

Agenda of Regular Meeting

The Board of Trustees Little Elm ISD

A Regular Meeting of the Board of Trustees of Little Elm ISD will be held June 26, 2023, beginning at 6:30 PM in the Little Elm ISD Administration Building.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. Call to Order Open Session in the Board Room at Little Elm ISD Administration Building on 400 Lobo Lane, Little Elm, Texas 75068.
2. Oath of New Elected Board Members
Presenter: Sonia S. Flores
3. The Board will recess into Closed Meeting in the Board Support Conference Room as permitted by the Texas Open Meetings Act Code Subchapter 551.072 & 551.074. The Board and Superintendent will discuss:
 - A. Personnel
 - B. Land
4. Pledge of Allegiance
5. Invocation
6. Introduction and Roll Call
7. Superintendent Spotlight
 - A. Introduction of New Executive Director for Construction Services
Presenter: Asheley Brown
 - B. Introduction of New Executive Director for Special Populations
Presenter: Asheley Brown
 - C. Introduction of New Principal of Walker Middle School
Presenter: Asheley Brown
8. Reports of the Superintendent
 - A. Intent to Apply for Federal Funding 2023-2024 5
Presenter: Dr. Ashley Glover
 - B. Destination 2025 District Goals Update 7
Presenter: Dr. Penny Tramel
9. Citizen Input
Audience participation shall be permitted at regular Board meetings and shall be limited to the public comment portion designated for that purpose
10. Approval of Minutes
 - A. Consider approval of Special Meeting Minutes - May 1, 2023 8
Presenter: Sonia S. Flores
 - B. Consider approval of Regular Board Meeting Minutes - May 15, 2023 11
Presenter: Sonia S. Flores

C. Consider approval of Special Meeting - May 16, 2023	17
Presenter: Sonia S. Flores	
D. Consider approval of Special Meeting - May 17, 2023	19
Presenter: Sonia S. Flores	
E. Consider approval of Special Meeting Minutes - May 31, 2023	21
Presenter: Sonia S. Flores	
11. Action Items	
A. Consider approval of Election of Officers	
Presenter: Jason Olson	
B. Consider approval of ACT on Delegation of Authority to Approve the Agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding)	24
Presenter: Shay Adams	
C. Consider approval of Budget for 2023-2024	28
Presenter: Shay Adams	
D. Consider approval of Strike Fire Lane Replacement	29
Presenter: Rick Martin	
E. Consider approval of Monument Sign Replacements District-Wide	32
Presenter: Mickey James	
12. Consent Agenda	
A. Consider approval of Compensation for the 2023-2024 School Year	38
Presenter: Asheley Brown	
B. Consider approval of Reclassification of Construction Services Position	39
Presenter: Asheley Brown	
C. Consider approval of HB3 Annual Board Goals	41
Presenter: Dr. Penny Tramel	
D. Consider approval of Staff Development Waiver for 2023-2024 School Year	43
Presenter: Dr. Penny Tramel	
E. Consider approval of Application for Modified Schedule for State Assessment Testing Days Waiver	45
Presenter: Dr. Penny Tramel	
F. Consider approval of Application for Teacher Data Portal of the Texas Assessment Management System Waiver	46
Presenter: Dr. Penny Tramel	
G. Consider approval of Application for Foreign Exchange Student Waiver	48
Presenter: Dr. Penny Tramel	
H. Consider approval of Financial Reports - April 2023	50
Presenter: Jesse Wyse	
I. Consider approval of Final Budget Amendment	87
Presenter: Jesse Wyse	
J. Consider approval of Request for Proposal #17-06-021-2 Depository Services	88
Presenter: Jesse Wyse	
K. Consider approval of Little Elm ISD Expenditures over \$100,000 Summary Report	91
Presenter: Shay Adams	
L. Consider approval of Little Elm ISD Interlocal Summary Report	94
Presenter: Shay Adams	
M. Consider approval of Request for Proposal #2019-002 Food Catering Services	97
Presenter: Shay Adams	

Village School Site #7

Presenter: Mickey James

13. Board President Comments

Presenter: Jason Olson

14. Board Comments

15. Superintendent Comments

16. Adjournment

If, during the course of the meeting, the Board of Trustees should determine that a closed meeting should be conducted, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq. The meeting will be held by the School Board at the date, hour, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the School Board may conveniently meet in such closed or executive meeting or session concerning any and all purposes permitted by the Act, including, but not limited to the following sections and purposes:

Texas Government Code Section:

- 551.071 Private consultation with the Board’s attorney.
- 551.072 Discussing purchase, exchange, lease, or value of real property.
- 551.073 Discussing negotiated contracts for prospective gifts or donations.
- 551.074 Discussing personnel or to hear complaints against personnel.
- 551.075 To confer with employees of the school district to receive information or to ask questions.
- 551.076 Considering the deployment, specific occasions, for or implementation of security personnel or devices.
- 551.082 Considering discipline of a public school child, or complaint or charge against personnel.
- 551.0821 Considering personally identifiable information about public school student.
- 551.083 Considering the standards, guidelines, terms, or conditions the board will follow, or will instruct its representatives to follow, in consultation with representatives of employees groups,
- 551.084 Excluding witnesses from a hearing.

Before any closed meeting is convened, the presiding officer will publicly identify the section or sections or the Act authorizing the closed meeting.

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed or executive session, then the final action, final decision, or final vote shall be either:

- (a) in the open meeting covered by the Notice upon the reconvening of the public meeting, or
- (b) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

Superintendent

Original copy of this agenda was posted on the bulletin board at the Little Elm ISD Administration Building 72 hours prior to the scheduled meeting.

Sonia S. Flores

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 5/16/2022	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	INTENT TO APPLY FOR FEDERAL FUNDING 2023-2024				
Presenter or Contact Person:	Dr. Ashley Glover, Director for Assessment and Federal Programs;				
Policy/Code:	EHBD (LEGAL)				
Strategic Plan Goal:	Ensuring Fiscal Health & Sustainability: We will ensure funding for teaching and learning, operation, and capital improvements to support student success at every level.				
Summary:	Information regarding Little Elm ISD's intent to apply for federal funding for the 2023-2024 school year.				
Financial Implications:	Funding by Federal Program for Every Student Succeeds Act (ESSA), Individuals with Disabilities Act (IDEA), Carl D. Perkins (Perkins CTE), Additional Grant Opportunities				
Attachments:	Public Notice: Intent to Apply for Federal Programs Funding				
Recommendation:	No recommendation is necessary.				
Motion:	Item is for informational purposes only. No motion is necessary.				

Intent to Apply for Federal Program Funding 2023-2024

Federal Funds Include:

- ESSA Consolidated Federal Grant Application
- Strengthening Career and Technical Education for the 21st Century Act (Perkins V/CTE)
- Special Education Consolidated Grant Application (State/Federal)/ IDEA
- ARP Homeless II (Continuation via Needs-Based Evaluation)
- ARP: American Rescue Plan (ESSER III: Continuation via Needs-Based Evaluation)
- Additional Grant Opportunities: Safety & Security Grants, Blended Learning, Needs-Based



Intent to Apply for Federal Program Funding 2023-2024

Fund	Entitlement Amount	Grant Period
Title I	\$670,232	07/01/23-09/30/24
Title II	\$19,2703	07/01/23-09/30/24
Title III	\$161,095	07/01/23-09/30/24
Title IV	\$49,320	07/01/23-09/30/24
Perkins V: Strengthening CTE	\$61,480	06/15/23-08/15/23
IDEA Formula-B	\$1,260,189	06/07/23-09/30/24
IDEA_B PreK	\$13,082	06/07/23-09/30/24
Safety & Security Grant	\$424,481	06/01/22-04/30/25

*Additional Opportunities May Become Available



Opportunities to Provide Input on Federal Applications:

- Intent to Apply for Federal Funds via Zoom 6.8.23 @4pm
- DEIC Meeting in Person 6.12.23 @ 4:45pm
- District Contact & Availability
 - Dr. Ashley Glover aglover@littleelemlisd.net

Board Agenda Item

Little Elm Independent School District
400 Lobo Lane
Little Elm, Texas 75068

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 06-26-2023	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	DESTINATION 2025 DISTRICT GOALS UPDATE				
Presenter or Contact Person:	Dr. Penny Tramel, Assistant Superintendent for Curriculum and Learning Services				
Policy/Code:	N/A				
Strategic Plan Goal:	Destination 2025				
Summary:	The District will provide the Board with a Destination 2025 District Goals update.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	Destination 2025 District Goals Update June 2023				
Recommendation:	Item is for informational purposes only. No recommendation is necessary.				
Motion:	Item is for informational purposes only. No motion is necessary.				

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 6-26-2023	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	SPECIAL BOARD MEETING MINUTES - 5/01/2023				
Presenter or Contact Person:	Sonia S. Flores				
Policy/Code:	N/A				
Strategic Plan Goal:	N/A				
Summary:	Board Meeting Minutes for May 1, 2023.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	Meeting Minutes				
Recommendation:	The Administration recommends the approval of the Special Board Meeting Minutes for May 1, 2023.				
Motion:	I move that the Board approve the attached Special Board Meeting Minutes for May 1, 2023.				

Agenda of Special Meeting

The Board of Trustees Little Elm ISD

A Special Meeting of the Board of Trustees of Little Elm ISD will be held May 1, 2023, beginning at 5:15 PM in the Little Elm ISD Administration Building.

PRESENT: President Jason Olson, Vice President Monique Thompson, Trustee David Montemayor, Trustee Mary Watkins, and Superintendent Michael Lamb.

LATE: Secretary DeLeon English.

