss the **Special Area Study Committee Members.**

Town Council directed staff to make up the committee as follows:

##### Lakefront Study

- One CDC Member
- One EDC Member
- One P&Z Member

- One TIRZ #3 Board Member
- One Lakefront Merchant Association Members
- Two Council Members - District representative and at-large

#### 380 Study

- Two P&Z Members
- Two EDC Members
- One CDC Members
- Two Council Members - District representative and at-large

Each board will make their recommended appointees to Town Council for final approval.

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

### A. Invocation.

***Council Member Neil Blais gave the invocation.***

### B. Pledge to Flags.

### C. Items to be Withdrawn from Consent Agenda.

***Item B to be withdrawn from the consent agenda and moved to the March 19, 2024, meeting.***

### D. Emergency Items if Posted.

***None.***

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

***Council Member Neil Blais will not be at the next meeting.***

### 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.*

***Managing Director of Business Development & Tourism Drew Bailey introduced Emory to the Town Council who serves as the Creative Marketing & Social Media Specialist.***

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

**None.**

**3. Presentations.**

- A. Conduct the **Swearing-In of Little Elm Police Department K9 Officers.**

***Police Chief Rodney Harrison conducting the swearing in.***

- B. Present a **Mayor's Challenge Coin** to Tania Nawazkhan.

***This item will be pushed to the March 19, 2024, meeting.***

**4. Public Comments**

*Persons may address the Town Council on any issue for up to three (3) minutes. 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.*

***James Lockridge, 11771 Mira Lago, Farmers Branch, spoke about Code Compliance.***

**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.*

Motion by Mayor Pro Tem Jamell T. Johnson, seconded by Council Member Michel Hambrick ***to approve the consent agenda, except for item B.***

**Vote:** 7 - 0 - Unanimously

- A. Consider Action to Approve the **Minutes from the February 20, 2024, Regular Town Council Meeting.**
- B. Consider Action to Accept the **Little Elm Police Department's 2023 Racial Profiling Report.**
- C. Consider Action to Approve **Resolution No. 0305202401, A Naming and Recognition Policy for Structures, Town-Owned Facilities, Trails and Parks, and Providing an Effective Date.**
- D. Consider Action to Approve a **Professional Master Services Agreement with Kleinfelder, Inc. to Perform Engineering Services, in the estimated amount of \$90,000.**
- E. Consider Action to Approve an **Escrow Agreement between the Town of Little Elm and ALTA 3EIGHTY LLC regarding Traffic Improvements.**

**6. Regular Items.**



- A. Present, Discuss, and Consider Action on the **Order of Cancellation for the May 4, 2024, General Election for the Mayor Race.**

Motion by Mayor Pro Tem Jamell T. Johnson, seconded by Council Member Tony Singh **to approve the Order of Cancellation.**

**Vote:** 7 - 0 - Unanimously

- B. Present, Discuss, and Consider Action on **Ordinance No. 1753 Canceling a Portion of the May 4, 2024, General Election and Declaring the Unopposed Candidate Elected to Office.**

Motion by Council Member Michel Hambrick, seconded by Council Member Andrew Evans **to approve Ordinance No. 1753.**

**Vote:** 7 - 0 - Unanimously

**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.

***Town Council convened into Executive Session at 7:25 p.m.***

**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.

***Town Council reconvened into Open Session at 8:03 p.m. No action was taken.***

**9. Adjourn.**

***Meeting was adjourned at 8:03 p.m.***

Respectfully,

**Caitlan Biggs**  
Town Secretary

Passed and Approved this 19th day of March 2024.



**Date:** 03/19/2024  
**Agenda Item #:** 5. B.  
**Department:** Administrative Services  
**Strategic Goal:** Provide a safe and welcoming environment for Little Elm residents and visitors  
**Staff Contact:** Rodney Harrison, Police Chief

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**AGENDA ITEM:**

Consider Action to Accept the **Little Elm Police Department's 2023 Racial Profiling Report.**

**DESCRIPTION:**

Article 2.132 (7) of the Texas Code of Criminal Procedure requires the annual reporting to the local governing body of data collected on the race or ethnicity of individuals stopped and issued citations or arrested for traffic violations and whether or not those individuals were searched.

During the 85th Texas Legislative Session, Senate Bill 1849, known as the Sandra Bland Act, was passed and made the Motor Vehicle Contact Search Analysis mandatory for all law enforcement agencies in Texas, effective September 1, 2017.

This report provides information related to data collected from motor vehicles stops in which a citation or warning is issued and to arrests made as a result of those stops, including information such as:

- The race or ethnicity of the individual detained;
- Whether a search was conducted and, if so, whether the detained individual consented to the search; and
- Whether the peace officer knew the race or ethnicity of the individual before detaining them.

The conclusion of the report is that there were no allegations of Racial Profiling in 2023 for the Little Elm Police Department and that the department is in compliance with Texas Code of Criminal Procedure Article 2.132.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

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### **Attachments**

2023 Racial Profiling Report



# Little Elm Police Department Racial Profiling Report

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2023

January 04, 2024

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## **Texas Code of Criminal Procedure**

### ***Article 2.131-2.132***

- Prohibits racial profiling by police officers
- Requires implementation of a process by which complaints may be made for racial profiling
- Requires collection of data related to motor vehicle stops resulting in citations and/or arrests:
  - Race of the individual
  - Whether a search was conducted
  - Whether the search was consensual
  - Whether the officer knew the race of the individual being stopped prior to the stop
  - Whether the officer used physical force that resulted in bodily injury during the stop
  - Location and Reason for the stop
- Requires the Chief of Police to submit an annual report to the Texas Commission on Law Enforcement (TCOLE) and the Little Elm City Council

Art. 2.131. RACIAL PROFILING PROHIBITED.

A peace officer may not engage in racial profiling.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING.

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means the following categories:

(A) Alaska native or American Indian;

(B) Asian or Pacific Islander;

(C) black;

(D) white; and

(E) Hispanic or Latino.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;



(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search;
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
- (E) the location of the stop; and
- (F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

- (A) the Texas Commission on Law Enforcement; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by

a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

(g) On a finding by the Texas Commission on Law Enforcement that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. [3389](#)), Sec. 25, eff. September 1, 2009.

Acts 2013, 83rd Leg., R.S., Ch. 93 (S.B. [686](#)), Sec. 2.05, eff. May 18, 2013.

Acts 2017, 85th Leg., R.S., Ch. 173 (H.B. [3051](#)), Sec. 1, eff. September 1, 2017.

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. [1849](#)), Sec. 5.01, eff. September 1, 2017.

## **Texas Code of Criminal Procedure**

### ***Article 2.133-2.136***

- Requires law enforcement agencies to submit a yearly report of the information collected to the governing body of the municipality
- Reports required for motor vehicle stops
- Compilation of data
- Analysis of data is not required
- Little Elm Police Department is exempt from reporting additional identifying information pertaining to motor vehicle stops

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS.

- (a) In this article, "race or ethnicity" has the meaning assigned by Article 2.132(a).
- (b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:
  - (1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:
    - (A) the person's gender; and
    - (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;
  - (2) the initial reason for the stop;
  - (3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
  - (4) whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;
  - (5) the reason for the search, including whether:
    - (A) any contraband or other evidence was in plain view;
    - (B) any probable cause or reasonable suspicion existed to perform the search; or
    - (C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;
  - (6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;
  - (7) the street address or approximate location of the stop;
  - (8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and
  - (9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.
- (c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. [3389](#)), Sec. 26, eff. September 1, 2009.

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. [1849](#)), Sec. 5.02, eff. September 1, 2017.

**Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.**

(a) In this article:

(1) "Motor vehicle stop" has the meaning assigned by Article [2.132\(a\)](#).

(2) "Race or ethnicity" has the meaning assigned by Article [2.132\(a\)](#).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article [2.133](#). Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Texas Commission on Law Enforcement and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency.

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article [2.133](#) to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) Information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested

by a peace officer. This subsection does not affect the reporting of information required under Article [2.133\(b\)\(1\)](#).

(e) The Texas Commission on Law Enforcement, in accordance with Section [1701.162](#), Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(g) On a finding by the Texas Commission on Law Enforcement that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. [3389](#)), Sec. 27, eff. September 1, 2009.

Acts 2013, 83rd Leg., R.S., Ch. 93 (S.B. [686](#)), Sec. 2.06, eff. May 18, 2013.

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. [1849](#)), Sec. 5.03, eff. September 1, 2017.

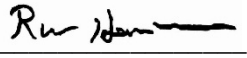
Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

# Little Elm Police Department

General Order 2900 (Issued 12-21-2015, replaced Lexipol 328)

- Policy effective June 9, 2020
- Reviewed October 26, 2023
- States purpose
- Establishes policy
- Prohibits discriminatory practices
- Establishes complaint process
- Establishes disciplinary and corrective actions
- Establishes public education
- Provides for training
- Establishes guidelines for data collection
- Use of video/audio equipment and review

<b>LITTLE ELM POLICE DEPARTMENT    GENERAL ORDERS</b>	
<b>SUBJECT: RACIAL PROFILING</b>	<b>NUMBER: 2900</b>
<b>EFFECTIVE DATE:</b> 01/12/2021	<b>REVIEW DATE:</b> 10/26/2023
<b>AMENDS/SUPERSEDES:</b> Lexipol 328	<b>APPROVED:</b>  Chief of Police
<b>BEST PRACTICE STANDARDS: 2.01.1</b>	

**NOTE: This General Order is for internal use only and does not enhance an officer's civil or criminal liability in any way. It should not be construed as the creation of a higher standard of safety or care in an evidentiary sense, with respect to third party claims. Violations of this General Order, if proven, can only form the basis of a complaint by this Department and only in a non-judicial, administrative setting.**

#### **INDEX WORDS:**

Audio and Video Recording  
Collection of Information  
Complaint  
Ethnicity  
Race

Racial Profiling  
Reporting  
Review  
Training

#### **I. PURPOSE**

- A. The purpose of this order is to reaffirm the Town of Little Elm Police Department's commitment to unbiased policing in all its encounters with any person; to reinforce procedures that serve to ensure public confidence and mutual trust through the provision of services in a fair and equitable fashion; and to protect our officers from unwarranted accusations of misconduct when they act within the dictates of departmental policy and the law.

#### **II. POLICY**

- A. It is the policy of this Department to police in a proactive manner and to aggressively investigate suspected violations of the law. Officers shall actively enforce local, state and federal laws in a responsible and professional manner without regard to race, ethnicity, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. Officers are strictly prohibited from engaging in racial profiling as defined in this policy. Racial profiling is an unacceptable police tactic and will not be condoned.
- B. This General Order is adopted in compliance with the requirements of Articles 2.131 through 2.136, Texas Code of Criminal Procedure, which prohibits Texas peace officers from engaging in racial profiling.



### III. **DEFINITIONS**

- A. Acts Constituting Racial Profiling - acts initiating law enforcement action, such as a traffic stop, a detention, a search, issuance of a citation, or an arrest based solely upon an individual's race, ethnicity, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group rather than upon the individual's behavior, information identifying the individual as having possibly engaged in criminal activity, or other lawful reasons for the law enforcement action
- B. Motor Vehicle Stop – means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.
- C. Race or Ethnicity - persons of a particular descent, including Caucasian, African, Hispanic, Asian, Middle Eastern or Native American descent.
- D. Racial Profiling - a law enforcement-initiated action based on an individual's race, ethnicity, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity. Racial profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants, persons needing assistance, or other citizen contacts.

### IV. **PROHIBITION**

- A. Officers of the Little Elm Police Department are strictly prohibited from engaging in racial profiling. The prohibition against racial profiling does not preclude the use of race, ethnicity or national origin as factors in a detention decision by an officer. Race, ethnicity or national origin may be legitimate factors in such a decision when used as part of a description of a suspect or witness for whom an officer is searching.

### V. **COMPLAINT PROCESS**

- A. No person shall be discouraged, intimidated or coerced from filing a complaint, or be discriminated against because they have filed a complaint.
- B. Any person who believes that a peace officer employed by the Little Elm Police Department has engaged in racial profiling with respect to that person, may file a complaint in accordance with the provisions of General Order 300, Discipline/Complaints against Police Personnel.
  - 1. An employee who is contacted regarding a complaint against an officer shall follow the procedures set forth in General Order 300, Section X. Investigation of Externally Originated Complaints.
  - 2. Citizens who appear in person wishing to file a complaint shall be provided with a departmental brochure, "How to File a Complaint." Brochures are maintained in the Little Elm Police Department lobby, and at Little Elm Town Hall. Citizens may also be directed to the Departmental website to file a complaint.

- C. Any supervisor who becomes aware of an alleged or suspected violation of this General Order shall report the alleged violation in accordance with General Order 300, Discipline, Section XI. Investigation of Internally Originated Complaints.
- D. Complaints of racial profiling shall be classified as a Level I complaint, and shall be investigated by the Office of the Chief of Police, unless otherwise directed by the Chief of Police. A log of all Racial Profiling Complaints will be maintained by the Office of the Chief of Police.

## **VI. DISCIPLINARY AND CORRECTIVE ACTIONS**

- A. Any officer of this Department who is found, after investigation, to have engaged in racial profiling in violation of this General Order may be subject to disciplinary action, up to and including termination. Disciplinary or corrective actions may include diversity, sensitivity or other appropriate training or counseling, as determined by the Chief of Police.

## **VII. PUBLIC EDUCATION**

- A. This Department shall provide education to the public concerning the racial profiling complaint process. The primary method of public education shall be through a brochure, "How to File a Complaint" which are maintained in the lobby of the Little Elm Police Department, and at the Little Elm Town Hall. These brochures are available in both English and Spanish versions. Other education methods may be utilized to inform the public, including news media, civic presentations, the Internet, and/or public meetings.

## **VIII. COLLECTION OF INFORMATION AND ANNUAL REPORT WHEN CITATION ISSUED OR ARREST MADE**

- A. For each motor vehicle stop in which a citation is issued and for each arrest resulting from a motor vehicle stop, an officer involved in the stop shall collect the following information:
  1. Information identifying the race or ethnicity of the individual detained. The following codes will be used to identify the individual's race:
    - B = Black / African
    - A = Asian
    - I = Native American / American Indian
    - H = Hispanic
    - W = White / Caucasian
  2. Whether a search was conducted and if so, whether the individual detained consented to the search ; and

3. Whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
  4. If the person contacted is a resident of the Town of Little Elm, this shall be reflected in the Racial Profiling module in the Brazos ticket writing program.
- B. The information collected shall be entered in to the Racial Profiling module in the Brazos ticket writing program by the officer in a timely manner. All stops requiring Racial Profiling data collection must be entered.
- C. The Professional Standards Lieutenant shall ensure all Racial Profiling Data is collected and reported to the Chief of Police. The data collected shall be compiled in an annual report covering the period January 1 through December 31 of each year, and shall be submitted to the governing body of the Town of Little Elm no later than March 1 of the following year. The report will include:
1. A breakdown of citations by race or ethnicity;
  2. Number of citations that resulted in a search;
  3. Number of searches that were consensual;
  4. Number of citations that resulted in custodial arrest; and
  5. Public education efforts concerning the racial profiling complaint process.
- C. The annual report shall not include identifying information about any individual stopped or arrested, and shall not include identifying information about any peace officer involved in a stop or arrest.
- D. Racial Profiling Data will also be reported to the Texas Commission on Law Enforcement (TCOLE) by March 1 of each year, following the Commission's prescribed format.

## **IX. AUDIO AND VIDEO EQUIPMENT**

- A. Each motor vehicle regularly used by this department to make motor vehicle stops shall be equipped with a mobile video camera system capable of recording video and audio, and each motorcycle regularly used by this department to make motor vehicle stops shall be equipped with audio recording equipment.
- B. Each motor vehicle stop made by an officer of this department capable of being recorded by video and audio, or by audio only for motorcycles, shall be recorded.
- C. Supervisors and Officers shall ensure that mobile video camera equipment, and/or audio equipment, is properly functioning prior to commencing their tour of duty. Police units with malfunctioning or inoperable mobile video camera equipment shall not be utilized under normal circumstances.

- D. Supervisors shall have the authority to assign units with malfunctioning or inoperable mobile video equipment when situations dictate. Officers assigned to such units shall collect and document the information listed below for each motor vehicle stop. All documentation must be submitted to the officer's supervisor prior to ending that tour of duty. Documentation shall include but is not limited to Field Interview Forms, Traffic Citations and Warning Tickets.
1. A physical description of any person operating the motor vehicle, who is detained as a result of the stop, including:
    - a. the person's gender; and
    - b. the person's race or ethnicity, as stated by the person, or if the person does not state, the person's race or ethnicity, as determined by the officer to the best of his or her ability. Officers will not ask the individual to identify their race or ethnicity;
  2. Whether the officer knew the race or ethnicity of the individual detained before detaining that individual;
  3. The initial reason for the stop;
  4. Whether the officer conducted a search as a result of the stop, and, if so, whether or not the person detained consented to the search;
  5. Whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;
  6. The reason for the search, including whether:
    - a. Any contraband or other evidence was in plain view;
    - b. Any probable cause or reasonable suspicion existed to perform the search; or
    - c. The search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle
  7. Whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of Penal Code, a violation of traffic law or ordinance or an outstanding warrant and a statement of the offense charged.
  8. The street address or approximate location of the stop;
  9. Whether the officer issued a citation or a written warning as a result of the stop; and
  10. Whether the person contacted is a resident or non-resident of the Town of Little Elm. This shall be reflected on each citation issued, using an (R) for residents or an (NR) for non-resident.

## **XI. REVIEW OF VIDEO AND AUDIO DOCUMENTATION**

- A. Each audio and video recording shall be retained for a minimum period of ninety (90) days, unless a complaint is filed alleging that an officer has engaged in racial profiling with respect to a motor vehicle stop. The Patrol Operations Commander shall ensure that all audio and recordings are properly stored and retained in accordance with applicable laws and this General Order.
- B. If a complaint is received alleging that an officer has engaged in racial profiling, the audio / video recording shall be forwarded to the Office of the Chief of Police who shall retain the video until final disposition of the complaint has been made.
- C. The Patrol Operations Commander or his designee shall review a randomly selected sampling of video and audio recordings, made recently by officers employed by the Department, in order to determine if patterns of racial profiling exist. These reviews shall be conducted monthly and documented on the appropriate form (LEPD-018)
  - 1. Written documentation shall include:
    - a. the names of the officers whose stops were reviewed;
    - b. the date(s) of the videos reviewed;
    - c. the date the actual review was conducted; and
    - d. the name of the person conducting the review.
  - 2. The Patrol Operations Commander shall forward the required documentation to the Office of the Chief of Police.
  - 3. The Patrol Operations Commander shall maintain a file of all video review documentation performed, in compliance with this General Order.
- D. In reviewing audio and video recordings, the Patrol Operations Commander or his designee, shall seek to determine if the officer(s) reviewed have engaged in a pattern of racial profiling, that includes multiple acts constituting racial profiling for which there is no reasonable, credible explanation based on established police and law enforcement procedures.

## **XII. TRAINING**

- A. Each peace officer employed by the Department shall complete the comprehensive education and training program on racial profiling established by the Texas Commission on Law Enforcement (TCOLE) not later than the second anniversary of the date the officer was licensed, or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

## **XIII. EFFECTIVE DATE**

- A. Any previous directive, rule, order or regulation that pertains to this subject matter and its amendments shall remain in full force and effect for any violation(s) which occur prior to the effective date of this General Order.

- B. If any section, sentence, clause or phrase of this General Order is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this General Order.
- C. All training on this General Order will be in accordance with General Order 100, Written Directive System, Chapter VIII, Training.
- D. The effective date is stated in the header block of this General Order.

