



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

**Tuesday, August 5, 2025**

**6:00 PM**

**Little Elm Town Hall**

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

1. **Call to Order Council Workshop at 6:00 p.m.**
  - A. Present and Discuss the **Remaining 2025 Town Council Meeting Dates.**
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  - C. Items to be Withdrawn from Consent Agenda.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. **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.*

4. **Consent Agenda**

*All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately.*

A. Consider Action to Approve the **Minutes from the July 15, 2025, Regular Town Council Meeting and the July 16, 2025, Town Council Strategic Plan Retreat.**

B. Consider Action to Approve a **Service Agreement with SPAN, Inc. for Demand Response Transit Services for the 2025-2026 Fiscal Year in an amount not to exceed \$92,495.**

C. Consider Action to Approve a **Professional Services Agreement with Freese and Nichols, Inc. for Design, Bid and Construction Phase Services for Phase 1 of the Wastewater Treatment Plant Rehabilitation Project, in an Amount not to Exceed \$632,404.**

D. Consider Action to Approve a **Development Agreement Associated with the Lakefront Residential Overlay District, between the Town of Little Elm and Kulsoom Ahmed, Property Owners of 803 Hillside Beach Drive.**

E. Consider Action to Approve a **Special Events Permit for Diwali at Beach.**

5. **Regular Items.**

- A. Present and Discuss the **Submission of the Fiscal Year 2025-2026 Proposed Budget and Budget Message by the Town Manager.**

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

- Section 551.071 for private consultation with the Town Attorney 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 personnel matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

7. **Reconvene into Open Session**

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

- Section 551.071 for private consultation with the Town Attorney 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 personnel matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

8. **Adjourn.**

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

Persons with disabilities who plan to attend this meeting and who may need auxiliary aide of service such as interpreters for the hearing impaired, reader or large print are requested to contact the secretary at 214-975-0452 two days prior to the meeting so appropriate arrangements can be made.  
**BRaille IS NOT PROVIDED.**

Respectfully,

Town Secretary

**This is to certify that the above notice was posted on the Town's website this 31st day of July 2025 before 5:00 p.m.**





**Date:** 08/05/2025  
**Agenda Item #:** 1. A.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Caitlan Biggs, Director of Administrative Services/Town Secretary

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**AGENDA ITEM:**

Present and Discuss the **Remaining 2025 Town Council Meeting Dates.**

**DESCRIPTION:**

Town Staff requests direction from Town Council regarding the October 7, 2025, regular Town Council meeting due to National Night Out. Staff is proposing to reschedule this meeting to Tuesday, September 29, 2025.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff requests direction from Town Council.

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**Date:** 08/05/2025  
**Agenda Item #:** 4. A.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Caitlan Biggs, Director of Administrative Services/Town Secretary

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**AGENDA ITEM:**

Consider Action to Approve the **Minutes from the July 15, 2025, Regular Town Council Meeting and the July 16, 2025, Town Council Strategic Plan Retreat.**

**DESCRIPTION:**

The minutes from the July 15, 2025, Regular Town Council Meeting and the July 16, 2025, Town Council Strategic Plan Retreat are attached for approval.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Minutes - July 15, 2025

Minutes - July 16, 2025

# 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 JULY 15, 2025 - 6:00 p.m.

Present: Mayor Curtis J. Cornelious; Council Member Jamell T. Johnson; Mayor Pro Tem Tony Singh; Deputy Mayor Pro Tem Andrew Evans; Council Member Michel Hambrick; Council Member Ken Eaken; Council Member Idalia Maria Amaya

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, Assistant Town Manager; Doug Peach, Deputy Town Manager; Jason Shroyer, Director of Public Works; Paul Rust, Fire Chief; Robert Brown, Town Attorney; Rodney Harrison, Police Chief; Shea Rodgers, Chief Information Officer; Sherelle Evans-Jones, Finance Director; Wesley Brandon, Director of Development Services

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

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

#### A. Present and Discuss a **Recap of Red, White, and Beach.**

*Director of Tourism and Communications Drew Bailey 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.

*Council Member Michel Hambrick gave the invocation.*

#### B. Pledge to Flags.

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

*Item 5F has been pulled from the Consent Agenda.*

- 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.

***Mayor Pro Tem Tony Singh would like a future item on regulation of e-bikes and similar vehicles.***

- 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.*

- ***Assistant Director of Culture & Engagement Tiffany Thomson recognized Travis Calendine, Jon Bailey, and Chris Wright.***
- ***Town Manager Matt Mueller gave an update on the lighting of the water tower in green in support of the Hill Country.***

- 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 **Recognition to Volunteers from Brew & Que.**

***The Mayor presented the certificates.***

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.*

- ***Robert Medegovich with CWD spoke about their efforts to aid the efforts in the Hill Country.***

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 Jamell T. Johnson, seconded by Council Member Michel Hambrick **to approve Consent Agenda, removing 5F.**

**Vote:** 7 - 0 - Unanimously

- A. Consider Action to Approve the **Minutes from the July 1, 2025, Town Council Meeting.**
  - B. Consider Action to Approve **Resolution No. 0715202501 Suspending the July 31, 2025, Effective Date of Oncor Electric Delivery Company's Requested Rate Change to Permit the Town Time to Study the Request and to Establish Reasonable Rates; Approving Cooperation with the Steering Committee of Cities Served by Oncor to Hire Legal and Consulting Services and to Negotiate with the Company and Direct any Necessary Litigation and Appeals; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; Requiring Notice of this Resolution to the Company and Legal Counsel for the Steering Committee.**
  - C. Consider Action to Approve **Resolution No. 0715202502 Establishing a Public Hearing Date to Consider Approval of Updated Land Use Assumptions, Capital Improvement Plans, and Impact Fees for Water, Wastewater, and Roadways; and Providing an Effective Date.**
  - D. Consider Action to Approve a **Development Agreement between the Town of Little Elm and Landmark Heights LLC and Universal Heights LLC, regarding the Removal of Trees on Approximately Ten (10) Acres of Land near the intersection of Eldorado Parkway and Dickson Lane.**
  - E. Consider Action to Approve a **Purchase Agreement with Consolidated Traffic Controls, Inc., for the Purchase of Emergency Flashers for the Little Elm Public Safety Annex Project in an amount not to exceed \$67,000.**
  - F. Consider Action to Approve a **Waiver of Fees for the Rock the Dock 1K and 5K Run.**
  - G. Consider Action to Approve a **Performance Agreement between Little Elm Economic Development Corporation and Mudbugs Bar & Grill, LLC.**
  - H. Consider Action to Approve a **Ground Lease Purchase Agreement between Little Elm Economic Development and Play With Your Food, LLC.**
6. **Convene in Executive Session pursuant to Texas Government Code:**
- Section 551.071 for private consultation with the Town Attorney 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 personnel matters

- to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

***Council convened into Executive Session at 6:44 p.m.***

**7. Reconvene into Open Session**

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

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

***Town Council reconvened into Open Session at 7:37 p.m.***

Motion by Council Member Idalia Maria Amaya, seconded by Deputy Mayor Pro Tem Andrew Evans ***To approve the employment agreement between Matt Mueller and Town of Little Elm.***

**Vote:** 7 - 0 - Unanimously

Motion by Council Member Idalia Maria Amaya, seconded by Deputy Mayor Pro Tem Andrew Evans ***To approve the severance agreement between Matt Mueller and Town of Little Elm***

**Vote:** 7 - 0 - Unanimously

**8. Adjourn.**

Respectfully,

**Caitlan Biggs**  
Town Secretary

Passed and Approved this 5th day of August 2025.

# DRAFT

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

## TOWN COUNCIL STRATEGIC PLAN RETREAT WEDNESDAY JULY 16, 2025 - 12:00 p.m.

Present: Mayor Curtis J. Cornelious; Council Member Jamell T. Johnson; Mayor Pro Tem Tony Singh; Deputy Mayor Pro Tem Andrew Evans; Council Member Michel Hambrick; Council Member Ken Eaken; Council Member Idalia Maria Amaya

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, Assistant Town Manager; Doug Peach, Deputy Town Manager; Jason Shroyer, Director of Public Works; Paul Rust, Fire Chief; Robert Brown, Town Attorney; Rodney Harrison, Police Chief; Shea Rodgers, Chief Information Officer; Sherelle Evans-Jones, Finance Director; Wesley Brandon, Director of Development Services

### 1. Call to Order Strategic Plan Retreat at 12:00 p.m.

*Meeting called to order at 12:07 p.m.*

### 2. 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.*

### 3. Present and Discuss an Update on the Town of Little Elm Strategic Plan.

*Town staff reviewed the progress on the current strategic plan and the facilitators reviewed feedback for the updated strategic plan process.*

### 4. Adjourn.

*Meeting was adjourned at 4:25 p.m.*

Respectfully,

**Caitlan Biggs**

Town Secretary

Passed and Approved this 5th day of August 2025.





**Date:** 08/05/2025  
**Agenda Item #:** 4. B.  
**Department:** Administrative Services  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Doug Peach, Deputy Town Manager

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**AGENDA ITEM:**

Consider Action to Approve a **Service Agreement with SPAN, Inc. for Demand Response Transit Services for the 2025-2026 Fiscal Year in an amount not to exceed \$92,495.**

**DESCRIPTION:**

SPAN, Inc. has presented a Service Agreement for Demand Response Transit Services in the amount not-to-exceed \$92,495 for the 2025-2026 fiscal year for the Town's consideration. This agreement is consistent with agreements between the Town and SPAN for this type of service over the past ten years. Through this agreement, SPAN provides demand response transit services for Town residents who are age 60 or over, veterans, and people with documented disabilities for \$3.00 per trip for the person utilizing the service. During the current fiscal year from October 2024 to June 2025, SPAN has completed 3,048 trips for 61 unduplicated Little Elm residents.

**BUDGET IMPACT:**

Funding for this item will be included in the Fiscal Year 2025-2026 proposed budget.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

SPAN Agreement  
Presentation

STATE OF TEXAS                   §  
COUNTY OF DENTON           §

## INTERLOCAL AGREEMENT FOR SERVICES

**THIS SERVICE AGREEMENT** ("Agreement") is entered into by and between Little Elm, Texas ("TOWN") acting by and through its duly authorized designee and Span, Inc. ("SPAN"), a Texas non-profit corporation operating in Denton County, Texas as an organization described in Section 501(c)(3) of the Internal Revenue Code, acting by and through its duly authorized Executive Director. The TOWN or SPAN may hereinafter be referred to individually as a "Party" or collectively as "Parties."

### RECITALS:

- WHEREAS,** SPAN enables people to live as fully and independently as possible by providing nutrition, transportation and social services to older persons, persons with disabilities, veterans, and the general public; and
- WHEREAS,** the success of or failure of the SPAN's purposes and goals has a relation to the health and welfare of the citizens of the TOWN; and
- WHEREAS,** the TOWN is charged with the responsibility of promoting and preserving the health, safety, peace, good government, and welfare of its citizens; and
- WHEREAS,** the TOWN recognizes that it needs transportation alternatives for its elderly, and disabled citizens to seek routine medical care and to deal with daily routine matters, and the TOWN desires to assist and provide public transportation to said citizens; and
- WHEREAS,** TOWN desires to engage SPAN as an independent contractor, and not as a joint venture, partnership, or employee, to provide the transportation services described herein; and
- WHEREAS,** SPAN is authorized as a non-profit corporation, authorized under the Texas Transportation Code to provide this type of transportation to municipalities found in whole or in part within Denton County, Texas; and
- WHEREAS,** SPAN desires to provide transportability services for TOWN on the terms and conditions set forth in this Agreement.

**NOW THEREFORE,** in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

## **Article I Term**

1.01. This Agreement shall commence on October 1, 2025 ("Effective Date") and continue until September 30, 2026.

1.02. Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party, subject to federal requirements related to public transportation.

## **Article II Service**

2.01. In accordance with this Agreement, SPAN shall provide door-to-door demand response transit services to TOWN's residents who are sixty (60) years of age or older and persons with documented disabilities.

2.02. Riders shall be picked up within service area and taken anywhere in the SPAN/TOWN transit service destination area shown on Exhibit "A" hereto ("Service Area"), at a cost to the Riders of Three Dollars (\$3.00). The Riders shall remit the total fare recited in this section at or prior to the time the service is rendered. SPAN Transportation policy and procedures are attached hereto and incorporated herein as Exhibit "B" ("the Policy").

2.03. Situations may arise when Riders call and request service that is not identified as a part of the Service Area. SPAN may make a request to the TOWN's appointed representative to accommodate the Rider by temporarily transporting outside of the Service Area. The Service Area may be more permanently amended at the request of either Party, if both Parties mutually agree to such amendment of Exhibit A in writing.

2.04. Riders may call at least two (2) days in advance, but no more than two (2) weeks in advance, to set up appointments for pick-up and drop off. Riders may schedule a ride by calling SPAN'S Transportation Office at 940-382-1900, weekdays between the hours of 8:00 a.m. and 2:00 p.m.

2.05. Demand response transit service is available between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding Saturday, Sunday, major holidays

and subject to capacity constraints and availability.

### **Article III**

#### **Schedule of Work**

3.01. SPAN shall provide all equipment, facilities, qualified employees, training, and insurance necessary to establish a demand response transit service for the Riders. SPAN shall further establish, operate, and maintain an accounting system for this program that will allow for a tracking of services provided to Riders and a review of the financial status of the program. SPAN shall also track and break down the information regarding the number of one-way trips it provides to Riders.

3.02. SPAN will be responsible for verifying and documenting the eligibility of Riders. SPAN reserves the right to determine on an individual basis whether SPAN has the capability to safely transport a Rider, based on the information provided. If SPAN determines that a Rider cannot safely be transported, SPAN shall decline transportation and shall provide documentation as to the reason why service was declined.

3.03. The TOWN shall have the right to review the activities and financial records kept incident to the services provided to the Riders by SPAN under this Agreement. In addition, SPAN shall provide monthly ridership information to the TOWN appointed designee specifically identifying the number of Rider trips, including rider origination, destination, and purpose.

3.04. SPAN will inform riders that their trips to the doctor or dentist's office, drug store or other location may qualify as a Medicaid eligible trip. SPAN will direct potential Medicaid eligible riders to call Texas Health and Human Services to schedule free transportation through Medicaid by calling toll free 1-877-633-8747 (TTY: 1-800-735-2989) or 1-877-MED-TRIP, Monday through Friday between 8:00 a.m. and 5:00 p.m., at least two days before their appointment or trip.

### **Article IV**

#### **Compensation and Method of Payment**

#### **Article IV**

##### **Compensation and Method of Payment**

4.01. SPAN shall seek compensation for its services from two sources:

1.) Riders – each rider shall pay SPAN a price of Three Dollars (\$3.00) per one-way trip, to be collected by SPAN at the time of such trip.

2.) TOWN – the TOWN agrees to pay a fee for service of Twenty-One Dollars and Ninety-Six Cents (**\$21.96**) per one-way trip. SPAN will invoice the TOWN monthly based on actual rides performed. The town's projected trip count for October 1, 2025 –

September 30, 2026, is **4,212** one-way trips. Based on this estimate, the total fee for service for FY26 will be **\$92,495.52**. However, this amount is only an estimate; the actual fee for service will be based on the number of actual rides performed.

4.02. In no event shall the TOWN be invoiced more than Ninety-Two Thousand Five Hundred Dollars (\$92,500.00) for the term of this Agreement. In the event that actual ridership exceeds the projected estimate, SPAN agrees to absorb any additional costs beyond the \$92,500 cap in order to maintain service levels. The TOWN will not be responsible for any charges exceeding this amount.

## **Article V**

### **Devotion of Time, Personnel, and Equipment**

5.01. SPAN shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should TOWN require additional services not included under this Agreement, SPAN shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with SPAN's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.02. To the extent reasonably necessary for SPAN to perform the services under this Agreement, SPAN shall be authorized to engage the services of any agents, assistants, persons, or corporations that SPAN may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid SPAN hereunder and shall not otherwise be reimbursed by TOWN unless otherwise agreed to in writing.

5.03. The TOWN shall not be required to furnish any facilities, equipment, or personnel necessary to perform the services required under this Agreement unless otherwise provided herein. The Services provided under this Agreement are based on availability.

5.04 SPAN reserves the right to suspend or terminate Riders who violate SPAN's policies and procedures.

## **Article VI**

### **Miscellaneous**

6.01. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.02. Assignment. Neither Party may assign this Agreement without the prior

written consent of the other Party.

