



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

**Tuesday, April 2, 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. Discuss the **May Meeting Schedule**.
  - B. Present and Discuss **Screening and Fencing Requirements**.
  - C. Present and Discuss the **Town of Little Elm Special Events Policy**.
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  - C. Items to be Withdrawn from Consent Agenda.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 **Proclamation Declaring April 2024 as Child Abuse Prevention Month.**

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 19, 2024, Regular Town Council Meeting.**

B. Consider Action to Approve a **Proposal with Aqua-Aerobic System, Inc. for Repairs to the Wastewater Treatment Plant Filter System Unit Number 1 in an Amount not to Exceed \$100,000.**



- C. Consider Action to Award **Bid 2024-14 for SCADA System Upgrades, in the estimated amount of \$824,000.**
  - D. Consider Action to Approve an **Interlocal Cooperation Agreement (ICA) between the Town of Little Elm and Denton County, Texas regarding the Fishtrap Road Expansion Project.**
  - E. Consider Action to Approve a **Professional Services Agreement (PSA) between the Town of Little Elm and Teague Nall and Perkins, Inc. regarding the Design of the Fishtrap Road Expansion Project.**
  - F. Consider Action to Approve a **Construction Contract with Ratliff Hardscape for the Eldorado Parkway Fence Project.**
  - G. Consider Action to Approve a **Construction Contract with Ratliff Hardscape for the North Little Elm Library Kiosk Project.**
  - H. Consider Action to Approve **Resolution No. 0402202401 regarding a Local On-System Agreement with the Texas Department of Transportation regarding Pavement Striping Improvements at the Intersection of Eldorado Parkway and Oak Grove Parkway.**
  - I. Consider Action to Approve **Resolution No. 0402202402 of the Town Council of the Town of Little Elm, Texas, Authorizing and Approving a Project of the Little Elm Community Development Corporation, a Texas Non-Profit Corporation, in the amount not to exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00) for Fencing and Related Improvements to Eldorado Parkway and Little Elm Park, Authorized by Section 505.152 of the Texas Local Government Code; Authorizing the Advancement of Funds for Said Project in the amount not to exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00) to be Reimbursed by the Little Elm Community Development Corporation Following Compliance with State Law Requirements; and Providing for an Immediate Effective Date.**
6. **Regular Items.**
- A. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1754 Regarding a Request for a Specific Use Permit at 26780 US Highway 380, Currently Zoned as Light Commercial (LC), with US 380 District Overlay, within Little Elm's Town Limits, in Order to Allow for Site Alterations and Improvements of an Existing Automated Carwash .**

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

**Take Action on Ordinance No. 1754:**

**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 29th day of March 2024 before 5:00 p.m.**



**Date:** 04/02/2024  
**Agenda Item #:** 1. A.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Matt Mueller, Town Manager

---

**AGENDA ITEM:**

Discuss the **May Meeting Schedule**.

**DESCRIPTION:**

Town staff will discuss the May meeting schedule. Due to the canvassing period for the May 4, 2024, General Election results, a special meeting will need to be held on May 14. Staff is requesting direction from Town Council if they want to have meetings on May 7, 14, and 21, or if they would like to cancel the May 7 meeting.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff requests direction from Town Council.

---



**Date:** 04/02/2024  
**Agenda Item #:** 1. B.  
**Department:** Development Services  
**Strategic Goal:** Provide a safe and welcoming environment for Little Elm residents and visitors  
**Staff Contact:** Fred Gibbs, Director of Development Services

---

**AGENDA ITEM:**

Present and Discuss **Screening and Fencing Requirements.**

**DESCRIPTION:**

Town staff will discuss screening and fencing requirements.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

---



**Date:** 04/02/2024  
**Agenda Item #:** 1. C.  
**Department:** Community Services  
**Strategic Goal:** Provide a safe and welcoming environment for Little Elm residents and visitors  
**Staff Contact:** Drew Bailey, Managing Director of Business Development and Tourism

---

**AGENDA ITEM:**

Present and Discuss the **Town of Little Elm Special Events Policy.**

**DESCRIPTION:**

Town staff will present and discuss the Special Events Policy.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff requests direction from Town Council.

---

**Attachments**

Special Events Policy

## The Town of Little Elm Events Policy and Procedures

### GENERAL POLICY STATEMENT

The Town of Little Elm produces and partners with organizations to host special events that enhance the quality of life, provide entertainment, promote local economic health, attract visitors, and contribute to the dynamic atmosphere of the community. To facilitate the use of Town-owned, leased, or managed recreation and park facilities, the Town has established orders, policies, and procedures to ensure the success of such events by providing a system for advanced planning, standard information and basic ground rules that allow special event organizers, sponsors, and facility users to achieve their mutual goals, while minimizing the impact of the event on the community.

It is the purpose of this policy and related procedures to regulate special events held in the Town so that such events can occur with the safety and health of the participants in mind, the protection of public property considered, and the impact on non-participating residents minimized.

All events should accomplish a minimum of 1 of the 3 philosophies below:

1. The event generates a profit, or at a minimum, cost recovers
2. The event brings an economic impact to the community that justifies a subsidy
3. The event primarily focuses on residents of Little Elm to justify a subsidy

### FACILITY USE AND PERMIT INFORMATION

The Town's Special Events Department is responsible for distributing, receiving, and processing all applications for special events and for coordinating review of applications by appropriate town departments and, if required, the Town Council. The Special Events Department is located at The Rec at The Lakefront™ – 303 Main St., Little Elm Texas, 75068.

The Town's Parks and Recreation Department is responsible for distributing, receiving, and processing all facility reservations and permits for the use of Town-owned/leased athletic fields, park pavilions, outdoor courts, aquatic facilities, the recreation centers, community center, trails, and parks.

### DEFINITIONS

#### "Special Event"

A special event is a pre-planned temporary major activity involving use of Town property (owned or leased) or resources, including activities that trigger an inspection on private property that is outside of the normal operations for the business. Such activities are customarily held for purposes of entertainment, celebration, amusement, promotions, or competitions.

#### "Applicant"

Person who is submitting the Special Event Application.

#### "Permit Holder"

Person who has received approval from the Town and is the point of contact for the event.

### “Low Compliance Events”

A special event that is designated by staff as low compliance will automatically be a Category 4 event if approved by the Town in the future. Organizers for these events either did not follow Town rules and regulations and/or did not work productively with Town staff.

## **EVENT TYPES**

### “Commercial Event”

A commercial event is a special event held by for-profit organizations which is open to public participation (fee or free) and may include, but is not limited to, a fair, festival, exhibition, concert, race, carnival centered around music, art, culture, food, car/truck/vehicle, etc. These events require an approved Special Event Application.

### “Regional Event”

A regional event is a special event that attracts attendees from across the region through marketing efforts and draws participants from neighboring cities or states.

### “Community Event”

An event aimed at promoting community engagement and is open and focused on members of the community. These events typically come at no or low cost to the attendees.

### “Athletic Events”

An athletic event is a pre-planned temporary game or contest or series of games or contests involving use of Town resources or likely to draw crowds that would impact the public.

## **Event Categories**

All events will fall into 1 of 5 distinct event categories. Each category builds off of the previous category, with additional needs and requirements for the event to be successful.

### Category 1

Event attendance estimated at 500 attendees or less.

#### Event Elements

- Amplified Sound
- Play Structure Rentals (Bounce House)
- No police or medical personnel required
- Minimal use of public property
- Minimal health department oversight required

### Category 2

Event attendance estimated between 500 - 2,500 attendees.



#### Event Elements

- Minimal police or medical personnel required onsite
- No major traffic impacts
- Time of day may be a consideration for certain event types

#### Category 3

Event attendance estimated between 2,500 - 7,500 attendees.

#### Event Elements

- Police and medical personnel required
- Emergency Management and Command personnel required, command vehicle optional
- Road closures
- Alcohol sales

#### Category 4

Event attendance estimated between 7,500 - 12,000 attendees.

Category 4 events must be approved by Town Council in addition to the permitting process.

#### Event Elements

- Multi-day events
- Complex logistics
- Significant parking/traffic impacts
- Major road closures
- Significant neighborhood impacts
- Low compliance events
- Command vehicle required
- Controlled access events (barricades, etc.)
- Events that are hosted, proposed, or represented by a member of the Little Elm governing body

#### Category 5

These events have an estimated attendance of 12,000+ people. Category 5 events must be approved by Town Council in addition to the permitting process. These events are similar to a Category 4 event, but with a significant impact to public safety or convenience.

#### **SPECIAL EVENT PERMIT PROCESS**

The Town provides a wide variety of facilities for special events and general leisure time use. When planning a festival, race, walk, parade, concert, tournament, rally or any major event on Town property (owned, leased, operated and/or managed) or on a road within the Town boundaries, a Special Event Application must be submitted and a permit must be issued in order for the event to take place.



While all special events require the same application, the application review and approval period and required permit(s) may vary depending on the type and location. No events should be publicized until the Applicant has received all necessary permits and approvals from the Town.

STEP 1: Submit a Special Event Application.

STEP 2: The Town will review and determine the level of involvement or support service provisions, if any, that the event requires.

STEP 3: Notification of status or conditional status to include all applicable requirements needed.

- ✓ Fees: Upon conditional approval, full payment is due.
- ✓ Required Documentation: All applicable documentation including, but not limited to, approved traffic control plan, site plan/map, parking plan, trash plan, public notification plan and public safety plan must be submitted 14 days prior to the event date.
- ✓ Insurance Requirements: All applicable insurance documentation must be received prior to event permit being issued.

STEP 4: If the Special Event is Categorized as a level 4 and 5, Town Staff will seek final council approval. If the Special Event is categorized as level 1, 2, or 3, this level is skipped.

SPECIAL EVENT PERMIT: If all documentation is received as required, a final Special Event Permit will be issued to the permit holder, and any other provisions that may be needed will be communicated to the event organizer.

#### **CRITERIA FOR APPROVAL/DISAPPROVAL**

In issuing a permit for a special event, the Town considers whether:

- The event is reasonably likely to cause injury to persons or property, create a disturbance, cause disorderly conduct or encourage or result in violation of the law, or community standards;
- The event will unreasonably and substantially interrupt the safe and orderly movement of pedestrians and vehicular traffic in the area;
- The proposed location is adequate for the size and nature of the event;
- The Applicant's apparent ability to execute the event;
- The Applicant's apparent ability to obtain the appropriate insurance (if applicable);
- The event unreasonably conflicts with other scheduled special events in the community;
- All permit requirements have been met.

All events should accomplish a minimum of 1 of the 3 philosophies below:

1. The event generates a profit, or at a minimum, cost recovers
2. The event brings an economic impact to the community that justifies a subsidy
3. The event primarily focuses on residents of Little Elm to justify a subsidy



## **REQUIRED APPROVALS**

The application review process begins when the Town’s Special Event Department has received a completed application. Applications for special events must be approved by all appropriate departments, which may include the Little Elm Fire Department, Little Elm Police Department, and Little Elm Public Works Department.

Approval of the event by any other entities or officials does not imply approval by the Town of Little Elm. A Special Event Permit must be issued to be approved. The Town of Little Elm’s approval of a special event and/or issuance of a permit does not grant or authorize use of the Town of Little Elm or The Lakefront brand, domain, or logo, unless explicitly authorized.

In addition to the special event permit process, any special event that is hosted, proposed, or represented by a member of the Little Elm governing body must be approved by the Town Council, regardless of the category level.

## **DEADLINES**

Applications should be submitted at a minimum within the timeframes specified for the types of events proposed which are listed on each application. The Director of Community Services or designee may waive the submission deadline in extreme cases of unforeseen events.

## **PARKING, EVENT SET UP, AND BREAKDOWN**

Applicants are required to submit an adequate parking plan for the event and activities being proposed. If onsite parking is not sufficient, event organizers will be required to secure authorization for additional parking areas that does not include parking in surrounding streets or businesses. Additionally, the Town will require written approval for offsite areas from property owners before the Special Event Permit is issued. The Special Events Department has the authority to require a hired parking company for events, dependent on its category. Any parking company hired to work the event must be approved by the Director of Community Services or designee. All parking revenue will be allocated to the Town, unless otherwise approved by the Town Council.

Facility reservation hours must include hours for set up and breakdown. Permit holders are not authorized to access the facility for set up outside of reserved hours and must vacate the park at the designated end time. Additional fees will apply if hours for set up or tear down exceed hours reserved.

## **PUBLIC SAFETY/SECURITY**

Applicants are responsible for providing a safe and secure event. Event organizers must ensure adequate personnel are present to provide general security, maintain order, enforce local laws and ordinances, provide medical assistance, traffic control, etc.

Event organizers are required to utilize Little Elm Police Department or an agency in contract with the Little Elm Police Department. All costs associated with public safety are the responsibility of the permit holder. Non-contracted law enforcement and/or private licensed security may only be used with prior written approval from the Little Elm Chief of Police.

## **TRASH AND LITTER**

Permit holders are responsible for providing clean-up during and following the event including all trash and litter removal. All permanent trash receptacles must be maintained during the event and left free of trash following the event. Organizers may be required to provide additional trash receptacles and dumpsters based on the event scope. The applicant/permit holder is solely responsible for arranging the additional trash needs and all associated costs. If it becomes necessary for the Town to clean up any given area, the permit holder will forfeit any deposit and may be billed for all costs of the clean-up. The Town reserves the right to determine location for dumpster units.

## **RESTROOMS**

Organizers of events may be required to provide portable toilets or make arrangements for restroom facilities at the event organizer's expense. Portable toilets must be removed immediately following the event, unless other arrangements have been made and approved by Town staff. The public restrooms at any Town facility typically must remain open to the general public during the event. The Town may require event organizers to provide a restroom porter service (on-site vendor stocking and cleaning periodically throughout the day) for existing restroom facilities based on the information provided by the Applicant. All costs for porter services will be the responsibility of the permit holder. The Town reserves the right to determine location for portable restroom units.

## **SALE OF FOOD**

Where food is prepared on-site and for sale, organizers are responsible for obtaining appropriate permits. A copy of the permit(s) will be required prior to the issuance of the Special Event Permit.

Certain Town facilities and parks may be subject to a contractual exclusive right to sell food which requires consent of the Concessionaire for the Event Permit holder to sell food.

## **INSURANCE**

Event organizers will be required to carry and provide proof of general liability insurance coverage in the amount of at least \$1,000,000 single limit, covering both bodily injury and property damage during the term of the event. The Town of Little Elm must be listed as an "Additional Insured". All costs associated with insurance are the responsibility of the event organizer. Subcontractors, vendors, and others associated with the production of the special event may also be required to meet this condition including, but not limited to, food/beverage vendors, activity vendors, caterers and/or event rental companies.

## **AMPLIFIED SOUND/NOISE**

The Town of Little Elm has noise ordinances which prohibit excessive noise. Amplified sound may include, but is not limited to, professional speaker set up, live music, DJ, bands PA announcements and/or streaming music. Any amplified sound will require a Special Event Permit. The Town reserves the right, at its sole discretion, to require a Special Event Permit for use of a portable/Bluetooth speaker at any Town facility or park as determined by Town staff.

It is the sole responsibility of the event organizer to familiarize themselves with these noise restrictions and ensure the event is in compliance.

## **SIGNS AND BANNERS**

All signs and/or banners to be displayed prior to and during the event must be approved prior to event day. Signs are not allowed in the road, unless prior approval in the Special Event Application. Signs must be removed immediately after the event. Banners may not be hung on or suspended from existing light pole structures or trees inside the parks.

## **FIREWORKS**

Fireworks, pyrotechnics or any type of flame effects of any class, kind or type requires additional applications, reviews, and conditions for approval. Fireworks are regulated by the State of Texas and Little Elm Fire Marshal Office. Applicant must provide proof of approval and compliance with all requirements of such agencies at least 30 days prior to the event.

## **TOWN SERVICES AND EVENT ACCESS**

All regularly scheduled Town services will be provided during the normal work hours whenever possible. The Town staff and their respective contractors shall have unrestricted access to the reserved facilities or parks at any time during the event (set up, tear down, event production) to execute the functions of their respective job or contract. Town staff and contractors will be identifiable through a uniform or Employee ID Badge.

The Director of Community Services or their designee has the authority to cancel or stop an event, before or during the event if the conditions required for approval of the event are not being met. In addition, the Chief of Police has the authority to cancel or stop an event, or place additional restrictions on the event, if it is deemed that the public health, safety, or welfare is being jeopardized and/or would be better served with additional restrictions or requirements.

## **SPECIAL RULES AND ADDITIONAL PROCEDURES**

Special rules and additional procedures may be required that are unique to certain Town facilities/parks.

### Non-Reservable Facilities

The following facilities are not reservable or available for external events (events that are not produced, sponsored, or partnered by the Town:

- The Lawn at The Lakefront

The Town reserves the right, at its sole discretion, to deny use of the facility or require the event to cease and organizer/attendees vacate the park in the event policies are not adhered to.

## **POLITICAL ACTIVITY**

Political events/activity, including but not limited to, candidate meet and greets, conducting voter registration, Town forums and/or rallies, are permitted with the following considerations:

- All park rules are followed.
- Political meetings/events must follow the established reservation guidelines to utilize Town property.



- The activity does not interfere with existing park reservations, maintenance, and/or special events.
- The activity does not impede access to any areas within the facility or cause a disruption to park patrons and surrounding residents.
- Certain exceptions may apply as required by law and determined by the Little Elm Legal Counsel.

#### **OTHER CONSIDERATIONS AND APPROVALS**

By submitting an application for a Special Event Permit, Applicants agree to follow local, state, and federal Orders or Declarations and/or Centers for Disease Control and Prevention (CDC) and Public Health Agency guidelines on disease control and prevention when organizing events and gatherings. Guidelines for events and gatherings are available from various sources including, but not limited to, the CDC ([www.cdc.gov](http://www.cdc.gov)) and the Department of Human Health Services ([www.hhs.gov](http://www.hhs.gov)). The Town of Little Elm does not accept any authority for or liability of the health and safety of the event Applicant, participants, attendees, volunteers, vendors or sponsors. Applicant assumes all liability related to the health and safety of all those attending the special event.

#### **COMPLIMENTARY TICKETS FOR TOWN PRODUCED SPECIAL EVENTS**

From time to time, it may be necessary to provide tickets at no cost to those who may provide a benefit to the Town of Little Elm. This may include, but is not limited to, sponsors, influencers, business associates, partners, media outlets, public officials, or Town of Little Elm officials serving in their official capacity. Tickets and parking passes are non-transferrable and must be used by the recipient.

Tickets for the following groups that include, but are not limited to, influencers, sponsors, business associates, partners and media outlets, shall be outlined in partnership agreements where there is an outlined benefit for the Town.

Tickets for external public officials shall be coordinated through the Town Manager's Office. The quantity will be determined based on the event.

Tickets for Town Council members shall be coordinated through the Town Manager's Office. Council Members will receive the following non-transferable tickets and passes to the events listed in **Appendix A**.

Requests in addition to the number of tickets allocated below shall be requested through the Town Council.

Town staff is expected to pay the fees associated with all special events unless portions of the special event are part of a Town-sponsored program. When Town staff is required to be present in their official capacity to work the event, they will not have to pay an admission or parking fee.

## APPENDIX A

### **Big Easy**

- (1) Parking Pass

### **Little Elm Craft Brew & Que**

- (4) VIP Beer/Wine BBQ Experience Ticket

### **July Jubilee**

- (1) Premium Parking Pass package

### **Autumn Fest**

- (1) Parking Pass



**Date:** 04/02/2024  
**Agenda Item #:** 3. A.  
**Department:** Administrative Services  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Kate Graham, Assistant to the Town Manager

---

**AGENDA ITEM:**

Present a **Proclamation Declaring April 2024 as Child Abuse Prevention Month.**

**DESCRIPTION:**

Mayor Cornelious will present a proclamation declaring April 2024 as Child Abuse Prevention Month.

**BUDGET IMPACT:**

None.

**RECOMMENDED ACTION:**

Information only, no action required.

---

**Attachments**

2024 Child Abuse Prevention Month Proclamation





# *Proclamation*

**WHEREAS**, there were 550 children affected by abuse and neglect served by CASA of Denton County in 2023; and

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

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

NOW, THEREFORE, in honor of all children in Denton County, we declare **April 2024** as **Child Abuse Prevention Month** and commend the work of CASA of Denton County volunteers in advocating for children during this difficult time in their lives.

Given under my hand and Seal of the Town of Little Elm, Texas, this 2nd day of April, 2024.

---

Curtis J. Cornelious, Mayor of Little Elm



**Date:** 04/02/2024  
**Agenda Item #:** 5. A.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Caitlan Biggs, Director of Administrative Services/Town Secretary

---

**AGENDA ITEM:**

Consider Action to Approve the **Minutes from the March 19, 2024, Regular Town Council Meeting.**

**DESCRIPTION:**

The minutes from the March 19, 2014, regular Town Council meeting are attached for approval.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

Minutes - March 19, 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 19, 2024 - 6:00 p.m.

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

Absent: Council Member Neil Blais

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

*Town Manager Matt Mueller stated that the Town has contracted with Marcel Brunel to help address areas of opportunities within the Little Elm Police Department.*

*Marcel outlined the process used over the past several months and patterns that emerged from the feedback. He then discussed initiatives being implemented to measure progress in the department with a culture check-in in late 2024.*

*Town Engineer Wesley Brandon gave an overview of the item in the attached presentation.*

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

*Town Engineer Wesley Brandon gave an overview of the item in the attached presentation.*

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

A. Invocation.

*Mayor Pro Tem Jamell Johnson gave the invocation.*

B. Pledge to Flags.

C. Items to be Withdrawn from Consent Agenda.

*None.*

D. Emergency Items if Posted.

*None.*

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

*Council Member Andrew Evans will be absent at the next council meeting.*

*Council Member Michel Hambrick requested an item to be placed on a future agenda regarding TxDOT's expansion of Eldorado and its affect on Eldorado Estates.*

F. **Presentation of Monthly Updates.**

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

*Town Manager Matt Mueller discussed the storm last Thursday and the use of emergency sirens.*

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

*None.*

3. **Presentations.**

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

*The Mayor presented the challenge coin.*

- 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.**

*The Mayor presented the awards.*

**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.*

**None.**

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

**Vote:** 6 - 0 - Unanimously

- 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.**

Motion by Council Member Tony Singh, seconded by Mayor Pro Tem Jamell T. Johnson 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.**

**Vote:** 6 - 0 - Unanimously

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

Motion by Council Member Andrew Evans, seconded by Council Member Tony Singh to **accept the Town's "Financial Highlights" for the Fiscal Year ended September 30, 2023.**

**Vote:** 6 - 0 - Unanimously

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

Motion by Council Member Tony Singh, seconded by Council Member Michel Hambrick to **remove Derrick JaQuess (board member) and Gerod Ware (alternate member).**

**Vote:** 6 - 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.

**None.**

**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.**

***Meeting was adjourned at 7:18 p.m.***

Respectfully,

**Caitlan Biggs**  
Town Secretary

Passed and Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2024.



**Date:** 04/02/2024  
**Agenda Item #:** 5. B.  
**Department:** Public Works  
**Strategic Goal:** Ensure excellence in public services while keeping up with the growth in the community  
**Staff Contact:** Jason Shroyer, Director of Public Works

---

**AGENDA ITEM:**

Consider Action to Approve a **Proposal with Aqua-Aerobic System, Inc. for Repairs to the Wastewater Treatment Plant Filter System Unit Number 1 in an Amount not to Exceed \$100,000.**

**DESCRIPTION:**

The final filtration process at the wastewater treatment plant plays a crucial role in removing remaining solids from treated wastewater before discharging into Lake Lewisville. These solids are typically referred to as Total Suspended Solids or TSS. At present, the plant employs two sets of Aqua Diamond filters, featuring elongated diamond-shaped skeletons covered in cloth fabric. The treated water is filtered through this fabric, which will remove any solids remaining in the water down to the microscopic level. This is the second to final step in the treatment process before ultraviolet disinfection and then reintroduction into Lake Lewisville.

Due to the aging state of the filter system and its maintenance requirements, Aqua-Aerobic Systems, Inc. was tasked with conducting an inspection and performing essential repairs. As the sole-source provider for the machinery, parts, and repair expertise needed, Aqua-Aerobics was the obvious choice for this assignment. Following the inspection, it became evident that significant repairs were necessary to enhance tolerances between the moving parts and prevent potential system failure due to misalignment. Additionally, there were several instances where the filter assembly anchor bolts had become dislodged from the concrete foundation. Due to the extensive damage identified, the filter system was temporarily taken offline. To ensure continuous wastewater treatment during the repair process, the Town procured two temporary filter units. These units are currently operational onsite, allowing us to maintain our wastewater treatment operations while the necessary repairs are underway.

Aqua-Aerobic Systems, Inc. has submitted a quote of \$92,227 for the required repair parts for one of the filter channels. This quotation solely pertains to the parts essential for the repairs. Currently, our team is collaborating with a contractor to arrange for the necessary labor to carry out the repairs. Once this first channel's service is restored, we can shift the flow from the temporary/portable filters back to our own system. Subsequently, Aqua-Aerobics will inspect and provide repair quotes for the second filter channel. The expected lead-time associated with



manufacturing and delivering these repair parts is 12 - 14 weeks upon approval of the proposal.

**BUDGET IMPACT:**

The expenditures for this project will reduce the amount of funds planned to be transferred to the Utility CIP fund. Once complete and all expenses have been finalized for rental units and repairs to the filter system, the budget for transfers to the Utility CIP fund will be known and transferred accordingly.

**RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

Aqua-Aerobics Systems, Inc. Repair Quote



TO: Little Elm WWTP  
1600 Mark Tree Lane  
Little Elm  
TX 75068  
USA

PROJECT: LITTLE ELM, TX

ATN: Tim Walker

PROPOSAL DATE: March 22, 2024

CC: Hartwell Environmental Corp. / ph#: 817/446-9500 / fx#: 817/446-7200  
Bob Russell

**The following Notes apply to Aqua-Aerobic Systems' proposal:**

- We are pleased to quote, for acceptance within 90 days of this date, prices and terms on goods listed below.
- Equipment will be furnished by Aqua-Aerobic Systems, Inc. with unloading of goods, civil work, and installation by the Buyer.
- The equipment in this proposal shall be installed by others.
- This proposal is for the equipment Aqua-Aerobic Systems' has recommended for replacement on Diamond Filter # 1 at Little Elm WTP, TX.

NOTE: The City of Little Elm may want to consider a contingency fund to be built into their purchase, with that contingency only being used if items beyond the currently identified scope of supply were to arise. If the city would like to consider a contingency fund for this rebuild, Aqua-Aerobic Systems recommend 10% of the PO amount, and the contingency would only be utilized upon mutual agreement between Aqua and the City of Little Elm.

**Cloth Media Filters**

**AquaDiamond Basins**

**4 AquaDiamond base plate components consisting of:**

- Slider end bar
- Hex jam nut(s) 3/8"-16.
- Washer, Flat 3/8" x 1" 316SS.
- Nut, Hex Full 3/8"-16 316SS.
- Stud 3/8"-16UNC x 6" 304SS A
- Slide base
- Adhesive cartridge
- Adhesive dispensing gun

**AquaDiamond Frame Assemblies**

**1 Diamond Filter Frame Assembly - long end components consisting of:**

- Safety wire 316SS
- Cloth end seal
- Noryl inner panel supports.
- 304 stainless steel filter frame supports.
- 304 stainless steel filter media band clamps.
- Noryl cloth retainer bars.
- Filter frame support bars.
- 40' PES-13 OptiFiber® pile filter cloth media socks.
- Filter frame quarter panels.

**1 Diamond Filter Frame Assembly - short end components consisting of:**

- Safety wire 316SS
- Cloth end seal
- Noryl inner panel supports.
- 304 stainless steel filter frame supports.
- 304 stainless steel filter media band clamps.
- Noryl cloth retainer bars.
- Filter frame quarter panels.

### **AquaDiamond Drive Platform Assemblies**

#### **1 Diamond Filter Drive Platform Assembly components consisting of the following:**

- Coupling, 6 DIA w/ clamps
- Coupling, 4 DIA clamps
- 11 Feet per unit, #80 Stainless Steel Roller chain.
- Polyethylene skid plate(s).
- Sprocket(s).
- Offset connection link
- Key 1/2" SQ
- End Shaft
- Painted steel drive shaft coupling(s).
- Pillow block bearings.
- Idler sprocket(s).

### **AquaDiamond Backwash/Solids Piping Assemblies**

#### **1 Backwash/Solids Plumbing Assembly components will be provided as follows:**

- 304 stainless steel sludge dropleg weldments.
- Stainless steel hose clamps.
- 2" Flexible hose.

#### **1 Backwash Shoe Mounting Assembly components consisting of:**

- Backwash lever weldment, bottom
- Bushing, flange
- Pivot pin weldment, 3/4"x7-3/8"
- Backwash lever weldment
- Bushing(s).
- Safety wire, 316 SS
- Pivot pin weldment, 3/4"x12-1/8" BM

### **AquaDiamond Engineering**

#### **1 Set(s) Documentation will be provided as described:**

- Operation & Maintenance Manuals (English language) in electronic format.

### **AquaDiamond Supervision/Freight**

#### **1 Supervision Services and Freight Package will be provided as follows:**

- 4 Day(s) On Site for MECHANICAL SUPERVISION
- 4 Trip(s) for MECHANICAL SUPERVISION
- Freight to jobsite

#### **The Following Notes apply to Aqua-Aerobic Systems' Proposal:**

- We expect shipment of equipment (transit time excluded) will be approximately 12-14\* from receipt of purchase order.

\*Schedules may be adjusted at time of order placement, depending upon existing order backlog. Weeks quoted are actual working weeks.

- Schedule changes due to supply chain disruption may impact the above quoted times. Aqua-Aerobic Systems will advise if/when any such disruption applies.

- F.O.B. JOBSITE; TITLE AND RISK OF LOSS: All prices and all shipments of goods are F.O.B. Jobsite City Location. It is the responsibility of the Buyer to unload shipments and utilizing the packing list and bill of lading provided with the shipment notate shortages/damages upon receipt of the shipments and notify Aqua-Aerobic in writing within 7 days of the shortages/damages to facilitate filing of a freight claim. Delivery of the goods sold hereunder by the carrier shall be deemed delivery to Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.
  
- TAXES: State and/or local taxes are not included in the price but will be charged unless we receive a valid sales exemption certificate, direct pay permit, or other documentation required specifically by the taxing entity prior to shipment.
  
- PAYMENT TERMS: Subject to credit approval and guarantee of payment, payment Net 30 days from date of each shipment; no retainage allowed.
- Additional supervision services can be provided for an additional charge of \$1750/day plus travel and living expenses.
  
- TRADEMARKS: Aqua-Jet® Surface Mechanical Aerator, Aqua-Jet II® Contained Flow Aerator, AquaDDM® Direct-drive Mixer, TurboStar® Directional Mixer, ThermoFlo® Surface Spray Cooler, Endura® Series Limited Maintenance Product, OxyMix® Pure Oxygen Mixer, OxyStar® Aspirating Aerator, TurboSta® Directional Mixer, rFold-a-Float® Self-deploying Segmented Float, SAF-T Float® Safe Accessible Float Technology, Aqua MixAir® Aeration System, AquaCAM-D® Combination Aerator/Mixer/Decanter, AquaSBR® Sequencing Batch Reactor, Aqua MSBR® Modified Sequencing Batch Reactor, AquaPASS® Phased Activated Sludge System, Aqua BioMax® Dual Treatment System, AquaEnsure® Ballast Decanter, Aqua EnduraTube® Fine-bubble Tube Diffuser, Aqua EnduraDisc® Fine-bubble Disk Diffuser, Aqua CB-24® Coarse-bubble Diffuser, AquaDisk® Cloth Media Filter, AquaDiamond® Cloth Media Filter, AquaDrum® Cloth Media Filter, Aqua MiniDisk® Cloth Media Filter, Aqua MegaDisk® Cloth Media Filter, AquaPrime® Cloth Media Filter, AquaStorm® Cloth Media Filter, OptiComb® Backwash System, OptiFiber® Cloth Filtration Media, OptiFiber PES-13® Cloth Filtration Media, OptiFiber PA2-13® Cloth Filtration Media, OptiFiber PES-14® Cloth Filtration Media, OptiFiber PF-14® Cloth Filtration Media, OptiFiber UFS-9® Cloth Filtration Media, Trust the Tag® OptiFiber® Service Mark, AquaABF® Automatic Backwash Filter, AquaMB® Multiple Barrier Membrane System, Aqua-Aerobic® MBR Membrane Bioreactor System, Aqua MultiBore® Membranes, Aqua Multibore® C-Series Ceramic Membranes, Aqua Multibore® P-Series Polymeric Membranes, Aqua Electrozone® Ozone Generation System, IntelliPro® Monitoring and Control System, AquaPRS™ PFAS Removal System, AquaPR-206™ PFAS Removal System, Aqua-Aerobic®, and the Aqua-Aerobic Corporate logo artwork are registered trademarks or pending trademarks of Aqua-Aerobic Systems, Inc. Nereda®, AquaNereda® Aerobic Granular Sludge Technology, and the AquaNereda Product logo artwork are a registered trademark of Royal HaskoningDHV. All other products and services mentioned are trademarks of their respective owners.

**GOODS QUOTED ABOVE WILL BE SOLD SUBJECT ONLY TO THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY OBJECTED TO.**

**Total Price:     \$92,227**

---

**TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)****Page 1 of 2**

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

**PAYMENT**

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

**DURATION OF QUOTATION**

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

**SHIPMENT**

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

**TITLE AND RISK OF LOSS**

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

**TAXES**

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

**INSURANCE**

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

**SECURITY**

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

**LIMITATION OF ACTION**

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

**CANCELLATION CLAUSE**

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

**PROPRIETARY INFORMATION**

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.

**TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)**

Page 2 of 2

**QUALIFIED ACCEPTANCE AND INDEMNITY**

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

**WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER**

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

**OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED** to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

**THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.**

**UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.**

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by: \_\_\_\_\_

Company: \_\_\_\_\_

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

Offer Respectfully Submitted,

*Denise Uchacz*

Denise Uchacz, Aftermarket Sales Representative  
Aqua-Aerobic Systems, Inc.



**Date:** 04/02/2024  
**Agenda Item #:** 5. C.  
**Department:** Finance  
**Strategic Goal:** Provide a safe and welcoming environment for Little Elm residents and visitors  
**Staff Contact:** Jason Shroyer, Director of Public Works

---

**AGENDA ITEM:**

Consider Action to Award **Bid 2024-14 for SCADA System Upgrades, in the estimated amount of \$824,000.**

**DESCRIPTION:**

On March 22, 2024, the Town received bids for SCADA system upgrades to wastewater collections, wastewater treatment plant, and elevated storage tank facilities. Eleven sites are proposed in the plan submittals. Bids were advertised in the local paper and posted on the Town's eProcurement system. Two hundred sixty-seven (267) vendors were notified, with two (2) contractors responding. Staff recommends Prime Controls of Lewisville, Texas as the lowest responsible bidder.

**BUDGET IMPACT:**

Budget is identified in the Utility CIP program, and funding is from the 2021 CO bonds.

**RECOMMENDED ACTION:**

Staff recommends approval

---

**Attachments**

2024-14 SCADA Tabulation  
2024-14 SCADA System Upgrades Contract

|                          |  |                     |                       |
|--------------------------|--|---------------------|-----------------------|
| <b>Event Number</b>      | 2024-14  | <b>Organization</b> | Town of Little Elm    |
| <b>Event Title</b>       | SCADA System Upgrades<br>Bid 2024-03 has been cancelled, all bids rejected.<br>The Town of Little Elm is seeking bids to perform SCADA System Upgrades.<br><br>The Town of Little Elm is accepting electronic bids.<br><br>BY RESPONDING TO THIS BID, CONTRACTOR SHALL AGREE TO THE FOLLOWING TERMS AND CONDITIONS:<br><br>Bidders must submit with their bids a bid bond in the amount of \$100,000 as a guarantee that the Bidder will enter into a contract with the Town of Little Elm within (10) days after notice of award of contract is received.<br><br>BID OPENING:<br>Microsoft Teams meeting:<br><br><a href="https://teams.microsoft.com/l/meetup-join">https://teams.microsoft.com/l/meetup-join</a><br><br>Meeting ID: 248 755 201 008<br>Passcode: ACSyIE | <b>Workgroup</b>    | Purchasing            |
| <b>Event Description</b> |  | <b>Event Owner</b>  | Rebecca Hunter        |
| <b>Event Type</b>        | IFB  | <b>Email</b>        | rhunter@littleelm.org |
| <b>Issue Date</b>        | 3/7/2024 11:00:01 AM (CT)  | <b>Phone</b>        |                       |
| <b>Close Date</b>        | 3/22/2024 11:00:00 AM (CT)   | <b>Fax</b>          |                       |

| Responding Supplier | City       | State | Response Submitted         | Lines Responded | Response Total |
|---------------------|------------|-------|----------------------------|-----------------|----------------|
| Prime Controls      | Lewisville | TX    | 3/21/2024 04:55:25 PM (CT) | 13              | \$823,336.03   |
| RLC Controls, Inc.  | Mckinney   | TX    | 3/22/2024 09:59:27 AM (CT) | 13              | \$896,835.00   |

**Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.**



Town of Little Elm  
 Bid 2024-14  
 SCADA System Upgrades

| Line # | Description                                   | QTY | UOM    | Prime Controls<br>Lewisville, TX |              | RLC Controls, Inc.<br>McKinney, TX |              |
|--------|---|-----|--------|----------------------------------|--------------|------------------------------------|--------------|
|        |   |     |        | Unit                             | Extended     | Unit                               | Extended     |
| 1      | 0010Garza LS: Radio / Network, Programmin1    |     | LS     | \$87,034.00                      | \$87,034.00  | \$90,080.00                        | \$90,080.00  |
| 2      | 0020Kings Crossing LS: Radio / Network, Proq1 |     | LS     | \$94,433.00                      | \$94,433.00  | \$99,560.00                        | \$99,560.00  |
| 3      | 0030Lift Station #3: Radio / Network, Progra1 |     | LS     | \$70,819.00                      | \$70,819.00  | \$75,875.00                        | \$75,875.00  |
| 4      | 0040Lift Station #5: Radio / Network, Progra1 |     | LS     | \$82,590.00                      | \$82,590.00  | \$89,050.00                        | \$89,050.00  |
| 5      | 0050Sunset Pointe LS: Radio / Network, Prog1  |     | LS     | \$111,401.00                     | \$111,401.00 | \$125,975.00                       | \$125,975.00 |
| 6      | 0060Valencia LS #1: Radio / Network, Progra1  |     | LS     | \$10,097.00                      | \$10,097.00  | \$12,785.00                        | \$12,785.00  |
| 7      | 0070WWTP LS: Radio / Network, Programmi1      |     | LS     | \$1,745.00                       | \$1,745.00   | \$17,360.00                        | \$17,360.00  |
| 8      | 0110423 EST: Radio / Network, Programming1    |     | LS     | \$106,735.00                     | \$106,735.00 | \$110,295.00                       | \$110,295.00 |
| 9      | 0120Eldorado EST: Radio / Network, Progran1   |     | LS     | \$108,057.00                     | \$108,057.00 | \$113,060.00                       | \$113,060.00 |
| 10     | 0130Walker EST: Radio / Network, Programn1    |     | LS     | \$94,895.00                      | \$94,895.00  | \$106,520.00                       | \$106,520.00 |
| 11     | 0210 WWTP Lab: UV and Filters Communica1      |     | LS     | \$26,695.00                      | \$26,695.00  | \$25,300.00                        | \$25,300.00  |
| 12     | MOBMobilization and Demobilization - Maxi1    |     | LS     | \$23,835.03                      | \$23,835.03  | \$25,975.00                        | \$25,975.00  |
| 13     | Travel Expense reimbursement. \$5,000         | 1   | LS     | \$5,000.00                       | \$5,000.00   | \$5,000.00                         | \$5,000.00   |
|        |   |     | Total: |                                  | \$823,336.03 | \$896,835.00                       |              |

**Town of Little Elm, Texas  
Contract for Services**

This Agreement is made by and between the Town of Little Elm, Texas, a Texas home-rule municipality (hereinafter referred to as the "Town") and **Prime Controls, L.P.** (hereinafter referred to as the "Provider") for **SCADA System Upgrades**, (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Provider hereby agree as follows:

---

1. **EMPLOYMENT OF THE PROVIDER.** The Town agrees to retain the Provider for, and the Provider agrees to provide services relative to, the following Project: **Bid 2024-14 SCADA System Upgrades** (hereinafter also referred to as "Services") in accordance with the terms and conditions as set forth in this Agreement and in Exhibit A, attached hereto and incorporated herein by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in **Exhibit A**. Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Provider agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Agreement and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period for this Agreement shall commence upon execution, and remain in place until work is satisfactorily complete by the Town.
5. **COMPENSATION.** The Provider's total compensation for services to be performed and expenses to be incurred is specified in **Exhibit A**, attached hereto and incorporated herein by reference.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after the Town's receipt of the invoice for the previous month's Services.
7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment. Invoices should be mailed to Accounts Payable, Town of Little Elm, 100 W. Eldorado, Little Elm, TX 75068, or emailed to [accounts.payable@littleelm.org](mailto:accounts.payable@littleelm.org).
8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Provider on account of unsatisfactory performance by the Provider. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and, if so used, will not be paid to the Provider.
9. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to the Provider.
10. **INSURANCE.** The Provider shall provide proof that it has obtained and will continue to maintain throughout the duration of this Agreement the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of this Agreement.
11. **INDEMNIFICATION.** **THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE TOWN, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF**

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

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

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

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

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

15. **SECURITY BREACH NOTIFICATION.** Provider shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance Provider experiences or learns of that either compromises or could reasonably be expected to comprise Town data through unauthorized use, disclosure, or acquisition of Town data ("Security Breach"), Provider shall immediately notify Town of its discovery. After such notification, Provider shall, at its own expense, immediately: Investigate to determine the

nature and extent of the Security Breach. Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security. Report to Town the nature of the Security Breach, the Town data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what Provider has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action Provider has taken or will take to prevent future similar unauthorized use or disclosure.

16. **SECURITY BREACH DEFINED.** The unauthorized acquisition of or access to Customer Data by an unauthorized person that compromises the security, confidentiality, or integrity of Customer Data, including instances in which internal personnel access systems in excess of their rights or use systems inappropriately. "Security Breach" shall also be deemed to include any breach or security, confidentiality, or privacy as defined by any applicable law, rule regulation, or order.
15. **TERMINATION OF CONTRACT.** The Town may terminate this Agreement upon thirty (30) days written notice to the Provider, except in the event (i) the Provider is in breach of this Agreement, or (ii) the Provider fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the Town shall notify the Provider and the Provider shall be given seven (7) days to cure such breach or failure to comply. Should the Provider fail to cure to the satisfaction of the Town, the Town may terminate this Agreement upon written notice as provided herein.

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

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

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

16. **PROVIDER'S REPRESENTATIONS.** The Provider hereby represents to the Town that the Provider is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required under this Agreement.
17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to the Provider for additional work without the Town's written approval before such work begins.
18. **PERFORMANCE BY PROVIDER.** All Services provided by the Provider hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and the Provider shall be responsible for all Services provided hereunder whether such services are provided directly by the Provider or by any sub-Providers hired by the Provider. The Provider shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. The Provider shall not utilize sub-Providers to perform Services without the Town's prior written consent.
19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Provider's employees, a full report of the facts, extent of the damage and estimated impact on the Provider's schedule shall be submitted to the Town by 8:00 a.m. of the following Town

business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Provider must notify Police Dispatch immediately. The Provider shall be fully liable for all damage to Town property or equipment caused by the Provider's officers, employees, agents or sub-Providers.

20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Agreement, the Town has any reasonable objection to any of the Provider's personnel, or any personnel retained by the Provider, then the Provider shall promptly propose substitutes to whom the Town has no reasonable objection, and the Provider's compensation shall be equitably adjusted to reflect any difference in the Provider's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The Provider warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town are followed.
22. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the Town and the Provider, the Town and the Provider agree to submit such disagreement to non-binding mediation before pursuing any other legal remedy.
23. **ENTIRE CONTRACT.** This Agreement together with Exhibit A, attached hereto and any other exhibit attached hereto contains the entire contract between the Town and the Provider concerning the Services for the Project. There will be no understandings or contracts other than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto. In the event of a conflict between an attachment to this Agreement and this Agreement, this Agreement shall control.
24. **MAILING ADDRESSES.** All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

**Town of Little Elm**  
Rebecca Hunter, CPPB  
Purchasing Manager  
100 W. Eldorado  
Little Elm, TX 75068

**Prime Controls, L.P.**  
Lain Cloy  
Account Manager  
1725 Lakepointe Dr.  
Lewisville, TX 75057

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

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

EXECUTED in single or multiple originals, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

TOWN OF LITTLE ELM

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

Prime Controls, L.P.