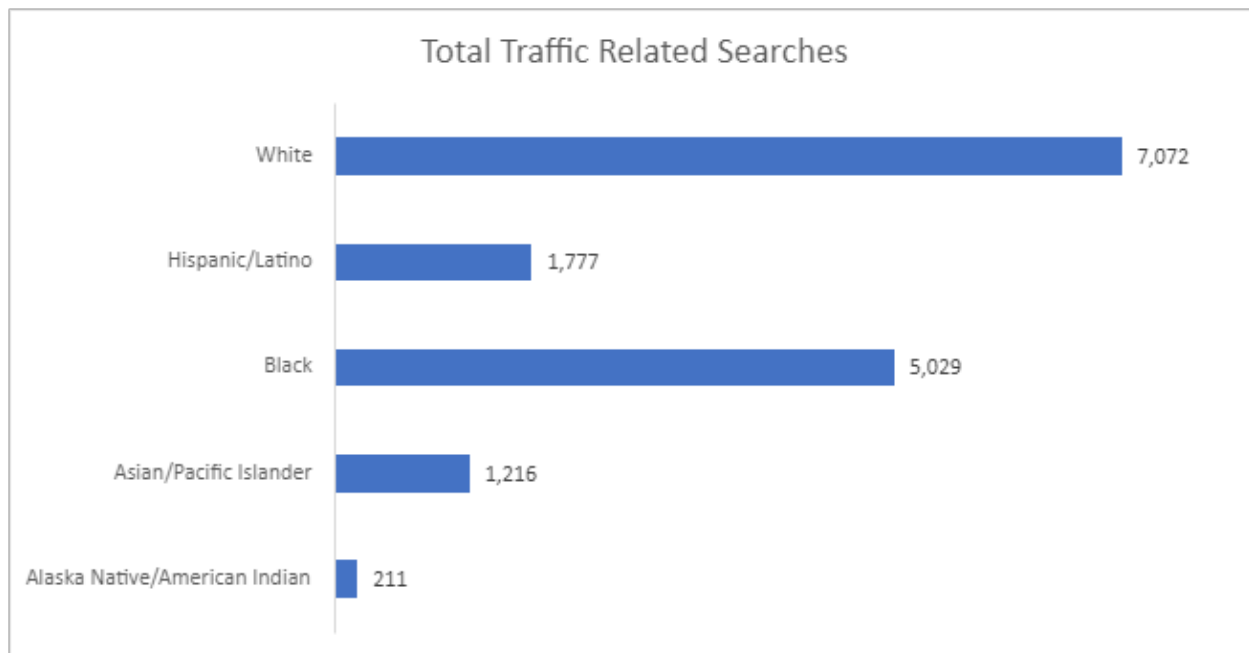
## 2023 Data Compilation

### Total Traffic Related contacts Resulting in Search, Arrest, or Citation/Warning

#### *Total Count by Number / Percentage*

Race	Traffic Related Contact Resulting in Search, Arrest or Citation/Warning	Traffic Related Contact Resulting in Search, Arrest or Citation/Warning Percentage
Alaskan Native / American Indian	211	1%
Asian / Pacific Islander	1,216	8%
Black	5,029	33%
Hispanic / Latino	1,777	12%
White	7,072	46%
Total	15,305	100%

#### *Graphical Analysis*

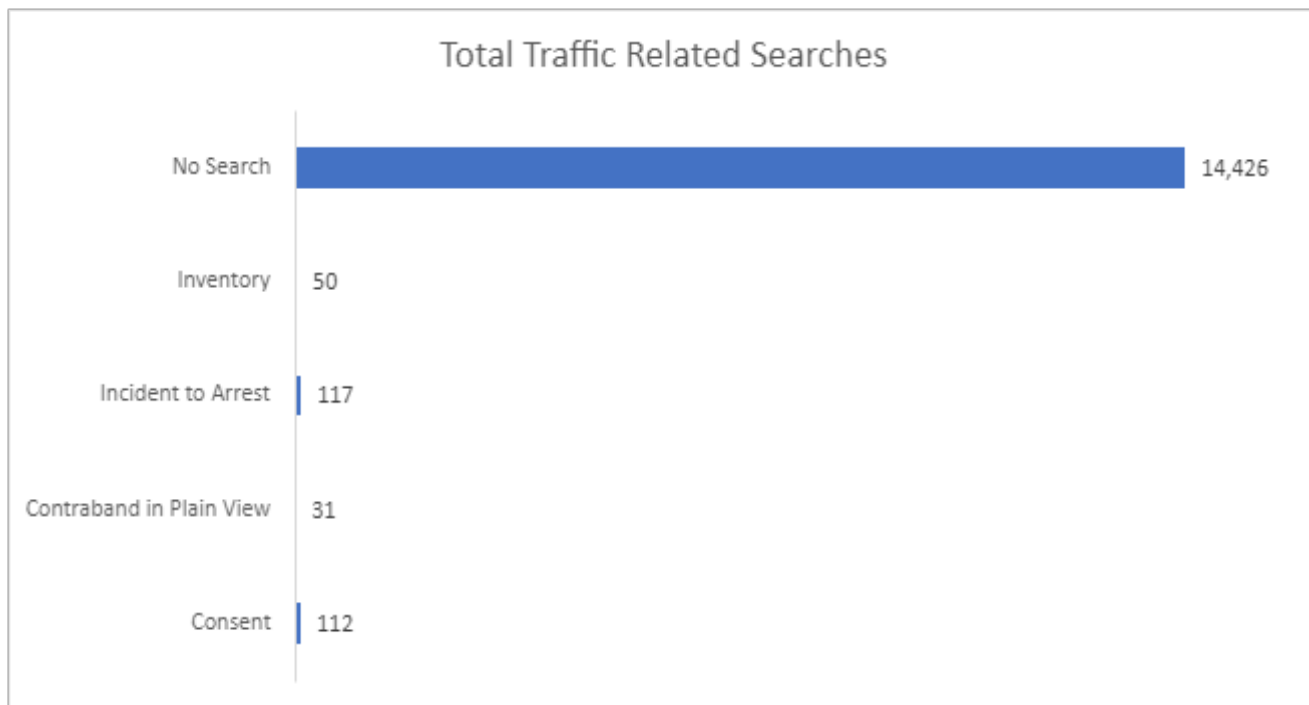


## Total Traffic Related Searches

### Total by Raw Number / Percentage

Searches	Total Searches	Percentage
Consent	112	0.73%
Contraband In Plain View	31	0.20%
Incident to Arrest	117	0.76%
Inventory	50	0.33%
No Search	14,426	94.26%
Probable Cause	569	3.72 %
Total	15,305	100%

### Graphical Analysis



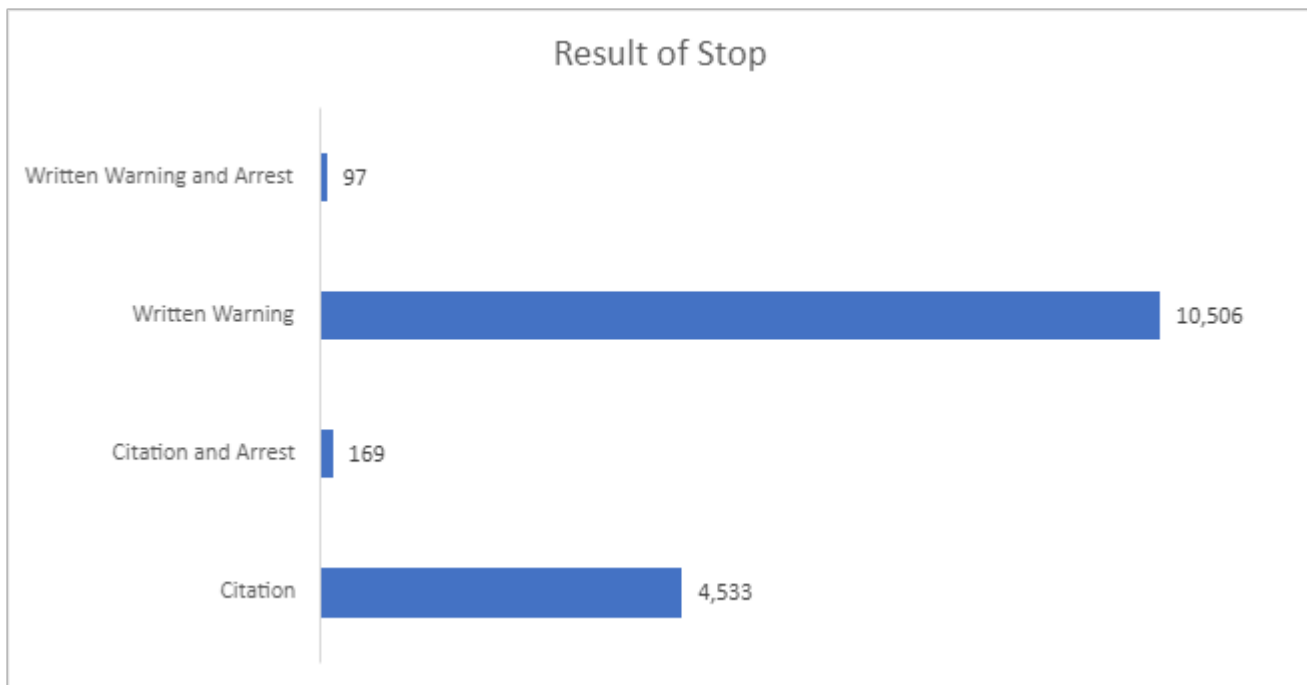


## Result of Stop

### *Total by Raw Number / Percentage*

Result of Stop	Total Result	Percentage
Citation	4818	34.35%
Citation and Arrest	86	0.65%
Written Warning	12266	64.84%
Written Warning and Arrest	39	0.16%
Total	17210	100%

### *Graphical Analysis*





*Texas Police Chiefs Association*

DOCUMENT SUBMISSION FORM

**Agency:** Little Elm Police Department

**Best Practice** **2.01 Bias Based Profiling (EV)**

The agency has a written directive, complying with current laws on the reporting of the Bias Based Profiling information collected by the agency, and training of enforcement personnel in the prohibition of Bias Based Profiling. If the Agency uses in-car cameras and/or body cameras, the directive shall require the supervisory review of at least three random videos, at least every six months, per officer.

Discussion: Bias based profiling and especially racial profiling is highly injurious to a law enforcement agency as it erodes public confidence in equality of treatment. Agencies should ensure their definition of racial profiling (part of bias based profiling) meets the definition of the Texas Code of Criminal Procedure Article 3.05 as well as the operational procedures required under Articles 2.131 through 2.138.

Prohibition of Bias Based Profiling however is broader than the state required racial profiling prohibition. The agency's written directive should meet or exceed state law requirements for prohibition of racial profiling, but must also prohibit any profiling based on ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. Agencies need to ensure their policy includes all of this expanded definition.

Agencies are required to publish an annual report of their traffic stops under Article 2.134. This annual report is also required as part of this standard but will not be submitted electronically. Agencies should indicate on their Document Submission Form that the Annual Reports are in file. If all other parts of the Best Practice requirements are met, the standard will be "Accepted" and the actual annual reports will be reviewed on-site by the Final Review team.

Minimum Training Level 2. While a higher level of training is always encouraged, the training portion of this standard may be met by showing that officers have received Roll-call Training or a formal Training Bulletin, watched a video, received a copy of a policy which was discussed with a Supervisor, or received a copy of a policy and been tested over its content.

When conducting random, quarterly, supervisory reviews of officer's video supervisors are not required to watch each incident of an 8, 10, or 12 hour shift; however, reviewing the footage in a manner intended to gain an understanding of that officer's performance and adherence to policy and law is required.

**Proofs of Compliance Submitted:**

1. Copy of GO 2900 Policy Section II Pages 2900-2901 / Section XI Pages 2905-2906 / Section XII Page 2906
2. Copy of proof of receipt of written directive signed by all employees – need sign off
3. Copy of Racial Profile Training
4. Random Video Review
5. Copy of most recent annual racial profiling report

**Submitted By: J. Compton****Date: November 27, 2023****Evaluators Review:**

- ☒ Does the file contain a written directive which:
- ☒ Prohibits all forms of bias based profiling (not just racial – see glossary)?
- ☒ Complies with Texas Code of Criminal Procedure?
- ☒ Requires training of enforcement personnel?
- ☒ Does the file contain documentation of Proof of Receipt of the directive by employees?
- ☒ Does the file contain documentation showing training (minimum level 2) of enforcement employees?
- ☒ Does the file contain proof of random video review for first responders?
- ☒ Does the file contain a copy of the most recent annual report or is a copy readily available for inspection? (Should not be submitted electronically.)

**Complaints:**

There were no allegations of Racial Profiling in 2023.

**Conclusion:**

The Little Elm Police Department is in compliance with Texas Code of Criminal Procedure Article 2.132.

**TCOLE Submission**  
**Little Elm Police Department**  
**2023 Racial Profiling Report**

**Gender**

Female	5,631
Male	9674
<b>Total</b>	<b>15305</b>

**Race and ethnicity**

Alaskan Native / American Indian	211
Asian / Pacific Islander	1,216
Black	5,029
Hispanic / Latino	1,777
White	7,072
<b>Total</b>	<b>15305</b>

**Was race or ethnicity know prior to the stop?**

No	14,876
Yes	429
<b>Total</b>	<b>15305</b>

**Reason for Stop?**

Moving Traffic Violation	9,366
Pre Existing Knowledge	481
Vehicle Traffic Violation	4,456
Violation of Law / Unknown	1,002
<b>Total</b>	<b>15305</b>

**Street Address or approximate location of the stop**

City Street	11950
County Road	101
Private Property or Other/Unknown	468
State Highway	411
US Highway	2,375
<b>Total</b>	<b>15305</b>

**Was a search conducted?**

No	14,426
Yes	879
<b>Total</b>	<b>15305</b>

**Reason for Search**

Consent	112
Contraband in Plain View	31
Incident to Arrest	117
Inventory	50
No Search	14426
Probable Cause	569
<b>Total</b>	<b>15305</b>

**Was Contraband Discovered?**

No	207
Yes	672
<b>Total</b>	<b>879</b>

**Description of Contraband**

Alcohol	133
Currency	4
Drugs	533
Other	83
Weapons	44
<b>Total</b>	<b>797</b>

**Result of Stop**

Citation	4533
Citation and Arrest	169
Written Warning	10506
Written Warning and Arrest	97
<b>Total</b>	<b>15305</b>

**Arrest base on**

Outstanding Warrant	73
Violation of City Ordinance	4
Violation of Penal Code	165
Violation of Traffic Law	24
<b>Total</b>	<b>266</b>

**Was physical force resulting in bodily injury used during stop?**

No	15298
Yes	7
<b>Total</b>	<b>15305</b>

**Was arrest due to contraband found?**

No	180
Yes	86
<b>Total</b>	<b>266</b>

## TCOLE 2023 Racial Profile Agency Report Exemption

Agency Name	Filing Status	Reason for Filing as Tier 1 or Tier 2	Chief Administrator and Agency Contact information*	Date Filed	Online Electronic Report	Agency Supplied Report
LITTLE ELM POLICE DEPT. Agency No: 121203	Partially Exempt (Tier 1)	<a href="#">Audio/Video Equipped</a>	RODNEY HARRISON Phone: 214-975-0460 Email: <a href="mailto:rharrison@littleelm.org">rharrison@littleelm.org</a> Mailing Address: LITTLE ELM POLICE DEPT. 88 W. Eldorado Pkwy Little Elm, TX 75068	01/29/2023	Yes	Yes

### Article 2.132 CCP Law Enforcement Policy on Racial Profiling

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling LITTLE ELM POLICE DEPARTMENT. has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the LITTLE ELM POLICE DEPARTMENT from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the LITTLE ELM POLICE DEPT. if the individual believes that a peace officer employed by the LITTLE ELM POLICE DEPARTMENT has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the LITTLE ELM POLICE DEPARTMENT who, after an investigation, is shown to have engaged in racial profiling in violation of the LITTLE ELM POLICE DEPARTMENT's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
  - (A) the race or ethnicity of the individual detained;
  - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and
  - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
  - (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
  - (E) the location of the stop
  - (F) the reason for the stop; and
- (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
  - (A) the Commission on Law Enforcement; and
  - (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state outlines performance of the officers' official duties.

## TCOLE SUBMISSION

# Racial Profiling Report | Full

Agency Name: LITTLE ELM POLICE DEPT.

Reporting Date: 01/29/2024

TCOLE Agency Number: 121212

Chief Administrator: RODNEY W. HARRISON

Agency Contact Information:

Phone: (214) 975-0460

Email: [rharrison@littleelm.org](mailto:rharrison@littleelm.org)

Mailing Address:

88 W ELDORADO PKWY

LITTLE ELM, TX 75068-5079

This Agency filed a full report

LITTLE ELM POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
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- 4) provides public education relating to the agency's complaint process;
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  - a. the race or ethnicity of the individual detained;
  - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
  - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
  - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
  - e. the location of the stop;
  - f. the reason for the stop.



7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

- a. the Commission on Law Enforcement; and
- b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The LITTLE ELM POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133

1 of 9

(c), Code of Criminal Procedure during the reporting period.

Executed by: JAY V. COMPTON

Lieutenant

Date: 01/29/2024

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**Date:** 03/19/2024  
**Agenda Item #:** 5. C.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Jason Shroyer, Director of Public Works

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**AGENDA ITEM:**

Consider Action to Award **Bid 2024-08 for Fence Improvements at the Wastewater Treatment Plant to Develop, Inc. in the amount of \$60,165.**

**DESCRIPTION:**

Staff requested bids for replacement of approximately 630 feet of 12-foot privacy fencing at the Wastewater Treatment Plant. Bid 2024-08 was advertised in the local newspaper and posted on the Town's eProcurement system. Three (3) suppliers responded, with the lowest offer meeting specifications submitted by Develop, Inc. of Frisco, TX.

**BUDGET IMPACT:**

Funding has been identified in the adopted Fiscal Year 2024 budget within the Utility Fund.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

2024-08 Tabulation

Town of Little Elm  
Bid 2024-08  
Fence Replacement

				Develop Inc.		MBC Services LLC	
				Frisco, TX		Mesquite, TX	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Wooden picket fence replacement - price per foot.	630	ft	\$95.50	\$60,165.00	\$96.46	\$60,769.80
				Total Price	\$60,165.00	Total Price	\$60,769.80

Note: An offer was submitted from Alpha Fence Co, but did not meet specifications.



**Date:** 03/19/2024  
**Agenda Item #:** 5. D.  
**Department:** Development Services  
**Strategic Goal:** Promote and expand Little Elm's identity  
**Staff Contact:** Fred Gibbs, Director of Development Services

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**AGENDA ITEM:**

Consider Action to Approve Authorization to the **Town Manager to Execute the Home Improvement Tax Incentive Program Agreement for 410 South Park Street.**

**DESCRIPTION:**

In 2017, the Town initiated a Home Improvement Incentive Program, open to all single-family residential property owners. The incentive program applies to improvements made to the exterior or interior of a residence, as well as permanent improvements to the lot, such as an in-ground pool or outdoor kitchen. The incentive is based on the increase in the Town property tax on the residence in the first full tax year following the completion of the improvements. The incentive amount is calculated as follows: the Town tax increase multiplied by ten (tax increase X 10). Payments shall be paid to the homeowner in one lump sum.

All homeowners in single-family zoned areas are eligible to participate, except those who are delinquent in property taxes or other fees. To qualify, improvement project(s) involving the reconstruction or remodeling of a single-family home must cost at least \$20,000 and be completed within 24 months of execution of this Agreement. After applying for the program, Staff must approve the project before the property owner moves forward with improvements. Staff will conduct inspections as necessary. Once work is completed, Staff will do a final inspection, review the provided receipts for the scope of work completed, and initiate the incentive amount to the homeowner based on the tax increase between the appraised taxable property value at the time of application and the appraised taxable property value one year after completion of the improvements.

Staff will continue to work with the current property owner of 410 South Park Street, Siddi G. Kommineni, in the redevelopment of their property pursuant to the Agreement.

Proposed projects the property owners intend to complete include, but are not limited to, removal of the existing in-ground pool, roof replacement, foundation repair, and tree trimming.

**BUDGET IMPACT:**

The Agreement details the property owners have up to 24 months to complete their project(s). The impacted budget will have funding for the Home Improvement Tax Incentive Program that is in the adopted budget; the anticipated range of the incentive payment is between \$2,000-\$5,000. The funds will be allocated from the General Fund within the Finance Department's operating budget.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

HIIP 410 S Park

STATE OF TEXAS	§	TOWN OF LITTLE ELM, TEXAS
	§	QUALIFYING HOME IMPROVEMENT TAX INCENTIVE PROGRAM
DENTON COUNTY	§	AGREEMENT

This Qualifying Home Improvement Tax Incentive Program Agreement (“**Agreement**”) is made by and between the Town of Little Elm, Texas (“**Town**”) and Siddi G Kommineni (“**Property Owner**”) (each a “**Party**” or collectively the “**Parties**”), acting by and through their respective authorized officers and representatives.