ABSENT: Trustee Ken Beber and Trustee Alejandro Flores.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. Call to Order Open Session in the Board Room at Little Elm ISD Administration Building on 400 Lobo Lane, Little Elm, Texas 75068. President Jason Olson called the meeting to order at 5:15 pm.
2. The Board recessed into Closed Meeting at 5:15 pm in the Board Support Conference Room as permitted by the Texas Open Meetings Act Code Subchapter 551.072 & 551.074. The Board and Superintendent discussed:
 - A. Personnel
 - B. Land
3. Introduction and Roll Call
Ms. Sonia S. Flores took roll call.
4. Citizen Input
Audience participation shall be permitted at regular Board meetings and shall be limited to the public comment portion designated for that purpose
There was no citizen input.
5. Action Items
 - A. Consider approval of New District Administrator FTE
Ms. Asheley Brown presented this item to the Board. Trustee Mary Watkins made the first motion to approve as discussed in closed session. Secretary DeLeon English seconded the motion. The motion passed (5-0).
 - B. Consider approval of the Hiring of Walker Middle School Principal
Ms. Asheley Brown briefed the Board about this. Trustee David Montemayor made the first motion to approve as discussed in closed session. Trustee Mary Watkins seconded the motion. The motion passed (5-0).
Ms. Asheley Brown announced Ms. Christi Silcox as the new Walker Middle School Principal.
6. Adjournment

Trustee David Montemayor made the first motion to adjourn the meeting. Vice President Monique Thompson seconded the motion. The motion passed (5-0). The meeting adjourned at 6:04 pm.

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
06-26-2023	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	REGULAR BOARD MEETING MINUTES - 5/15/2023.				
Presenter or Contact Person:	Sonia S. Flores				
Policy/Code:	N/A				
Strategic Plan Goal:	N/A				
Summary:	Board Meeting Minutes for May 15, 2023.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	Meeting Minutes				
Recommendation:	The Administration recommends the approval of the Regular Board Meeting Minutes for May 15, 2023.				
Motion:	I move that the Board approve the attached Regular Board Meeting Minutes for May 15, 2023.				

Minutes of Regular Meeting

The Board of Trustees Little Elm ISD

A Regular Meeting of the Board of Trustees of Little Elm ISD will be held May 15, 2023, beginning at 6:00 PM in the Little Elm ISD Administration Building.

PRESENT: President Jason Olson, Vice President Monique Thompson, Trustee Ken Beber, Trustee David Montemayor, Trustee Mary Watkins, and Superintendent Michael Lamb.

LATE: Secretary DeLeon English.

ABSENT: Trustee Alejandro Flores.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. Call to Order Open Session in the Board Room at Little Elm ISD Administration Building on 400 Lobo Lane, Little Elm, Texas 75068. Board President Jason Olson called the meeting to order at 6:00 pm.
2. The Board recessed into Closed Meeting at 6:00 pm in the Board Support Conference Room as permitted by the Texas Open Meetings Act Code Subchapter 551.072 & 551.074. The Board and Superintendent discussed:
 - A. Personnel
 - B. LandThe Board reconvened at 7:00 pm.
3. Pledge of Allegiance
The Board led those present to The Pledges of The United States Flag and The Texas Flag.
4. Invocation
There was no invocation.
5. Introduction and Roll Call
Ms. Sonia S. Flores took roll call.
6. Superintendent Spotlight
 - A. Student Recognition
This item was moved to the end of the Superintendent Spotlight.
Mr. Ross Roberts and Campus Administrators presented the Students of the Month Recognitions.
 - B. Career and Technical Education
This item was moved to third under Superintendent Spotlight.
Mr. Ross Roberts presented Dr. JJ Ayers and Mr. Frank Felice who celebrated the students from the CTE and Fine Arts Programs.
 - C. President's Volunteer Service Award
This item was moved to second under Superintendent Spotlight.

Ms. Keisha Brown presented this Award to those students who earned it.

D. Nationally Certified STEM District

Dr. Penny Tramel presented this item to those present and thanked Jennifer Bernabo for her hard work to make this happen.

This item was moved to the beginning of the Superintendent's Report.

7. Reports of the Superintendent

A. Curriculum and Learning Update

Mr. Frank Felice and JJ Ayers presented the following to the Board.

Fine Arts and Career Technical Education

- Fine Arts Program Scope
- Fine Arts Budget
- Fine Arts Staffing
- Fine Arts Goals
- Fine Arts Activities
- Fine Arts Performance Data
- Fine Arts Program Needs
- CTE Program Scope
- Budget
- CTE Staffing
- CTE Program Goals
- CTE Activities
- CTE Performance Data
- CTE Program Needs

B. 4th Quarter Demographic Report

Mr. Alfred Gaches shared those present with the following:

- Local Economic Conditions
- DFW NEW HOME STARTS & Closings
- Housing Market Trends: Multi-family Market – December 2022
- Little Elm ISD Housing Market Analysis
- DFW New Home Ranking Report
- District New Home Starts and Closings
- 1 Year Change in District Housing
- District Housing Overview by Elementary Zone
- District Housing Overview
- Residential Activity
- District Multi-Family Overview
- Ten year Forecast by Grade Level
- Ten Year Forecast by Elementary Campus
- Ten Year Forecast by Secondary Campus
- Key Takeaways

C. Little Elm High School Block Schedule

Superintendent Mike Lamb gave the public an update on this item.

D. Goals and Objectives

Superintendent Michael Lamb briefed the Board about this item.

8. Citizen Input

Audience participation shall be permitted at regular Board meetings and shall be limited to the public comment portion designated for that purpose

- Beth Wood – Bullying – Not present
- Meg Reed – New Board Members
- Ty Phillips – A challenge for our Board Members

9. Approval of Minutes

A. Consider approval of Regular Board Meeting Minutes - April 17, 2023

Ms. Sonia S. Flores presented this item to the Board.

Vice President Monique Thompson made the first motion to approve this item as submitted. Trustee Mary Watkins seconded the motion. The motion passed (6-0).

B. Consider approval of Special Meeting Minutes - April 18, 2023

Ms. Sonia S. Flores briefed the Board about this item.

Trustee Mary Watkins made the first motion to approve this item as submitted.

Secretary DeLeon English seconded the motion. The motion passed (6-0).

C. Consider approval of Special Meeting Minutes (Level 3 Grievance) - April 18, 2023

Ms. Sonia S. Flores shared this item with the Board.

Trustee Mary Watkins made the first motion to approve this item as submitted. Trustee David Montemayor seconded the motion. The motion passed (4-0). Trustees Monique Thompson and DeLeon English abstained from voting.

10. Action Items

A. Discuss and approve the Revised 2022-2023 Compensation Plan

Ms. Asheley Brown briefed the Board about this item. As the District continues to analyze the compensation market, increases to the minimum hourly rate for particular non-exempt job categories are recommended.

Secretary DeLeon English made the first motion to approve as submitted. Trustee Mary Watkins seconded the motion. The motion passed (6-0).

B. Consider approval of the Hiring of the Director for Accountability

Ms. Asheley Brown shared this item with the Board. After a thorough interview and selection process, we are bringing to the Board to consider our recommendation for Director for Accountability.

Trustee Mary Watkins made the first motion to approve as discussed in closed session.

Secretary DeLeon English seconded the motion. The motion passed (6-0).

Ms. Asheley Brown announced Mr. Jason Evans as the new Director for Accountability.

C. Consider approval of the Hiring of the Director for Academic Programs

Ms. Asheley Brown presented this item to the Board. After a thorough interview and selection process, we are bringing to the Board to consider our recommendation for Director for Academic Programs.

Trustee David Montemayor made the first motion to approve this item as discussed in closed session. Trustee Mary Watkins seconded the motion. The motion passed (6-0).

Ms. Asheley Brown announced Kimberly Chow Jackson as the new Director for Academic Programs.

D. Consider approval of the Hiring of the Executive Director for Construction Services

Ms. Asheley Brown presented this item to the Board. After a thorough interview and selection process, we are bringing to the Board to consider our recommendation for the Executive Director for Construction Services.

Vice President Monique Thompson made the first motion to approve as discussed in closed session. Trustee David Montemayor seconded the motion. The motion passed (6-0).

Ms. Asheley Brown announced Mickey James as the new Executive Director of Construction Services.

E. Consider approval of the Hiring of the Executive Director for Special Populations

Ms. Asheley Brown briefed the Board about this item. After a thorough interview and selection process, we are bringing to the Board to consider our recommendation for the Executive Director for Special Populations.

Trustee Mary Watkins made the first motion to approve this item as discussed in closed session. Trustee Ken Beber seconded the motion. The motion passed (6-0).

Ms. Ashele Brown announced Kristi Roberts as the new Executive Director for Special Populations.

F. Consider approval of the Survey Request for Lakewood Village Site

Mr. Rick Martin briefed the Board about this item. This is to request approval to secure a topographic survey for the Elementary #7 site ahead of design.

Trustee Mary Watkins made the first motion to approve as submitted. Secretary DeLeon English seconded the motion. The motion passed (6-0).

G. Consider approval of the Architect Selection for Elementary #7

Mr. Rick Martin briefed the Board about this item. Requesting approval to award CORGAN as the architect of record for this project.

Vice President Monique Thompson made the first motion to approve as submitted.

Trustee DeLeon English seconded the motion. The motion passed (6-0).

H. Consider approval of the HVAC Replacement at Zellars

Mr. Rick Martin shared this item with the Board. Requesting approval for replacement of a 3-ton HVAC unit and expansion of controls at Zellars.

Secretary DeLeon English made the first motion to approve this item as submitted. Vice President Monique Thompson seconded the motion. The motion passed (6-0).

I. Consider approval of the Architect Selection for Classroom Additions at Little Elm High School

Mr. Rick Martin briefed the Board about this item. This is to request approval to award PBK as the architect of record for this project.

Secretary DeLeon English made the first motion to approve this item as submitted.