DocuSigned by:  
*Jace McNeil*  
\_\_\_\_\_  
Signature

Jace McNeil (President and General Partner)

\_\_\_\_\_  
Name and Title

EXHIBIT A

**Prime Controls Information**

Contact: Lain Cloy  
 Address: 1725 Lakepointe Dr  
 Lewisville, TX 75057  
 Phone: (972) 221-4849  
 Email: l.cloy@prime-controls.com

Undersigned affirms that they have read and understand all requirements of this request. <P> The undersigned affirms that they are duly authorized to sign and submit this response on behalf of the firm named in the submittal. <P> Additionally, the undersigned confirms that the has not been prepared in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this proposal.

Lain Cloy

*Signature*

Submitted at 3/21/2024 04:55:25 PM (CT)

l.cloy@prime-controls.com

*Email***Response Attachments****Bid Bond.pdf**

Bid Bond

**Prime Controls Information Packet.pdf**

Information Packet

**CIQ Form.pdf**

Prime Controls CIQ Form

**Bid Lines**

|          |  |   |   |
|----------|--|---|---|
| <b>1</b> | 0010<br>Garza LS: Radio / Network, Programming, PLC Replacement, Instrumentation<br>Quantity: <u>  1  </u> UOM: <u>  LS  </u>  | Price: <input type="text" value="\$87,034.00"/> | Total: <input type="text" value="\$87,034.00"/> |
| <b>2</b> | 0020<br>Kings Crossing LS: Radio / Network, Programming, PLC Replacement, Instrumentation and Control, Electrical General<br>Quantity: <u>  1  </u> UOM: <u>  LS  </u> | Price: <input type="text" value="\$94,433.00"/> | Total: <input type="text" value="\$94,433.00"/> |
| <b>3</b> | 0030<br>Lift Station #3: Radio / Network, Programming, PLC Replacement, Electrical General<br>Quantity: <u>  1  </u> UOM: <u>  LS  </u>                                | Price: <input type="text" value="\$70,819.00"/> | Total: <input type="text" value="\$70,819.00"/> |
| <b>4</b> | 0040<br>Lift Station #5: Radio / Network, Programming, PLC Replacement, Electrical General<br>Quantity: <u>  1  </u> UOM: <u>  LS  </u>                                | Price: <input type="text" value="\$82,590.00"/> | Total: <input type="text" value="\$82,590.00"/> |

|    |   |           |   |  |  |
|----|---|-----------|---|--|--|
| 5  | 0050<br>Sunset Pointe LS: Radio / Network, Programming,<br>PLC Replacement, Instrumentation and Control,<br>Electrical General              | EXHIBIT A | Quantity: <u>  1  </u> UOM: <u>  LS  </u> | Price: <input type="text" value="\$111,401.00"/> | Total: <input type="text" value="\$111,401.00"/> |
| 6  | 0060<br>Valencia LS #1: Radio / Network, Programming, PLC<br>Replacement, Electrical General  |           | Quantity: <u>  1  </u> UOM: <u>  LS  </u> | Price: <input type="text" value="\$10,097.00"/>  | Total: <input type="text" value="\$10,097.00"/>  |
| 7  | 0070<br>WWTP LS: Radio / Network, Programming, PLC<br>Replacement, Instrumentation and Control,<br>Electrical General                       |           | Quantity: <u>  1  </u> UOM: <u>  LS  </u> | Price: <input type="text" value="\$1,745.00"/>   | Total: <input type="text" value="\$1,745.00"/>   |
| 8  | 0110<br>423 EST: Radio / Network, Programming, PLC<br>Replacement, Instrumentation and Control,<br>Electrical General                       |           | Quantity: <u>  1  </u> UOM: <u>  LS  </u> | Price: <input type="text" value="\$106,735.00"/> | Total: <input type="text" value="\$106,735.00"/> |
| 9  | 0120<br>Eldorado EST: Radio / Network, Programming, PLC<br>Replacement, Instrumentation and Control, Security<br>System, Electrical General |           | Quantity: <u>  1  </u> UOM: <u>  LS  </u> | Price: <input type="text" value="\$108,057.00"/> | Total: <input type="text" value="\$108,057.00"/> |
| 10 | 0130<br>Walker EST: Radio / Network, Programming, PLC<br>Replacement, Instrumentation and Control, Security<br>System, Electrical General   |           | Quantity: <u>  1  </u> UOM: <u>  LS  </u> | Price: <input type="text" value="\$94,895.00"/>  | Total: <input type="text" value="\$94,895.00"/>  |
| 11 | 0210<br>WWTP Lab: UV and Filters Communication  |           | Quantity: <u>  1  </u> UOM: <u>  LS  </u> | Price: <input type="text" value="\$26,695.00"/>  | Total: <input type="text" value="\$26,695.00"/>  |
| 12 | MOB<br>Mobilization and Demobilization - Maximum of 3%<br>of the total of Item Nos. 1 through 11).  |           | Quantity: <u>  1  </u> UOM: <u>  LS  </u> | Price: <input type="text" value="\$23,835.03"/>  | Total: <input type="text" value="\$23,835.03"/>  |
| 13 | Travel Expense reimbursement. \$5,000   |           | Quantity: <u>  1  </u> UOM: <u>  LS  </u> | Price: <input type="text" value="\$5,000.00"/>   | Total: <input type="text" value="\$5,000.00"/>   |
|    | Item Notes: Bidder to enter \$5,000 as an allowance for travel expenses. Any other amount entered will be changed to \$5,000.               |           |   |  |  |

**Response Total: \$823,336.03**



## INSURANCE REQUIREMENTS

The Contractor will not commence work under this Contract until it has obtained all the insurance required herein and such insurance has been approved by the Town, nor shall Contractor allow any subcontractor to commence work on its subcontract until all required insurance of the subcontractor has been obtained and submitted to the Town.

The Contractor shall submit evidence of required insurance on an original ACORD certificate or state approved form at time of bid. The Contractor will have no longer than fifteen (15) calendar days following notification of award to submit the required ACORD form identifying the Town as an additional insured to all applicable coverage, including materials, equipment, or supplies provided by the Town. Failure to submit the required document(s) may result in rescinding the award. The bid may thereafter be awarded to the next lowest responsible bidder. A current ACORD form must be submitted upon policy changes, renewal, or upon request by the Town.

An insurance certificate is required to be on file prior to the start of any work.

*IT IS HIGHLY RECOMMENDED THAT CONTRACTORS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF PROPOSAL/BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN.*

### GENERAL PROVISIONS

1. The Town, its officials, employees and volunteers shall be named as an additional insured with waiver of subrogation in the favor of the Town on the Commercial General Liability and Automobile Liability Insurance policies. These policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.
2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage, materially changed, or in limits except after thirty (30) days prior written notice has been provided to the Town.
3. If the policy is cancelled for non-payment of premium, only ten (10) days' notice is required.
4. Insurance company must be A-rated or above.
5. The company must be duly authorized to conduct business in the State of Texas.
6. Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the Town, its officials, employees, and volunteers for losses arising from the activities under this Contract.
7. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:  

Town of Little Elm  
Purchasing  
100 W. Eldorado Pkwy.  
Little Elm, TX 75068
8. *THE PROJECT NAME AND BID/CONTRACT NUMBER SHALL BE LISTED ON THE CERTIFICATE.*
9. Companies issuing the insurance policies shall have no recourse against the Town for payment of any premiums, assessments, or for any deductibles, which are at the sole responsibility and risk of the Contractor.

10. Liability policies shall be endorsed to provide the following:
  - a. Name of Additional insured: Town of Little Elm, its Officials, Agents, Employees and Volunteers
  - b. That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against who claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
11. Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this Contract and, without lapse, for a period of three years beyond Contract expiration, such that occurrences arising during the Contract term which give rise to claims made after expiration of this Contract shall be covered.
12. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
13. Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the Town receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, the Town may, at its sole option, terminate this Contract effective on the date of the lapse.

## SPECIFIC INSURANCE REQUIREMENTS

***All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:***

**[X] A. General Liability Insurance:**

General Liability insurance with combined single limits of not less than \$1,000,000.00 shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form, (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury (\$500,000) and Property Damage Liability (\$500,000) for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse, or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this Contract, personal injury liability and broad form property damage liability.

**[X] Automobile Liability Insurance:**

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than \$1,000,000 either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury (\$500,000) and property damage liability (\$500,000) arising out of the operation, maintenance, and use of all automobiles and mobile equipment used in conjunction with this contract. Coverage shall include all owned/leased vehicles, non-owned vehicles, and hired vehicles.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- Code 1 - any auto, or
- All owned hired and non-owned autos.

**[X] Workers' Compensation Insurance**

Contractor shall purchase and maintain Workers' Compensation insurance, which in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least \$500,000 for each accident, \$500,000 per each employee, and a \$500,000 policy limit for occupational disease. The Town need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the Town, its officials, agents, employees, and volunteers for any work performed for the Town by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Workers' Compensation Commission (TWCC).

[ ] **Owner's and Contractor's Protective Liability Insurance**

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this Contract, an Owner's and Contractor's Protective Liability insurance policy naming the Town as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this Contract. Coverage shall be on an "occurrence" basis and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least \$500,000.00 combined bodily injury and property damage per occurrence with a \$1,000,000.00 aggregate.

[ ] **Fire Damage Legal Liability Insurance**

Coverage is required if Broad Form General Liability is not provided or is unavailable to the Contractor or if the Contractor leases or rents a portion of a Town building. Limits of not less than \_\_\_\_\_ each occurrence are required.

[ ] **Professional Liability Insurance**

Professional liability insurance with limits not less than \$1,000,000.00 per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Contract.

[ ] **Builders' Risk Insurance**

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the Town of Little Elm and all subcontractors as their interests may appear.

Policy shall protect the Contractor and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under installation floater insurance, from the perils of fire and lightning, the perils included in the standard extended coverage endorsement, and the perils of vandalism and malicious mischief. The amount of such insurance shall not be less than the insurable value of the work at completion less the value of the materials and equipment insured under installation floater insurance.

**Equipment installed under this Contract shall be insured under installation floater insurance when the aggregate value of the equipment exceeds \$10,000.00.**

**If the work does not include the construction of building structures, builder's risk insurance may be omitted providing the installation floater insurance fully covers all work.**

Builder's Risk insurance shall provide for losses to be payable to the Contractor and the Town as their interests may appear and shall contain a waiver of subrogation rights against the insured parties.

[ ] **Installation Floater**

This insurance shall protect the Contractor and the Town from all insurable risks of physical loss or damage to materials and equipment not otherwise covered under Builder's Risk insurance, while in warehouse or storage areas, during installation, during testing, and after the work is completed. Installation floater insurance shall be of the "all risks" type, with coverage is designed for the circumstances, which may occur in the particular work included in this Contract. The coverage shall be for an amount not less than the insurable value of the work at completion, less the value of the materials and equipment insured under Builder's Risk insurance. The value shall include the aggregate value of the Town-furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under Builder's Risk insurance.

[ ] **Commercial Crime**

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to Town funds. Limits of not less than \$\_\_\_\_\_ each occurrence are required.

[ ] **Additional Insurance**

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements.

- Physician's, Surgeons, or Dentists Professional Liability Policy - The Contractor shall provide and maintain such coverage with minimum limits of \$500,000.
- Errors and omissions - The Contractor shall provide and maintain such coverage within the Professional Liability Policy for the protection from claims arising out of performance of professional services in the minimum amount of \$1,000,000 for each occurrence.

**ATTACHMENT 1****[X] Workers Compensation Coverage for Building or Construction Projects**

## 1. Definitions:

**A. Certificate of Coverage** ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

**B. Duration of the Project** - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the Town.

**C. Persons providing services on the project** ("subcontractor" in Section 406.096) - Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

**D. Building or Construction** (Labor Code § 406.096) includes:

1. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
2. Remodeling, extending, repairing, or demolishing a structure; or
3. Otherwise improving real property or an appurtenance to real property through similar activities.
  - i. Real Property means land, an improvement, or an estate or interest in real property, other than a mortgage or deed of trust creating a lien on property or an interest in securing payment or performance of an obligation in real property.
  - ii. Improvement means a permanent building, structure, fixture, or fence that is erected on or affixed to land but does not include a transportable building or structure whether or not it is affixed to land.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, § 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

3. The Contractor must provide a certificate of coverage to the Town prior to beginning work on the Contract.

4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Town showing that coverage has been extended.

5. The Contractor shall obtain from each person providing services on a project, and provide to the Town:

1. a certificate of coverage, prior to that person beginning work on the project, so the Town will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

3. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
4. The Contractor shall notify the Town in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
5. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
6. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
  - i. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, § 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  - ii. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - iii. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - iv. obtain from each other person with whom it contracts, and provide to the Contractor a certificate of coverage, prior to the other person beginning work on the project; and a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - v. retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
  - vi. notify the Town in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - vii. contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.
6. By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Town 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 commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
7. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Town to declare the Contract void if the Contractor does not remedy the breach within seven (7) days after receipt of notice of breach from the Town.



**Date:** 04/02/2024  
**Agenda Item #:** 5. D.  
**Department:** Development Services  
**Strategic Goal:** Ensure excellence in public services while keeping up with the growth in the community  
**Staff Contact:** Wesley Brandon, Town Engineer

---

**AGENDA ITEM:**

Consider Action to Approve an **Interlocal Cooperation Agreement (ICA) between the Town of Little Elm and Denton County, Texas regarding the Fishtrap Road Expansion Project.**

**DESCRIPTION:**

In 2022, Denton County received voter approval of the TRIP-22 Road Bond Program, which includes several roadway improvement projects throughout the County. One of those projects is the expansion of Fishtrap Road between Union Park Blvd. and FM 1385. The scope of work includes expanding the existing two-lane asphalt roadway to a four-lane divided roadway with concrete pavement. The proposed improvements also include sidewalks, lighting, and additional flexibility with signal timing at the intersection of FM 1385.

In order to expedite the project design process, this proposed Interlocal Cooperation Agreement (ICA) would provide a mechanism to allow the Town to manage the design contract and receive reimbursement from Denton County for the associated costs. Denton County would be part of the design team and provide input throughout the process. They would also manage the procurement and construction process once the design is completed. Once the construction process is completed, the Town would assume the maintenance responsibility of the roadway.

**BUDGET IMPACT:**

There is no direct budget impact for this item. The Town will initially fund the design costs for the project but will be reimbursed by Denton County as described in the ICA. The total anticipated design cost is \$1,188,000.

**RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

Draft ICA



## Project Limits



streets, roads, and drainage. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually.

## **II.**

The County and the Town hereby agree that the scope of the Project shall be to provide for engineering to make Fishtrap Road a four-lane roadway between Union Park Boulevard and FM 1385, at an estimated cost of ONE MILLION ONE HUNDRED EIGHTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$1,188,000.00), with the County agreeing to contribute an amount which shall not exceed ONE MILLION ONE HUNDRED EIGHTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$1,188,000.00), but upon advancement of the Project to future phases, this Agreement is intended to be amended at a future date to increase the County commitment. The Project is located entirely within the municipal limits of the Town and Denton County Commissioner Precinct #1.

## **III.**

The County hereby agrees to contribute an amount which shall not exceed ONE MILLION ONE HUNDRED EIGHTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$1,188,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

## **IV.**

The Town agrees to manage all engineering of the Project. The Town shall timely provide the County with all invoices and requested documentation in an amount which shall not exceed ONE MILLION ONE HUNDRED EIGHTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$1,188,000.00).

## **V.**

This exchange of in-kind services between the County and the Town is deemed adequate consideration for the obligations exchanged by the Parties herein.

## **VI.**

As the Town proceeds with the completion of the Project, the Town shall submit all invoices for reimbursement to the Denton County Auditor, Mr. Jeff May, 1 Courthouse Drive, Suite 2000, Denton, Texas 76208, c/o Mr. John Polster, Innovative Transportation Solutions, Inc., 2701 Valley View Lane, Farmers Branch, Texas 75234. The Town shall submit invoices on a monthly basis, and the County shall reimburse the Town on a pro rata basis for all approved expenses related to the Project within thirty calendar days of receipt of an invoice from the Town, provided that all

expenditures are made in a manner which is consistent with the terms of this Agreement. Upon satisfactory completion of the Project, the County and the Town shall prepare and complete a full audit of the Project.

## VII.

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the Town's representative below, the governing body of the Town by the execution of and approval of this Agreement hereby approves of the expenditure of County money to finance the construction, improvement, maintenance, or repair of a street or alley in the County that is located in the Town.

## VIII.

This agreement may be terminated in whole, or in part, by the County or the Town upon thirty days written notice to the other party. In the event of termination by the County, the County shall pay all approved invoices submitted up to and including the date of termination.

## IX.

This Agreement represents the entire integrated agreement between the County and the Town and supersedes all prior negotiations, representations, and agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed as follows:

For Town:                   Honorable Curtis J. Cornelious, Mayor  
Town of Little Elm, Texas  
100 W. Eldorado Parkway  
Little Elm, Texas 75068

Copy To:                   Kathy Phillips, Town Secretary  
Town of Little Elm, Texas  
100 W. Eldorado Parkway  
Little Elm, Texas 75068

For County:               Honorable Andy Eads, Denton County Judge  
1 Courthouse Drive, Suite 3100  
Denton, Texas 76208  
[andy.eads@dentoncounty.com](mailto:andy.eads@dentoncounty.com)  
[holly.sadlowski@dentoncounty.com](mailto:holly.sadlowski@dentoncounty.com)

Copy To:                   Denton County District Attorney's Office - Civil Division  
1450 East McKinney Street, Suite 3100  
Denton, Texas 76209

**X.**

The covenants, terms, and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Denton County, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall be in Denton County, Texas.

**XI.**

The Town agrees and understands that the Town, its employees, servants, agents or representatives shall at no time represent themselves to be employees, servants, agents or representatives of the County.

**XII.**

The Town agrees to accept full responsibility for the acts, negligence and omissions of all Town employees, agents, subcontractors or contract laborers and for all other persons doing work under a contract or agreement with the Town.

**XIII.**

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the Town waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

**XIV.**

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

**XV.**

The undersigned officers and agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

**XVI.**

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed, and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**DENTON COUNTY, TEXAS**

1 Courthouse Drive, Suite 3100  
Denton, Texas 76209

**TOWN OF LITTLE ELM, TEXAS**

100 W. Eldorado Parkway  
Little Elm, Texas 75068

By: \_\_\_\_\_  
Honorable Andy Eads  
Denton County Judge  
Acting by and on behalf of the authority  
of the Denton County Commissioners Court

By: \_\_\_\_\_  
Honorable Curtis J. Cornelious  
Mayor of the Town of Little Elm, Texas  
Acting by and on behalf of the authority  
of the Town of Little Elm, Texas

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Denton County Clerk

By: \_\_\_\_\_  
Town Secretary

**COUNTY AUDITOR'S CERTIFICATE**

I hereby certify funds are available to accomplish and pay the obligation of Denton County, Texas, under this Agreement.

---

Denton County Auditor

**APPROVAL OF INTERLOCAL COOPERATION AGREEMENT**

Denton County, Texas, acting by and through the Denton County Commissioners Court, hereby gives its specific written approval to the following Project, prior to beginning of the Project in satisfaction of Texas Government Code §791.014. The scope of the Project shall be to provide for engineering to make Fishtrap Road a four-lane roadway between Union Park Boulevard and FM 1385, with an estimated cost of completion of ONE MILLION ONE HUNDRED EIGHTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$1,188,000.00). The Project shall be located entirely within the municipal limits of the Town of Little Elm and Denton County Commissioner Precinct #1.

The County hereby agrees to contribute an amount which shall not exceed ONE MILLION ONE HUNDRED EIGHTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$1,188,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

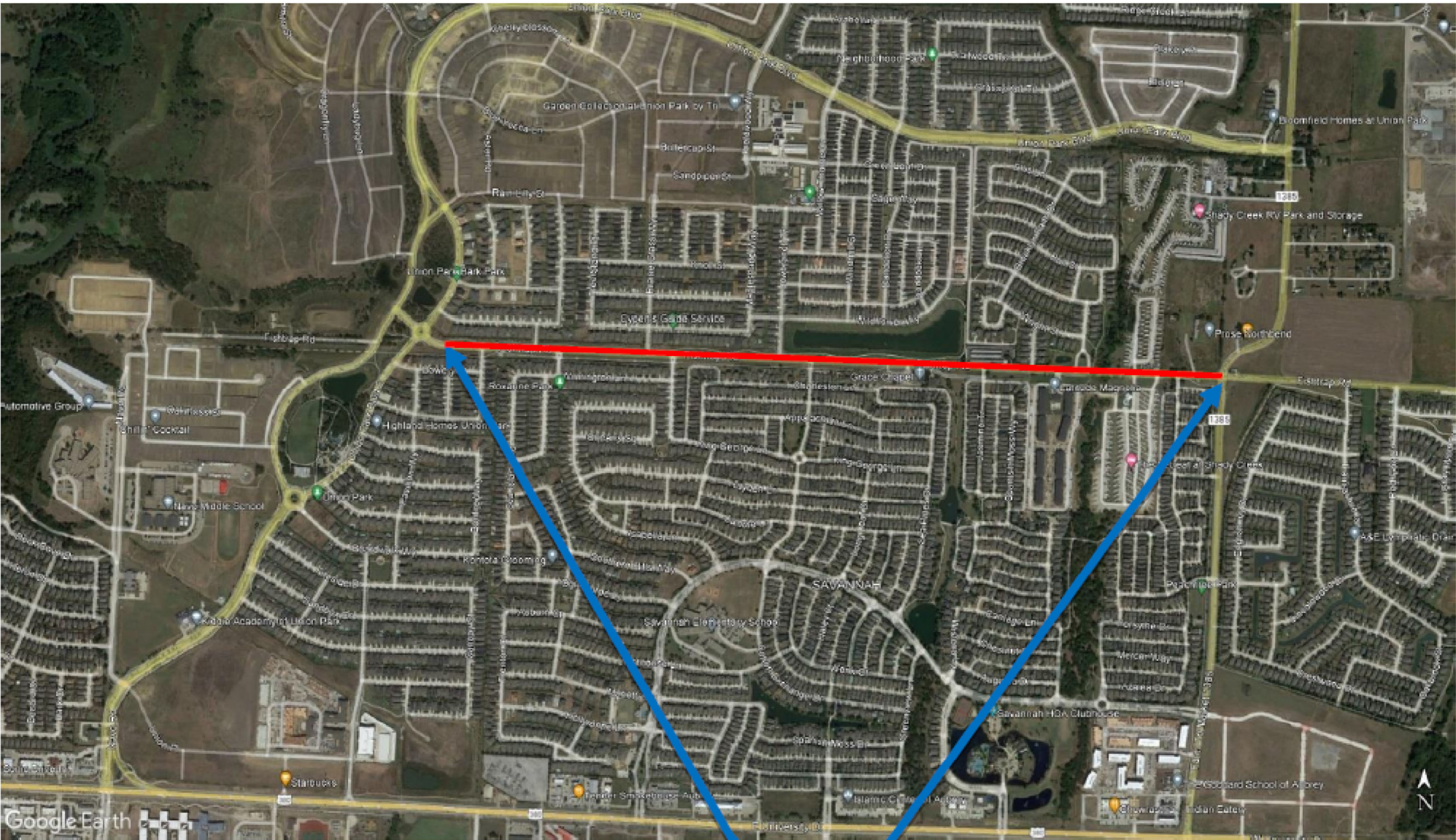
The local governments which requested the Project and with whom the Agreement is by and between are Denton County, Texas, and the Town of Little Elm, Texas.

By vote on the date below, the Denton County Commissioners Court has approved the project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

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

By: \_\_\_\_\_  
Presiding Officer of the Denton  
County Commissioners Court





**Project  
Limits**



**Date:** 04/02/2024  
**Agenda Item #:** 5. E.  
**Department:** Development Services  
**Strategic Goal:** Ensure excellence in public services while keeping up with the growth in the community  
**Staff Contact:** Wesley Brandon, Town Engineer

---

**AGENDA ITEM:**

Consider Action to Approve a **Professional Services Agreement (PSA) between the Town of Little Elm and Teague Nall and Perkins, Inc. regarding the Design of the Fishtrap Road Expansion Project.**

**DESCRIPTION:**

In 2022, Denton County received voter approval of the TRIP-22 Road Bond Program, which includes several roadway improvement projects throughout the County. One of those projects is the expansion of Fishtrap Road between Union Park Blvd. and FM 1385. The scope of work includes expanding the existing two-lane asphalt roadway to a four-lane divided roadway with concrete pavement. The proposed improvements also include sidewalks, lighting, and additional flexibility with signal timing at the intersection of FM 1385.

In order to expedite the project design process, the Town has proposed an Interlocal Cooperation Agreement (ICA) that allows the Town to manage the design contract and receive reimbursement from Denton County for the associated costs. Teague Nall and Perkins, Inc. (TNP) is listed as an approved design consultant through a previous request for qualifications and has submitted a proposal to complete the design portion of the project. TNP has estimated the design process will take approximately twelve months to complete. The proposed scope of work includes the following elements:

- Field Surveying
- Easement and Right-of-way Documents
- Utility Engineering
- Roadway and Drainage Engineering
- Lighting Design
- Bidding and Construction Support

**BUDGET IMPACT:**

There is no direct budget impact for this item. The Town will initially fund the design costs for the project but will be reimbursed by Denton County as described in the ICA. The total anticipated design cost (including a 10% contingency fund) is \$1,188,000.

**RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

Draft Agreement

## AUTHORIZATION FOR PROFESSIONAL SERVICES

**PROJECT NAME:** Fishtrap Road Widening and Reconstruction

**TNP PROJECT NUMBER:** LIT 23419

**CLIENT:** Town of Little Elm, TX  
**ADDRESS:** 100 West Eldorado Parkway  
Little Elm, TX 75068

The Town of Little Elm (the **CLIENT**) hereby requests and authorizes Teague Nall and Perkins, Inc., (the **CONSULTANT**) to perform the following services:

### Article I

**SCOPE:** Provide engineering and surveying services for preparation of construction plans and bid documents to increase the traffic capacity of Fishtrap Road from just east of the roundabout on Union Park Boulevard to the intersection of the FM 1385. The proposed project will widen and reconstruct the existing two-lane, undivided roadway to an urban four-lane divided section with curb and gutters and enclosed storm drains. The new, wider roadway will displace existing utilities on both sides of the road, requiring significant utility coordination.

The project includes the following:

- Topographic survey
- Easement and ROW documents
- Subsurface utility engineering
- Roadway widening and reconstruction plans
- Storm drainage systems design
- Cross culvert design
- Lighting plans
- Utility coordination
- Bid support
- Construction support

A detailed scope of services is included as Attachment 'A' and is made a part hereto.



**Article II**

**COMPENSATION** to be on the basis of the following:

- A. The CONSULTANT’s compensation for Basic Services included in Attachment ‘A’ shall be based on a Total Fee of **\$1,080,000.00** which includes expenses such as prints, plots, photocopies, plans or documents on CD, DVD or memory devices, mileage, air fare, and lodging. Payment to the CONSULTANT shall be due in monthly installments based on the CONSULTANT’s estimate of the percentage of the contract completed during the billing period.

| <b>Basic Services Tasks</b>                                       | <b>Fee Type:</b> | <b>Fees:</b>           |
|---|------------------|------------------------|
| Task 1: Surveying Services  |                  |                        |
| Task 1a: Topographic Design Services                              | Fixed Fee        | \$ 96,000.00           |
| Task 1b: ROW and Easement Documents (25 @ \$3,000 / each)         | \$/EA            | \$ 75,000.00           |
| Task 2: Subsurface Utility Engineering                            |                  |                        |
| Task 2a: Level B-D Subsurface Utility Engineering                 | Fixed Fee        | \$ 162,500.00          |
| Task 2b: Level A Subsurface Utility Engineering (10 @ \$2,800/EA) | \$/EA            | \$ 28,000.00           |
| Task 3: Project Management  | Fixed Fee        | \$ 35,000.00           |
| Task 4: Construction Plans and Bid Documents                      | Fixed Fee        | \$ 475,000.00          |
| Task 5: TxDOT Coordination  | Fixed Fee        | \$ 10,000.00           |
| Task 6: Geotechnical Engineering                                  | Fixed Fee        | \$ 37,000.00           |
| Task 7: Floodplain Study  | Fixed Fee        | \$ 35,000.00           |
| Task 8: Lighting Plans  | Fixed Fee        | \$ 30,000.00           |
| Task 9: Stakeholder Meeting (2 Meetings)                          | Hourly           | \$ 12,500.00           |
| Task 10: Utility Coordination                                     | Hourly           | \$ 40,000.00           |
| Task 11: Bid Support  | Hourly           | \$ 12,000.00           |
| Task 12: Construction Support                                     | Hourly           | \$ 32,000.00           |
| <b>Total Basic Services</b>                                       |                  | <b>\$ 1,080,000.00</b> |

- B. Fees: Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by the CONSULTANT to other entities shall be invoiced at 1.10 times actual cost.
- C. Additional Services: Any service provided by the CONSULTANT which is not specifically described in the scope of work for this contract as defined above or delineated in an attachment shall be considered additional services. A list of additional services is included as Attachment ‘A-1’.

Upon written authorization from the CLIENT, the CONSULTANT will perform Additional Services. Payment to the CONSULTANT for Additional Services shall be on a Fixed Fee or Hourly Reimbursable basis, as described above.

Fixed Fee Compensation for Additional Services: Payment shall be as described above for Basic Services.

Hourly Reimbursable Compensation for Additional Services: Payment shall be due in monthly installments based on the amount of hours worked by each employee and the CONSULTANT’S current standard rates presented in Attachment ‘B’ Standard Rate Schedule. A fee equal to 3%

of Additional Service labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by the CONSULTANT.

- D. Payment Terms: CLIENT shall be billed monthly for services rendered and pay promptly upon receipt of invoice. Delays of transmitting payments to CONSULTANT more than 30 days from invoice date may result in cessation of services until payment is received.
- E. Sample Invoice: The CONSULTANT'S invoice format will match the sample invoice included in Attachment 'B-1'.

### **Article III**

**SCHEDULE:** The proposed services shall begin within 10 working days of authorization to proceed. A project schedule is included as Attachment 'C' and made a part hereto.

### **Article IV**

**CONTRACT PROVISIONS:** The document entitled "Contract Provisions" which are attached hereto is made a part hereof. This Authorization of Professional Services, together with the Contract Provisions and all other exhibits attached hereto are collectively referred to as the "Agreement".

Please execute and return a signed copy for our files. Receipt of an executed copy of this contract will serve as notice to proceed. No work shall commence on the project until CONSULTANT receives an executed copy of this contract. By signing below, the signer warrants that he or she is authorized to execute binding contracts for the CLIENT.

Approved by CLIENT:

**Town of Little Elm**

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

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

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

Accepted by CONSULTANT:

**Teague Nall and Perkins, Inc.**

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

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

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

**Firm Contact Information:**

3200 South Interstate 35E, Suite 1129

Denton, Texas 76210

940.383.4177

Contact: Chris Hartke, PE



TNP Firm Registrations

Texas Board of Professional Engineers and Land Surveyors | Engineering Firm No. F-230 | Surveying Firm No. 10011600 | 10194381 | 10011601  
Texas Board of Architectural Examiners Firm No. BR 2673

Project Name: Fishtrap Road Widening and Reconstruction

Client: Town of Little Elm

TNP Project #: LIT23419

Date: 9.11.2023

## CONTRACT PROVISIONS

### 1. AUTHORIZATION TO PROCEED

Signing this agreement shall be construed as authorization by CLIENT for CONSULTANT to proceed with the work, unless otherwise provided for in this agreement.

### 2. DIRECT EXPENSES

A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP.

### 3. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, subject to reasonable, timely and substantive objections of CLIENT, an additional amount shall be added to the cost of these services for CONSULTANT's administrative costs, as provided herein.

### 4. OPINION OF PROBABLE COST

In providing opinions of probable cost, the CLIENT understands that CONSULTANT has no control over costs or the price of labor, equipment, or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided to CLIENT are to be made on the basis of the design professional's qualifications and experience. CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

### 5. PROFESSIONAL STANDARDS

The standard of care for all professional engineering and services performed or furnished by CONSULTANT shall be the care and skill ordinarily used by other members of the relevant profession in the same circumstances and type of work in the State of Texas, and with the same level of professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization as other members of the same profession in the same circumstances and location. CONSULTANT makes no other warranty, expressed or implied. Subject to the above standards of care, CONSULTANT may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

### 6. TERMINATION

Either CLIENT or CONSULTANT may terminate this authorization by giving 10 days written notice to the other party. In such event CLIENT shall forthwith pay CONSULTANT in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

### 7. LEGAL EXPENSES

In the event legal action is brought by CLIENT or CONSULTANT against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

### 8. PAYMENT TO CONSULTANT

Monthly invoices will be issued by CONSULTANT for all work performed under the terms of this agreement. Invoices are due and payable on receipt. If payment is not received within 30 days of invoice date, all work on CLIENT's project shall cease and all work products and documents shall be withheld until payment is received by TNP. Time shall be added to the project schedule for any work stoppages resulting from CLIENT's failure to render payment within 30 days of invoice date. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

### 9. ADDITIONAL SERVICES

Services not specified as Basic Services in Scope and Attachment 'A' will be provided by CONSULTANT as Additional Services when authorized by the CLIENT. Additional services will be paid for by CLIENT as indicated in Article II, Compensation.

### 10. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the fee set forth and will be added on and collected when required by state law. Sales tax at the applicable rate will be indicated on invoice statements.

### 11. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, the CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, (512) 440-7723.

### 12. LANDSCAPE ARCHITECT SERVICES

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The CLIENT is informed that any complaints about landscape architecture services be forwarded to the Texas Board of Architectural Examiners, Hobby Building: 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Telephone (512) 305-9000, Fax (512) 305-8900.

### 13. INVALIDITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

### 14. PROJECT SITE SAFETY

CONSULTANT has no duty or responsibility for project site safety.

### 15. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY

Means and methods of construction and jobsite safety are the sole responsibility of the contractor. CONSULTANT shall not: (I) at any time supervise, direct, control, or



have authority over any contractor's work, or (ii) be responsible for construction site safety, the means and methods of construction or the safety precautions a selected or used by any contractor. CONSULTANT shall not be responsible for any decisions, acts or omissions of any constructor.

**16. OWNER RESPONSIBILITY**

CLIENT shall be responsible for all requirements and instructions that it furnishes to CONSULTANT pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. CLIENT shall give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of: (i) any hazardous materials or matters that affect the scope or time of performance of CONSULTANT's services; or (ii) any defect or nonconformance in CONSULTANT's services or the contractor's work.

**17. SITE VISITS**

In the event the Scope of work requires CONSULTANT to make site visits to observe contractor's work on a Project, such visits and observations are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the work, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on CONSULTANT's exercise of professional judgment. CONSULTANT will have no responsibility for any defects in the work not actually discovered by CONSULTANT during such site visits.

**18. CHOICE OF LAW; VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to applicable principles of conflicts of law. Each of the parties hereto irrevocably consents to the exclusive jurisdiction of any federal or state court located within Tarrant County, Texas, in connection with any matter based upon, arising out of, or contemplated in this Agreement or the matters.

**19. DOCUMENTS**

A. All documents prepared by CONSULTANT ("Documents") are instruments of service, and CONSULTANT shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the CONSULTANT) whether or not the subject project ("Project") is completed. CLIENT may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project., and will have a limited license to use the Documents only on the Project, extensions of the Project, and for related uses, subject to receipt by CONSULTANT of full payment due and owing for all services relating to preparation of the Documents, may not be used unless completed and not for any work or purpose not intended.

B. CLIENT and CONSULTANT may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

**20. ATTORNEY FEES**

In the event that any suit or action over the enforcement, interpretation or other matter emanating from this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

**21. MISCELLANEOUS**

This Agreement is binding on and will inure to the benefit of each of the parties and their respective successors and legal representatives. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party. There are no third party beneficiaries. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. 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 Agreement.

## ATTACHMENT 'A' ITEMIZED SCOPE OF SERVICES

Teague Nall and Perkins, Inc., (TNP) shall render the following professional services necessary for the development of the project:

### **Section 1: Detailed Scope of Services**

#### **Task 1: Topographic Design Survey**

The CONSULTANT shall provide all office and field work necessary to capture data for an approximate 7600 linear foot corridor for the Fishtrap Road from Union Park Blvd. to FM 1385 project.

- a. Topographic Survey:
  - i. Data will be extracted from the LiDAR point cloud to determine existing 2D features and planimetrics, as well as generate a triangulated irregular network (TIN) for the project area: including edge asphalt, curb & gutter, sidewalk, fence lines, culverts, & inlets.
  - ii. The Topographic Design Survey will identify topography (one foot contours), visible features and above ground improvements including pavement, curbs, structures, fences, trees (6"dbh and greater), sidewalks, drainage features & inverts, slabs around utility features and other pertinent features within the project area as necessary for engineering design.
  - iii. The flight will be performed using a DJI Matrice M600 equipped with a Velodyne HDL-32e laser scanner. The acquisition density for this project will be approximately 350 points per square meter. CONSULTANT estimates that approximately 15 ground control points will be required for the project. Ground truthing and supplemental field surveys as necessary to verify ground features and elevations within obscured areas are included herein.
  - iv. All survey information provided by the CONSULTANT will be referenced to the Texas Coordinate System of 1983 {North Central Zone No. 4202; NAD83(2011) Epoch 2010} as derived locally from Allterra Central's continuously operating reference stations via real time kinematic survey methods. Elevations will be referenced to NAVD88 datum as derived from RTK observations. Orthometric heights will be calculated by applying the Geoid 12B model to ellipsoid heights. Coordinates will be adjusted to Surface using County Scale Factor.
- b. ROW and Boundary Survey
  - i. All adjoining properties, subdivisions, and platted lots will be surveyed to establish existing ROW of Fishtrap Road and an estimated 25 parcel/easement documents will be created.
- c. Temporary Right of Entry Preparation and Submittal
  - i. Documentation shall be provided in conformance with templates available from the Town.

CONSULTANT shall perform all surveying services in accordance with the General Rules and Procedures of Practice, and the Professional and Technical Standards established by the Texas Board of Professional Engineers and Land Surveyors.

## Task 2: Subsurface Utility Engineering

The CONSULTANT will provide Subsurface Utility Engineering (SUE) services along Fishtrap Rd as described below. Survey services to tie utility crossing marks and identifiers placed during the subsurface utility designating and locating effort will be provided in this contract.

Quality Level B through D Utility Information & Designation - TNP will provide utility information, up to QL-B, for the following areas:

Fishtrap Rd from Union Park Blvd E to FM 1385 and extending 100 ft along each city street intersection roadway. Approximately 550 feet along FM 1385. SUE limits also include the HOA properties for the following locations:

- Northside – from Lowbranch Trl, east to the property line (approximately 1,600 feet).
- Northside – east and west of Blue Azalea (approximately 650 feet).
- Southside – west of Jasmine Tr to FM 1385 (approximately 2,600 feet).

### a. Quality Level D

- i. Conduct appropriate investigations (e.g., owner records, County/City records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.
- ii. Collect applicable records (e.g., utility owner base maps, “as built” or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.
- iii. Review records for: evidence or indication of additional available records; duplicate or conflicting information; need for clarification.
- iv. Develop SUE plan sheets and transfer information on all involved utilities to appropriate design plan sheets, electronic files, and/or other documents as required. Exercise professional judgment to resolve conflicting information. For information depicted, indicate: utility type and ownership; date of depiction; quality level(s); end points of any utility data; line status (e.g., active, abandoned, out of service); line size and condition; number of jointly buried cables; and encasement.

### b. Quality Level C (includes tasks as described for Quality Level D)

- i. Identify surface features, from project topographic data and from field observations, that are surface appurtenances of subsurface utilities.
- ii. Include survey and correlation of aerial or ground-mounted utility facilities in Quality Level C tasks.
- iii. Survey surface features of subsurface utility facilities or systems, if such features have not already been surveyed by a professional surveyor. If previously surveyed, check survey data for accuracy and completeness.
- iv. The survey shall also include (in addition to subsurface utility features visible at the ground surface): determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface utilities, furnished by utility owners for design purposes.
- v. Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.
- vi. Update (or prepare) plan sheets, electronic files, and/or other documents to reflect the integration of Quality Level D and Quality Level C information.
- vii. Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.
- viii. Provide Quality Level C to identify overhead utilities on the project and provide the overhead utility information on the SUE plan sheets.

### c. Level B (includes tasks as described for Quality Level C)

- i. Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the project limits, and/or to trace a particular utility line or system.
  - ii. Based on an interpretation of data, mark the indications of utilities on the ground surface for subsequent survey. Utilize paint or other method acceptable for marking of lines.
  - iii. Unless otherwise directed, mark centerline of single-conduit lines, and outside edges of multi-conduit systems.
  - iv. Resolve differences between designated utilities and utility records and surveyed appurtenances.
  - v. Recommend additional measures to resolve differences if they still exist. Recommendations may include additional or different surface geophysical methods, exploratory excavation, or upgrade to Quality Level A data.
  - vi. As an alternative to the physical marking of lines, the ENGINEER may, with CITY's approval, utilize other means of data collection, storage, retrieval, and reduction, that enables the correlation of surface geophysical data to the project's survey control.
- d. Level A
- i. Expose and locate utilities at specific locations.
  - ii. Tie horizontal and vertical location of utility to survey control.
  - iii. Provide utility size and configuration.
  - iv. Provide paving thickness and type, where applicable.
  - v. Provide general soil type and site conditions and such other pertinent information as is reasonably ascertainable from each test hole site.
- e. Assumptions
- i. Up to Ten (10) Level A test holes are included.
  - ii. Surveying of overhead utilities is not included in this scope of services.
- f. Deliverables
- i. Electronic Base Map prepared in AutoCAD – Civil 3D format.
  - ii. Drawing of the project layout with dimensions and coordinate list.

#### GENERAL UNDERSTANDING:

The following represents the general understanding between the Client and Engineer regarding the basis and limitations under which these subsurface utility designating and locating services are provided:

- a. These services will be conducted and provided in general compliance with CI/ASCE 38-22 (Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data). This standard establishes and defines four quality levels for data collection that are briefly described as:
  - i. Quality Level D (QL-D) - Generally QL-D indicates information collected or derived from research of existing records and/or oral discussions.
  - ii. Quality Level C (QL-C) - Generally QL-C indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to QL-D information. Incorporates QL-D information. (Limited in this scope, this scope is to cover underground utility crossings)
  - iii. Quality Level B (QL-B) - Generally QL-B, also known as "designating" indicates information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents. Incorporates QL-D & QL-C information.
  - iv. Quality Level A (QL-A) - Generally QL-A, also known as "locating," indicates the precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, at a specific point. Incorporates QL-D QL-C & QL-B information.
- b. These services are for the purpose of aiding the design of the subject project by providing information related to subsurface utilities to allow potential utility conflicts to be minimized or eliminated.