**WITNESSETH:**

**WHEREAS**, the Property Owner is the owner of the real property located at 410 S Park Drive, Little Elm, Texas 75068 (the “**Property**”); and

**WHEREAS**, Texas Local Government Code Chapter 380 allows the Town to provide incentives for the promotion of economic development; and

**WHEREAS**, the promotion of the redevelopment of existing housing stock in the Town promotes economic development within the Town and is essential for the continued economic growth and vitality of the Town; and

**WHEREAS**, it is well established that the availability of quality housing stock encourages the relocation of businesses and attracts new business enterprises, as well as the expansion of existing business enterprises within the Town, which in turn stimulates growth, creates jobs and increases property and sales tax revenues; and

**WHEREAS**, the promotion of the housing stock is a major contributing factor to the growth of the Town, which in turns stimulates trade and commerce and reduces unemployment; and

**WHEREAS**, residential development and redevelopment will attract and encourage business relocation and expansion since business will look to the available housing stock to meet the needs of management and the work force; and

**WHEREAS**, the Town has determined that providing an economic development incentive in accordance with this Agreement will further the objectives of the Town, will benefit the Town and the Town’s inhabitants and will promote local economic development and stimulate business and commercial activity in the Town.

**NOW THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **Article I**

### **Term**

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated, as provided herein.

## **Article II**

### **Definitions**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Approved Project” shall mean a project for home improvements, modifications or remodeling of the Property as approved by the Town’s Director of Development Services as being eligible for an incentive under the Home Improvement Tax Incentive Program.

“Bankruptcy or Insolvency” shall mean insolvency, appointment of receiver for the Property Owner and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Property Owner and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Commencement of Construction” shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for the Approved Project; and (ii) all necessary permits for the construction of the Approved Project have been issued by all applicable governmental authorities.

“Completion of Construction” shall mean the date of the final Home Improvement Tax Incentive Program inspection of the Property by the Town’s Director of Development Services, or designee, following the completion of construction of the Approved Project.

“Effective Date” shall mean the last date of execution hereof.

“Expiration Date” shall mean two (2) years from the Effective Date.

“Home Improvement Tax Incentive Program” shall mean the Town of Little Elm Home Improvement Tax Incentive Program adopted by Town of Little Elm Ordinance No. 1433, as amended. The Home Improvement Program is limited to one approved project per location per calendar year. A proposed project for home improvements, modifications or remodeling of a property is not eligible for an incentive under the Home Improvement Tax Incentive Program while an Approved Project is pending and has not been completed.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special,



ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Property Owner or any property or any business owned by Property Owner within the Town.

“Incentive” shall mean an economic development incentive in an amount equal to ten (10) times the amount of increase in property taxes for the Property for the first tax year following the date of Completion of Construction as the result of the increase in the Taxable Value of the Improvements, under the Home Improvement Tax Incentive Program as determined by the Director of Development Services for the Approved Project.

“Property” shall mean the real property, including the improvements, located at 410 S Park Drive, Little Elm, TX, 75068.

“Property Owner” shall mean the owner of the Property.

“Taxable Value” shall mean the appraised value of the Property as certified by the Denton County Appraisal District, or its successor entity, as of January 1 of a given year.

“Town” shall mean the Town of Little Elm, Texas.

### **Article III**

#### **Economic Development Incentive**

3.1 **Payment.** Subject to the Property Owner’s continued satisfaction of the terms and conditions of this Agreement and the obligation of the Property Owner to repay the Incentive pursuant to Section 5.2 hereof, the Town agrees to provide the Incentive to the Property Owner to be paid in a single lump-sum payment on or about April 1 of the first full calendar year following the date of Completion of Construction. For example, assume that the Approved Project is completed on June 30, 2019, and that the 2020 property taxes for the Property increased \$500.00 above the 2019 property taxes as a result of the Approved Project, then the total Incentive would be \$5,000.00, and would be paid on or about April 1, 2021. The incentive amount will be finally conveyed and accepted by the property owner and the Town in the economic development agreement in advance of the incentive payment pursuant to Section 4.4 hereof.

3.2 **Current Revenue.** The Incentive made hereunder shall be paid solely from lawfully available funds that have been appropriated by the Town. Under no circumstances shall the Town’s obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the Town’s obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution or other Party.

### **Article IV**

#### **Incentive Conditions**

The obligation of the Town to pay the Incentive shall be conditioned upon the continued compliance with and satisfaction of the terms and conditions of this Agreement by the Property

Owner and each of the conditions set forth in this Article.

4.1 **Inspections.** The Property Owner agrees to submit to periodic inspections of the Property by the Town during the period beginning with the date of Commencement of Construction and ending on date of Completion of Construction.

4.2 **Construction Costs.** The construction costs incurred and paid by the Property Owner for the Approved Project shall be at least \$20,000.00 (the “Certified Construction Acceptable Costs”). The Property Owner shall, as a condition precedent to the payment of the Incentive, provide copies of invoices, receipts and other documentation as may be reasonably requested by the Town to verify the costs incurred and paid by the Property Owner for construction of the Approved Project.

4.3 **Completion of Construction.** The Property Owner shall cause Completion of Construction of the Approved Project to occur on or before twenty-four (24) calendar months after the Town approval of this Development Agreement. The Property Owner shall request the Director of Development Services inspect the Approved Project on or before twenty-four (24) calendar months after the Town approval of the Property Owner’s proposed project for an Incentive. The Property Owner shall cause Completion of Construction of the Approved Project to occur prior to any sale or transfer of the Property to another person, company or other entity, unless the Agreement has been assigned by the Property Owner as permitted in Section 6.1.

4.4 **Approval of Economic Development Agreement.** Provided that all documentation of payments made by the Property Owner has been received Town, the amount of the incentive shall be determined by the Director of Development Services, whose decision shall be final in all respects. The incentive amount will be finally conveyed and accepted by the property owner and the Town in the economic development agreement in advance of the incentive payment. The economic development agreement shall be executed by the Property Owner and the Town prior to the Incentive Payment.

## **Article V Termination**

5.1 This Agreement shall terminate upon the occurrence of any one of the following:

- (a) Mutual agreement of the Parties;
- (b) The Expiration Date;
- (c) At the Town’s option, if any Impositions owed to the Town or the State of Texas by Property Owner shall become delinquent (provided, however, Property Owner retains the right to timely and properly protest and contest any such Impositions);
- (d) By the Town, in the event Property Owner breaches any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof;

- (e) By the Town, if the Property Owner suffers an event of Bankruptcy or Insolvency;
- (f) By the Town, if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or
- (g) The sale or transfer of the Property following one assignment of this Agreement as provided herein.

5.2 In the event of termination by the Town pursuant to 5.1(c), (d), (e), (f) or (g), the Property Owner shall immediately repay to the Town an amount equal to Incentive paid to Property Owner, if any, prior to termination of this Agreement.

## **Article VI Miscellaneous**

6.1 **Assignment.** This Agreement may not be assigned without the prior written consent of the Town, except that this Agreement may be assigned by the Property Owner one (1) time in connection with the sale or transfer of the ownership (including a life estate) of the Property to a subsequent owner of the Property upon thirty (30) days prior written notice to the Town. This Agreement shall automatically terminate upon any subsequent sale or transfer of the ownership of the Property.

6.2 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties hereto.

6.3 **Limitation on Liability.** It is understood and agreed between the Parties that the Property Owner, in satisfying the conditions of this Agreement, has acted independently, and Town assumes no responsibilities or liabilities to third Parties in connection with these actions.

6.4 **No Joint Venture.** 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 or joint venture among the Parties.

6.5 **Authorization.** Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.6 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter sent by United States Mail, postage prepaid, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for Property Owner, to:  
Siddi Kommineni  
1709 Forest Park Dr.  
Prosper, TX 75078

If intended for Town, to:

Attn: Development Services  
100 W. Eldorado Parkway  
Little Elm, TX 75068

6.7 **Entire Agreement.** This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

6.8 **Governing Law.** This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.9 **Amendment.** This Agreement may only be amended by the mutual written agreement of the Parties.

6.10 **Legal Construction.** 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.

6.11 **Recitals.** The recitals to this Agreement are incorporated herein.

6.12 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.13 **Survival of Covenants.** 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 of this Agreement shall survive termination.

6.14 **Employment of Undocumented Workers.** During the term of this Agreement the Property Owner agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Property Owner shall repay the amount of the Grant and any other funds received by the Property Owner from the Town as of the date of such violation within one hundred twenty (120) days after the date the Property Owner is notified by the Town of such violation, plus interest at the rate of four (4%) compounded annually from the date of violation until paid.

*[Signature Page to Follow]*

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**TOWN OF LITTLE ELM, TEXAS**

By: \_\_\_\_\_  
Matt Mueller, Town Manager

**EXECUTED** on this 11 day of March, 2024.

**PROPERTY OWNER**

Siddi Komineer



**Date:** 03/19/2024  
**Agenda Item #:** 5. E.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Caitlan Biggs, Director of Administrative Services/Town Secretary

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**AGENDA ITEM:**

Consider Action to Approve a **Professional Services Agreement with Ross Gannaway Clifton, PLLC. for Legal Services for the Town, in the Estimated Annual Amount of \$75,000, and to Authorize the Town Manager to Execute the Agreement.**

**DESCRIPTION:**

Ross Gannaway Clifton, PLLC provides general legal advice and counsel to the Town on employment matters as needed. Expenditures for this service are approaching expenditure authority and staff anticipates to continue services as needed.

**BUDGET IMPACT:**

Funding has been identified and budgeted in the General Fund operating budget.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Engagement Letter



ROSS | GANNAWAY | CLIFTON, PLLC  
Attorneys at Law

March 7, 2024

VIA Email: [RHunter@littleelm.org](mailto:RHunter@littleelm.org)

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

RE: Engagement of Services

Dear Mr. Mueller,

Ross | Gannaway | Clifton PLLC (the “Firm”) is pleased and honored to have the opportunity to provide general legal advice and counsel to the Town of Little Elm (“Client”) on employment matters. This letter sets out the terms of our engagement and unless we agree otherwise in writing, it will apply to services provided to Client by the Firm.

**Scope of Engagement.** Client will provide us with factual information and documents as necessary to perform these services, will make decisions as necessary to facilitate the rendering of our services, will be available to assist us in our representation, and will remit payment of our invoices as set out below. We will perform our professional services on Client’s behalf to the best of our ability, but we cannot, and do not, make any guarantees regarding the outcome of any matters for which you engage us. Our expressions as to a matter’s outcome is our best professional estimate only. We are compensated for the time and efforts we devote on Client’s behalf and not for any particular result. We have no obligation to advise Client of subsequent developments in the law unless Client specifically engages us to do so.

**Staffing.** I will be the Firm’s supervising lawyer, and I am always available to assure your satisfaction with our professional relationship. If appropriate, other Firm lawyers and legal assistants may be used when possible to maximize legal effectiveness and time efficiency, and to minimize Client’s legal expenses.

**Retainer.** No retainer is required at this time.

**Fees.** Our representation will be on an hourly fee basis, billed in tenth-of-hour increments, with the smallest increment beginning at two-tenths of an hour. My hourly fee is \$305.00 an hour. Other attorneys bill out at greater or lesser rates depending upon their level of experience. Travel time is considered work time and is billed accordingly. The Firm reserves the right to review and adjust our billing rates on a periodic basis and will notify Client of any changes.

**Other Charges.** Client is responsible for all expenses incurred by the Firm on Client's behalf. These expenses include copying charges (currently \$ .20 per page for black and white and \$ .25 for color), postage, faxes, certain computerized research, overnight courier service, mileage, and travel costs, if any. Depending on the size of these charges, we may request that Client pay them directly. To the extent the Firm advances those expenses on Client's behalf, Client will reimburse the Firm on a monthly basis.

**Technology.** During the course of this engagement, both Client and the Firm will use electronic devices and internet services, including but not necessarily limited to e-mail, to communicate and to send or make documents available. Although the use of this technology involves some risk that third parties may access confidential communications, Client agrees that the benefits of using this technology outweigh the risk of accidental disclosure. To enhance the security of Client's communications, Client may wish to assure that any computer or device Client uses in communication with the Firm is password-protected and not accessible for use by any third party. Client may also elect to encrypt certain documents.

**Billing Cycle.** Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are payable within thirty (30) days of receipt. Our billing cycle normally ends on the 20<sup>th</sup> of each month. Client will not be sent a bill if no work was performed and no expenses were incurred during the billing cycle. Our bills provide a description of work performed, including the name of the attorney performing the work, the date the work was performed, the time spent, the dollar amount for each time entry, and any expenses incurred on Client's behalf. If you ever have a question about a bill, or if you would like them in a different format, please let me know your concerns, and I will make every effort to resolve them to your satisfaction.

**Attorney – Client Relationship.** Client has the right to terminate the Firm's services at any time. Similarly, the Firm may withdraw its representation if Client fails to timely pay its invoices, fails to disclose material facts, fails to timely communicate with the Firm, or if anything else occurs that, in the Firm's judgment, impairs its ability to continue an effective attorney-client relationship.

**Records.** Client should retain all originals and copies of documents for its own file and, if desired, for future reference. The Firm will create and maintain a file of information and documents relating to matters for which our services have been retained. During our representation, the Firm creates "work product," which consists of things such as attorney's handwritten notes, internal memos, and legal research. Work product belongs to and will remain the property of the Firm. At the conclusion of a particular matter, the Firm will retain the files in our office and/or at an off-site location for no more than five years. Once transferred to an off-site storage facility, there will be a per request charge to retrieve them. The Firm's files will be destroyed at some point after this five-year period unless Client has specifically made other arrangements in writing to preserve some or all of the files.

**Texas Lawyer's Creed.** On November 7, 1989, the Texas Supreme Court adopted the Texas Lawyer's Creed – a Mandate for Professionalism. A copy of the Creed is available from us upon request.





Town of Little Elm

March 7, 2024

Page | 3

If you have questions about the terms of our representation as set forth in this letter, please let me know. If Client agrees to the terms of this letter, please have Client's authorized representative sign below and then return to me. Again, we are pleased to have this opportunity to be of service and to work with you.

Very truly yours,



Julia Gannaway

[JG@RossGannaway.Law](mailto:JG@RossGannaway.Law)

Writer's Direct Dial: 817.332.8512

Agreed to and accepted on behalf of Client this \_\_\_\_\_ day of March 2024.

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Matt Mueller, Town Manager, Town of Little Elm, TX





**Date:** 03/19/2024  
**Agenda Item #:** 5. F.  
**Department:** Finance  
**Strategic Goal:** Provide a safe and welcoming environment for Little Elm residents and visitors  
**Staff Contact:** Jason Shroyer, Director of Public Works

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**AGENDA ITEM:**

Consider Action to Award **Bid 2024-05 for Manhole Replacement to Willco Underground, in the Estimated Amount of \$1,950,000.**

**DESCRIPTION:**

At the end of 2022, the Town of Little Elm (Town) discovered corrosion damage to approximately 25 manholes located primarily along two existing wastewater interceptors near the Town's wastewater treatment plant. The first wastewater interceptor is located within a neighborhood development along Graystone Drive from Peppertree Drive south until Eldorado Parkway. The second wastewater interceptor runs parallel along Eldorado Parkway from Little Elm Parkway until Brenda Lane. The Town retained Kimley-Horn and Associates, Inc. (KH) to perform a condition assessment and provide recommendations on rehabilitation and/or replacement measures to improve the damaged manholes. This project is for removal and replacement of 20 of these manholes.

On February 27, 2024, the Town received bids for manhole replacement services. Bids were advertised in the local paper and posted on the Town's eProcurement system. Four hundred four (404) vendors were notified, with five (5) contractors responding. Staff recommends WillCo Underground of Mansfield, Texas as the lowest responsible bidder.

**BUDGET IMPACT:**

Budget is identified in the Utility CIP program, and funding is planned from the future issuance of 2024 CO bonds. A reimbursement resolution was approved in February to begin these projects from the future 2024 CO Bonds issuance.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Tabulation  
KH Recommendation

Agreement

Town of Little Elm  
Manhole Replacement  
Bid 2024-05

				WillCo Underground (Osmus)		Quality Excavation, LTD (Blackjack Properties, LLC)		Rangeline Utility Services, LLC	
				Mansfield, TX		Aubrey, TX		Haslet, TX	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Manhole ID 221 - Rehab with FRP Manhole Li	1	LS	\$70,000.00	\$70,000.00	\$74,300.00	\$74,300.00	\$48,726.90	\$48,726.90
1.1	Mobilization	1	LS	\$25,000.00		\$12,000.00		\$10,883.10	
1.2	Construction	1	LS	\$25,000.00		\$19,300.00		\$35,243.80	
1.3	Bypass Pumping	1	LS	\$10,000.00		\$39,800.00		\$0.00	
1.4	Traffic Control	1	LS	\$10,000.00		\$3,200.00		\$2,600.00	
2	Manhole ID 223 - Remove and Replace with I	1	LS	\$120,000.00	\$120,000.00	\$112,500.00	\$112,500.00	\$271,690.16	\$271,690.16
2.1	Mobilization	1	LS	\$25,000.00		\$12,700.00		\$5,035.10	
2.2	Construction	1	LS	\$60,000.00		\$56,800.00		\$136,469.06	
2.3	Bypass Pumping	1	LS	\$25,000.00		\$39,800.00		\$127,586.00	
2.4	Traffic Control	1	LS	\$10,000.00		\$3,200.00		\$2,600.00	
3	Manhole ID 272 - Remove and Replace with I	1	LS	\$120,000.00	\$120,000.00	\$109,000.00	\$109,000.00	\$265,916.78	\$265,916.78
3.1	Mobilization	1	LS	\$25,000.00		\$12,700.00		\$5,035.10	
3.2	Construction	1	LS	\$60,000.00		\$51,400.00		\$130,695.68	
3.3	Bypass Pumping	1	LS	\$25,000.00		\$39,800.00		\$127,586.00	
3.4	Traffic Control	1	LS	\$10,000.00		\$5,100.00		\$2,600.00	
4	Manhole ID 273 - Rehab with FRP Manhole Li	1	LS	\$70,000.00	\$70,000.00	\$81,000.00	\$81,000.00	\$46,498.90	\$46,498.90
4.1	Mobilization	1	LS	\$25,000.00		\$12,200.00		\$10,883.10	
4.2	Construction	1	LS	\$25,000.00		\$22,700.00		\$33,015.80	
4.3	Bypass Pumping	1	LS	\$10,000.00		\$39,800.00		\$0.00	
4.4	Traffic Control	1	LS	\$10,000.00		\$6,300.00		\$2,600.00	
5	Manhole ID 274 - Rehab with Epoxy Coating	1	LS	\$95,000.00	\$95,000.00	\$70,400.00	\$70,400.00	\$42,484.90	\$42,484.90
5.1	Mobilization	1	LS	\$25,000.00		\$12,000.00		\$6,660.10	
5.2	Construction	1	LS	\$35,000.00		\$12,300.00		\$33,224.80	
5.3	Bypass Pumping	1	LS	\$25,000.00		\$39,800.00		\$0.00	
5.4	Traffic Control	1	LS	\$10,000.00		\$6,300.00		\$2,600.00	
6	Manhole ID 275 - Rehab with FRP Manhole Li	1	LS	\$70,000.00	\$70,000.00	\$80,700.00	\$80,700.00	\$46,088.90	\$46,088.90
6.1	Mobilization	1	LS	\$25,000.00		\$12,200.00		\$10,883.10	
6.2	Construction	1	LS	\$25,000.00		\$22,400.00		\$32,605.80	
6.3	Bypass Pumping	1	LS	\$10,000.00		\$39,800.00		\$0.00	
6.4	Traffic Control	1	LS	\$10,000.00		\$6,300.00		\$2,600.00	
7	Manhole ID 276 - Rehab with FRP Manhole Li	1	LS	\$70,000.00	\$70,000.00	\$81,900.00	\$81,900.00	\$47,407.90	\$47,407.90
7.1	Mobilization	1	LS	\$25,000.00		\$12,200.00		\$10,883.10	
7.2	Construction	1	LS	\$25,000.00		\$23,600.00		\$33,924.80	
7.3	Bypass Pumping	1	LS	\$10,000.00		\$39,800.00		\$0.00	
7.4	Traffic Control	1	LS	\$10,000.00		\$6,300.00		\$2,600.00	
8	Manhole ID 277 - Rehab with FRP Manhole Li	1	LS	\$70,000.00	\$70,000.00	\$80,400.00	\$80,400.00	\$45,887.90	\$45,887.90
8.1	Mobilization	1	LS	\$25,000.00		\$12,200.00		\$10,883.10	
8.2	Construction	1	LS	\$25,000.00		\$22,100.00		\$32,404.80	
8.3	Bypass Pumping	1	LS	\$10,000.00		\$39,800.00		\$0.00	
8.4	Traffic Control	1	LS	\$10,000.00		\$6,300.00		\$2,600.00	
9	Manhole ID 284 - Rehab with FRP Manhole Li	1	LS	\$70,000.00	\$70,000.00	\$92,800.00	\$92,800.00	\$59,491.90	\$59,491.90
9.1	Mobilization	1	LS	\$25,000.00		\$12,400.00		\$10,883.10	
9.2	Construction	1	LS	\$25,000.00		\$35,000.00		\$46,008.80	
9.3	Bypass Pumping	1	LS	\$10,000.00		\$39,800.00		\$0.00	
9.4	Traffic Control	1	LS	\$10,000.00		\$5,600.00		\$2,600.00	
10	Manhole ID 363 - Remove and Replace with I	1	LS	\$120,000.00	\$120,000.00	\$119,300.00	\$119,300.00	\$225,149.98	\$225,149.98
10.1	Mobilization	1	LS	\$25,000.00		\$12,900.00		\$5,035.10	
10.2	Construction	1	LS	\$60,000.00		\$63,400.00		\$144,828.88	
10.3	Bypass Pumping	1	LS	\$25,000.00		\$39,800.00		\$72,686.00	
10.4	Traffic Control	1	LS	\$10,000.00		\$3,200.00		\$2,600.00	
11	Manhole ID 416 - Rehab with Epoxy Coating	1	LS	\$95,000.00	\$95,000.00	\$67,300.00	\$67,300.00	\$36,959.90	\$36,959.90
11.1	Mobilization	1	LS	\$25,000.00		\$12,000.00		\$6,660.10	
11.2	Construction	1	LS	\$35,000.00		\$12,300.00		\$27,699.80	
11.3	Bypass Pumping	1	LS	\$25,000.00		\$39,800.00		\$0.00	
11.4	Traffic Control	1	LS	\$10,000.00		\$3,200.00		\$2,600.00	
12	Manhole ID 541 - Remove and Replace with I	1	LS	\$120,000.00	\$120,000.00	\$248,203.00	\$248,203.00	\$282,589.78	\$282,589.78
12.1	Mobilization	1	LS	\$25,000.00		\$77,103.00		\$5,035.10	
12.2	Construction	1	LS	\$60,000.00		\$89,000.00		\$147,368.68	
12.3	Bypass Pumping	1	LS	\$25,000.00		\$75,800.00		\$127,586.00	
12.4	Traffic Control	1	LS	\$10,000.00		\$6,300.00		\$2,600.00	
13	Manhole ID 542 - Rehab with FRP Manhole Li	1	LS	\$70,000.00	\$70,000.00	\$182,900.00	\$182,900.00	\$42,073.10	\$42,073.10
13.1	Mobilization	1	LS	\$25,000.00		\$76,300.00		\$10,883.10	
13.2	Construction	1	LS	\$25,000.00		\$27,700.00		\$28,590.00	
13.3	Bypass Pumping	1	LS	\$10,000.00		\$75,800.00		\$0.00	