Trustee Mary Watkins seconded the motion. The motion passed (6-0).

J. Consider approval of the Architect Selection for Orchestra Addition at Strike and Walker Middle Schools

Mr. Rick Martin shared information about this item with the Board. This is to request approval to award Huckabee as the architect of record for this project and authorize geotechnical and survey work.

Trustee Ken Beber made the first motion to approve this item as submitted. Trustee Mary Watkins seconded the motion. The motion passed 6-0).

K. Consider approval of the Playground Additions and Replacements District-Wide

Mr. Rick Martin briefed the Board about this item. This is requesting approval for elementary playground additions and replacements at various campuses.

Trustee David Montemayor made the first motion to approve as submitted. Trustee Mary Watkins seconded the motion. The motion passed (6-0).

11. Consent Agenda

A. Consider approval of the 2022-2023 SHAC Report

B. Consider approval of the Financial Reports - March 2023

C. Consider approval of the Little Elm ISD Expenditures over \$100,000 Summary Report

D. Consider approval for the Engagement of Independent Auditors

E. Consider approval of Request for Proposal #2019-002 Food Catering Services

Trustee Ken Beber made the first motion to approve the agenda as submitted. Trustee DeLeon English seconded the motion. The motion passed (6-0).

12. Board President Comments

Mr. Jason Olson thanked everyone who showed appreciation to our teachers, specially Trustee Watkins for her idea about recognizing them.

Mr. Olson also reminded those present about graduation.

13. Board Comments

Trustee Mary Watkins thanked the staff for staying late. Ms. Watkins was also happy to celebrate the teachers and is looking forward to graduation.

Secretary DeLeon English thanked Superintendent Lamb for the reports. He also thanked the teachers.

Trustee David Montemayor thanked the staff and administration for all the hard work. Mr. Montemayor mentioned that he is excited about graduation and next year.

Trustee Ken Beber thanked the staff for staying late. He also mentioned being excited about the first Fine Arts signing day and thanked teachers for everything they do.

Vice President Monique Thompson was excited about her last meeting and how she has learned some beautiful and hard things. Dr. Thompson is also looking forward to the future and all she has on her plate like spending time with her family, The Mayor's Math Challenge, the Zero Debt College Program, etc. She also asked for people to think before they put unkind and untrue things out there. People have children and they don't need to be exposed to this kind of situations. We have to think about our children and the people who lead, need to lead with integrity.

14. Superintendent Comments

Mr. Michael Lamb – "This is a great night to be a Lobo"

15. Adjournment

Vice President Monique Thompson made the first motion to adjourn the meeting. Trustee Ken Beber seconded the motion. The motion passed (6-0).

The meeting adjourned at 9:43 pm.

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 6-26-2023	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	SPECIAL BOARD MEETING MINUTES - 5/16/2023				
Presenter or Contact Person:	Sonia S. Flores				
Policy/Code:	N/A				
Strategic Plan Goal:	N/A				
Summary:	Board Meeting Minutes for May 16, 2023.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	Meeting Minutes				
Recommendation:	The Administration recommends the approval of the Special Board Meeting Minutes for May 16, 2023.				
Motion:	I move that the Board approve the attached Special Board Meeting Minutes for May 16, 2023.				

Agenda of Special Meeting

The Board of Trustees Little Elm ISD

A Special Meeting of the Board of Trustees of Little Elm ISD will be held May 16, 2023, beginning at 9:00 AM in the Little Elm ISD Administration Building.

PRESENT: President Jason Olson and Trustee David Montemayor.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

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1. Call to Order Open Session in the Board Room at Little Elm ISD Administration Building on 400 Lobo Lane, Little Elm, Texas 75068. The meeting was called to order at 9:00 am by President Jason Olson.

2. Introduction and Roll Call

Ms. Sonia S. Flores took roll call.

3. Citizen Input

Audience participation shall be permitted at regular Board meetings and shall be limited to the public comment portion designated for that purpose

There was no citizen input.

4. Consider approval of the Adoption of the Canvassing Returns and Declaring Results of the May 6, 2023 Board Election.

Trustee David Montemayor made the first motion to adopt the Canvassing Returns and Declaring Results of the May 6, 2023 Board Election as submitted by Denton County.

President Jason Olson seconded the motion.

5. Adjournment

Trustee David Montemayor made the first motion to adjourn the meeting. President Jason Olson seconded the motion. The motion passed (2-0).

The meeting adjourned at 9:12 am.

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 6-26-2023	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	SPECIAL BOARD MEETING MINUTES - 5/17/2023				
Presenter or Contact Person:	Sonia S. Flores				
Policy/Code:	N/A				
Strategic Plan Goal:	N/A				
Summary:	Board Meeting Minutes for May 17, 2023.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	Meeting Minutes				
Recommendation:	The Administration recommends the approval of the Special Board Meeting Minutes for May 17, 2023.				
Motion:	I move that the Board approve the attached Special Board Meeting Minutes for May 17, 2023.				

Agenda of Special Meeting

The Board of Trustees Little Elm ISD

A Special Meeting of the Board of Trustees of Little Elm ISD will be held May 17, 2023, beginning at 6:00 PM in the Little Elm ISD Administration Building.

PRESENT: President Jason Olson, Trustee Ken Beber, Trustee David Montemayor, Trustee Mary Watkins, and Superintendent Michael Lamb.

ABSENT: Vice President Monique Thompson, Secretary DeLeon English, and Trustee Alejandro Flores.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. Call to Order Open Session in the Board Room at Little Elm ISD Administration Building on 400 Lobo Lane, Little Elm, Texas 75068. The meeting was called to order by President Jason Olson at 6:00 pm.
2. Introduction and Roll Call
Ms. Sonia S. Flores took roll call.
3. The Board will recess into Closed Meeting to consider the Expulsion Review of a student in the Board Room as permitted by the Texas Open Meetings Act Code Subchapter 551.071, 551.074, 551.082, and 551.0821.
There was no need to go into Closed Meeting because the parents were not present.
4. Citizen Input
Audience participation shall be permitted at regular Board meetings and shall be limited to the public comment portion designated for that purpose
There was no citizen input.
5. Consider and take action, if any, on the Expulsion Review
There was no need to consider and take action because the parents were not present.
6. Adjournment
Trustee Ken Beber made the first motion to adjourn the meeting. Trustee Mary Watkins seconded the motion. The motion passed (4-0).
The meeting adjourned at 6:03 pm.

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 6-26-2023	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	SPECIAL BOARD MEETING MINUTES - 5/31/2023				
Presenter or Contact Person:	Sonia S. Flores				
Policy/Code:	N/A				
Strategic Plan Goal:	N/A				
Summary:	Board Meeting Minutes for May 31, 2023.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	Meeting Minutes				
Recommendation:	The Administration recommends the approval of the Special Board Meeting Minutes for May 31, 2023.				
Motion:	I move that the Board approve the attached Special Board Meeting Minutes for May 31, 2023.				

Agenda of Special Meeting

The Board of Trustees Little Elm ISD

A Special Meeting of the Board of Trustees of Little Elm ISD will be held May 31, 2023, beginning at 6:00 PM in the Little Elm ISD Administration Building.

PRESENT: President Jason Olson, Secretary DeLeon English, Trustee David Montemayor, Trustee Mary Watkins, Trustee Alejandro Flores, and Superintendent Michael Lamb.

ABSENT: Vice President Monique Thompson, and Trustee Ken Beber.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. Call to Order Open Session in the Board Room at Little Elm ISD Administration Building on 400 Lobo Lane, Little Elm, Texas 75068. Board President Jason Olson called the meeting to order at 6:00 pm.
2. The Board recessed into Closed Meeting at 6:01 pm in the Board Support Conference Room as permitted by the Texas Open Meetings Act Code Subchapter 551.072 & 551.074. The Board and Superintendent discussed:
 - A. Personnel
 - B. LandThe Board reconvened at 6:44 pm.
3. Introduction and Roll Call
Ms. Sonia S. Flores took roll call.
4. Citizen Input
Audience participation shall be permitted at regular Board meetings and shall be limited to the public comment portion designated for that purpose
There was no citizen input.
5. Action Items
 - A. Consider approval of the Hiring of the Deputy Superintendent
Ms. Asheley Brown approached the Board about this item. Trustee Mary Watkins made the first motion to approve this item as discussed in closed session. Trustee David Montemayor seconded the motion. The motion passed (5-0).
Ms. Brown announced the hiring of Mr. Donald Bartlett as the new Deputy Superintendent.
 - B. Consider approval of the Reclassification of Special Populations
Ms. Asheley Brown approached the Board about this item. The Special Populations department will be restructured to better meet the needs of the district. Secretary DeLeon English made the first motion to approve this item as submitted. Trustee Mary Watkins seconded the motion. The motion passed (5-0).

C. Consider approval of the Board Operating Procedures Update

This item was tabled.

D. Consider approval of Little Elm ISD Expenditure over \$100,000 Summary Report

Ms. Shay Adams briefed the Board about this item. This allows LEISD to purchase products or services valued over \$100,000. Trustee Mary Watkins made the first motion to approve this item as submitted. Secretary DeLeon English seconded the motion. The motion passed (5-0).

6. Adjournment

Trustee David Montemayor made the first motion to adjourn the meeting. Secretary DeLeon English seconded the motion. The motion passed (5-0).

The meeting adjourned at 6:49 pm.