- c. The Engineer will provide services that meet the standard of care for existing subsurface utility location and mapping as established in CI/ASCE 38-22 by exercising due diligence regarding records research and acquisition of utility information, including visually inspecting the work area for evidence of utilities and reviewing the available utility record information from the various utility owners. However, the Engineer makes no guarantee that all utilities can or will be identified and shown as there still may be utilities within the project area that are undetectable or unknown.
- d. Facilities that are discovered through field investigative efforts by the Engineer, but no plan records or ownership data can be identified will be hereafter referred to as unknown. As part of these services, the Engineer will provide QL-C information in the project deliverables for all unknown utilities that may be identified in the field investigation of the project. Designating and/or locating unknown utilities will typically not be part of the initial scope of work but depending on the client's needs can be added as additional work to address concerns of the project impacts of "unknown" facilities.
- e. Ground penetrating radar will not be used as a part of the field investigation of the project site unless that use has been specifically addressed with the scope of services described herein.
- f. The documented results produced by these services represent a professional opinion and interpretation based upon record information and/or field evidence. These results may be affected by a variety of existing site conditions, including soil content, depth of the utility, density of utility clusters, and electro-magnetic characteristics of the targeted utilities. Also, the lack of and/or poor condition of a trace wire for non-conductive materials such as PVC, HDPE, etc. in most cases will make the successful detection and location of the utility unlikely.
- g. The Engineer will apply professional judgment to determine which utilities require additional field effort and/or methods to properly designate and/or locate, most commonly when record drawings are not available. In such cases, the Engineer will provide a recommendation or request for additional services to the Client. Among other methods, a detectable duct rodder or other conductor may be introduced into the line to enable the designation of the utility. This method is dependent upon approval by the utility owner, as well as access to, size and condition of the utility.
- h. None of these services are intended to and should not be understood to relieve the Client or others from the responsibility to comply with the statutory requirements related to notifying the proper one-call system(s) in advance of any excavation, grading and/or construction within the project site.

### **Task 3: Project Management**

The CONSULTANT will manage the work outlined in this scope to ensure efficient and effective use of CONSULTANT's and Town's time and resources. CONSULTANT will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the Town's Project Manager and others as necessary to make progress on the work. This task will more specifically include the following:

- a. Managing the Team:
  - i. Lead, manage, and direct design team activities.
  - ii. Ensure Quality Control / Quality Assurance (QC/QA) is practiced in performance of the work.
  - iii. Communicate internally among team members.
  - iv. Task and allocate team resources.
- b. Communications and Reporting:
  - i. Attend a pre-design project kickoff meeting with Town staff to confirm and clarify scope, understand Town objectives, and ensure economical and functional designs that meet Town requirements.
  - ii. Attend one constructability review meeting with Town representatives, including Traffic Management, at the 60% submittal milestone.
  - iii. Conduct and document bi-weekly project update meetings with Town Project Manager
  - iv. Conduct review meetings with the Town at the end of each design phase.
  - v. Conduct QC/QA reviews and document those activities.

- vi. Prepare invoices, in accordance with **Attachment B** to this Standard Agreement and submit monthly in the format requested by the Town. Multi-month billing is not allowed.
- vii. Prepare and submit baseline Project Schedule initially, and Project Schedule updates according to the master project schedule in **Attachment C**
- viii. Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure, and provide and obtain information needed to prepare the design.

c. **ASSUMPTIONS**

- i. 1 pre-design project kickoff/chartering meeting
- ii. 1 constructability review meeting during design
- iii. 24 monthly project update meetings during design phase
- iv. 3 plan review meetings
- v. All submittals to the Town will be Quality checked prior to submission.
- vi. Project design phase is anticipated to take twelve 12 months.
- vii. Project construction phase is anticipated to take 18 months.

**Task 4: Construction Plans & Bid Documents**

The CONSULTANT will develop construction plans for the roadway improvements based on the survey, SUE data, and applicable Town requirements. The overall objective of the project is to expand the vehicular capacity of the roadway by expanding the roadway from two lanes to four. Some portions of the existing corridor do not have sufficient width in the ROW to accommodate the wider roadway sections. Therefore, the overall width of the ROW will need to increase by means of ROW acquisitions. The new road will have to be lowered to allow storm drains and inlets to receive water within the ROW. This may necessitate short walls in some areas and utility relocations. There are currently sidewalks and trails on both sides of the road, therefore no sidewalks are proposed in the roadway section. However, the plans will include limited ramps at intersections as needed for pedestrian crossing of side streets and up to two mid-block crossings protected by rectangular rapid-flashing beacons (RRFB). TDLR review is anticipated and included in this scope because of the sidewalk improvements and RRFBs.

The Construction Plans will more specifically include the following elements:

- a. Street paving:
  - i. Cover sheet.
  - ii. General notes and proposed typical sections for main lanes and turn lanes.
  - iii. Paving plan and profiles showing horizontal and vertical designs.
  - iv. Design for transitions as required to tie into existing paving as needed.
  - v. Paving cross sections.
  - vi. Driveway and side street profiles.
  - vii. Limited pedestrian improvements including sidewalk ramps and mid-block crossings with RRFBs. TDLR review is expected and included in the scope. The Town will be responsible for the TDLR review fees according to Article II above.
  - viii. Special details.
  - ix. Paving details.
- b. Storm drainage
  - i. Drainage area maps showing the existing and proposed drainage conditions. As built plans will be provided by the Town in order to account for offsite drainage into the proposed roadway storm systems.
  - ii. Storm drain plans and profiles for the roadway drainage system.
  - iii. Plan and profiles for cross culverts.
  - iv. Storm drain calculations.
  - v. Storm drain details.
- c. Utility adjustments
  - i. Water lowering details.



1. Up to 3 lowerings anticipated where water mains cross the roadway corridor.
2. Each lowering should be less than 100 feet and shall include plans and profiles of the crossings to ensure clearance from proposed improvements.
- ii. No sewer mains have been identified crossing the roadway, therefore no sewer adjustments are included.
- iii. No design of other utilities is included.
- d. Retaining walls
  - i. Plan and profiles for retaining walls along the roadways in locations where needed due to grading constraints in the ROW.
  - ii. No walls over 4-feet tall are expected, therefore structural design is not included.
  - iii. Retaining wall details.
  - iv. Assumes up to 1,000 linear feet of retaining wall.
- e. Construction phasing plan.
  - i. It is generally assumed that the road will need to be widened on both sides, and the outside lanes can be constructed while keeping traffic on the existing roadway.
  - ii. Plans will include general traffic control notes and standard TxDOT traffic control details.
  - iii. The contractor will be responsible for detailed traffic control plans and phasing.
- f. Pavement marking plans.
  - i. Overall signage and pavement marking plans.
  - ii. Typical pavement marking details.
  - iii. Location, details, and specifications for up to two mid-block pedestrian crossings with RRFB pedestrian signals.
  - iv. Signage details.
- g. Restoration.
  - i. Restoration will be sodding or hydromulch and will be shown and noted in the paving plans.
  - ii. All disturbed areas within the medians will be restored by sodding.
  - iii. Select areas in the parkways will be identified for sod restoration where turn lanes or lane widening causes disturbance.
  - iv. The paving plans will identify the placement of stamped concrete in the medians per Town standard details.
  - v. No detailed landscape or irrigation plans will be prepared.
  - vi. Design or replacement of existing monument signage is not included.
  - vii. No tree plantings are included.
- h. Project Manual
  - i. The project will be bid and the contract awarded by Denton County.
  - ii. The project manual will be based on front-end contract documents provided by the Denton County.
  - iii. Technical specifications will refer to NCTCOG standard specifications and TxDOT specifications.
  - iv. Bid proposal quantities will be provided in Denton County standard format.
- i. Opinion of Construction Cost
  - i. The CONSULTANT will provide opinions of cost at each deliverable phase of the project in order to help the Town determine the best options to accomplish the project.

The preparation of the construction plans will include submittals according to the deliverables listed in **Section 2** and the timeline for the project will be according to the schedule provided in **Attachment C**.

### **Task 5: TxDOT Coordination**

This task will consist of assembling plans for TxDOT review of the proposed connection to FM 1385 with respect to the proposed FM 1385 realignment at the east limit of the Fishtrap Road project. This task will also include limited coordination with TxDOT to verify the connection to the TxDOT roadway.

It is expected that the TxDOT improvements will meet the east limit of the Fishtrap Road project, therefore

TxDOT permitting is not included.

### **Task 6: Geotechnical Engineering**

The CONSULTANT will subcontract with a geotechnical engineering firm to perform soil borings and pavement recommendations. This will include the following:

The geotechnical investigation will obtain subsurface data and develop foundation, earthwork, and pavement recommendations for the proposed new residential development. All services provided will be performed in accordance with and limited to those generally accepted engineering standards prevailing at the time and in the area that the work is performed.

#### **a. Field Services**

- i. Based on the size and scope of the project, we propose a total of sixteen (17) borings. Fifteen (15) borings will be drilled to depths of about 15 feet at approximately 500-foot spacing along the proposed alignment. The remaining two (2) borings will be drilled at the proposed bridge-class culvert location to depths of about 50 feet below existing grades.
- ii. The borings will be drilled and sampled using either a truck-mounted drilling rig or an ATV-mounted drilling rig is required. Conventional tube or split-barrel (standard penetration test) samples will be collected as appropriate for the soils encountered. Soil and bedrock strata, as expected to be encountered will also be tested periodically in situ using Texas Cone Penetration tests. The recovered subsurface samples will be described, then preserved and labeled as to the appropriate boring number and depth in the field.
- iii. These materials will be described in further detail in the laboratory by a staff geologist or engineer. Groundwater, if observed, will be recorded during and at the completion of drilling. After final groundwater observations, the borings will be backfilled with the excavated cuttings.

#### **b. Laboratory Services**

- i. Selected laboratory testing of the recovered samples will be performed to evaluate soil index, volume change, and strength properties of the subsurface materials, and to provide data for analysis. These tests may include but may not be limited to the following:
  1. Moisture content
  2. Atterberg limits
  3. Percent passing No. 200 mesh sieve
  4. Soluble sulfates
  5. Overburden swell tests
  6. Unconfined compression tests (soil)
  7. Overburden swell
  8. PH-Lime Series
- ii. Geotex Engineering will retain recovered samples for 30 days after submission of the geotechnical report unless other arrangements are made by the client.

#### **b. Engineering Analysis and Report**

- i. Data obtained from the field investigation and laboratory tests will be presented in a geotechnical data report. Information to be provided includes the following:
  1. A plan sheet indicating the approximate location of each boring.
  2. A log of each boring with the boring number, depth of each stratum, material description, soil classification with laboratory test results, and groundwater information.
  3. A discussion of subsurface soil and groundwater conditions.
  4. A brief discussion of the site geology.
  5. Estimates of soil movement related to settlement and expansive soils.
  6. Outline of the engineering properties of the natural soils present and any existing fill, if encountered.
  7. Earthwork recommendations, including material type(s), compaction, and backfill requirements.
  8. Pavement subgrade preparation and pavement section recommendations in accordance with City



of Frisco standards.

9. Electronic copy of the geotechnical report.

### **Task 7: Floodplain Study**

This task will consist of performing hydrological and hydraulic analysis of the existing bridge-class culvert near the east end of the project. More specifically, this will include:

- a. Data collection
  - i. Perform up to two field visits to evaluate the site conditions and understand drainage patterns, as well as potential construction constraints.
  - ii. Obtain record drawings for existing infrastructure and developments in the area, as necessary.
- b. Flood study
  - i. The CONSULTANT will perform a floodplain analysis of Doe Branch Tributary 3 in the area of Fishtrap Rd crossing. The study has several purposes:
  - ii. Develop SCS Unit Hydrograph hydrologic parameters and peak discharges for the Doe Branch Tributary 3 for fully developed conditions to meet the Town's requirements.
  - iii. Create HEC-RAS hydraulic model from approximately 500 feet upstream of Fishtrap Road to approximately 600 feet downstream of Fishtrap Road along Doe Branch Tributary 3.
  - iv. Compute the expected 100-year fully developed flood elevations along Doe Branch Tributary 3 for existing conditions.
  - v. Sizing the proposed culvert/bridge crossing on Fishtrap Rd.
  - vi. Prepare exhibits delineated the existing and revised floodplain.
  - vii. Prepare a report summarizing the assumptions made, methodologies used, and conclusions reached in the flood study. The report will provide the technical background data to support a request for revising the current floodplain limits within the project area.
  - viii. The analysis will be performed in accordance with the Town of Little Elm Engineering Design Standards.

Application fees are not included in the BASIC SERVICES fees and must be paid by the CLIENT prior to submittal.

ADDITIONAL SERVICES: Additional services include, but are not limited to the following:

- a. Comprehensive review of hydrologic and hydraulic modeling prepared by others or under separate contract to extents or in capacities other than those stated herein.
- b. Engineering design of retaining walls, foundations for structures, soil conditioning plans, landscape features, entry gates or screening walls.
- c. FEMA floodplain map amendments or studies (CLOMR, LOMA, LOMR, etc).
- d. Water and/or sanitary sewer studies or modeling.
- e. TCEQ dam permitting or dam breach analyses.
- f. Preparation of emergency action plans or similar.
- g. TWDB water rights permitting.
- h. Environmental assessments or permitting.

### **Task 8: Lighting Plans**

The CONSULTANT will design lighting for the roadway including luminaire spacing, fixtures, conduits, conductors, and foundation details. Luminaire poles will be placed in the median wherever possible, and on the roadside otherwise for the entire length of the project. The Town will provide luminaire and pole height requirements. No lighting fixtures or equipment will be upgraded or reused. Lighting plans will consist of approximately 10 sheets including plan view layouts with general notes, proposed lighting improvements, and noted removals; and two design summary sheets with Conduit and wiring table, voltage drop calculations, luminaire pole summary, and ground box summary. CONSULTANT will include Town and TXDOT standard

sheets and specifications for the lighting fixtures and poles.

- a. Conceptual (30%) Lighting Plans
  - i. The CONSULTANT shall prepare a conceptual lighting layout in a strip map with other proposed design elements and existing utilities, and to obtain the Town's approval of the pole locations prior to performing additional design. This submittal will not include calculations. Conceptual design plans must be approved by the Town prior to commencing with the preparation of preliminary design plans. Conceptual Design Plans will be prepared by following the steps described below:
    - ii. Permanent lighting improvements will be based on survey and as-built information.
    - iii. The 30% lighting design plans will detail location of proposed poles and foundations only.
- b. Preliminary (60%) Lighting Plans
  - i. Preliminary design plans must be approved by the Town prior to commencing with the preparation of pre-final design plans.
  - ii. Develop plan sheets for permanent lighting improvements based on survey and as-built information and incorporate comments from the conceptual client review.
  - iii. The 60% lighting design plans will detail location of proposed poles and foundations, conduit runs, anticipated ground box locations, electrical service locations, and charts quantifying each pole, foundation, ground box type, conduit lengths and installation methods, and wiring quantities.
- c. Pre-Final (90%) Lighting Plans
  - i. The pre-final submittal shall include pre-final design plans, response to 60% Town Comments and supporting studies and/or calculations. Pre-final design Plans will be prepared by following the steps described below:
    - ii. Attend one design review meeting with Town staff.
    - iii. Incorporate review comments on 60% plans.
- d. Final (100%) Lighting Plans
  - i. This item shall include final design plans, response to 90% Town Comments and supporting studies and/or calculations.
  - ii. Incorporate review comments on 90% plans.
  - iii. Finalize special technical specifications.
  - iv. Prepare estimates of final construction quantities and final opinions of construction costs for traffic signal improvements.

### **Task 9: Stakeholder Meetings**

The CONSULTANT will attend and participate in up to two stakeholder meetings, organized and scheduled by the CLIENT, to present the project to neighborhood stakeholders. This effort includes the production of up to three copies of a project strip map and up to three TNP staff members to attend the meeting and assist with answering questions and fielding feedback from stakeholders at the meeting.

### **Task 10: Utility Coordination**

The CONSULTANT will assist the Town in coordinating with franchise utility owners by providing and distributing utility notification plans, attending utility coordination meetings, and maintaining communications with utility companies as needed to reduce or eliminate utility conflicts during the construction phase of the project.

This task will be billed at HOURLY rates and will be as directed by the Town.

### **Task 11: Bid Support**

The CONSULTANT will provide electronic versions of the bid documents for use in bidding, award of contracts and construction. Denton County will be responsible for advertisement for bids and for dispersing all plans and specifications to prospective bidders. The CONSULTANT will provide technical support to the County during the bidding and contract award phase by responding to questions and preparing or assisting with the

preparation of addenda for distribution to prospective bidders.

This task will be billed at HOURLY rates and will be as directed by the Town and the County.

**Task 12: Construction Support**

This task will include limited construction support services during construction including the following items:

- a. Preconstruction meeting - the CONSULTANT will prepare a pre-construction agenda and print plan sets for the meeting, attend the meeting, and provide meeting notes after the meeting is completed.
- b. Notice to Proceed - At the direction of the Town and County, the CONSULTANT will draft a send a 'Notice to Proceed' letter to the contractor.
- c. Submittal reviews - The CONSULTANT will review material submittals from the contractor to ensure general compliance with the contract documents and material specifications.
- d. Requests for information (RFI) - the CONSULTANT will review and respond to RFIs from the contractor in a timely fashion to allow construction to continue. RFIs that require plan changes will be returned with revised plan sheets annotated to indicate revisions and the date of the revised sheets.
- e. Pay application reviews - The CONSULTANT will visit the project site and review monthly pay application requests from the contractor to ensure the amounts charged correlate with work completed and to verify that there are no calculation errors in the pay application.
- f. Change orders - The CONSULTANT will review and verify that any change order quantities and unit prices correlate correctly with the contract documents and any project scope changes approved by the Town and the County. The CONSULTANT will provide change order forms for owner, contractor, and engineer approvals
- g. Final walk-through - The CONSULTANT will participate in a final walk though of the project site to confirm the constructed improvements are complete and reasonably match the construction plans. Based on observations during the walk-through, the CONSULTANT will prepare a punch list to document any deficient items and distribute the punch list to the owners, and the contractor to have the deficiencies corrected.
- h. Record Drawings - The CONSULTANT will prepare record drawings based on project construction records maintained and provided by the Contractor. These drawings will be based on information provided by the Contractor and any documented plan changes during construction. Field verification of actual construction is not included in this item. In the event the Contractor claims no changes were made to the plans during construction, Contractor will provide a letter on their letterhead positively stating that all construction was done per the construction documents.

This task will be billed at HOURLY rates and will be as directed by the Town and the County.

## **SECTION 2: Deliverables**

### **Deliverables:**

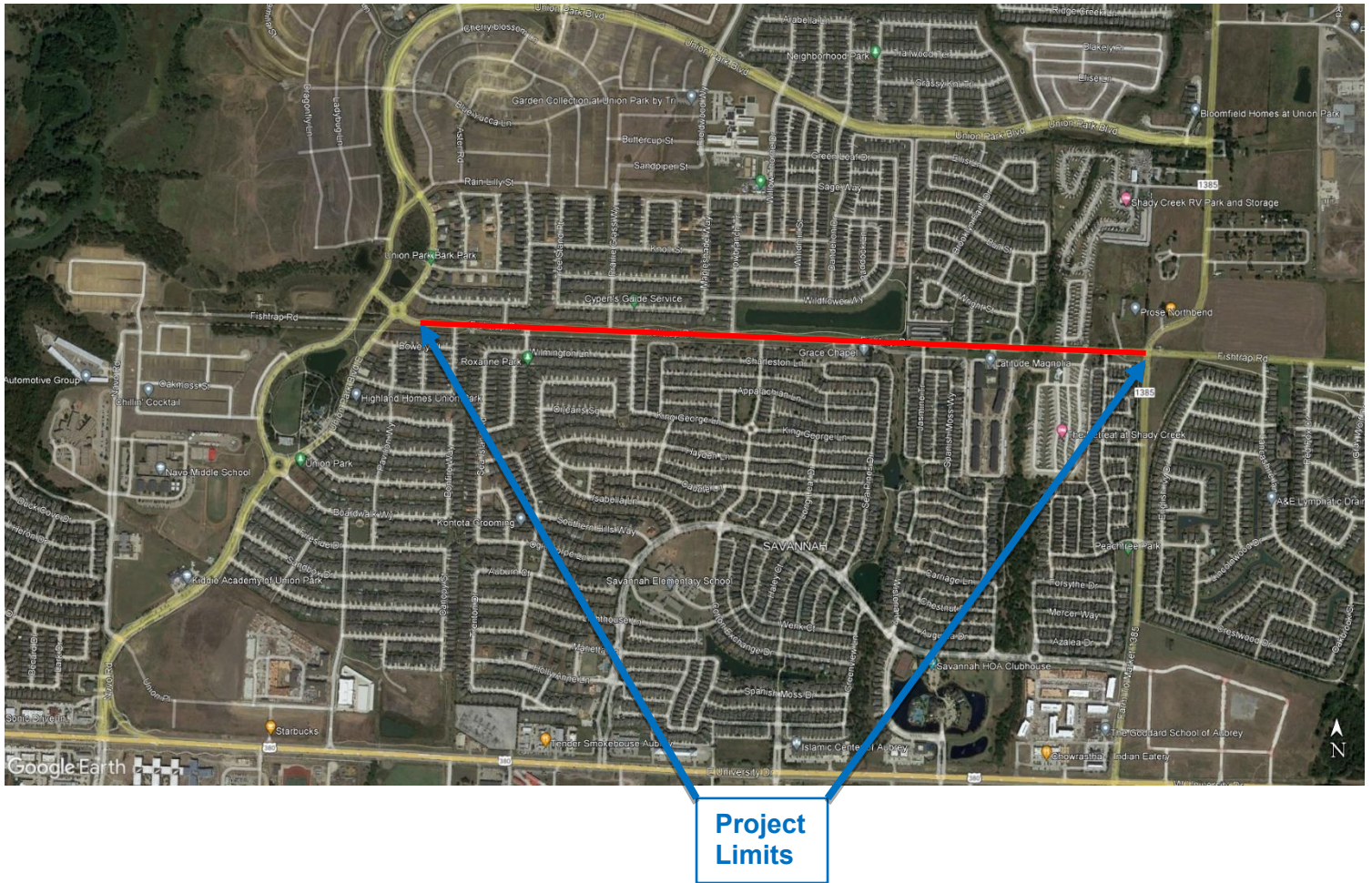
TNP will provide the following deliverables:

- a. Schematic Plans (30%):
  - i. Preliminary roadway strip map and typical sections
  - ii. Side street and driveway connections
  - iii. Potential retaining wall locations
  - iv. Schematic layout of street lighting
  - v. Opinion of construction cost
- b. Preliminary Plans (60%):
  - i. Preliminary construction plans for all project elements
  - ii. Standard details
  - iii. Preliminary technical specifications
  - iv. Conceptual traffic signal plans
  - v. Opinion of construction cost
- c. Prefinal Plans (90%):
  - i. Prefinal construction plans for all project elements
  - ii. Standard details
  - iii. Project specific details
  - iv. Prefinal project manual and technical specifications
  - v. Opinion of construction cost
- d. Bid Documents (100%):
  - i. Sealed Construction Plans
  - ii. Opinion of Construction Cost
  - iii. Project Manual (Contract documents and technical specification)

The bid documents will include technical specifications, estimated quantities, instructions to bidders regarding insurance and bonds, maps identifying the streets to be rehabilitated, and plans and details as necessary to convey the intent of the work. The CONSULTANT will prepare an Opinion of Probable Construction Cost based on the proposed improvements.



### SECTION 3: Project Location Map



## ATTACHMENT 'A-1' ADDITIONAL SERVICES

### Additional Services:

Following is a list of services which are not included in the scope of services. These services can be added to the project if needed. Additional services shall be billed at hourly rates according to the terms defined in Attachment C.

- a. Drainage maps, hydrology, and drainage studies other than what is included in Basic Services
- b. Roadway profiles, corridor models, and cross sections
- c. Driveway profiles and grading plans
- d. Water design and construction plans
- e. Sewer design and construction plans
- f. Traffic signal design and construction plans
- g. Traffic impact analysis
- h. Traffic signal timing
- i. Traffic operations analysis
- j. Traffic signal interconnection, ITS, or other connectivity
- k. FEMA coordination, LOMR or CLOMR applications
- l. Utility relocation design
- m. Roadway capacity calculations
- n. Roundabout design
- o. Monument signs
- p. Construction support services other than what is included in Basic Services
- q. ROW and easement acquisitions support services
- r. Landscaping plans
- s. Irrigation plans
- t. Construction staking
- u. Construction inspections services
- v. Materials testing
- w. Coordination with municipal or governmental agencies other than the Town
- x. Detention pond design
- y. Downstream assessments and timing studies

## ATTACHMENT 'B' STANDARD RATE SCHEDULE

*Effective January 1, 2024 to December 31, 2024*

| <b>Engineering/Landscape Architecture/ROW</b> | <b>Hourly<br/>Billing Rate</b> |
|---|--------------------------------|
| Principal or Director                         | \$310.00                       |
| Team Leader                                   | \$285.00                       |
| Senior Project Manager                        | \$280.00                       |
| Project Manager                               | \$240.00                       |
| Senior Engineer                               | \$290.00                       |
| Project Engineer                              | \$190.00                       |
| Senior Structural Engineer                    | \$295.00                       |
| Structural Engineer                           | \$210.00                       |
| Engineer III/IV                               | \$170.00                       |
| Engineer I/II                                 | \$145.00                       |
| Senior Landscape Architect/Planner            | \$290.00                       |
| Landscape Architect / Planner                 | \$210.00                       |
| Landscape Designer                            | \$150.00                       |
| Senior Designer                               | \$195.00                       |
| Designer                                      | \$170.00                       |
| Senior CAD Technician                         | \$165.00                       |
| CAD Technician                                | \$130.00                       |
| IT Technician                                 | \$190.00                       |
| Clerical                                      | \$90.00                        |
| ROW Manager                                   | \$265.00                       |
| Senior ROW Agent                              | \$195.00                       |
| ROW Agent                                     | \$155.00                       |
| Relocation Agent                              | \$195.00                       |
| ROW Admin                                     | \$110.00                       |
| Intern  | \$90.00                        |

| <b>Surveying</b>                                      | <b>Hourly<br/>Billing Rate</b> |
|---|--------------------------------|
| Survey Manager  | \$310.00                       |
| Registered Professional Land Surveyor (RPLS)          | \$265.00                       |
| Field Coordinator                                     | \$160.00                       |
| S.I.T. or Senior Survey Technician                    | \$155.00                       |
| Survey Technician                                     | \$140.00                       |
| 1-Person Field Crew w/Equipment**                     | \$170.00                       |
| 2-Person Field Crew w/Equipment**                     | \$200.00                       |
| 3-Person Field Crew w/Equipment**                     | \$225.00                       |
| 4-Person Field Crew w/Equipment**                     | \$245.00                       |
| Flagger   | \$65.00                        |
| Abstractor (Property Deed Research)                   | \$105.00                       |
| Small Unmanned Aerial Systems (sUAS) Equipment & Crew | \$475.00                       |
| Terrestrial Scanning Equipment & Crew                 | \$290.00                       |

| <b>Utility Management, Utility Coordination, and SUE</b>    | <b>Hourly Billing Rate</b> |
|---|----------------------------|
| Senior Utility Coordinator                                  | \$190.00                   |
| Utility Coordinator   | \$170.00                   |
| SUE Field Manager   | \$190.00                   |
| Sr. Utility Location Specialist                             | \$180.00                   |
| Utility Location Specialist                                 | \$135.00                   |
| 1-Person Designator Crew w/Equipment***                     | \$165.00                   |
| 2-Person Designator Crew w/Equipment***                     | \$220.00                   |
| 2-Person Vac Excavator Crew w/Equip (Exposing Utility Only) | \$335.00 (4 hr. min.)      |
| Core Drill (equipment only)                                 | \$830.00 per day           |
| SUE QL-A Test Hole (0 < 8 ft)***                            | \$2,400.00 each            |
| SUE QL-A Test Hole (> 8 < 15 ft)***                         | \$2,900.00 each            |

| <b>Construction Management, Construction Engineering and Inspection (CEI)</b> | <b>Hourly Billing Rate</b> |
|---|----------------------------|
| Construction Inspector I/II   | \$120.00                   |
| Construction Inspector III  | \$140.00                   |
| Senior Construction Inspector   | \$160.00                   |
| Construction Manager  | \$235.00                   |
| Senior Construction Manager   | \$280.00                   |

**Direct Cost Reimbursables**

A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP.

Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost.

**Notes:**

*All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.*

*\* Rates shown are for 2024 and are subject to change in subsequent years.*

*\*\* Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.*

*\*\*\* Includes crew labor, vehicle costs, and field supplies.*



## ATTACHMENT 'B-1' SAMPLE INVOICE

### Teague, Nall & Perkins, Inc.

5237 N. Riverside Drive  
Suite 100  
Fort Worth, TX 76137  
817-336-5773

Wesley Brandon, PE  
Town Engineer  
**Town of Little Elm, Texas**  
100 West Eldorado Parkway  
Little Elm, TX 75068

Invoice number 01  
Date: July 10, 2023

### **Fishtrap Road Widening and Reconstruction TNP Project Number LIT23419**

Professional services rendered for the month ending June 30,2023

| Description                           | Contract Amount   | Percent Complete | Total Billed      | Prior Billed      | Current Billed   |
|---------------------------------------|-------------------|------------------|-------------------|-------------------|------------------|
| <b>Design and Bid Phase Services</b>  | 130,000.00        | 57.92            | 75,300.00         | 62,000.00         | 13,300.00        |
| <b>Survey Services</b>                | 18,600.00         | 100.00           | 18,600.00         | 18,600.00         | 0.00             |
| <b>Subsurface Utility Engineering</b> | 14,500.00         | 100.00           | 14,500.00         | 14,500.00         | 0.00             |
| <b>Total</b>                          | <b>163,100.00</b> | <b>66.46</b>     | <b>108,400.00</b> | <b>101,593.00</b> | <b>14,280.00</b> |

Invoice total **13,300.00**

*Please show project number on all payments of this statement*

## **ATTACHMENT 'C' PROJECT SCHEDULE**

The CONSULTANT shall endeavor to accomplish the work in accordance with the following schedule:

1. Work will commence within 14 calendar days of notice to proceed.
2. Perform field surveys, SUE field work, geotechnical borings, and data collection in 60 calendar days from Authorization to Proceed by Client and survey Right-of-Entry permission letters from property owners, whichever occurs latest.
3. Perform conceptual design in 60 calendar days from completion of topographic survey
4. Perform preliminary design in 90 calendar days from approval of conceptual design.
5. Provide final design and specifications in 60 calendar days from approval of preliminary design plans.



**Date:** 04/02/2024  
**Agenda Item #:** 5. F.  
**Department:** Development Services  
**Strategic Goal:** Ensure excellence in public services while keeping up with the growth in the community  
**Staff Contact:** Wesley Brandon, Town Engineer

---

**AGENDA ITEM:**

Consider Action to Approve a **Construction Contract with Ratliff Hardscape for the Eldorado Parkway Fence Project.**

**DESCRIPTION:**

As part of the continued efforts to improve services and security to the users of Little Elm Park, Town Staff have proposed a project to install a six-foot wrought iron fence along Eldorado Parkway between the Little Elm Bridge and the park’s eastern property boundary. The project also includes decorative stone columns spaced at approximately fifty feet, motorized gates at the two park entrances, as well as a concrete mow strip. A separate project to add landscaping improvements along the proposed fence will also be proposed at a later date.

The purpose of the fencing is to improve security during large events and provide safer entry points for park patrons. Ratliff Hardscape has submitted a proposal to install the fencing improvements utilizing a cooperative procurement agreement through the City of Allen. The Town maintains an executed Interlocal Agreement with City of Allen. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contract satisfies the competitive bid requirement and saves time and funding in developing specifications and duplication during the bid process.

**BUDGET IMPACT:**

Funding for the project is anticipated to come from a reimbursement through the Community Development Corporation. In the meantime, funding is available from the Town’s Capital Improvement fund.

|    |                |                              |
|----|----------------|------------------------------|
| \$ | 359,000        | Cost Proposal                |
| \$ | 41,000         | Contingency                  |
| \$ | <b>400,000</b> | <b>Total Funding Request</b> |

**RECOMMENDED ACTION:**

Staff recommends approval.

---

## Attachments

Cost Proposal  
Project Limits





EXHIBIT "B"  
**SPECIAL  
 CONDITIONS**

Wesley Brandon  
 Town of Little Elm  
 100 W. Eldorado Parkway  
 Little Elm, TX 75068  
 wbrandon@littleelm.org

**PROJECT:** Annual Repairs

**DATE:** 3/21/24

**LOCATION:** Little Elm, TX

**PROPOSAL NO:** 24-01

THIS FOLLOWING SPECIAL CONDITIONS PROVIDED BY RATLIFF HARDSCAPE, LTD. ARE SET FORTH TO ENSURE OUR SCOPE OF WORK HAS BEEN PROPERLY COMMUNICATED AND UNDERSTOOD BY THE OWNER, GENERAL CONTRACTOR, OTHER SUB-CONTRACTORS, ENGINEERS, MUNICIPALITY, OR OTHER GOVERNMENT ENTITIES. IT IS OUR FULL INTENT TO PROVIDE QUALITY WORKMANSHIP, JOB-SITE SAFETY, AND A LONG-LASTING WORKING RELATIONSHIP THROUGHOUT THE PROJECT. PLEASE REVIEW IN ITS' ENTIRETY ALL CONDITIONS SO THAT ANY DISCREPANCIES MAY BE RESOLVED PRIOR TO COMMENCEMENT OF WORK. IF THE "YES" BOX IS CHECKED THEN THE CONDITION DESCRIBED IS INCLUDED IN THE SCOPE OF WORK. IF CHECKED "NO", THEN THE CONDITION IS NOT INCLUDED IN THE SCOPE OF WORK. INTIAL BELOW THAT YOU HAVE READ AND FULLY UNDERSTAND THESE CONDITIONS.

|    | YES                                 | NO                       |  |
|----|-------------------------------------|--------------------------|--|
| 01 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | STAKING (BY OWNER)   |
| 02 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | GEOTECHNICAL MATERIALS TESTING (BY OWNER)  |
| 03 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | IMPACT FEES, CONNECTION FEES, METER FEES OR DEPOSITS   |
| 04 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | STRUCTURAL ENGINEERING (FOR HARDSCAPE ONLY)  |
| 05 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | ENGINEERING (BY OWNER)   |
| 06 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | PERMIT FEES (FOR HARDSCAPE ONLY)   |
| 07 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | PAYMENT & PERFORMANCE BOND   |
| 08 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | MAINTENANCE BONDS  |
| 09 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | INSPECTION FEES  |
| 10 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | SALES TAX  |
| 11 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | INSURANCE REQUIREMENTS   |
| 12 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | TRAFFIC CONTROL  |
| 13 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | MOBILIZATION (1 TIME ONLY)   |
| 14 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | SWPPP DESIGN   |
| 15 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | SWPPP INSPECTIONS  |
| 16 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | BUFF MORTAR (HARDSCAPE SCREENWALLS, COLUMN, & MONUMENTS)   |
| 17 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | BUFF MORTAR (RETAINING WALLS)  |
| 18 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | TREE REMOVAL; ALL TREES TO BE TAGGED AND MARKED BY OWNER & CITY (CHIPPED AND HAULED OFFSITE)           |
| 19 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | ROCK & BOULDER REMOVAL   |
| 20 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | SEEDING, SODDING, OR HYDROMULCH  |
| 21 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | EROSION CONTROL AS NOTED IN PLANS  |
| 22 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | STAGING AREA (TO BE PROVIDED BY OWNER ON OR CONTIGUOUS TO SITE)  |
| 23 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | BACKFILL (ALL SCOPE OF WORK)   |
| 24 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | HAUL OFF OF EXISTING TRASH OR DEBRIS FOUND BURIED OR OTHERWISE HIDDEN FROM SITE OR NOT IN PLANS        |
| 25 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | HAUL OFF OF ANY UNSUITABLE MATERIAL  |
| 26 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | UNDERCUTTING, SELECT FILL, MOISTURE CONDITIONING   |
| 27 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | UNDERGROUND UTILITY CONFLICTS (TO BE RELOCATED BY OTHERS)  |
| 28 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | UTILITY INSTALLATION (BASED ON UTILITY WORK INSTALLED PRIOR TO GAS, ELECTRIC, PHONE, CABLE, OR OTHERS) |
| 29 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | SPOILS TO BE STOCKED ON-SITE (APPROVED BY OWNER)   |
| 30 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | ROADWAY SUB-GRADE MUST BE +/- 0.20 FEET PRIOR TO UTILITY CONSTRUCTION AND WILL BE RETURNED TO GRADE    |
| 31 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | PAVING & PAD SUBGRADE SHALL NOT EXCEED +/- 0.10 FEET. FINE GRADING OR TRIMMING BY PAVING CREW          |
| 32 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | EXPORT OF ANY DIRT ON-SITE   |
| 33 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | DEWATERING OF SCOPE OF WORK  |
| 34 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | IF VACUUM TRUCK IS NEEDED FOR PIERS; ADD \$1500 PER PIER   |
| 35 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | ELECTRICAL POWER SOURCE FOR ENTRY LIGHTING   |
| 36 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | ELECTRICAL POWER SOURCE FOR IRRIGATION   |
| 37 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | FINAL CLEANUP  |
| 38 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | SUBJECT TO RATLIFF'S LIMITED WARRANTY (ATTACHED AS EXHIBIT "C")  |

**NOTES:**

01  
 02  
 03  
 04

IF THIS IS A REPAIR BID PROPOSAL OF WHICH RATLIFF DID NOT PERFORM THE CONCRETE UNDERGROUND PIER OR FOOTINGS, RATLIFF WILL NOT BE RESPONSIBLE FOR ANY SURFACE CRACKING AND WILL PROVIDE A ONE (1) YEAR LIMITED WARRANTY FROM THE COMPLETION DATE. SEE ATTACHED EXHIBIT "C".

I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS: \_\_\_\_\_  
Initials                      Initials

## EXHIBIT "C"

### RATLIFF HARDSCAPE, LTD. ONE YEAR LIMITED WARRANTY

RATLIFF HARDSCAPE, LTD.'S WARRANTY OBLIGATIONS  
ARE LIMITED TO THE TERMS SET FORTH BELOW

**THIS LIMITED WARRANTY:** This Ratliff Hardscape, Ltd. One Year Limited Warranty shall be referred to as the "**Limited Warranty**" in this document.

**WHAT IS COVERED:** Ratliff Hardscape, Ltd.'s ("**Ratliff**") Work. "**Work**" shall mean that certain work and those services further described between Ratliff and Owner (the "**Agreement**") and this Limited Warranty is an exhibit to such Agreement.

**WARRANTY:** Ratliff warrants that the Work furnished will: (i) be provided in a professional manner; (ii) be performed by appropriately knowledgeable and skilled personnel; (iii) conform to the requirements of the Agreement; (iv) conform to standards generally observed in the industry for similar services and work; and (v) will meet all applicable municipal or other jurisdictional requirements and other applicable laws pertaining to the Work.

Ratliff warrants that except for any Shrink Cracks, any cracking, in excess of one-quarter inch and longer than 20% of all the joints and edges of the concrete flatwork, occurring during the curing process and resulting from poor workmanship or use of substandard materials shall be repaired or replaced, at the sole election of Ratliff. Ratliff makes no claim that hairline cracks might not develop, but insures that reasonable precautions are taken to minimize their occurrences by using industry tested methods and quality materials. It is acknowledged that color differences may result for repairs. Please see the section entitled "Shrink Cracks and Control Joints" for a further explanation of shrink crack and control joints.

**EXCLUSIONS FROM COVERAGE:** Ratliff's Limited Warranty for the Work excludes loss, damages and defects caused by any of the following:

1. Any work performed, services provided or material supplied in accordance with any plans or specifications supplied, prepared or requested by the Owner, or by anyone on behalf of the Owner other than Ratliff, or Ratliff's employees, agents, contractors or subcontractors acting under Ratliff's direction (collectively "**Ratliff's Employees**").
2. Any defects caused or made worse by the negligence, gross negligence, willful conduct, abusive use, improper maintenance, lack of regular maintenance or other action of anyone other than Ratliff, or Ratliff's Employees.
3. Defects in driveways, walkways, patios, boundary walls, retaining walls, bulkheads, fences, landscaping, including without limitation sodding, seeding, shrubs, trees and plantings, off-site improvements, or any other improvements not part of the Work itself.
4. Any damage to the extent it is caused or made worse by failure of the Owner or by anyone other than Ratliff's Employees, to comply with the warranty requirements, including without limitation the Manufacturer Warranties, of manufacturers of items used in accordance with the Work; or failure by the Owner to give notice to Ratliff of any defects within a reasonable time; or changes of the grading of the ground by anyone other than Ratliff, or Ratliff's Employees; or changes, alterations or additions made to the Work by anyone after the Effective Date; dryness, cracking, dampness, condensation or soil movements, due to the failure of the Owner to maintain adequate irrigation; seepage of water; or insect damage.
5. Loss or damage which the Owner has not taken timely action to minimize.
6. Any defect in, caused by, or resulting from, materials or work supplied by anyone other than Ratliff or Ratliff's Employees, including without limitations defects covered under any of the Manufacturer Warranties.
7. Normal wear and tear or normal deterioration.

8. Loss or damage not specifically covered under this Limited Warranty.
9. Loss or damage not caused by a defect in the Work completed by Ratliff or Ratliff's Employees.
10. Loss or damage caused by, or resulting from, accidents, riot and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, acts of God, adverse environmental conditions, lightning, windstorms, hail, flood, mudslide, earthquake, wind-driven water and changes in the underground water table which were not reasonably foreseeable.
11. Defects, which are the result of characteristics common to the materials used (such as but not limited to fading and minor cracking).
12. Notwithstanding any provisions in this Limited Warranty to the contrary, this Limited Warranty shall not apply to any loss or damage related to any Shrink Cracks.
13. Notwithstanding any provisions in this Limited Warranty to the contrary, this Limited Warranty shall not apply to any loss or damage caused directly or indirectly by any underground movement, including without limitation any surface cracking, unless Ratliff performed repairs to the concrete underground pier or footings as part of the Work.
14. Loss or damage caused or made worse pursuant to the provisions specified in the section entitled "Notice of Claim".
15. Loss or damage to any third party manufactured products.

**TERM:** The terms of the coverage of this Limited Warranty begin on the date of substantial completion of the Work (the "**Effective Date**") and continue until the one (1) year anniversary of the Effective Date (the "**Expiration Date**"). The Effective Date of the warranty period for all incomplete punch list items identified in writing as "punch list items" as of the date of substantial completion of the Work shall begin when the Owner and Ratliff have mutually and reasonably agreed that such incomplete punch list items are 100% complete, in which case the Expiration Date for the warranty period for such incomplete punch list items shall be one (1) year following the Effective Date assigned to such incomplete punch list items.

**MANUFACTURERS' WARRANTIES:** Ratliff assigns and passes through to Owner the manufacturers' warranties on all manufactured products (including, but not limited to, bricks, cinder blocks, and manufactured stone) and equipment (collectively, the "**Manufacturer Warranties**").

**RATLIFF DOES NOT WARRANTY ANY THIRD PARTY MANUFACTURED PRODUCTS.**

**LIMITATIONS ON WARRANTY: RATLIFF'S LIABILITY TO THE OWNER OR ANY OTHER THIRD PARTY, FOR A CLAIM OF ANY KIND ARISING AS A RESULT OF, OR RELATED TO THE GOODS OR SERVICES PROVIDED HEREUNDER, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), UNDER ANY WARRANTY, OR OTHERWISE, SHALL BE LIMITED TO MONETARY DAMAGES AND THE AGGREGATE AMOUNT THEREOF FOR ALL CLAIMS SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE AMOUNT PAID OR PAYABLE BY THE OWNER TO RATLIFF UNDER THE AGREEMENT. UNDER NO CIRCUMSTANCES SHALL RATLIFF BE LIABLE TO THE OWNER OR ANY THIRD PARTY FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING**



**LOST PROFITS), EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR WARRANTIES GRANTED BY THE OWNER TO ANY THIRD PARTY. THE OWNER ACKNOWLEDGES AND AGREES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO ACTION, REGARDLESS OF FORM, ARISING UNDER THE AGREEMENT OR THIS LIMITED WARRANTY MAY BE BROUGHT BY THE OWNER AFTER THE EXPIRATION DATE.**

#### **DISCLAIMER OF WARRANTIES**

**EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTY AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED AND RATLIFF EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE GOODS OR OTHER SERVICES PROVIDED BY RATLIFF HEREUNDER, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY OR MERCHANTABILITY QUALITY OR MERCHANTABILITY, DESIGN, QUANTITY, QUALITY, LAYOUT, FOOTAGE, PHYSICAL CONDITION, OPERATION, COMPLIANCE WITH SPECIFICATIONS, ABSENCE OF LATENT DEFAULTS OR COMPLIANCE WITH LAWS AND REGULATIONS (INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY AND THE ENVIRONMENT), FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE OR ANY OTHER MATTER AFFECTING THE WORK.**

#### **WARRANTY CLAIMS**

**NOTICE OF CLAIM:** If the Owner believes a defect in the Work that is covered by this Limited Warranty arises, then Owner shall provide written notice to Ratliff, and Ratliff must receive such written notice, at Ratliff's current address of record, and such written notice shall include a detailed description of such defect (the "**Defect Notice**"). Ratliff must receive the Defect Notice on or before the *earlier of* the Expiration Date or thirty (30) days after the date Owner or any of Owner's shareholders, members, partners, owners, directors, managers, officers, employees, contractors, agents, or representatives discover the defect specified in such Defect Notice. Ratliff is not responsible for any loss or damage covered by this Limited Warranty if such loss or damage is caused or made worse by failure to give written notice to Ratliff of such defect within the time periods required pursuant to this paragraph.