6.03. Successor and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.04. Mediation. In the event of any dispute regarding this Agreement or the terms contained herein, the Parties hereto agree that they shall submit such dispute to non-binding mediation, prior to any litigation being filed.

6.05. Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in Denton County, Texas or the Federal courts having jurisdiction over claims arising in Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.06. Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.07. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.08. Independent Contractor. It is understood and agreed by and between the Parties that SPAN, in satisfying the conditions of this Agreement, is acting independently. All services to be performed by SPAN pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of TOWN. SPAN shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. Nothing contained herein shall constitute or provide for as a waiver of the TOWN's immunity under state or federal law.

6.09. Notice. Any notice required or permitted to be delivered hereunder may be sent by electronic mail, first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for TOWN:  
Matt Mueller  
Town of Little Elm  
100 W. Eldorado Parkway  
Little Elm, Texas 75068

214-975-0400  
If intended for SPAN:  
Michelle McMahon  
Executive Director  
Span, Inc.  
1800 Malone Street  
Denton, Texas 76201  
940-382-2224 - Office

6.10. Insurance.

(a) SPAN shall during the term hereof maintain in full force and effect the following insurance:

(1) a comprehensive commercial general liability policy of insurance for bodily injury, death, and property damage insuring against all claims, demands or actions relating to SPAN' s performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage with an aggregate of \$2,000,000.00.

(2) policy of automobile liability insurance covering any vehicles owned and/or operated by SPAN, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$5,000,000.00 combined single limit and aggregate for bodily injury and property damage.

(3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of SPAN' s employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

(b) All policies of insurance shall be endorsed and contain the following provisions:

(1) provide TOWN, its officers, and employees with indemnification under all applicable coverage with the exception of Workers Compensation Insurance;

(2) provide for at least thirty (30) days prior written notice to TOWN for cancellation of the insurance;

(3) provide for a waiver of subrogation against TOWN for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. SPAN shall provide written notice to TOWN of any material change of or to the insurance required herein.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas.

(d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by TOWN.

6.11. In performing services under this Agreement, the relationship between the TOWN and SPAN is that of an independent contractor. No term or provision of this Agreement or act of SPAN in the performance of this Agreement shall be construed as making SPAN the agent, servant, or employee of the TOWN. It is expressly understood that the TOWN assumes no operational supervision, control or oversight to the services provided under this Agreement. TOWN does not have any ownership or beneficial interest in the business; and does not share any profits or losses generated from the business.

6.12. Indemnification. TOWN SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF SPAN PURSUANT TO THIS AGREEMENT. SPAN HEREBY WAIVES ALL CLAIMS AGAINST TOWN, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "TOWN") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF TOWN OR BREACH OF TOWN'S OBLIGATIONS HEREUNDER. SPAN AGREES TO INDEMNIFY AND SAVE HARMLESS TOWN FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY SPAN'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF SPAN, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF TOWN, IN WHOLE OR IN PART, IN WHICH CASE SPAN SHALL INDEMNIFY TOWN ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO SPAN AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). SPAN'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY SPAN UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.



6.13. Confidentiality Clause. Subject to the requirements of the Texas Public information Act or as required by Court order, both Parties agree to endeavor to take all reasonable measures to keep in confidence the execution, terms and conditions as well as performance of this Agreement, and the confidential data and information of any Party that another Party may know or access during performance of this Agreement (“Confidential Information”), and shall not disclose, make available or assign such Confidential Information to any third party without the prior written consent of the Party providing the information except as required by the Texas Public Information Act or Court order.

6.14. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all the Parties hereto.

6.15. Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.16. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period following the termination of this Agreement shall survive termination.

[Signature Page to Follow]

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_,2025

TOWN OF LITTLE ELM, TEXAS

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

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_,2025

SPAN, INC

By: \_\_\_\_\_  
Michelle McMahon, Executive Director

**EXHIBIT A**  
**SERVICE AREA**

All of Denton County.

**EXHIBIT B**  
**TRANSPORTATION POLICIES AND PROCEDURES**

Attached as separate document, which may be amended from time to time.



MEALS on WHEELS  
DENTON COUNTY

# LITTLE ELM

## FY 2026 PRESENTATION

*Span, Inc. is a nonprofit established in 1974 that enables people in Denton County to live as fully and independently as possible by providing nutrition and transportation to seniors, people with disabilities, veterans, and other members of the public.*



LITTLE ELM







# WHO IS SPAN/MEALS ON WHEELS?

Span, Inc has been serving the Denton County residents for over 51 years! We have enabled people in our county, to live as fully and independently as possible by consistently providing nutritious meals, reliable and safe transportation to our vulnerable seniors, people with disabilities, honored veterans, and other members of the public.







Span Transportation is a demand response program that provides shared ride services to Denton County residents.

Because of city contributions, we are able to provide low-cost fares to riders over the age of 60 and people with disabilities, going anywhere in Denton County.

**Each one-way trip is \$3.00**





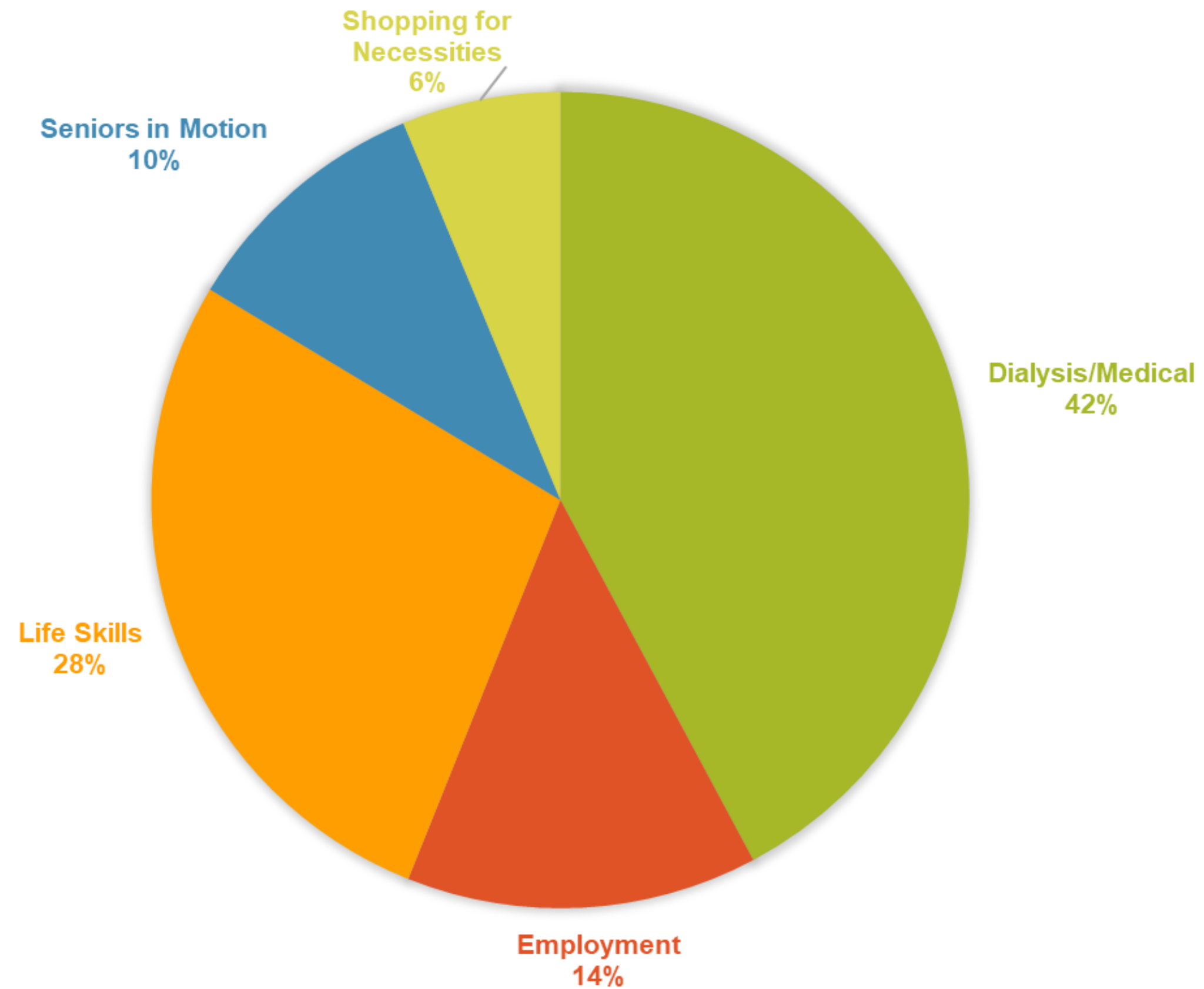
# FY 2026 APPROVED TRIP PURPOSES:

- Non-emergency medical trips
- Shopping for Necessities
- Public Libraries
- Seniors in Motion
- Employment
- Education
- Nutrition
- Recreation
- Life Skills Programs





# YTD FY25 Trip County By Purpose



# OUR TRANSPORTATION TEAM



## DRIVERS

- Trained, Credentialed, and Fully Vetted
- Represented on the Span Safety Committee
- Mission Minded
- Developing Professional Relationships

## DISPATCH

- Trained, Credentialed, and Fully Vetted
- Represented on the Span Safety Committee
- Mission Minded
- Developing Professional Relationships

## SCHEDULING

- Software Assisted Route Scheduling
- Ensure Service Quality and Efficiency
- Maximize Rider Access to Trips
- Applied Route and Driving Experience





# POLICIES AND PROCEDURES 2026

## Reservation Window

- Updated from 1 – 14 days to 2 – 14 days
- Increase the number of people we can serve
  - More efficient Schedules
- 

## Helpful Information

- Updated for new and existing riders
- Based on Frequent Rider Questions
  - Input from Staff
-



# OUR FLEET

- Thirty-Four Fully ADA Compliant Vehicles (35)
- Professional Preventative Maintenance and Repair Staff
- Utilize a Software Maintenance Module to track PM and repairs.
- Vehicles Maintained in State of Good Repair (SGR)
- Audited by TxDOT, NCTCOG, and DPS
- Eight (8) new Mini-Buses Delivered in December 2023 and Two (2) October 2024 with Four (4) more on the way
- All Vehicles Stored and Maintained at Secure Centralized Facility



# TOWN SUPPORT

**3048**

•In FY 2025, October 2024 through June 2025, Span provided 3048 one-way transportation trips

**339**

The projected monthly trip count is Three Hundred Thirty-Nine (339) in FY 2026.

**61**

FY 2025 Unduplicated Riders: 61

**\$21.96**

The rate is \$21.96 per one-way trip

**\$92,495**

The October 1, 2025 – September 30, 2026 Budget Request for Local Contribution is \$92,495





# Questions/Contact



1800 Malone St. Denton, TX 76201



(940) 382-2224



[span@span-transit.org](mailto:span@span-transit.org)



<https://span-transit.org/>





**Date:** 08/05/2025  
**Agenda Item #:** 4. C.  
**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

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#### **AGENDA ITEM:**

Consider Action to Approve a **Professional Services Agreement with Freese and Nichols, Inc. for Design, Bid and Construction Phase Services for Phase 1 of the Wastewater Treatment Plant Rehabilitation Project, in an Amount not to Exceed \$632,404.**

#### **DESCRIPTION:**

The Town of Little Elm Wastewater Treatment Plant (WWTP) operates under a Texas Pollutant Discharge Elimination System (TPDES) permit with an annual average daily flow (AADF) of 4.0 million gallons per day (MGD) and a two-hour peak flow of 16.0 MGD. In 2025, the Town completed an Alternatives Evaluation Report to identify and prioritize capital improvement needs based on the plant's performance and regulatory compliance requirements.

As part of the first phase of recommended improvements, the Town intends to move forward with several near-term upgrades identified in the report. Freese and Nichols, Inc. (FNI) will provide professional engineering services for final design, bidding, and construction phase support for the following project components:

- Installation of variable frequency drives (VFDs) on influent lift station pumps, with Supervisory Control and Data Acquisition (SCADA) integration for improved monitoring and control.
- Electrical upgrades, including modifications to the Electrical Panel Building and installation of a new air conditioning unit.
- Valve vault improvements, including new flow meters, piping replacements, odor control tie-ins, and SCADA connectivity.
- Replacement of Step Screen No. 1 to match the existing Huber Fine Step Screen No. 2, including installation of a hoist, A-frame, and control panel integration.
- Cleaning and inspection of the Aerated Grit Chamber, with temporary bypass setup and installation of flow control weirs.
- Replacement of Final Clarifier No. 2 components, matching recent improvements to Clarifier No. 1.
- Storm Water Pollution Prevention Plan (SWP3) update to meet current regulatory standards and prepare for permit renewal.

- Improvements to the dewatering system to allow operational flexibility between existing equipment.

For this work, Freese has submitted the following cost breakdown:

Project Phase	Phase Fee
Design Phase	\$320,208
Bid Phase	\$26,478
Construction Phase	\$147,774
Construction Inspection Services	\$92,107
Stormwater Pollution Plan Update	\$12,464
Subsurface Utility Engineering Analysis (SUE)	\$33,373
<b>Total</b>	<b>\$632,404</b>

Design is expected to take approximately eight months to complete before the project is advertised for competitive bidding. Funding for this work has been allocated in the Utility Capital Improvement Program.

**BUDGET IMPACT:**

Funding for this project has been programed in the Utility Capital Improvement Program and funding will come from Utility CIP reserves.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Contract



## EXHIBIT B - WORK ORDER

MAPS # \_\_\_\_\_ MAPS DATE: \_\_\_\_\_

CONSULTANT NAME Freese and Nichols, Inc.

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

Work Order #: \_\_\_\_\_

Consultant Project #: \_\_\_\_\_

Project Name: Little Elm WWTP Improvements

### INVOICE SUBMITTAL

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

### OWNER OPTIONAL INFORMATION:

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

## CONSULTANT PROVIDED INFORMATION:

### Scope of Work:

The Town of Little Elm (TOWN) Wastewater Treatment Plant (WWTP) has an annual average daily flow (AADF) of 4.0 million gallons per day (MGD) and a two-hour peak flow of 16.0 MGD based on Texas Pollutant Discharge Elimination System (TPDES) permit issued for the WWTP. The *Alternatives Evaluation Report* (prepared in 2025) identified and prioritized improvements for the TOWN to implement as part of future capital improvement projects based on WWTP performance and compliance. This scope includes several of the near-term recommended improvements from the *Alternative Evaluation Report*.

Freese and Nichols, Inc. (FNI) will provide engineering services for the final design, bidding, and construction phase services for the following scope elements:

1. Installation of variable frequency drives (VFDs) for the four (4) existing influent lift station pumps.
  - Provide the TOWN's wastewater treatment division with visibility of pump station monitoring and controls on SCADA.
  - The influent lift station pumps will not be replaced as part of this project.
2. Modifications to the Electrical Panel Building to accommodate a new four (4) ton air conditioning unit and VFDs.
3. Extension of the existing valve vault to install magnetic flow meters on each individual pump discharge pipe.
  - Pipe and fittings will be replaced from the main discharge header tee to wall coupling for each pump discharge header within the valve vault.
  - Tie-in to the existing odor control piping to provide a new connection to the valve vault.
  - Protective coating system for new piping and valves within the valve vault.
  - Provide ON/OFF/totalizer for the flow meters on SCADA.
4. Demolish and replace Step Screen No. 1 to match the Huber Fine Step Screen No. 2. Screens will share the support mount.
  - Step screen to be sole-sourced to Huber.
  - Provide a new 1-ton hoist and A-frame to aid in screen maintenance.
  - The new fine screen control panel will need to be installed at grade adjacent to the fine screen control panel for Step Screen No. 2.
  - Integrate both step screens with the existing SCADA system.
5. Dewater and remove accumulated debris and grit from the Aerated Grit Chamber. Inspect and document the condition of the structure and make recommendations for a future project. Provide a plan for temporary bypassing pumping during dewatering, debris removal, and inspection.
  - Install 304 stainless steel contracted weirs to achieve flow split improvements while grit chamber is offline.
6. Demolish and replace Final Clarifier No. 2 sludge collection mechanism to match the recently replaced Final Clarifier No. 1. sludge collection mechanism.
  - Scope shall include the drive mechanism, center pier, drive cage and influent well, scum skimmer, scum beach, scum baffles, inlet stack, and anchors.
  - The v-notch weirs will not be replaced as part of this project.
7. Update the Storm Water Pollution Prevention Plan (SWP3) to the latest requirements of the general permit. Provide streamlined processes and tables for the TOWN's use in meeting the requirements of the permit. Develop documentation for the 2026 general permit renewal.
8. Perform work previously documented as part of the WWTP Dewatering Improvements Project to give the TOWN the operational flexibility to operate either sludge feed pump with either volute press. Work will include the installation of signal splitters within each volute press control panel and conduit and wiring between the control panels.