Board Agenda Item

Little Elm Independent School District

400 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date 06-26-2023	Reports of the Superintendent <input type="checkbox"/>	Action Item <input checked="" type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	ACT ON DELEGATION OF AUTHORITY TO APPROVE THE AGREEMENT FOR THE PURCHASE OF ATTENDANCE CREDIT (NETTING CHAPTER 48 FUNDING)				
Presenter or Contact Person:	Shay Adams, Assistant Superintendent for Business & Finance				
Policy/Code:	Texas Education Code Chapter 48 and 49 (previously Chapter 41)				
Strategic Plan Goal:	Ensuring Fiscal Health and Sustainability				
Summary:	<p>HB3 updated the statutes surrounding qualifications for recapture payments. Recapture is no longer tied to a certain level of wealth per WADA. Districts are now subject to recapture payments if they have local revenue in excess of entitlement. A district is considered to have excess local revenue if the district's tier one local share exceeds the district's entitlement. The district must reduce its tier one revenue by selecting one of the following five statutory options:</p> <ol style="list-style-type: none">1) Consolidate with one or more other school districts2) Detachment of property3) Purchase of average daily attendance credits from the State4) Contract for education of non-resident students5) Tax base consolidation with another district <p>Option #3 is the most feasible for the district, and is the option most districts with excess local revenue chose.</p>				

Financial Implications:	LEISD's anticipated 2023-24 cost of recapture will be approximately \$5,389,555.00.
Attachments:	2023-24 Agreement for the Purchase of Attendance Credit Netting Chapter 48 Funding
Recommendation:	The Administration recommends delegating authority to the Superintendent to approve the Agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding).
Motion:	I move "For the 2023-2024 school year, we delegated contractual authority to obligate the school district under Texas Education Code (TEC) 11.1511(c)(4) to the superintendent, solely for the purpose of obligating the district under TEC, 48.257 and TEC, Chapter 49, Subchapters A and D, and the rules adopted by the commissioner of education as authorized under TEC, 49.006. This included approval of the Agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding)."

Agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding)

This agreement is entered into pursuant to the Texas Education Code (TEC), Chapter 49, Subchapters A and D, and rules adopted by the commissioner of education as authorized by the TEC, §49.006. The purpose of this agreement is to enable the district to reduce its local revenue level to a level not to exceed the level established under TEC, §48.257 for the school year.

The school year to which this agreement applies is 2023-2024 (the “school year”).

The agreement is for Little Elm Independent School District (“the district”), with a county-district number of 061-914, to purchase attendance credit from the state for the school year.

The local revenue level in excess of entitlement will be based on the commissioner’s estimate of the cost of credit as determined under TEC, §49.153, using the district’s projected maintenance and operations tax revenue that exceeds the level established under TEC, §48.257. Provisions in the TEC, §48.257(c), allow districts to offset the reduction of excess local revenue against state aid under Chapter 48, Education Code, that is not described by TEC, §48.266(a)(3) for the school year. A district that is subject to the reduction in excess local revenue agrees to offset its obligations against state aid in accordance with the provisions specified in the TEC, §48.257(c).

When near-final data are available following the close of the school year to which this agreement applies, the district’s entitlement under Chapter 48 will be recalculated. If the district’s state aid under Chapter 48, Education Code, that is not described by TEC, §48.266(a)(3) is less than the cost of recapture as determined by the commissioner in accordance with the TEC, §49.153, using near-final data, the district will be required to have an election and the recapture balance will be recovered in accordance with TEC, §48.272, by withholding subsequent allocations of state funds or requiring and obtaining a refund.

The actual cost of credit for the school year will be determined by the commissioner in accordance with the TEC, §49.153, when final data on the district’s maintenance and operations tax revenue that exceeds the level established under TEC, §48.257 is available.

The cost of purchased attendance credit will be reduced for county appraisal district costs. The reduction will be computed in accordance with the TEC, §49.157. If the reduction exceeds the cost for the school year, the difference will be carried forward and applied to each subsequent year’s cost until the total amount of the reduction has been exhausted.

Date:

Signature of President, Board of Trustees

Date:

Signature of Secretary, Board of Trustees

Signature of Superintendent

Michael Lamb

Date:

Typed Name of Superintendent

Date:

Signature of Commissioner of Education or Designee

Board Agenda Item

Little Elm Independent School District
300 Lobo Lane
Little Elm, Texas 75068

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
Board Mtg. Date 06-26-2023	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	ADOPTION OF BUDGET FOR 2023-2024				
Presenter or Contact Person:	Shay Adams, Assistant Superintendent for Business & Finance				
Policy/Code:	Board Legal Status Powers and Duties – BAA (Local) Annual Operating Budget – CE (Local)				
Summary:	Discuss Little Elm ISD’s 2023-2024 Budget				
Financial Implications:	The adoption of the proposed budget support the education initiative of Little Elm ISD				
Attachments:	Under separate cover.				
Recommendation:	The Administration recommends approval of the proposed Budget for the Fiscal Year 2023-2024.				
Motion:	I move that the Board approves the proposed Budget for Fiscal Year 2023-2024.				

Board Agenda Item

Little Elm Independent School District
 300 Lobo Lane
 Little Elm, Texas 75068

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 6-26-2023	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	STRIKE FIRE LANE REPLACEMENT				
Presenter or Contact Person:	Rick Martin, Executive Director of Construction				
Policy/Code:	CVD (LOCAL)				
Strategic Plan Goal:	To ensure fiscal health & sustainability.				
Summary:	Requesting approval to replace the damaged fire lane pavement around Strike Middle School				
Financial Implications:	Total cost to be \$770,000 for the concrete work and materials testing, being paid from retainage held on the Cadence contract				
Attachments:	Proposals from Big Sky and D&S				
Recommendation:	The Administration recommends the approval of these vendors and costs as presented, and to authorize the Superintendent or his designee to execute the required purchase documents.				
Motion:	I move the Board approve these vendors and costs as presented, and authorize the Superintendent or his designee to execute the required purchase documents.				



507 Exposition Ave. • Dallas, TX 75226 • 972.226.4704 • 972.226.6133

June 9, 2023

Rick Martin
Little Elm ISD
Executive Director of Construction & Operations
300 Lobo Lane
Little Elm, Texas 75068

Subject: Little Elm Independent School District – Strike Middle School Paving Replacement

Dear Mr. Martin:

Big Sky Construction would like to express our interest in providing construction services for pavement replacement at New Strike Middle School for the Little Elm Independent School District.

Included within this submission:

New Strike Middle School – Paving Replacement	Amount: \$749,550.00
Includes: Replacing 34,200sf of cracked firelane paving with 7” 4000psi concrete with #4 rebar 12” o.c.e.w. 6” TXDOT flexbase subgrade. Caulking and firelane marking.	Per plans by Glenn Engineering
Excludes: Materials testing.	

Thank you for your invitation to submit on this project. We are confident you will select Big Sky Construction to best meet your needs and look forward to hitting the ground running at the very outset of your decision.

Sincerely,

Robert Long
President
Big Sky Construction Co., Inc.



D&S Engineering Labs
 1101 Shady Oaks Drive
 Denton, Texas 76205
 Phone: 903.735.3733

Budget Estimate for Construction Materials
 Testing & Observation Services
Strike Middle School Panel Replacement
 The Colony, TX
D&S 23-0549B

Item	Quantity	Unit	Unit Rate	Total
Earthwork Observation & Testing Paving & Utilities				
Moisture Density Relations (ASTM D698 - Method A or B)		each	\$185.00	\$0.00
Moisture Density Relations (ASTM D698 - Method C)	1	each	\$200.00	\$200.00
Atterberg Limits (ASTM 4318)	1	each	\$85.00	\$85.00
Sieve Analysis (Tex-110-E)	1	each	\$250.00	\$250.00
Oversized Rock Correction	1	each	\$75.00	\$75.00
Sulfate Content in Soils, Colorimetric Method		each	\$100.00	\$0.00
Lime Series With Recommendation Report, Plasticity Index Method		each	\$450.00	\$0.00
In-Place Moisture-Density Tests (Paving) Min 3 Per Trip	110	each	\$15.00	\$1,650.00
Certified Engineering Soils Technician - Paving (Min. 4 hrs. per trip)	92	hour	\$60.00	\$5,520.00
Trip Charge	23	trip	\$50.00	\$1,150.00
Project Manager	8	hour	\$115.00	\$920.00
Project Administration	n/a	%	10	\$985.00
Estimated Total for Earthwork Services for Paving & Utilities:				\$10,835.00
Concrete Observation & Testing - Paving				
Concrete Test Cylinders (4 x 8 inch) (Includes: ambient & concrete temperatures, slump, air & unit weight)	55	each	\$20.00	\$1,100.00
Certified Engineering Concrete Technician (Min. 4 hrs. per trip) (Includes reinforcing observation & cylinder pick up)	77	hour	\$60.00	\$4,620.00
Trip Charge	22	trip	\$50.00	\$1,100.00
Project Manager	6	hour	\$115.00	\$690.00
Project Administration	n/a	%	10	\$751.00
Estimated Total for Concrete Services for Paving:				\$8,261.00
Project Setup Fee	1	each	\$100.00	\$100.00
Allowance for Sr. Engineer, Site Visits, Compliance Letters, ect.	2	hour	\$185.00	\$370.00
				\$470.00
Estimated Total for Above Services:				\$19,566.00

SCHEDULED ASSUMPTIONS AND NOTES

Earthwork

Existing lime-treated layer to be removed and replaced with 6-inch flexible base layer
 Flexible base to meet TxDOT Item 247 Grade I/II specifications
 Exposed subgrade to be scarified, moisture conditioned, and density tested prior to placement of flex base for each panel
 Twenty-two (22) trips are assumed for density testing, based upon 11 concrete placements

Concrete

We estimate eleven (11) total concrete placements; 5 panels per concrete placement
 Reinforcing steel inspections will be performed at time of concrete placement
 Each concrete placement will require a separate trip for concrete cylinder retrieval the following day
 Saturday, Holiday, and Overtime rates are not included

Board Agenda Item

Little Elm Independent School District
300 Lobo Lane
Little Elm, Texas 75068

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 6-26-2023	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	MONUMENT SIGN REPLACEMENTS DISTRICT-WIDE				
Presenter or Contact Person:	Rick Martin, Executive Director of Construction				
Policy/Code:	CVD (LOCAL)				
Strategic Plan Goal:	To ensure fiscal health & sustainability.				
Summary:	Requesting approval to replace the monument sign faces at all elementary school campuses and the high school				
Financial Implications:	Total cost to be \$149,794.40 for the seven replacements identified in the attached proposal, paid from the Phase I sale of the 2022 Bond				
Attachments:	Proposal from Benchmark Signs				
Recommendation:	The Administration recommends the approval of this vendor and costs as presented, and to authorize the Superintendent or his designee to execute the required purchase documents.				
Motion:	I move the Board approve this vendor and costs as presented, and authorize the Superintendent or his designee to execute the required purchase documents.				