**RATLIFF'S PERFORMANCE:** If a defect occurs in an item which is covered by this Limited Warranty, Ratliff, within 60 days after receipt of the related Defect Notice, will repair, replace, or pay Owner the reasonable cost of repairing or replacing the defective item. Ratliff's total liability under this Limited Warranty is limited pursuant to the provisions of the section entitled "Limitations on Warranty". Ratliff, in Ratliff's sole and absolute discretion, may choose among the repair, replacement or payment options specified in this paragraph. Steps taken by Ratliff to correct defects shall not act to extend the terms of this Limited Warranty.

**INSURANCE:** If Ratliff repairs, replaces, or pays the cost of repairing, any defect covered by this Limited Warranty for which Owner is covered by insurance, Owner must, upon request by Ratliff,

assign the proceeds of such insurance to Ratliff to the extent of the cost to Ratliff of such repair or replacement.

**SETTLEMENT OF DISPUTES:** All disputes between the parties may be resolved by litigation, in a court of competent jurisdiction, except that Ratliff may, at its sole option, require that any dispute be submitted to binding arbitration pursuant to the Construction Industry Rules of the American Arbitration Association. Each arbitrator selected by the American Arbitration Association shall be a licensed construction attorney with at least seven (7) years of experience. If the dispute is arbitrated, the award rendered by the arbitrator(s) shall be final, and the judgment may be entered upon it in accordance with the application law in any court having jurisdiction thereof. The arbitration election by Ratliff shall be made no later than thirty (30) days following receipt of service of process of any litigation from Owner or, if the claim is asserted by Ratliff, shall be made upon the filing of demand for arbitration by Ratliff. Notwithstanding the above, Ratliff shall not be deemed to have waived any right it may have to arbitrate its dispute with Owner by the filing of litigation against Owner and its surety. The demand for arbitration in no event shall be made after the date within institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations. In the event of litigation or arbitration of any dispute between Ratliff and Owner, Ratliff (if it prevails in prosecution or defense) shall be awarded attorneys' fees, costs of court and such other damages as may be permitted by this Limited Warranty and applicable law. In the event of litigation or arbitration of any claim brought by Owner against Ratliff, the Owner (if it prevails) shall be awarded attorneys' fees and costs of court. Except as specifically provided in this Limited Warranty, Owner shall have no claim against Ratliff for any cause related to any defect in the Work whatsoever.

#### MISCELLANEOUS

**GENERAL PROVISIONS:** Should any provision of this Limited Warranty be deemed by a court of competent jurisdiction to be unenforceable, that determination will not affect the enforceability of the remaining provisions. Use of one gender in this Limited Warranty includes all other genders, and use of the plural includes the singular, all as may be appropriate. The section and subsection headings contained in this Limited Warranty are for reference purposes only and shall not effect in any way the meaning or interpretation of this Limited Warranty. This Limited Warranty is to be governed by and construed in accordance with the laws of the State of Texas. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

**No Ratliff Employee is authorized to make any modification, extension, or addition to this Limited Warranty.**

**SHRINK CRACKS AND CONTROL JOINTS:** Newly placed concrete can be expected to crack within the first few days of placement during the curing process. These cracks are often referred to as "**Shrink Cracks**". Shrink Cracks are, typically, narrow stress cracks in the surface of the concrete. Reinforcing steel and/or fiber will minimize the number and width of Shrink Cracks. "**Control Joints**" are saw cut or hand grooved joints in the concrete. Control Joints encourage the concrete to crack (there by relieving the natural stress of the curing process) along these predetermined cuts and grooves. Control Joints do not prevent Shrink Crack; however, they may assist in reducing and/or hiding the crack when they occur.

**[The Remainder of this Page is Left Intentionally Blank]**









**Date:** 04/02/2024  
**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

---

**AGENDA ITEM:**

Consider Action to Approve a **Construction Contract with Ratliff Hardscape for the North Little Elm Library Kiosk Project.**

**DESCRIPTION:**

As part of the continued efforts to improve library services to the residents of Little Elm, the Library Department has proposed a project to install a 24-hour library kiosk. This kiosk would be located at Fire Station 3 on Navo Road, near the Union Park development and provide convenient remote library services to residents who live in the northern areas of Little Elm.

In order to provide a suitable area to install the proposed kiosk, Ratliff Hardscape has submitted a proposal to construct a concrete slab and roof canopy to accommodate the kiosk unit. The project also includes the necessary electrical, lighting, security, and data connections. This proposal is submitted utilizing a cooperative procurement agreement through the City of Allen. The Town maintains an executed Interlocal Agreement with City of Allen. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contract satisfies the competitive bid requirement and saves time and funding in developing specifications and duplication during the bid process.

**BUDGET IMPACT:**

Funding for the project is allocated in the current library budget, and the department has also received grant funding to cover costs associated with the library kiosk.

|    |               |                              |
|----|---------------|------------------------------|
| \$ | 72,672        | Cost Proposal                |
| \$ | 18,000        | Contingency                  |
| \$ | <b>90,672</b> | <b>Total Funding Request</b> |

**RECOMMENDED ACTION:**

Staff recommends approval.

---

## **Attachments**

Cost Proposal

Kiosk Layout

Example Kiosk Unit





EXHIBIT "B"  
**SPECIAL  
 CONDITIONS**

Wesley Brandon  
 Town of Little Elm  
 100 W. Eldorado Parkway  
 Little Elm, TX 75068  
 wbrandon@littleelm.org

**PROJECT:** Little Elm Fire Station Library Kiosk

**DATE:** 3/27/24

**LOCATION:** Little Elm, TX

**PROPOSAL NO:** 10-24.03.27-01

THIS FOLLOWING SPECIAL CONDITIONS PROVIDED BY RATLIFF HARDSCAPE, LTD. ARE SET FORTH TO ENSURE OUR SCOPE OF WORK HAS BEEN PROPERLY COMMUNICATED AND UNDERSTOOD BY THE OWNER, GENERAL CONTRACTOR, OTHER SUB-CONTRACTORS, ENGINEERS, MUNICIPALITY, OR OTHER GOVERNMENT ENTITIES. IT IS OUR FULL INTENT TO PROVIDE QUALITY WORKMANSHIP, JOB-SITE SAFETY, AND A LONG-LASTING WORKING RELATIONSHIP THROUGHOUT THE PROJECT. PLEASE REVIEW IN ITS' ENTIRETY ALL CONDITIONS SO THAT ANY DISCREPANCIES MAY BE RESOLVED PRIOR TO COMMENCEMENT OF WORK. IF THE "YES" BOX IS CHECKED THEN THE CONDITION DESCRIBED IS INCLUDED IN THE SCOPE OF WORK. IF CHECKED "NO", THEN THE CONDITION IS NOT INCLUDED IN THE SCOPE OF WORK. INTIAL BELOW THAT YOU HAVE READ AND FULLY UNDERSTAND THESE CONDITIONS.

|    | YES                                 | NO                       |  |
|----|-------------------------------------|--------------------------|--|
| 01 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | STAKING (BY OWNER)   |
| 02 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | GEOTECHNICAL MATERIALS TESTING (BY OWNER)  |
| 03 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | IMPACT FEES, CONNECTION FEES, METER FEES OR DEPOSITS   |
| 04 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | STRUCTURAL ENGINEERING (FOR HARDSCAPE ONLY)  |
| 05 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | ENGINEERING (BY OWNER)   |
| 06 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | PERMIT FEES (FOR HARDSCAPE ONLY)   |
| 07 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | PAYMENT & PERFORMANCE BOND   |
| 08 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | MAINTENANCE BONDS  |
| 09 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | INSPECTION FEES  |
| 10 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | SALES TAX  |
| 11 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | INSURANCE REQUIREMENTS   |
| 12 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | TRAFFIC CONTROL  |
| 13 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | MOBILIZATION (1 TIME ONLY)   |
| 14 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | SWPPP DESIGN   |
| 15 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | SWPPP INSPECTIONS  |
| 16 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | BUFF MORTAR (HARDSCAPE SCREENWALLS, COLUMN, & MONUMENTS)   |
| 17 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | BUFF MORTAR (RETAINING WALLS)  |
| 18 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | TREE REMOVAL; ALL TREES TO BE TAGGED AND MARKED BY OWNER & CITY (CHIPPED AND HAULED OFFSITE)           |
| 19 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | ROCK & BOULDER REMOVAL   |
| 20 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | SEEDING, SODDING, OR HYDROMULCH  |
| 21 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | EROSION CONTROL AS NOTED IN PLANS  |
| 22 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | STAGING AREA (TO BE PROVIDED BY OWNER ON OR CONTIGUOUS TO SITE)  |
| 23 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | BACKFILL (ALL SCOPE OF WORK)   |
| 24 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | HAUL OFF OF EXISTING TRASH OR DEBRIS FOUND BURIED OR OTHERWISE HIDDEN FROM SITE OR NOT IN PLANS        |
| 25 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | HAUL OFF OF ANY UNSUITABLE MATERIAL  |
| 26 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | UNDERCUTTING, SELECT FILL, MOISTURE CONDITIONING   |
| 27 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | UNDERGROUND UTILITY CONFLICTS (TO BE RELOCATED BY OTHERS)  |
| 28 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | UTILITY INSTALLATION (BASED ON UTILITY WORK INSTALLED PRIOR TO GAS, ELECTRIC, PHONE, CABLE, OR OTHERS) |
| 29 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | SPOILS TO BE STOCKED ON-SITE (APPROVED BY OWNER)   |
| 30 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | ROADWAY SUB-GRADE MUST BE +/- 0.20 FEET PRIOR TO UTILITY CONSTRUCTION AND WILL BE RETURNED TO GRADE    |
| 31 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | PAVING & PAD SUBGRADE SHALL NOT EXCEED +/- 0.10 FEET. FINE GRADING OR TRIMMING BY PAVING CREW          |
| 32 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | EXPORT OF ANY DIRT ON-SITE   |
| 33 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | DEWATERING OF SCOPE OF WORK  |
| 34 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | IF VACUUM TRUCK IS NEEDED FOR PIERS; ADD \$1500 PER PIER   |
| 35 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | ELECTRICAL POWER SOURCE FOR ENTRY LIGHTING   |
| 36 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | ELECTRICAL POWER SOURCE FOR IRRIGATION   |
| 37 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | FINAL CLEANUP  |
| 38 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | SUBJECT TO RATLIFF'S LIMITED WARRANTY (ATTACHED AS EXHIBIT "C")  |

**NOTES:**

01  
 02  
 03  
 04

IF THIS IS A REPAIR BID PROPOSAL OF WHICH RATLIFF DID NOT PERFORM THE CONCRETE UNDERGROUND PIER OR FOOTINGS, RATLIFF WILL NOT BE RESPONSIBLE FOR ANY SURFACE CRACKING AND WILL PROVIDE A ONE (1) YEAR LIMITED WARRANTY FROM THE COMPLETION DATE. SEE ATTACHED EXHIBIT "C".

I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS: \_\_\_\_\_  
Initials Initials

## EXHIBIT "C"

### RATLIFF HARDSCAPE, LTD. ONE YEAR LIMITED WARRANTY

#### RATLIFF HARDSCAPE, LTD.'S WARRANTY OBLIGATIONS ARE LIMITED TO THE TERMS SET FORTH BELOW

**THIS LIMITED WARRANTY:** This Ratliff Hardscape, Ltd. One Year Limited Warranty shall be referred to as the "**Limited Warranty**" in this document.

**WHAT IS COVERED:** Ratliff Hardscape, Ltd.'s ("**Ratliff**") Work. "**Work**" shall mean that certain work and those services further described between Ratliff and Owner (the "**Agreement**") and this Limited Warranty is an exhibit to such Agreement.

**WARRANTY:** Ratliff warrants that the Work furnished will: (i) be provided in a professional manner; (ii) be performed by appropriately knowledgeable and skilled personnel; (iii) conform to the requirements of the Agreement; (iv) conform to standards generally observed in the industry for similar services and work; and (v) will meet all applicable municipal or other jurisdictional requirements and other applicable laws pertaining to the Work.

Ratliff warrants that except for any Shrink Cracks, any cracking, in excess of one-quarter inch and longer than 20% of all the joints and edges of the concrete flatwork, occurring during the curing process and resulting from poor workmanship or use of substandard materials shall be repaired or replaced, at the sole election of Ratliff. Ratliff makes no claim that hairline cracks might not develop, but insures that reasonable precautions are taken to minimize their occurrences by using industry tested methods and quality materials. It is acknowledged that color differences may result for repairs. Please see the section entitled "Shrink Cracks and Control Joints" for a further explanation of shrink crack and control joints.

**EXCLUSIONS FROM COVERAGE:** Ratliff's Limited Warranty for the Work excludes loss, damages and defects caused by any of the following:

1. Any work performed, services provided or material supplied in accordance with any plans or specifications supplied, prepared or requested by the Owner, or by anyone on behalf of the Owner other than Ratliff, or Ratliff's employees, agents, contractors or subcontractors acting under Ratliff's direction (collectively "**Ratliff's Employees**").
2. Any defects caused or made worse by the negligence, gross negligence, willful conduct, abusive use, improper maintenance, lack of regular maintenance or other action of anyone other than Ratliff, or Ratliff's Employees.
3. Defects in driveways, walkways, patios, boundary walls, retaining walls, bulkheads, fences, landscaping, including without limitation sodding, seeding, shrubs, trees and plantings, off-site improvements, or any other improvements not part of the Work itself.
4. Any damage to the extent it is caused or made worse by failure of the Owner or by anyone other than Ratliff's Employees, to comply with the warranty requirements, including without limitation the Manufacturer Warranties, of manufacturers of items used in accordance with the Work; or failure by the Owner to give notice to Ratliff of any defects within a reasonable time; or changes of the grading of the ground by anyone other than Ratliff, or Ratliff's Employees; or changes, alterations or additions made to the Work by anyone after the Effective Date; dryness, cracking, dampness, condensation or soil movements, due to the failure of the Owner to maintain adequate irrigation; seepage of water; or insect damage.
5. Loss or damage which the Owner has not taken timely action to minimize.
6. Any defect in, caused by, or resulting from, materials or work supplied by anyone other than Ratliff or Ratliff's Employees, including without limitations defects covered under any of the Manufacturer Warranties.
7. Normal wear and tear or normal deterioration.



8. Loss or damage not specifically covered under this Limited Warranty.
9. Loss or damage not caused by a defect in the Work completed by Ratliff or Ratliff's Employees.
10. Loss or damage caused by, or resulting from, accidents, riot and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, acts of God, adverse environmental conditions, lightning, windstorms, hail, flood, mudslide, earthquake, wind-driven water and changes in the underground water table which were not reasonably foreseeable.
11. Defects, which are the result of characteristics common to the materials used (such as but not limited to fading and minor cracking).
12. Notwithstanding any provisions in this Limited Warranty to the contrary, this Limited Warranty shall not apply to any loss or damage related to any Shrink Cracks.
13. Notwithstanding any provisions in this Limited Warranty to the contrary, this Limited Warranty shall not apply to any loss or damage caused directly or indirectly by any underground movement, including without limitation any surface cracking, unless Ratliff performed repairs to the concrete underground pier or footings as part of the Work.
14. Loss or damage caused or made worse pursuant to the provisions specified in the section entitled "Notice of Claim".
15. Loss or damage to any third party manufactured products.

**TERM:** The terms of the coverage of this Limited Warranty begin on the date of substantial completion of the Work (the "**Effective Date**") and continue until the one (1) year anniversary of the Effective Date (the "**Expiration Date**"). The Effective Date of the warranty period for all incomplete punch list items identified in writing as "punch list items" as of the date of substantial completion of the Work shall begin when the Owner and Ratliff have mutually and reasonably agreed that such incomplete punch list items are 100% complete, in which case the Expiration Date for the warranty period for such incomplete punch list items shall be one (1) year following the Effective Date assigned to such incomplete punch list items.

**MANUFACTURERS' WARRANTIES:** Ratliff assigns and passes through to Owner the manufacturers' warranties on all manufactured products (including, but not limited to, bricks, cinder blocks, and manufactured stone) and equipment (collectively, the "**Manufacturer Warranties**").

**RATLIFF DOES NOT WARRANTY ANY THIRD PARTY MANUFACTURED PRODUCTS.**

**LIMITATIONS ON WARRANTY: RATLIFF'S LIABILITY TO THE OWNER OR ANY OTHER THIRD PARTY, FOR A CLAIM OF ANY KIND ARISING AS A RESULT OF, OR RELATED TO THE GOODS OR SERVICES PROVIDED HEREUNDER, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), UNDER ANY WARRANTY, OR OTHERWISE, SHALL BE LIMITED TO MONETARY DAMAGES AND THE AGGREGATE AMOUNT THEREOF FOR ALL CLAIMS SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE AMOUNT PAID OR PAYABLE BY THE OWNER TO RATLIFF UNDER THE AGREEMENT. UNDER NO CIRCUMSTANCES SHALL RATLIFF BE LIABLE TO THE OWNER OR ANY THIRD PARTY FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING**

**LOST PROFITS), EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR WARRANTIES GRANTED BY THE OWNER TO ANY THIRD PARTY. THE OWNER ACKNOWLEDGES AND AGREES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO ACTION, REGARDLESS OF FORM, ARISING UNDER THE AGREEMENT OR THIS LIMITED WARRANTY MAY BE BROUGHT BY THE OWNER AFTER THE EXPIRATION DATE.**

#### **DISCLAIMER OF WARRANTIES**

**EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTY AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED AND RATLIFF EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE GOODS OR OTHER SERVICES PROVIDED BY RATLIFF HEREUNDER, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY OR MERCHANTABILITY QUALITY OR MERCHANTABILITY, DESIGN, QUANTITY, QUALITY, LAYOUT, FOOTAGE, PHYSICAL CONDITION, OPERATION, COMPLIANCE WITH SPECIFICATIONS, ABSENCE OF LATENT DEFAULTS OR COMPLIANCE WITH LAWS AND REGULATIONS (INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY AND THE ENVIRONMENT), FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE OR ANY OTHER MATTER AFFECTING THE WORK.**

#### **WARRANTY CLAIMS**

**NOTICE OF CLAIM:** If the Owner believes a defect in the Work that is covered by this Limited Warranty arises, then Owner shall provide written notice to Ratliff, and Ratliff must receive such written notice, at Ratliff's current address of record, and such written notice shall include a detailed description of such defect (the "**Defect Notice**"). Ratliff must receive the Defect Notice on or before the *earlier of* the Expiration Date or thirty (30) days after the date Owner or any of Owner's shareholders, members, partners, owners, directors, managers, officers, employees, contractors, agents, or representatives discover the defect specified in such Defect Notice. Ratliff is not responsible for any loss or damage covered by this Limited Warranty if such loss or damage is caused or made worse by failure to give written notice to Ratliff of such defect within the time periods required pursuant to this paragraph.

**RATLIFF'S PERFORMANCE:** If a defect occurs in an item which is covered by this Limited Warranty, Ratliff, within 60 days after receipt of the related Defect Notice, will repair, replace, or pay Owner the reasonable cost of repairing or replacing the defective item. Ratliff's total liability under this Limited Warranty is limited pursuant to the provisions of the section entitled "Limitations on Warranty". Ratliff, in Ratliff's sole and absolute discretion, may choose among the repair, replacement or payment options specified in this paragraph. Steps taken by Ratliff to correct defects shall not act to extend the terms of this Limited Warranty.

**INSURANCE:** If Ratliff repairs, replaces, or pays the cost of repairing, any defect covered by this Limited Warranty for which Owner is covered by insurance, Owner must, upon request by Ratliff,

assign the proceeds of such insurance to Ratliff to the extent of the cost to Ratliff of such repair or replacement.

**SETTLEMENT OF DISPUTES:** All disputes between the parties may be resolved by litigation, in a court of competent jurisdiction, except that Ratliff may, at its sole option, require that any dispute be submitted to binding arbitration pursuant to the Construction Industry Rules of the American Arbitration Association. Each arbitrator selected by the American Arbitration Association shall be a licensed construction attorney with at least seven (7) years of experience. If the dispute is arbitrated, the award rendered by the arbitrator(s) shall be final, and the judgment may be entered upon it in accordance with the application law in any court having jurisdiction thereof. The arbitration election by Ratliff shall be made no later than thirty (30) days following receipt of service of process of any litigation from Owner or, if the claim is asserted by Ratliff, shall be made upon the filing of demand for arbitration by Ratliff. Notwithstanding the above, Ratliff shall not be deemed to have waived any right it may have to arbitrate its dispute with Owner by the filing of litigation against Owner and its surety. The demand for arbitration in no event shall be made after the date within institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations. In the event of litigation or arbitration of any dispute between Ratliff and Owner, Ratliff (if it prevails in prosecution or defense) shall be awarded attorneys' fees, costs of court and such other damages as may be permitted by this Limited Warranty and applicable law. In the event of litigation or arbitration of any claim brought by Owner against Ratliff, the Owner (if it prevails) shall be awarded attorneys' fees and costs of court. Except as specifically provided in this Limited Warranty, Owner shall have no claim against Ratliff for any cause related to any defect in the Work whatsoever.

#### MISCELLANEOUS

**GENERAL PROVISIONS:** Should any provision of this Limited Warranty be deemed by a court of competent jurisdiction to be unenforceable, that determination will not affect the enforceability of the remaining provisions. Use of one gender in this Limited Warranty includes all other genders, and use of the plural includes the singular, all as may be appropriate. The section and subsection headings contained in this Limited Warranty are for reference purposes only and shall not effect in any way the meaning or interpretation of this Limited Warranty. This Limited Warranty is to be governed by and construed in accordance with the laws of the State of Texas. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

**No Ratliff Employee is authorized to make any modification, extension, or addition to this Limited Warranty.**

**SHRINK CRACKS AND CONTROL JOINTS:** Newly placed concrete can be expected to crack within the first few days of placement during the curing process. These cracks are often referred to as "**Shrink Cracks**". Shrink Cracks are, typically, narrow stress cracks in the surface of the concrete. Reinforcing steel and/or fiber will minimize the number and width of Shrink Cracks. "**Control Joints**" are saw cut or hand grooved joints in the concrete. Control Joints encourage the concrete to crack (there by relieving the natural stress of the curing process) along these predetermined cuts and grooves. Control Joints do not prevent Shrink Crack; however, they may assist in reducing and/or hiding the crack when they occur.

**[The Remainder of this Page is Left Intentionally Blank]**



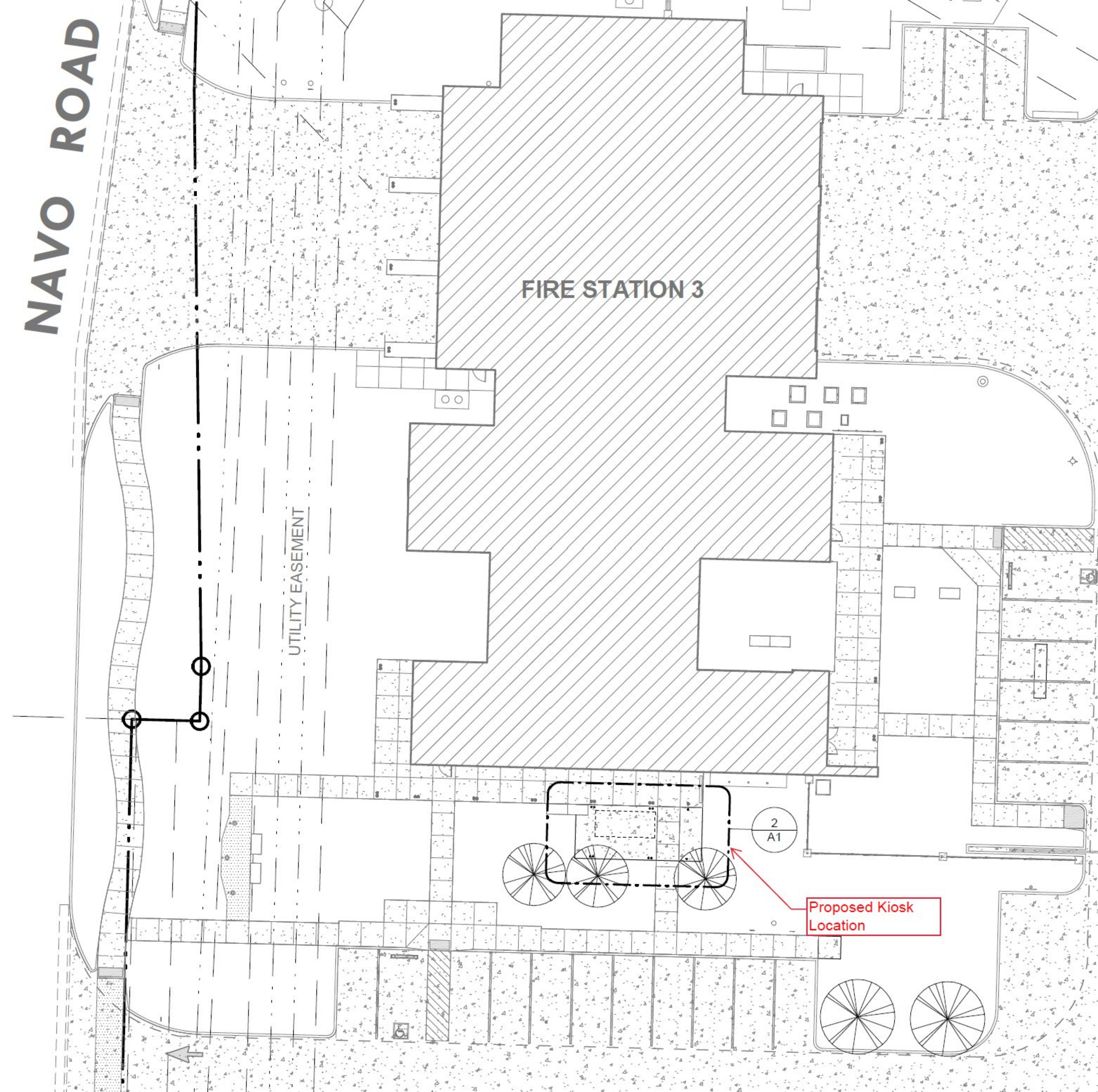
NAVO ROAD

FIRE STATION 3

UTILITY EASEMENT

2  
A1

Proposed Kiosk  
Location









**Date:** 04/02/2024  
**Agenda Item #:** 5. H.  
**Department:** Development Services  
**Strategic Goal:** Ensure excellence in public services while keeping up with the growth in the community  
**Staff Contact:** Wesley Brandon, Town Engineer

---

**AGENDA ITEM:**

Consider Action to Approve **Resolution No. 0402202401** regarding a **Local On-System Agreement with the Texas Department of Transportation regarding Pavement Striping Improvements at the Intersection of Eldorado Parkway and Oak Grove Parkway.**

**DESCRIPTION:**

On October 17, 2023, Town Council approved an agreement with TxDOT to allow the installation of striping and signage improvements to improve traffic flow through the intersection of Oak Grove Pkwy and Eldorado Pkwy. The improvements have been installed, and TxDOT is requesting a resolution to formalize the agreement that was previously approved.

**BUDGET IMPACT:**

Because the funding was approved through the previous agenda item, there is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

Resolution  
Previous Agenda Item  
Striping Exhibit  
Approved Agreement

**RESOLUTION NO.  
0402202401**

**A RESOLUTION OF THE TOWN COUNCIL OF THE  
TOWN OF LITTLE ELM, TEXAS SUPPORTING THE  
AGREEMENT WITH THE TEXAS DEPARTMENT OF  
TRANSPORTATION FOR A LOCAL ON-SYSTEM  
IMPROVEMENT PROJECT**

**WHEREAS.** This Resolution is presented for the purpose of approving and entering into a Local On- System Agreement (LOSA) by and between the State of Texas, acting by and through the Texas Department of Transportation, and the Town of Little Elm, for the provision of a Local On-System Improvement Project, more particularly described below:

District: Dallas  
Project Name: Oak Grove Pkwy and Eldorado Pkwy Signage and Striping Improvements

**WHEREAS.** the Town of Little Elm is financially responsible for project costs and overruns, if applicable; and

**WHEREAS.** the Town of Little elm is authorized to enter into a LOSA with TxDOT; and

**WHEREAS.** the Town of Little Elm authorizes the Town Manager to be the signatory for the LOSA.

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

**Section 1.** The Town of Little Elm supports entering into an agreement with the Texas Department of Transportation, as described above, and is willing to commit to the project's development, implementation, construction, maintenance, management and/or financing. The Town of Little Elm is willing and able to authorize, by this resolution, the Local Government to enter into said Agreement with TXDOT to provide for a Local On- System Improvement Project; and

**Section 2.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND APPROVED this the 2<sup>nd</sup> day of April, 2024.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Curtis Cornelious, Mayor

\_\_\_\_\_  
Caitlan Biggs, Town Secretary



## Previous Agenda Item

### Town Council Agenda

October 17, 2023

---

#### **AGENDA ITEM (text will appear on agenda)**

Consider action to approve a Local On-System Improvement Project Agreement with the Texas Department of Transportation regarding pavement striping improvements at the intersection of Eldorado Parkway and Oak Grove Parkway.

#### **DESCRIPTION**

The Town has received many resident concerns regarding traffic congestion and accidents that have occurred at the intersection of Eldorado Parkway and Oak Grove Parkway. Town staff have coordinated with traffic consultants, Texas Department of Transportation (TxDOT) staff, and the City of Frisco to identify effective solutions to these issues.

One of the key recommendations to improve traffic flow through the intersection involves the installation of striping and raised pavement markers. to better delineate lane separation for vehicles making a westbound right turn onto Oak Grove Parkway. Another recommendation is to install striping along the westbound direction to discourage vehicles from bypassing the right turn lane and attempting to merge closer to the intersection.

To expedite the installation of these recommended striping improvements, Town staff proposes to contract directly with the Town's pavement striping contractor. TxDOT requires a Local On-System Agreement approved by the Town Council prior to authorizing the contractor to perform the work within TxDOT's right-of-way.

#### **BUDGET IMPACT**

The cost of the agreement is \$30,660.71 and includes the estimated cost to install the striping, as well as the direct and indirect State costs to administer the agreement. Funding is available in the operations budget of the Public Works Department.

#### **RECOMMENDED ACTION**

Staff recommends approval.

#### **ATTACHMENTS**

- Agreement
- Striping Exhibit



## Agenda Item Title Stems

- Work Session
  - Present and Discuss....
- Consent
  - Consider Action to Approve...
- Regular Item
  - Present, Discuss and Consider Action on a Resolution to Approve an Agreement with \_\_\_\_\_ for \_\_\_\_\_ and Authorize the City Manager to Execute the Agreement in an Amount not to Exceed \_\_\_\_\_.
  - Present, Discuss, Consider and Provide Direction Related to...

## Description

- Does your memo....
  - Answer the question *why* in the first paragraph. Why are we bringing this item forward to Council?
  - Provide a historical summary to provide context for the who, what, when, how, and why
  - Spell out all acronyms
    - Ex: Request for Proposal (RFP)
  - Meet the resident test: can someone who is not in local government clearly understand the purpose of the item?
    - Focus on simple and use plain language
  - Include a timeline? This should state whether or not the project is on schedule and the expected completion date.
  - Tell a complete story.
- Don't forget to proofread!
- It's important to remember that the level of detail is subject to change based on the nature of the agenda item, i.e. a reappointment to a board would require less detail than a multi-million dollar project or an item that is political will require more detail.
- Before you submit, review your memo to ensure you've included the latest and greatest information, i.e. Resolutions and Contracts have the correct date, amount, etc.

## Budget Impact

- Funds have been budgeted in the FY xxxx-xxxx (i.e. 2020-2021) from the xxxx (i.e. General Fund, Utility Fund, Drainage Fund) as an operating expenditure *or* supplemental package for \$xxxx.
- Capital expenditures have been outlined in the Town's Capital Improvement Project Planning List and are funded by xxx (bonds, grants, impact fees, one-time project transfers).
- There is no budget impact for this item.

## Recommendation

- Information only, no action required.
- Staff recommends approval/denial.
- Staff requests direction from Council.

## Attachments

- Resolution OR Ordinance - \_\_\_\_\_ (if applicable, will always be the first attachment listed)
- Presentation - \_\_\_\_\_ (if applicable, will always follow the resolution/ordinance. If none, it will be first).
- Map - \_\_\_\_\_ (if applicable, will always follow resolution/ordinance or presentation)
- Timeline - \_\_\_\_\_ (if applicable, will always follow resolution/ordinance or presentation)

## Strategic Plan Categories

- **Provide a safe and welcoming environment for Little Elm residents and visitors:** Little Elm will be a community that is safe and welcoming to all who live here and visit. A safe and welcoming environment is accomplished through upholding a strong sense of community with engaged residents, maintaining clean and aesthetically welcoming corridors and neighborhoods, preserving a low crime rate, and continuing to ensure that public safety officials are courteous, professional, and ethical while providing equitable service to all.
- **Ensure strong relationships within the community and region:** Little Elm will strive to ensure positive relationships within the community and region. Strong and positive relationships are accomplished by conducting business with a high level of integrity, promoting open communication, transparency, partnerships, and displaying a high level of courteousness in all of our interactions. We will operate with a partner mentality with all entities with which we share a common interest.
- **Maximize community recreation and leisure activities:** Little Elm will maximize recreational and leisure activities for the region. Recreational and leisure activities will be provided for a broad range of socio-economic and interests groups, focusing on maximizing the unique shoreline recreation opportunities on Lewisville Lake.
- **Maintain operational integrity and viability:** Little Elm will ensure the Town's financial and operational processes' integrity and long-term viability. Little Elm's operational and financial soundness will be ensured by maintaining a competitive tax rate, aggressively recruiting retail and small business economic development prospects, planning for long-term financial obligations, and maintaining a level of operational efficiency.
- **Promote and expand Little Elm's identity:** Maintain Little Elm's distinctive look and high development standards that provide vibrant, high-quality neighborhoods and development. Create a sense of place and brand identity that extends beyond our borders.
- **Ensure excellence in public services while keeping up with the growth in the community:** Little Elm will ensure that high-quality public services are maintained by addressing growth needs in infrastructure and by attracting, retaining, equipping, and empowering a workforce that delivers excellent service for an excellent value.





**FM 720**

**NORTHBOUND**

**SOUTHBOUND**

**Raised Pavement  
Markings and Striping**

**WESTBOUND**

**EASTBOUND**

**ELDORADO PKWY**

Green

1810

1800

1807

Old Hwy 24

Old Hwy 24

Old Hwy 24

Old Hwy 24

Old Hwy 24

W Eldorado Pkwy

W Eldorado Pkwy

W Eldorado Pkwy

o Pkwy



|                        |  |
|------------------------|--|
| <b>CSJ #</b>           | <b>18-4LOSA001</b>   |
| <b>District #</b>      | <b>18/DAL</b>  |
| <b>Code Chart 64 #</b> | <b>24830</b>   |
| <b>Project Name</b>    | <b>Eldorado Pkwy at Oak Grove<br/>Pavement Marking and Sign<br/>Installation</b> |

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

**AGREEMENT  
For A  
LOCAL ON-SYSTEM IMPROVEMENT PROJECT**

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the “State”, and the **Town of Little Elm**, acting by and through its duly authorized officials, called the “Local Government.” The State and Local Government shall be collectively referred to as “the parties” hereinafter.

**WITNESSETH**

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **115814**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated \_\_\_\_\_, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment A, Project Location Map (Attachment A), which is attached to and made a part of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

**AGREEMENT**

**1.     Period of the Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completed Project is accepted by the State or unless terminated as provided below.

|                        |  |
|------------------------|--|
| <b>CSJ #</b>           | <b>18-4LOSA001</b>   |
| <b>District #</b>      | <b>18/DAL</b>  |
| <b>Code Chart 64 #</b> | <b>24830</b>   |
| <b>Project Name</b>    | <b>Eldorado Pkwy at Oak Grove<br/>Pavement Marking and Sign<br/>Installation</b> |

**2. Scope of Work**

The Project consists of pavement marking and sign installation on Eldorado Parkway at Oak Grove, as shown on Attachment A.

**3. Local Project Sources and Uses of Funds**

- A. The total estimated cost of the Project is shown in Attachment B, Local On-System Improvement Project Budget (Attachment B), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment B. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.
- B. Attachment B shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Project costs.
- C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment B. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment B. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State's waiver of its direct or indirect costs shall be indicated on Attachment B by showing the State as responsible for these costs. When the Local Government is responsible for the State's direct or indirect costs, the amount indicated on Attachment B is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.
- D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment B.
- E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.
- F. The Local Government will begin construction on the Project within 6 months after execution of the Agreement.
- G. The Local Government will complete construction and receive the State's acceptance of the project within 18 months after the date the State authorizes in writing for the Local Government to commence construction of the Project.
- H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it determines necessary to protect the interests of the State, which includes returning the

|                        |  |
|------------------------|--|
| <b>CSJ #</b>           | <b>18-4LOSA001</b>   |
| <b>District #</b>      | <b>18/DAL</b>  |
| <b>Code Chart 64 #</b> | <b>24830</b>   |
| <b>Project Name</b>    | <b>Eldorado Pkwy at Oak Grove<br/>Pavement Marking and Sign<br/>Installation</b> |

Project area to its original condition or completing the work using State forces or contractors. The Local Government shall pay all costs incurred by the State under this provision.

**4. Termination of this Agreement**

This Agreement shall remain in effect until the Project is completed and accepted by the State, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The State terminates the Agreement in writing due to the Local Government’s failure to comply with paragraphs 3.F or 3.G; or
- C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

**5. Amendments**

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

**6. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

**7. Architectural and Engineering Services**

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State’s Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State’s satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State’s satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

**8. Environmental Assessment and Mitigation**

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

|                        |  |
|------------------------|--|
| <b>CSJ #</b>           | <b>18-4LOSA001</b>   |
| <b>District #</b>      | <b>18/DAL</b>  |
| <b>Code Chart 64 #</b> | <b>24830</b>   |
| <b>Project Name</b>    | <b>Eldorado Pkwy at Oak Grove<br/>Pavement Marking and Sign<br/>Installation</b> |

- A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. The cost of any environmental problem’s mitigation and remediation.
- C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.
- D. The preparation of documents required for the environmental clearance of the Project.

Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

**9. Right of Way and Real Property**

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

**10. Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government’s failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

**11. Compliance with Texas Accessibility Standards and ADA**

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**12. Construction Responsibilities**

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for

|                        |  |
|------------------------|--|
| <b>CSJ #</b>           | <b>18-4LOSA001</b>   |
| <b>District #</b>      | <b>18/DAL</b>  |
| <b>Code Chart 64 #</b> | <b>24830</b>   |
| <b>Project Name</b>    | <b>Eldorado Pkwy at Oak Grove<br/>Pavement Marking and Sign<br/>Installation</b> |

construction. Upon selection of a contractor and prior to commencing construction within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State. The Local Government will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

- B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.
- C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

**13. Project Maintenance**

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

**14. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

| <b>Local Government</b>  | <b>State</b>  |
|--|---|
| <p style="color: red;">Town of Little Elm<br/>303 Main Street<br/>Little Elm, TX 75068</p> | <p>Director of Contract Services<br/>Texas Department of Transportation<br/>125 E. 11<sup>th</sup> Street<br/>Austin, Texas 78701</p> |

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.



|                        |  |
|------------------------|--|
| <b>CSJ #</b>           | <b>18-4LOSA001</b>   |
| <b>District #</b>      | <b>18/DAL</b>  |
| <b>Code Chart 64 #</b> | <b>24830</b>   |
| <b>Project Name</b>    | <b>Eldorado Pkwy at Oak Grove<br/>Pavement Marking and Sign<br/>Installation</b> |

**15. Legal Construction**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**16. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**17. Ownership of Documents**

Upon completion or termination of this Agreement, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

**18. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**19. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**20. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to the State and the Local Government or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**21. Insurance**

Before beginning work on the state highway system, the Local Government and its contractor performing the work shall provide the State with a fully executed copy of the State's Form 1560

|                        |  |
|------------------------|--|
| <b>CSJ #</b>           | <b>18-4LOSA001</b>   |
| <b>District #</b>      | <b>18/DAL</b>  |
| <b>Code Chart 64 #</b> | <b>24830</b>   |
| <b>Project Name</b>    | <b>Eldorado Pkwy at Oak Grove<br/>Pavement Marking and Sign<br/>Installation</b> |

Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right of way. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. This coverage shall be maintained until all work on the state right of way is complete. If coverage is not maintained, all work on state right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**22. Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

**23. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

**THE STATE OF TEXAS**

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

Kenneth Stewart  
\_\_\_\_\_  
Typed or Printed Name

Director of Contract Services  
\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Matt Mueller  
\_\_\_\_\_  
Typed or Printed Name

Town Manager  
\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

|                 |   |
|-----------------|---|
| CSJ #           | 18-4LOSA001   |
| District #      | 18/DAL  |
| Code Chart 64 # | 24830   |
| Project Name    | Eldorado Pkwy at Oak Grove<br>Pavement Marking and Sign<br>Installation |

**ATTACHMENT A  
PROJECT LOCATION MAP**



|                 |   |
|-----------------|---|
| CSJ #           | 18-4LOSA001   |
| District #      | 18/DAL  |
| Code Chart 64 # | 24830   |
| Project Name    | Eldorado Pkwy at Oak Grove<br>Pavement Marking and Sign<br>Installation |

**ATTACHMENT B  
LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET  
(Locally Funded and Performed Project)**

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

| Description   | Estimated Costs   | Subtotals   |
|---|---|-------------|
| <b>PROJECT PHASES:</b> Work performed by the Local Government or its Consultant or Contractor |   |             |
| Environmental   | \$  |             |
| Right of Way  | \$  |             |
| Engineering   | \$  |             |
| Utility Work  | \$  |             |
| Construction  | \$27,940.68   | \$27,940.68 |
| Subtotal for Project Phases   |   | \$27,940.68 |
| <b>DIRECT STATE COSTS:</b>  | <b>Paid By: <input checked="" type="checkbox"/> Local Government <input type="checkbox"/> State</b> |             |
| Environmental   | \$  |             |
| Right of Way  | \$  |             |
| Engineering   | \$  |             |
| Utility Work  | \$  |             |
| Construction  | \$1,397.03  |             |
| Subtotal for Direct State Costs   |   | \$1,397.03  |
| <b>INDIRECT STATE COSTS:</b>  | <b>Paid By: <input checked="" type="checkbox"/> Local Government <input type="checkbox"/> State</b> |             |
| Subtotal for Indirect State Costs   |   | \$1,323.00  |
| <b>TOTAL ESTIMATED COST OF PROJECT</b>  |   | \$30,660.71 |

|                   |  |
|-------------------|--|
| <b>\$2,720.03</b> | Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement. |
|-------------------|--|



**Date:** 04/02/2024  
**Agenda Item #:** 5. I.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

---

**AGENDA ITEM:**

Consider Action to Approve **Resolution No. 0402202402 of the Town Council of the Town of Little Elm, Texas, Authorizing and Approving a Project of the Little Elm Community Development Corporation, a Texas Non-Profit Corporation, in the amount not to exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00) for Fencing and Related Improvements to Eldorado Parkway and Little Elm Park, Authorized by Section 505.152 of the Texas Local Government Code; Authorizing the Advancement of Funds for Said Project in the amount not to exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00) to be Reimbursed by the Little Elm Community Development Corporation Following Compliance with State Law Requirements; and Providing for an Immediate Effective Date.**

**DESCRIPTION:**

In order for the Town to proceed with the project that is potentially going to be funded by the Community Development Corporation (CDC) as a 4B project, a reimbursement resolution allows such action. Section 4B projects must conduct at least one public hearing on proposed 4B projects. Additionally, 4B projects must obtain Town Council approval of the expenditure which is on the agenda tonight under a separate action item. After the project has been considered at a public hearing and sixty days have passed since the first published notice of the project, then CDC can be authorized to make expenditures related to the project.