**ARTICLE I - BASIC SERVICES:** Freese and Nichols, Inc. (FNI) shall render the following professional services for the development of the Project:

**A. Phase 1 - Final Design Phase Services:**

1. Perform general administrative duties associated with the Project, including progress monitoring and monthly progress reporting, scheduling, general correspondence, documentation, office administration, project team management, and implementation of a Quality Assurance (QA) and Quality Control (QC) program for the Project, and invoicing for the scope items identified below. Documentation shall be in accordance with the TOWN's requirements for the Project. These duties include maintaining regular communication with the TOWN to help meet the needs of the TOWN in a timely manner and executing work per the work plan, budget, and schedule.
2. Conduct an in-person kickoff meeting to review scope, schedule, and budget; to determine any special conditions that may affect the Project; to discuss administrative requirements of TOWN; and to review Project criteria and the TOWN's goals and expectations for the Project.
3. Prepare a Microsoft Project schedule and provide monthly updates including necessary revisions to bring the Project back on schedule if needed. The Project schedule will not be resource loaded.
4. Manage efforts of internal design team on the Project and perform Quality Control reviews of all deliverables. Quality Control reviews will include use of FNI's Disciplinary QC checklists, provision of QC Plan Documentation and provision of comment/response forms for documenting and responding to TOWN comments on all submittals.
  - a. Perform internal kickoff meeting to discuss project scope and schedule with the team
  - b. Perform monthly internal coordination meeting to track project progress
5. Prepare monthly project reporting including status report, recent activities, upcoming activities, action items log, decisions made log, budget updates, schedule updates, and scope changes. Prepare and submit monthly invoices.
6. Include the following project management deliverables:
  - a. Agendas and minutes for all meetings
  - b. Monthly project reporting
  - c. Monthly invoices
7. Opinions of probable construction cost (OPCC) will be developed as part of this Project, as described in the tasks below.
  - a. FNI has adopted the Association for the Advancement of Cost Engineers (AACE, now AACE International) definitions for opinions of probable construction cost for treatment plant projects. AACE International defines five classes of cost estimates for a project in their Recommended Practice No. 18R 97. The classifications are widely accepted guidelines within the engineering/architecture community for defining levels of project maturity and the expected range of accuracy for associated project cost opinions. The classifications range from Class 5 to Class 1 for the lowest to the highest levels of the project definition. The purpose of these classifications is to improve communication among the project stakeholders involved with preparing, evaluating, and using cost opinions. FNI design services typically fall within Class 5 to Class 3 estimates. Classes 2 and 1 are reserved for bid phase and construction phase pricing coordination by a Contractor. The classification definitions are summarized in the table below.

<b>Estimate Class</b>	<b>Level of Project Definition</b>	<b>End-Use</b>	<b>Expected Accuracy Range</b>
Class 5	0% to 2%	Screening or feasibility	Low: -20% to -50% High: +30% to +100%
Class 4	1% to 15%	Concept Study or Feasibility	Low: -15% to -30% High: +20% to +50%
Class 3	10% to 40%	Budget Authorization or Control	Low: -10% to -20% High: +10% to +30%
Class 2	30% to 75%	Control or Bid/Tender	Low: -5% to -15% High: +5% to +20%
Class 1	65% to 100%	Check Estimate or Bid/Tender	Low: -3% to -10% High: +3% to +15%

- b. In providing opinions of costs, financial analysis, economic feasibility projections, and schedules for the Project, the TOWN recognizes that FNI has no control over any of the following: the cost or price of labor and materials from Contractors and suppliers; unknown conditions of existing equipment or structures that may affect operations and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operation personnel; and other market, economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the TOWN recognizes that FNI makes no warranty or guarantee that the actual project cost, financial aspects, economic feasibility, or schedules will not vary from FNI's opinions, analyses, projections, or estimates.
8. Meetings and Site Visits
- Conduct progress meetings, up to a maximum of four (4) virtual meetings during final design.
  - Conduct up to two (2) site visits by the engineering team during final design, for additional data collection for completion of the Project.
9. Advise TOWN as to the necessity of TOWN's providing or obtaining data or services from others and assist TOWN regarding any such services.
10. Detailed design elements shall be developed using AutoCAD, and Civil 3D software for modeling the plant arrangement, coordinating with the TOWN on the detailed mechanical, equipment, and structures, and for the development of plan sheets for bidding purposes. Proposed review workshops and milestones are listed below. Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed for each milestone submittal described below and for the final construction contract documents.
11. Initial Submittal (60% Level)
- Format: One (1) PDF document
  - Drawings
  - Specifications:
    - Front-end Documents
    - Technical Specifications
  - Provide a Senior Advisor to advise and support the design team during the development of the submittal.
  - Develop an Engineer's Opinion of Probable Construction Costs (OPCC).
  - Quality Control Review: Perform internal quality control review and revise the submittal before submission to the TOWN.
  - Constructability Review: Perform internal constructability control review and revise the submittal before submission to the TOWN.
  - Workshop: FNI will conduct a workshop with the TOWN. The workshop is anticipated to be in person and will be conducted at the TOWN's Public Works Building. Support disciplines will attend virtually.

12. DRAFT Final Submittal (90% Level)
  - a. Format: One (1) PDF document
  - b. Drawings
  - c. Specifications:
    - A. Front-end Documents
    - B. Technical Specifications
    - C. Process Control Narratives
  - d. Provide a Senior Advisor to advise and support the design team during the development of the submittal.
  - e. Opinion of Probable Construction Cost (OPCC). Update the Engineer's Opinion of Probable Construction Costs (OPCC).
  - f. Develop Maintenance of Plant Operations (MOPO) and Construction Sequencing plan. Discuss the plan at the 90% design review workshop.
  - g. Quality Control Review: Perform internal quality control review and revise the submittal before submission to the TOWN.
  - h. Constructability Review: Perform internal constructability control review and revise the submittal before submission to the TOWN.
  - i. Workshop: FNI will conduct a workshop with the TOWN. The workshop is anticipated to be in person and will be conducted at the TOWN's Public Works Building. Support disciplines will attend virtually.
13. Final Submittal (Signed and Sealed)
  - a. Format: One (1) PDF document
  - b. Drawings
  - c. Specifications:
    - A. Front-end Documents
    - B. Technical Specifications
    - C. Sole-Source Documents for Huber Step Screen and OVIVO Clarifier equipment
  - d. Provide a Senior Advisor to advise and support the design team during the development of the submittal.
  - e. Opinion of Probable Construction Cost (OPCC). Update the Engineer's Opinion of Probable Construction Costs (OPCC).
  - f. Quality Control Review: Perform internal quality control review and revise the submittal before submission to the TOWN.
  - g. Constructability Review: Not applicable.
  - h. Workshop: Not applicable.
14. Prepare bidder's proposal forms (Project quantities) of the improvements to be constructed.
15. Submit a summary letter to TCEQ verifying the project was designed in accordance with subchapter 217 of the TCEQ regulations. Plans and specifications will be submitted if requested by TCEQ.

## **B. Phase 2 Bid Phase Services**

Upon completion of the design services, approval of "Final" drawings and specifications by TOWN, FNI will proceed with the performance of services in this phase as follows:

1. Assist TOWN in securing bids. Prepare a Notice to Bidders for prospective contractors and vendors. Provide a copy of the Notice to Bidders for TOWN to use in notifying construction news publications and publishing appropriate legal notice. The cost for advertisement in publications shall be paid by the TOWN. The TOWN shall maintain information on entities that have been issued a set of bid documents and will distribute information on plan holders to interested contractors and vendors on request.

2. Assist TOWN by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary. Up to three (3) addenda are included in this scope. Additional addenda to be considered additional service.
3. Assist TOWN in the preparation and attendance at one (1) pre-bid meeting at the Project site.
4. Assist TOWN in the opening, tabulating, and analyzing the bids received, including attendance at the Bid Opening. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by TOWN.
5. Assist TOWN in the preparation of conformed Construction Contract Documents for the construction contract. Provide ten (10) sets of Construction Contract Documents, which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the TOWN and construction contractor. Distribute five (5) copies of these documents to the contractor with a Notice of Award that includes directions for the execution of these documents by the construction contractor. Provide TOWN with the remaining five (5) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service. In addition, provide a PDF of the conformed contract documents to the TOWN and construction contractor.

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

### C. Phase 3 – Construction Phase Services

Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect the TOWN in providing these services. However, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project. This scope assumes that the services of a Resident Project Representative (RPR) will be provided by FNI PART TIME up to 18 hours per week for 4 months. It is assumed that the TOWN will supplement day-to-day construction quality inspections and field checks of materials and equipment.

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

1. Assist TOWN in conducting one (1) pre-construction conference with the Contractor, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor. Establish communication procedures with the TOWN and contractor.

2. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. FNIManager will be utilized for document control and will be maintained by FNI.
3. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Up to Fifty (50) shop drawings/O&Ms are included in this scope. Up to ten (10) Contractor's requests for information are included in this scope.
4. Based on FNI's observations as an experienced and qualified design professional and review of twelve (24) Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
5. FNI will attend up to twenty four (24) progress meetings during construction. For each meeting, FNI will prepare an agenda and meeting minutes for distribution. In these efforts FNI will endeavor to protect the TOWN against defects and deficiencies in the work of Contractors and will report any observed deficiencies to the TOWN. Eighteen (18) progress meetings will be held virtually via Microsoft Teams and six (6) meetings to be held in person at the construction site followed by a site visit to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. Visits to the site in excess of the specified number is an Additional Service.
6. Notify the contractor of non-conforming work observed on site visits. Review up to fifteen (15) quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
7. Interpret the drawings and specifications for the TOWN and Contractor. Investigations, analyses, and studies requested by the Contractor and approved by the TOWN, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
8. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the Contractor on behalf of the TOWN to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the TOWN. Documentation of field orders, where completion schedule or cost to TOWN is not impacted, will also be prepared. FNI will process up to two (2) Cost Proposals (CPs), two (2) Requests for Cost Proposals (RCPs), two (2) change orders and two (2) field orders during the construction phase. Providing these services to review or evaluate construction Contractor's claim(s) or TOWN-initiated changes, supported by causes not within the control of FNI, above these amounts are an Additional Service. Investigations, analyses, studies, or designs for substitutions of equipment or materials, corrections of defective or deficient work of the Contractor or other deviations from the construction contract documents requested by the Contractor and approved by the TOWN are an Additional Service. Substitutions of materials or equipment or design modifications requested by the TOWN are an Additional Service.
9. Conduct, in company with TOWN's representative, a substantial walk-through of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the TOWN in obtaining legal releases, permits, warranties, and

spare parts from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor. Visiting the site to review completed work in excess of two (2) trips are an additional service.

10. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. One (1) set of hard copy prints of "Record Drawings" shall be provided by FNI to the TOWN (22x34 bond set). FNI shall also provide both PDF and DWG electronic copies of the Record Drawings to the TOWN.
11. Provide an updated Operations and Maintenance (O&M) Manual for the treatment plant to reflect changes in the operation of the plant. The O&M Manual will include all new equipment operations of the plant, and related unit process operations. Provide one (1) Microsoft Word file of the updated O&M manual to the TOWN.

#### **D. Phase 4 - Resident Project Representative Services**

FNI will have a Resident Project Representative on the Site on a part-time basis at an average of 18 hours per week. In performing these services, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

In an attempt to maintain the part time per week average of 18 hours per week, resource leveling such as adjustments for work peaks/valleys and other adjustments based on busy/slow weeks will be implemented and exercised. Due to the many variables that will affect ongoing construction operations often on a daily basis the burn rate for hours will be communicated to the Town during monthly reporting.

FNI will strive to cover key construction tasks day-to-day but has not budgeted to be onsite full time and for all work if night/weekend work is necessary.

1. The duties, responsibilities, and the limitations of authority of the Resident Project Representative, and designated assistants, are as follows:
  - a. Resident Project Representative is Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding Resident Project Representative's actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be with Engineer and Contractor, keeping Client advised as necessary. Resident Project Representative's dealings with Subcontractors shall only be through or with full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with Client with the knowledge of and under the direction of Engineer.
  - b. These services are based on the use of FNI's standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If General Conditions other than FNI's standard are used, the Client agrees to include provisions in the General Conditions that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the Client is named as an indemnified party.



2. Duties and Responsibilities of Resident Project Representative:
- a. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedules of values prepared by Contractor and consult with Engineer concerning acceptability.
  - b. Conferences and Meetings: Attend meetings with Contractor, such as progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
  - c. Liaison:
    - A. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist Engineer in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.
    - B. Assist in obtaining from Client additional details or information, when required for proper execution of the Work.
  - d. Shop Drawings and Samples: Advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Engineer.
  - e. Review of Work, Rejection of Defective Work, Inspections and Tests:
    - A. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
    - B. Report to Engineer whenever Resident Project Representative believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of Work the Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
    - C. Verify that tests, equipment and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and the Contractor maintains adequate records thereof; and observe record and report to Engineer appropriate details relative to the test procedures and start-ups.
    - D. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
  - f. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
  - g. Request for Revisions: Consider and evaluate Contractor's suggestions for revisions to Drawings or Specifications and report with Resident Project Representative's recommendations to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
  - h. Records: Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents, including all Work Change Directives, Addenda, Change Orders, Field Orders, written Amendments, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, submittals and correspondence received from and delivered to Contractor and other Project related documents.
  - i. Reports:
    - A. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
    - B. Draft proposed Written Amendments, Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to Engineer written Amendments, Change Orders, Work Change Directives, and Field Orders.
    - C. Report immediately to Engineer and Client the occurrence of any accident.

- j. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Client, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment at the Site but not incorporated in the Work.
  - k. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forwarding to Client prior to final payment for the Work.
  - l. Completion:
    - A. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
    - B. Observe whether Contractor has performed inspections required by laws or regulations, ordinances, codes or order applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
    - C. Conduct a final inspection in the company of Engineer, Client and Contractor and prepare a final list of items to be completed or corrected.
    - D. Observe whether all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.
3. Limitations of Authority of Resident Project Representative:
- a. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by Engineer.
  - b. Shall not exceed limitations of Engineer's authority as set forth in Agreement or the Contract Documents.
  - c. Shall not undertake any of the responsibilities of Contractor, Subcontractor, Suppliers, or Contractor's superintendent.
  - d. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
  - e. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of Client or Contractor.
  - f. Shall not accept shop drawing or sample submittals from anyone other than the Contractor.
  - g. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by Engineer.

#### **E. Phase 5 – Stormwater Pollution Prevention Plan (SWPPP) Update**

- 1. FNI will review the existing MSGP SWP3 document and current drawings from the recent WWTP improvements.
- 2. FNI will visit the WWTP and meet with the TOWN to confirm outfall locations, discuss any changes to operations since the previous SWP3 development, and the MSGP-required continuation of stormwater monitoring.
- 3. Following review of the existing document and site visit, FNI will revise the SWP3 in accordance with the current TPDES Stormwater MSGP (TXR050000), including any necessary changes to Best Management Practices (BMPs) or Benchmark or Hazardous Metals Monitoring.

4. FNI will prepare an electronic copy of the revised SWP3 for the TOWN's review. Upon receipt of comments from the TOWN, FNI will finalize and send a signed and certified PDF and binder copy of the final SWP3, as well as an unsealed Word document of the final plan for the TOWN's records.
5. FNI will prepare a Notice of Intent (NOI) to obtain authorization under TXR050000 with the updated SWP3. FNI will complete this task using TCEQ's State of Texas Environmental Electronic Reporting System (STEERS). An Authorized Representative of the TOWN will need to utilize a STEERS account to sign and submit the NOI.