BENCHMARK SIGNS
 1822 Barnett Dr.
 Weatherford, TX 76087
 P: 817-560-9965
 WOB - Fed

**Project
 LEISD
 MARQUEE SIGN
 RETROFITS**

Date: 5/17/23
 P14524-23
 Carl Brooks
 cbrooks@benchmarksigns.biz
 Ext 101
 Page 1 of 5

Quantity	Unit	Size	Description	Unit Price	Subtotal	TOTAL
			GENERAL NOTE: BENCHMARK SIGNS HAS MADE EVERY EFFORT TO MAKE A REASONABLE INTERPRETATION OF THE PLANS AND SPECS AND RESERVES ITS RIGHT TO REPRICE ANY ITEM LISTED BELOW BASED ON THE ARCHITECT AND OWNER'S TRUE INTENT OF THE CONSTRUCTION DOCUMENTS WHICH MAY DIFFER FROM THE DESCRIPTIONS BELOW.			
			BASIC SCOPE OF WORK FOR EACH SCHOOL			
			REMOVE EXISTING SIGN AND REPLACE WITH NEW BACK-LIT CABINET SIGN.			
			BACK-LIT CABINET			
			SCOPE OF WORK: REMOVE THE EXISTING LED MARQUEE SIGN AND REPLACE WITH BACK-LIT WALL CABINET WITH PUSH THRU LETTERS AND LOGO			
			BRENT ELEMENTARY			
1	ea	72" x 30" X 6"	DOUBLE-SIDED BACK-LIT WALL CABINET WITH PUSH THRU LETTERS (TEXT: LITTLE ELM ISD, BRENT ELEMENTARY), WITH 24" X 1" DEEP FABRICATED BRUSHED ALUMINUM LOGO W/ PAINTED BLUE OUTLINE AND 8" Cast Aluminum Address, Number, Helvetica Font, Satin Brushed Finish, TEXT: 500 (2 SETS)	\$ 19,501.70	\$ 19,501.70	\$ 19,501.70
1	ls		Submittals, Set-up Fees, Trip Charges	\$ 1,897.50	\$ 1,897.50	\$ 1,897.50
			TOTAL: BRENT ES		\$ 21,399.20	\$ 21,399.20

**Project
 LEISD
 MARQUEE SIGN
 RETROFITS**

CHAVEZ ELEMENTARY						
1	ea	72" x 30" X 6"	DOUBLE-SIDED BACK-LIT WALL CABINET WITH PUSH THRU LETTERS (TEXT: LITTLE ELM ISD, CHAVEZ ELEMENTARY), WITH 24" X 1" DEEP FABRICATED BRUSHED ALUMINUM LOGO W/ PAINTED BLUE OUTLINE AND 8" Cast Aluminum Address, Number, Helvetica Font, Satin Brushed Finish, TEXT: 2600 (2 SETS)	\$19,501.70	\$ 19,501.70	\$ 19,501.70
1	ls		Submittals, Set-up Fees, Trip Charges	\$ 1,897.50	\$ 1,897.50	\$ 1,897.50
TOTAL: CHAVEZ ES					\$ 21,399.20	\$ 21,399.20
HACKBERRY ELEMENTARY						
1	ea	72" x 30" X 6"	DOUBLE-SIDED BACK-LIT WALL CABINET WITH PUSH THRU LETTERS (TEXT: LITTLE ELM ISD, HACKBERRY ELEMENTARY), WITH 24" X 1" DEEP FABRICATED BRUSHED ALUMINUM LOGO W/ PAINTED BLUE OUTLINE AND 8" Cast Aluminum Address, Number, Helvetica Font, Satin Brushed Finish, TEXT: 7200 (2 SETS)	\$19,501.70	\$ 19,501.70	\$ 19,501.70
1	ls		Submittals, Set-up Fees, Trip Charges	\$ 1,897.50	\$ 1,897.50	\$ 1,897.50
TOTAL: HACKBERRY ES					\$ 21,399.20	\$ 21,399.20

**Project
 LEISD
 MARQUEE SIGN
 RETROFITS**

LAKEVIEW ELEMENTARY						
1	ea	72" x 30" X 6"	DOUBLE-SIDED BACK-LIT WALL CABINET WITH PUSH THRU LETTERS (TEXT: LITTLE ELM ISD, LAKEVIEW ELEMENTARY), WITH 24" X 1" DEEP FABRICATED BRUSHED ALUMINUM LOGO W/ PAINTED BLUE OUTLINE AND 8" Cast Aluminum Address, Number, Helvetica Font, Satin Brushed Finish, TEXT: 1800 (2 SETS)	\$19,501.70	\$ 19,501.70	\$ 19,501.70
1	ls		Submittals, Set-up Fees, Trip Charges	\$ 1,897.50	\$ 1,897.50	\$ 1,897.50
TOTAL: LAKEVIEW ES					\$ 21,399.20	\$ 21,399.20
PRESTWICK ELEMENTARY						
1	ea	72" x 30" X 6"	DOUBLE-SIDED BACK-LIT WALL CABINET WITH PUSH THRU LETTERS (TEXT: LITTLE ELM ISD, PRESTWICK ELEMENTARY), WITH 24" X 1" DEEP FABRICATED BRUSHED ALUMINUM LOGO W/ PAINTED BLUE OUTLINE AND 8" Cast Aluminum Address, Number, Helvetica Font, Satin Brushed Finish, TEXT: 3101 (2 SETS)	\$19,501.70	\$ 19,501.70	\$ 19,501.70
1	ls		Submittals, Set-up Fees, Trip Charges	\$ 1,897.50	\$ 1,897.50	\$ 1,897.50
TOTAL: PRESTWICK ES					\$ 21,399.20	\$ 21,399.20

**Project
 LEISD
 MARQUEE SIGN
 RETROFITS**

OAK POINT ELEMENTARY						
1	ea	72" x 30" X 6"	DOUBLE-SIDED BACK-LIT WALL CABINET WITH PUSH THRU LETTERS (TEXT: LITTLE ELM ISD, PRESTWICK ELEMENTARY), WITH 24" X 1" DEEP FABRICATED BRUSHED ALUMINUM LOGO W/ PAINTED BLUE OUTLINE AND 8" Cast Aluminum Address, Number, Helvetica Font, Satin Brushed Finish, TEXT: 401 (2 SETS)	\$19,501.70	\$ 19,501.70	\$ 19,501.70
1	ls		Submittals, Set-up Fees, Trip Charges	\$ 1,897.50	\$ 1,897.50	\$ 1,897.50
			TOTAL: OAK POINT ES		\$ 21,399.20	\$ 21,399.20
LITTLE ELM HIGH SCHOOL						
1	ea	72" x 30" X 6"	DOUBLE-SIDED BACK-LIT WALL CABINET WITH PUSH THRU LETTERS (TEXT: LITTLE ELM ISD, HIGH SCHOOL), WITH 24" X 1" DEEP FABRICATED BRUSHED ALUMINUM LOGO W/ PAINTED BLUE OUTLINE AND 8" Cast Aluminum Address, Number, Helvetica Font, Satin Brushed Finish, TEXT: 1900 (2 SETS)	\$19,501.70	\$ 19,501.70	\$ 19,501.70
1	ls		Submittals, Set-up Fees, Trip Charges	\$ 1,897.50	\$ 1,897.50	\$ 1,897.50
			TOTAL: LITTLE ELM HIGH SCHOOL		\$ 21,399.20	\$ 21,399.20
			GRAND TOTAL FOR ALL SEVEN SCHOOLS			149,794.40
INCLUDES:						
1)	PRICING INCLUDES MATERIALS LABOR, EQUIPMENT TO INSTALL ALL WORK LISTED ABOVE.					