This reimbursement resolution is between the Town and CDC to fund the fencing project at Eldorado Parkway.

**BUDGET IMPACT:**

The Capital Improvement Fund will fund the project until such time that CDC can reimburse the Town for the project. Finance will be bringing a formal budget amendment in May that addresses CDC's budget once all legal requirements of notice and authorizations have been approved.

**RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

Resolution No. 0402202402

**RESOLUTION NO. 0402202402**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, AUTHORIZING AND APPROVING A PROJECT OF THE LITTLE ELM COMMUNITY DEVELOPMENT CORPORATION, A TEXAS NON-PROFIT CORPORATION, IN THE AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) FOR FENCING AND RELATED IMPROVEMENTS TO ELDORADO PARKWAY AND LITTLE ELM PARK, AUTHORIZED BY SECTION 505.152 OF THE TEXAS LOCAL GOVERNMENT CODE; AUTHORIZING THE ADVANCEMENT OF FUNDS FOR SAID PROJECT IN THE AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) TO BE REIMBURSED BY THE LITTLE ELM COMMUNITY DEVELOPMENT CORPORATION FOLLOWING COMPLIANCE WITH STATE LAW REQUIREMENTS; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, the Little Elm Community Development Corporation is a Type B economic development corporation authorized by Chapter 505 of the Texas Local Government Code, as amended; and

**WHEREAS**, Section 505.152 of the Texas Local Government Code defines the term “project” to mean “includes land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section”; and

**WHEREAS**, Town Council of the Town of Little Elm, Texas, does hereby approve the advancement of Town funds in the amount not to exceed **Five Hundred Thousand and No/100 Dollars (\$500,000.00)** for the Project which will be reimbursed by the Little Elm Community Development Corporation following compliance with the published notice, public hearing, and other state law requirements contained in Sections 505.159 and 505.160 of the Texas Local Government Code.

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

**Section 1.** That the foregoing recitals are hereby found to be true and correct legislative findings of the Town Council of the Town of Little Elm, Texas, and are fully incorporated into the body of this Resolution.

**Section 2.** That the Town Council of the Town of Little Elm, Texas, does hereby approve the advancement of Town funds in the amount not to exceed **Five Hundred Thousand and No/100 Dollars (\$500,000.00)** for the Project which will be reimbursed by the Little Elm Community Development Corporation following compliance with the published notice, public hearing, and other state law requirements contained in Sections 505.159 and 505.160 of the Texas Local Government Code.

**Section 3.** This Resolution shall become effective from and after its passage.

**DULY RESOLVED** by the Town Council of the Town of Little Elm, Texas, on this the 2nd day of April, 2024.

**APPROVED:**

\_\_\_\_\_  
Curtis Cornelious, Mayor

**ATTEST:**

\_\_\_\_\_  
Caitlan Biggs, Town Secretary





**Date:** 04/02/2024  
**Agenda Item #:** 6. A.  
**Department:** Development Services  
**Strategic Goal:** Promote and expand Little Elm’s identity  
**Staff Contact:** Olga Chernomorets, Planning Manager

---

**AGENDA ITEM:**

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1754 Regarding a Request for a Specific Use Permit at 26780 US Highway 380, Currently Zoned as Light Commercial (LC), with US 380 District Overlay, within Little Elm’s Town Limits, in Order to Allow for Site Alterations and Improvements of an Existing Automated Carwash .**

**Open Public Hearing:**  
**Receive Public Comments:**  
**Close Public Hearing:**  
**Take Action on Ordinance No. 1754:**

**DESCRIPTION:**

**Location.**

Generally located on the south side of West University Drive, approximately 400 feet west of Magnolia Boulevard, within Little Elm’s town limits.

**Background.**

Subject property is currently zoned Light Commercial and located within the Highway 380 Overlay District. The property is approximately 1.783 acres in size with one commercial building, roughly 5,900 square feet in size. The site was designed, and currently contains, as an automatic drive-through carwash, with a staff office, main carwash building, and one structure for overhead vacuum stations. Its important to note that the property also has a 100’ wide Overhead Utility Easement running diagonally through the property which reduces the development potential of the site.

Subject property is bordered to the west and to the south by a self-storage/ RV and Boat Storage business. Further west is land zoned Light Industrial, which is occupied by a retail shell. To the east is a vacant parcel zoned Light Commercial. Along the northern property line is Highway 380 and north of Highway 380 is commercially utilized land operating within the Town’s “Limited Purpose Annexation” area, which means the only jurisdiction over that area is to collect sales tax. The

nearest residential properties are 210 feet from the southern property line, south of the aforementioned self-storage business.

Subject property was annexed into the Town via Ordinance No. 809 in December 2006. However, the construction of the carwash was completed June 2006, prior to the annexation, and was therefore permitted and platted through the Denton County Development Services Office. The property has undergone multiple owners and small renovations since it was annexed, but the main layout remains unchanged.

In 2022 the property was purchased by the current property owner, Washguys 13 LLC. At that time, the ownership first reached out to the Town about conducting site improvements and installing a new row of overhead vacuum stations. While the Zoning Ordinance allows automated car washes through a Specific Use Permit, the property was built and occupied prior to annexation into the Town, and is currently in an existing non-conforming status. This status means that, so long as the property does not go vacant and does not expand existing non-conforming use, they are allowed to continue operating. However, should the property become vacant for six months or want to expand the use, the property needs to be brought into compliance with the Zoning Ordinance. Since no SUP exists today, the property would need to request an SUP for the allowance of an automated car wash in this location, in order to be able to expand this use.

There are no specific site requirements for an Automated Car Wash SUP approval, however, Section 106.02.17 gives general guidance on what considerations of approval shall take place.

*“Approvals shall consider the intensity of the proposed use within the context of the proposed location for compatibility, traffic generated, noise, and other issues determined by the director to be pertinent to the case.”*

Additionally, Section 106.05.02.2 provides regulations for auto-oriented drive-in and drive-thru facilities, which would be relevant to this use as well.

- a. Drive-thru and queue lanes shall not be located between the front of the building (primary entrance) and a public right-of-way.
- b. Auto-oriented facilities shall not block or conflict with pedestrian or bicycle access or walkways.
- c. Screening shall be provided between the facility and any public right-of-way using evergreen screening vegetation, at least 36 inches in height, at the time of planting, a low fence or wall, no more than 42 inches in height, or a combination of both.

### **Proposal.**

The expansion of the use proposed by the applicant includes the addition of overhead vacuum stations toward the front of the property and expansion of the driveway leading into the car wash. In order to bring the use of the property into compliance, the applicant is requesting a Specific Use Permit for the use of “Automated Car Wash.” Due to US 380 expansion and existing conditions around the perimeter of the property, there is currently very little landscaping and planting limitations, so the applicant is also proposing to bring the landscaping closer into compliance by improving the perimeter and interior planting as much as physically possible given these constraints.

The proposed vacuum stations will be constructed along the existing front parking area. The applicant is proposing to build a structure that is basically covered parking, with the support poles hiding the overhead vacuum hoses. The actual vacuum infrastructure will be housed inside the main carwash building, which will reduce the noise of the vacuum system. The new stations will have the support poles wrapped in a masonry material and match the existing primary building,

which is a requirement for the support columns on accessory structures. The applicant is also proposing to expand the drive aisle leading to the payment kiosk. Expanding the drive aisle allows for additional vehicle stacking and a smoother transition of the queued vehicles from the entrance to the payment kiosk, and through the car wash itself. These enhancements will give the business improved operational capacity as well as allow them to remain compatible with current demands.

The carwash opens at 8 a.m. at the earliest and closes at 7 p.m. at the latest, which fall within the allotted hours of operation for any noises up to 90 decibels. Staff confirmed with the Community Integrity Department that there had not been any cases opened for this property since the current owner purchased the carwash.

Lastly, the applicant is proposing to add more perimeter and interior landscaping, in an effort to bring the site closer to the Landscaping requirements of the Town. These landscape enhancements will help to achieve specific goals in the Town's Comprehensive Plan to improve the landscaping along the Highway 380 right-of-way.

The applicant is proposing to screen all vehicular use areas, as required by the Town's Landscaping requirements, by providing 36-inch shrubs around the entire perimeter of the property. The applicant is also proposing to plant trees along the western, northern, and eastern property boundary. The perimeter tree planting standard in the Landscaping Ordinance is 1 canopy tree every 25 feet. Additional height restriction easements from Brazos Electric and the billboard located on site add to the challenge of becoming compliant with current landscaping requirements. While these agreements do not outright prohibit the plantings of trees in the easements, to ensure long term viability, the applicant will need to work with the easement owners in order to ensure the trees planted as a part of this proposed SUP will be properly maintained and not over-pruned.

Due to previous development standards, there is only about three feet between the back of curb and the rear property line, which does not provide adequate room for tree planting. In an effort to move the property closer to compliance with this landscape buffer, the applicant is planting 36-inch shrubs along the entirety of this area.

Additionally, due to the US 380 Right-of-way acquisition and existing easements, there is only about a five-foot front landscape buffer. However, the applicant is proposing to plant all the required trees to comply with the spacing requirements.

The applicant is proposing to plant shrubs and canopy trees within the site to meet interior and foundation planting requirements. Per Town Landscaping requirements, for every 1,000 square feet of building space, there must one canopy tree within 25 feet of the building. The foundation planting requirement would be six canopy trees, the applicant is proposing to plant 13 canopy trees near the building in interior landscaping areas. The applicant is also proposing a mix of 36-inch shrubs placed within the interior landscape areas in order to enhance the landscaping for the property.

Due to minimal parking requirements of automated carwashes, the site will still have adequate parking. The five provided parking spots allow for enough employee parking for the maximum shift size. However, the added vacuum stations would still be able to serve as parking areas as they are essentially covered parking and the customers are there specifically for the purposes of cleaning their cars.

#### **Fire, Engineering, and Building.**

Fire, Engineering, and Building have reviewed the plans and given approval for zoning purposes. All

proposed improvements will require review and approval of a Site Development Permit prior to construction.

**Comprehensive Plan.**

The 2017 Comprehensive Plan envisions the Highway 380 Corridor as a major commercial hub for employment. An additional goal in the Comprehensive Plan is to upgrade the landscaping along the Highway 380 corridor to increase the appearance of the Town. The Future Land Use Plan envisions this area as retail or commercial uses.

**Commission Findings.**

At their regular meeting on March 7, 2024, the Planning and Zoning Commission held a public hearing and discussed potential alternatives for the Right-of-way screening. There were no speakers for public comment. The Commission unanimously (6-0) approved the request with the following condition:

1. Prior to obtaining permits for site improvements and vacuum installation, property owner must provide executed agreements from all impacted easement owners on the subject property for the allowance to plant and properly maintain the landscaping improvements as shown in the attached exhibits.

**BUDGET IMPACT:**

This item has no budget impact.

**RECOMMENDED ACTION:**

Planning and Zoning Commission recommends approval with the following condition:

1. Prior to obtaining permits for site improvements and vacuum installation, property owner must provide executed agreements from all impacted easement owners on the subject property for the allowance to plant and properly maintain the landscaping improvements as shown in the attached exhibits.

---

**Attachments**

Location Map

Ordinance No. 1754 - Washguys Carwash SUP





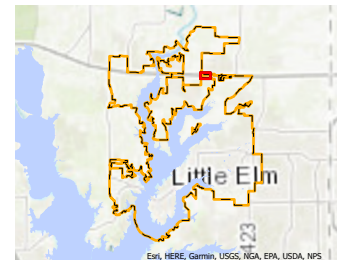
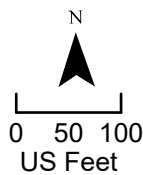
Source: Town of Little Elm, NearMap, Denton County Appraisal District

- SUP Boundary
- 200 Foot Subject Area Buffer
- Parcels
- Town Limits
- Town ETJ

**Washguys Car Wash (SUP-22-04008)**  
**Aubrey, TX 76227**

**Town of Little Elm**  
**Denton County, Tx**

Date: 1/31/2024



This product is to be used for graphical representation only. The accuracy is not to be taken/used as data produced for engineering purposes or by a Registered Professional Land Surveyor for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. Town of Little Elm and its members assume no responsibility for the accuracy of said data.





**TOWN OF LITTLE ELM**

**ORDINANCE NO. 1754**

**AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO GRANT A NEW SPECIFIC USE PERMIT FOR AN EXISTING AUTOMATIC CAR WASH WITH VACUUMS, ON 1.78 ACRES OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF WEST UNIVERSITY DRIVE, APPROXIMATELY 500 FEET WEST OF MAGNOLIA BOULEVARD; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

**WHEREAS**, Chapter 106 (Zoning) of the Little Elm Code of Ordinances, requires a Specific Use Permit be granted by Town Council in order to legally operate and occupy the subject property with an automatic carwash while it is zoned Light Commercial (LC); and

**WHEREAS**, a request for a Specific Use Permit for an automatic carwash with vacuums has been submitted by Washguys 13 LLC, on property located approximately 500 feet west of the intersection of Magnolia Blvd. and U.S. Highway 380; and

**WHEREAS**, Section 106.02.17 of the Little Elm Code of Ordinances provides that Town Council may impose such additional development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, odor, gas, explosion, glare, offensive view, or other undesirable or hazardous conditions; and

**WHEREAS**, Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested planned development amendment described herein; and

**WHEREAS**, at its regular meeting held on March 7, 2024 the Planning & Zoning Commission considered and made recommendations on a request grant a Specific Use Permit for an automatic carwash with vacuums (Case No. SUP-22-04008); and



**WHEREAS**, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request would be in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

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

**SECTION 2. AMENDMENT.** That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, as amended, is hereby amended by the following:

- A. Granting a Specific Use Permit authorizing an automatic carwash with vacuums on approximately 1.78 acres of land, generally located on the south side of West University Drive, approximately 500 feet west of Magnolia Boulevard, subject to the following conditions:
1. Prior to the issuance of a Certificate of Occupancy, said Property shall be improved in accordance with the site plan, landscape plan, and façade plans, which are attached hereto as Exhibit A and made a part hereof for all purposes.
  2. The Specific Use Permit granted herein specifically for an automated carwash with vacuums as designated on the approved site plan, limited to a 5,980 square foot automated carwash facility with a three-lane approach, eight drive-thru vacuum stands, and 15 drive-up vacuum stations.
  3. Prior to obtaining permits for site improvements and new vacuum station installation, property owner must provide executed agreements from all impacted easement owners on the subject property for the allowance to plant and properly maintain the landscaping improvements as shown in the attached exhibits.

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

**SECTION 4. PENALTY.** Any person, firm, or corporation violating any of the provision of

this Ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

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

**SECTION 6. REPEALER.** That all ordinances of the Town of Little Elm in conflict with the provisions of this Ordinance are hereby repealed to the extent of that conflict.

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

**PASSED AND APPROVED** by the Town Council of the Town of Little Elm, Texas on the 2<sup>nd</sup> day of April, 2024.

**The Town of Little Elm, Texas**

---

Curtis J. Cornelious, Mayor

ATTEST:

---

Caitlan Biggs, Town Secretary

ATTACHMENT – EXHIBIT A



# PARKING SPACES

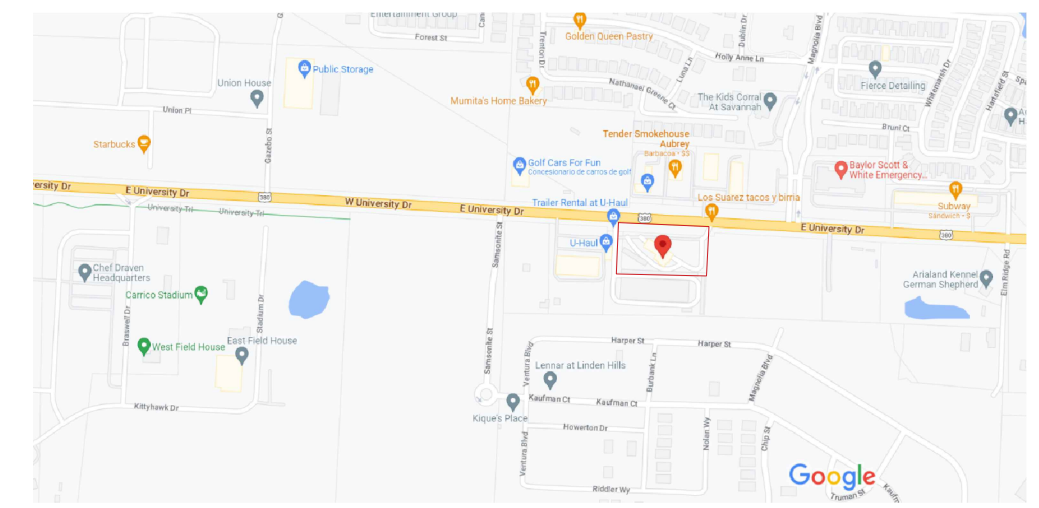
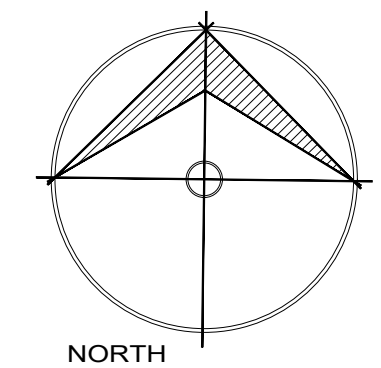
*P.S. = Parking Spaces*  
 15 = Regular Parking Spaces  
 1 = Handicap Parking Spaces  
 16 = Total Parking Spaces

## AREA CALCULATION TABLE

|                                |                |
|--------------------------------|----------------|
| 1 STORY BRICK & STONE BUILDING | 5,980 SQ.FT.   |
| 1 STORY BRICK BUILDING         | 273 SQ.FT.     |
| CONCRETE FLATWORK AREA         | 42,400 SQ. FT. |
| TOTAL COVERED AREA             | 48,653 SQ.FT.  |
| LANDSCAPE AREA                 | 31,294 SQ.FT.  |
| AWNING AREA                    | 4,896 SQ. FT.  |
| TOTAL LOT AREA                 | 79,947 SQ.FT.  |
| LOT COVERAGE PERCENTAGE        | 60%            |
| TOTAL ACRES AREA               | 1.84           |

### LEGEND

|                         |                                   |          |
|-------------------------|-----------------------------------|----------|
| CM CONTROLLING MONUMENT | CONCRETE                          | WOOD     |
| 5/8" IRON ROD FOUND     | COVERED CARPORT, PORCH, DECK, ETC |          |
| "X" FOUND IN CONCRETE   | OHT OVERHEAD TELEPHONE            |          |
| POINT FOR CORNER        | OHP OVERHEAD ELECTRIC             |          |
| FIBER OPTIC PEDESTAL    | PIPE FENCE                        |          |
| POWER POLE              | METAL FENCE                       |          |
| A/C AIR CONDITIONING    | WOOD FENCE                        |          |
| WATER METER             | SANITARY SEWER MANHOLE            |          |
| TELE. MANHOLE           | STORM DRAIN MANHOLE               |          |
| TELE. VAULT             | HANDICAP PARKING                  |          |
| VACUUM                  | ELECTRIC BOX                      | CLEANOUT |
| L.P. LIGHT POLE         | TELEPHONE PEDESTAL                |          |
| UNDERGROUND ELECTRIC    | CABLE PEDESTAL                    |          |
| FH FIRE HYDRANT         | ASPHALT PAVING                    |          |
| GAS METER               | GRAVEL/ROCK                       |          |
| WATER VALVE             | ROAD OR DRIVE                     |          |
| BOLLARD                 |                                   |          |
| SIGN                    |                                   |          |



VICINITY MAP FOR REFERENCE ONLY

PROJECT: **COMMERCIAL FLATWORK ADDITION**  
 OWNER: **JOHN PAPPAS**  
 LOCATION: **26780 US-380 HWY. LITTLE ELM, TEXAS 75068**



Gamma Group, Design & Construction LLC  
 3309 ELM ST. #250, Dallas Texas, 75226  
 www.gammagroup-usa.com  
 gamma\_group@hotmail.com  
 (469)583-7174, (469)463-276, (214)272-8186

THESE DOCUMENTS ARE INSTRUMENTS OF THE DESIGNER'S SERVICE FOR USE SOLELY ON THE SPECIFIC PROJECT INDICATED HEREIN. ANY UNAUTHORIZED COPYING OR USE, INCLUDING WITHOUT LIMITATIONS, COPYING FOR USE ON ANY PROJECT OTHER THAN THE ONE INDICATED HEREIN IS STRICTLY PROHIBITED. THE DESIGNER IS THE AUTHOR AND OWNER OF THESE DOCUMENTS. THE DESIGNER'S IDEAS AND EXPRESSIONS THEREOF SHOWN IN THE DOCUMENTS.

THE DESIGNER RETAINS ALL COMMON LAW, STATUTORY, AND OTHER RESERVED RIGHTS IN THEIR INCLUDING COPYRIGHTS. ANY VIOLATION OF THE DESIGNER'S RIGHTS, INCLUDING, WITHOUT LIMITATIONS, THOSE OF CONFIDENTIALITY AND OF THE COPYRIGHT LAW IS SUBJECT TO LEGAL ACTION.

#### ENGINEERING GENERAL NOTES

GAMMA GROUP, WE ARE NOT AN ENGINEERING FIRM. WE DO NOT QUALIFY TO BE ONE. NOT ARE WE LICENSED TO DESIGN STRUCTURAL, FRAMING, WINDBRACING OR FOUNDATIONS. A LICENSED PROFESSIONAL ENGINEER SHOULD BE CONTRACTED AND CONSULTED IMMEDIATELY REGARDING FRAMING, WINDBRACING, AND THE FOUNDATION DESIGN. SHOULD AN ENGINEER'S SEAL BE PRESENT ON THESE DRAWINGS, THE ENGINEER OF RECORD SHALL BEAR ALL RESPONSIBILITY FOR THE STRUCTURE, WINDBRACING AND FOUNDATION DESIGN FOR THIS PROJECT.

THE DESIGNER IS NOT TO BE HELD RESPONSIBLE FOR THE STRUCTURAL DESIGN IN ANY WAY, MATTER, OR FORM IF ANY PROBLEMS MAY ARISE.

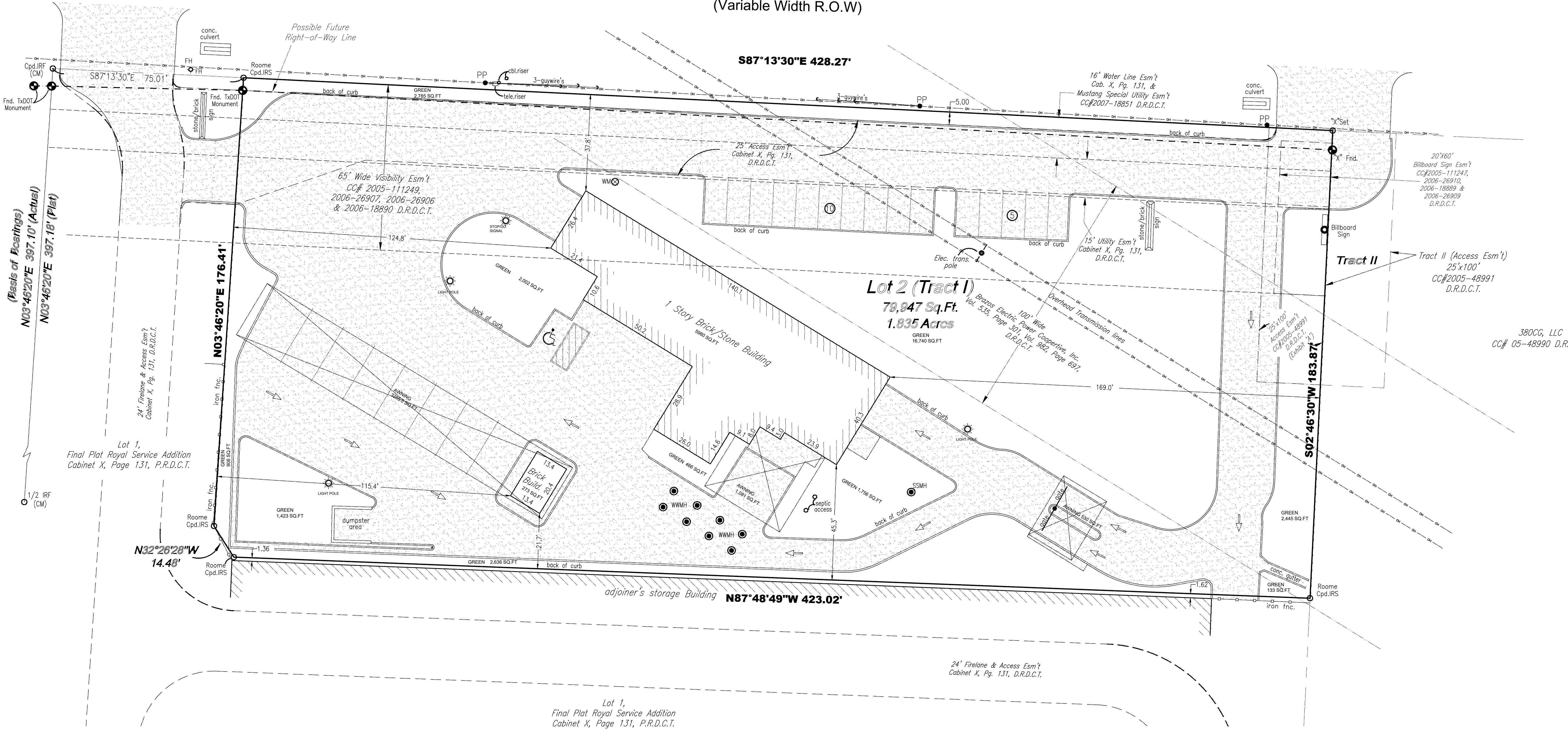
#### CONTRACTOR NOTES

GENERAL CONTRACTOR SHALL HAVE THE FOUNDATION PLAN DESIGN BY A TEXAS REGISTERED ENGINEER TO MEET SOIL TESTS REQUIREMENTS.

THE DESIGNER ASSUMES NO LIABILITY FOR ANY STRUCTURE CONTRACTED FROM THIS PLAN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR OF THIS PLAN TO REFER TO THE FOLLOWING BEFORE ACTUAL CONSTRUCTION COMMENCES:

1. BUILDER OR CONTRACTOR MUST VERIFY ALL DIMENSIONS PRIOR TO PROCEEDING WITH CONSTRUCTION.
2. BUILDER OR CONTRACTOR MUST VERIFY COMPLIANCE WITH ALL LOCAL BUILDING CODES IN THE AREA WHERE THE STRUCTURE IS TO BE BUILT.
3. PLANS INDICATE LOCATIONS ONLY. ENGINEERING ASPECTS SHOULD BE INCORPORATED TO ACTUAL SITE CONDITIONS.

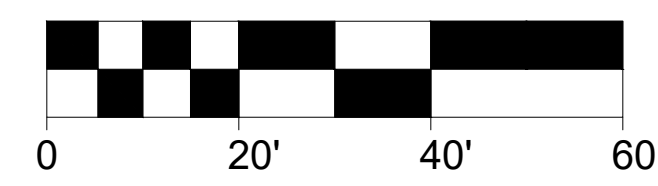
## U.S. Highway 380 (University Drive) (Variable Width R.O.W)



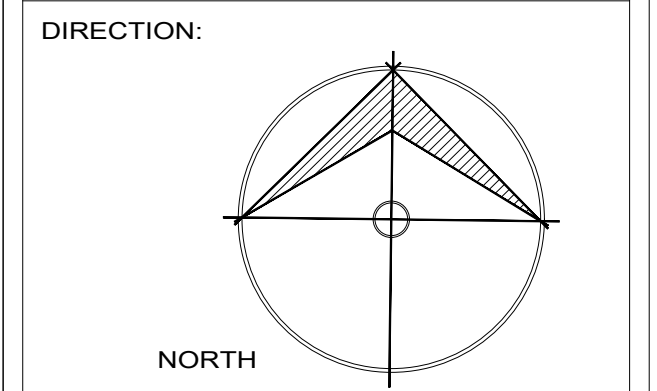
## SITE PLAN (E)

SCALE: 1"= 20'

GRAPHIC SCALE: 1 INCH = 20 FEET



**TITLE SITE PLAN**  
**ROYAL SERVICE ADDITION**  
**LOT 2 (TRACT I)**  
**JOSE GONZALES SURVEY, ABSTRACT No. 447**  
**26780 U.S. HIGHWAY 380 TOWN OF LITTLE ELM,**  
**DENTON COUNTY, TEXAS**  
**SEPTEMBER 29, 2017**



DIRECTION:

REVISION:

EXPIRATION DATE:

PLAN: **SITE PLAN EXISTING**

DATE: **05/24/2022**

DRAWN BY: **F.G.M.**

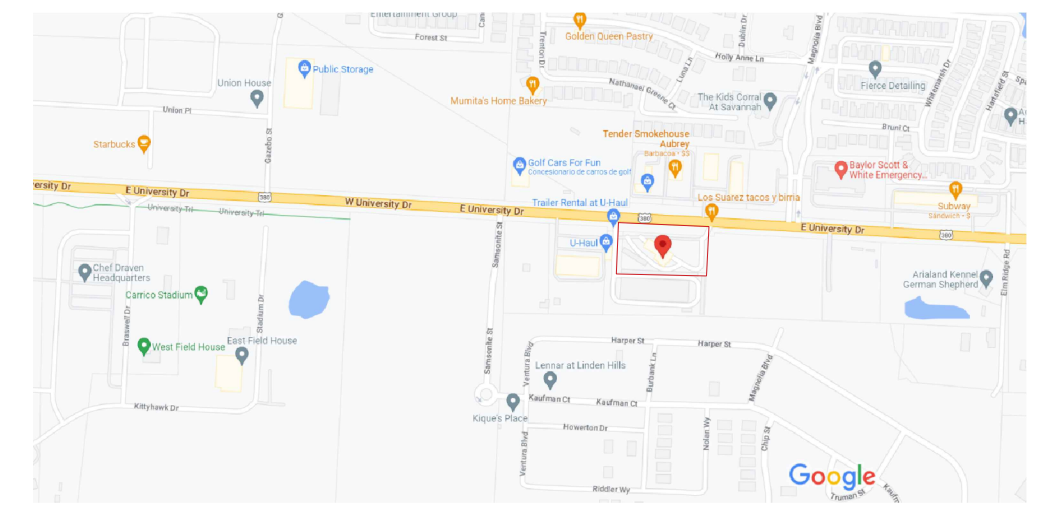
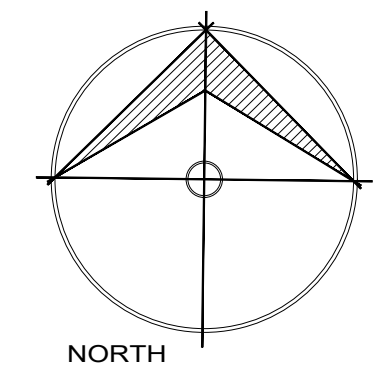
**A1**  
 SHEET 01 OF 08



# PARKING SPACES

P.S. = Parking Spaces  
 15 = Regular Parking Spaces  
 1 = Handicap Parking Spaces  
 16 = Total Parking Spaces

| AREA CALCULATION TABLE         |               |
|--------------------------------|---------------|
| 1 STORY BRICK & STONE BUILDING | 5,980 SQ.FT.  |
| 1 STORY BRICK BUILDING         | 273 SQ.FT.    |
| CONCRETE FLATWORK AREA         | 42,400 SQ.FT. |
| CONCRETE FLATWORK ADDITION     | 2,539 SQ. FT. |
| TOTAL COVERED AREA             | 51,192 SQ.FT. |
| LANDSCAPE AREA                 | 28,755 SQ.FT. |
| AWNING AREA                    | 4,896 SQ. FT. |
| TOTAL LOT AREA                 | 79,947 SQ.FT. |
| LOT COVERAGE PERCENTAGE        | 64%           |
| TOTAL ACRES AREA               | 1.84          |



VICINITY MAP FOR REFERENCE ONLY

PROJECT:  
**COMMERCIAL  
 FLATWORK ADDITION**

OWNER: **JOHN PAPPAS**

LOCATION:  
 26780 US-380 HWY.  
 LITTLE ELM, TEXAS 75068



Gamma Group, Design & Construction LLC  
 3309 ELM ST. #250, Dallas Texas, 75226  
 www.gammagroup-usa.com  
 gamma.gd@gamma.com  
 (469)583-7174, (469)463-276, (214)272-8186

THESE DOCUMENTS ARE INSTRUMENTS OF THE DESIGNER'S SERVICE FOR USE SOLELY ON THE SPECIFIC PROJECT INDICATED HEREIN. ANY UNAUTHORIZED COPYING OR USE, INCLUDING WITHOUT LIMITATIONS, COPYING FOR USE ON ANY PROJECT OTHER THAN THE ONE INDICATED HEREIN IS STRICTLY PROHIBITED. THE DESIGNER IS THE AUTHOR AND OWNER OF THESE DOCUMENTS. THE DESIGNER'S IDEAS AND EXPRESSIONS THERE OF SHOWN IN THE DOCUMENTS.

THE DESIGNER RETAINS ALL COMMON LAW, STATUTORY, AND OTHER RESERVED RIGHTS IN THEM INCLUDING COPYRIGHTS. ANY VIOLATION OF THE DESIGNER'S RIGHTS, INCLUDING, WITHOUT LIMITATIONS, THOSE OF CONFIDENTIALITY AND OF THE COPYRIGHT LAWS IS SUBJECT TO LEGAL ACTION.

**ENGINEERING GENERAL NOTES**

GAMMA GROUP, WE ARE NOT AN ENGINEERING FIRM. WE DO NOT QUALIFY TO BE ONE. NOT ARE WE LICENSED TO DESIGN STRUCTURAL, FRAMING, WINDING OR FOUNDATIONS. A LICENSED PROFESSIONAL ENGINEER SHOULD BE CONTRACTED AND CONSULTED IMMEDIATELY REGARDING FRAMING, WINDING, AND THE FOUNDATION DESIGN. SHOULD AN ENGINEER'S SEAL BE PRESENT ON THESE DRAWINGS, THE ENGINEER OF RECORD SHALL BEAR ALL RESPONSIBILITY FOR THE STRUCTURE, WINDBRACINGS AND FOUNDATION DESIGN FOR THIS PROJECT.

THE DESIGNER IS NOT TO BE HELD RESPONSIBLE FOR THE STRUCTURAL DESIGN IN ANY WAY, MATTER, OR FORM IF ANY PROBLEMS MAY ARISE.

**CONTRACTOR NOTES**

GENERAL CONTRACTOR SHALL HAVE THE FOUNDATION PLAN DESIGN BY A TEXAS REGISTERED ENGINEER TO MEET SOIL TESTS REQUIREMENTS.

THE DESIGNER ASSUMES NO LIABILITY FOR ANY STRUCTURE CONTRACTED BY FROM THIS PLAN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE ACCURACY OF THE FOLLOWING BEFORE ACTUAL CONSTRUCTION COMMENCES:

1. BUILDER OR CONTRACTOR MUST VERIFY ALL DIMENSIONS PRIOR TO PROCEEDING WITH CONSTRUCTION.
2. BUILDER OR CONTRACTOR MUST VERIFY COMPLIANCE WITH ALL LOCAL BUILDING CODES FOR THE AREA WHERE THE STRUCTURE IS TO BE BUILT.
3. PLANS INDICATE LOCATIONS ONLY. ENGINEERING ASPECTS SHOULD BE INCORPORATED TO ACTUAL SITE CONDITIONS.

**LEGEND**

|      |                      |                        |
|------|----------------------|------------------------|
| CM   | CONTROLLING MONUMENT | CONCRETE               |
| 5/8" | IRON ROD FOUND       | BUILDING               |
| X    | FOUND IN CONCRETE    | CONCRETE SLAB ADDITION |
| ○    | POINT FOR CORNER     | COVERED CARPORT        |
| ○    | FIBER OPTIC PEDESTAL | GHP OVERHEAD ELECTRIC  |
| ○    | POWER POLE           | PIPE FENCE             |
| A/C  | AIR CONDITIONING     | METAL FENCE            |
| ⊙    | WATER METER          | WOOD FENCE             |
| ⊙    | TELE. MANHOLE        | SANITARY SEWER MANHOLE |
| ⊙    | TELE. VAULT          | STORM DRAIN MANHOLE    |
| ⊙    | VACUUM               | HANDICAP PARKING       |
| ⊙    | LP                   | ELECTRIC BOX           |
| ⊙    | UNDERGROUND ELECTRIC | CLEANOUT               |
| ⊙    | FIRE HYDRANT         | TELEPHONE PEDESTAL     |
| ⊙    | GAS METER            | CABLE PEDESTAL         |
| ⊙    | WATER VALVE          | ASPHALT PAVING/ GRAVEL |

**DIRECTION:**

**REVISION:**

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |

**EXPIRATION DATE:**

**PLAN:**

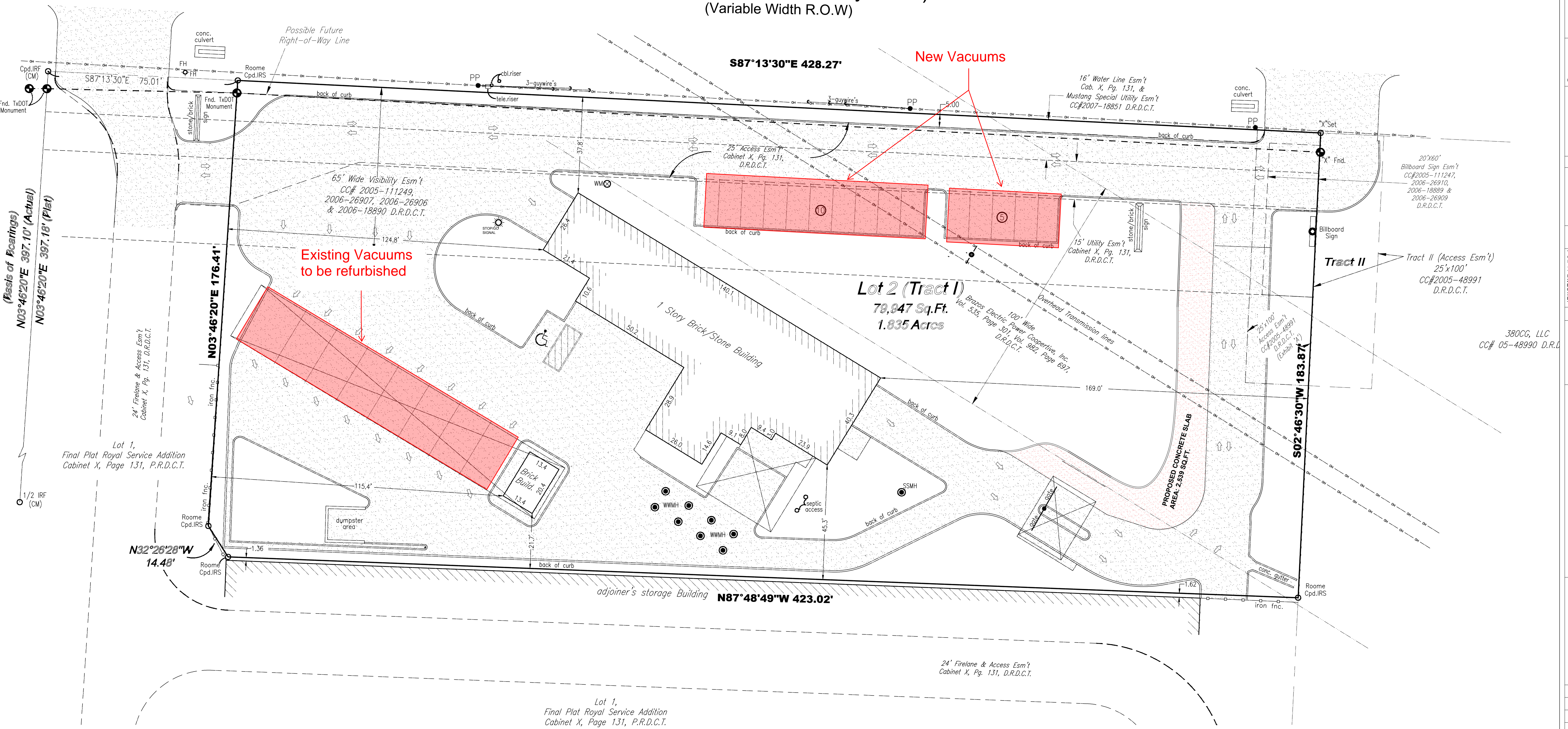
**SITE PLAN PROPOSAL**

**DATE:**  
 06/30/2023

**DRAWN BY:**  
 F.G.M.

**A1.1**  
 SHEET 02 OF 08

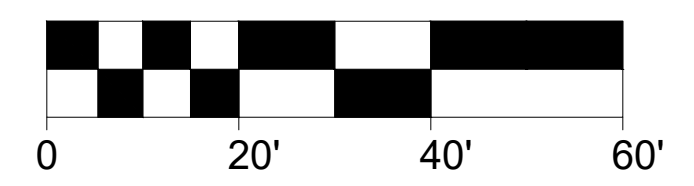
# U.S. Highway 380 (University Drive) (Variable Width R.O.W)



# SITE PLAN (P)

SCALE: 1"= 20'

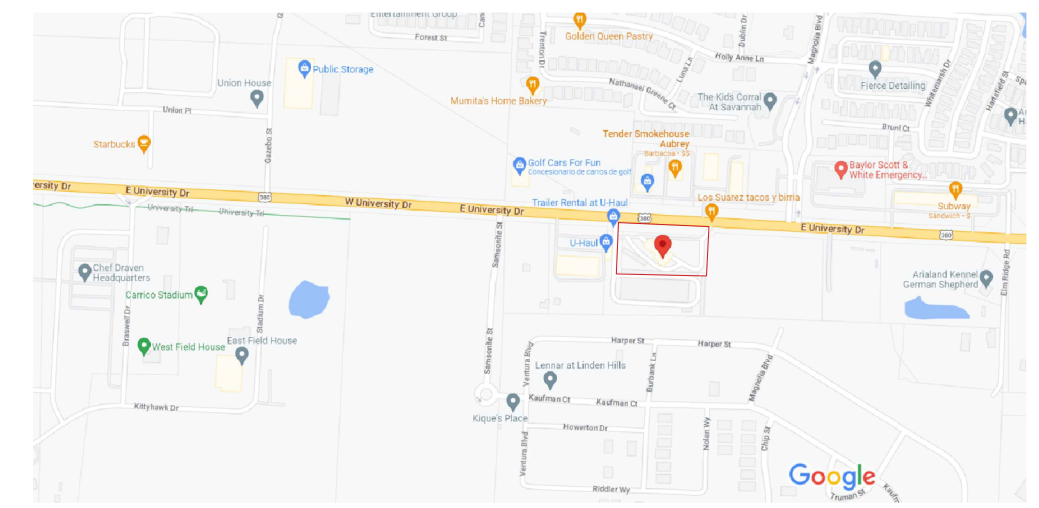
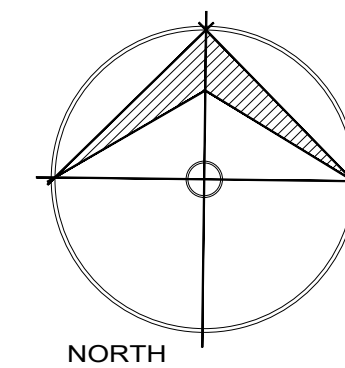
GRAPHIC SCALE: 1 INCH = 20 FEET





### AREA CALCULATION TABLE

|                                |               |
|--------------------------------|---------------|
| 1 STORY BRICK & STONE BUILDING | 5,980 SQ.FT.  |
| 1 STORY BRICK BUILDING         | 273 SQ.FT.    |
| CONCRETE FLATWORK AREA         | 42,400 SQ.FT. |
| CONCRETE FLATWORK ADDITION     | 2,539 SQ. FT. |
| TOTAL COVERED AREA             | 51,192 SQ.FT. |
| LANDSCAPE AREA                 | 28,755 SQ.FT. |
| AWNING AREA                    | 4,896 SQ. FT. |
| TOTAL LOT AREA                 | 79,947 SQ.FT. |
| LOT COVERAGE PERCENTAGE        | 64%           |
| TOTAL ACRES AREA               | 1.84          |



VICINITY MAP FOR REFERENCE ONLY

PROJECT:  
**COMMERCIAL  
FLATWORK ADDITION**

OWNER: **JOHN PAPPAS**

LOCATION:  
26780 US-380 HWY.  
LITTLE ELM, TEXAS 75068



Gamma Group, Design & Construction LLC  
3309 ELM ST., #250, Dallas Texas, 75226  
www.gammagroup-usa.com  
www.fred@gamma.com  
(469)583-7174, (469)483-276, (214)272-8186

THESE DOCUMENTS ARE INSTRUMENTS OF THE DESIGNER'S SERVICE FOR USE SOLELY ON THE SPECIFIC PROJECT INDICATED HEREIN. ANY UNAUTHORIZED COPYING OR USE, INCLUDING WITHOUT LIMITATIONS, COPYING FOR USE ON ANY PROJECT OTHER THAN THE ONE INDICATED HEREIN IS STRICTLY PROHIBITED. THE DESIGNER IS THE AUTHOR AND OWNER OF THESE DOCUMENTS. THE DESIGNER'S CONCEPTS, IDEAS AND EXPRESSIONS THERE OF SHOWN IN THE DOCUMENTS.