**ARTICLE II - SPECIAL SERVICES:** FNI shall render the following Special Services for the development of the Project:

**A. Phase 6 – Subsurface Utility Engineering**

1. Provide SUE investigation of critical areas at the treatment plant site to detect underground utilities including, water lines, wastewater lines, gas and/or oil lines, electric conduit and buried electrical power, phone, fiber optic and other buried infrastructure.
2. Perform up to 10 SUE Quality Level A test holes to confirm the horizontal and vertical location of existing utilities that cross proposed alignments. To the extent possible, perform test holes as close as possible to anticipated crossing locations. Coordinate test hole work with the applicable utility company and acquire any necessary permits or permissions. Survey the location and results of test holes and incorporate them into the Project's base CAD file and reflect the relevant information in the plan sheets and specifications; submit a separate summary report of the findings, signed and sealed by a licensed professional engineer. The report should include site photos, ground elevation, depth to top of utility elevation, horizontal location coordinates and type of material of existing utility.

**ARTICLE III - ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by TOWN, which are not included in the above-described Basic or Special Services, are described as follows:

- A. Field layouts or the furnishing of construction line and grade surveys.
- B. GIS mapping services or assistance with these services.
- C. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- D. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by TOWN.
- E. Providing renderings, models, and mock-ups requested by the TOWN.
- F. Revising drawings, specifications, or other documents when such revisions are 1) not consistent with approvals or instructions previously given by TOWN or 2) due to other causes not solely within the control of FNI.
- G. Providing consultation concerning the replacement of any work damaged by fire or other cause during the construction and providing services as may be required regarding the replacement of such work.
- H. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by TOWN.
- I. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- J. Providing shop, mill, field or laboratory inspection of materials and equipment.
- K. Observing factory tests of equipment at any site remote to the Project or observing tests required as a result of equipment failing the initial test.
- L. Conducting pilot plant studies or tests.

- M. Preparing data and reports for assistance to TOWN in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- N. Furnishing Special Inspections required under the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation and Resident Representation services noted elsewhere in the contract.
- O. Assisting TOWN in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- P. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- Q. Assisting TOWN in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- R. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- S. Performing investigations, studies, and analyses of work proposed by construction Contractors to correct defective work.
- T. Design, contract modifications, studies or analyses required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this Agreement.
- U. Services required to resolve bid protests or to rebid the Projects for any reason.
- V. Visits to the site more than the number of trips included in Basic Services for periodic site visits, coordination meetings, or contract completion activities.
- W. Any services required because of default of the Contractor(s) or the failure, for any reason, of the Contractor(s) to complete the work within the contract time.
- X. Providing services after the completion of the construction phase not specifically listed in Basic Services.
- Y. Providing Basic or Additional Services on an accelerated time schedule. The scope of this service includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the TOWN.
- Z. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- AA. Providing services to review or evaluate construction Contractor's claim(s), provided said claims are supported by causes not within the control of FNI.
- BB. Providing value engineering studies or reviews of cost savings proposed by Construction Contractors after bids have been submitted.
- CC. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this Professional Services Agreement.
- DD. Provide follow-up professional services during Contractor's warranty period.
- EE. Providing data, reports or briefings to TOWN Councils or governing boards on the status of the Project.
- FF. Designing additional facilities beyond those identified in Basic Services.
- GG. The scope of services for this Project assumes that the NPDES applications will be processed as uncontested, routine NPDES permit applications that would not require additional effort beyond that defined in Basic Services. Effort associated with any contested NPDES permits is an Additional Service.
- HH. Providing services for pre-qualification of prospective bidders and issuing a list of eligible bidders prior to bid opening.

**ARTICLE IV - TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

<u>Phase 1 - Final Design Services</u>	<u>8 months from NTP</u>
<u>Phase 2 - Bid and Procurement Phase Services</u>	<u>3 months from Final Design Completion</u>
<u>Phase 3 - Construction Phase Services</u>	<u>24 months from Contractor NTP</u>
<u>Phase 4 - Post Construction Phase Services</u>	<u>2 months from Final Completion Date</u>

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include, but are not limited to, delays in TOWN or regulatory reviews, delays in the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

**ARTICLE V – COMPENSATION:** Consultant will provide Professional Services as outlined in the scope of work on a lump sum basis with an estimate to complete the work as follows:

**Total Basic Services:** \$599,032

**Total Special Services:** \$33,373

**Total Project:** \$632,404

**ARTICLE VI - RESPONSIBILITIES OF TOWN:** TOWN shall perform the following in a timely manner so as not to delay the services of FNI:

- A. TOWN recognizes and expects that certain Change Orders may be required. FNI recommends that the TOWN budget a minimum of 5% of the estimated project cost for construction change orders.

Further, TOWN recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omission, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by FNI or in the other professional services performed or furnished by FNI under this Agreement ("Covered Change Orders"). Accordingly, TOWN agrees to pay for Change Orders and otherwise to make no claim directly or indirectly against FNI on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the aggregate costs of all such approved Covered Change Orders exceed 2% for new construction and 4% for reconstruction. Any responsibility of FNI for the costs of Covered Changed Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include:

- Any costs that TOWN would have incurred if the Covered Change Order work had been included originally in the Contract Documents and without any other error or omission of FNI related thereto,
- Any costs that are due to unforeseen site conditions, or
- Any costs that are due to changes made by the TOWN.
- Any costs that are due to the Contractor

Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for the cost of Covered Change Orders in excess of the percent of Construction Cost stated above or for any other Change Order. Wherever used in this document, the term FNI includes FNI's officers, directors, partners, employees, agents, and FNI's Consultants.

- B. TOWN will designate in writing a person to act as TOWN's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret, and define TOWN's policies and decisions with respect to FNI's services for the Project.

- C. TOWN will provide all criteria and full information as to TOWN's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which TOWN will require to be included in the drawings and specifications.
- D. TOWN will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. TOWN will arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. TOWN will examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as TOWN deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- G. TOWN will submit such documents, plans and specifications to appropriate regulating agencies and request the required approvals as expeditiously as is reasonable.
- H. TOWN will provide such accounting and independent cost estimating services as may be required for the Project, such legal services as TOWN may require, such auditing services as TOWN may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as TOWN may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- I. TOWN will give prompt written notice to FNI whenever TOWN observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- J. TOWN will assist FNI by placing at FNI's disposal all available information including previous reports and any other data relative to the Project.
- K. TOWN shall provide the NPDES application fee and submit the final application, copies, and the fee to regulatory agencies. TOWN shall also provide for advertisement and notification of permit application, if required by the regulatory agencies.
- L. TOWN shall bear all costs incident to compliance with the requirements of this Article V.

**ARTICLE VI - DESIGNATED REPRESENTATIVES:** FNI and TOWN designate the following representatives:

TOWN's Designated Representative –

Jason Shroyer  
1600 Mark Tree Lane  
Little Elm, Texas 75068  
972-377-5556  
[jshroyer@littleelm.org](mailto:jshroyer@littleelm.org)

TOWN's Accounting Representative –

Town of Little Elm  
Accounts Payable  
100 W. Eldorado Pkwy  
Little Elm, TX 75068  
[accounts.payable@littleelm.org](mailto:accounts.payable@littleelm.org)

FNI's Designated Representative –

Erin Flanagan  
12770 Merit Dr  
Suite 900  
Dallas, Texas 75251  
214-217-2261  
[ecf@freese.com](mailto:ecf@freese.com)

FNI's Accounting Representative –

Ashley O'Neil  
12770 Merit Dr  
Suite 900  
Dallas, Texas 75251  
972-331-6021  
[ashley.oneil@freese.com](mailto:ashley.oneil@freese.com)

**ACCEPTANCE:**

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

**TOWN OF LITTLE ELM**

\_\_\_\_\_  
Matthew Mueller, TOWN Manager

\_\_\_\_\_  
Date

**FREESE AND NICHOLS, INC.**

  
\_\_\_\_\_

Erin Flanagan, Principal/Vice President  
\_\_\_\_\_  
Printed Name & Title

07/09/2025  
\_\_\_\_\_  
Date





**Date:** 08/05/2025  
**Agenda Item #:** 4. D.  
**Department:** Development Services  
**Strategic Goal:** Promote and expand Little Elm's identity  
**Staff Contact:** Olga Chernomorets, Assistant Director/Managing Director of Planning

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**AGENDA ITEM:**

Consider Action to Approve a **Development Agreement Associated with the Lakefront Residential Overlay District, between the Town of Little Elm and Kulsoom Ahmed, Property Owners of 803 Hillside Beach Drive.**

**DESCRIPTION:**

**Lakefront Residential Overlay District.** The future land use section of the 2017 Comprehensive Plan calls for an objective within the recommendations section of the Lakefront District to plan for redevelopment and expansion of the district. In working with Council, staff has identified the residential areas surrounding the Lakefront Zoning District as areas prime for redevelopment. The purpose for the overlay is to establish zoning for residential areas around the existing Lakefront District within the context of redevelopment. The associated standards and visual examples will function to create a residential area that provides flexibility and variety in unique architectural design and high-quality alternative materials.

The goal is to expand on the Town's targeted "lakeside community character" by creating flexibility in residential architectural design, promoting the utilization of a variety of high-quality building materials, encouraging residential redevelopment, and providing unique development standards.

The intent of the Overlay District is to expand upon the Lakefront District's desire to provide a comfortable and attractive environment that will provide a unique, yet compatible residential neighborhood by encouraging redevelopment that is distinct from traditional residential subdivisions.

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

(d) Architectural elements.

- (1) Architectural variety. No facade may be repeated within any five adjacent lots or across the street from those lots. A request to vary from this standard shall be reviewed and approved by the LRDC.
- (2) Tripartite architecture. The exterior facades of homes shall be broken up into three

distinct sections (base, middle, top) utilizing different primary and accent materials, colors, and/or general orientation of materials.

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

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

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

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

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

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

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

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

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

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

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

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**Attachments**

Development Agreement - 803 Hillside Beach Drive

STATE OF TEXAS           §  
  §  
COUNTY OF DENTON       §

**DEVELOPMENT AGREEMENT  
FOR 803 HILLSIDE BEACH DRIVE**

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This Development Agreement for 803 Hillside Beach Drive (“**Agreement**”) is entered into between Kulsoom Ahmed, the property owner, (“**Developer**”), whose address for purposes of this Agreement is 803 Hillside Beach Drive, and the Town of Little Elm, Texas (“**Town**”), whose address for purposes of this Agreement is 100 W. Eldorado Pkwy, Little Elm, Texas 75068. Developer and the Town are sometimes referred herein together as the “**Parties**” and individually as a “**Party**.”

**Recitals:**

1. Developer is the owner of .21 acres generally located at 803 Hillside Beach Drive, at the corner of Main Street and King Street, identified as Lot 38 of Hillside Beach, in the Town of Little Elm, Texas (the “**Property**”), which Property is more particularly described in **Exhibit A** attached hereto.

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

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

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

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

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

**Section 3.     Agreements.** The Parties agree as follows:

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

**Section 4.     Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DEVELOPER**

Kulsoom

By: Kulsoom  
Kulsoom Ahmed

Date: 7-22-2025

**TOWN OF LITTLE ELM, TEXAS**

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

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

**ATTEST:**

By: \_\_\_\_\_  
Caitlan Biggs  
Town Secretary



STATE OF TEXAS       §  
                                     §  
COUNTY OF DENTON   §

Before me, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: \_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

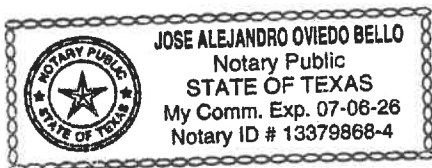
STATE OF TEXAS       §  
COUNTY OF Denton / Collins §

Before me, the undersigned authority, on this 22<sup>nd</sup> day of July, 2025, personally appeared Ahmed, Kulsoom Yousef, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of 803 Hillside Beach Drive

[Seal]

By: \_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: 07/06/26



**EXHIBIT A**

Property Description



# 00 Hillside Beach Drive

Being Lot 38, HILLSIDE BEACH, a subdivision in the Town of Little Elm, Denton County, Texas, According to the Map or Plat thereof Recorded in Volume 3, Page 10, Map and/or Plat Records of Denton County, Texas.

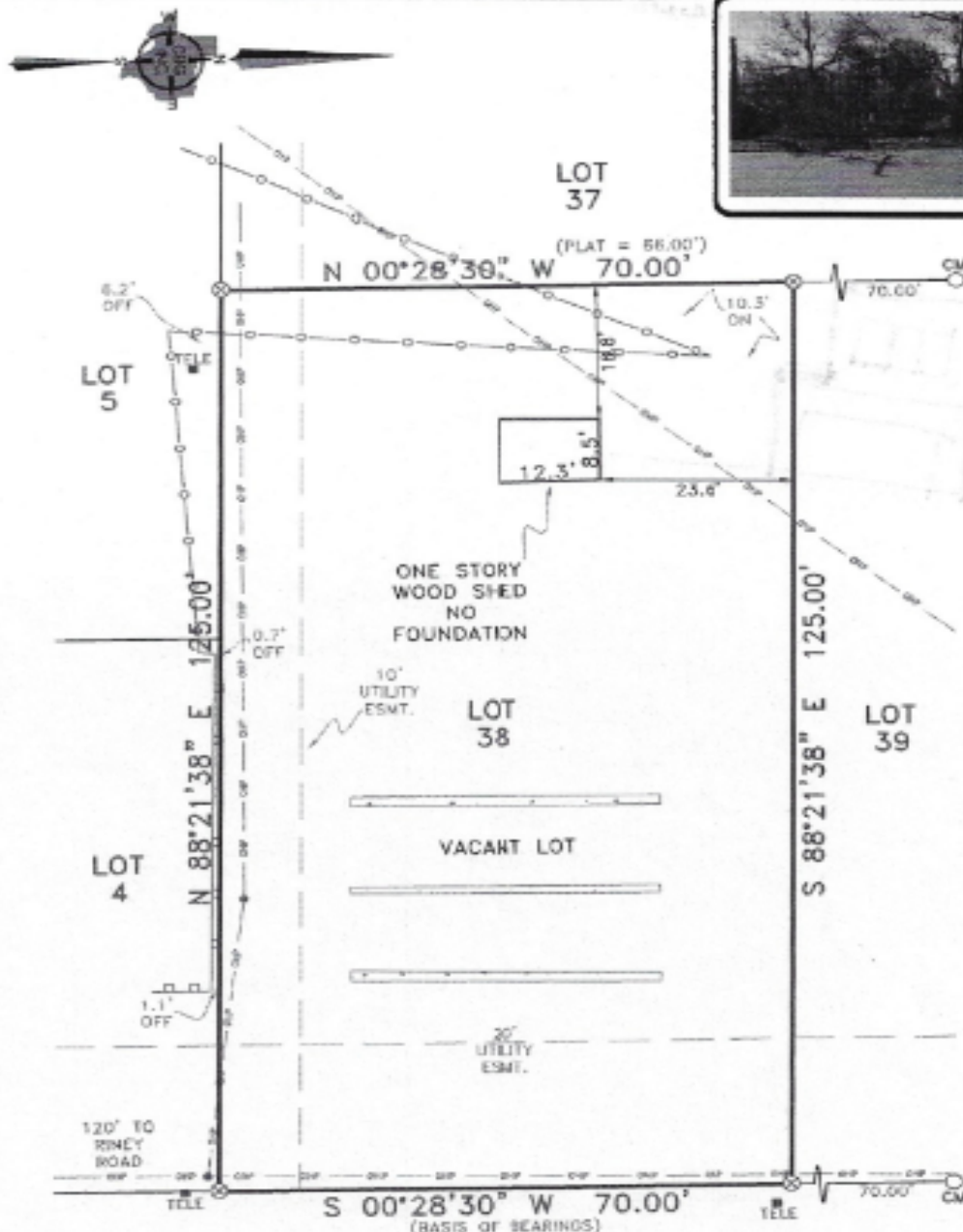
## Allegiance

TITLE COMPANY



### LEGEND

- 1/2" ROD FOUND
- ⊙ 1/2" ROD SET
- 1" PPE FOUND
- ⊗ "X" FOUND/SET
- ◆ 60d NAIL FOUND
- FENCE POST FOR CORNER
- CM CONTROLLING MONUMENT
- AC AIR CONDITIONER
- PE POOL EQUIPMENT
- TE TRANSFORMER PAD
- COLUMN
- POWER POLE
- ▲ UNDERGROUND ELECTRIC
- △ OVERHEAD ELECTRIC
- CHP— OVERHEAD ELECTRIC POWER
- CES— OVERHEAD ELECTRIC SERVICE
- CHURN LINK
- WOOD FENCE 0.5' WIDE TYPICAL
- IU— IRON FENCE
- X— BARBED WIRE
- DOUBLE SIDED WOOD FENCE
- E— EDGE OF ASPHALT
- G— EDGE OF GRAVEL
- CONCRETE
- COVERED AREA



### EXCEPTIONS:

NOTE: PROPERTY SUBJECT TO TERMS, CONDITIONS, AND EASEMENTS CONTAINED IN INSTRUMENTS RECORDED IN VOL. 3, PG. 10; VOL. 495, PG. 481; VOL. 403, PG. 46; VOL. 495, PG. 645

### NOTES:

NOTE: BEARINGS, EASEMENTS AND BUILDING LINES ARE BY RECORDED PLAT UNLESS OTHERWISE NOTED.