BENCHMARK SIGNS
 1822 Barnett Dr.
 Weatherford, TX 76087
 P: 817-560-9965
 WOB - Fed

**Project
 LEISD
 MARQUEE SIGN
 RETROFITS**

Date: 5/17/23
 P14524-23
 Carl Brooks
 cbrooks@benchmarksigns.biz
 Ext 101
 Page 5 of 5

2)	THIS PROPOSAL INCLUDES UP TO 1 EA. MOVE INS FOR BASE BID WORK ONLY FOR EACH SCHOOL. ADDITIONAL MOVE INS WILL COST \$350.00 PER TRIP.				
3)	STAND BY TIME, WAITING FOR OTHERS, WILL BE BILLED AT \$175.00 PER HOUR				
4)	BENCHMARK SIGNS CURRENT INSURANCE COVERAGES: (\$1M- EACH OCCURRENCE, \$5M-GENERAL AGGREGATE, \$2M PRODUCTS COMP/ OP AGG, \$1M PERSONAL INJURY) APPLY. ADDITIONAL COVERAGES CAN BE PROVIDED FOR AN ADDITIONAL CHARGE.				
5)	PAY APPLICATIONS SUBMITTED ON AIA 702, 703 FORMS.				
6)	PRICING ABOVE INCLUDES THE COST FOR (1 EA.) ORIGINAL SUBMITTAL AND (1 EA.) REVISIONS THAT ARE NOT THE FAULT OF BENCHMARK SIGNS. EACH ADDITIONAL RE-SUBMITTAL, NOT THE FAULT OF BENCHMARK SIGNS WILL BE BILLED AT \$75.00 PER HOUR.				
EXCLUSIONS:					
1)	TAXES				
2)	BOND (5%)				
3)	ANY INTERIOR AND EXTERIOR SIGNS NOT LISTED ABOVE.				
NOTES:					
1)	IF ACCEPTED, THIS PROPOSAL SHALL BECOME A PART OF THE CONTRACT OR PURCHASE ORDER.				
2)	PRICES WILL ESCALATE 8% ON JANUARY 1, 2024, AND 8% EVERY JANUARY 1ST. THEREAFTER. IN ADDITION, BENCHMARK SIGNS RESERVES THE RIGHT TO ADJUST OUR PRICING DUE TO UNFORESEEN ECONOMIC CIRCUMSTANCES IN TODAYS MARKET.				
3)	THIS PROPOSAL MUST BE ACCEPTED NO LATER THAN 30 DAYS AFTER BID DATE.				
			ALL INFORMATION IN THE PROPOSAL IS CONFIDENTIAL AND FOR THE SOLE USE BETWEEN BENCHMARK SIGNS AND THE CUSTOMER AND MAY NOT BE SHARED OUTSIDE WITH ANY PARTY.		

Board Agenda Item

Little Elm Independent School District
400 Lobo Lane
Little Elm, Texas 75068

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 06-26-2023	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	COMPENSATION FOR THE 2023-2024 SCHOOL YEAR				
Presenter or Contact Person:	Asheley Brown, Executive Director for Human Resource Services				
Policy/Code:	DEAA, DEA, DEAB as appropriate				
Strategic Plan Goal:	We will recruit, recognize, and retain high quality and effective personnel to support student success at every level.				
Summary:	Information related to salary ranges, stipends, supplemental pay for temporary workers, and teacher new hire salary schedule.				
Financial Implications:	Included in the 2023-2024 budget.				
Attachments:	LEISD 2023-2024 Compensation Plan				
Recommendation:	The Administration recommends approval of the 2023-2024 compensation plan, contingent on Board approval of the 2023-2024 budget.				
Motion:	I move the Board approve the 2023-2024 compensation plan, contingent on Board approval of the 2023-2024 budget.				

Board Agenda Item

Little Elm Independent School District
400 Lobo Lane
Little Elm, Texas 75068

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 06-26-2023	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	RECLASSIFICATION OF CONSTRUCTION SERVICES POSITION				
Presenter or Contact Person:	Asheley Brown, Executive Director of Human Resource Services				
Policy/Code:	DCA, DCB, DC, and DCE as appropriate				
Strategic Plan Goal:	We will recruit, recognize, and retain high quality and effective personnel to support student success at every level.				
Summary:	<p>The Construction Services department will be restructured to better meet the needs of the district. The restructuring will allow for Bond funds to be utilized to reclassify an existing position to be able to supervise construction-related services both in the office and on active sites. The recommended reclassification is:</p> <ul style="list-style-type: none">Executive Administrative Assistant for Construction Services: 226 days, Clerk/Paraprofessional Paygrade 8 – RECLASSIFIED TO Construction Project Coordinator: 226 days, Administrative/Professional Paygrade 1				
Financial Implications:	Approximately \$10,000; funded by Bond dollars				
Attachments:	N/A				
Recommendation:	The Administration recommends approval of the reclassification of the Construction Services position as submitted.				
Motion:	I move the Board approve the reclassification of the Construction Services position as submitted.				

Board Agenda Item

Little Elm Independent School District
 400 Lobo Lane
 Little Elm, Texas 75068

Board Mtg. Date 06-26-2023	Reports of the Superintendent <input type="checkbox"/>	Action Item <input type="checkbox"/>	Consent Agenda <input checked="" type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	HB 3 ANNUAL BOARD GOALS				
Presenter or Contact Person:	Dr. Penny Tramel Assistant Superintendent for Curriculum and Learning				
Policy/Code:	N/A				
Strategic Plan Goal:	We will engage each student in learning experiences that increase student growth and achievement.				
Summary:	<p>House Bill 3 requires school boards to adopt detailed plans developed by district leadership teams that achieve goals in two key areas:</p> <ul style="list-style-type: none"> ● Early childhood literacy and mathematics proficiency (EC-LM) ● College, career, and military readiness (CCMR) <p>Both the EC-LM and CCMR plans have the following requirements:</p> <ul style="list-style-type: none"> ● Assign at least one district-level administrator to oversee the coordination of each plan ● Set specific, quantifiable, annual goals for five years at each campus ● Be reviewed at least annually by the board at a public meeting ● Post annual report on district and campus websites 				
Financial Implications:	The Board approved the HB3 Goals in August 2020.				
	There is no implication to the budget				

Attachments:

HB 3 Annual Board Goals

Recommendation:

The Administration recommends the Board approve the HB3 Annual Board Goals.

Motion:

I move the Board approve the HB3 Annual Board Goals.

Board Agenda Item

Little Elm Independent School District
400 Lobo Lane
Little Elm, Texas 75068

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 06-26-2023	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	STAFF DEVELOPMENT WAIVER FOR 2023-2024 SCHOOL YEAR				
Presenter or Contact Person:	Dr. Penny Tramel, Assistant Superintendent for Curriculum and Learning				
Policy/Code:	TEC) §25.081				
Strategic Plan Goal:	We will engage each employee in meaningful learning experiences that support student success.				
Summary:	Pursuant to Texas Education Code (TEC) §25.081 this waiver allows the district to train staff on various educational strategies designed to improve student performance in lieu of a maximum of: <ul style="list-style-type: none">• 2,100 minutes of student instruction for districts that provide operational and instructional minutes				
Financial Implications:	N/A				
Attachments:	N/A				
Recommendation:	The District recommends the Board approve the submission of the Staff Development Waiver for the 2023-2024 School Year.				
Motion:	I move the Board approve the submittal of the Staff Development Waiver for the 2023-2024 School Year.				

|

Board Agenda Item

Little Elm Independent School District
400 Lobo Lane
Little Elm, Texas 75068

Board Mtg. Date 06-26-2023	Reports of the Superintendent <input type="checkbox"/>	Action Item <input type="checkbox"/>	Consent Agenda <input checked="" type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	APPLICATION FOR MODIFIED SCHEDULE FOR STATE ASSESSMENT TESTING DAYS WAIVER				
Presenter or Contact Person:	Dr. Penny Tramel, Assistant Superintendent for Curriculum and Learning				
Policy/Code:	TEC 32.258				
Strategic Plan Goal:	N/A				
Summary:	This waiver allows the district or charter school to modify the schedule of classes for students who are not being tested to report to school after the state assessment testing period has ended thereby eliminating interruptions during testing period.				
Financial Implications:	There is no financial implication to the budget.				
Attachments:	N/A				
Recommendation:	The Administration recommends approval of the application for the Modified Schedule for State Assessment Testing Days Waiver as submitted.				
Motion:	I move the Board to approve the application for the Modified Schedule for State Assessment Testing Days Waiver as submitted.				

Board Agenda Item

Little Elm Independent School District
400 Lobo Lane
Little Elm, Texas 75068

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 06-26-2023	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	APPLICATION FOR TEACHER DATA PORTAL OF THE TEXAS ASSESSMENT MANAGEMENT SYSTEM WAIVER				
Presenter or Contact Person:	Dr. Penny Tramel, Assistant Superintendent for Curriculum and Learning				
Policy/Code:	TEC 32.258				
Strategic Plan Goal:	N/A				
Summary:	<p>Pursuant to §32.258 this waiver allows school districts and charter schools to apply for a waiver of participation in the teacher portal component of the Texas Assessment Management System. A waiver is granted if a district can provide assurance that the local teacher data portal meets the statutory requirements outlined in TEC 32.258.</p> <p>The District utilizes Illuminate SchoolCity as the District Assessment Management Portal which is in full compliance with the requirements for the waiver.</p> <p>The District has had a waiver from this requirements since its inception in 2011 as it is a burdensome requirement to have two systems in which student data is housed.</p>				
Financial Implications:	There is no financial implication to the budget.				
Attachments:	N/A				

Recommendation: | **The Administration recommends approval of the application for the Teacher Data Portal of the Texas Assessment Management System Waiver as submitted.**

Motion: | **I move the Board approve the application for the Teacher Data Portal of the Texas Assessment Management System Waiver as submitted.**

Board Agenda Item

Little Elm Independent School District
400 Lobo Lane
Little Elm, Texas 75068

Board Mtg. Date 06-26-2023	Reports of the Superintendent <input type="checkbox"/>	Action Item <input type="checkbox"/>	Consent Agenda <input checked="" type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	APPLICATION FOR FOREIGN EXCHANGE STUDENT WAIVER				
Presenter or Contact Person:	Dr. Penny Tramel, Assistant Superintendent for Curriculum and Learning Services				
Policy/Code:	BF(LLEGAL), FD(LLEGAL)				
Strategic Plan Goal:	We will engage each student in learning experiences that increase student growth and achievement.				
Summary:	This waiver allows the districts or charter schools to limit the number of foreign exchange students to a number that is 5 or more per high school under Texas Education Code §25.001 (e). The District currently has a waiver from the state limiting the number to seven (7). The waiver expires this school year. The District would like to submit the waiver continuing to limit the number of foreign exchange students to eight (7).				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	N/A				
Recommendation:	The Administration recommends approval of application for the Foreign Exchange Student Waiver to TEA as submitted.				
Motion:	I move the Board approve the application for the Foreign Exchange Student Waiver to TEA as submitted.				