				WillCo Underground (Osmus)		Quality Excavation, LTD (Blackjack Properties, LLC)		Rangeline Utility Services, LLC	
				Mansfield, TX		Aubrey, TX		Haslet, TX	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
13.4	Traffic Control	1	LS	\$10,000.00		\$3,100.00		\$2,600.00	
14	Manhole ID 576 - Remove and Replace with 11	1	LS	\$120,000.00	\$120,000.00	\$108,800.00	\$108,800.00	\$310,833.40	\$310,833.40
14.1	Mobilization	1	LS	\$25,000.00		\$12,600.00		\$5,035.10	
14.2	Construction	1	LS	\$60,000.00		\$53,300.00		\$137,630.30	
14.3	Bypass Pumping	1	LS	\$25,000.00		\$39,700.00		\$165,568.00	
14.4	Traffic Control	1	LS	\$10,000.00		\$3,200.00		\$2,600.00	
15	Manhole ID 802 - Remove and Replace with 11	1	LS	\$120,000.00	\$120,000.00	\$236,100.00	\$236,100.00	\$284,059.78	\$284,059.78
15.1	Mobilization	1	LS	\$25,000.00		\$77,100.00		\$5,035.10	
15.2	Construction	1	LS	\$60,000.00		\$76,800.00		\$148,838.68	
15.3	Bypass Pumping	1	LS	\$25,000.00		\$75,900.00		\$127,586.00	
15.4	Traffic Control	1	LS	\$10,000.00		\$6,300.00		\$2,600.00	
16	Manhole ID 928 - Remove and Replace with 11	1	LS	\$120,000.00	\$120,000.00	\$111,300.00	\$111,300.00	\$271,893.16	\$271,893.16
16.1	Mobilization	1	LS	\$25,000.00		\$12,800.00		\$5,035.10	
16.2	Construction	1	LS	\$60,000.00		\$55,500.00		\$136,672.06	
16.3	Bypass Pumping	1	LS	\$25,000.00		\$39,800.00		\$127,586.00	
16.4	Traffic Control	1	LS	\$10,000.00		\$3,200.00		\$2,600.00	
17	Manhole ID 1654 - Remove and Replace with 11	1	LS	\$120,000.00	\$120,000.00	\$113,100.00	\$113,100.00	\$334,937.96	\$334,937.96
17.1	Mobilization	1	LS	\$25,000.00		\$12,800.00		\$5,035.10	
17.2	Construction	1	LS	\$60,000.00		\$57,300.00		\$199,716.86	
17.3	Bypass Pumping	1	LS	\$25,000.00		\$39,800.00		\$127,586.00	
17.4	Traffic Control	1	LS	\$10,000.00		\$3,200.00		\$2,600.00	
18	Manhole ID 1821 - Remove and Replace with 11	1	LS	\$120,000.00	\$120,000.00	\$102,300.00	\$102,300.00	\$297,379.20	\$297,379.20
18.1	Mobilization	1	LS	\$25,000.00		\$12,800.00		\$5,035.10	
18.2	Construction	1	LS	\$60,000.00		\$46,600.00		\$162,158.10	
18.3	Bypass Pumping	1	LS	\$25,000.00		\$39,700.00		\$127,586.00	
18.4	Traffic Control	1	LS	\$10,000.00		\$3,200.00		\$2,600.00	
19	Manhole ID 2171 - Rehab with FRP Manhole 1	1	LS	\$70,000.00	\$70,000.00	\$81,700.00	\$81,700.00	\$50,857.90	\$50,857.90
19.1	Mobilization	1	LS	\$25,000.00		\$12,000.00		\$10,883.10	
19.2	Construction	1	LS	\$25,000.00		\$26,800.00		\$37,374.80	
19.3	Bypass Pumping	1	LS	\$10,000.00		\$39,700.00		\$0.00	
19.4	Traffic Control	1	LS	\$10,000.00		\$3,200.00		\$2,600.00	
20	Manhole ID 2199 - Remove and Replace Poly 1	1	LS	\$120,000.00	\$120,000.00	\$108,800.00	\$108,800.00	\$269,916.60	\$269,916.60
20.1	Mobilization	1	LS	\$25,000.00		\$12,600.00		\$5,035.10	
20.2	Construction	1	LS	\$60,000.00		\$53,300.00		\$134,695.50	
20.3	Bypass Pumping	1	LS	\$25,000.00		\$39,700.00		\$127,586.00	
20.4	Traffic Control	1	LS	\$10,000.00		\$3,200.00		\$2,600.00	

**\$1,950,000.00**

**\$2,262,803.00**

**\$3,280,845.00**

**WillCo Underground (Osmus)**

**Quality Excavation, LTD  
(Blackjack Properties, LLC)**

**Rangeline Utility Services, LLC**

**Note:**

Offers were received from Canary Construction, Inc. and Southern Trenchless Solutions, LLC. It was determined by the engineer, Kimley Horn, that these offers did not meet specifications.



March 13, 2024

Mr. Cody Collier  
Town of Little Elm  
1600 Mark Tree Lane  
Little Elm, TX 75068

**RE: *Manhole Replacement Project  
Recommendation of Award  
KH No. 064426308***

Dear Cody,

The Town of Little Elm received bids for the construction of the Manhole Replacement project. The project includes replacement and rehabilitation of existing wastewater manholes within the Town's system.

There were a total of five bidders with the following bids:

<b>BIDDERS</b>	<b>Bid Total</b>
Canary Construction, Inc.	\$859,000.00
Southern Trenchless Solutions, LLC.	\$1,020,149.70
WillCo Underground	\$1,950,000.00
Quality Excavation, LTD	\$2,262,803.00
Rangeline Utility Services, LLC	\$3,280,845.00

Bid Bonds were received for each of the five bidders. Canary Construction, Inc. appears to be the lowest bidder. After review of the bid and coordination with Canary, it is apparent that the project was not bid on a per each basis as stated in the bidding documents. Additionally, Canary's bid total is at such a low cost that it is the Engineer's opinion that it does not encompass all the cost incurred to complete this project.

Southern Trenchless Solutions, Inc. is the second lowest bidder. Southern Trenchless Solutions submitted an unapproved alternative to install FRP liners for all the manholes that were to be replaced with polymer concrete manholes. Therefore, Southern Trenchless Solutions bid is not valid.

WillCo underground appears to be the lowest responsible bidder and bid the project on a per each basis as stated in the bidding documents. WillCo has routinely been involved in water and wastewater construction projects of this type within the State of Texas.

We appreciate the opportunity to continue to work with the Town on this project. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, reading "Benjamin J. Gleichert". The signature is fluid and cursive, with the first name "Benjamin" and last name "Gleichert" clearly legible.

Ben Gleichert, P.E.  
Project Engineer

**STANDARD FORM OF AGREEMENT**  
**Manhole Rehabilitation**  
**2024-05**

This Agreement is by and between the Town of Little Elm (Owner) and WillCo Underground (Contractor). Owner and Contractor, in mutual consideration agree as follows:

**ARTICLE 1 - THE WORK**

**1.1 Work**

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in IFB 2024-05 Manhole Rehabilitation.

**ARTICLE 2 - CONTRACT DOCUMENTS**

**2.1 Intent of Contract Documents**

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

**2.2 Contract Documents Defined**

- A. The Contract Documents consist of the following documents:
  - 1. This Contract.
  - 2. Performance bond.

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3. Payment bond.
4. Maintenance bond.
5. Specifications/assessment listed in the Table of Contents.
6. Drawings as listed on the Drawing Sheet Index.
7. Addenda.
8. The following which may be delivered or issued on or after the Effective Date of the Contract:
  - a. Work Change Directives
  - b. Change Orders
  - c. Field Orders

### **ARTICLE 3 - ENGINEER**

#### **3.1 Engineer**

- A. The Engineer for this Project is:

**Kimley Horn**

### **ARTICLE 4 - CONTRACT TIMES**

#### **4.1 Contract Times**

- A. The Work will be substantially completed within **150** days after the Effective Date of the Contract and completed and ready for final payment within **180** days after the Effective Date of the Contract.

#### **4.2 Liquidated Damages**

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$1,000 for each day that expires after the Contract Time for substantial completion.

#### **4.3 Delays in Contractor's Progress**

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.

- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

#### 4.4 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

### ARTICLE 5 - CONTRACT PRICE

#### 5.1 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents, the lump sum amount of \$1,950,000 for all Work.
- B. Owner shall pay Contractor in accordance with the Contract Documents at the unit prices displayed in Exhibit A for each unit of Work completed.

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

### ARTICLE 6 - BONDS AND INSURANCE

#### 6.1 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but in any case, not less than one year after the date when final payment becomes due.

#### 6.2 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the State of Texas in which the Project is located with a minimum AM Best

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rating of A-VII or better. **Contractor shall provide insurance in accordance with the Town's Standard Insurance Requirements.**

- B. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- C. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

## **ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES**

### **7.1 Supervision and Superintendence**

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

### **7.2 Other Work at the Site**

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

### **7.3 Services, Materials, and Equipment**

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

### **7.4 Subcontractors and Suppliers**

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

## 7.5 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

## 7.6 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

## 7.7 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

## 7.8 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

## 7.9 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. All persons on the Site or who may be affected by the Work;
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or

omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

#### 7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

#### 7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by

Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

#### 7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

### ARTICLE 8 - OWNER'S RESPONSIBILITIES

#### 8.1 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

### ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

#### 9.1 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise

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owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

## **ARTICLE 10 - CHANGES IN THE WORK**

### **10.1 Authority to Change the Work**

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

### **10.2 Change Orders**

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  - 3. Changes in the Contract Price or Contract Times or other changes, which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## **ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS**

### **11.1 Differing Conditions Process**

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such

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condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. After receipt of written notice, Engineer will promptly:
1. Review the subsurface or physical condition in question;
  2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
  3. Determine whether the condition falls within the differing site condition as stated herein;
  4. Obtain any pertinent cost or schedule information from Contractor;
  5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
  6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

## **ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION**

### **12.1 Claims Process**

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event-giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

## **ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK**

### **13.1 Tests and Inspections**

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.



- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

#### 13.2 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

### ARTICLE 14 - PAYMENTS TO CONTRACTOR

#### 14.1 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Owner and Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

#### 14.2 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Owner and Engineer, by the tenth (10<sup>th</sup>) of each month for the prior month (1<sup>st</sup> – 31<sup>st</sup>), to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

#### 14.3 Retainage

- A. The Owner shall retain five percent (5%) of each progress payment until the Work is substantially complete.

#### 14.4 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.

- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

#### 14.5 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 14.6 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will inspect the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion, which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

#### 14.7 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.8 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
  1. All documentation called for in the Contract Documents;
  2. Consent of the surety to final payment;
  3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
  4. A list of all disputes that Contractor believes are unsettled; and

5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

#### 14.9 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

### ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

#### 15.1 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

#### 15.2 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
  2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

### 15.3 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
  - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid because of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

### 15.4 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

## ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

### 16.1 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
  - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
    - a. The cost, progress, and performance of the Work;
    - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
    - c. Contractor's safety precautions and programs.

5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 17 - MISCELLANEOUS**

### **17.1 Cumulative Remedies**

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### **17.2 Limitation of Damages**

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

### **17.3 No Waiver**

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

### **17.4 Survival of Obligations**

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

### **17.5 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

### **17.6 Controlling Law**

- A. This Contract is governed by the laws of the state of Texas.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: Matthew Mueller

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

Title: Town Manager

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

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Address for giving notices:

Address for giving notices:

Town of Little Elm

\_\_\_\_\_

100 West Eldorado Pkwy

\_\_\_\_\_

Little Elm, TX 75068

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**Date:** 03/19/2024  
**Agenda Item #:** 5. G.  
**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

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**AGENDA ITEM:**

Consider Action to Award a **Proposed Construction Contract to Crossland Construction Company, Inc. for the Little Elm Public Safety Annex Project in an Amount Not to Exceed \$15,017,156.**

**DESCRIPTION:**

In July 2023, Town staff issued a Request for Qualifications (RFQ) seeking contractors with experience in completing municipal public safety buildings for the Public Safety Annex Project. Three construction firms responded to the RFQ, and after each response was evaluated and ranked by staff, Crossland Construction was selected as the recommended contractor to build the project. The design and pre-construction phases are complete, and the contractor has provided final budget pricing for the project.

The Public Safety Annex Project is located near the intersection of FM 720 (Oak Grove Pkwy) and Ryan Spiritas Pkwy. The project includes the construction of an approximately 15,500 square-foot joint-use facility utilized by the police and fire departments. The building will serve as Fire Station #4, as well as a police sub-station. This project will improve the Town's ability to provide public safety services to the northern areas of Little Elm.

Construction Manager at Risk (CMAR) is a construction project delivery method that requires a commitment by the construction manager to deliver the project within a Guaranteed Maximum Price (GMP). The construction manager also acts as a consultant to the Town in the development and design phases (preconstruction), and as the general contractor during the construction phase. The pre-construction phase has been completed, and Crossland has submitted a Guaranteed Maximum Price (GMP) proposal and draft contract documents. Staff are continuing to work with the contractor to identify additional cost savings. The proposal also includes proposed "add-alternates", which are additional improvements that could be included in the project at a later time.

**BUDGET IMPACT:**

The Capital Improvement program has identified this project and funding is coming from the 2022 CO issuance, future bond issuance planned this summer, and additional funding provided by the developer of Spiritas Ranch.

\$	12,358,241	Construction Costs
\$	1,638,089	General Conditions, Fees, Insurance
\$	920,826	Alternates
\$	100,000	Additional Contingency
\$	<b>15,017,156</b>	<b>Total GMP</b>

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Proposed GMP

Draft CMAR Agreement



# Guaranteed Maximum Price Little Elm Public Safety Annex March 4, 2024



**CROSSLAND**  
CONSTRUCTION COMPANY, INC.



March 4, 2024

Wesley Brandon, P.E.  
Assistant Director of Development Services/Town Engineer  
100 West Eldorado Pkwy  
Little Elm, Texas 75068

**RE: Little Elm Public Safety Annex  
Guaranteed Maximum Price Proposal**

Dear Mr. Brandon:

Crossland Construction Company, Inc. ("CROSSLAND") is pleased to submit our Guaranteed Maximum Price ("GMP") Proposal for the Little Elm Public Safety Annex ("Project").

This proposal is based on the AIA A133-2019 Standard Form of Agreement Between Owner and Contractor and AIA A201-2017 General Conditions of the Contract for Construction Between Town of Little Elm ("Owner") and CROSSLAND ("CMAR") and the Construction Documents issued by Brown Reynolds Watford Architects and their Consultants ("Architect").

We appreciate being part of your project team and helping make your project successful. If you have any questions regarding our proposal or need additional information, please do not hesitate to call.

Best regards,



Rocky Hussman  
Division Manager  
rhussman@crossland.com

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## Section One – Proposal Summary

### Executive Summary

This Guaranteed Maximum Price (“GMP”) Proposal is based upon the documents prepared by BRW and their Consultants as detailed in the enclosed Document Log.

Further project scope definition has been developed by **CROSSLAND**, and various qualifications that are included in this proposal.

From this data, we hereby propose a Guaranteed Maximum Price of **Thirteen Million Nine Hundred Ninety-Six Thousand Three Hundred Thirty Dollars (\$13,996,330.00)**. See enclosed Guaranteed Maximum Price Summary for a detailed cost breakdown of which the GMP amount is based.

The GMP amount does NOT include the Alternates which are itemized in the Appendix.

We have developed and enclosed a Project Schedule, which indicates the agreed upon schedule objectives for the project.

- |                                      |                |
|--------------------------------------|----------------|
| • Submit GMP                         | March 4, 2024  |
| • Council Approval of GMP            | March 19, 2024 |
| • Issue Building Permit on or before | April 1, 2024  |
| • Notice to Proceed                  | April 1, 2024  |
| • Substantial Completion             | June 5, 2025   |

**CROSSLAND** recommends that the attached documents be carefully reviewed; questions and comments be referred back to us for resolution; and the overall project be approved for further progress.