FLOOD NOTE: According to the F.I.R.M. No. 48121C0420G, this property does lie in Zone X and DOES NOT lie within the 100 year flood zone.

This survey is made in conjunction with the information provided by Allegiance Title. Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. This is to certify that I have in this date made a careful and accurate survey on the ground of the subject property. The plat hereon is a correct and accurate representation of the property lines and dimensions as indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, there are no visible and apparent encroachments or protrusions on the ground.

Drawn By: CAJ

Scale: 1"=20'

Date: 3/15/17

GF No.: 1769060-ALFR

Job No. 1704938



**CBG**  
SURVEYING INC.

10005 Shiloh Road, Ste. 200  
Dallas, TX 75228  
P: 214.340.9445  
F: 214.340.2200  
Fax: No. 214.688.8000  
www.cbginc.com



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

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

Purchaser

**EXHIBIT B**

Development Plans



**CONSTRUCTION PLANS FOR:**  
*Single Family Residence*  
*803 Hillside Beach Drive*

GENERAL NOTES:

3. THE CONTRACTOR SHALL EXAMINE AND BECOME FAMILIAR WITH ALL CONTRACT DOCUMENTS IN THEIR ENTIRETY, SURVEY THE PROJECT AND BECOME FAMILIAR WITH THE EXISTING CONDITIONS AND SCOPE OF WORK. ALL COSTS SUBMITTED SHALL BE BASED ON THOROUGH KNOWLEDGE OF ALL WORK AND MATERIALS REQUIRED. ANY DISCREPANCY AND/OR UNCERTAINTY AS TO WHAT MATERIAL OR PRODUCT IS TO BE USED SHOULD BE VERIFIED WITH THE OWNER OR DESIGNER.
2. CONSTRUCTION SHALL COMPLY WITH THE ALL APPLICABLE STATE, FEDERAL, & LOCAL CODES.
3. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES REQUIRED FOR SAFE EXECUTION AND COMPLETION OF WORK, AND FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK.
4. ANY ERRORS, OMISSIONS, OR INCONSISTENCIES ON THESE DRAWINGS OR ANY VARIATIONS OR AMBIGUITIES BETWEEN THESE DRAWINGS AND ACTUAL SITE AND CONSTRUCTION CONDITIONS AND/OR REQUIREMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNER.
5. IN THE EVENT A DISCREPANCY IS FOUND IN THE CONTRACT DOCUMENTS, THE OWNER & DESIGNER SHALL BE NOTIFIED IMMEDIATELY.
6. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND MEASUREMENTS IN THE FIELD AND NOTIFY THE DESIGNER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
7. CONTRACTORS SHALL COORDINATE THEIR WORK WITH ALL OTHER TRADES. NOTIFY OWNER & DESIGNER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
8. STORE MATERIALS IN SPACES DESIGNATED BY OWNER.
9. REMOVE RUBBISH FROM PREMISES AS OFTEN AS NECESSARY OR AS DIRECTED.
10. ALL WORK AND EQUIPMENT SHALL BE CLEANED TO THE SATISFACTION OF THE OWNER BEFORE TURNING SAME OVER TO THE OWNER.
11. SHOP DRAWINGS SHALL BE SUBMITTED TO THE OWNER FOR APPROVAL PRIOR TO ORDERING AND INSTALLATION OF ANY EQUIPMENT.
12. THE CONTRACTOR SHALL PAY ALL FEES, GIVE ALL NOTICES, FILE ALL NECESSARY DRAWINGS AND OBTAIN ALL PERMITS AND CERTIFICATES OR APPROVAL REQUIRED IN CONNECTION WITH ALL WORK UNDER THESE CONTRACT DOCUMENTS. HE OR SHE SHALL COMPLY WITH ALL LAWS, ORDINANCES, RULES, AND REGULATIONS OF ALL AUTHORITIES HAVING JURISDICTION.
13. THERE SHALL BE NO DEVIATION FROM SPECIFICATIONS WITHOUT THE WRITTEN APPROVAL OF THE OWNER, DESIGNER, AND/OR ENGINEER.
14. DRYWALL INSTALLATION SHALL BE IN CONFORMANCE WITH THE GYPSUM ASSOCIATIONS RECOMMENDED PRACTICES FOR THICKNESS, NAILING, TAPING, AND CORRECT STUD SPACING.
15. MECHANICAL CONTRACTOR TO VERIFY WITH DESIGNER ANY CHASE AREA NOT SHOWN ON DRAWINGS. ALL SHOP DRAWINGS TO BE SUBMITTED FOR APPROVAL PRIOR TO ORDERING ANY EQUIPMENT.
16. DO NOT SCALE DRAWINGS; DIMENSIONS GOVERN. IF THERE IS A DISCREPANCY BETWEEN LARGE SCALE AND SMALL SCALE DRAWINGS, CONTACT THE DESIGNER FOR CLARIFICATION.
17. CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT FINISHED STRUCTURE. THEY DO NOT INDICATE METHOD OF CONSTRUCTION. CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT STRUCTURE AND PERSONNEL DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, SHORING OF LOADS DUE TO CONSTRUCTION EQUIPMENT, EXCAVATION PROTECTION, SCAFFOLDING, JOB SITE SAFETY, ETC. OBSERVATION VISITS TO THE SITE BY THE DESIGNER, OWNER, OR ENGINEER SHALL NOT INCLUDE INSPECTION OF ABOVE ITEMS.
18. THE CONTRACTOR SHALL NOT STORE BUILDING MATERIALS, STAGE CONSTRUCTION OPERATIONS FROM, NOR GAIN ACCESS TO THE CONSTRUCTION SITE OVER ADJACENT PROPERTIES.

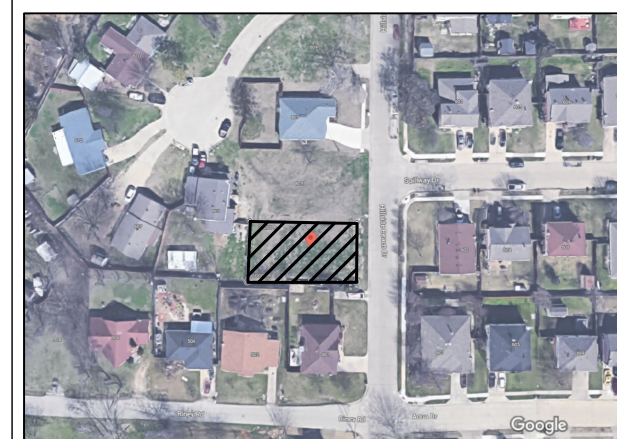
## CODE DATA:

APPLICABLE CODES:	
I.B.C.:	2018
I.F.C.:	2018
I.M.C.:	2018
N.E.C.:	2017
I.P.C.:	2018
I.E.C.C.:	2015

PROJECT DATA:

LOT AREA:	8,706 SQFT. (0.17A)
ZONING:	A-2 (Single Family)
BUILDING DATA:	
Total Under Roof:	4,032 sq. ft.
Total A/C:	3,307 sq. ft.
- 1st Floor:	1,442 sq. ft.
- 2nd Floor:	1,409 sq. ft.
- Attic:	456 sq. ft.
Garage:	465 sq. ft.
Porch/Patio:	260 sq. ft.
Roof Deck:	723 sq. ft.
Lot Coverage:	2,167 sq. ft. / 24.89%
OCCUPANCY:	R (Residential)
CONSTRUCTION:	TYPE V-B

## VICINITY MAP



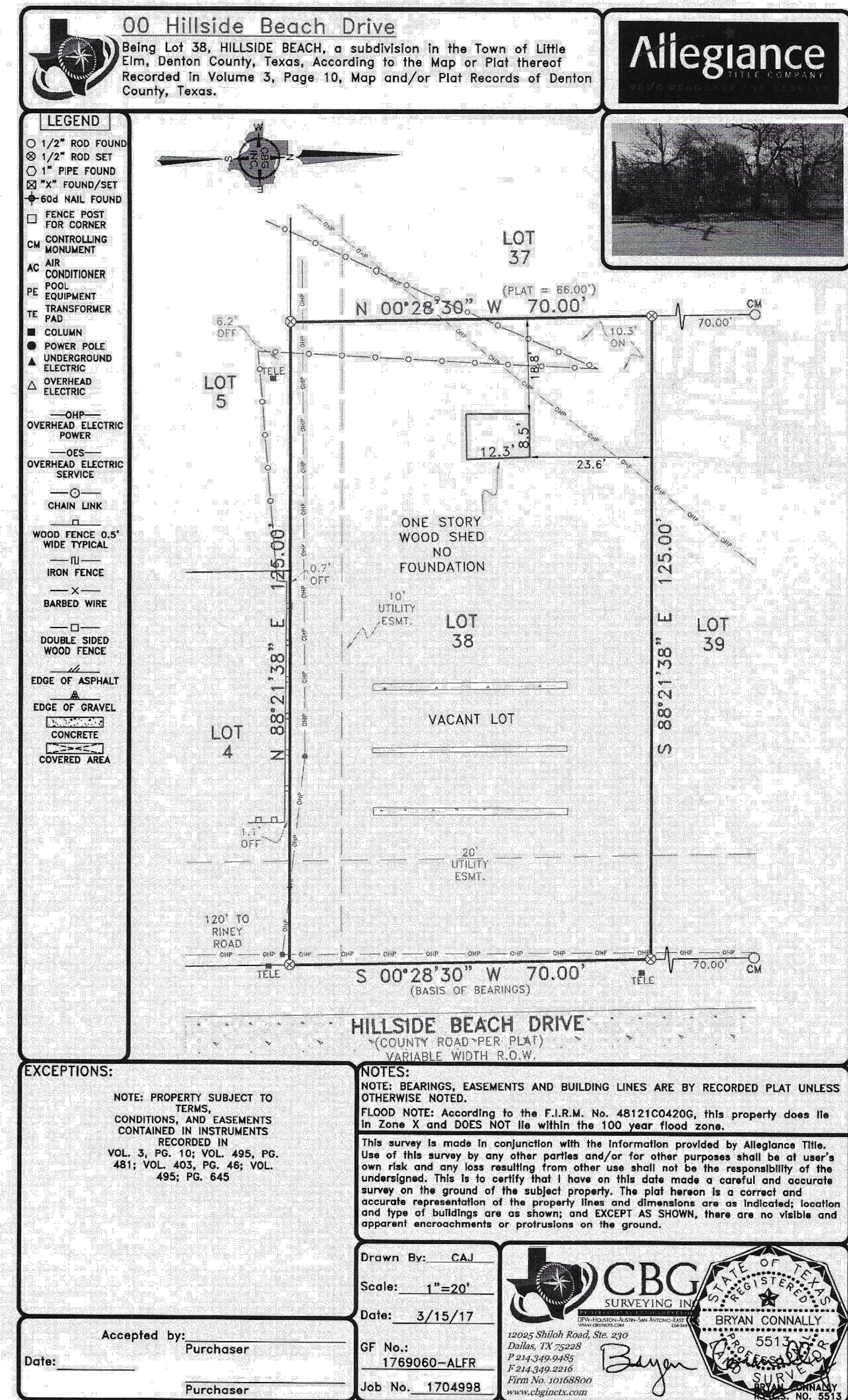
SCOPE:

Construction of a Single Family Residence.

INDEX OF SHEETS:

[illegible]

## SURVEY



13151 Emily Road, Suite 120  
Dallas, TX 75240  
p: 817-269-4154  
e: nathan.klemmdesign@gmail.com

## Prj. #25202 ISSUE RECORD

DATE:	ISSUED FOR:	COMMENTS:
Drawing File:	803 HILL SIDE BEACH-I ROD DWG	Confidential/Convo

LEGEND:

C. T. = Ceramic Tile	W. G. = Wire Glass
P. T. = Porcelain Tile	DK. B. = Dark Bronze
L.V.T. = Luxury Vinyl Tile	CDO = Clear Door Opening
GYP. BD. = Gypsum Board	O.S.F. = Outside Face
S. S. = Stainless Steel	L.T. = Lever Type
H. M. = Hollow Metal	P.B. = Panic Bar
S.C. = Solid Core	LS = Lock Set
ALUM. = Aluminum	FH = Fixed Handle
ACC. = Handicap Accessible	T.O.D. = Top Of Deck
F. R. = Fire Rated	

W. G. = Wire Glass  
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FH = Fixed Handle  
T.O.D. = Top Of Deck

## STAMP:

## CONTACTS:

**OWNER/AGENT:**  
Ahmed Kulsoom  
8300 Preston Trace Blvd  
Frisco, TX 75033  
P: 972-341-7247  
E: 1957am@gmail.com

**APPLICANT:**

NMECM  
13151 Emily Road  
Suite #100  
Dallas, TX 75240  
P: 214-453-9999  
E: mail.nmecm@gmail.com

Construction Plans for  
Single Family Residence located at  
**803 Hillside Beach Drive**  
Hillside Beach Lot 38  
Little Elm, Denton County, TX 75068

---

Cover, Index & Site

Date: 01-31-2025

Scale:

None

Drawn By:  
N. P. K.

Page: A0

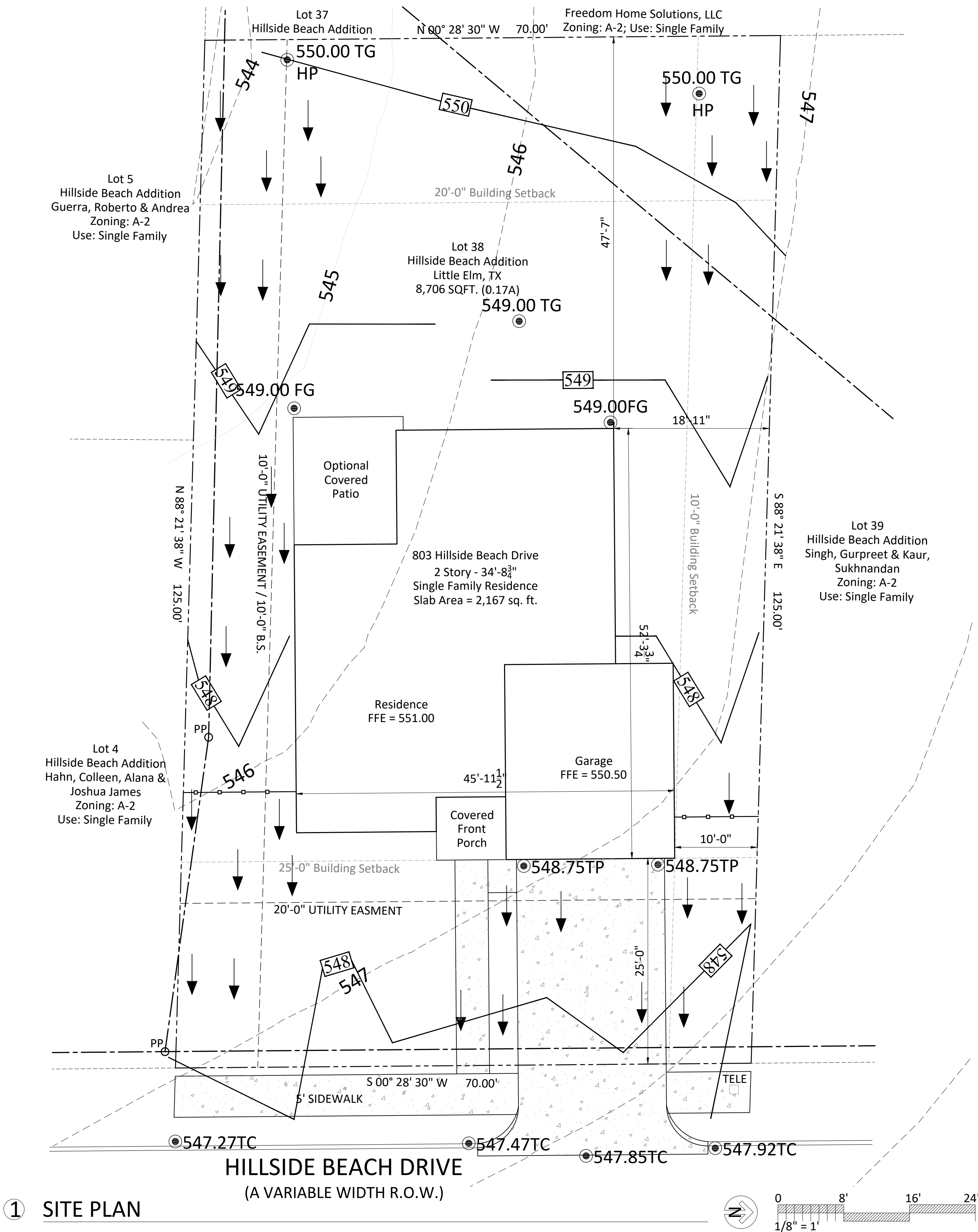


SYMBOLS LEGEND

SYMBOL	DESCRIPTION
- - - - -	Existing Contour Code
[---]	Proposed Contour Code
•xxxFL	Flow Line Elevation
•xxxTC	Top of Curb Elevation
•xxxTP	Top of Pavement Elevation
•xxxFF	Foundation Elevation