THE DESIGNER RETAINS ALL COMMON LAW, STATUTORY, AND OTHER RESERVED RIGHTS IN THESE INCLUDING COPYRIGHTS. ANY VIOLATION OF THE DESIGNER'S RIGHTS INCLUDING, WITHOUT LIMITATIONS, THOSE OF CONFIDENTIALITY AND OF THE COPYRIGHT LAWS IS SUBJECT TO LEGAL ACTION.

**ENGINEERING GENERAL NOTES**

GAMMA GROUP, WE ARE NOT AN ENGINEERING FIRM. WE DO NOT QUALIFY TO BE ONE. NOT ARE WE LICENSED TO DESIGN STRUCTURAL, FRAMING, WINDBRACING OR FOUNDATIONS. A LICENSED PROFESSIONAL ENGINEER SHOULD BE CONTRACTED AND CONSULTED IMMEDIATELY REGARDING FRAMING, WINDBRACING, AND THE FOUNDATION DESIGN. SHOULD AN ENGINEER'S SEAL BE PRESENT ON THESE DRAWINGS, THE ENGINEER OF RECORD SHALL BEAR ALL RESPONSIBILITY FOR THE STRUCTURE, WINDBRACING AND FOUNDATION DESIGN FOR THIS PROJECT.

THE DESIGNER IS NOT TO BE HELD RESPONSIBLE FOR THE STRUCTURAL DESIGN IN ANY WAY, MATTER, OR FORM IF ANY PROBLEMS MAY ARISE.

**CONTRACTOR NOTES**

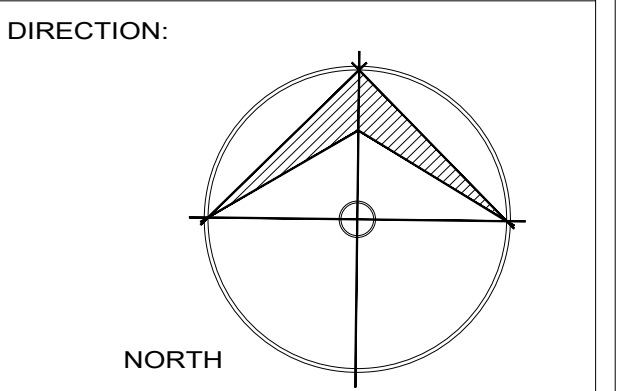
GENERAL CONTRACTOR SHALL HAVE THE FOUNDATION PLAN DESIGN BY A TEXAS REGISTERED ENGINEER TO MEET SOIL TESTS REQUIREMENTS.

THE DESIGNER ASSUMES NO LIABILITY FOR ANY STRUCTURE CONSTRUCTED FROM THIS PLAN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR OF THE PLAN, TO REFER TO THE FOLLOWING BEFORE ACTUAL CONSTRUCTION COMMENCES:

- 1- BUILDER OR CONTRACTOR MUST VERIFY ALL DIMENSIONS PRIOR TO PROCEEDING WITH CONSTRUCTION.
- 2- BUILDER OR CONTRACTOR MUST VERIFY COMPLIANCE WITH ALL LOCAL BUILDING CODES IN THE AREA WHERE THE STRUCTURE IS TO BE BUILT.
- 3- PLANS INDICATE LOCATIONS ONLY. ENGINEERING ASPECTS SHOULD BE INCORPORATED TO ACTUAL SITE CONDITIONS.

**CONTRACTOR NOTES**

THIS PLAN INCLUDES ALL DESIGN CONCEPTS, DRAWINGS, AND DETAILS CONTAINED HEREIN SHALL REMAIN THE SOLE PROPERTY OF GAMMA GROUP, AND CAN NOT BE DUPLICATED IN PART OR IN WHOLE WITHOUT THE PRIOR WRITTEN PERMISSION OF GAMMA GROUP. WORKING DRAWINGS SHALL NOT BE SCALED. BEFORE PROCEEDING WITH ANY WORK OR ORDERING OF MATERIALS, THE BUILDER AND/OR SUB-CONTRACTORS SHALL VERIFY ALL NOTES AND MEASUREMENTS. ANY DISCREPANCIES IN OR OMISSIONS FROM THE WORKING DRAWINGS SHALL BE REPORTED TO THE BUILDER AND DESIGNER.



DIRECTION:

REVISION:

EXPIRATION DATE:

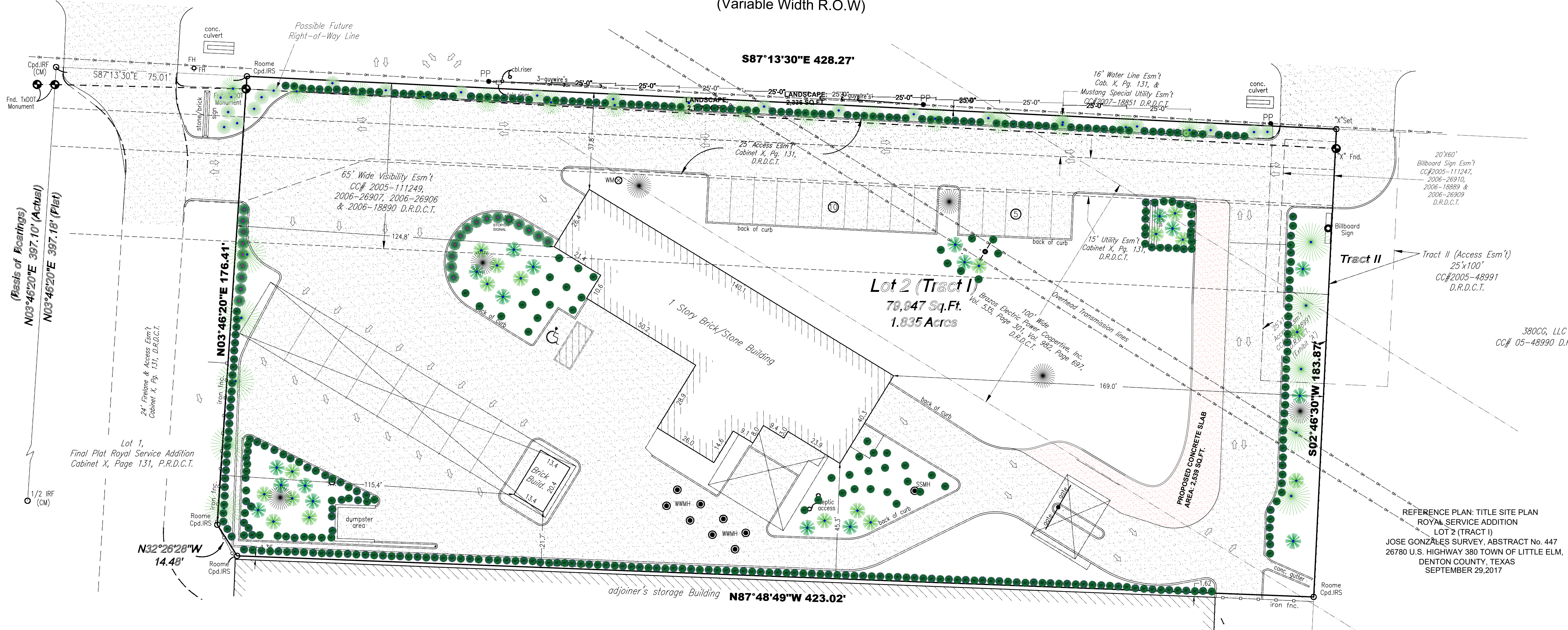
PLAN:  
**LANDSCAPE PLAN**

DATE:  
07/27/2023

DRAWN BY:  
F.G.M.

**A1.2**  
SHEET 03 OF 08

## U.S. Highway 380 (University Drive) (Variable Width R.O.W)



**List of materials provided for the installation of landscaping in the lot**

A.-Shrubs: Includes a variety of ornamental plants, shrubs that are suitable for Texas climate and conditions. This may include native plants adapted to the region.

B.-Soil and compost: To prepare the soil and improve its quality, this will help enrich the soil and provide nutrients to the plants.

C.-Stones and gravel: Decorative stones and gravel are used to create paths, paths and accent areas in the garden.

D.-Mulch: Mulch is used to cover the soil around plants and trees. It helps retain moisture, control weeds and improve the appearance of the garden.

E.-Wood or edge stone: To delineate and define areas in the garden, use wood or stone edges. These materials provide structure and an aesthetic appearance to the garden.

F.-Irrigation system: To keep plants properly hydrated, need to install an irrigation system. It can include sprinklers, drip or sprinklers according to the needs of the garden.

G.-Outdoor lighting: To highlight garden features at night and provide security.

H.-Gardening tools: tools as shovels, rakes, mowers, pruning shears, garden hoses, among others, for garden maintenance and care.

**ACCORDING TO THE LANDSCAPE ORDINANCE THE DESIGN WAS MADE BASED ON THE FOLLOWING:**

A minimum of ten percent (10%) of the gross vehicular use area shall be devoted to living landscape which includes grass, ground cover, plants, shrubs and trees. This is to be measured from the edge of the parking and/or driveway paving and sidewalks.

There shall be a minimum of one (1) Large Canopy tree planted for each four hundred (400) square feet or fraction thereof of required interior landscape area. Three (3) Small Ornamental trees, minimum six feet (6') in height and three inches (3") in diameter, may be substituted for one (1) required Large Canopy tree not to exceed twenty-five percent (25%) of the required Large Canopy trees.

Interior areas of parking lots shall contain planting islands located so as to best relieve the expanse of paving. Such islands shall contain at least one (1) Large Canopy tree, and shall be located at the terminus of all parking rows. The remainder of the island space shall be landscaped with shrubs, lawn, and living ground cover not to exceed three feet in height. Any trees located within a planting island may be counted towards the required number of interior trees. The minimum total area of such islands shall be nine feet (9') by eighteen feet (18'), but may design their radii to facilitate traffic maneuverability.

Planting islands shall not be spaced greater than every twelve (12) spaces unless approved on the landscape plan in order to preserve existing trees and natural features or due to unique site features. In all cases, the total area requirements for landscaping islands shall be satisfied.

Big Boxes may, in lieu of providing a tree every 12 spaces, choose to provide a minimum 10' wide continuous landscape island every 8 single rows of parking, with a Large Canopy tree each 30 linear feet, subject to review and approval by the Director. This does not waive the requirement for terminus islands and trees on parking rows.

In retail developments of 15,000 square feet or more, an Urban Tree shall be placed in a tree grate or tree well each thirty (30) feet on center within a minimum twelve (12) foot wide sidewalk along active storefronts and mixed use building fronts. Trees may be clustered so 13 not to block the main vestibule. Façade trees are not required in areas with an architectural arcade.

A Small Ornamental tree is required along Major Access Lanes each 25 linear feet within a development where reasonable, subject to review and approval by the Director.

An Urban Tree is required along internal pedestrian connections for each 30 linear feet.

All landscaped areas will be protected by a raised six inch (6") concrete curb or wheel stop. Wheel stops are required for all perimeter parking spaces. Pavement will not be placed closer than four feet (4') from the trunk of a tree unless approved by the Director.

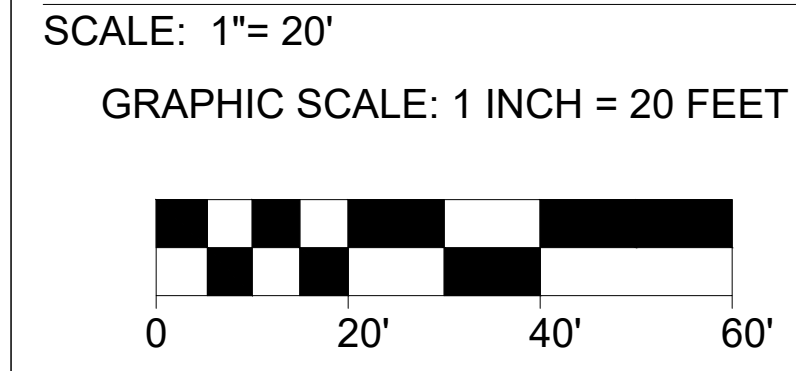
The applicant is also encouraged to plant a variety of ornamental trees, shrubs, and flowers in addition to the required plantings. Any permeable surface not occupied by trees, shrubs, planting beds, signs or other permitted fixtures shall be planted with turf or other living ground cover.

Industrial uses shall be exempt from the Interior Landscape requirements, subject to review and approval by the Director.

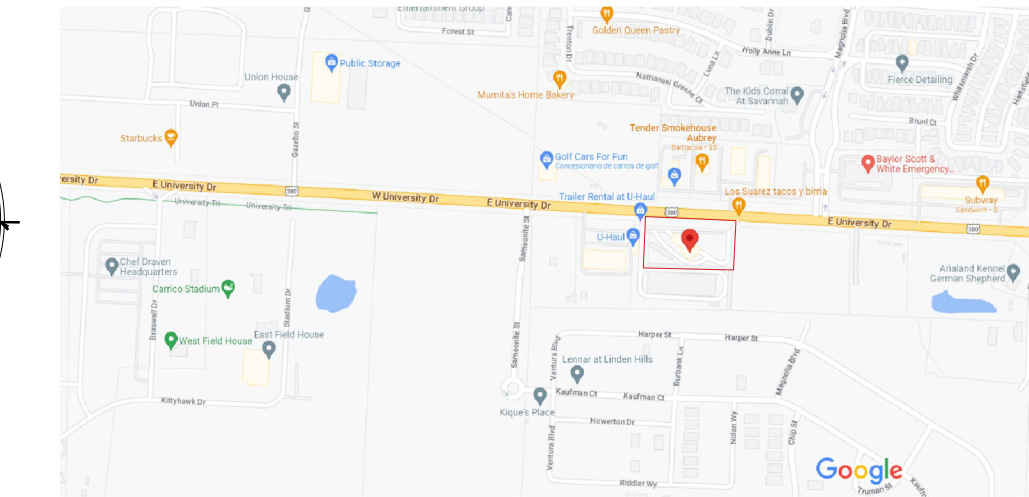
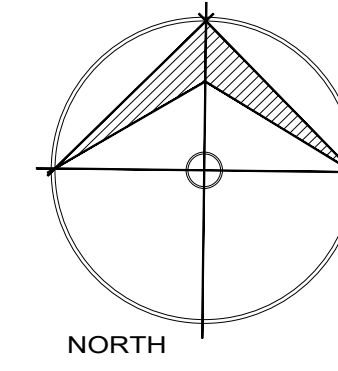
| SYMBOL | SCIENTIFIC NAME         | COMMON NAME    | TYPE                       | HEIGHT | NOTES  |
|--------|-------------------------|----------------|----------------------------|--------|--|
|        | Ulmus crassifolia       | Cedar Elm      | LARGE CANOPY TREE          | 3'     | <b>NOTE:</b> ALL THE LARGE CANOPY TREES WILL HAVE AT LEAST A 4" GAUGE AT THE TIME OF PLANTING. |
|        | Taxodium distichum      | Bald Cypress   | LARGE CANOPY TREE          | 3'     | <b>NOTE:</b> ALL THE LARGE CANOPY TREES WILL HAVE AT LEAST A 4" GAUGE AT THE TIME OF PLANTING. |
|        | Myrica cerifera         | Wax Myrtle     | SMALL ORNAMENTAL TREE      | 3'     | <b>NOTE:</b> ALL THE LARGE CANOPY TREES WILL HAVE AT LEAST A 3" GAUGE AT THE TIME OF PLANTING. |
|        | Acer truncatum          | Shantung Maple | URBAN TREE                 | 3'     | <b>NOTE:</b> ALL THE LARGE CANOPY TREES WILL HAVE AT LEAST A 4" GAUGE AT THE TIME OF PLANTING. |
|        | Leucophyllum frutescens | Texas Sage     | EVERGREEN SHRUB            | 8'     | <b>NOTE:</b> ALL THE LARGE CANOPY TREES WILL HAVE AT LEAST 36" WHEN PLANTING.                  |
|        | Buxus sempervirens      | Boxwood        | EVERGREEN SHRUB            | 5'     | <b>NOTE:</b> ALL THE LARGE CANOPY TREES WILL HAVE AT LEAST 36" WHEN PLANTING.                  |
|        | Ulmus crassifolia       | Cedar elm      | LARGE CANOPY TREE          | 50"    | <b>NOTE:</b> ALL THE LARGE CANOPY TREES WILL HAVE AT LEAST A 4" GAUGE AT THE TIME OF PLANTING. |
|        | EXISTING TREE           | EXISTING TREE  | EXISTING SMALL CANOPY TREE | ----   |  |

The percent of landscape area required is the 10% of gross vehicular use area:

## LANDSCAPE PLAN







VICINITY MAP FOR REFERENCE ONLY

PROJECT:  
**COMMERCIAL  
FLATWORK ADDITION**

OWNER: **JOHN PAPPAS**

LOCATION:  
26780 US-380 HWY.  
LITTLE ELM, TEXAS 75068



Gamma Group, Design & Construction LLC  
3309 ELM ST. #250, Dallas Texas, 75226  
www.gammagroup-usa.com  
gamma.fred@gamma.com  
(469)583-7174, (469)463-276, (214)272-8186

THESE DOCUMENTS ARE INSTRUMENTS OF THE DESIGNER'S SERVICE FOR USE SOLELY ON THE SPECIFIC PROJECT INDICATED HEREIN. ANY UNAUTHORIZED COPYING OR USE, INCLUDING WITHOUT LIMITATIONS, COPYING FOR USE ON ANY PROJECT OTHER THAN THE ONE INDICATED HEREIN IS STRICTLY PROHIBITED. THE DESIGNER IS THE AUTHOR AND OWNER OF THESE DOCUMENTS. THE DESIGNER'S IDEAS AND EXPRESSIONS THEREOF SHOWN IN THE DOCUMENTS ARE THE PROPERTY OF THE DESIGNER. THE DESIGNER RETAINS ALL COMMON LAW, STATUTORY, AND OTHER RESERVED RIGHTS IN THEIR INCLUDING COPYRIGHTS. ANY VIOLATION OF THE DESIGNER'S RIGHTS, INCLUDING, WITHOUT LIMITATIONS, THOSE OF CONFIDENTIALITY AND OF THE COPYRIGHT LAWS IS SUBJECT TO LEGAL ACTION.

**ENGINEERING GENERAL NOTES**

GAMMA GROUP: WE ARE NOT AN ENGINEERING FIRM. WE DO NOT QUALIFY TO BE ONE. NOT ARE WE LICENSED TO DESIGN STRUCTURAL, FRAMING, WINDBRACING OR FOUNDATIONS. A LICENSED PROFESSIONAL ENGINEER SHOULD BE CONTRACTED AND CONSULTED IMMEDIATELY REGARDING FRAMING, WINDBRACING, AND THE FOUNDATION DESIGN. SHOULD AN ENGINEER'S SEAL BE PRESENT ON THESE DRAWINGS, THE ENGINEER OF RECORD SHALL BEAR ALL RESPONSIBILITY FOR THE STRUCTURE, WINDBRACING AND FOUNDATION DESIGN FOR THIS PROJECT. THE DESIGNER IS NOT TO BE HELD RESPONSIBLE FOR THE STRUCTURAL DESIGN IN ANY WAY, MATTER, OR FORM IF ANY PROBLEMS MAY ARISE.

NOTE:  
GENERAL CONTRACTOR SHALL HAVE THE FOUNDATION PLAN DESIGN BY A TEXAS REGISTERED ENGINEER TO MEET SOIL TESTS REQUIREMENTS.

THE DESIGNER ASSUMES NO LIABILITY FOR ANY STRUCTURE CONSTRUCTED FROM THIS PLAN. IT IS THE RESPONSIBILITY OF THE PURCHASER OF THIS PLAN TO DETERMINE THE FOLLOWING BEFORE ACTUAL CONSTRUCTION COMMENCES:

- 1- BUILDER OR CONTRACTOR MUST VERIFY ALL DIMENSIONS PRIOR TO PROCEEDING WITH CONSTRUCTION.
- 2- BUILDER OR CONTRACTOR MUST VERIFY COMPLIANCE WITH ALL LOCAL BUILDING CODES AND REGULATIONS WHERE THE STRUCTURE IS TO BE CONSTRUCTED.
- 3- PLANS INDICATE LOCATIONS ONLY. ENGINEERING ASPECTS SHOULD BE INCORPORATED TO ACTUAL SITE CONDITIONS.

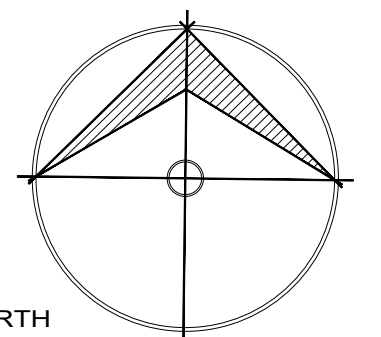
**CONTRACTOR NOTES**

THIS PLAN INCLUDING ALL DESIGN CONCEPTS, DRAWINGS, AND DETAILS CONTAINED HEREIN SHALL REMAIN THE SOLE PROPERTY OF GAMMA GROUP, AND CAN NOT BE DUPLICATED IN PART OR IN WHOLE WITHOUT THE PRIOR WRITTEN PERMISSION OF GAMMA GROUP. WORKING DRAWINGS SHALL NOT BE SCALED. BEFORE PROCEEDING WITH ANY WORK OR ORDERING OF MATERIALS, THE BUILDER AND/OR SUB-CONTRACTORS SHALL VERIFY ALL NOTES AND MEASUREMENTS. ANY DISCREPANCIES IN OR OMISSIONS FROM THE WORKING DRAWINGS SHALL BE REPORTED TO THE BUILDER AND DESIGNER.

**SYMBOLOLOGY**

| MATERIALS |                                       |
|-----------|---------------------------------------|
| SYMBOL    | SPECIFICATION                         |
| ①         | SIDING PANEL IN RED                   |
| ②         | SIDING PANEL IN BLUE                  |
| ③         | RUSTIC CONCRETE BLOCK BIRCH COLOR     |
| ④         | RUSTIC CONCRETE BLOCK CHOCOLATE COLOR |
| ⑤         | STEEL                                 |
| ⑥         | GLASS                                 |

DIRECTION:



REVISION:

EXPIRATION DATE:

PLAN:

**ELEVATIONS PLAN**

DATE:

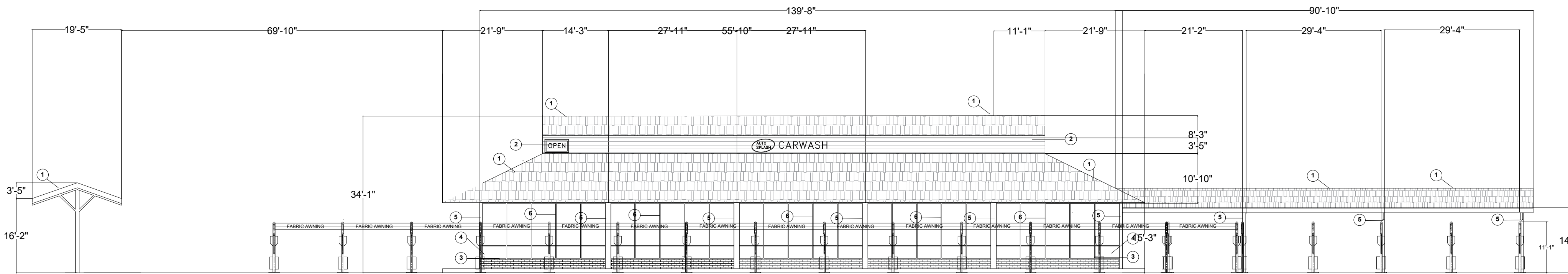
07/27/2023

DRAWN BY:

F.G.M.

**E1**

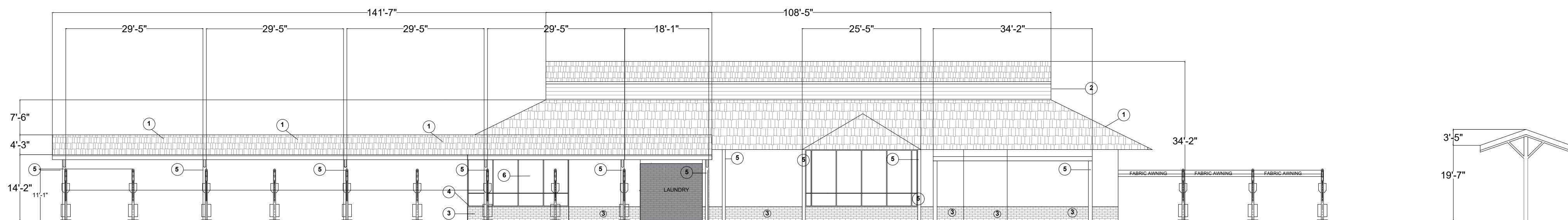
SHEET 04 OF 08



| TYPE MARK | MATERIAL  | MANUFACTURER             | NORTH ELEVATION SQ. FT. | MATERIAL PERCENTAGE |
|-----------|---|--------------------------|-------------------------|---------------------|
| ①         | U.S. 304 Stainless Steel 24 Gauge Building Panel - Red                | EMBA/USA                 | 2,622 SQ. FT.           | 53.30%              |
| ②         | U.S. 304 Stainless Steel 24 Gauge Building Panel - Blue               | EMBA/USA                 | 436 SQ. FT.             | 8.86%               |
| ③         | Rustic Concrete Block Birch color                                     | BOHANNON RUSTIC/CONCRETE | 231.5 SQ. FT.           | 4.72%               |
| ④         | Rustic Concrete Block Chocolate color                                 | BOHANNON RUSTIC/CONCRETE | 44 SQ. FT.              | .89%                |
| ⑤         | Steel C Channel 84 galvalume painted                                  | CR-STEEL                 | 146.73 SQ. FT.          | 2.98%               |
| ⑥         | Aluminum Frame, double glazed with 3mm clear glass and argon gas fill | WINDOR USA               | 1,430 SQ. FT.           | 29.25%              |
|           |   | TOTAL AREA               | 4,919.23 SQ. FT.        | 100%                |

**NORTH ELEVATION (FRONT)**

SCALE: 1/16" = 1'-0"



| TYPE MARK | MATERIAL  | MANUFACTURER             | NORTH ELEVATION SQ. FT. | MATERIAL PERCENTAGE |
|-----------|---|--------------------------|-------------------------|---------------------|
| ①         | U.S. 304 Stainless Steel 24 Gauge Building Panel - Red                | EMBA/USA                 | 2,360 SQ. FT.           | 55.84%              |
| ②         | U.S. 304 Stainless Steel 24 Gauge Building Panel - Blue               | EMBA/USA                 | 436 SQ. FT.             | 8.14%               |
| ③         | Rustic Concrete Block Birch color                                     | BOHANNON RUSTIC/CONCRETE | 1,432.63 SQ. FT.        | 28.70%              |
| ④         | Rustic Concrete Block Chocolate color                                 | BOHANNON RUSTIC/CONCRETE | 53.7 SQ. FT.            | .83%                |
| ⑤         | Steel C Channel 84 galvalume painted                                  | CR-STEEL                 | 109 SQ. FT.             | 2.04%               |
| ⑥         | Aluminum Frame, double glazed with 3mm clear glass and argon gas fill | WINDOR USA               | 353.2 SQ. FT.           | 6.5%                |
|           |   | TOTAL AREA               | 5,354.93 SQ. FT.        | 100%                |

**SOUTH ELEVATION**

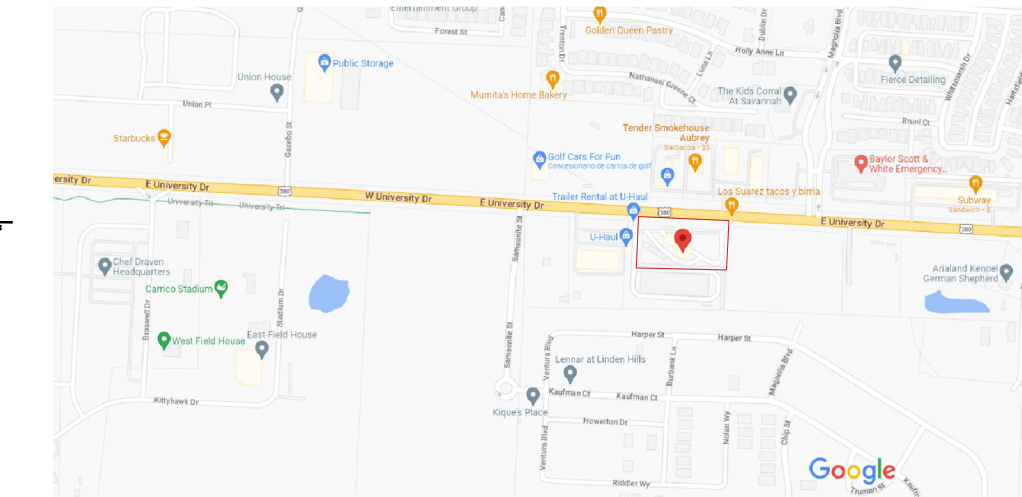
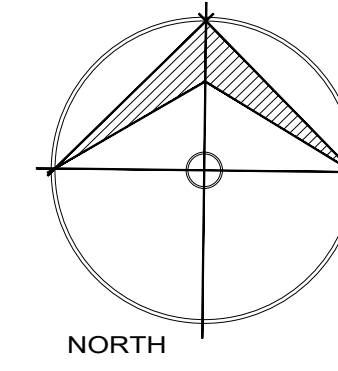
SCALE: 1/16" = 1'-0"

JOB PROPOSAL: CONCRETE FLATWORK  
ROYAL SERVICE ADDITION LOT 2 TRACT 1 AN ADDITION TO THE TOWN OF LITTLE ELM ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET X, PG. 131 OF THE MAP OR PLAT RECORDS OF DENTON COUNTY, TEXAS.  
TITLE SURVEY  
1.835 ACRES/79,947 SQ. FT.  
JOSE GONZALEZ SURVEY, ABSTRACT NO. 447  
26780 US. HIGHWAY 380  
TOWN LITTLE ELM, DENTON COUNTY, TEXAS  
SEPTEMBER 29, 2017

- Notes:
- This Façade Plan is for conceptual purposes only. All Building plans require review and approval by Development Services.
  - All mechanical units shall be screened from public view as required by the
  - All signage areas and locations are subject to approval of Development Services Director
  - When permitted, exposed utility boxes and conduits shall be painted to match the building
  - Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official

**ELEVATIONS**

SCALE: 1/8" = 1'-0"



VICINITY MAP FOR REFERENCE ONLY

PROJECT:  
**COMMERCIAL  
FLATWORK ADDITION**

OWNER: **JOHN PAPPAS**

LOCATION:  
26780 US-380 HWY.  
LITTLE ELM, TEXAS 75068



Gamma Group, Design & Construction LLC  
3309 ELM ST. #250, Dallas Texas, 75226  
www.gammagroup-usa.com  
gamma.fred@icloud.com  
(469)583-7174, (469)463-276, (214)272-8186

THESE DOCUMENTS ARE INSTRUMENTS OF THE DESIGNER'S SERVICE FOR USE SOLELY ON THE SPECIFIC PROJECT INDICATED HEREIN. ANY UNAUTHORIZED COPYING OR USE, INCLUDING WITHOUT LIMITATIONS, COPYING FOR USE ON ANY PROJECT OTHER THAN THE ONE INDICATED HEREIN IS STRICTLY PROHIBITED. THE DESIGNER IS THE AUTHOR AND OWNER OF THESE DOCUMENTS. THE DESIGNER'S IDEAS AND EXPRESSIONS THEREOF SHOWN IN THE DOCUMENTS ARE THE DESIGNER'S OWN. THE DESIGNER RETAINS ALL COMMON LAW, STATUTORY, AND OTHER RESERVED RIGHTS IN THEM, INCLUDING COPYRIGHTS. ANY VIOLATION OF THE DESIGNER'S RIGHTS, INCLUDING, WITHOUT LIMITATIONS, THOSE OF CONFIDENTIALITY AND OF THE COPYRIGHT LAW IS SUBJECT TO LEGAL ACTION.

**ENGINEERING GENERAL NOTES**

GAMMA GROUP, WE ARE NOT AN ENGINEERING FIRM. WE DO NOT QUALIFY TO BE ONE. NOT ARE WE LICENSED TO DESIGN STRUCTURAL FRAMING, WINDBRACING OR FOUNDATIONS. A LICENSED PROFESSIONAL ENGINEER SHOULD BE CONTRACTED AND CONSULTED IMMEDIATELY REGARDING FRAMING, WINDBRACING, AND THE FOUNDATION DESIGN. SHOULD AN ENGINEER'S SEAL BE PRESENT ON THESE DRAWINGS, THE ENGINEER OF RECORD SHALL BEAR ALL RESPONSIBILITY FOR THE STRUCTURE, WINDBRACING AND FOUNDATION DESIGN FOR THIS PROJECT. THE DESIGNER IS NOT TO BE HELD RESPONSIBLE FOR THE STRUCTURAL DESIGN IN ANY WAY, MATTER, OR FORM IF ANY PROBLEMS MAY ARISE.

NOTE:  
GENERAL CONTRACTOR SHALL HAVE THE FOUNDATION PLAN DESIGN BY A TEXAS REGISTERED ENGINEER TO MEET SOIL TESTS REQUIREMENTS.  
THE DESIGNER ASSUMES NO LIABILITY FOR ANY STRUCTURE CONSTRUCTED FROM THIS PLAN. IT IS THE RESPONSIBILITY OF THE PURCHASER OF THIS PLAN, TO PERFORM THE FOLLOWING BEFORE ACTUAL CONSTRUCTION COMMENCES:  
1. BUILDER OR CONTRACTOR MUST VERIFY ALL DIMENSIONS PRIOR TO PROCEEDING WITH CONSTRUCTION.  
2. BUILDER OR CONTRACTOR MUST VERIFY COMPLIANCE WITH ALL LOCAL BUILDING CODES AND REGULATIONS WHERE THE STRUCTURE IS TO BE CONSTRUCTED.  
3. PLANS INDICATE LOCATIONS ONLY. ENGINEERING ASPECTS SHOULD BE INCORPORATED TO ACTUAL SITE CONDITIONS.

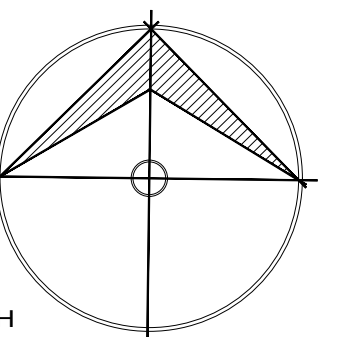
**CONTRACTOR NOTES**

THIS PLAN INCLUDING ALL DESIGN CONCEPTS, DRAWINGS, AND DETAILS CONTAINED HEREIN SHALL REMAIN THE SOLE PROPERTY OF GAMMA GROUP, AND CAN NOT BE DUPLICATED IN PART OR IN WHOLE WITHOUT THE PRIOR WRITTEN PERMISSION OF GAMMA GROUP. WORKING DRAWINGS SHALL NOT BE SCALED. BEFORE PROCEEDING WITH ANY WORK OR ORDERING OF MATERIALS, THE BUILDER AND/OR SUB-CONTRACTORS SHALL VERIFY ALL NOTES AND MEASUREMENTS. ANY DISCREPANCIES IN OR OMISSIONS FROM THE WORKING DRAWINGS SHALL BE REPORTED TO THE BUILDER AND DESIGNER.

**SYMBOLOLOGY**

| MATERIALS |                                       |
|-----------|---------------------------------------|
| MARK      | DESCRIPTION                           |
| 1         | SIDING PANEL IN RED                   |
| 2         | SIDING PANEL IN BLUE                  |
| 3         | RUSTIC CONCRETE BLOCK BIRCH COLOR     |
| 4         | RUSTIC CONCRETE BLOCK CHOCOLATE COLOR |
| 5         | STEEL                                 |
| 6         | GLASS                                 |

DIRECTION:



REVISION:

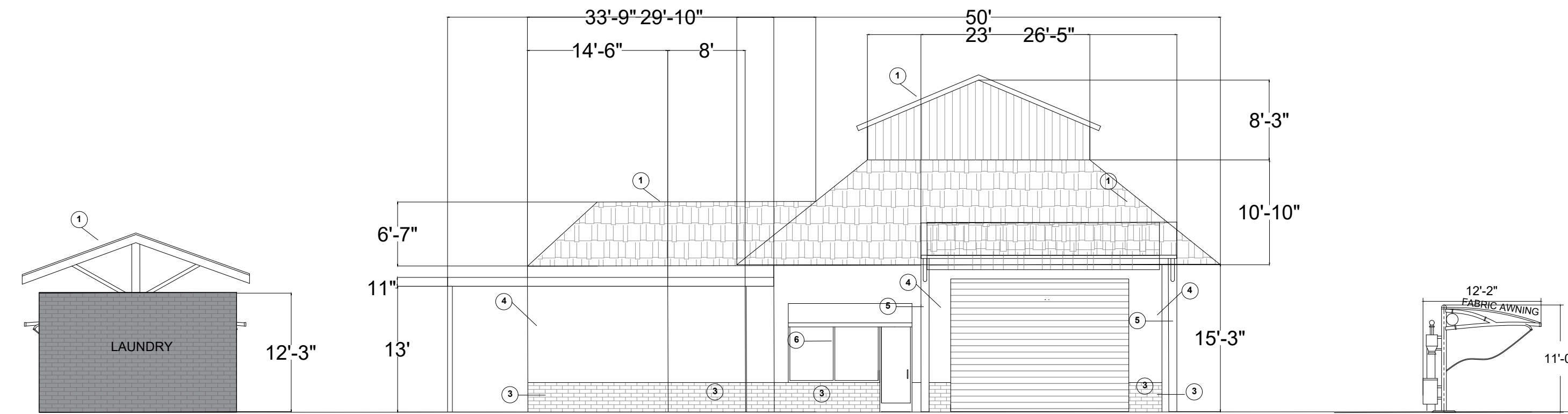
EXPIRATION DATE:

PLAN:  
**ELEVATIONS PLAN**

DATE:  
7/27/2023

DRAWN BY:  
F.G.M.