GUARANTEED MAXIMUM PRICE PROPOSAL



Project: Little Elm Public Safety Annex  
Date: March 4, 2024

BID PACKAGE	DESCRIPTION	# BIDS	SITE	2.93 \$/Acre	BUILDING	15,751 \$/SF	TOTAL	15,751 \$/SF	%
01A	General Requirements		\$ 125,138	\$ 42,753	\$ 232,400	\$ 14.75	\$ 357,538	\$ 22.70	2.55%
01C	Materials Testing		\$ -	\$ -	\$ -	\$ -	BY OWNER	\$ -	0.00%
02A	Existing Conditions	2	\$ -	\$ -	\$ 2,739	\$ 0.17	\$ 2,739	\$ 0.17	0.02%
31A	Earthwork	9	\$ 243,831	\$ 83,304	\$ 76,068	\$ 4.83	\$ 319,899	\$ 20.31	2.29%
31B	Erosion Control	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
31C	Termite Treatment	2	\$ -	\$ -	\$ 945	\$ 0.06	\$ 945	\$ 0.06	0.01%
32A	Landscaping & Irrigation	11	\$ 194,873	\$ 66,578	\$ -	\$ -	\$ 194,873	\$ 12.37	1.39%
32D	Pavement Markings	2	\$ 13,725	\$ 4,689	\$ -	\$ -	\$ 13,725	\$ 0.87	0.10%
32F	Fencing	5	\$ 223,088	\$ 76,217	\$ -	\$ -	\$ 223,088	\$ 14.16	1.59%
33A	Site Utilities	5	\$ 399,576	\$ 136,514	\$ -	\$ -	\$ 399,576	\$ 25.37	2.85%
03A	Cast-in-Place Concrete	4	\$ 800,000	\$ 273,317	\$ 1,415,440	\$ 89.86	\$ 2,215,440	\$ 140.65	15.83%
03B	Polished Concrete	9	\$ -	\$ -	\$ 34,874	\$ 2.21	\$ 34,874	\$ 2.21	0.25%
04A	Masonry	5	\$ 88,500	\$ 30,236	\$ 1,247,700	\$ 79.21	\$ 1,336,200	\$ 84.83	9.55%
05A	Structural & Miscellaneous Steel	8	\$ 19,500	\$ 6,662	\$ 801,357	\$ 50.88	\$ 820,857	\$ 52.11	5.86%
06A	Woods and Plastics	11	\$ -	\$ -	\$ 275,568	\$ 17.50	\$ 275,568	\$ 17.50	1.97%
06B	Heavy Timber	3	\$ -	\$ -	\$ 257,357	\$ 16.34	\$ 257,357	\$ 16.34	1.84%
07A	Roofing	2	\$ -	\$ -	\$ 343,140	\$ 21.79	\$ 343,140	\$ 21.79	2.45%
07B	Waterproofing	5	\$ 8,900	\$ 3,041	\$ 121,569	\$ 7.72	\$ 130,469	\$ 8.28	0.93%
07D	Fiber Cement Paneling	3	\$ -	\$ -	\$ 257,958	\$ 16.38	\$ 257,958	\$ 16.38	1.84%
08A	Doors & Hardware	3	\$ -	\$ -	\$ 250,782	\$ 15.92	\$ 250,782	\$ 15.92	1.79%
08B	Glass & Glazing	5	\$ -	\$ -	\$ 228,205	\$ 14.49	\$ 228,205	\$ 14.49	1.63%
08C	Overhead Doors	6	\$ -	\$ -	\$ 84,820	\$ 5.39	\$ 84,820	\$ 5.39	0.61%
09A	Drywall & Acoustical	7	\$ -	\$ -	\$ 778,385	\$ 49.42	\$ 778,385	\$ 49.42	5.56%
09B	Flooring	7	\$ -	\$ -	\$ 60,996	\$ 3.87	\$ 60,996	\$ 3.87	0.44%
09C	Tile	5	\$ -	\$ -	\$ 111,874	\$ 7.10	\$ 111,874	\$ 7.10	0.80%
09D	Painting	7	\$ -	\$ -	\$ 115,770	\$ 7.35	\$ 115,770	\$ 7.35	0.83%
10A	Misc Specialties	6	\$ -	\$ -	\$ 86,783	\$ 5.51	\$ 86,783	\$ 5.51	0.62%
10B	Signage	2	\$ -	\$ -	\$ 84,025	\$ 5.33	\$ 84,025	\$ 5.33	0.60%
10C	Pre-Fabricated Canopies	3	\$ -	\$ -	\$ 34,275	\$ 2.18	\$ 34,275	\$ 2.18	0.24%
10D	Lockers	5	\$ -	\$ -	\$ 105,446	\$ 6.69	\$ 105,446	\$ 6.69	0.75%
11A	Equipment	5	\$ -	\$ -	\$ 143,575	\$ 9.12	\$ 143,575	\$ 9.12	1.03%
12A	Furnishings	4	\$ -	\$ -	\$ 9,270	\$ 0.59	\$ 9,270	\$ 0.59	0.07%
13A	Fuel Station	0	\$ -	\$ -	\$ -	\$ -	See Alternate D	\$ -	0.00%
14A	Elevators	0	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	0.00%
21A	Fire Protection	10	\$ -	\$ -	\$ 78,561	\$ 4.99	\$ 78,561	\$ 4.99	0.56%
22A	Plumbing	5	\$ -	\$ -	\$ 474,029	\$ 30.10	\$ 474,029	\$ 30.10	3.39%
23A	HVAC	9	\$ -	\$ -	\$ 809,877	\$ 51.42	\$ 809,877	\$ 51.42	5.79%
26A	Electrical	4	\$ -	\$ -	\$ 1,327,530	\$ 84.28	\$ 1,327,530	\$ 84.28	9.48%
27A	Communications	3	\$ -	\$ -	\$ 88,375	\$ 5.61	\$ 88,375	\$ 5.61	0.63%
27B	Audio/Visual	3	\$ -	\$ -	\$ 56,100	\$ 3.56	\$ 56,100	\$ 3.56	0.40%
28A	Fire Alarm	7	\$ -	\$ -	\$ 35,955	\$ 2.28	\$ 35,955	\$ 2.28	0.26%
28B	Security	2	\$ -	\$ -	\$ 68,205	\$ 4.33	\$ 68,205	\$ 4.33	0.49%
28C	Access Controls	1	\$ -	\$ -	\$ 141,156	\$ 8.96	\$ 141,156	\$ 8.96	1.01%
28D	Dispatch Alerting System		\$ -	\$ -	\$ -	\$ -	BY OWNER	\$ -	0.00%
28E	Emergency Radio Communication System		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
	TOTAL BIDS RECEIVED	195							
	SUBTOTAL DIRECT COST OF WORK		\$ 2,117,131	\$ 723,311	\$ 10,241,110	\$ 650.19	\$ 12,358,241	\$ 784.60	88.30%
	Design/Estimating Contingency		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
	ALLOWANCE No. 1 Owner's Contingency		\$ 15,000	\$ 5,125	\$ 35,000	\$ 2.22	\$ 50,000	\$ 3.17	0.36%
	ALLOWANCE No. 2 Construction Manager's Contingency		\$ 50,000	\$ 17,082	\$ 250,000	\$ 15.87	\$ 300,000	\$ 19.05	2.14%
	ALLOWANCE No. 3 Back-feed Water Line from Subdivision		\$ 60,000	\$ 20,499	\$ -	\$ -	\$ 60,000	\$ 3.81	0.43%
	Plan Review and Permit Fees		\$ -	\$ -	\$ -	\$ -	BY OWNER	\$ -	0.00%
	Payment & Performance Bond		\$ 20,829	\$ 7,116	\$ 93,941	\$ 5.96	\$ 114,770	\$ 7.29	0.82%
	Maintenance Bond		\$ 1,524	\$ 521	\$ 6,874	\$ 0.44	\$ 8,398	\$ 0.53	0.06%
	GL Insurance & Safety		\$ 19,051	\$ 6,509	\$ 85,922	\$ 5.46	\$ 104,972	\$ 6.66	0.75%
	Builder's Risk Insurance		\$ 5,080	\$ 1,736	\$ 22,912	\$ 1.45	\$ 27,993	\$ 1.78	0.20%
	General Conditions		\$ 151,233	\$ 51,668	\$ 280,861	\$ 17.83	\$ 432,094	\$ 27.43	3.09%
	Preconstruction Phase Fee		\$ 5,000	\$ 1,708	\$ 10,000	\$ 0.63	\$ 15,000	\$ 0.95	0.11%
	Construction Phase Fee		\$ 95,254	\$ 32,543	\$ 429,609	\$ 27.28	\$ 524,862	\$ 33.32	3.75%
TOTAL GUARANTEED MAXIMUM PRICE			\$ 2,540,101	\$ 867,817	\$ 11,456,228	\$ 727.33	\$ 13,996,330	\$ 888.60 /SF	

\$ 3,102,057

\$ (561,956)

\$ 10,902,112

\$ 554,116

\$ 14,004,169

\$ (7,839)

50% Estimate

OVER / (UNDER)

ALTERNATES:

A. Provide Earthwork and Building Pad Preparation to limit post-construction movement to 3/4" in lieu of 1".	\$ 78,885
B. Provide exterior Motorized Security Grilles behind front facing Apparatus Bay Doors including associated miscellaneous steel and	\$ 77,794
C. Provide Pre-Manufactured Aluminum Vehicular Parking Canopy with Metal Panel Roof Cover and associated foundations and Elec	\$ 212,181
D. Provide complete Fuel System with above ground concrete gas/diesel tank and DEF tote.	\$ 551,966

**2****Section Two – Basis of Proposal****Introduction**

This section of Guaranteed Maximum Price (GMP) Proposal describes clarifications, qualifications, assumptions, and exclusions from which our proposal is based.

For those items that are identified as **excluded**, no cost or time has been accounted for in the GMP Proposal to address the issue. For those items that are **clarified, qualified** or based on an **assumption**, the GMP proposal reflects only the cost and time of the element as assumed or clarified.

Any modifications to the following clarifications, qualifications, assumptions, and exclusions may result in a change to GMP and/or the Project Schedule.

**Cost Basis of GMP**

**CROSSLAND's** Guaranteed Maximum Price (GMP) Proposal is based upon the following listed in order of precedence:

1. These GMP Clarifications, Qualifications, Assumptions, and Exclusions
2. Drawings
3. Specifications
4. The Agreement between Owner and Contractor

Changes or revisions to the foregoing information could result in a modification to the GMP price and/or Project Schedule. As such, the Owner must carefully review all the criteria used to develop this GMP Proposal and request any revisions to the same, so that a modified GMP Proposal can be prepared.

**Bonds and Insurance**

1. **Payment and Performance Bonds** for **CROSSLAND** are included in the GMP at a rate of 0.82%.
2. GMP includes following insurance coverages and rates:

<b>General Liability Insurance</b>	0.75%
<b>Builder's Risk Insurance</b>	0.20%

**Permits and Fees**

1. GMP **excludes** Plan Review Fees and Building Permit Fees.
2. Impact and/or Tap Fees for water and sanitary sewer are **excluded**.
3. GMP **excludes** any and all costs and/or Fees for Franchise Utilities (ie. Atmos, Oncor, AT&T, etc...)

## Contingency

GMP includes the following Contingencies:

- |                             |                 |
|-----------------------------|-----------------|
| A. Owner's Contingency      | \$50,000        |
| B. Construction Contingency | \$300,000       |
| C. Escalation Contingency   | <b>EXCLUDED</b> |
| D. Design Contingency       | <b>EXCLUDED</b> |

- A. The **Construction Contingency** shall be available for the exclusive use of **CROSSLAND** with approval by the Owner to provide funds to address items such as, by way of example: (1) estimating, coordination and/or procurement errors and/or omissions, (2) overtime and other costs of accelerating and/or recovering for time lost related to the Work (which are not otherwise the basis of entitlement to a Change Order), (3) interfacing omissions between and from the various categories of work, (4) additional costs incurred due to the withdrawal or disqualification of a subcontractor bid forming the basis for the GMP prior to execution of a written subcontract, (5) cost increases due to unanticipated local labor conditions, selective overtime, or the like. **Construction Contingency** is **NOT** intended to provide for costs associated with Owner initiated changes, design changes, design intent, unknown, unforeseen, concealed, or unrevealed physical conditions, force majeure events (ie. escalation) or other items for which **CROSSLAND** may be entitled to a Change Order in accordance with the Agreement. The **Construction Contingency** shall be increased by any savings as a result of the buyout process.
- B. **Owner Contingency** has been included in the GMP Proposal to address issues such as enlarging the size of the project, level of service of the components, modifications or acceleration of project schedule, additional quality to project components not currently reflected in the Drawings or Specifications and material and/or equipment cost escalation. The **Owner Contingency** shall be available for the exclusive use for the Town of Little Elm.

## General Clarifications

1. The only price guarantee within this GMP is that of the proposed Total GMP amount. There are no individual line item guarantees within the GMP. Individual line item savings (i.e. Buyout Savings) within the GMP shall be reallocated to the Construction Contingency for **CROSSLAND's** use throughout the Construction Phase of the project.
2. GMP **excludes** Sales Tax on materials incorporated into the real property in accordance with the Agreement.
3. GMP includes the **Construction Manager's Fee** at a rate of 3.75%.
4. Public Agency reviews or approvals and associated fees are **excluded** from the GMP.
5. 3<sup>rd</sup> party and agency testing and inspection services are **excluded** from the GMP.
6. Any rates, multipliers, etc...included in the GMP shall be billed as a fixed sum and shall be auditable for proper allocation but not composition.
7. The Notice to Proceed ("NTP") for commencement of construction shall not be effective until all of the following conditions have been met:
  - a) Execution of the GMP Amendment
  - b) Proof of Insurance
  - c) Payment and Performance Bonds have been properly recorded
  - d) Issuance of required Permits
  - e) Issuance of "For Construction" Documents
  - f) Signed NOI for a TCEQ Permit

## **Package Specific Clarifications, Qualifications, Assumptions & Exclusions**

The following definition represents the basis of our estimate and serves as the Proposal for the project. The estimated costs were developed based upon the project documents listed in the appendices and schedule data described elsewhere in this report, and the assumptions, clarifications and design criteria presented under this section. The following clarifications, qualifications, assumptions, and exclusions represent the basis of our Proposal.

### **01A – General Requirements**

1. GMP **excludes** Construction Materials Testing
2. GMP **excludes** Cost and/or Resource Loading of the Construction Schedule
3. GMP **excludes** any and all BIM requirements. **CROSSLAND** shall utilize BIM as they deem necessary and in the manner in which they deem appropriate.
4. GMP **excludes** any and all requirements and/or goals for recycling of construction trash and debris
5. In establishing the price for the Proposal, **CROSSLAND** understands that reasonable substitutions may be made to specified materials except where otherwise noted. Substitution Requests shall be submitted and approved in accordance with the Contract Documents.

### **02A – Existing Conditions**

1. No Comments.

### **31A – Earthwork**

1. GMP includes Building Pad Prep to reduce post-construction movement to 1" in accordance with the Geotech Report which includes 8' of Moisture Conditioning with a 12" Select Fill Cap.
2. GMP includes Paving Subgrade Prep per the Site/Paving Legend on Sheet C1.0.

### **31B – Erosion Control**

1. No Comments.

### **31C – Termite Treatment**

1. No Comments.

### **32A – Landscaping & Irrigation**

1. Plant sizes may vary from plan, alternate submissions are based on industry standards and current availability.

### **32D – Pavement Markings**

1. No Comments.

### **32F – Fencing**

1. No Comments.



### **33A – Site Utilities**

1. GMP **excludes** a remote Fire Department Connection.
2. GMP **excludes** permanent water meters.
3. GMP includes an **Allowance** of **\$60,000** to back-feed the water line from the subdivision

### **03A – Cast-In-Place Concrete**

3. GMP **excludes** non-destructive testing.
4. GMP **excludes** PIR insulation boards.
5. GMP includes stamped concrete where designated by note 3210.39 on Sheet AS1.1.
6. GMP includes Auger Cast Piles P1 1'-6" diameter 48'-0" long and P3 2'-0" diameter 50'-0" long.
7. GMP includes Paving and Sidewalk thicknesses per the Site/Paving Legend on Sheet C1.0.

### **03B – Polished Concrete**

1. GMP includes options for Class 3 "CONC-01" or Class 3 "CONC-03" per specifications.

### **04A – Masonry**

1. No Comments.

### **05A – Structural & Miscellaneous Steel**

1. No Comments.

### **06A – Woods and Plastics**

1. GMP **excludes** 114 Workstations.
2. GMP includes standard grade plastic laminate, upcharge for premium grade selection.

### **06B – Heavy Timber**

1. GMP includes #2 Grade Western Red Cedar Timbers.

### **07A – Roofing**

1. GMP includes a Carlisle Fleeceback fully adhered 80mil TPO roofing membrane over ½" coverboard fully adhered to 2 layers 2.2" Polyisocyanurate Isolation Board for an R-value of 25.
2. GMP includes a Berridge 24-gauge standing seam metal panel over 2 layers of Polyisocyanurate Insulation Board with HT underlayment.

### **07B – Waterproofing**

1. No Comments.

### **07D – Fiber Cement Panels**

1. GMP includes Berridge 12" flush 24-gauge seam soffit panels at canopy soffits, per manufacturer's standard colors & finishes.

2. GMP includes Nichiha 18" fiber cement wall panels (AWP-3030) installed horizontally.

#### **08A – Doors & Hardware**

1. No Comments.

#### **08B – Glass & Glazing**

1. No Comments.

#### **08C – Overhead Doors**

1. GMP includes (4) Aluminum Sectional Doors.
2. GMP **excludes** any coiling roll up grilles (see Alternates).

#### **09A – Drywall & Acoustical**

1. GMP includes Rulon Wood Ceilings with ¾" blades (Red Oak with White Oak finish).

#### **09B – Flooring**

1. No Comments.

#### **09C – Tile**

1. No Comments.

#### **09D – Painting**

2. No Comments.

#### **10A – Miscellaneous Specialties**

1. GMP **excludes** pallet and bulk racks.
2. GMP **excludes** stainless wire shelving.
3. Wire Mesh 102213:
  - a. GMP includes 6 gauge welded wire in a 2" x 2" square.
4. GMP includes the following types and quantities of Misc. Specialties:
  - (6) Soap/Shampoo Dish
  - (5) Grab Bar, 36"
  - (5) Grab Bar, 42"
  - (6) Shower Curtain, Rod, & Hooks
  - (4) Shower Grab Bar, 24"
  - (2) Shower Grab Bar, 48"
  - (2) Towel Bar
  - (1) Anti-Ligature Grab Bar, 36"
  - (1) Anti-Ligature Grab Bar, 48"
  - (1) Anti-Ligature Mirror, 18" x 36"
  - (1) Anti-Ligature Toilet Paper Dispenser
  - (1) Vandal Resistant Paper Towel Dispenser/Waste Receptacle
  - (8) Toilet Paper Dispenser

- (7) Paper Towel Dispenser/Waste Receptacle
- (1) Stainless Steel Framed Mirror, 24" x 48"
- (5) Stainless Steel Framed Mirror, 48" x 48"
- (1) Stainless Steel Framed Mirror, 56" x 48"
- (8) Wall Hook
- (2) Mop/Broom Holder
- (2) Glass Marker Board, 4' x 4'
- (3) Glass Marker Board, 4' x 10'
- (1) Tack Board, 4' x 4'
- (27) Tack Board on Lockers

### **10B – Signage**

1. GMP **excludes** Core Value Graphics and Police Badge in Corridor 123 and Fire Patch Logos in Corridor 135.

### **10C – Pre-Fabricated Canopies**

1. No Comments.

### **10D – Lockers**

1. Metal Personal Lockers 105113:
  - a. GMP **excludes** drawers and electronic kiosks.
  - b. GMP includes Two-Tier Spacesaver metal lockers with punch outs for power and combination locks.
2. Evidence Lockers 105117:
  - a. GMP **excludes** electronic kiosks.
  - b. GMP includes non-pass-through mechanically locked units.

### **11A - Equipment**

1. GMP includes (1) Unimac Washer/Extractor.
2. GMP includes (2) Unimac Top Load Washer.
3. GMP includes (3) Unimac Dryer.
4. GMP includes (1) Ram Air Gear Dryer.
5. GMP **excludes** the following Equipment.
  - a. Alert Central Station
  - b. Chemical Injection Pump
  - c. Alert Station Panels
  - d. Breathing Air Change Station
  - e. Breathing Air Compressor
  - f. Tank Storage Rack
  - g. Fitness Equipment
  - h. Flammable Liquid Cabinet
  - i. Sauna

### **12A – Furnishings**

1. GMP **excludes** all Toiletries.
2. GMP **excludes** all Linens.

### **13A – Fuel Station**

1. GMP **excludes** fuel stations (see Alternates).
  - a. Alternate pricing **excludes** exposed aggregated on Convault Tank (no longer available). Exterior will be smooth finished concrete.
  - b. Alternate pricing **excludes** double wall piping.
  - c. Alternate pricing **excludes** final Access Control requirements.

### **14A – Elevators**

1. N/A.

### **21A – Fire Protection**

1. GMP **excludes** Fire Pump, Jockey Pump and Controller.
2. GMP **excludes** Pre-Action and Clean Agent Systems.

### **22A – Plumbing**

1. GMP includes PVC piping for below grade Waste, Vent, Storm and Grease Waste and no Hub Cast Iron piping for these same systems above grade.
2. GMP includes a Park SOCMP-1000 Sand/Oil Interceptor.

### **23A – HVAC**

1. GMP includes Building Automation System (BAS) in accordance with 23 09 00
2. GMP includes NEBB Test and Balance.
3. GMP includes five (5) AirHawk Air Purification Fans and **excludes** a Vehicle Exhaust System.
4. GMP includes Commissioning Assistance and **excludes** Commissioning Services and Commissioning Agent.