SUMMARY TABLE

	ALLOW/REQD	PROVIDED
ZONING	A-2	
USE	Single Family Residence	
LOT INFORMATION		
LOT AREA	6,000sf/0.14ac	8,706sf/0.17ac
LOT COVERAGE	3,918sf/45.00%	2,167sf/24.89%
FRONT YARD	25'	25'
SIDE YARD	10'	10'
REAR YARD	20'	20'
LOT WIDTH	60'	70'
TOTAL FLOOR AREA	1,000 sq. ft.	4,032 sq.ft.
BUILDING HEIGHT	3 stories / 35'	2 stories / 34.75'
IMPERVIOUS SURFACE	-----	2,717 sq.ft.
Non-Roof Area		645 sq.ft.
LANDSCAPING		
Front Yard Trees	1 lg / 2 sm	1 lg / 2 sm
Rear Yard Trees	2 lg / 1 sm	2 lg / 1 sm
Shrubs	18	18
PARKING	4	4



① SITE PLAN



13151 Emily Road, Suite 120  
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e: nathan.klemmdesign@gmail.com

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Site Plan

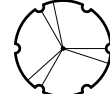
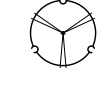

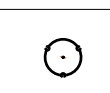
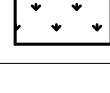
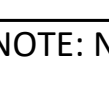
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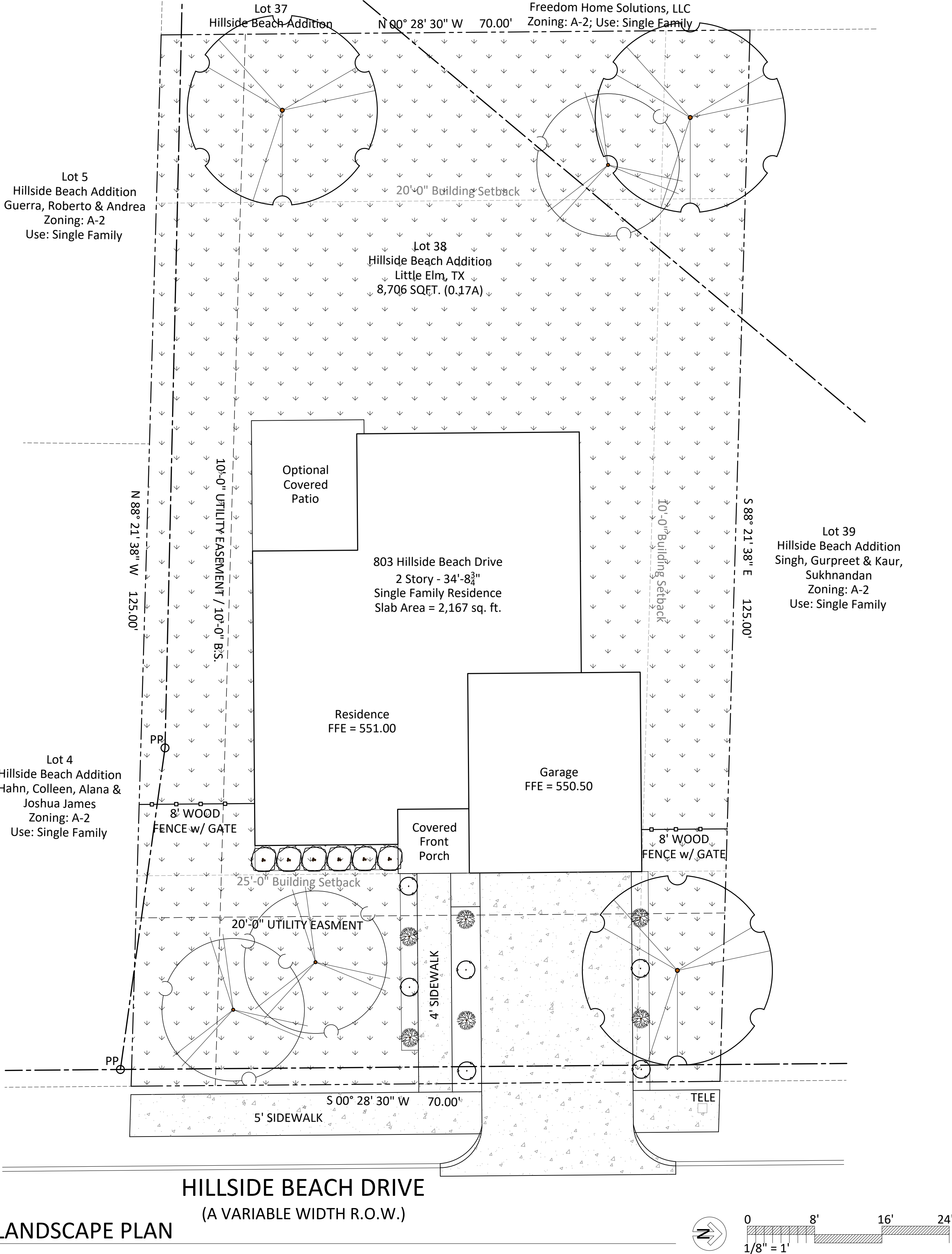
Drawn By: N. P. K.

Page: C1

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PLANTING LEGEND				
SYMBOL	#	TYPE	BOTANICAL NAME	CAL.
	3	Cedar Elm	Ulmus Crassifolia	4"
	3	Texas Redbud	Cercis Canadensis 'Texana'	2"
	6	Red Yucca	Hesperaloe Parviflora	1 gal.
	6	Aralia	Aralia	1 gal.
	6	Autumn Sage	Salvia Greggii A. Gray	1 gal.
	6,127 sq. ft.	Common Bermuda Grass	Cynodon Dactylon	n/a

NOTE: NO PROTECTED TREES EXIST ON SITE.



① LANDSCAPE PLAN



13151 Emily Road, Suite 120  
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p: 817-269-4154  
e: nathan.klemmdesign@gmail.com

Prj. #25202 ISSUE RECORD		
DATE:	ISSUED FOR:	COMMENTS:

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Construction Plans for  
Single Family Residence located at  
**803 Hillside Beach Drive**  
Hillside Beach Lot 38  
Little Elm, Denton County, TX 75068

Landscape Plan

Date: 01-31-2025  
Scale: 1/8" = 1'-0"  
Drawn By: N. P. K.  
Page: L1

**Control, Grades, and Elevation:**

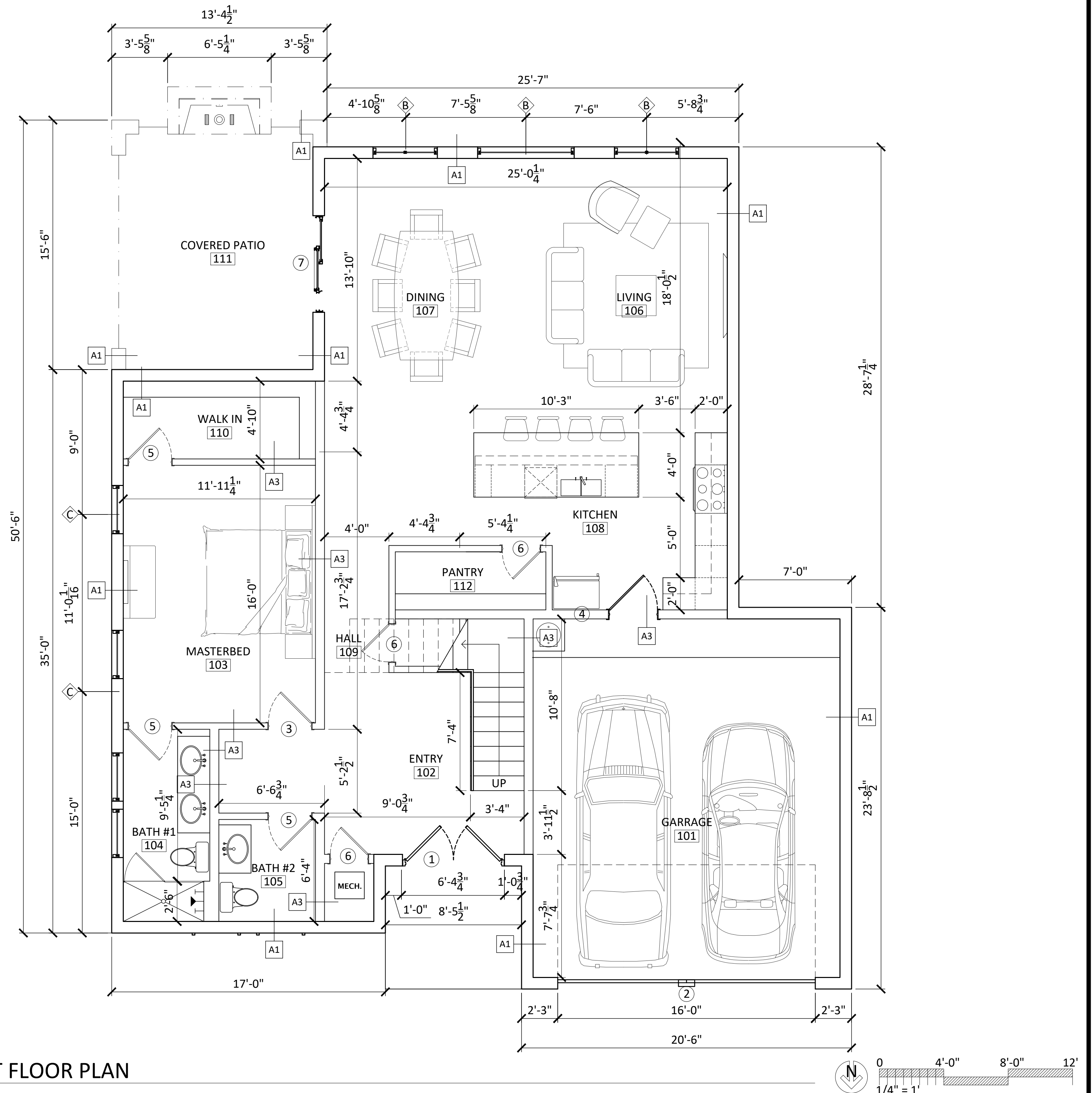
- ### Veneer Walls (Stucco and Siding):

13. Sealant: All masonry surfaces to be coated with Behr Premium Waterproofing if requested by Owner.

### Stud Walls:

- General Notes:**

- ### ① FIRST FLOOR PLAN



Prj. #25202 ISSUE RECORD
--------------------------

DATE:	ISSUED FOR:	COMMENTS:
Drawing File:	803 HILL SIDE BEACH L-ROD.DWG	Confidential/Copyright

LEGEND:

C. T. = Ceramic Tile  
P. T. = Porcelain Tile  
L.V.T. = Luxury Vinyl Tile  
GYP. BD. = Gypsum Board  
S. S. = Stainless Steel  
H. M. = Hollow Metal  
S.C. = Solid Core  
ALUM. = Aluminum  
ACC. = Handicap Accessible  
F. R. = Fire Rated

W. G. = Wire Glass  
DK. B. = Dark Bronze  
CDO = Clear Door Opening  
O.S.F. = Outside Face  
L.T. = Lever Type  
P.B. = Panic Bar  
LS = Lock Set  
FH = Fixed Handle  
T.O.D. = Top Of Deck

STAMP:

CONTACTS:

**OWNER/AGENT:**  
Ahmed Kulsoom  
8300 Preston Trace Blvd  
Frisco, TX 75033  
P: 972-341-7247  
E: 1957am@gmail.com

**APPLICANT:**

NMECM  
13151 Emily Road  
Suite #100  
Dallas, TX 75240  
P: 214-453-9999  
E: mail.nmecm@gmail.com

Construction Plans for  
Single Family Residence located at  
**803 Hillside Beach Drive**  
Hillside Beach Lot 38  
Little Elm, Denton County, TX 75068

### First Floor Plan

Date: 01-31-2025

Scale:	None
Drawn By:	N. P. K.

A2



BUILDING LAYOUT NOTES:

Control, Grades, and Elevation:

1. Finished grade and slab elevation to be controlled by the closest monument or existing top of curb.
2. All finished concrete surfaces shall be a minimum of 1 inch above the finished grade.
3. Finished slab elevation to be a minimum of 4 inches above the finished grade.

Veneer Walls (Stucco and Siding):

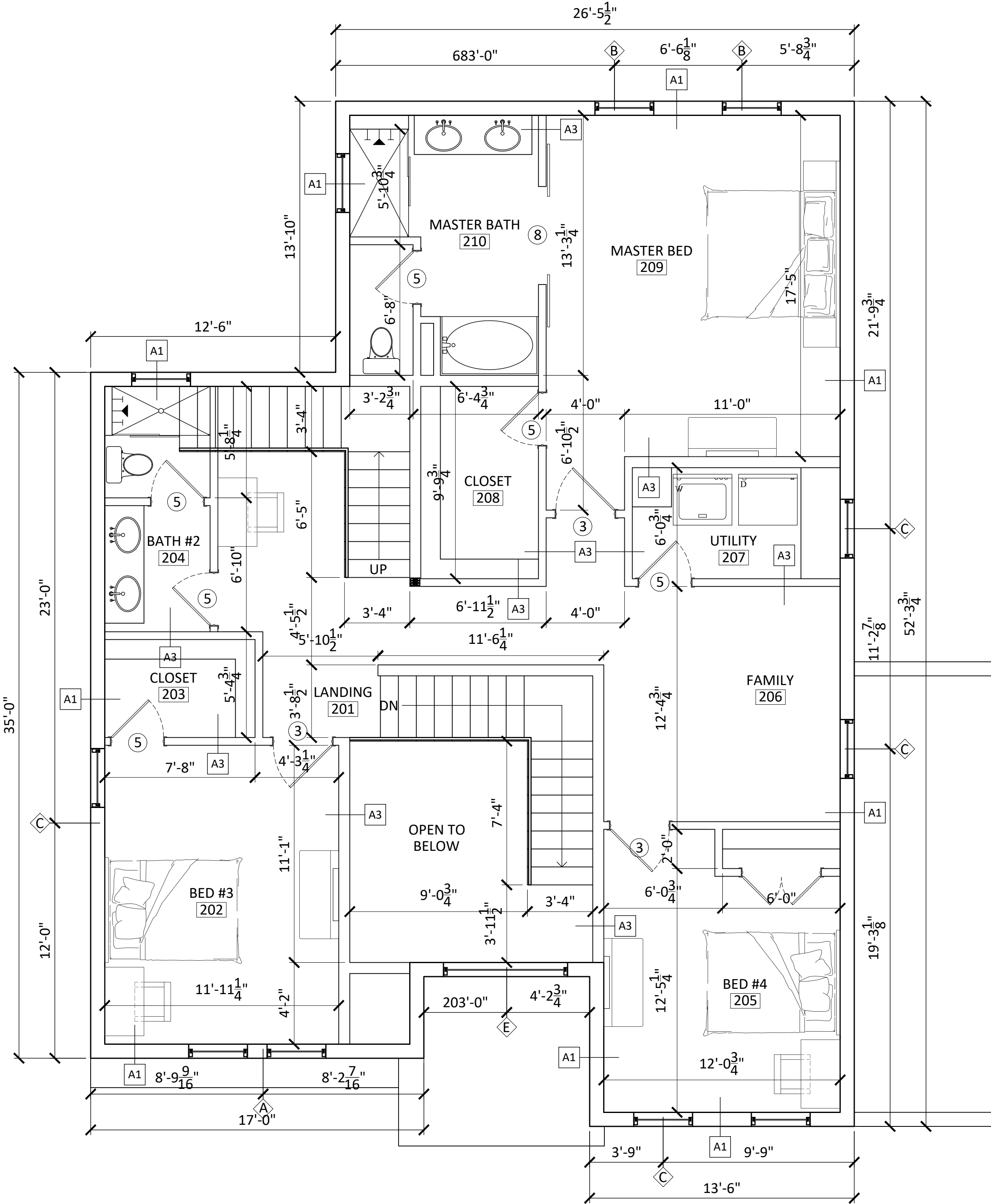
4. Brick: Modular thin veneer, Grade SW brick, alternately stacked (unless noted otherwise).
5. Stucco.: Standard three coat with fine texture finish. Control joints according to elevations, 20' o.c. max.
6. Siding: NewTechWood Composite or Fiber Cementious Board. Refer to manufacturer's installation guides.
7. Place ladder type horizontal reinforcement at every other course.
8. Mortar joints: all joints shall be a tuck point concave tooled joint with a 3/8" width.
9. Construction Joints: Vertical masonry movement joints to be 20' o.c. max, unless noted otherwise, and shall not cross lintels or brick shelf angles.
10. Cutting of masonry blocks: all cutting, trimming, or shaping shall be done by a motorized masonry saw. Breaking or splitting will not be accepted.
11. Weep holes: Provide at 24" o.c. at the base of the masonry facade one course above the foundation and immediately above all other flashing.
12. Flashing: Provide galvanized steel flashing at the base of the masonry facade one course above the foundation. Provide flashing above all bond beams and openings.
13. Sealant: All masonry surfaces to be coated with Behr Premium Waterproofor if requested by Owner.