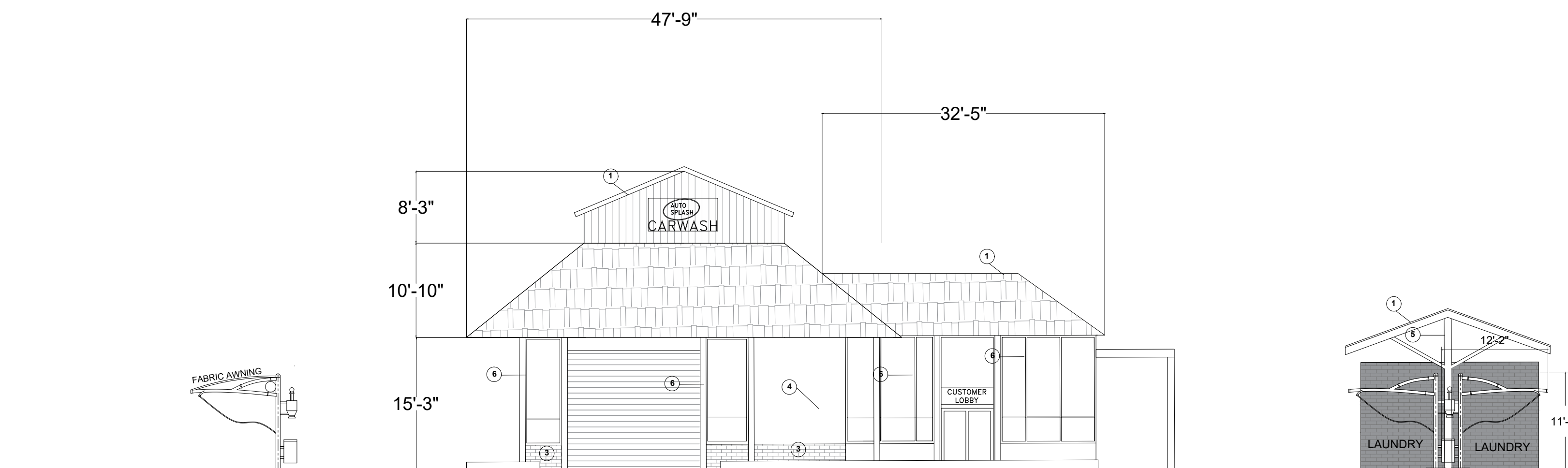
**E1.1**  
SHEET 05 OF 08



**EAST ELEVATION**

SCALE: 3/32" = 1'-0"

| TYPE MARK | MATERIAL   | MANUFACTURER             | NORTH ELEVATION SQ.FT. | MATERIAL PERCENTAGE |
|-----------|--|--------------------------|------------------------|---------------------|
| 1         | 10 S. 5M-Rib Galvalume Steel 29-Gauge Roof/Siding Panel in Red                 | GIBALTAIR                | 577.6 SQ.FT.           | 33.21%              |
| 2         | 10 S. 5M-Rib Galvalume Steel 29-Gauge Roof/Siding Panel in Blue                | GIBALTAIR                | 134.2 SQ.FT.           | 8.2%                |
| 3         | Rustic Concrete Block Birch color  | ROCKWOOD RETAINING WALLS | 825.1 SQ.FT.           | 50.4%               |
| 4         | Rustic Concrete Block chocolate color  | ROCKWOOD RETAINING WALLS | 14.3 SQ.FT.            | .87%                |
| 5         | Steel C Channel Sill painted yellow  | GH STEEL                 | 46.7 SQ.FT.            | 2.85%               |
| 6         | Aluminum frame, double glazed with 3mm clear glass/5mm air gap/5mm clear glass | HEBBS GLASS              | 73.2 SQ.FT.            | 4.47%               |
|           | <b>TOTAL</b>   |                          | <b>1,637.2 SQ.FT.</b>  | <b>100%</b>         |



**WEST ELEVATION**

SCALE: 3/32" = 1'-0"

| TYPE MARK | MATERIAL   | MANUFACTURER             | NORTH ELEVATION SQ.FT. | MATERIAL PERCENTAGE |
|-----------|--|--------------------------|------------------------|---------------------|
| 1         | 10 S. 5M-Rib Galvalume Steel 29-Gauge Roof/Siding Panel in Red                 | GIBALTAIR                | 577.6 SQ.FT.           | 17.37%              |
| 2         | 10 S. 5M-Rib Galvalume Steel 29-Gauge Roof/Siding Panel in Blue                | GIBALTAIR                | 134.2 SQ.FT.           | 4.04%               |
| 3         | Rustic Concrete Block Birch color  | ROCKWOOD RETAINING WALLS | 455.7 SQ.FT.           | 13.71%              |
| 4         | Rustic Concrete Block chocolate color  | ROCKWOOD RETAINING WALLS | 13.4 SQ.FT.            | .4%                 |
| 5         | Steel C Channel Sill painted yellow  | GH STEEL                 | 120.6 SQ.FT.           | 3.63%               |
| 6         | Aluminum frame, double glazed with 3mm clear glass/5mm air gap/5mm clear glass | HEBBS GLASS              | 2,022.9 SQ.FT.         | 60.85%              |
|           | <b>TOTAL</b>   |                          | <b>3,324.4 SQ.FT.</b>  | <b>100%</b>         |

**Notes:**

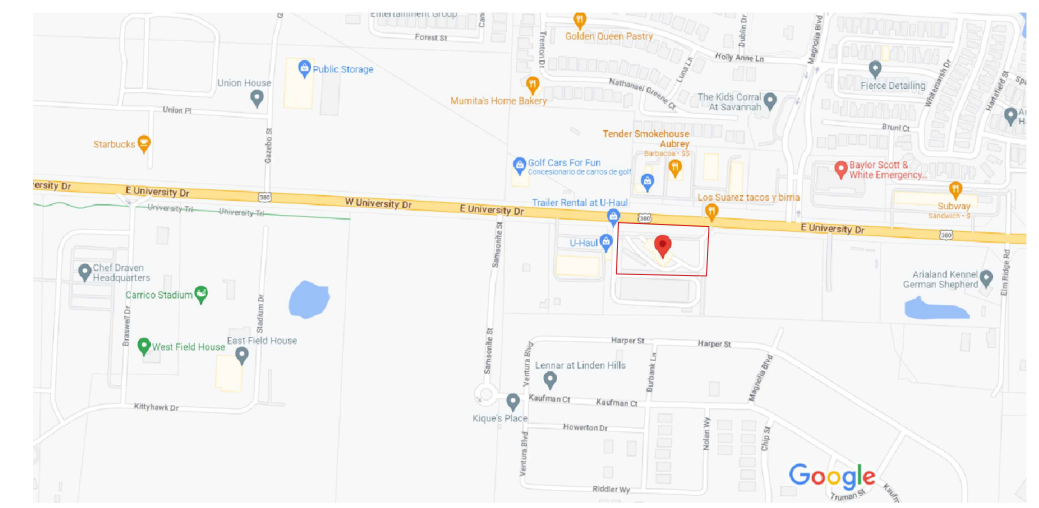
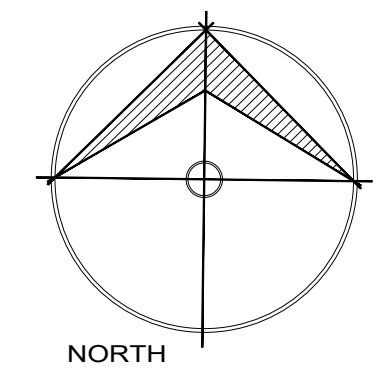
- This Façade Plan is for conceptual purposes only. All Building plans require review and approval by Development Services.
- All mechanical units shall be screened from public view as required by the Director
- All signage areas and locations are subject to approval of Development Services Director
- When permitted, exposed utility boxes and conduits shall be painted to match the building
- Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official

**ELEVATIONS**

SCALE: 1/8" = 1'-0"



| LEGEND                  |                                   |
|-------------------------|-----------------------------------|
| CM CONTROLLING MONUMENT | CONCRETE                          |
| 5/8" IRON ROD FOUND     | WOOD                              |
| "X" FOUND IN CONCRETE   | COVERED CARPORT, PORCH, DECK, ETC |
| POINT FOR CORNER        | OHT - OVERHEAD TELEPHONE          |
| FIBER OPTIC PEDESTAL    | OHP - OVERHEAD ELECTRIC           |
| POWER POLE              | PIPE FENCE                        |
| A/C AIR CONDITIONING    | METAL FENCE                       |
| WATER METER             | WOOD FENCE                        |
| TELE. MANHOLE           | SANITARY SEWER MANHOLE            |
| TELE. VAULT             | STORM DRAIN MANHOLE               |
| LP LIGHT POLE           | HANDICAP PARKING                  |
| UNDERGROUND ELECTRIC    | ELECTRIC BOX                      |
| FH FIRE HYDRANT         | CLEANOUT                          |
| GAS METER               | TELEPHONE PEDESTAL                |
| WATER VALVE             | CABLE PEDESTAL                    |
| BOLLARD                 | ASPHALT PAVING                    |
| SIGN                    | GRAVEL/ROCK                       |
|                         | ROAD OR DRIVE                     |



VICINITY MAP FOR REFERENCE ONLY

PROJECT:  
**COMMERCIAL  
FLATWORK ADDITION**

OWNER: **JOHN PAPPAS**

LOCATION:  
26780 US-380 HWY.  
LITTLE ELM, TEXAS 75068



Gamma Group, Design & Construction LLC  
3309 ELM ST. #250, Dallas Texas, 75226  
www.gammagroup-usa.com  
gamma.gd@gamma.com

(469)583-7174, (469)463-276, (214)272-8186

THESE DOCUMENTS ARE INSTRUMENTS OF THE DESIGNER'S SERVICE FOR USE SOLELY ON THE SPECIFIC PROJECT INDICATED HEREIN. ANY UNAUTHORIZED COPYING OR USE, INCLUDING WITHOUT LIMITATIONS, COPYING FOR USE ON ANY PROJECT OTHER THAN THE ONE INDICATED HEREIN IS STRICTLY PROHIBITED. THE DESIGNER IS THE AUTHOR AND OWNER OF THESE DOCUMENTS. THE DESIGNER'S IDEAS AND EXPRESSIONS THERE OF SHOWN IN THE DOCUMENTS ARE HEREBY PROTECTED BY COPYRIGHT LAW.

THE DESIGNER RETAINS ALL COMMON LAW, STATUTORY, AND OTHER RESERVED RIGHTS IN THESE DOCUMENTS. ANY VIOLATION OF THE DESIGNER'S RIGHTS, INCLUDING, WITHOUT LIMITATIONS, THOSE OF CONFIDENTIALITY AND OF THE COPYRIGHT LAW IS SUBJECT TO LEGAL ACTION.

**ENGINEERING GENERAL NOTES**

GAMMA GROUP, WE ARE NOT AN ENGINEERING FIRM. WE DO NOT QUALIFY TO BE ONE. NOT ARE WE LICENSED TO DESIGN STRUCTURAL, FRAMING, WINDBRACING OR FOUNDATIONS. A LICENSED PROFESSIONAL ENGINEER SHOULD BE CONTRACTED AND CONSULTED IMMEDIATELY REGARDING FRAMING, WINDBRACING, AND FOUNDATION DESIGN. SHOULD AN ENGINEER'S SEAL BE PRESENT ON THESE DRAWINGS, THE ENGINEER OF RECORD SHALL BEAR ALL RESPONSIBILITY FOR THE STRUCTURE, WINDBRACING AND FOUNDATION DESIGN FOR THIS PROJECT.

THE DESIGNER IS NOT TO BE HELD RESPONSIBLE FOR THE STRUCTURAL DESIGN IN ANY WAY, MATTER, OR FORM IF ANY PROBLEMS MAY ARISE.

**CONTRACTOR NOTES**

GENERAL CONTRACTOR SHALL HAVE THIS FOUNDATION PLAN DESIGN BY A TEXAS REGISTERED ENGINEER TO MEET SOIL TESTS REQUIREMENTS.

THE DESIGNER ASSUMES NO LIABILITY FOR ANY STRUCTURE CONSTRUCTED FROM THIS PLAN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR OF THE PLAN, TO VERIFY THE RESPONSIBILITY OF THE ACTUAL CONSTRUCTION COMMENCES:

1. BUILDER OR CONTRACTOR MUST VERIFY ALL DIMENSIONS PRIOR TO PROCEEDING WITH CONSTRUCTION.
2. BUILDER OR CONTRACTOR MUST VERIFY COMPLIANCE WITH ALL LOCAL BUILDING CODES IN THE AREA WHERE THE STRUCTURE IS TO BE CONSTRUCTED.
3. PLANS INDICATE LOCATIONS ONLY. ENGINEERING ASPECTS SHOULD BE INCORPORATED TO ACTUAL SITE CONDITIONS.

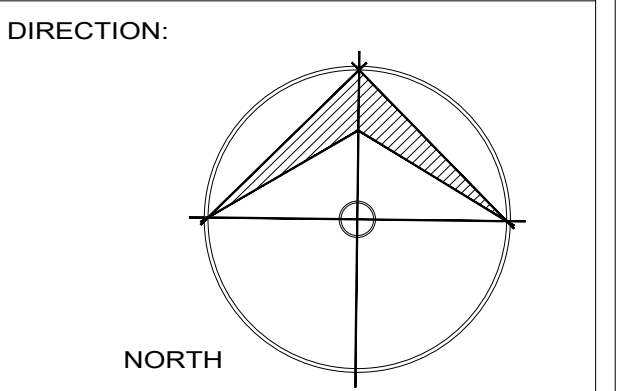
**CONTRACTOR NOTES**

THIS PLAN INCLUDING ALL DESIGN CONCEPTS, DRAWINGS, AND DETAILS CONTAINED HEREIN SHALL REMAIN THE SOLE PROPERTY OF GAMMA GROUP, AND CAN NOT BE DUPLICATED IN PART OR IN WHOLE WITHOUT THE PRIOR WRITTEN PERMISSION OF GAMMA GROUP. WORKING DRAWINGS SHALL NOT BE SCALED. BEFORE PROCEEDING WITH ANY WORK OR ORDERING OF MATERIALS, THE BUILDER AND/OR SUB-CONTRACTORS SHALL VERIFY ALL NOTES AND MEASUREMENTS. ANY DISCREPANCIES IN OR OMISSIONS FROM THE WORKING DRAWINGS SHALL BE REPORTED TO THE BUILDER AND DESIGNER.

**SYMBOLOLOGY**

FOUR HEADED LIGHT FIXTURE

LOCATION: PARKING AREAS



DIRECTION:

REVISION:

EXPIRATION DATE:

PLAN:

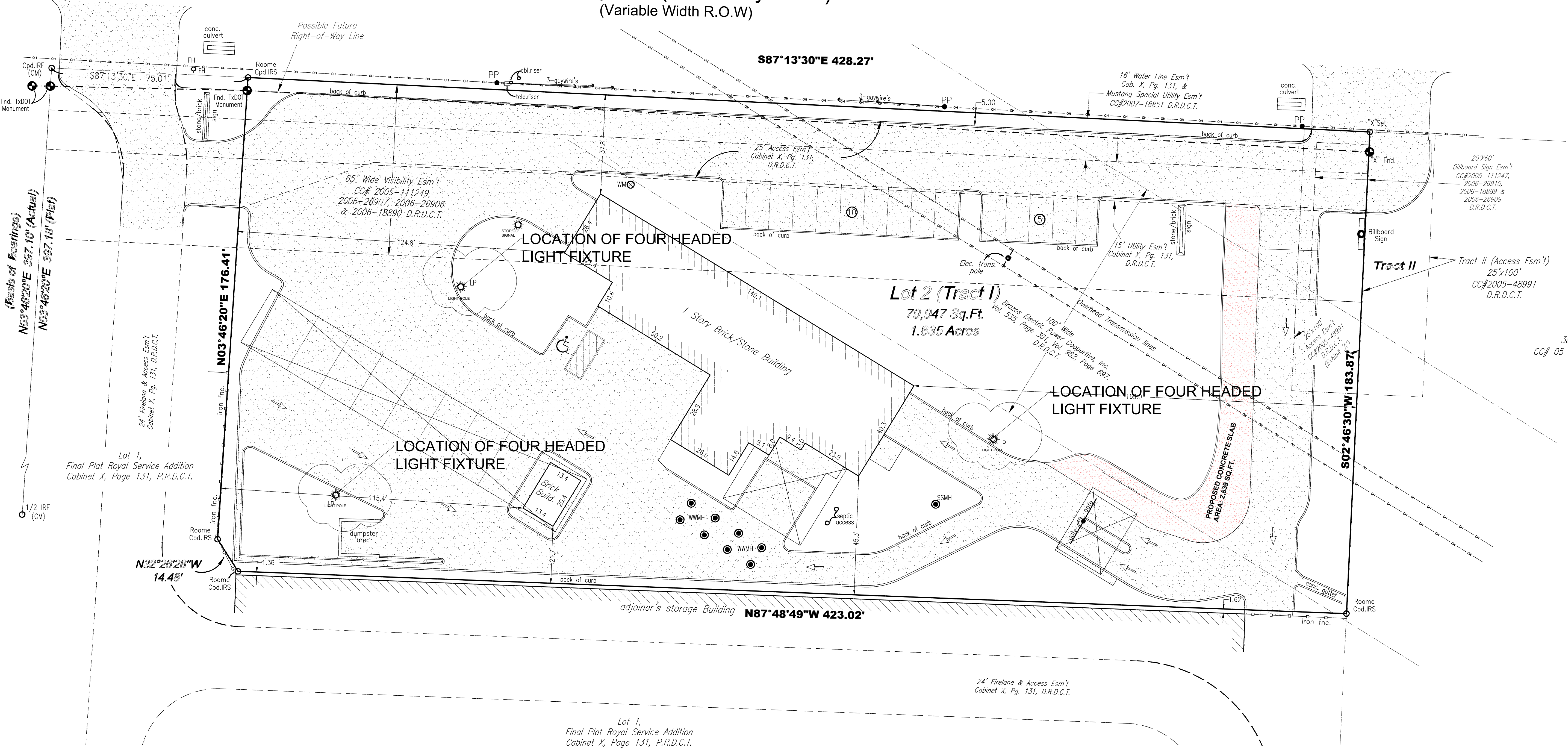
LIGHTNING PLAN

DATE:  
07/27/2023

DRAWN BY:  
F.G.M.

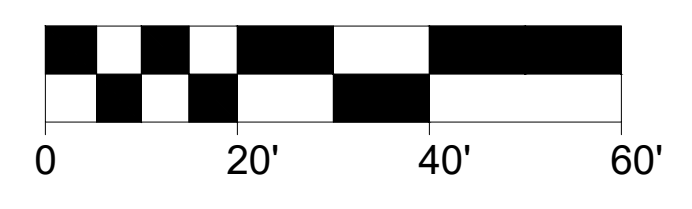
L1  
SHEET 06 OF 08

**U.S. Highway 380 (University Drive)**  
(Variable Width R.O.W)



**LIGHTNING SITE PLAN**  
SCALE: 1" = 20'

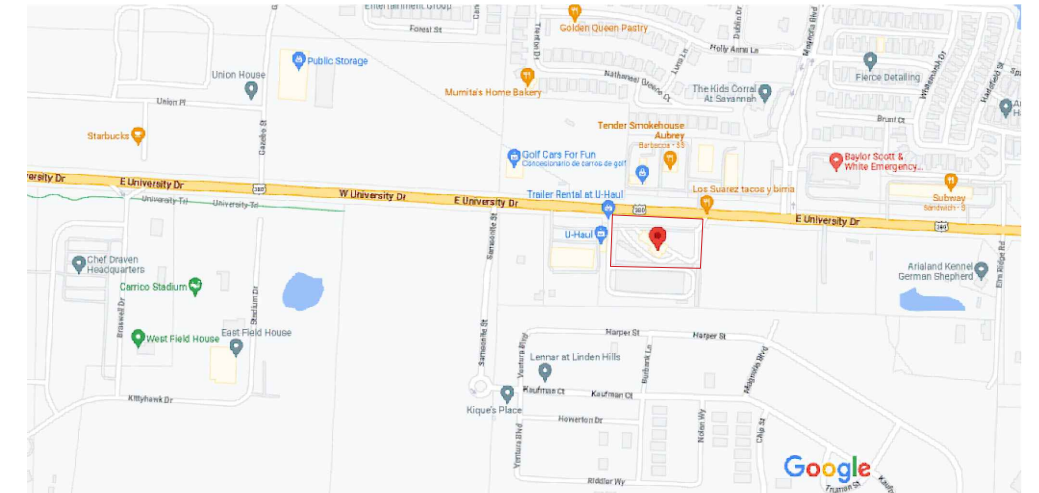
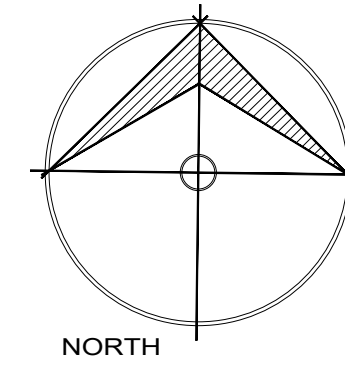
GRAPHIC SCALE: 1 INCH = 20 FEET



- NOTES:**
1. ALL LIGHTING LUMINAIRES SHALL USE LED LAMPS.
  2. FIXTURES, POLES, BASES AND APPURTENANCES SHALL BE BLACK IN COLOR.
  3. MATCHING POLE-MOUNTED BANNER ARMS MAY BE REQUIRED ON ANY FIXTURE DEPENDING ON LOCATION.

**TITLE LIGHTNING**  
**ROYAL SERVICE ADDITION**  
**LOT 2 (TRACT I)**  
**JOSE GONZALES SURVEY, ABSTRACT No. 447**  
**26780 U.S. HIGHWAY 380 TOWN OF LITTLE ELM,**  
**DENTON COUNTY, TEXAS**  
**SEPTEMBER 29, 2017**





VICINITY MAP FOR REFERENCE ONLY

PROJECT:  
**COMMERCIAL  
FLATWORK ADDITION**

OWNER:  
**JOHN PAPPAS**

LOCATION:  
**26780 US-380 HWY.  
LITTLE ELM, TEXAS 75068**



Gamma Group, Design & Construction LLC  
3300 ELM ST. #250, Dallas, Texas, 75226  
www.gammagroup-usa.com  
gamma\_fred@hotm.com

(469)583-7174, (469)463-276, (214)272-8186

THESE DOCUMENTS ARE INSTRUMENTS OF THE DESIGNER'S SERVICE FOR USE SOLELY ON THE SPECIFIC PROJECT INDICATED HEREIN. ANY UNAUTHORIZED COPYING OR USE, INCLUDING WITHOUT LIMITATIONS, COPYING FOR USE ON ANY PROJECT OTHER THAN THE ONE INDICATED HEREIN IS STRICTLY PROHIBITED. THE DESIGNER IS THE AUTHOR AND OWNER OF THESE DOCUMENTS, THE DESIGN CONCEPTS, IDEAS AND EXPRESSIONS THEREOF SHOWN IN THE DOCUMENTS. THE DESIGNER RETAINS ALL COMMON LAW, STATUTORY, AND OTHER RESERVED RIGHTS IN THEM, INCLUDING COPYRIGHTS. ANY VIOLATION OF THE DESIGNER'S RIGHTS, INCLUDING, WITHOUT LIMITATIONS, THOSE OF CONFIDENTIALITY AND OF THE COPYRIGHT LAWS IS SUBJECT TO LEGAL ACTION.

**ENGINEERING GENERAL NOTES**

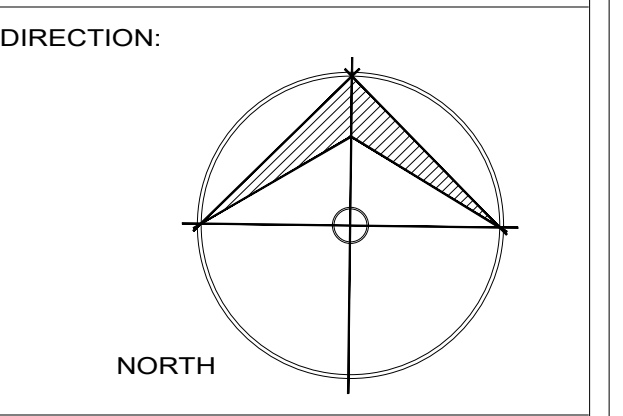
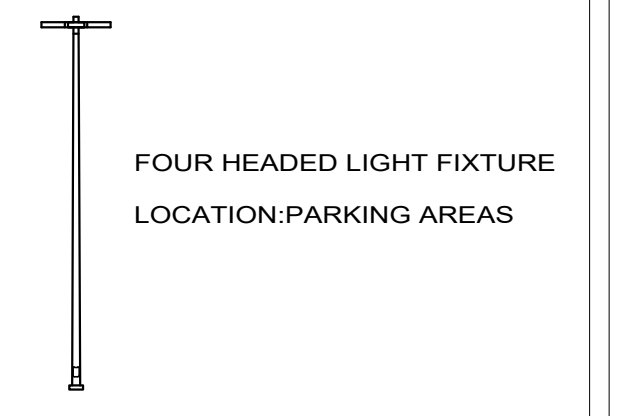
GAMMA GROUP, WE ARE NOT AN ENGINEERING FIRM. WE DO NOT QUALIFY TO BE ONE. NOT ARE WE LICENSED TO DESIGN STRUCTURAL, FRAMING, WINDBRACING OR FOUNDATIONS. A LICENSED PROFESSIONAL ENGINEER SHOULD BE CONTRACTED AND CONSULTED IMMEDIATELY REGARDING FRAMING, WINDBRACING, AND THE FOUNDATION DESIGN. SHOULD AN ENGINEER'S SEAL BE PRESENT ON THESE DRAWINGS, THE ENGINEER OF RECORD SHALL BEAR ALL RESPONSIBILITY FOR THE STRUCTURE, WINDBRACING AND FOUNDATION DESIGN FOR THIS PROJECT. THE DESIGNER IS NOT TO BE HELD RESPONSIBLE FOR THE STRUCTURAL DESIGN IN ANY WAY, MATTER, OR FORM IF ANY PROBLEMS MAY ARISE.

NOTE:  
GENERAL CONTRACTOR SHALL HAVE THIS FOUNDATION PLAN DESIGN BY A TEXAS REGISTERED ENGINEER TO MEET SOIL TESTS REQUIREMENTS. THE DESIGNER ASSUMES NO LIABILITY FOR ANY STRUCTURE CONSTRUCTED FROM THIS PLAN. IT IS THE RESPONSIBILITY OF THE PURCHASER OF THIS PLAN, TO PERFORM THE FOLLOWING BEFORE ACTUAL CONSTRUCTION COMMENCES:  
1- BUILDER OR CONTRACTOR MUST VERIFY ALL DIMENSIONS PRIOR TO PROCEEDING WITH CONSTRUCTION.  
2- BUILDER OR CONTRACTOR MUST VERIFY COMPLIANCE WITH ALL LOCAL BUILDING CODES, THE AREA WHERE THE STRUCTURE IS TO BE CONSTRUCTED AND LOCATED.  
3- PLANS INDICATE LOCATIONS ONLY. ENGINEERING ASPECTS SHOULD BE INCORPORATED TO ACTUAL SITE CONDITIONS.

**CONTRACTOR NOTES**

THIS PLAN INCLUDING ALL DESIGN CONCEPTS, DRAWINGS, AND DETAILS CONTAINED HEREIN SHALL REMAIN THE SOLE PROPERTY OF GAMMA GROUP, AND CAN NOT BE DUPLICATED IN PART OR IN WHOLE WITHOUT THE PRIOR WRITTEN PERMISSION OF GAMMA GROUP. WORKING DRAWINGS SHALL NOT BE SCALED. BEFORE PROCEEDING WITH ANY WORK OR ORDERING OF MATERIALS, THE BUILDER AND/OR SUB-CONTRACTORS SHALL VERIFY ALL NOTES AND MEASUREMENTS. ANY DISCREPANCIES IN OR OMISSIONS FROM THE WORKING DRAWINGS SHALL BE REPORTED TO THE BUILDER AND DESIGNER.

**SYMBOLOLOGY**



CORRECTION:

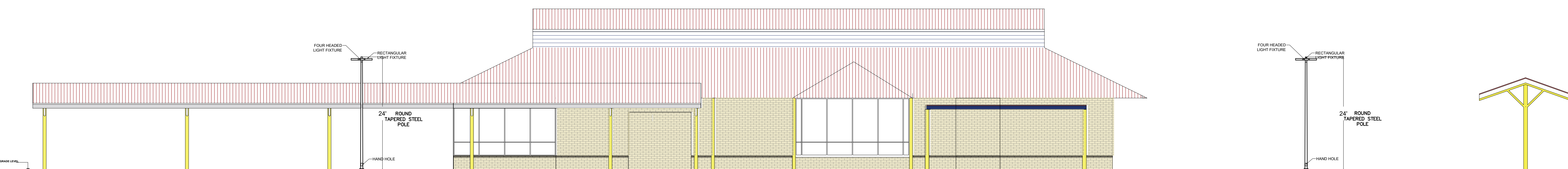
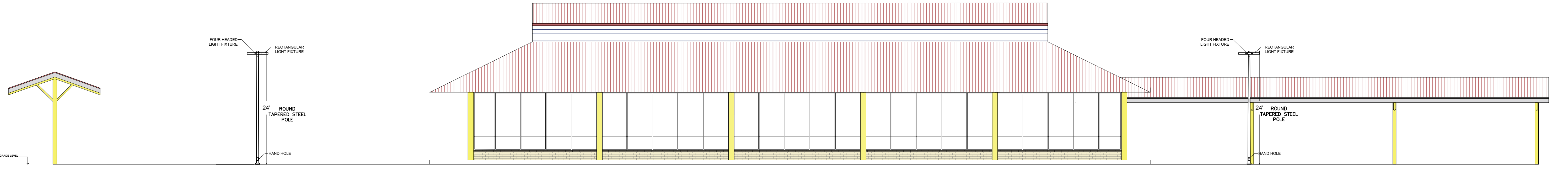
| NO. | DATE | COMMENTS |
|-----|------|----------|
|     |      |          |

EXPIRATION DATE:  
PLAN:  
**LIGHTNING PLAN**

DATE:  
**07/27/2023**

DRAWN BY:  
**F.G.M.**

**L1.1**  
SHEET 07 OF 08

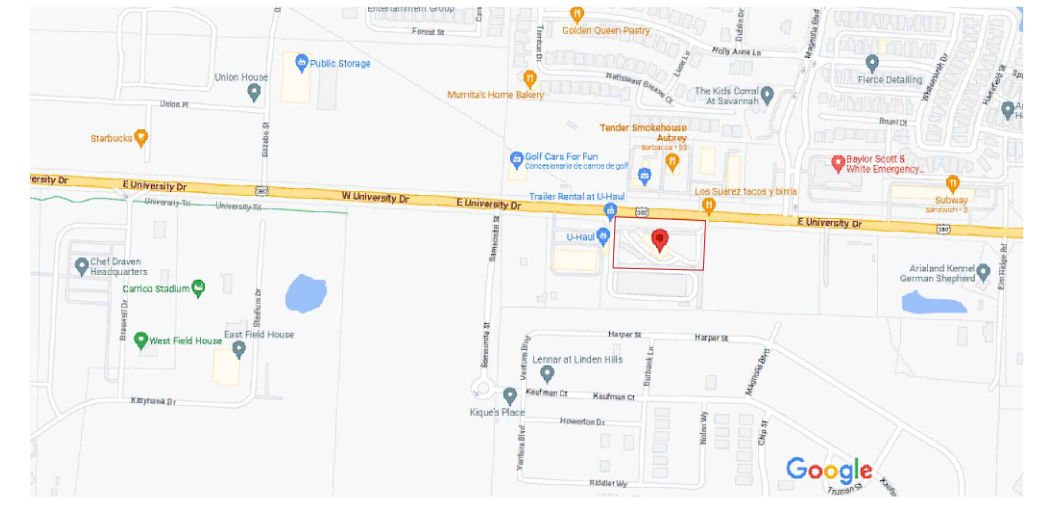
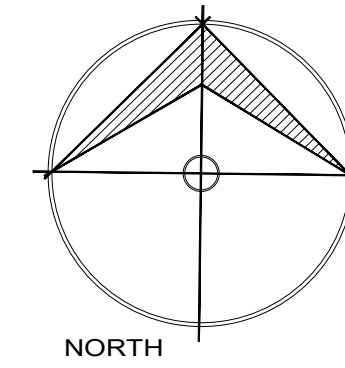


**LIGHTNING PLAN**  
SCALE: 3/32"=1'-0"

- NOTES:**
1. ALL LIGHTING LUMINAIRES SHALL USE LED LAMPS.
  2. FIXTURES, POLES, BASES AND APPURTENANCES SHALL BE BLACK IN COLOR.
  3. MATCHING POLE-MOUNTED BANNER ARMS MAY BE REQUIRED ON ANY FIXTURE DEPENDING ON LOCATION.

**TITLE LIGHTNING**  
**ROYAL SERVICE ADDITION**  
**LOT 2 (TRACT I)**  
**JOSE GONZALES SURVEY, ABSTRACT No. 447**  
**26780 U.S. HIGHWAY 380 TOWN OF LITTLE ELM,**  
**DENTON COUNTY, TEXAS**  
**SEPTEMBER 29, 2017**





VICINITY MAP FOR REFERENCE ONLY

PROJECT:  
**COMMERCIAL  
FLATWORK ADDITION**

OWNER: **JOHN PAPPAS**

LOCATION:  
**26780 US-380 HWY.  
LITTLE ELM, TEXAS 75068**



Gamma Group, Design & Construction LLC  
3309 ELM ST. #250, Dallas Texas, 75226  
www.gammagroup-usa.com  
gamma\_fedtd@hotmail.com  
**(469)583-7174, (469)463-276, (214)272-8186**

THESE DOCUMENTS ARE INSTRUMENTS OF THE DESIGNER'S SERVICE FOR USE SOLELY ON THE SPECIFIC PROJECT INDICATED HEREIN. ANY UNAUTHORIZED COPYING OR USE, INCLUDING WITHOUT LIMITATIONS, COPYING FOR USE ON ANY PROJECT OTHER THAN THE ONE INDICATED HEREIN IS STRICTLY PROHIBITED. THE DESIGNER IS THE AUTHOR AND OWNER OF THESE DOCUMENTS, THE DESIGN CONCEPTS, IDEAS AND EXPRESSIONS THERE OF SHOWN IN THE DOCUMENTS. THE DESIGNER RETAINS ALL COMMON LAW, STATUTORY, AND OTHER RESERVED RIGHTS IN THEIR INCLUDING COPYRIGHTS. ANY VIOLATION OF THE DESIGNER'S RIGHTS, INCLUDING, WITHOUT LIMITATIONS, THOSE OF CONFIDENTIALITY AND OF THE COPYRIGHT LAWS IS SUBJECT TO LEGAL ACTION.

**ENGINEERING GENERAL NOTES**

GAMMA GROUP, WE ARE NOT AN ENGINEERING FIRM. WE DO NOT QUALIFY TO BE ONE. NOT ARE WE LICENSED TO DESIGN STRUCTURAL, FRAMING, WINDBRACING OR FOUNDATIONS. A LICENSED PROFESSIONAL ENGINEER SHOULD BE CONTACTED AND CONSULTED IMMEDIATELY REGARDING FRAMING, WINDBRACING, AND THE FOUNDATION DESIGN. SHOULD AN ENGINEER'S SEAL BE PRESENT ON THESE DRAWINGS, THE ENGINEER OF RECORD SHALL BEAR ALL RESPONSIBILITY FOR THE STRUCTURE, WINDBRACING AND FOUNDATION DESIGN FOR THIS PROJECT. THE DESIGNER IS NOT TO BE HELD RESPONSIBLE FOR THE STRUCTURAL DESIGN IN ANY WAY, WHETHER OR FORM IF ANY PROBLEMS MAY ARISE.

NOTE:  
GENERAL CONTRACTOR SHALL HAVE THIS FOUNDATION PLAN DESIGN BY A TEXAS REGISTERED ENGINEER TO MEET SOIL TESTS REQUIREMENTS.

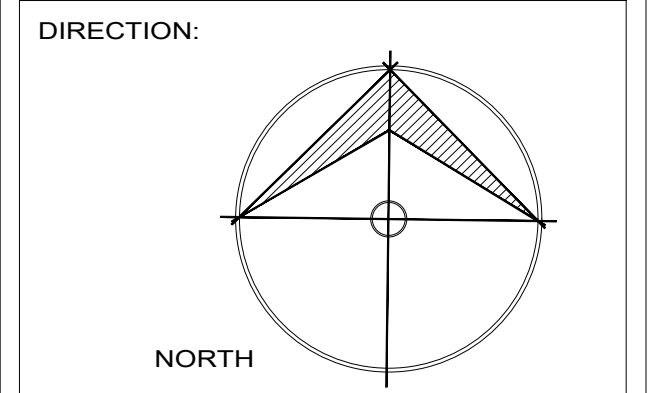
THE DESIGNER ASSUMES NO LIABILITY FOR ANY STRUCTURE CONSTRUCTED FROM THIS PLAN. IT IS THE RESPONSIBILITY OF THE PURCHASER, OR HIS PLAN, TO PERFORM THE FOLLOWING BEFORE ACTUAL CONSTRUCTION COMMENCES:  
1. BUILDER OR CONTRACTOR MUST VERIFY ALL DIMENSIONS PRIOR TO PROCEEDING WITH CONSTRUCTION.  
2. BUILDER OR CONTRACTOR MUST VERIFY COMPLIANCE WITH ALL LOCAL BUILDING CODES OF THE AREA WHERE THE STRUCTURE IS TO BE CONSTRUCTED AND LOCATED.  
3. PLANS INDICATE LOCATIONS ONLY. ENGINEERING ASPECTS SHOULD BE INCORPORATED TO ACTUAL SITE CONDITIONS.

**CONTRACTOR NOTES**

THIS PLAN INCLUDING ALL DESIGN CONCEPTS, DRAWINGS, AND DETAILS CONTAINED HEREIN SHALL REMAIN THE SOLE PROPERTY OF GAMMA GROUP, AND CAN NOT BE DUPLICATED IN PART OR IN WHOLE WITHOUT THE PRIOR WRITTEN PERMISSION OF GAMMA GROUP. WORKING DRAWINGS SHALL NOT BE SCALED. BEFORE PROCEEDING WITH ANY WORK OR ORDERING OF MATERIALS, THE BUILDER AND/OR SUBCONTRACTORS SHALL VERIFY ALL NOTES AND MEASUREMENTS. ANY DISCREPANCIES IN OR OMISSIONS FROM THE WORKING DRAWINGS SHALL BE REPORTED TO THE BUILDER AND DESIGNER.

**SYMBOLLOGY**

FOUR HEADED LIGHT FIXTURE  
LOCATION: PARKING AREAS



**CORRECTION:**

| NO. | DATE | COMMENTS |
|-----|------|----------|
|     |      |          |

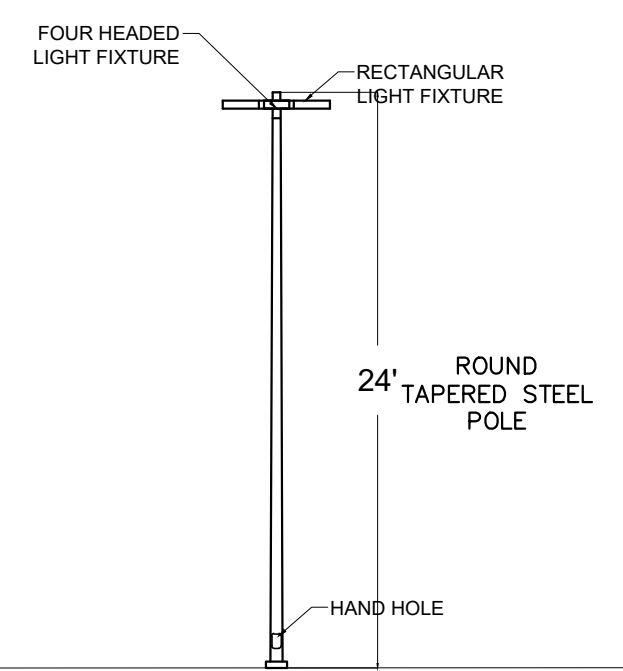
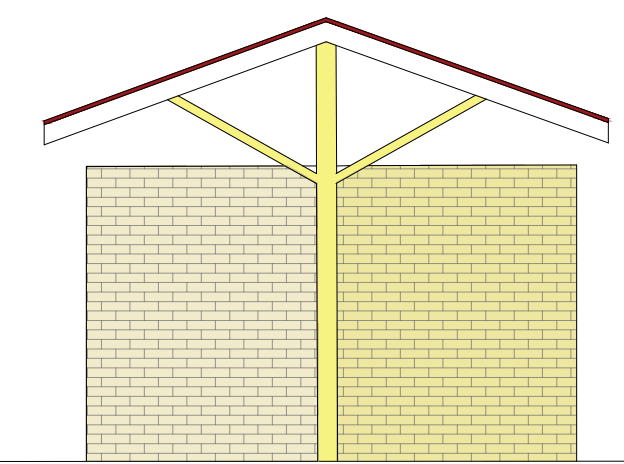
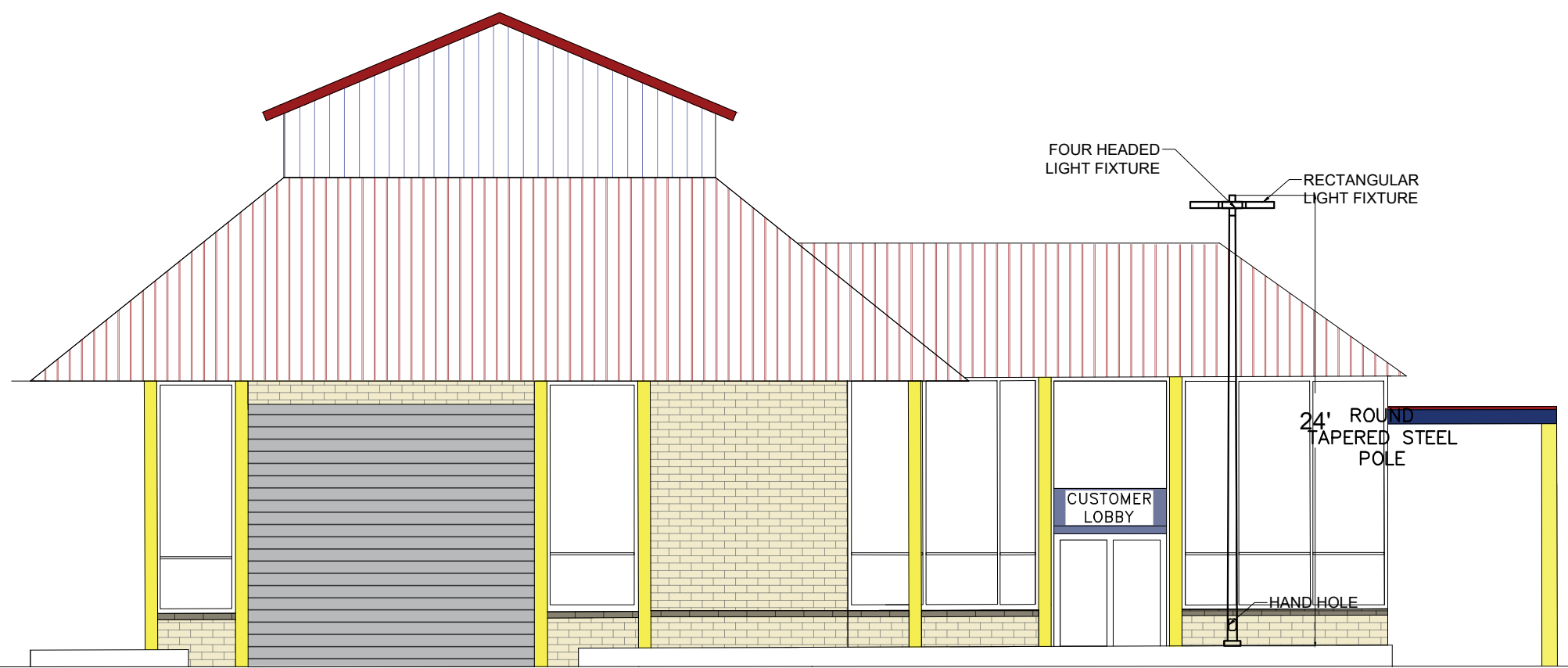
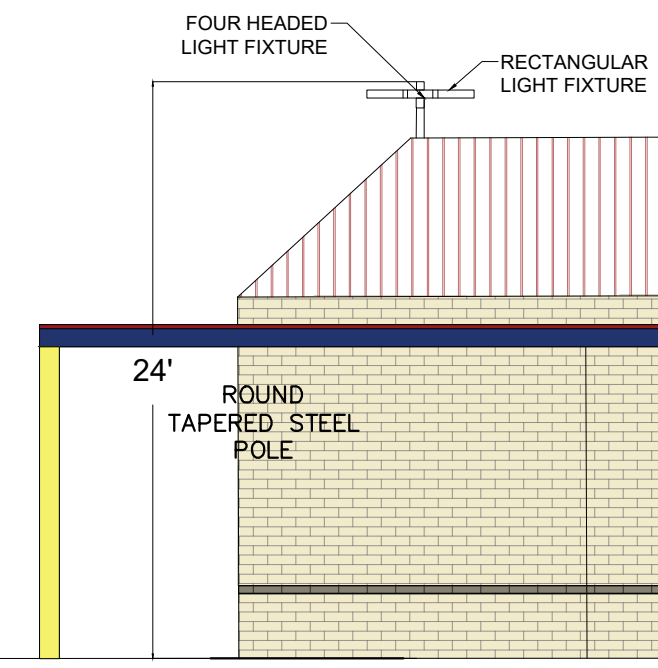
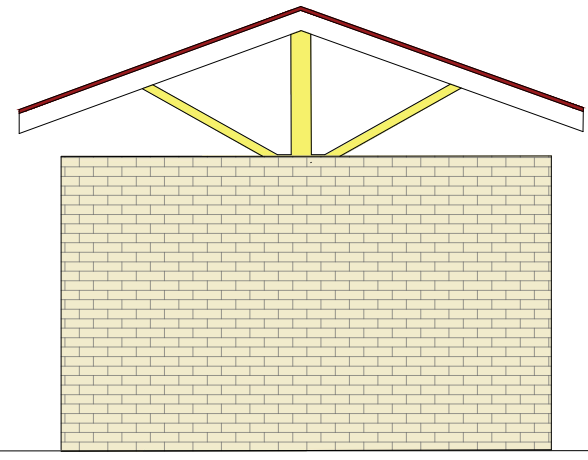
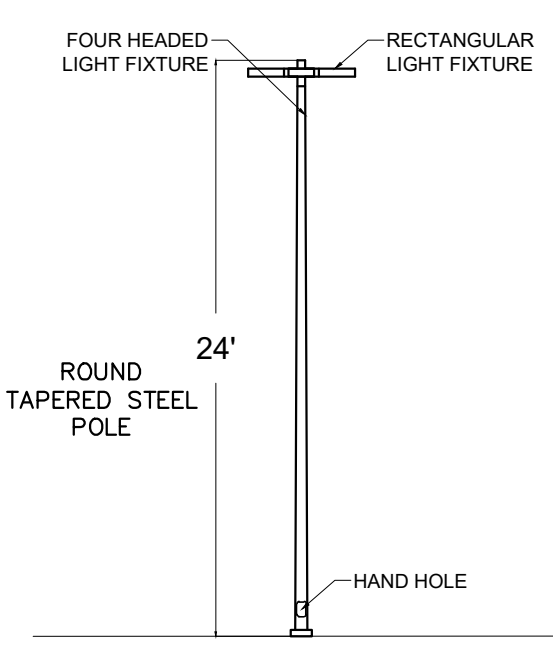
EXPIRATION DATE:

PLAN:  
**LIGHTNING PLAN**

DATE:  
**07/27/2023**

DRAWN BY:  
F.G.M.

**L1.3**  
SHEET 08 OF 08



**LIGHTNING PLAN**  
SCALE: 1/8"=1'-0"

- NOTES:**
1. ALL LIGHTING LUMINAIRES SHALL USE LED LAMPS.
  2. FIXTURES, POLES, BASES AND APPURTENANCES SHALL BE BLACK IN COLOR.
  3. MATCHING POLE-MOUNTED BANNER ARMS MAY BE REQUIRED ON ANY FIXTURE DEPENDING ON LOCATION.

**TITLE LIGHTNING**  
**ROYAL SERVICE ADDITION**  
**LOT 2 (TRACT I)**  
**JOSE GONZALES SURVEY, ABSTRACT No. 447**  
**26780 U.S. HIGHWAY 380 TOWN OF LITTLE ELM,**  
**DENTON COUNTY, TEXAS**  
**SEPTEMBER 29, 2017**



**Washguys Car Wash**

26780 US-380 Little Elm, TX 76227

Cameron Ray  
Washguys Car Wash  
26780 US-380  
Little Elm, TX 76227  
2-20-24

City of Little Elm Development Committee  
100 W. Eldorado Parkway  
Little Elm, TX 75068

Dear City of Little Elm Development Committee,

Subject: Proposal for Vacuum Canopy Post Coverings at Washguys Car Wash, Little Elm

I hope this letter finds you well. On behalf of Washguys Car Wash I am writing to outline and seek approval for any of the various vacuum post covering options that we are proposing for the addition of vacuum canopies on the northside of our property. Our goal is to enhance the aesthetic appeal and functionality of our facility while ensuring that the new additions harmonize with the existing structures and the surrounding environment.