### **26A – Electrical**

1. GMP **excludes** any concrete duct banks.
2. GMP includes a 450 kW Diesel Emergency Generator, 1200A ATS, and 800A ATS.
3. GMP **excludes** Generator Docking Station. **\*\* (DS for portable generator is shown) \*\***
4. GMP includes Lightning Protection

### **27A – Communications**

1. No Comments.

### **27B – Audio-Visual**

1. No Comments.

**28A – Fire Alarm**

1. No Comments.

**28B – Security**

1. GMP **excludes** an Intrusion Detection System.
2. GMP includes a Surveillance Video System.

**28C – Access Controls**

1. GMP **excludes** the Access Control Head End Server.
2. GMP includes the card readers and the connectivity to the door hardware.

**28D – Dispatch Alerting System**

1. GMP **excludes** a Dispatch Alerting System.

**28E – Emergency Radio Communication System**

1. GMP **excludes** an Emergency Responder Radio System.

## Allowances

The following Allowances are included in GMP in accordance with the Contract Documents. These Allowances are intended to provide for all direct and indirect construction costs associated with each of these items.

Upon final determination of the actual cost, the GMP Allowance shall be revised by replacing the Allowance amount with the actual cost of the item or scope. In the event the actual cost is less than the specified Allowance, the cost savings shall be reallocated to the Construction Contingency. In the event the actual cost exceeds that of the Allowance, such overrun shall be funded using the Contingency.

### Lump Sum Allowances

- |  |          |
|--|----------|
| 1. Back-feed Water Line from Subdivision | \$60,000 |
|--|----------|

## Alternates

The following Alternates are **NOT** included in the GMP in accordance with the Contract Documents. These Alternates are intended to provide for all direct and indirect construction costs associated with each of these items. If any of the Alternates are accepted/approved then the GMP amount would be increased accordingly. Pricing for said Alternates is only good for thirty (30) days, therefore, must be accepted/approved no later than April 19, 2024 otherwise Crossland will need to re-price the Alternates.

- |  |                         |
|--|-------------------------|
| A. Provide earthwork and building pad preparation to limit post-construction movements to ¾" in lieu of 1", refer to Structural and Geotechnical Report.                         | <b>ADD    \$78,885</b>  |
| B. Provide exterior motorized security grilles behind front facing (North) Apparatus Bay overhead sectional doors and the associated miscellaneous steel and controls interface. | <b>ADD    \$77,794</b>  |
| C. Provide pre-manufactured aluminum vehicular parking canopy with metal panel roof cover and associated foundations and Electrical/Lighting.                                    | <b>ADD    \$212,181</b> |
| D. Provide complete fueling system with above ground concrete gas/diesel and DEF tote.   | <b>ADD    \$551,966</b> |

## Unit Prices

The following Unit Prices represent the direct cost only:

Auger Cast Piles 18"	ADD	\$100.00/LF	DEDUCT (\$10.00/LF)
Auger Cast Piles 24"	ADD	\$150.00/LF	DEDUCT (\$18.00/LF)
Import Topsoil	ADD	\$36.00/CY	
Rock Excavation	ADD	\$12.00/CY	
Light Pole Bases	ADD	\$1,000.00/EA	
Pipe Bollards	ADD	\$1,500.00/EA	
Sod, Bermuda	ADD	\$0.75/SF	
Hydromulch, Bermuda	ADD	\$0.50/SF	
Temporary Irrigation	ADD	\$1.25/SF	

## Project Staff Hourly Rates

Project Executive	\$150.00/Hour
Sr. Project Manager	\$125.00/Hour
Project Manager	\$100.00/Hour
Project Engineer	\$ 65.00/Hour
General Superintendent	\$150.00/Hour
Superintendent	\$125.00/Hour
Assistant Superintendent	\$ 75.00/Hour
Field Engineer	\$ 65.00/Hour

## **Appendix – Document Log**

The subsequent pages contain the Document Log.

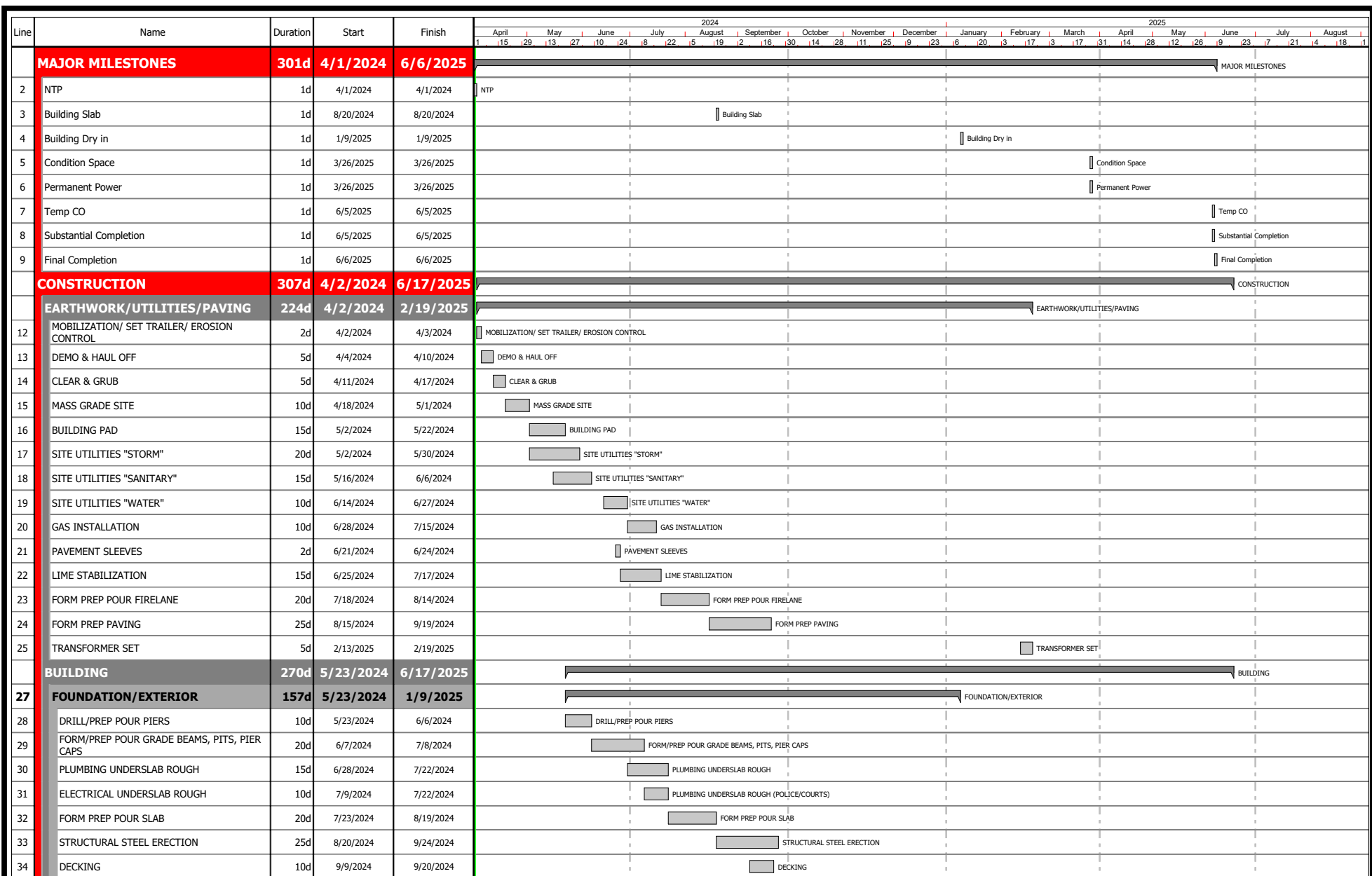






























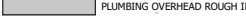
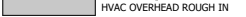




DOCUMENTS LOG										
Project:	Little Elm Public Safety Annex		50% DD	100% DD	50% CD	95% CD	IFB	Addendum #1	Addendum #2	
Owner:	Town of Little Elm									
Contractor:	Crossland Construction									
Architect:	Brown Reynolds Walford									
	Latest Date Revision:	2/20/2024								
CIVIL			8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024	2/13/2024	2/20/2024	
C0.0	BOUNDARY AND TOPOGRAPHIC SURVEY	8/31/2023								
C0.1	GENERAL NOTES	1/22/2024					1/22/2024			
C0.2	GENERAL NOTES	1/22/2024					1/22/2024			
C0.3	GENERAL NOTES	1/22/2024					1/22/2024			
C1.0	SITE PLAN	1/22/2024				12/8/2023	1/22/2024			
C1.1	PAVING DETAILS	1/22/2024				12/8/2023	1/22/2024			
C1.2	PAVING DETAILS	1/22/2024				12/8/2023	1/22/2024			
C1.3	PAVING DETAILS	1/22/2024				12/8/2023	1/22/2024			
C1.4	PAVING DETAILS	1/22/2024				12/8/2023	1/22/2024			
C1.5	PAVING DETAILS	12/8/2023				12/8/2023				
C2.0	DEMOLITION PLAN	1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024			
C3.0	PAVING PLAN	10/26/2023								
C3.0	GRADING PLAN	1/22/2024				12/8/2023	1/22/2024			
C3.0	SITE & PAVING PLAN	9/28/2023	8/31/2023	9/28/2023						
C3.1	PAVING DETAILS	10/26/2023			10/26/2023					
C3.1	SITE & PAVING DETAILS	9/28/2023	8/31/2023	9/28/2023						
C3.2	PAVING DETAILS	10/26/2023			10/26/2023					
C4.0	GRADING PLAN	10/26/2023		9/28/2023	10/26/2023					
C4.0	EXISTING DRAINAGE AREA MAP	1/22/2024				12/8/2023	1/22/2024			
C4.1	PROPOSED DRAINAGE AREA MAP	1/22/2024				12/8/2023	1/22/2024			
C5.0	EXISTING DRAINAGE AREA MAP	10/26/2023	8/31/2023	9/28/2023	10/26/2023					
C5.0	STORM SEWER PLAN	1/22/2024				12/8/2023	1/22/2024			
C5.1	PROPOSED DRAINAGE AREA MAP	10/26/2023	8/31/2023	9/28/2023	10/26/2023					
C5.1	STORM SEWER PLAN	1/22/2024				12/8/2023	1/22/2024			
C5.2	STORM PROFILES	1/22/2024				12/8/2023	1/22/2024			
C5.3	STORM SEWER DETAILS	1/22/2024				12/8/2023	1/22/2024			
C5.4	STORM SEWER DETAILS	1/22/2024					1/22/2024			
C5.5	STORM SEWER DETAILS	1/22/2024					1/22/2024			
C6.0	STORM SEWER PLAN	10/26/2023	8/31/2023	9/28/2023	10/26/2023					
C6.0	UTILITY PLAN	1/22/2024				12/8/2023	1/22/2024			
C6.1	STORM SEWER PLAN	10/26/2023			10/26/2023					
C6.1	STORM PROFILES	9/28/2023		9/28/2023						
C6.1	UTILITY DETAILS	1/22/2024				12/8/2023	1/22/2024			
C6.2	STORM PROFILES	10/26/2023			10/26/2023					
C6.2	UTILITY DETAILS	1/22/2024				12/8/2023	1/22/2024			
C6.3	STORM SEWER DETAILS	10/26/2023			10/26/2023					
C6.3	UTILITY DETAILS	1/22/2024					1/22/2024			
C6.4	UTILITY DETAILS	1/22/2024					1/22/2024			
C6.5	UTILITY DETAILS	1/22/2024					1/22/2024			
C6.6	UTILITY DETAILS	1/22/2024					1/22/2024			
C7.0	UTILITY PLAN	10/26/2023	8/31/2023	9/28/2023	10/26/2023					
C7.0	EROSION CONTROL	1/22/2024				12/8/2023	1/22/2024			
C7.1	EROSION CONTROL DETAILS	1/22/2024				12/8/2023	1/22/2024			
C7.1	UTILITY DETAILS	10/26/2023	8/31/2023	9/28/2023	10/26/2023					
C7.2	UTILITY DETAILS	10/26/2023			10/26/2023					
C8.0	EROSION CONTROL	10/26/2023			10/26/2023					
C8.0	TOPOGRAPHIC SURVEY	1/22/2024					1/22/2024			
C8.1	EROSION CONTROL DETAILS	10/26/2023			10/26/2023					
C8.1	PRELIMINARY PLAT	1/22/2024					1/22/2024			
ARCHITECTURAL										
G1.1	TITLE SHEET AND DRAWING INDEX	1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024			
G1.2	MASTER KEYNOTE LIST	1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024			
G1.3	CODE ANALYSIS	1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024			
G1.4	CODE COMPLIANCE PLAN	1/22/2024			10/26/2023	12/8/2023	1/22/2024			
G1.5	STORM SHELTER SUMMARY	1/22/2024			10/26/2023	12/8/2023	1/22/2024			
AS1.1	ARCHITECTURAL SITE PLAN	1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024			
AS1.2	ARCHITECTURAL SITE SCREENING PLAN	1/22/2024			10/26/2023	12/8/2023	1/22/2024			
AS1.3	ARCHITECTURAL SITE DETAILS	9/28/2023		9/28/2023						
AS1.3	ENLARGED SITE PLANS & ELEVATIONS	1/22/2024			10/26/2023	12/8/2023	1/22/2024			
AS1.4	ENLARGED SITE SCREENING ELEVATIONS	1/22/2024			10/26/2023	12/8/2023	1/22/2024			
AS1.5	ARCHITECTURAL SITE DETAILS	1/22/2024			10/26/2023	12/8/2023	1/22/2024			
AS1.6	ARCHITECTURAL SITE DETAILS	1/22/2024			10/26/2023	12/8/2023	1/22/2024			
A1.0	PARTITION TYPES	1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024			
A1.1	FLOOR PLAN	2/13/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024	2/13/2024		
A1.2	ROOF PLAN & DETAILS	1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024			
A1.3	ROOF DETAILS	1/22/2024			10/26/2023	12/8/2023	1/22/2024			
A1.4	PLAN DETAILS	2/13/2024			10/26/2023	12/8/2023	1/22/2024	2/13/2024		
A2.1	EXTERIOR ELEVATIONS	1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024			
A2.2	EXTERIOR ELEVATIONS	1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024			
A2.3	BUILDING SECTIONS	1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024			
A3.1	WALL SECTIONS	1/22/2024		9/28/2023	10/26/2023	12/8/2023	1/22/2024			
A3.2	WALL SECTIONS	1/22/2024		9/28/2023	10/26/2023	12/8/2023	1/22/2024			
A3.3	WALL SECTIONS	1/22/2024			10/26/2023	12/8/2023	1/22/2024			
A3.4	SECTION DETAILS	10/26/2023			10/26/2023					
A3.4	WALL SECTIONS	1/22/2024				12/8/2023	1/22/2024			
A3.5	STAIR PLANS, SECTIONS & DETAILS	10/26/2023			10/26/2023					
A3.5	SECTION DETAILS	1/22/2024					1/22/2024			
A3.6	SECTION DETAILS	1/22/2024				12/8/2023	1/22/2024			
A3.7	STAIR PLANS, SECTIONS & DETAILS	1/22/2024				12/8/2023	1/22/2024			
A4.1	DOOR SCHEDULE & DOOR TYPES	1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024			
A4.2	STOREFRONT & WINDOW TYPES	1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024			
A4.3	DOOR & WINDOW DETAILS	12/8/2023			10/26/2023	12/8/2023				
A4.3	DOOR DETAILS	1/22/2024					1/22/2024			
A4.4	DOOR & WINDOW DETAILS	12/8/2023				12/8/2023				
A4.4	STOREFRONT & WINDOW DETAILS	10/26/2023			10/26/2023					

DOCUMENTS LOG												
Project:	Little Elm Public Safety Annex					50% DD	100% DD	50% CD	95% CD	IFB	Addendum #1	Addendum #2
Owner:	Town of Little Elm											
Contractor:	Crossland Construction											
Architect:	Brown Reynolds Watford											
		Latest Date Revision:	2/20/2024									
A4.4	ENLARGED EXTERIOR DETAILS		9/28/2023		9/28/2023							
A4.4	WINDOW & LOUVER DETAILS		1/22/2024						1/22/2024			
A4.5	TYPICAL WINDOW FLASHING DETAILS		10/26/2023		9/28/2023	10/26/2023						
A4.5	STOREFRONT & WINDOW DETAILS		1/22/2024					12/8/2023	1/22/2024			
A4.6	TYPICAL FIRE STATION DETAILS		10/26/2023		9/28/2023	10/26/2023						
A4.6	STOREFRONT & WINDOW DETAILS		1/22/2024					12/8/2023	1/22/2024			
A4.7	TYPICAL WINDOW FLASHING & MISC. DETAILS		1/22/2024					12/8/2023	1/22/2024			
A4.8	TYPICAL FIRE STATION DETAILS		2/13/2024					12/8/2023	1/22/2024	2/13/2024		
A5.0	TYPICAL ACCESSABILITY DETAILS		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024				
A5.1	RESTROOM ENLARGED PLANS & ELEVATIONS		1/22/2024		9/28/2023	10/26/2023	12/8/2023	1/22/2024				
A5.1	INTERIOR FLOOR PLAN		1/22/2024					1/22/2024				
A5.2	RESTROOM ENLARGED PLANS & ELEVATIONS		1/22/2024		9/28/2023	10/26/2023	12/8/2023	1/22/2024				
A5.3	RESTROOM ENLARGED PLANS & ELEVATIONS		1/22/2024					1/22/2024				
A5.4	KITCHEN ISLAND ENLARGED PLANS & ELEVATIONS		1/22/2024					1/22/2024				
A5.5	INTERIOR ELEVATIONS		2/13/2024					1/22/2024	2/13/2024			
A5.6	INTERIOR ELEVATIONS		1/22/2024					1/22/2024				
A5.7	INTERIOR ELEVATIONS		1/22/2024					1/22/2024				
A5.8	INTERIOR ELEVATIONS		1/22/2024					1/22/2024				
A5.9	MILLWORK DETAILS		1/22/2024					1/22/2024				
A5.10	MILLWORK DETAILS		1/22/2024					1/22/2024				
A5.11	MILLWORK DETAILS		1/22/2024					1/22/2024				
A5.12	MILLWORK DETAILS		1/22/2024					1/22/2024				
A5.13	MILLWORK DETAILS/INTERIOR DETAILS		1/22/2024					1/22/2024				
A6.1	REFLECTED CEILING PLAN		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024				
A6.1A	REFLECTED CEILING PLAN - 2X4 OPTION		8/31/2023	8/31/2023								
A6.2	ENLARGED CEILING PLANS		1/22/2024			10/26/2023	12/8/2023	1/22/2024				
A6.3	CEILING DETAILS		1/22/2024			10/26/2023	12/8/2023	1/22/2024				
A7.0	FINISH PLAN		1/22/2024		9/28/2023	10/26/2023	12/8/2023	1/22/2024				
A7.1	INTERIOR FLOOR PLAN		12/8/2023		9/28/2023	10/26/2023	12/8/2023					
A7.1	FINISH PLAN		8/31/2023	8/31/2023								
A7.2	INTERIOR ELEVATIONS		12/8/2023				12/8/2023					
A7.2	MILLWORK/CASEWORK/INTERIOR ELEVATIONS		10/26/2023		9/28/2023	10/26/2023						
A7.3	INTERIOR ELEVATIONS		12/8/2023				12/8/2023					
A7.3	MILLWORK/CASEWORK/INTERIOR ELEVATIONS		10/26/2023		9/28/2023	10/26/2023						
A7.4	INTERIOR ELEVATIONS		12/8/2023				12/8/2023					
A7.4	MILLWORK/CASEWORK/INTERIOR ELEVATIONS		10/26/2023		9/28/2023	10/26/2023						
A7.5	MILLWORK DETAILS		12/8/2023				12/8/2023					
A7.5	INTERIOR DETAILS		10/26/2023			10/26/2023						
A7.6	MILLWORK DETAILS		12/8/2023				12/8/2023					
A7.6	INTERIOR DETAILS		10/26/2023			10/26/2023						
A7.7	MILLWORK DETAILS		12/8/2023				12/8/2023					
A7.7	INTERIOR DETAILS		10/26/2023			10/26/2023						
A7.8	MILLWORK DETAILS		12/8/2023				12/8/2023					
A7.8	INTERIOR DETAILS		10/26/2023			10/26/2023						
A8.1	SIGNAGE PLAN, SCHEDULE & DETAILS		1/22/2024				12/8/2023	1/22/2024				
A9.1	FURNISHING FLOOR PLAN (FOR INFORMATION ONLY)		1/22/2024			10/26/2023	12/8/2023	1/22/2024				
A10.1	EXTERIOR ELEVATION EXHIBITS		1/22/2024				12/8/2023	1/22/2024				
STRUCTURAL												
S1.01	STRUCTURAL NOTES		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024				
S1.02	STRUCTURAL NOTES		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024				
S1.03	STRUCTURAL NOTES		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024				
S1.04	SPECIAL INSPECTIONS		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024				
S1.05	SPECIAL INSPECTIONS		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024				
S1.06	STORM SHELTER NOTES AND INSPECTIONS		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024				
S1.07	WIND LOADING PLANS		12/8/2023				12/8/2023					
S1.07	WIND LOADING PLANS LOW ROOF		1/22/2024					1/22/2024				
S1.10	SITE PLAN		1/22/2024			10/26/2023	12/8/2023	1/22/2024				
S1.11	ENLARGED FOUNDATION PLANS		2/13/2024			10/26/2023	12/8/2023	1/22/2024	2/13/2024			
S1.12	SITE FOUNDATION DETAILS		1/22/2024			10/26/2023	12/8/2023	1/22/2024				
S2.00	SITE PLAN		9/28/2023		9/28/2023							
S2.01	FOUNDATION PLAN		2/13/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024	2/13/2024			
S2.02	MEZZANINE FRAMING PLAN		9/28/2023	8/31/2023	9/28/2023							
S2.02	LOW ROOF / MEZZANINE FRAMING PLAN		2/13/2024			10/26/2023	12/8/2023	1/22/2024	2/13/2024			
S2.03	ROOF FRAMING PLAN		9/28/2023	8/31/2023	9/28/2023							
S2.03	HIGH ROOF FRAMING PLAN		2/13/2024			10/26/2023	12/8/2023	1/22/2024	2/13/2024			
S2.04	STORM SHELTER FRAMING PLANS		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024				
S2.05	ENLARGED FOUNDATION PLANS		9/28/2023		9/28/2023							
S3.01	TYPICAL CONCRETE SECTIONS & DETAILS		1/22/2024		9/28/2023	10/26/2023	12/8/2023	1/22/2024				
S3.02	TYPICAL CONCRETE SECTIONS & DETAILS		1/22/2024		9/28/2023	10/26/2023	12/8/2023	1/22/2024				
S3.03	TYPICAL CONCRETE SECTIONS & DETAILS		1/22/2024		9/28/2023	10/26/2023	12/8/2023	1/22/2024				
S3.04	CONCRETE DETAILS AND SECTIONS		1/22/2024			10/26/2023	12/8/2023	1/22/2024				
S3.05	SITE FOUNDATION DETAILS		9/28/2023		9/28/2023							
S3.05	STORM SHELTER DETAILS		8/31/2023	8/31/2023								
S3.05	CONCRETE DETAILS AND SECTIONS		2/13/2024				12/8/2023	1/22/2024	2/13/2024			
S3.10	STORM SHELTER DETAILS		12/8/2023		9/28/2023	10/26/2023	12/8/2023					
S3.11	STORM SHELTER DETAILS		1/22/2024					1/22/2024				
S4.01	TYPICAL MASONRY SECTIONS & DETAILS		1/22/2024		9/28/2023	10/26/2023	12/8/2023	1/22/2024				
S4.02	STORM SHELTER WALL ELEVATIONS		9/28/2023		9/28/2023							
S4.02	STORM SHELTER DETAILS		8/31/2023	8/31/2023								
S4.02	TYPICAL MASONRY SECTIONS & DETAILS		1/22/2024			10/26/2023	12/8/2023	1/22/2024				