Board Agenda Item

Little Elm Independent School District
400 Lobo Lane
Little Elm, Texas 75068

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 06-26-2023	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	FINANCIAL REPORTS - APRIL 2023				
Presenter or Contact Person:	Jesse Wyse, Director of Budget and Finance				
Policy/Code:	Board Legal Status Powers and Duties - BAA (LOCAL) Annual Operating Budget - CE (LOCAL)				
Strategic Plan Goal:	Ensuring Fiscal Health & Sustainability				
Summary:	Monthly financial reports prepared by Business Services Department				
Financial Implications:	Increase in General Fund revenues and increase in appropriate expenditure budgets				
Attachments:	Financial Reports Statement of Unaudited Revenue and Expenditures Financial Statements for Special Revenue Funds Cash Flow Statements Bank and Investment Reconciliations Reports for Current Investments by Fund Property Tax Collection Reports Capital Project Reports Expenditures Between \$50K and \$100K Gifts and Donations				

Recommendation: | **The Administration recommends approval of the April 2023 Financial Reports as presented.**

Motion: | **I move that the Board approve the April 2023 Financial Reports as presented.**



Financial Reports June 12, 2023

Each month, financial reports are prepared detailing the status of the District's budget as of the most recent accounting period. To increase financial transparency, the following reports are included.

- Statements of Unaudited Revenues and Expenditures for the General Fund, Child Nutrition Fund and Debt Service Fund
 - Expenditures Summarized by Function
 - Expenditures Summarized by Function and Object
- Financial Statements for the Special Revenue Funds 2XX, 3XX and 4XX and Fund 720 Child Care
- Cash Flow Statements
- Bank and Investment Reconciliations
- Reports for Current Investments by Fund
- Property Tax Collection Reports
- Bond Capital Project Report
- Non-Bond Capital Project Report
- Expenditures Between \$50K and \$100K
- Gifts and Donations

The financial statements for the Special Revenue Funds 2XX, 3XX and 4XX and Child Care Fund 720 are to provide specific information about funds received through federal, state and local sources that are accounted for outside the General Operating Fund.

Combined Funds Board Report
Fund Description
LITTLE ELM I.S.D
As of April

General Operating Funds

- 163 PAYROLL CLEARING
- 164 ACCOUNTS PAYABLE CLEARING
- 199 GENERAL FUND

Special Revenue Funds

- 240 NATL BREAKFAST/LUNCH PROGRAM

Interest & Sinking Funds

- 511 DEBT SERVICE FUND

Combined Funds Board Report
 Comparison of Revenue to Budget
 LITTLE ELM I.S.D
 As of April

	Estimated Revenue	Realized Revenue	Realized Revenue To Date	Revenue Balance	Percent Realized
General Operating Funds					
5700 - REVENUE-LOCAL AND INTERMEDIATE					
5710 - LOCAL REAL/PERS PROPERTY TAXES	68,349,291.00	-273,153.99	-66,969,387.50	1,379,903.50	97.98%
5730 - TUITION AND FEES	32,406.00	-1,278.06	-33,650.14	-1,244.14	103.84%
5740 - OTHER REVENUES LOCAL SOURCES	542,607.00	-284,056.27	-1,698,330.19	-1,155,723.19	312.99%
5750 - REVENUES-COCURRIC/ENTERPRISING	1.00	-9,612.00	-174,115.00	-174,114.00	17411500.
Total 5700 - REVENUE-LOCAL AND INTERMEDIATE	68,924,305.00	-568,100.32	-68,875,482.83	48,822.17	99.93%
5800 - STATE PROGRAM REVENUES					
5810 - PER CAPITA/FOUNDATION REVENUES	11,567,677.00	-349,492.00	-15,198,098.00	-3,630,421.00	131.38%
5830 - REV/STATE AGENCIES (NOT TEA)	4,699,737.00	-326,870.14	-3,304,409.29	1,395,327.71	70.31%
Total 5800 - STATE PROGRAM REVENUES	16,267,414.00	-676,362.14	-18,502,507.29	-2,235,093.29	113.74%
5900 - FEDERAL PROGRAM REVENUES					
5920 - FED REV DISTRIBUTED BY TEA	600,000.00	.00	-446,318.42	153,681.58	74.39%
5930 - FED REV DIST BY STATE(NOT TEA)	1,150,000.00	-8,003.43	-1,872,546.76	-722,546.76	162.83%
Total 5900 - FEDERAL PROGRAM REVENUES	1,750,000.00	-8,003.43	-2,318,865.18	-568,865.18	132.51%
5000 Total REVENUES	86,941,719.00	-1,252,465.89	-89,696,855.30	-2,755,136.30	103.17%

Combined Funds Board Report
Comparison of Revenue to Budget
LITTLE ELM I.S.D
As of April

	<u>Estimated Revenue</u>	<u>Realized Revenue</u>	<u>Realized Revenue To Date</u>	<u>Revenue Balance</u>	<u>Percent Realized</u>
General Operating Funds					
7900 - OTHER USES					
7910 - OTHER RESOURCES	.00	.00	-16,937.44	-16,937.44	.00%
Total 7900 - OTHER RESOURCE ACCOUNTS	.00	.00	-16,937.44	-16,937.44	.00%
7000 Total OTHER RESOURCES ACCOUNTS	.00	.00	-16,937.44	-16,937.44	.00%

Combined Funds Board Report
 Comparison of Expenditures and Encumbrances to Budget
 LITTLE ELM I.S.D
 As of April

	<u>Appropriation</u>	<u>Encumbrance</u>	<u>Current Expenditure</u>	<u>Expenditure To Date</u>	<u>Balance</u>	<u>Percent Expended</u>
General Operating Funds						
11 - INSTRUCTION						
6100 - PAYROLL COSTS	-42,804,244.00	.00	4,032,463.47	36,879,917.68	-5,924,326.32	86.16%
6200 - PROFESSIONAL & CONTRACTED SVS	-2,383,368.00	120,973.40	238,404.02	1,669,134.51	-593,260.09	70.03%
6300 - SUPPLIES AND MATERIALS	-865,766.00	412,752.84	77,072.30	1,318,824.80	865,811.64	152.33%
6400 - OTHER OPERATING COSTS	-96,580.00	37,862.52	6,523.54	29,283.69	-29,433.79	30.32%
Total Function 11 INSTRUCTION	-46,149,958.00	571,588.76	4,354,463.33	39,897,160.68	-5,681,208.56	86.45%
12 - INSTRUCTIONAL RESOURCES/MEDIA						
6100 - PAYROLL COSTS	-898,266.00	.00	86,587.75	799,915.88	-98,350.12	89.05%
6200 - PROFESSIONAL & CONTRACTED SVS	-24,378.00	.00	2,329.77	22,785.30	-1,592.70	93.47%
6300 - SUPPLIES AND MATERIALS	-156,176.00	32,119.07	2,636.57	71,920.97	-52,135.96	46.05%
6400 - OTHER OPERATING COSTS	-10,885.00	3,567.45	734.61	7,130.11	-187.44	65.50%
Total Function 12 INSTRUCTIONAL	-1,089,705.00	35,686.52	92,288.70	901,752.26	-152,266.22	82.75%
13 - CURRICULUM & STAFF DEVELOPMENT						
6100 - PAYROLL COSTS	-2,185,871.00	.00	149,638.02	1,691,411.61	-494,459.39	77.38%
6200 - PROFESSIONAL & CONTRACTED SVS	-246,979.00	16,219.68	17,194.68	180,518.48	-50,240.84	73.09%
6300 - SUPPLIES AND MATERIALS	-133,676.00	6,634.39	884.16	38,656.25	-88,385.36	28.92%
6400 - OTHER OPERATING COSTS	-298,107.00	34,228.38	13,682.82	165,108.92	-98,769.70	55.39%
Total Function 13 CURRICULUM & STAFF	-2,864,633.00	57,082.45	181,399.68	2,075,695.26	-731,855.29	72.46%
21 - INSTRUCTIONAL LEADERSHIP						
6100 - PAYROLL COSTS	-1,400,165.00	.00	107,049.98	1,116,773.41	-283,391.59	79.76%
6200 - PROFESSIONAL & CONTRACTED SVS	-21,048.00	590.73	167.60	7,217.36	-13,239.91	34.29%
6300 - SUPPLIES AND MATERIALS	-75,564.00	6,173.87	763.02	32,083.20	-37,306.93	42.46%
6400 - OTHER OPERATING COSTS	-81,200.00	12,574.38	1,692.73	42,312.71	-26,312.91	52.11%
Total Function 21 INSTRUCTIONAL LEADERSHIP	-1,577,977.00	19,338.98	109,673.33	1,198,386.68	-360,251.34	75.94%
23 - SCHOOL LEADERSHIP						
6100 - PAYROLL COSTS	-4,997,489.00	.00	392,871.11	3,886,876.64	-1,110,612.36	77.78%
6200 - PROFESSIONAL & CONTRACTED SVS	-24,877.00	1,975.83	1,921.31	20,408.52	-2,492.65	82.04%
6300 - SUPPLIES AND MATERIALS	-80,338.00	18,011.05	5,203.86	61,645.65	-681.30	76.73%
6400 - OTHER OPERATING COSTS	-103,972.00	23,228.97	5,240.44	63,017.68	-17,725.35	60.61%
Total Function 23 SCHOOL LEADERSHIP	-5,206,676.00	43,215.85	405,236.72	4,031,948.49	-1,131,511.66	77.44%
31 - GUIDANCE AND COUNSELING SVS						
6100 - PAYROLL COSTS	-2,454,692.00	.00	212,005.75	2,042,499.48	-412,192.52	83.21%
6200 - PROFESSIONAL & CONTRACTED SVS	-122,400.00	27,307.12	14,313.63	72,772.09	-22,320.79	59.45%