Stud Walls:

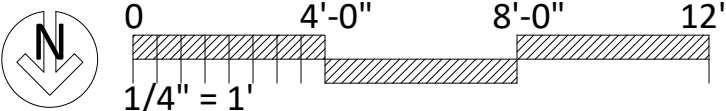
14. Wood Studs: All exterior, demising, load bearing, and wet wall studs to be 2"x6" spaced at 16" on center. All other interior walls to be 2"x4" studs spaced at 16" on center. Refer to Structural Drawings for load bearing stud layout, sections, and details.
15. Fasteners: Fasten sheathing/decking to framing as specified in Structural Notes.
16. Sheathing: All exterior sheathing used in Cavity Walls to be Wood Structural Panel (ex: OSB).
17. Vapor Barrier: Tyvek HomeWrap or approved equal. Vapor barrier used over sheathing to be wrapped above flashing at the base and above window locations.
18. Gypsum Board: Walls and ceiling shall be covered with 5/8" gypsum board unless noted otherwise. Garage walls and ceiling shall be covered with 5/8" Firecode "X" gypsum board.

General Notes:

19. Refer to plan sheet A5 for wall sections.
20. All columns, beams, struct., connections, and details shall be built based on structural drawings.
21. Work required by the Contract Documents for which no separate bid item has been provided in the Bid Proposal, shall be provided for as required by the Contractor. Work provided by the Contractor to facilitate the successful completion of the project for which no bid item has been provided, should also be considered as subsidiary to the total amount bid or the item it pertains to.



1 SECOND FLOOR PLAN



13151 Emily Road, Suite 120  
Dallas, TX 75240  
p: 817-269-4154  
e: nathan.klemmdesign@gmail.com

Prj. #25202 ISSUE RECORD		
DATE:	ISSUED FOR:	COMMENTS:

LEGEND:	
C. T. = Ceramic Tile	W. G. = Wire Glass
P. T. = Porcelain Tile	DK. B. = Dark Bronze
L.V.T. = Luxury Vinyl Tile	CDO = Clear Door Opening
GYP. BD. = Gypsum Board	O.S.F. = Outside Face
S. S. = Stainless Steel	L.T. = Lever Type
H. M. = Hollow Metal	P.B. = Panic Bar
S.C. = Solid Core	L.S. = Lock Set
ALUM. = Aluminum	F.H. = Fixed Handle
ACC. = Handicap Accessible	T.O.D. = Top Of Deck
F. R. = Fire Rated	

STAMP:

CONTACTS:

**OWNER/AGENT:**  
Ahmed Kulsoom  
8300 Preston Trace Blvd  
Frisco, TX 75033  
P: 972-341-7247  
E: 1957am@gmail.com

**APPLICANT:**  
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Construction Plans for  
Single Family Residence located at  
**803 Hillside Beach Drive**  
Hillside Beach Lot 38  
Little Elm, Denton County, TX 75068

Second Floor

Date:	01-31-2025
Scale:	None
Drawn By:	N. P. K.
Page:	A3

BUILDING LAYOUT NOTES:

Control, Grades, and Elevation:

1. Finished grade and slab elevation to be controlled by the closest monument or existing top of curb.
2. All finished concrete surfaces shall be a minimum of 1 inch above the finished grade.
3. Finished slab elevation to be a minimum of 4 inches above the finished grade.

Veneer Walls (Stucco and Siding):

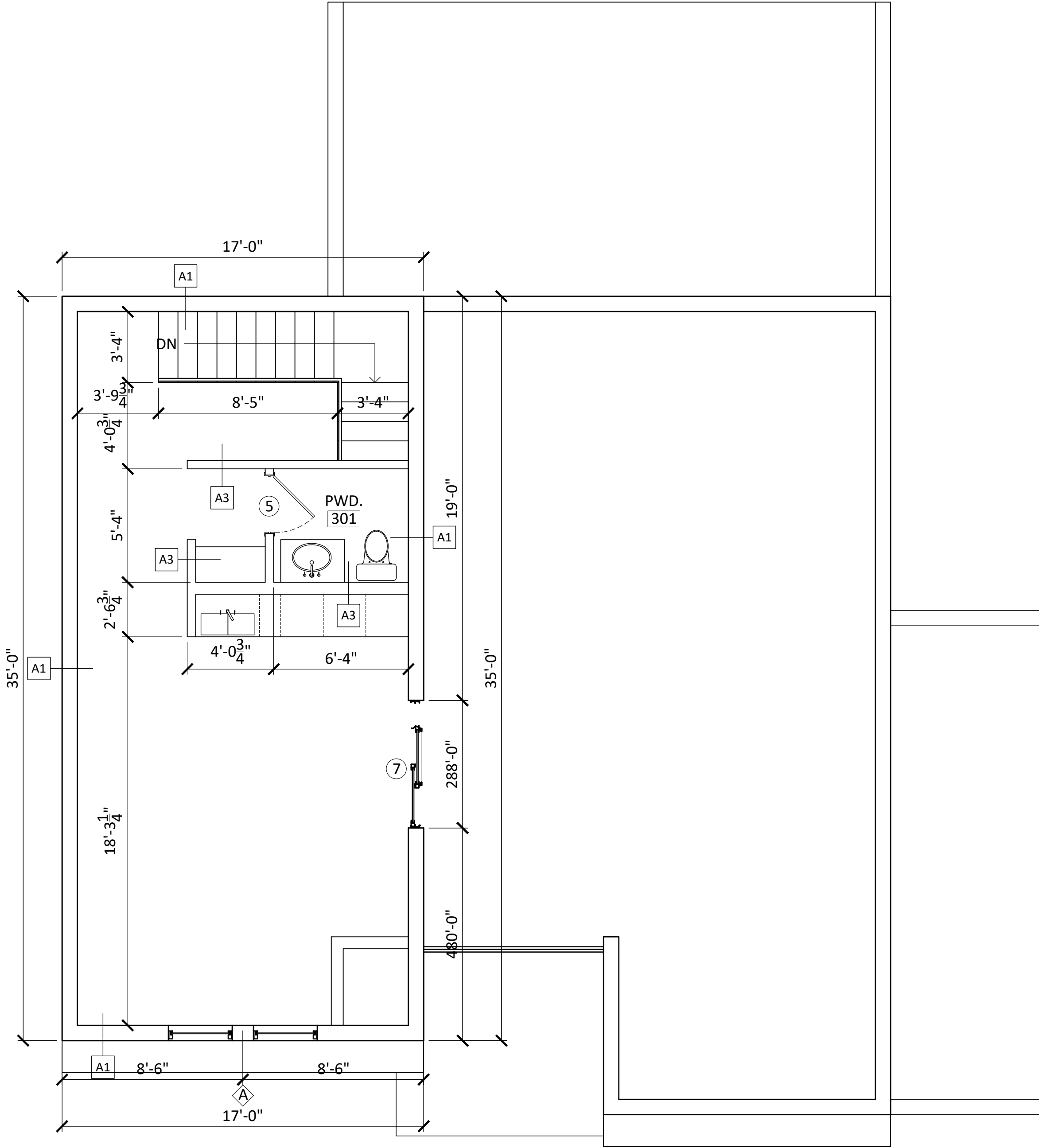
4. Brick: Modular thin veneer, Grade SW brick, alternately stacked (unless noted otherwise).
5. Stucco.: Standard three coat with fine texture finish. Control joints according to elevations, 20' o.c. max.
6. Siding: NewTechWood Composite or Fiber Cementious Board. Refer to manufacturer's installation guides.
7. Place ladder type horizontal reinforcement at every other course.
8. Mortar joints: all joints shall be a tuck point concave tooled joint with a 3/8" width.
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13. Sealant: All masonry surfaces to be coated with Behr Premium Waterproofor if requested by Owner.

Stud Walls:

14. Wood Studs: All exterior, demising, load bearing, and wet wall studs to be 2"x6" spaced at 16" on center. All other interior walls to be 2"x4" studs spaced at 16" on center. Refer to Structural Drawings for load bearing stud layout, sections, and details.
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17. Vapor Barrier: Tyvek HomeWrap or approved equal. Vapor barrier used over sheathing to be wrapped above flashing at the base and above window locations.
18. Gypsum Board: Walls and ceiling shall be covered with 5/8" gypsum board unless noted otherwise. Garage walls and ceiling shall be covered with 5/8" Firecode "X" gypsum board.

General Notes:

19. Refer to plan sheet A5 for wall sections.
20. All columns, beams, struct., connections, and details shall be built based on structural drawings.
21. Work required by the Contract Documents for which no separate bid item has been provided in the Bid Proposal, shall be provided for as required by the Contractor. Work provided by the Contractor to facilitate the successful completion of the project for which no bid item has been provided, should also be considered as subsidiary to the total amount bid or the item it pertains to.



1 ATTIC FLOOR PLAN



13151 Emily Road, Suite 120  
Dallas, TX 75240  
p: 817-269-4154  
e: nathan.klemmdesign@gmail.com

Prj. #25202 ISSUE RECORD		
DATE:	ISSUED FOR:	COMMENTS:

LEGEND:	
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P. T. = Porcelain Tile	DK. B. = Dark Bronze
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STAMP:

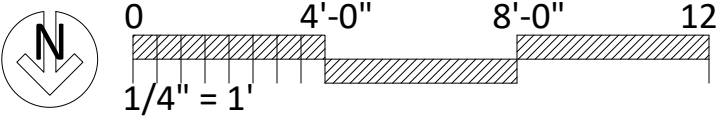
CONTACTS:

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P: 972-341-7247  
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Construction Plans for  
Single Family Residence located at  
803 Hillside Beach Drive  
Hillside Beach Lot 38  
Little Elm, Denton County, TX 75068

Attic Floor Plan



Date:	01-31-2025
Scale:	None
Drawn By:	N. P. K.
Page:	A4

MATERIAL LEGEND:

- 4.3a

7/8" - 3 COAT STUCCO: SENTRY by SENERGY, COLOR: ECRU LRV 78
- 4.3b

7/8" - 3 COAT STUCCO: SENTRY by SENERGY, COLOR: AZTEC GOLD LRV 52
- 4.3c

7/8" - 3 COAT STUCCO: SENTRY by SENERGY, COLOR: GREY CLOUD LRV 28
- 4.3d

THIN STONE VENEER - SANDSTONE: EAGLE STONE SUPPLY, COLOR: CHOCOLATE
- 4.4

#15 DOUBLE V CONTROL JOINT by CLARK DEITRICH; FULL DEPTH
- 4.5

STUCCO TRIM
- 4.6

COMPOSITE SIDING by NEWTECHWOOD, TONGUE & GROOVE US09, COLOR: PERUVIAN TEAK
- 6.1

PREFINISHED METAL COPING; EXCEPTIONAL METALS, COLOR: "COAL BLACK"
- 6.2

PREFINISHED METAL GUTTER; EXCEPTIONAL METALS, COLOR: "COAL BLACK"
- 6.3

PREFINISHED METAL DOWNSPOUT; EXCEPTIONAL METALS, COLOR: "COAL BLACK"
- 6.4

PRE-MANUFACTURED METAL CANOPY; COLOR: "COAL BLACK"
- 6.5

PRE-FINISHED METAL CLADDING; COLOR: "COAL BLACK"
- 6.6

PRE-FINISHED METAL GUARDRAIL WITH CABLES; COLOR: "COAL BLACK"
- 7.1

INSULATED HOLLOW METAL DOOR & FRAME  
COLOR: TBD BY OWNER
- 7.2

INSULATED ROLL UP GARAGE DOOR & FRAME  
COLOR: TBD BY OWNER
- 8.1

WINDOW SYSTEM: JELD-WEN OR APPROVED EQUAL,  
COLOR: 745-EC DARK BRONZE
- 8.2

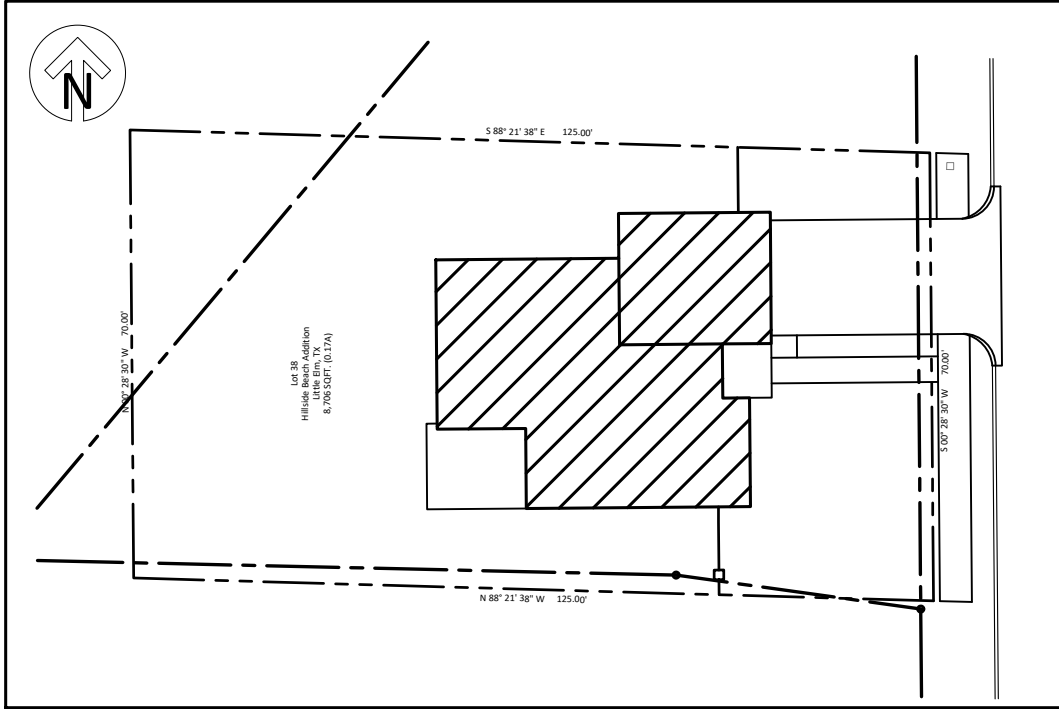
SLIDING GLASS DOOR SYSTEM: JELD-WEN OR  
APPROVED EQUAL, COLOR: 745-EC DARK BRONZE
- 16.1

DECORATIVE EXTERIOR LIGHT FIXTURE,  
COLOR: BLACK
- 16.2

1'-0" TALL LED LETTER STREET NUMBER,  
TRIM COLOR: BLACK, FACE COLOR: WHITE
- NOTES:

1. FRONT ENTRY AND GARAGE DOORS VISIBLE FROM  
RIGHT-OF-WAY SHALL HAVE A WOOD APPEARANCE AND  
BE APPROVED BY THE DIRECTOR.  
2. MAILBOX SHALL BE MASONRY AND MATCH  
RESIDENCE.