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		Latest Date Revision:	2/20/2024							
S4.03	STORM SHELTER WALL ELEVATIONS		8/31/2023	8/31/2023						
S4.11	STORM SHELTER TYPICAL DETAILS		1/22/2024			10/26/2023	12/8/2023	1/22/2024		
S4.12	STORM SHELTER TYPICAL DETAILS		1/22/2024			10/26/2023	12/8/2023	1/22/2024		
S4.13	STORM SHELTER WALL ELEVATIONS		1/22/2024			10/26/2023	12/8/2023	1/22/2024		
S5.01	TYPICAL STEEL SECTIONS & DETAILS		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024		
S5.02	TYPICAL STEEL SECTIONS & DETAILS		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024		
S5.03	TYPICAL STEEL SECTIONS & DETAILS		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024		
S5.04	TYPICAL STEEL SECTIONS & DETAILS		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024		
S5.05	TYPICAL STEEL SECTIONS & DETAILS		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024		
S5.06	TYPICAL COLD FORM STEEL DETAILS		9/28/2023	8/31/2023	9/28/2023					
S5.06	TYPICAL LIGHT GUAGE TRUSS DETAILS		1/22/2024			10/26/2023	12/8/2023	1/22/2024		
S5.07	TYPICAL COLD FORM STEEL DETAILS		9/28/2023	8/31/2023	9/28/2023					
S5.07	STEEL SECTIONS AND DETAILS		1/22/2024			10/26/2023	12/8/2023	1/22/2024		
S5.08	TYPICAL LIGHT GUAGE TRUSS DETAILS		9/28/2023	8/31/2023	9/28/2023					
S5.08	STEEL SECTIONS AND DETAILS		1/22/2024			10/26/2023	12/8/2023	1/22/2024		
S5.09	STEEL SECTIONS AND DETAILS		2/13/2024		9/28/2023			1/22/2024	2/13/2024	
S5.10	STEEL SECTIONS AND DETAILS		2/13/2024					1/22/2024	2/13/2024	
S5.51	TRUSS PROFILES		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024		
S5.52	APPARATUS BAY MASONRY WALL ELEVATIONS		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024		
S5.53	APPARATUS BAY MASONRY WALL ELEVATIONS		1/22/2024			10/26/2023	12/8/2023	1/22/2024		
S5.54	FRAMING ELEVATIONS		1/22/2024				12/8/2023	1/22/2024		
S6.01	BRACING ELEVATIONS & DETAILS		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024		
S7.01	STORM SHELTER TYPICAL DETAILS		9/28/2023	8/31/2023	9/28/2023					
S7.02	STORM SHELTER TYPICAL DETAILS		9/28/2023	8/31/2023	9/28/2023					
MECHANICAL										
M0.0	MECHANICAL TITLE SHEET		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024		
M0.1	GENERAL NOTES MECHANICAL		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024		
M0.2	MECHANICAL SCHEDULES		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024		
M0.3	MECHANICAL DETAILS		10/26/2023	8/31/2023	9/28/2023	10/26/2023				
M0.3	MECHANICAL SCHEDULES		2/20/2024				12/8/2023	1/22/2024		2/20/2024
M0.4	MECHANICAL SCHEDULES		12/8/2023				12/8/2023			
M0.4	MECHANICAL DETAILS		10/26/2023			10/26/2023				
M0.4	OA CALC / DOAS SOO / VRF DIAGRAMS		1/22/2024					1/22/2024		
M0.5	MECHANICAL DETAILS		1/22/2024				12/8/2023	1/22/2024		
M0.6	MECHANICAL DETAILS		1/22/2024					1/22/2024		
M1.1	FLOOR PLAN		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024		
M1.2	UPPER FLOOR PLAN		9/28/2023	8/31/2023	9/28/2023					
M1.2	MEZZANINE FLOOR PLAN		2/13/2024			10/26/2023	12/8/2023	1/22/2024	2/13/2024	
M1.3	CONDENSATE PIPING PLAN		1/22/2024				12/8/2023	1/22/2024		
M1.4	VRF THERMOSTAT / CONTROLS PLAN		1/22/2024					1/22/2024		
M2.1	ROOF PLAN		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024		
PLUMBING										
P0.1	GENERAL NOTES, LEGENDS, AND SCHEDULES		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024		
P0.2	DETAILS		2/13/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024	2/13/2024	
P0.3	DETAILS		2/13/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024	2/13/2024	
P0.4	DETAILS		1/22/2024		9/28/2023	10/26/2023	12/8/2023	1/22/2024		
P0.5	RISER DIAGRAMS		2/13/2024		9/28/2023				2/13/2024	
PS1.1	OVERALL SITE PLAN		2/13/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024	2/13/2024	
P1.0	UNDERFLOOR PLAN		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024		
P1.1	FLOOR PLAN		2/13/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024	2/13/2024	
P1.2	MEZZANINE FLOOR PLAN		2/20/2024			10/26/2023	12/8/2023	1/22/2024	2/13/2024	2/20/2024
P2.1	ROOF PLAN		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024		
ELECTRICAL										
E0.0	ELECTRICAL TITLE SHEET		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024		
E0.1	RISER DIAGRAM		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024		
E0.2	DETAILS		12/8/2023	8/31/2023	9/28/2023	10/26/2023	12/8/2023			
E0.2	SCHEDULES		1/22/2024					1/22/2024		
E0.3	DETAILS		1/22/2024		9/28/2023	10/26/2023	12/8/2023	1/22/2024		
E0.4	DETAILS		2/13/2024		9/28/2023	10/26/2023	12/8/2023	1/22/2024	2/13/2024	
E0.5	DETAILS		1/22/2024					1/22/2024		
E1.0	OVERALL SITE PLAN - ELECTRICAL		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024		
E1.01	OVERALL SITE PLAN - LIGHTING		2/13/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024	2/13/2024	
E1.02	OVERALL SITE PLAN - PHOTOMETRIC		1/22/2024				12/8/2023	1/22/2024		
E1.1	FLOOR PLAN		2/20/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024	2/13/2024	2/20/2024
E1.2	FLOOR PLAN - LIGHTING		2/13/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024	2/13/2024	
E1.3	MEZZANINE FLOOR PLAN		1/22/2024		9/28/2023	10/26/2023	12/8/2023	1/22/2024		
E1.4	MEZZANINE FLOOR PLAN - LIGHTING		1/22/2024		9/28/2023	10/26/2023	12/8/2023	1/22/2024		
E2.1	ROOF PLAN		1/22/2024		9/28/2023	10/26/2023	12/8/2023	1/22/2024		
TECHNOLOGY										
ES0.0	SECURITY, IT & AV SYMBOLS & NOTES		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024		
ES1.0	SECURITY & IT SITE PLAN		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024		
ES1.1	FLOOR PLAN - SECURITY		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024		
ES1.2	ROOF PLAN - SECURITY		1/22/2024					1/22/2024		
ES4.1	SECURITY DETAILS		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024		
ES4.2	SECURITY DETAILS		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024		
ES4.3	SECURITY SCHEDULES		1/22/2024			10/26/2023	12/8/2023	1/22/2024		
ES6.1	REFLECTED CEILING PLAN - SECURITY		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024		
AL1.1	FLOOR PLAN - ALERTING SYSTEM		1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024		

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Architect:	Brown Reynolds Watford									
	Latest Date Revision:	2/20/2024								
AV1.1	FLOOR PLAN - AV	1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024			
IT1.1	FLOOR PLAN - IT	1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024			
IT3.1	IT DETAILS	1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024			
IT3.2	IT DETAILS	1/22/2024			10/26/2023	12/8/2023	1/22/2024			
LANDSCAPE										
LP1.1	LANDSCAPE PLAN	1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024			
LP1.2	ALTERNATIVE LANDSCAPE PLAN	8/31/2023	8/31/2023							
LP1.2	LANDSCAPE DETAILS	1/22/2024		9/28/2023	10/26/2023	12/8/2023	1/22/2024			
LP5.1	LANDSCAPE DETAILS	8/31/2023	8/31/2023							
LI1.1	IRRIGATION PLAN	1/22/2024	8/31/2023	9/28/2023	10/26/2023	12/8/2023	1/22/2024			
LI1.2	IRRIGATION DETAILS	1/22/2024			10/26/2023	12/8/2023	1/22/2024			
LI5.1	IRRIGATION DETAILS	9/28/2023	8/31/2023	9/28/2023						
REPORTS										
	LEPSA - SCHEMATIC DESIGN PACKAGE	8/11/2023								
	LITTLE ELM PUBLIC SAFETY ANNEX - 100% DD SPECIFICATIONS VOL. 1	9/28/2023								
	LITTLE ELM PUBLIC SAFETY ANNEX - 100% DD SPECIFICATIONS VOL. 2	9/28/2023								
	LITTLE ELM PUBLIC SAFETY ANNEX - 50% CD SPECIFICATIONS VOL. 1	10/26/2023								
	LITTLE ELM PUBLIC SAFETY ANNEX - 50% CD SPECIFICATIONS VOL. 2	10/26/2023								
	LITTLE ELM PUBLIC SAFETY ANNEX - 95% CD SPECIFICATIONS VOL. 1	12/8/2023								
	LITTLE ELM PUBLIC SAFETY ANNEX - 95% CD SPECIFICATIONS VOL. 2	12/8/2023								
	LITTLE ELM PUBLIC SAFETY ANNEX - IFB SPECIFICATIONS VOL. 1	1/22/2024								
	LITTLE ELM PUBLIC SAFETY ANNEX - IFB SPECIFICATIONS VOL. 2	1/22/2024								



Line	Name	Duration	Start	Finish	2024																2025															
					April 1 15 29	May 13 27	June 10 24	July 8 22	August 5 19	September 2 16	October 30 14	November 11 25	December 9 23	January 6 20	February 13 17	March 17 31	April 14 28	May 12 26	June 9 23	July 7 21	August 14 18															
35	ROOF CURB INSTALL	3d	9/16/2024	9/18/2024																																
36	EXTERIOR COLD METAL FRAMING	20d	9/18/2024	10/15/2024																																
37	EXTERIOR SHEATHING	15d	9/25/2024	10/15/2024																																
38	CMU	25d	9/11/2024	10/15/2024																																
39	WATERPROOFING	15d	10/16/2024	11/5/2024																																
40	STONE	30d	10/25/2024	12/9/2024																																
41	STUCCO	20d	12/10/2024	1/8/2025																																
42	ROOFING	35d	10/16/2024	12/5/2024																																
43	SET UNITS	2d	12/6/2024	12/9/2024																																
44	STOREFRONT & GLASS	20d	12/10/2024	1/8/2025																																
45	BUILDING DRY IN		1/9/2025	1/9/2025																																
46	EXTERIORS	142d	9/20/2024	4/11/2025																	EXTERIORS															
47	FENCING FOUDATION	15d	9/20/2024	10/10/2024																																
48	PREP POUR FOUNDATIONS FOR GENERATOR & MONUMENT SIGN	10d	9/20/2024	10/3/2024																																
49	SET FENCING	30d	10/11/2024	11/21/2024																																
50	SITE MASONRY FOR DUMPSTER ENCLOSURE, MONUMENT SIGN	5d	10/4/2024	10/10/2024																																
51	PREP POUR SIDEWALKS	10d	1/9/2025	1/22/2025																																
52	FINE GRADE TOP SOIL	10d	1/23/2025	2/5/2025																																
53	IRRIGATION	25d	2/6/2025	3/12/2025																																
54	LANDSCAPING & SOD	20d	3/13/2025	4/9/2025																																
55	SET GEAR, PULL SECONDARY	25d	2/20/2025	3/26/2025																																
56	SET LIGHT POLES	3d	3/27/2025	3/31/2025																																
57	SET GENERATOR & START UP GENERATOR	10d	3/27/2025	4/9/2025																																
58	EXTERIOR BUILDING LIGHTING	5d	4/1/2025	4/7/2025																																
59	FLAG POLES/ & BIKE RACK	2d	4/10/2025	4/11/2025																																
60	STRIPING	1d	4/10/2025	4/10/2025																																
61	INTERIORS	152d	10/30/2024	6/5/2025																	INTERIORS															
62	PLUMBING OVERHEAD ROUGH IN	25d	10/30/2024	12/5/2024																																
63	HVAC OVERHEAD ROUGH IN	25d	10/30/2024	12/5/2024																																
64	ELECTRICAL OVERHEAD ROUGH IN	25d	10/30/2024	12/5/2024																																
65	FIRE SPRINKLER ROUGH IN	25d	10/30/2024	12/5/2024																																
66	INTERIOR FRAMING	20d	11/20/2024	12/19/2024																																
67	PLUMBING WALL ROUGH-IN	15d	12/6/2024	12/27/2024																																
68	ELECTRICAL WALL ROUGH-IN	15d	12/6/2024	12/27/2024																																

## Little Elm Public Safety Annex

Line	Name	Duration	Start	Finish	2024																2025															
					April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August															
69	DRYWALL ONE SIDE	15d	12/30/2024	1/20/2025																	DRYWALL ONE SIDE															
70	TWO SIDE DRYWALL	15d	1/21/2025	2/10/2025																	TWO SIDE DRYWALL															
71	TAPE/BED FIRST COAT PAINT	15d	2/11/2025	3/3/2025																	TAPE/BED FIRST COAT PAINT															
72	CERAMIC TILE & WALL TILE	20d	2/18/2025	3/17/2025																	CERAMIC TILE & WALL TILE															
73	ACCOUSTICAL CEILING GRID	10d	3/4/2025	3/17/2025																	ACCOUSTICAL CEILING GRID															
74	ELECTRICAL RI CEILING GRID	15d	3/4/2025	3/24/2025																	ELECTRICAL RI CEILING GRID															
75	HVAC RI CEILING GRID	15d	3/4/2025	3/24/2025																	HVAC RI CEILING GRID															
76	FIRE SUPPRESSION RI CEILING GRID	15d	3/4/2025	3/24/2025																	FIRE SUPPRESSION RI CEILING GRID															
77	ACCOUSTICAL CEILING TILES	10d	3/18/2025	3/31/2025																	ACCOUSTICAL CEILING TILES															
78	MILLWORK	15d	3/25/2025	4/14/2025																	MILLWORK															
79	PAINT FINAL COAT	10d	4/15/2025	4/28/2025																	PAINT FINAL COAT															
80	ELECTRICAL DEVICE AND TRIM OUT	10d	4/29/2025	5/12/2025																	ELECTRICAL DEVICE AND TRIM OUT															
81	HVAC DEVICE AND TRIM OUT	10d	4/29/2025	5/12/2025																	HVAC DEVICE AND TRIM OUT															
82	FIRE SUPPRESSION AND TRIM OUT	9d	4/29/2025	5/9/2025																	FIRE SUPPRESSION AND TRIM OUT															
83	BATHROOM ACCESSORIES	5d	5/12/2025	5/16/2025																	BATHROOM ACCESSORIES															
84	VCT/ CARPET FLOORING	15d	4/29/2025	5/19/2025																	VCT/ CARPET FLOORING															
85	HVAC START UP	3d	4/10/2025	4/14/2025																	HVAC START UP															
86	DOORS & HARDWARE	8d	4/21/2025	4/30/2025																	DOORS & HARDWARE															
87	RESIDENTIAL APPLIANCES	2d	5/20/2025	5/21/2025																	RESIDENTIAL APPLIANCES															
88	FINAL CLEAN	10d	5/22/2025	6/5/2025																	FINAL CLEAN															
89	FINAL INSPECTIONS	2d	6/4/2025	6/5/2025																	FINAL INSPECTIONS															
90	OWNER PROVIDED EQUIPMENT	20d	5/20/2025	6/17/2025																	OWNER PROVIDED EQUIPMENT															
91	MISC. SYSTEMS	20d	5/20/2025	6/17/2025																	MISC. SYSTEMS															
	CLOSEOUT	51d	4/15/2025	6/25/2025																	CLOSEOUT															
	COMMISSIONING	37d	4/15/2025	6/5/2025																	COMMISSIONING															
94	COMMISSIONING	10d	5/22/2025	6/5/2025																	COMMISSIONING															
95	TEST & BALANCE	10d	4/15/2025	4/28/2025																	TEST & BALANCE															
	COMPLETION/PUNCHLIST	15d	6/5/2025	6/25/2025																	COMPLETION/PUNCHLIST															
97	SUBSTANTIAL COMPLETION	1d	6/5/2025	6/5/2025																	SUBSTANTIAL COMPLETION															
98	OWNER DESIGN & TEAM PUNCHLIST	15d	6/5/2025	6/25/2025																	OWNER DESIGN & TEAM PUNCHLIST															
99	FINAL COMPLETION	1d	6/25/2025	6/25/2025																	FINAL COMPLETION															

**TOWN OF LITTLE ELM, TEXAS**  
**CONSTRUCTION MANAGER AT RISK AGREEMENT**

For the consideration hereinafter set forth, **Crossland Construction Company, Inc.** (“Contractor” or “Construction Manager”), a Texas limited liability company with an office in Fort Worth, Texas, agrees to provide construction services to the TOWN OF LITTLE ELM, TEXAS (“Town” or “Owner”), for the project and work identified in this Construction Manager at Risk Agreement (“Agreement”). This Agreement is effective as of **March 21, 2024**, and unless earlier terminated pursuant to the provisions hereof, shall continue through the completion of performance of the Work specified hereunder.