We have evaluated several materials and designs for the vacuum post coverings, and we are presenting the following options for your consideration:

**Traditional Brick Coverings:** This option involves using bricks that are identical or very similar to those used in the current structure of our building. The traditional brick covering aims to ensure a seamless integration with the existing architecture, maintaining the established aesthetic and structural integrity.

**Painted Traditional Brick:** As an alternative to the natural brick look, we are considering painting the traditional brick coverings to match the exact color scheme of the existing building. This option allows for a uniform appearance across the property while still offering the durability and appeal of brick.

**Variety of Stone Options:** Recognizing the unique character and diversity of Little Elm, we are also proposing a range of stone coverings. These include but are not limited to limestone, sandstone, and slate. Each stone type has been selected for its durability, aesthetic appeal, and compatibility with the local environment. We believe that offering a variety of stone options allows for customization that can enhance the visual appeal of the area while respecting the natural beauty of Little Elm.

Our team has carefully considered the impact of these additions on the local community, environment, and the overall aesthetic of the area. We are committed to using high-quality materials that are environmentally friendly and sustainable. Moreover, we have ensured that all proposed options comply with the local zoning laws, building codes, and architectural guidelines.

Enclosed with this letter, you will find detailed images for each proposed covering option. We are eager to work closely with the City of Little Elm Development Committee to review these proposals and make any necessary adjustments to meet the city's standards and expectations.

We request the committee's feedback and approval to proceed with our planned enhancements. We believe that these upgrades will not only benefit Washguys Car Wash but also contribute positively to the visual and functional landscape of Little Elm.

Thank you for considering our proposal. We look forward to your guidance and approval to move forward with this project. Please do not hesitate to contact me directly at 972-214-8139 or Cameron@Washguys.net for further discussion or clarification on any of the proposed options.

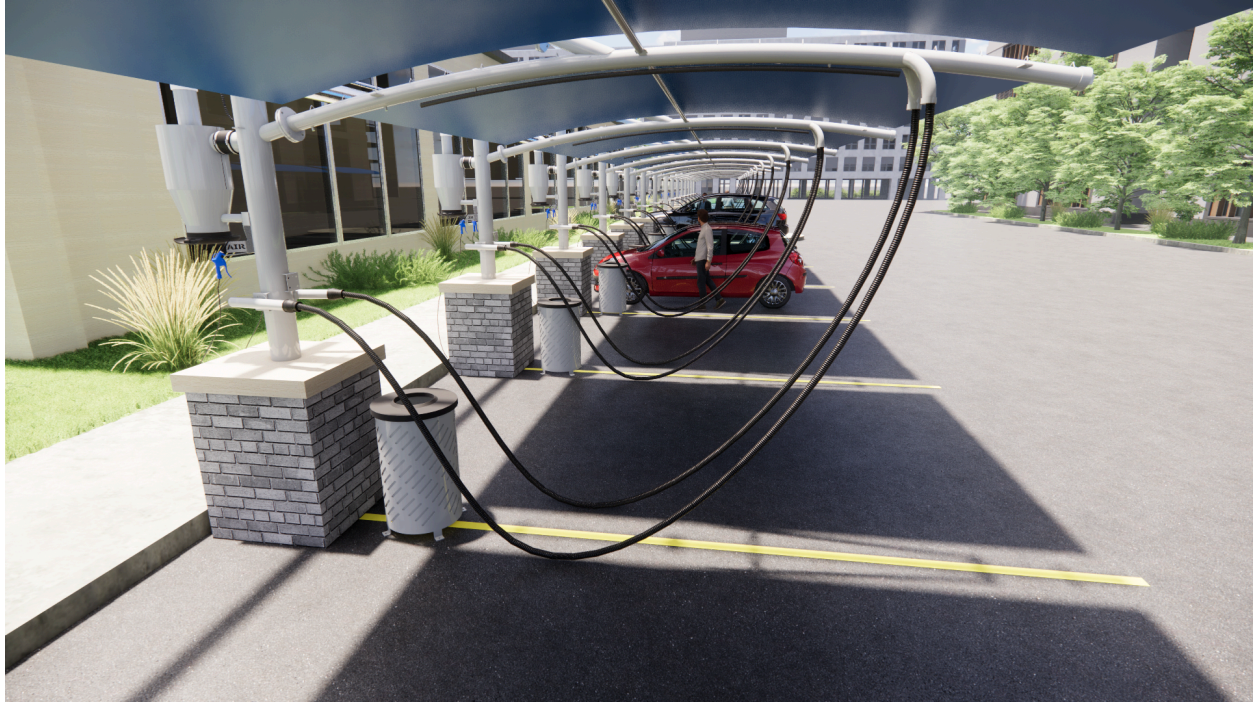
Warmest regards,

Cameron Ray  
Washguys Car Wash  
972-214-8139





















**\*THIS DRAWING IS PRELIMINARY AND NOT TO BE USED FOR CONSTRUCTION\***

**GENERAL NOTES**

**Preliminary Drawings:**

Preliminary drawings may be provided with a quote to indicate the location of vacuum equipment, piping, and hoses. Drawings may be used in direct coordination with Architects' and Engineers' plans for city/AHJ/client approval. Accurate and complete site plans must be provided to ensure the quality of your vacuum area to coordinate issues such as vacuum parking space width/angle, traffic flow, and hose reach.

Drawings are preliminary until the final system order is signed by the client.

Changes made to a vacuum system without Vacutech's consultation voids all Vacutech responsibility as well as the system warranty.

**INSTALLATION NOTES**

**Installation By Others:**

Installation drawings are provided with each project. Most projects require 2 or more installers and a forklift. Buried pipe, footings and concrete equipment pad(s) should be completed before installing Vacutech systems. J-bolt template kits for footings for vacuum arches and stanchions are available for purchase from Vacutech. Refer to drawings for footing requirements. Changes to vacuum piping, vacuum equipment location, and vacuum equipment enclosure will effect the performance of your system. Changes made to a vacuum system without Vacutech's consultation voids all Vacutech responsibility and the system warranty.

**Vacutech System Install:**

Vacutech offers installation as an option when bidding a project.

Please note that the scope of Vacutech's installation only includes work above ground. Vacutech will install vacuum arches/stanchions to concrete footings, install vacuum piping and set vacuum equipment in place.

Vacutech does not dig trenches, auger footings, dig/backfill/bury pipe or conduit, or provide any work below grade.

Vacutech does not pour footings, install J-bolts, install concrete trenches with covers, pour concrete pads, or do concrete work of any kind. Vacutech does not do core drilling through building walls.

Vacutech does not wire lights, turbines, disconnects, VFDs, starters or any other electrical component. Vacutech does not pull wire through conduits. These items must be done by a Licensed Electrician.

**WARRANTY NOTES**

**CHANGES MADE TO VACUUM SYSTEM WITHOUT VACUTECH CONSULTATION VOIDS ALL VACUTECH RESPONSIBILITY AND SYSTEM WARRANTY**

**Equipment warranty information:** (if applicable)

When vacuum equipment is installed in an enclosure with 4 walls and a roof it must be ventilated. Enclosure door must be louvered and an exhaust fan with thermostat set at 85°F must be installed to turn over air every 15 min. Vacuum turbine must be exhausted outside with metallic pipe no smaller than 6" with exhaust pipe opening protected from elements. Equipment pad must be flat and level.

**Variable frequency drive (VFD) warranty information:** (if applicable)

VFDs must be wired from main distribution panel in separate conduit (sized per code; based on turbine H.P. and voltage) to each VFD and from each VFD to turbine motor.

A separate conduit, sized per code, must also be installed from VFD to vacuum pressure transducer installed on filter separator. If two (2) or more VFD's are installed in one (1) enclosure, a separate conduit must be installed for each VFD. Install separate conduit from enclosure to each turbine motor, and each filter separator if there is more than one (1).

**PIPE NOTES**

**Piping systems above ground**

Piping system shall be schedule 40 (or sch 80) solid core PVC or ABS plastic pipe, with plastic D.W.V. (drain, waste and vent) fittings. Zinc, aluminum, or galvanized tubing, with directional flow zinc fittings of no less than 16 gauge, designed specifically for central vacuum systems are also acceptable.

**Buried piping systems cast iron no-hub**

In-ground piping systems that are subject to ground freeze/thaw conditions or excessive movement shall be cast iron with no-hub fittings and no-hub couplings (w/ stainless steel band).

**Buried piping systems PVC sch 40 (or sch 80)**

In-ground piping systems using PVC pipe shall be sch 40 (or sch 80) solid core, with PVC D.W.V. (drain, waste, and vent) fittings. Plastic pipe installed in-ground have a potential of possible cracking and wear. All plastic pipe systems in-ground must be below freeze line.

**System notes:**

All interior surfaces shall be free of burrs and obstructions for a non-restrictive air flow. ABS and PVC piping shall be cut straight and removed of burrs. Piping shall be attached together using a primer, and a cement (clear PVC cement for PVC/ black abs cement for abs) for a 100% tight seal.

Overhead piping systems shall be supported by means of approved pipe hangers, and shall be installed at a maximum of six feet O.C. when using abs or PVC pipe and ten feet when using zinc or aluminum tubing. All fittings supporting vacuum drop/hose assemblies shall be supported with within one foot on each side of fitting connection.

Piping systems shall be tested to hold 10 psi for a minimum of 24 hours.

When vacuum system is installed in potentially explosive environment, the following may be required as a minimum: Explosion proof motor Class I - Group D & Class II - Group E, F & G. Aluminum piping with zinc fittings. Primary and filtered separators and hose assemblies require special grounding. Verify all conditions.

PVC and ABS plastic pipe are not U.V. rated and will discolor and soften/cause bowing when exposed to direct sunlight. It is recommended that all exposed plastic pipe and fittings be primed and painted to help prevent this. It is recommended to use zinc, or aluminum tubing and zinc fittings be used when exposed to sun.

**Plastic pipe exposed to elements:**

PVC pipe will become brittle at 40° f and can crack/split when moving debris collides with it, it is recommended to use cast iron, zinc, or aluminum tubing for colder conditions.

**ADDITIONAL NOTES**

**VFD Systems:**

Instructions for wiring VFD to Turbine and Filter Separator are available for your electrician. After wiring is complete, call our customer service to complete programming.

**Arch Systems: How Awnings are ordered (Coolaroo/Weblon)**

**Step 1:** Arches are to be completely installed on site.

**Step 2:** After installation, Vacutech will send an awning measurement form to be filled out with instructions on how and where to measure. The awning form must be filled out entirely, signed, dated, and faxed or emailed to Vacutech for production.

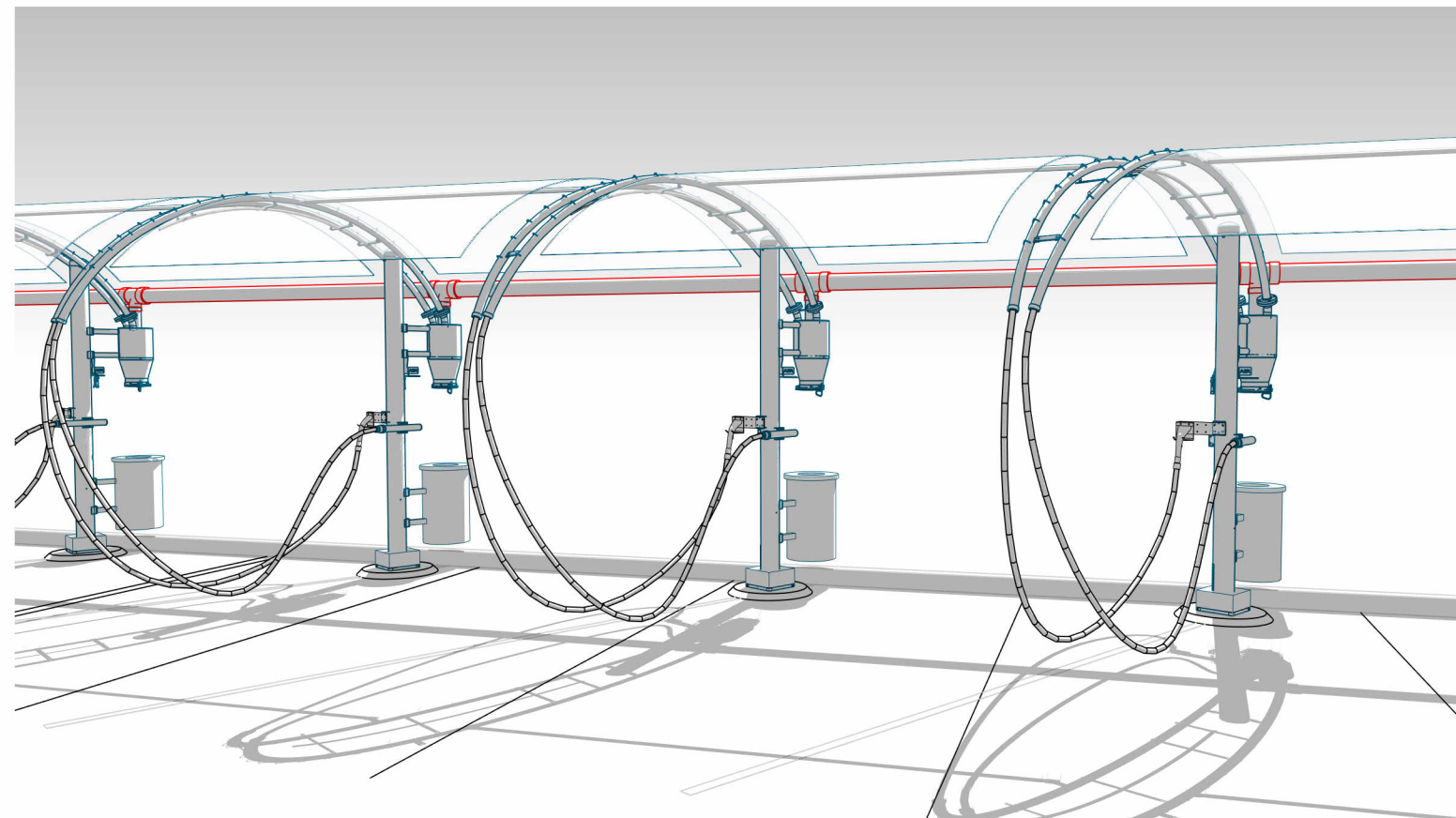
**Step 3:** Awnings are shipped to site w/ instructions.

**Maintenance:**

System longevity under continuous operation is extended by regular maintenance. Issues commonly result from failure to remove obstructions in the piping system, replace damaged or worn parts, or not regularly changing filter bags. Refer to Vacutech maintenance instructions

**Assign a person to central vacuum maintenance:**

To ensure continued trouble free central vacuum system operation and to avoid downtime during periods of heavy use, assign an employee to follow a strict maintenance schedule. Refer to Vacutech recommended maintenance schedule.



Elevation: 545' ASL

**SHEET INDEX**

| NO.  | NAME                    | REV. |
|------|-------------------------|------|
| V001 | COVER SHEET             |      |
| V101 | OVERALL SITE PLAN       |      |
| V111 | VACUUM SITE PLAN - A    |      |
| V112 | VACUUM SITE PLAN - B    |      |
| V121 | VAC. SITE ISOMETRIC - A |      |
| V122 | VAC. SITE ISOMETRIC - B |      |

THIS PRELIMINARY DRAWING IS THE PROPERTY OF VACUTECH AND IS NOT TO BE USED FOR CONSTRUCTION OR INSTALLATION WITHOUT WRITTEN CONSENT. WRITTEN CONSENT MAY NOT BE PROVIDED BY ANY PERSON, AGENCY, OR DEALER NOT AUTHORIZED BY VACUTECH.



1350 HI-TECH DRIVE  
SHERIDAN, WY 82801  
PHONE: (307) 675-1982  
EMAIL: vacinfo@ncswash.com  
WEB: www.vacutechllc.com

**WASH GUYS 13**

**26780 US HIGHWAY 380  
LITTLE ELM, TEXAS 76227**

| # | Revision | By | Chk | Date |
|---|----------|----|-----|------|
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |

| COVER SHEET    |         | V001 |
|----------------|---------|------|
| Project Number | 111934  |      |
| Date           | 4/18/22 |      |
| Drawn By       | ML      |      |
| Checked By     | TD      |      |

4/18/2022 10:08:30 AM



**\*THIS DRAWING IS PRELIMINARY AND NOT TO BE USED FOR CONSTRUCTION\***

**CONSTRUCTION NOTES**

GENERAL NOTES:

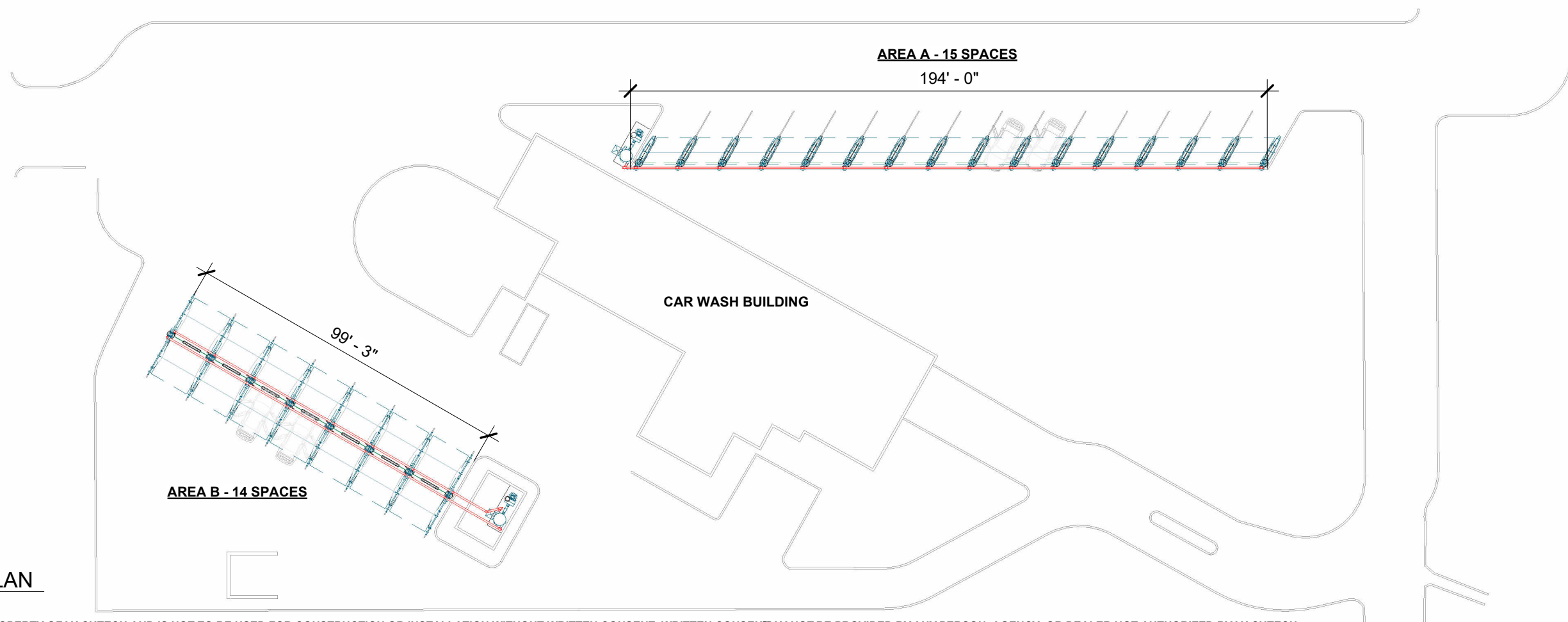
- a. ALL DIMENSIONS TO BE FIELD VERIFIED BY OWNER
- b. IF VACUUM EQUIPMENT IS ENCLOSED WITH ROOF/CEILING, REFER TO VENTILATION REQUIREMENTS UNDER EQUIPMENT WARRANTY INFORMATION
- c. PIER DESIGN AND REINFORCEMENT FOR CONCEPTUAL USE ONLY. CONSULT STRUCTURAL ENGINEER IN YOUR AREA FOR SPECIFIC DESIGN CRITERIA.
- d. COMPLY WITH ALL STATE/ COUNTY BUILDING CODES IN YOUR AREA

EQUIPMENT & MATERIAL:

- a. RUN COMPRESSED AIR TO AIR COMPRESSOR LOCATION **(BY OTHERS)**
- b. WALL PENETRATION: CORE DRILLING MAY BE REQUIRED FIELD VERIFY HEIGHT
- c. **14'Lx5'Wx4"H MINIMUM FLAT AND LEVEL CONCRETE FLOOR SPACE REQUIRED FOR VACUUM EQUIPMENT VERIFY SEPARATOR WILL FIT THROUGH DOOR (60" CLEAR OPENING WIDTH RECOMMENDED) - BOTH AREAS**

VACUUM & PLUMBING:

- a. SUPPORT SCHEDULE 40 PVC OVERHEAD DRY/WET VACUUM PIPE EVERY 6' MAXIMUM; USE UNISTRUT & CLAMP OR OTHER SUPPORT **(PROVIDED BY OTHERS)**
- b. ALL FITTINGS TO BE 'DWV'



1 OVERALL SITE PLAN

THIS PRELIMINARY DRAWING IS THE PROPERTY OF VACUTECH AND IS NOT TO BE USED FOR CONSTRUCTION OR INSTALLATION WITHOUT WRITTEN CONSENT. WRITTEN CONSENT MAY NOT BE PROVIDED BY ANY PERSON, AGENCY, OR DEALER NOT AUTHORIZED BY VACUTECH.



1350 HI-TECH DRIVE  
SHERIDAN, WY 82801  
PHONE: (307) 675-1982  
EMAIL: vacinfo@ncswash.com  
WEB: www.vacutechllc.com

**WASH GUYS 13**

26780 US HIGHWAY 380  
LITTLE ELM, TEXAS 76227

| # | Revision | By | Chk | Date |
|---|----------|----|-----|------|
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |

| OVERALL SITE PLAN |         | V101 |
|-------------------|---------|------|
| Project Number    | 111934  |      |
| Date              | 4/18/22 |      |
| Drawn By          | ML      |      |
| Checked By        | TD      |      |

4/18/2022 10:08:35 AM



**\*THIS DRAWING IS PRELIMINARY AND NOT TO BE USED FOR CONSTRUCTION\***

**VACUUM AREA A**

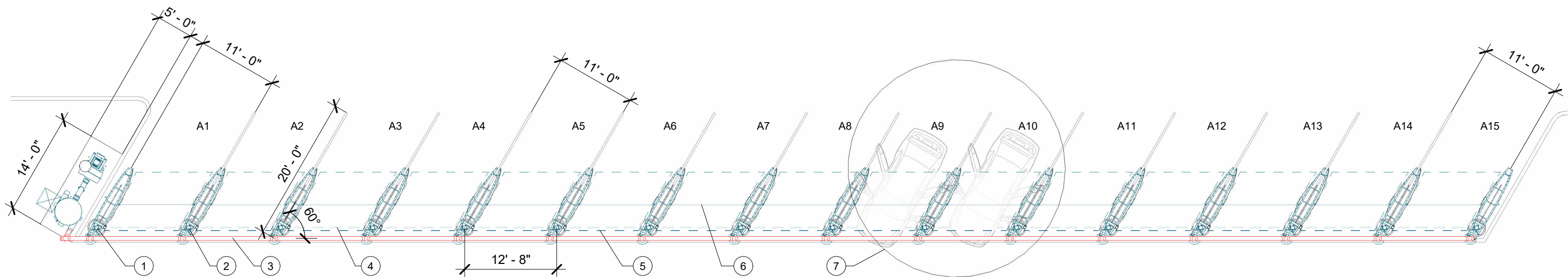
| QTY | ITEM                            |
|-----|---------------------------------|
| 2   | SINGLE USER UMBRELLA ARCH       |
| 14  | DUAL USER UMBRELLA ARCH         |
| 15  | CLAW VACUUM TOOL & HOLDER       |
| 15  | CREVICE VACUUM TOOL & HOLDER    |
| 15  | CLAW TOOL EXTENSION BRACKET     |
| 30  | 1-1/2"x15' VACUUM HOSE          |
| 16  | AIR NOZZLE & HOSE               |
| 16  | AIR TOOL HANGER                 |
| 16  | 30 GALLON WASTE RECEPTACLE      |
| 16  | 6' LED LIGHT                    |
| 15  | 9' - 16'-6" ADJUSTABLE CROSSBAR |
| 15  | FABRIC AWNING                   |

**VACUUM EQUIPMENT A**

| QTY | ITEM                           |
|-----|--------------------------------|
| 1   | 60HP T5 DIRECT DRIVE TURBINE   |
| 1   | 8" T5 OUTDOOR EXHAUST SILENCER |
| 1   | 45x96 FILTER SEPARATOR         |

**SITE PLAN - AREA A**

| ITEM | DESCRIPTION  |
|------|--|
| 1    | SINGLE USER UMBRELLA ARCH AT ENDS OF VACUUM SPACES |
| 2    | DUAL USER UMBRELLA ARCH BETWEEN VACUUM SPACES      |
| 3    | 6" OVERHEAD ALUMINUM VACUUM TUBE BETWEEN ARCHES    |
| 4    | BURIED COMPRESSED AIR LINE (BY OTHERS)             |
| 5    | FABRIC AWNING                                      |
| 6    | 9' - 16'-6" ADJUSTABLE CROSSBAR                    |
| 7    | 15' HOSE REACH                                     |



1 SITE PLAN - AREA A

THIS PRELIMINARY DRAWING IS THE PROPERTY OF VACUTECH AND IS NOT TO BE USED FOR CONSTRUCTION OR INSTALLATION WITHOUT WRITTEN CONSENT. WRITTEN CONSENT MAY NOT BE PROVIDED BY ANY PERSON, AGENCY, OR DEALER NOT AUTHORIZED BY VACUTECH.



1350 HI-TECH DRIVE  
SHERIDAN, WY 82801  
PHONE: (307) 675-1982  
EMAIL: vacinfo@ncswash.com  
WEB: www.vacutecchllc.com

**WASH GUYS 13**  
26780 US HIGHWAY 380  
LITTLE ELM, TEXAS 76227

| # | Revision | By | Chk | Date |
|---|----------|----|-----|------|
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |

| VACUUM SITE PLAN - A |         | V111 |
|----------------------|---------|------|
| Project Number       | 111934  |      |
| Date                 | 4/18/22 |      |
| Drawn By             | ML      |      |
| Checked By           | TD      |      |

4/18/2022 10:08:40 AM

**\*THIS DRAWING IS PRELIMINARY AND NOT TO BE USED FOR CONSTRUCTION\***

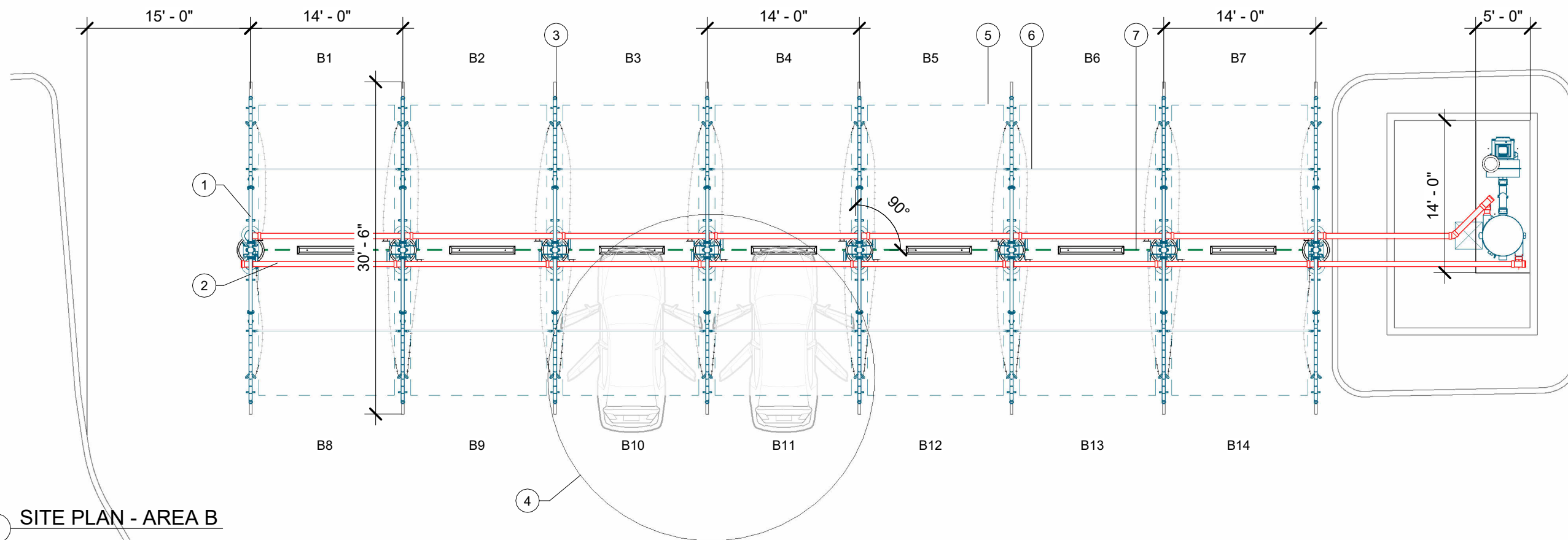
**VACUUM AREA B**

| QTY | ITEM                             |
|-----|----------------------------------|
| 2   | SINGLE USER FULL PALM ARCH       |
| 6   | DUAL USER FULL PALM ARCH         |
| 14  | CLAW VACUUM TOOL & HOLDER        |
| 14  | CREVICE VACUUM TOOL & HOLDER     |
| 4   | FULL PALM CREVICE BRACKET SINGLE |
| 12  | FULL PALM U BRACKET              |
| 14  | L-EXTENSION BRACKET              |
| 28  | 1-1/2"x15' VACUUM HOSE           |
| 16  | AIR NOZZLE & HOSE                |
| 16  | AIR TOOL HANGER                  |
| 16  | 30 GALLON WASTE RECEPTACLE       |
| 16  | 8' LED LIGHT                     |
| 14  | 9' - 16'-6" ADJUSTABLE CROSSBAR  |
| 14  | FABRIC AWNING                    |

**VACUUM EQUIPMENT B**

| QTY | ITEM                          |
|-----|-------------------------------|
| 1   | 60HP T5 DIRECT DRIVE TURBINE  |
| 1   | 8" T5 INDOOR EXHAUST SILENCER |
| 1   | 45x96 FILTER SEPARATOR        |

| SITE PLAN - AREA B |   |
|--------------------|---|
| ITEM               | DESCRIPTION   |
| 1                  | SINGLE USER FULL PALM ARCH AT ENDS OF VACUUM SPACES |
| 2                  | 6" OVERHEAD ALUMINUM VACUUM TUBE BETWEEN ARCHES     |
| 3                  | DUAL USER FULL PALM ARCH BETWEEN VACUUM SPACES      |
| 4                  | 15' HOSE REACH                                      |
| 5                  | FABRIC AWNING                                       |
| 6                  | 9' - 16'-6" ADJUSTABLE CROSSBAR                     |
| 7                  | BURIED COMPRESSED AIR LINE (BY OTHERS)              |



1 SITE PLAN - AREA B



THIS PRELIMINARY DRAWING IS THE PROPERTY OF VACUTECH AND IS NOT TO BE USED FOR CONSTRUCTION OR INSTALLATION WITHOUT WRITTEN CONSENT. WRITTEN CONSENT MAY NOT BE PROVIDED BY ANY PERSON, AGENCY, OR DEALER NOT AUTHORIZED BY VACUTECH.



1350 HI-TECH DRIVE  
SHERIDAN, WY 82801  
PHONE: (307) 675-1982  
EMAIL: vacinfo@ncswash.com  
WEB: www.vacutechllc.com

**WASH GUYS 13**

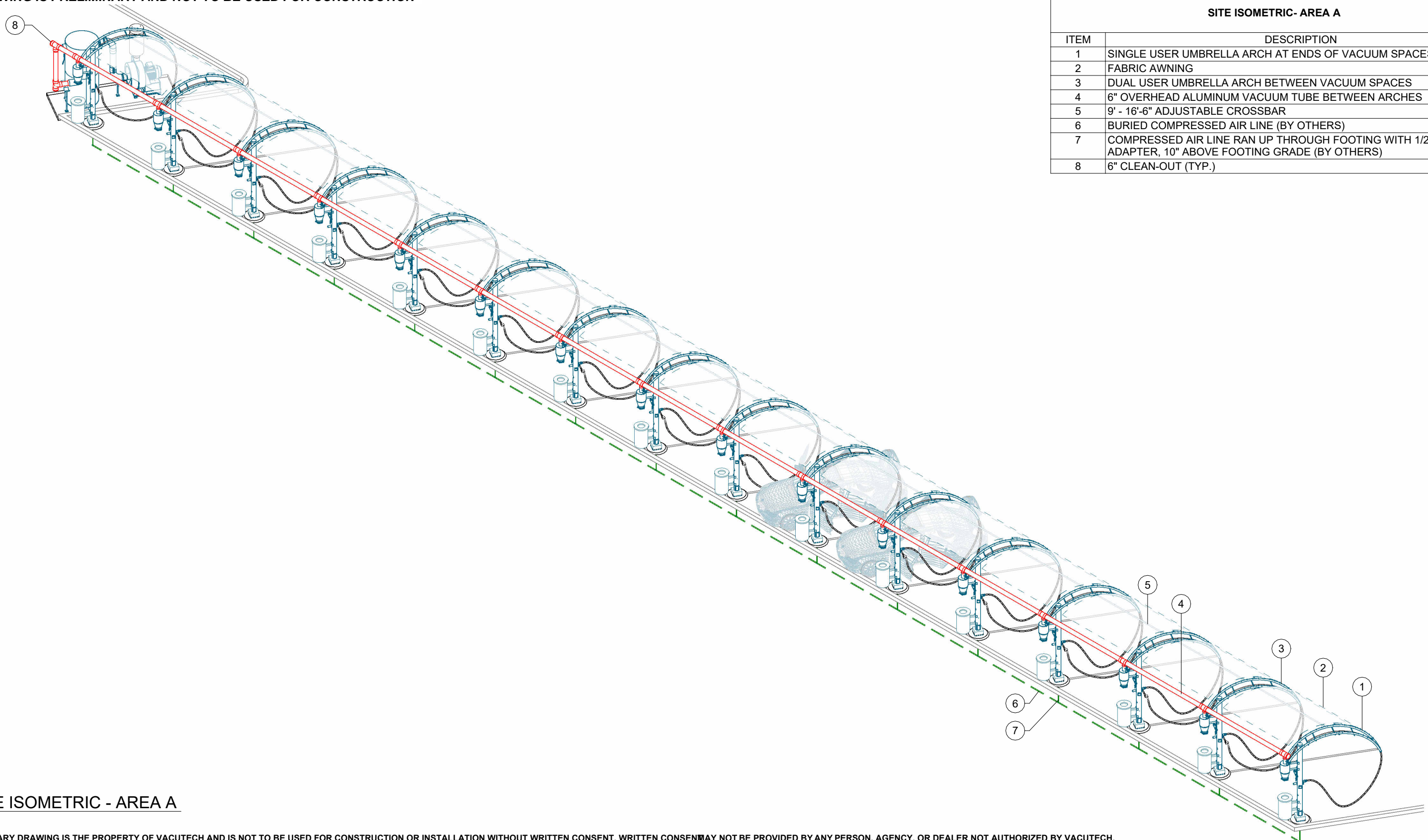
26780 US HIGHWAY 380  
LITTLE ELM, TEXAS 76227

| # | Revision | By | Chk | Date |
|---|----------|----|-----|------|
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |

| VACUUM SITE PLAN - B |         | V112 |
|----------------------|---------|------|
| Project Number       | 111934  |      |
| Date                 | 4/18/22 |      |
| Drawn By             | ML      |      |
| Checked By           | TD      |      |

4/18/2022 10:08:57 AM

**\*THIS DRAWING IS PRELIMINARY AND NOT TO BE USED FOR CONSTRUCTION\***



| SITE ISOMETRIC- AREA A |  |
|------------------------|--|
| ITEM                   | DESCRIPTION  |
| 1                      | SINGLE USER UMBRELLA ARCH AT ENDS OF VACUUM SPACES   |
| 2                      | FABRIC AWNING  |
| 3                      | DUAL USER UMBRELLA ARCH BETWEEN VACUUM SPACES  |
| 4                      | 6" OVERHEAD ALUMINUM VACUUM TUBE BETWEEN ARCHES  |
| 5                      | 9' - 16'-6" ADJUSTABLE CROSSBAR  |
| 6                      | BURIED COMPRESSED AIR LINE (BY OTHERS)   |
| 7                      | COMPRESSED AIR LINE RAN UP THROUGH FOOTING WITH 1/2" FIPT ADAPTER, 10" ABOVE FOOTING GRADE (BY OTHERS) |
| 8                      | 6" CLEAN-OUT (TYP.)  |

1 SITE ISOMETRIC - AREA A

THIS PRELIMINARY DRAWING IS THE PROPERTY OF VACUTECH AND IS NOT TO BE USED FOR CONSTRUCTION OR INSTALLATION WITHOUT WRITTEN CONSENT. WRITTEN CONSENT MAY NOT BE PROVIDED BY ANY PERSON, AGENCY, OR DEALER NOT AUTHORIZED BY VACUTECH.

**NCNCS** VACUTECH  
VACUUMS BY

1350 HI-TECH DRIVE  
 SHERIDAN, WY 82801  
 PHONE: (307) 675-1982  
 EMAIL: vacinfo@ncswash.com  
 WEB: www.vacutechllc.com

**WASH GUYS 13**

26780 US HIGHWAY 380  
 LITTLE ELM, TEXAS 76227

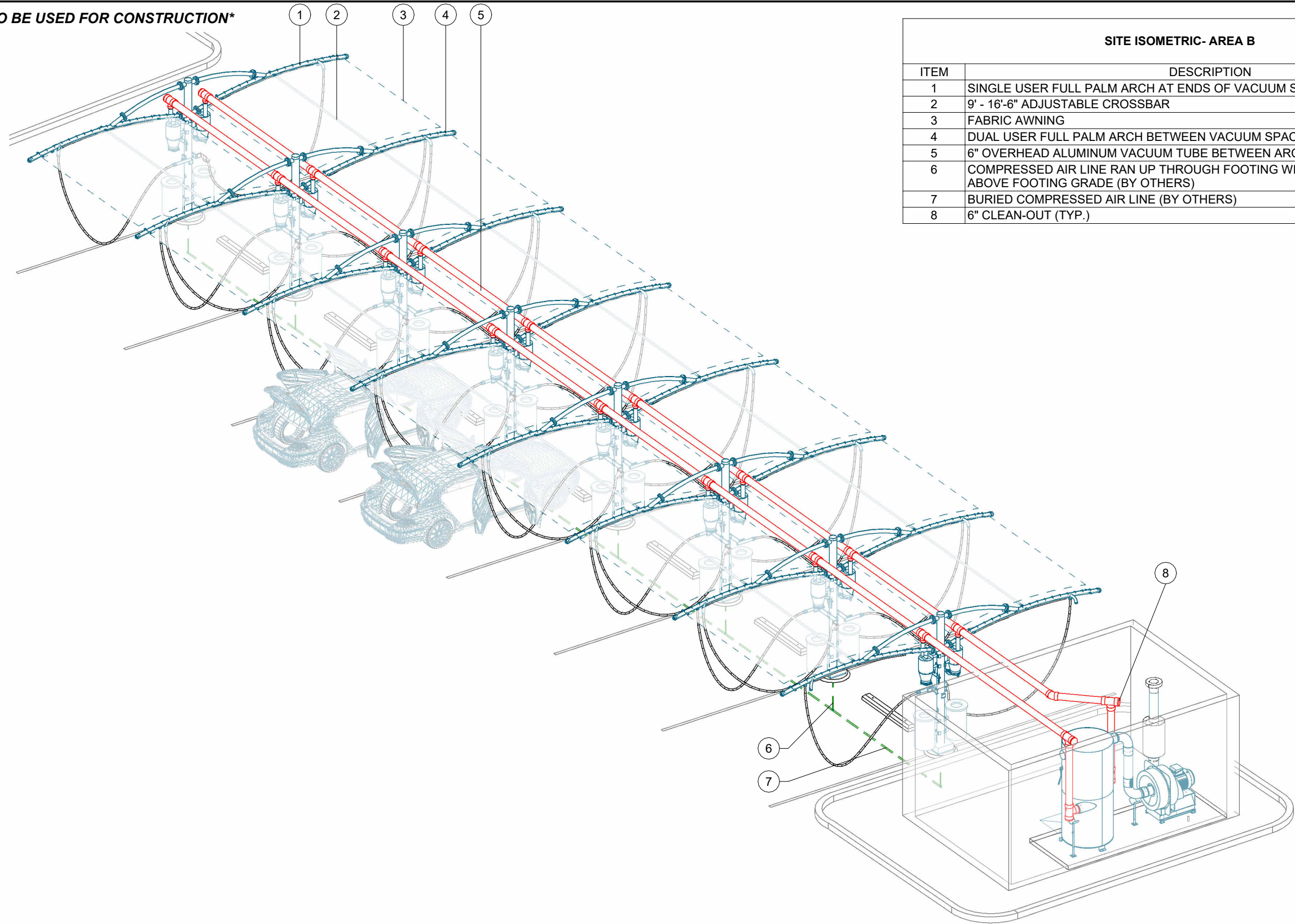
| # | Revision | By | Chk | Date |
|---|----------|----|-----|------|
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |

| VAC. SITE ISOMETRIC - A |         | V121 |
|-------------------------|---------|------|
| Project Number          | 111934  |      |
| Date                    | 4/18/22 |      |
| Drawn By                | ML      |      |
| Checked By              | TD      |      |

4/18/2022 10:09:01 AM



**\*THIS DRAWING IS PRELIMINARY AND NOT TO BE USED FOR CONSTRUCTION\***



| SITE ISOMETRIC- AREA B |  |
|------------------------|--|
| ITEM                   | DESCRIPTION  |
| 1                      | SINGLE USER FULL PALM ARCH AT ENDS OF VACUUM SPACES  |
| 2                      | 9' - 16'-6" ADJUSTABLE CROSSBAR  |
| 3                      | FABRIC AWNING  |
| 4                      | DUAL USER FULL PALM ARCH BETWEEN VACUUM SPACES   |
| 5                      | 6" OVERHEAD ALUMINUM VACUUM TUBE BETWEEN ARCHES  |
| 6                      | COMPRESSED AIR LINE RAN UP THROUGH FOOTING WITH 1/2" FIPT ADAPTER, 10" ABOVE FOOTING GRADE (BY OTHERS) |
| 7                      | BURIED COMPRESSED AIR LINE (BY OTHERS)   |
| 8                      | 6" CLEAN-OUT (TYP.)  |

1 SITE ISOMETRIC - AREA B

THIS PRELIMINARY DRAWING IS THE PROPERTY OF VACUTECH AND IS NOT TO BE USED FOR CONSTRUCTION OR INSTALLATION WITHOUT WRITTEN CONSENT. WRITTEN CONSENT MAY NOT BE PROVIDED BY ANY PERSON, AGENCY, OR DEALER NOT AUTHORIZED BY VACUTECH.



1350 HI-TECH DRIVE  
SHERIDAN, WY 82801  
PHONE: (307) 675-1982  
EMAIL: vacinfo@ncswash.com  
WEB: www.vacutechllc.com

**WASH GUYS 13**  
26780 US HIGHWAY 380  
LITTLE ELM, TEXAS 76227

| # | Revision | By | Chk | Date |
|---|----------|----|-----|------|
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |
|   |          |    |     |      |

| VAC. SITE ISOMETRIC - B |         | V122 |
|-------------------------|---------|------|
| Project Number          | 111934  |      |
| Date                    | 4/18/22 |      |
| Drawn By                | ML      |      |
| Checked By              | TD      |      |

4/18/2022 10:09:06 AM