BUILDING	W (1/A6)		S (2/A6)		E (1/A7)		N (2/A7)	
	sqft	%	sqft	%	sqft	%	sqft	%
Total Facade	1196	100	1638	100	1221	100	1638	100
Facade w/o Windows/Doors	894	74.8	1531	93.5	1102	90.3	1581	96.5
Glazing	144	12.0	107	6.5	119	9.7	57	3.5
Doors	158	13.2	0	0.0	0	0.0	0	0.0
Primary Materials								
Stucco	601	67.2	1008	65.8	363	32.9	878	55.6
Stone	134	15.0	34	2.3	82	7.5	279	17.6
Secondary Materials								
Composite Siding	0	0.0	320	20.9	612	55.5	320	20.2
Metal Cladding	159	17.8	169	11.0	45	4.1	104	6.6



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Prj. #25202 ISSUE RECORD		
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L.V.T. = Luxury Vinyl Tile  
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T.O.D. = Top Of Deck

STAMP:

CONTACTS:  
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Construction Plans for  
Single Family Residence located at  
**803 Hillside Beach Drive**  
Hillside Beach Lot 38  
Little Elm, Denton County, TX 75068

Exterior Elevations

Date: 01-31-2025  
Scale: None  
Drawn By: N. P. K.  
Page: A6



MATERIAL LEGEND:

- 4.3a

7/8" - 3 COAT STUCCO: SENTRY by SENERGY, COLOR: ECRU LRV 78
- 4.3b

7/8" - 3 COAT STUCCO: SENTRY by SENERGY, COLOR: AZTEC GOLD LRV 52
- 4.3c

7/8" - 3 COAT STUCCO: SENTRY by SENERGY, COLOR: GREY CLOUD LRV 28
- 4.3d

7/8" - 3 COAT STUCCO WITH SCORING: SENTRY by SENERGY, COLOR: PERUVIAN TEAK
- 4.4

#15 DOUBLE V CONTROL JOINT by CLARK DEITRICH; FULL DEPTH
- 4.5

STUCCO TRIM
- 4.6

COMPOSITE SIDING by NEWTECHWOOD, TONGUE & GROOVE US09, COLOR: PERUVIAN TEAK
- 6.1

PREFINISHED METAL COPING; EXCEPTIONAL METALS, COLOR: "COAL BLACK"
- 6.2

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INSULATED HOLLOW METAL DOOR & FRAME  
COLOR: TBD BY OWNER
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INSULATED ROLL UP GARAGE DOOR & FRAME  
COLOR: TBD BY OWNER
- 8.1

WINDOW SYSTEM: JELD-WEN OR APPROVED EQUAL,  
COLOR: 745-EC DARK BRONZE
- 8.2

SLIDING GLASS DOOR SYSTEM: JELD-WEN OR  
APPROVED EQUAL, COLOR: 745-EC DARK BRONZE
- 16.1

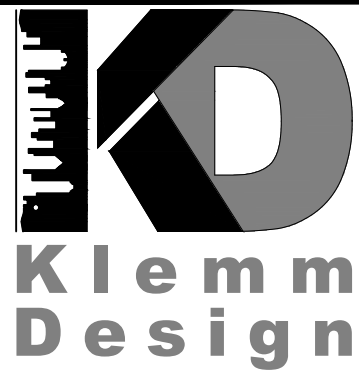
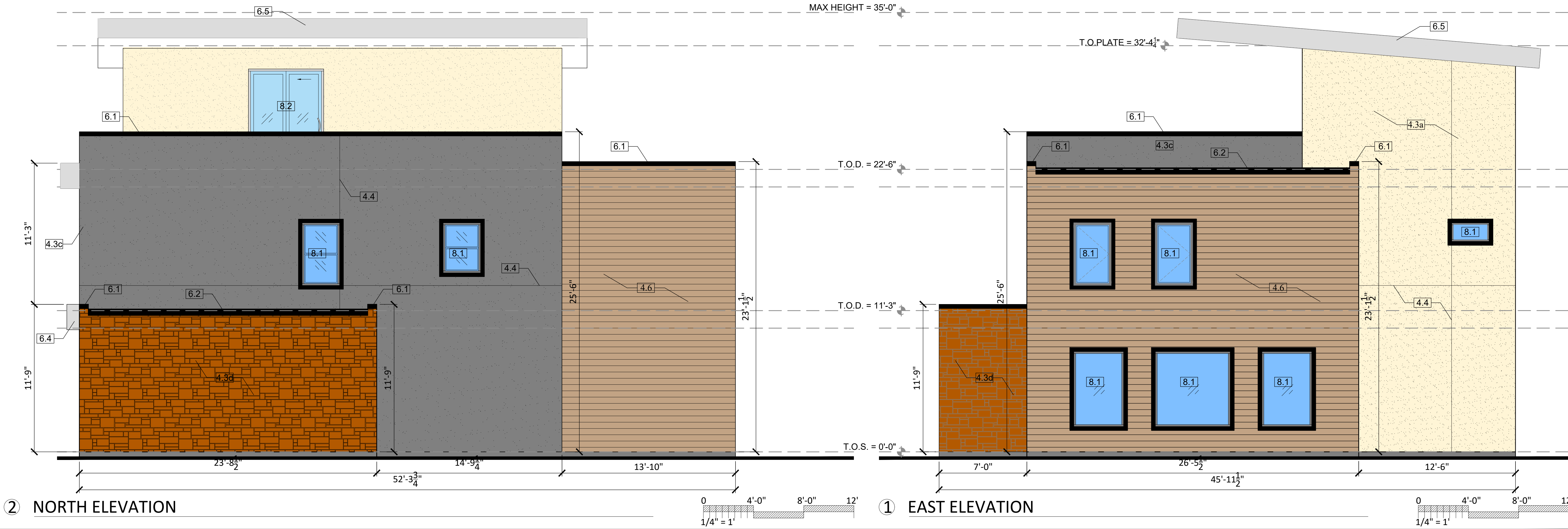
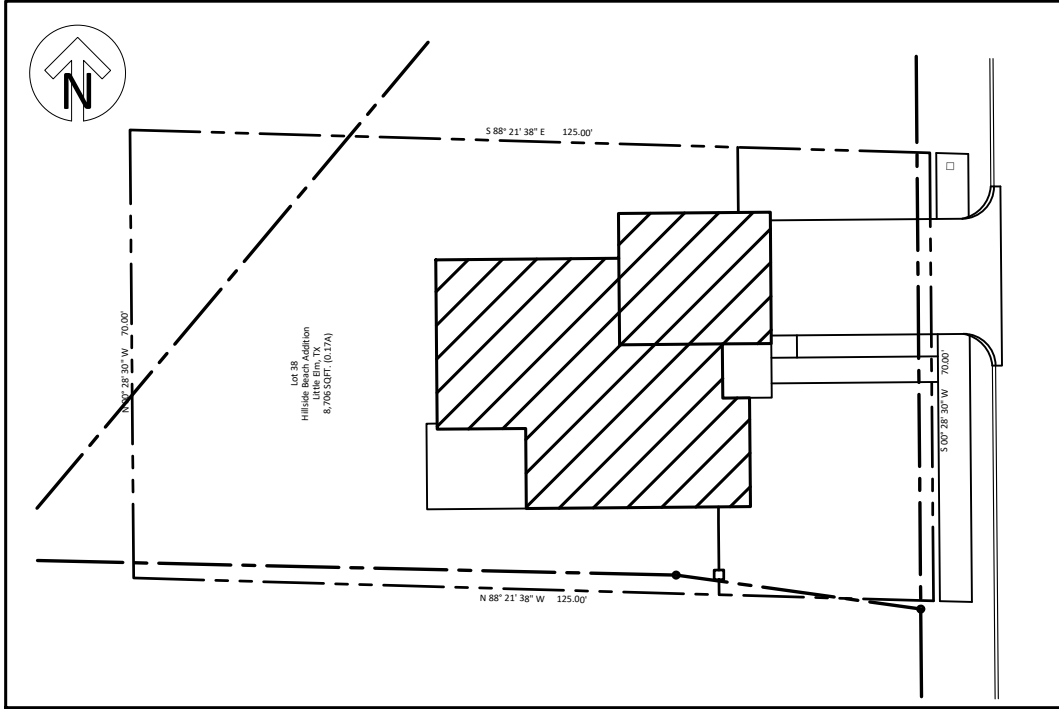
DECORATIVE EXTERIOR LIGHT FIXTURE,  
COLOR: BLACK
- 16.2

2'-0" TALL LED LETTER STREET NUMBER,  
TRIM COLOR: BLACK, FACE COLOR: WHITE
- NOTES:

1. FRONT ENTRY AND GARAGE DOORS VISIBLE FROM  
RIGHT-OF-WAY SHALL HAVE A WOOD APPEARANCE AND  
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2. MAILBOX SHALL BE MASONRY AND MATCH  
RESIDENCE.

BUILDING	W (1/A6)		S (2/A6)		E (1/A7)		N (2/A7)	
	sqft	%	sqft	%	sqft	%	sqft	%
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LEGEND:	
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Construction Plans for  
Single Family Residence located at  
**803 Hillside Beach Drive**  
Hillside Beach Lot 38  
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Exterior Elevations

Date: 01-31-2025  
Scale: 1/4" = 1'-0"  
Drawn By: N. P. K.  
Page: A7

# 803 Hillside Beach

## Samples & Links

### Front Door

<https://www.homedepot.com/p/Steves-Sons-Regency-68-in-x-96-in-5L-Modern-Frosted-Glass-RH-Onyx-Stain-Mahogany-Fiberglass-Prehung-Front-Door-w-Dbl-14in-SL-SIP0000019627/32916616>

### Garage Door

<https://www.homedepot.com/p/Clopay-Modern-Steel-16-ft-x-7-ft-18-4-R-Value-Insulated-Matte-Lustra-Black-Garage-Door-with-Windows-GDU425/332885170>

### Sliding Glass Door

<https://www.homedepot.com/p/JELD-WEN-60-in-x-60-in-V-4500-Series-Black-Exterior-White-Interior-FiniShield-Vinyl-Right-Handed-Sliding-Window-w-Mesh-Screen-THDJW140400331/205818389>

**Example of similar home our company has recently finished in Frisco as of June 2025**



**Lighting fixture examples:**

<https://www.homedepot.com/p/YANSUN-6-Light-Gold-Sputnik-Chandelier-Modern-Pendant-Lighting-Ceiling-Light-Fixture-H-DZ084N1/322411465>

**1'-0" TALL LED LETTER STREET NUMBER,  
TRIM COLOR: BLACK, FACE COLOR: WHITE**



**(Please note we will be using the same style windows in the Little Elm Project)**

**Satori Regent Statuario Abisso 24-in x 48-in Polished Porcelain Marble look Large  
format Floor and Wall Tile**





<https://www.homedepot.com/p/Artika-Swirl-13-in-1-Light-Modern-Chrome-Integrated-LED-Flush-Mount-Ceiling-Light-Fixture-for-Kitchen-or-Bedroom-FM-SWR-C/312950510>

<https://www.homedepot.com/p/Home-Decorators-Collection-Jardine-20-in-1-Light-Black-Modern-Outdoor-Wall-Light-Fixture-with-Clear-Ribbed-Glass-RS2207026/325818230>

## **Windows**

WINDOW SYSTEM: JELD-WEN OR APPROVED EQUAL,  
COLOR: 745-EC DARK BRONZE

<https://www.homedepot.com/p/JELD-WEN-28-in-x-54-in-V4500-Left-Hand-Casement-Vinyl-Window-With-Bronze-Exterior-THDJW249200003/320156417>

## **Material Samples**

**7/8" - 3 COAT STUCCO: SENTRY by SENERGY, COLOR: ECRU LRV 78**



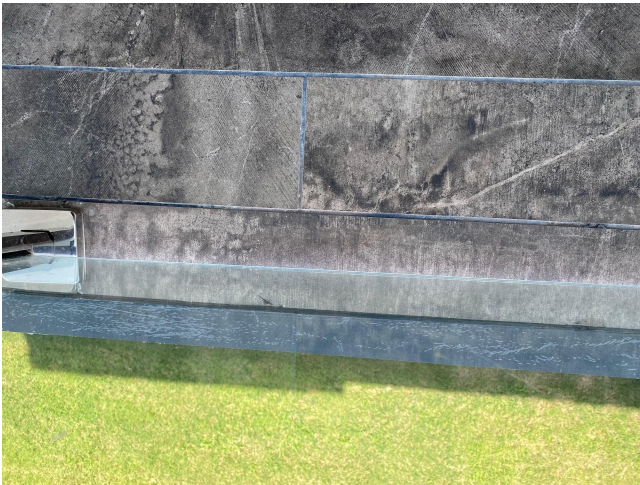
**7/8" - 3 COAT STUCCO: SENTRY by SENERGY, COLOR: GREY CLOUD LRV 28**



**THIN STONE VENEER - SANDSTONE: EAGLE STONESUPPLY, COLOR CHOCOLATE**



**PREFINISHED METAL COPING; EXCEPTIONAL METALS, COLOR: "COAL BLACK"**







**Date:** 08/05/2025  
**Agenda Item #:** 4. E.  
**Department:** Community Services  
**Strategic Goal:** Provide a safe and welcoming environment for Little Elm residents and visitors  
**Staff Contact:** Drew Bailey, Director of Tourism & Communications

---

**AGENDA ITEM:**

Consider Action to Approve a **Special Events Permit for Diwali at Beach.**

**DESCRIPTION:**

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 (Special Events Policy) 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.

The Town has received an application for Diwali at Beach on Sunday, September 28, 2025, from the Little Elm Angels Foundation. Per the policy, this event falls in Category 5 and requires Town Council approval.

The Town has partnered previously with this organization for this event. Notable changes for 2025 include:

- The Town will no longer manage vendor load-in.
- Perimeter fencing and security bag checks are now required due to attendance volume.
- Marketplace vendors must cease sales by 9:30 p.m.; failure to comply will result in a \$200 fine for every 10 minutes of continued sales past the cutoff.
- Fireworks must begin by 9:00 p.m. and conclude by 9:30 p.m. per the Town's noise ordinance; a \$200 fee will be assessed for every five (5) minutes the show is delayed beyond 9:00 p.m.

A copy of the draft agreement will be provided to Town Council at the August 5, 2025, meeting. As part of this agreement, there will be:

- \$10,500 Town sponsorship to Little Elm Angels Foundation.
- \$5,350 in waived permitting fees by the Town of Little Elm.
- All event costs associated with public safety, parks maintenance, street cleaning, park cleaning, and health permits will be the responsibility of Little Elm Angels Foundation, estimated to be \$20,328.

**BUDGET IMPACT:**

The financial impact of item was included in the Adopted FY 2025 Budget.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Date:** 08/05/2025  
**Agenda Item #:** 5. A.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Sherelle Evans-Jones, Finance Director

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**AGENDA ITEM:**

Present and Discuss the **Submission of the Fiscal Year 2025-2026 Proposed Budget and Budget Message by the Town Manager.**

**DESCRIPTION:**

In accordance with the Town Charter, the referenced documentation completes the Town Manager's submission of the Proposed Budget and Budget Message for Fiscal Year (FY) 2025-2026. The FY 2025-2026 Proposed Budget, including the Budget Message from the Town Manager, was submitted to the Town Council under separate cover.

The proposed budget has been filed in the Town Secretary's office and posted on the Town's website for public review.

**BUDGET IMPACT:**

FY 2025-2026 Proposed Budget and Five-Year Financial Plan.

**RECOMMENDED ACTION:**

Information only, no action is required.

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