**WHEREAS**, Owner desires to obtain professional construction and construction manager services from Contractor for the **Little Elm Public Safety Annex** project (“Project”); and

**WHEREAS**, Contractor is a construction firm selected to provide such services, based upon Contractor’s municipal experience, references, and qualifications, and is willing to undertake the performance of such services for Owner in exchange for payment and fees as hereinafter specified.

**NOW, THEREFORE**, in consideration of the covenants and agreements contained herein and in the Contract Documents, and subject to the terms and conditions hereinafter stated, Owner and Contractor do mutually agree as follows:

**ARTICLE 1. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE**

The term “Contract Documents” shall include and consist of the following documents:

1. Later executed amendments and/or modifications to the following documents as are mutually agreed upon by Contractor and Owner;
2. This Agreement;
3. Standard Form of Agreement Between Owner and Construction Manager as Constructor, AIA Document A133-2019;
4. Guaranteed Maximum Price Amendment, AIA Document A133-2019, Exhibit A;
5. Supplementary Conditions to AIA Documents A133-2019 and A201-2017;
6. The General Conditions of the Contract for Construction, AIA Document A201-2017, as amended by the Supplementary Conditions;

Whenever the term “AIA Document A201-2017, General Conditions of the Contract for Construction” or similar reference is used in the Contract Documents, including but not limited to the Standard Form of Agreement Between Owner and Construction Manager as Constructor, AIA Document A133-2019, and the Guaranteed Maximum Price Amendment attached to A133-2019, then such reference shall mean the AIA Document A201-2017 referenced in this section, as amended in this Agreement by the Supplementary Conditions.

7. Any Addenda adopted and agreed to by Owner and Contractor applicable to the Project;
8. The Specifications contained in the Project Manual adopted and agreed to by Owner and Contractor applicable to the Project;
9. The Drawings adopted and agreed to by Owner and Contractor applicable to the Project; and
10. Other documents that form part of the Contract Documents:
  - a. Contractor’s Qualification Statement;
  - b. Advertisement for Bids;



- c. Instruction to Bidders;
- d. Bid form;
- e. Certified Sealed Proposal submitted by Contractor; and

11. Exhibit B – Construction Manager’s Wage and Salary Rates.

These Contract Documents are incorporated by reference into this Agreement as if set out herein in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above. In the case of inconsistency between the documents that is not resolved by the order in which they are listed above, the better quality or greater quantity of Work shall be provided in accordance with the Owner’s interpretation. Should Drawings disagree in themselves or with Specifications and are not clarified by addendum, the better quality or greater amount of Work or materials shall be estimated upon and, unless otherwise ordered by the Architect in writing, shall be performed and furnished. Figures given on Drawings govern scale measurements, and large-scale details govern small scale drawings.

## ARTICLE 2. EMPLOYMENT OF CONTRACTOR

A. Contractor will perform as an independent contractor all services under this Agreement to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the contractor/construction manager profession, both public and private, currently practicing in the North Texas area under similar conditions including, but not limited to, the exercise of reasonable, informed judgments and prompt, timely action. If Contractor is representing that it has special expertise in one or more areas to be utilized in this Agreement, then Contractor agrees to perform those special expertise services to the appropriate local, regional, and national professional standards.

B. The Contractor’s and Owner’s representatives on the Project(s) are listed as follows:

**1. Contractor’s Representative:**

Crossland Construction Company, Inc.  
731 Industry Way, Suite 100  
Prosper, TX 75078  
ATTN: Eric Bunner

**2. Owner’s Representative:**

Wesley Brandon, P.E.  
Town Engineer  
100 West Eldorado Parkway  
Little Elm, Texas 75068

Neither the Owner’s nor the Contractor’s representative shall be changed without ten (10) days’ prior written notice to the other party. Additionally, the roles and responsibilities of the following individuals shall not be materially changed during the Project duration, provided that their employment with the Contractor continues, and any such proposed change in the following personnel must have prior written approval by the Owner:

- [insert name] Project Executive providing a minimum of 50% time commitment to the Project(s).
- [insert name] Project Manager providing a minimum of 50% time commitment to the Project(s).
- [insert name] Project Superintendent providing a minimum of 100% time commitment to the Project(s).

### **ARTICLE 3. SCOPE OF SERVICES**

Contractor shall perform such services as are necessary to complete the Work defined in the Contract Documents.

### **ARTICLE 4. CONTRACTOR'S LIABILITY**

A. Acceptance of the Work by Owner shall not constitute nor be deemed a release of the responsibility and liability of Contractor to perform the Work according to the Contract Documents, including with respect to its employees, associates, agents or subcontractors for the accuracy and competency of their performance of the Work; nor shall such acceptance be deemed an assumption of responsibility by Owner for any defect in the performance of the Work by said Contractor, its employees, associates, agents or subcontractors.

B. If at any time during the term of this Agreement, Contractor shall fail to perform the Work in accordance with the provisions of this Agreement or fail to diligently provide construction manager at risk construction services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number of competent personnel to complete the Work or fail to perform any of its obligations under this Agreement, then Owner shall have the right, if Contractor shall not cure any such default after thirty (30) days' written notice thereof, to terminate this Agreement. Any such act by Owner shall not be deemed a waiver of any other right or remedy of Owner. If, after exercising any such remedy due to Contractor's non-performance under this Agreement, the cost to Owner to complete the Work to be performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse Owner for such excess.

C. Owner may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to Owner under the Agreement. In the event of any breach by Contractor of any provision of this Agreement or in the event of any claim against Owner arising out of Contractor's performance under this Agreement, Owner shall have the right to retain out of any payment due or to become due to Contractor an amount determined by Owner to be sufficient to protect Owner from any and all loss, damage or expense therefrom, until the breach or claim has been satisfactorily remedied or adjusted by Contractor. Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work. Owner may withhold payment under Section 9.5.1 of the General Conditions (document A201) and as provided elsewhere in the Contract Documents. Amounts withheld under this Article shall be in addition to any retainage.

D. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services, if any, made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

### **ARTICLE 5. CONFIDENTIAL INFORMATION**

Contractor hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Contractor shall treat any such information received in full confidence and will not disclose or appropriate such confidential information for its own use or the use

of any third party at any time during or subsequent to this Agreement. As used herein, “confidential information” means all oral and written information concerning Owner, its affiliates and subsidiaries, and all oral and written information concerning Owner, or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies, or other documents, whether prepared by Contractor or others, which contain or otherwise reflect such information. The term “confidential information” shall not include such materials that are or become generally available to the public other than as a result of disclosure by Contractor, or are required to be disclosed by a governmental authority under applicable law.

## **ARTICLE 6. INDEMNITY**

**NOTWITHSTANDING ANY OTHER PROVISION IN THE CONTRACT DOCUMENTS TO THE CONTRARY:**

**A. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE “INDEMNIFIED ITEMS”). BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY. INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEY’S FEES AND COSTS OF COURT, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEY’S FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.**

**B. IN ITS SOLE DISCRETION, THE TOWN SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY THE TOWN. CONTRACTOR SHALL RETAIN APPROVED COUNSEL FOR THE TOWN WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE TOWN THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR DOES NOT RETAIN COUNSEL FOR THE TOWN WITHIN THE REQUIRED TIME, THEN THE TOWN SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONTRACTOR SHALL PAY THESE ATTORNEY’S FEES AND EXPENSES. THE TOWN RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY AND ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO.**

**C. THE OBLIGATIONS SET FORTH IN THIS ARTICLE SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.**

**D. Contractor shall cause all contracts for subcontracted services to include a like indemnity that shall cover both the Owner and Contractor. Nothing herein shall limit the insurance requirements or applicability of same set forth in this Agreement and the Contract Documents.**

**E. The above indemnity is a business understanding between the parties and applies to all different theories of recovery, including breach of contract or warranty, tort including negligence, statutory liability or any other cause of action.**

## **ARTICLE 7. TERMINATION OR SUSPENSION**

A. If the Owner fails to make payments to the Contractor in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination by the Contractor or, at the Contractor's option, cause for suspension of performance of Work under this Agreement. If the Contractor elects to suspend performance of the Work, the Contractor shall give ten (10) days' written notice to the Owner before suspending performance of the Work. In the event of a suspension of performance of the Work, the Contractor shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of performance of the Work. Before resuming Work, the Contractor shall be paid all sums due prior to suspension and any reasonable expenses incurred in the interruption and resumption of the Contractor's Work.

B. If the Owner suspends the Project, the Contractor shall be compensated for Work performed satisfactorily prior to notice of such suspension. When the Project is resumed, the Contractor may be compensated for expenses incurred in the interruption and resumption of the Contractor's performance of the Work. The Contractor's fee for the remaining Work and the time schedules may be equitably adjusted. If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Contractor, the Contractor may terminate this Agreement by giving not less than thirty (30) days' written notice.

C. Either party may terminate this Agreement upon not less than thirty (30) 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.

D. The Owner may terminate this Agreement upon not less than thirty (30) days' written notice to the Contractor for the Owner's convenience and without cause. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination.

E. Notwithstanding any other provision in the Contract Documents to the contrary, it is agreed by the parties that: (1) if an order for relief is entered on behalf of Contractor pursuant to Title 11 of the United States Code, (2) if any other similar order is entered under any other debtor relief laws, (3) if Contractor makes a general assignment for the benefit of its creditors, (4) if a receiver is appointed for the benefit of Contractor's creditors, or (5) if a receiver is appointed on account of Contractor's insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any of the above-listed events, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate this Agreement. In all events pending receipt of adequate assurance of performance and actual performance in accordance therewith, Owner shall be entitled to proceed with the Work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back-charged against the Guaranteed Maximum Price.

## **ARTICLE 8. CLAIMS AND DISPUTES**

A. The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other party arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution set forth in this Agreement within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Article. To the extent damages are covered by property insurance, the Owner and Contractor waive all rights against each other and against the contractors, employees, agents, and subcontractors of the other party for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Contract Documents. The Owner or the Contractor, as appropriate, shall require of the contractors, employees, agents, and subcontractors of any of them similar waivers in favor of the other parties enumerated herein.

B. 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. The Owner and Contractor shall endeavor to resolve claims, disputes, and other matters in question between them first, informally and, second, by mediation. 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 sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall have fifteen (15) days after receipt of a request for mediation to agree on a mediator. If the parties are unable to agree on a mediator within fifteen (15) days, each party shall have an additional five (5) days to designate a mediator. The two mediators so designated shall then designate a third unbiased mediator who shall be the mediator to conduct the mediation. The decision of the mediator shall be nonbinding. 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 by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. If the parties do not resolve a claim, dispute or other matter in question through mediation pursuant to this Article, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

## **ARTICLE 9. INSURANCE AND BONDS**

A. The Contractor shall, at its own expense, procure, pay for, and maintain during the term of this Agreement the following insurance written by companies approved by the State of Texas and acceptable to Owner. The Contractor shall furnish to the Owner certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, and expiration dates in compliance with all applicable required provisions:

1. General Liability: Commercial General Liability insurance, including, but not limited to Premises/Operations (including X, C and U coverage as applicable), Personal & Advertising Injury (with Employment Exclusion deleted), Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000.00 per occurrence, \$2,000,000.00 Products/Completed Operations Aggregate, and \$2,000,000.00 General Aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.

2. Automobile Liability: Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence.

3. Workers' Compensation: Workers' Compensation insurance with statutory limits; and Employer's Liability coverage with minimum limits for bodily injury: (a) by accident, \$1,000,000.00 each accident, and (b) by disease, \$1,000,000.00 per employee, with a per policy aggregate of \$1,000,000.00.

4. Professional Liability: Professional Liability insurance to provide coverage against any claim which the Contractor and all subcontractors engaged by the Contractor become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$2,000,000.00 per claim, \$2,000,000.00 annual aggregate.

5. Property Insurance: Property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Work on a replacement cost basis. The Contractor's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as

provided in section 9.A.4., unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees. Unless the parties agree otherwise, upon Substantial Completion, the Owner shall replace the insurance policy required under this section with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions. A loss insured under the property insurance required by the Agreement shall be adjusted by the Contractor and made payable to the insureds, as their interests may appear, who shall then pay their consultants and Subcontractors in similar manner.

Contractor shall not commence work at the project site(s) under this Agreement until all required insurance has been obtained and appropriate certificates have been submitted to Owner. If Owner is damaged by the failure of Contractor to maintain such insurance as required by the Contract Documents, then Contractor shall bear all reasonable costs properly attributed to such failure.

B. If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of this Agreement and acceptance by Owner.

C. With reference to the foregoing required insurance, the Contractor shall endorse applicable insurance policies as follows: (1) a waiver of subrogation in favor of Owner, its officials, employees and officers shall be contained in the Workers' Compensation insurance policy; (2) the Owner, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader; and (3) all insurance policies shall be endorsed to the effect that Owner will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination, or a material change of the policies. All insurance shall be purchased from an insurance company that meets a financial rating of B+IV or better as assigned by A. M. Best Company or equivalent.

D. Pursuant to Texas Administrative Code, Title 28, Section 110.110(c), the following language is hereby included in this Agreement:

#### *REQUIRED WORKERS' COMPENSATION COVERAGE*

*The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee.*

*Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage.*

*By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the division. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*

*The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.*

The Contractor agrees to comply with all applicable provisions of Texas Administrative Code, Title 28, Section 110.110, entitled “Reporting Requirements for Building or Construction Projects for Governmental Entities.” Under Section 110.110: (1) certain language must be included in this Agreement and in the Contractor’s contracts with subcontractors and others relating to the Work, (2) the Contractor is required to submit to the City certificates of coverage for its employees and for all others providing services relating to the Work until all project Work is completed, and (3) the Contractor is required to post certain notices at job sites.

E. The Contractor shall procure and pay for performance and payment bonds applicable to the Work, in accordance with Texas Government Code, Chapter 2253. The performance and payment bonds shall be issued in forms acceptable to Owner. Among other things, these bonds shall apply to any Work performed during Contractor’s performance under this Agreement, and to any Work performed during the warranty period after acceptance. The performance and payment bonds shall be issued by a corporate surety that is authorized to issue performance and payment bonds in Texas. Further, the Contractor shall supply to the Owner all capital and surplus information concerning the surety and all reinsurance information concerning the performance and payment bonds upon Owner request.

## **ARTICLE 10. MISCELLANEOUS**

### **§10.1 Choice of Law**

This Agreement shall be governed by the law of the State of Texas, and exclusive venue for any dispute shall be in any court of competent jurisdiction in Denton County, Texas.

### **§10.2 Severability**

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provisions shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; and it is the intention of the parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, the parties seek to reasonably negotiate a new provision 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.

### **§10.3 Notice**

Except as otherwise provided in this Agreement or the Contract Documents, all notices and other communications required or permitted to be given under this Agreement, shall be in writing, addressed to the parties at their respective addresses as provided below, and may be delivered in person, sent by overnight express mail or courier service, or by certified mail, postage prepaid, return receipt requested. The addresses of each party are as follows:

If to the Owner:      Town of Little Elm  
                                 Town Manager  
                                 100 West Eldorado Parkway  
                                 Little Elm, Texas 75068

If to Contractor:    Crossland Construction Company, Inc.  
                                 731 Industry Way, Suite 100  
                                 Prosper, TX 75078  
                                 ATTN: Eric Bunner

Each party may from time to time change its address for receipt of notices by sending notice thereof in the manner provided herein to the other party. Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted, at the last address specified and the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. The parties acknowledge and agree to provide to the other party within seventy-two (72) hours of transmission such notice documents bearing the original signatures.

#### **§10.4 Unsatisfactory Work**

Nothing contained in this Agreement shall require Owner to pay for any work that is unsatisfactory as determined by Owner or which is not performed or completed in compliance with the terms of this Agreement, nor shall such failure to withhold payment pursuant to the provisions of this Section constitute a waiver of any right, at law or in equity, which Owner may have if Contractor is in default, including the right to bring legal action for damages or for a specific performance of this Agreement.

#### **§10.5 Retainage**

As is set forth in the Contract Documents, subject to Chapter 2252, Subchapter B, of the Texas Government Code concerning the withholding and use of retainage on public works contract payments, retainage shall be withheld and may be paid, provided Contractor is in default of its obligations under the Contract Documents (which default Contractor has not cured or commenced curing), to: (a) ensure proper completion of the Work, and the Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective Work; (b) ensure timely completion of the Work, and the Owner may use retained funds to pay liquidated damages; and (c) provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents. Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

#### **§10.6 No Respondeat Superior**

Contractor will have exclusive control of and the exclusive right to control the details of the Work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, and the doctrine of *respondeat superior* shall not apply as between Owner and Contractor, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor.

#### **§10.7 Conflict of Interest**

Contractor covenants and agrees that Contractor and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Agreement. All activities, investigations and other efforts made by Contractor pursuant to this Agreement will be conducted by employees, associates or subcontractors of Contractor.

#### **§10.8 Non-Waiver**

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment to any extent of any such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same shall be and remain in full force and effect.

#### **§10.9 Assignment**



The Owner and Contractor, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Contractor shall assign this Agreement without the prior written consent of the other party.

**§10.10 No Third-Party Beneficiary Created**

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 Contractor.

**§10.11 Signatures**

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, and each party hereby certifies to the other that any necessary motions, resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties execute below:

**TOWN OF LITTLE ELM, TEXAS**

**CONTRACTOR.**

\_\_\_\_\_  
Matt Mueller, Town Manager

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Printed Name & Title

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



**Date:** 03/19/2024  
**Agenda Item #:** 6. A.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

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**AGENDA ITEM:**

Present, Discuss, and Consider Action to **Accept the Town's Independent Audit Report, Annual Comprehensive Financial Statement and Federal and State Single Audit Reports for the Fiscal Year ending September 30, 2023.**

**DESCRIPTION:**

Chapter 103 of the Texas Local Government Code requires that an independent audit be conducted annually. The audit of the Town's financial statements is conducted by an independent and certified public accounting firm. Town staff is responsible for the completeness and accuracy of the annual financial statements and the Annual Comprehensive Financial Report. Staff will submit an electronic Annual Comprehensive Financial Report to the Government Finance Officers Association in consideration for the Certificate of Achievement for Excellence in Financial Reporting.

The Town's financial statements have been audited by the independent audit firm of FORVIS, L.L.P. The purpose of this item is to hear the report of the independent auditor and to present an overview of the financial statements.

A printed copy of the Annual Comprehensive Financial Report will be provided to the Town Council under a separate cover. These will include the following:

- Annual Comprehensive Financial Report for the fiscal year ended September 30, 2023
- Communication with those charged with Governance September 30, 2023
- Federal Single Audit Report year ended September 30, 2023

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends acceptance.





**Date:** 03/19/2024  
**Agenda Item #:** 6. B.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

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**AGENDA ITEM:**

Present, Discuss, and Consider Action to **Accept the Town's "Financial Highlights" for the Fiscal Year ended September 30, 2023.**

**DESCRIPTION:**

Town staff is excited to present our fifth annual Town of Little Elm's Financial Highlights Report also known as the Popular Annual Financial Report (PAFR) for the Fiscal Year ended September 30, 2023. This has been developed by Town staff in an effort to provide a snapshot of the Town's financial performance and major initiatives as well as an overview of financial, economic, and demographic trends. Above all, it is designed to present a more easily understandable financial report.

A printed copy of the Financial Highlights Report will be provided to Town Council under a separate cover. The distribution method for this report, outside of Town Council and management, will be through the Town's website. Town staff will continue to present a Financial Highlights report as it relates to the prior audited fiscal year.

The Finance team received recognition from the Government Finance Officers Association for last year's PAFR report in earning the Award of Outstanding Achievement in Popular Annual Financial Reporting. Staff will resubmit for consideration the Town's 2023 PAFR report for such recognition again.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends acceptance.

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**Date:** 03/19/2024  
**Agenda Item #:** 6. C.  
**Department:** Administrative Services  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Caitlan Biggs, Director of Administrative Services/Town Secretary

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**AGENDA ITEM:**

Present, Discuss, and Consider Action on **Reappointing Members of the Veterans Committee.**

**DESCRIPTION:**

In accordance with Article II, Section 3 of the Veterans Committee By-Laws, members who are unable to attend 3 consecutive regularly scheduled meetings in a 12-month period can be recommended for removal by the Town Council.

In December 2023, Derrick JaQuess (board member) and Gerod Ware (alternate member) were appointed to the board. However, they did not attend the January 2024, February 2024, or March 2024 committee meetings. Therefore, the committee is recommending that Town Council remove them so that the application process can open for reappointment.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff requests direction from Town Council.

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