Combined Funds Board Report
 Comparison of Expenditures and Encumbrances to Budget
 LITTLE ELM I.S.D
 As of April

	<u>Appropriation</u>	<u>Encumbrance</u>	<u>Current Expenditure</u>	<u>Expenditure To Date</u>	<u>Balance</u>	<u>Percent Expended</u>
General Operating Funds						
6300 - SUPPLIES AND MATERIALS	-173,195.00	5,901.21	2,596.98	72,725.69	-94,568.10	41.99%
6400 - OTHER OPERATING COSTS	-25,206.00	3,017.99	500.18	13,713.21	-8,474.80	54.40%
Total Function 31 GUIDANCE AND COUNSELING SVS	-2,775,493.00	36,226.32	229,416.54	2,201,710.47	-537,556.21	79.33%
32 - SOCIAL WORK SERVICES						
6100 - PAYROLL COSTS	-13,520.00	.00	853.23	7,657.33	-5,862.67	56.64%
Total Function 32 SOCIAL WORK SERVICES	-13,520.00	.00	853.23	7,657.33	-5,862.67	56.64%
33 - HEALTH SERVICES						
6100 - PAYROLL COSTS	-714,020.00	.00	61,094.86	585,408.69	-128,611.31	81.99%
6200 - PROFESSIONAL & CONTRACTED SVS	-6,500.00	148.00	1,234.32	15,142.27	8,790.27	232.96%
6300 - SUPPLIES AND MATERIALS	-15,196.00	1,753.56	1,217.89	10,048.86	-3,393.58	66.13%
6400 - OTHER OPERATING COSTS	-2,800.00	250.00	677.56	1,470.16	-1,079.84	52.51%
Total Function 33 HEALTH SERVICES	-738,516.00	2,151.56	64,224.63	612,069.98	-124,294.46	82.88%
34 - STUDENT TRANSPORTATION						
6200 - PROFESSIONAL & CONTRACTED SVS	-2,797,000.00	1,164.59	395,230.74	2,629,121.77	-166,713.64	94.00%
6300 - SUPPLIES AND MATERIALS	-402,275.00	32,427.51	19,763.59	186,985.17	-182,862.32	46.48%
6400 - OTHER OPERATING COSTS	-650.00	50.00	.00	.00	-600.00	-.00%
Total Function 34 STUDENT TRANSPORTATION	-3,199,925.00	33,642.10	414,994.33	2,816,106.94	-350,175.96	88.01%
35 - FOOD SERVICES						
6100 - PAYROLL COSTS	-164,407.00	.00	11,399.47	119,224.73	-45,182.27	72.52%
Total Function 35 FOOD SERVICES	-164,407.00	.00	11,399.47	119,224.73	-45,182.27	72.52%
36 - CO-CURRICULAR ACTIVITIES						
6100 - PAYROLL COSTS	-2,076,937.00	.00	143,784.32	1,455,186.22	-621,750.78	70.06%
6200 - PROFESSIONAL & CONTRACTED SVS	-197,995.00	22,155.23	7,773.98	155,741.77	-20,098.00	78.66%
6300 - SUPPLIES AND MATERIALS	-281,578.00	46,008.02	12,376.34	268,675.70	33,105.72	95.42%
6400 - OTHER OPERATING COSTS	-503,022.00	67,235.11	40,808.10	374,791.83	-60,995.06	74.51%
6600 - CPTL OUTLY LAND BLDG & EQUIP	-1.00	.00	.00	.00	-1.00	-.00%
Total Function 36 CO-CURRICULAR ACTIVITIES	-3,059,533.00	135,398.36	204,742.74	2,254,395.52	-669,739.12	73.68%
41 - GENERAL ADMINISTRATION						
6100 - PAYROLL COSTS	-2,964,429.00	.00	279,050.76	2,650,255.28	-314,173.72	89.40%
6200 - PROFESSIONAL & CONTRACTED SVS	-539,946.00	128,893.88	36,460.78	312,392.16	-98,659.96	57.86%
6300 - SUPPLIES AND MATERIALS	-547,987.75	7,766.80	5,614.66	228,877.91	-311,343.04	41.77%
6400 - OTHER OPERATING COSTS	-351,116.25	55,411.88	11,089.78	244,140.50	-51,563.87	69.53%
Total Function 41 GENERAL ADMINISTRATION	-4,403,479.00	192,072.56	332,215.98	3,435,665.85	-775,740.59	78.02%

Combined Funds Board Report
 Comparison of Expenditures and Encumbrances to Budget
 LITTLE ELM I.S.D

As of April

	<u>Appropriation</u>	<u>Encumbrance</u>	<u>Current Expenditure</u>	<u>Expenditure To Date</u>	<u>Balance</u>	<u>Percent Expended</u>
General Operating Funds						
51 - PLANT MAINTENANCE & OPERATION						
6100 - PAYROLL COSTS	-4,129,369.00	.00	355,318.86	3,383,929.43	-745,439.57	81.95%
6200 - PROFESSIONAL & CONTRACTED SVS	-4,235,944.00	1,023,821.10	192,808.04	3,018,765.54	-193,357.36	71.27%
6300 - SUPPLIES AND MATERIALS	-721,213.00	123,399.92	34,975.05	518,352.10	-79,460.98	71.87%
6400 - OTHER OPERATING COSTS	-1,120,293.00	16,978.68	-66.37	1,076,792.51	-26,521.81	96.12%
6600 - CPTL OUTLY LAND BLDG & EQUIP	-16,300.00	8,898.49	.00	7,226.48	-175.03	44.33%
Total Function 51 PLANT MAINTENANCE &	-10,223,119.00	1,173,098.19	583,035.58	8,005,066.06	-1,044,954.75	78.30%
52 - SECURITY & MONITORING SERVICES						
6100 - PAYROLL COSTS	-157,100.00	.00	10,766.38	80,193.22	-76,906.78	51.05%
6200 - PROFESSIONAL & CONTRACTED SVS	-1,331,257.00	50,970.21	247,836.53	1,059,830.50	-220,456.29	79.61%
6300 - SUPPLIES AND MATERIALS	-30,169.00	.00	1,194.18	17,909.55	-12,259.45	59.36%
6400 - OTHER OPERATING COSTS	-19,566.00	4,470.82	263.40	9,054.68	-6,040.50	46.28%
Total Function 52 SECURITY & MONITORING	-1,538,092.00	55,441.03	260,060.49	1,166,987.95	-315,663.02	75.87%
53 - DATA PROCESSING SERVICES						
6100 - PAYROLL COSTS	-1,396,425.00	.00	115,182.66	1,182,202.73	-214,222.27	84.66%
6200 - PROFESSIONAL & CONTRACTED SVS	-161,180.00	8,250.00	.00	131,579.07	-21,350.93	81.63%
6300 - SUPPLIES AND MATERIALS	-499,610.00	12,169.35	30,123.06	425,206.91	-62,233.74	85.11%
6400 - OTHER OPERATING COSTS	-25,150.00	1,648.38	1,729.74	10,862.11	-12,639.51	43.19%
6600 - CPTL OUTLY LAND BLDG & EQUIP	-61,460.00	.00	.00	61,460.00	.00	100.00%
Total Function 53 DATA PROCESSING SERVICES	-2,143,825.00	22,067.73	147,035.46	1,811,310.82	-310,446.45	84.49%
61 - COMMUNITY SERVICES						
6100 - PAYROLL COSTS	-47,785.00	.00	3,093.30	32,929.23	-14,855.77	68.91%
6400 - OTHER OPERATING COSTS	-280.00	.00	.00	.00	-280.00	-.00%
Total Function 61 COMMUNITY SERVICES	-48,065.00	.00	3,093.30	32,929.23	-15,135.77	68.51%
81 - FACILITIES ACQ & CONSTRUCTION						
6100 - PAYROLL COSTS	-19,044.00	.00	1,624.38	16,226.82	-2,817.18	85.21%
Total Function 81 FACILITIES ACQ & CONSTRUCTION	-19,044.00	.00	1,624.38	16,226.82	-2,817.18	85.21%
91 - CONTRACTED INST BETWEEN SCHOOL						
6200 - PROFESSIONAL & CONTRACTED SVS	-1,107,002.00	.00	.00	587,657.00	-519,345.00	53.09%
Total Function 91 CONTRACTED INST BETWEEN	-1,107,002.00	.00	.00	587,657.00	-519,345.00	53.09%
95 - PAYMENTS TO JUV JUSTICE ALTERN						
6200 - PROFESSIONAL & CONTRACTED SVS	-35,000.00	.00	1,287.00	22,473.00	-12,527.00	64.21%
Total Function 95 PAYMENTS TO JUV JUSTICE	-35,000.00	.00	1,287.00	22,473.00	-12,527.00	64.21%

Combined Funds Board Report
 Comparison of Expenditures and Encumbrances to Budget
 LITTLE ELM I.S.D
 As of April

	<u>Appropriation</u>	<u>Encumbrance</u>	<u>Current Expenditure</u>	<u>Expenditure To Date</u>	<u>Balance</u>	<u>Percent Expended</u>
General Operating Funds						
99 - INTERGOVERNMENTAL CHARGES						
6200 - PROFESSIONAL & CONTRACTED SVS	-583,750.00	151,664.13	.00	431,190.46	-895.41	73.87%
Total Function 99 INTERGOVERNMENTAL CHARGES	-583,750.00	151,664.13	.00	431,190.46	-895.41	73.87%
6000 Total EXPENDITURES/EXPENSES	-86,941,719.00 ✓	2,528,674.54	7,397,044.89	71,625,615.53	-12,787,428.93	82.38%

Combined Funds Board Report
 Comparison of Revenue to Budget
 LITTLE ELM I.S.D
 As of April

	<u>Appropriation</u>	<u>Encumbrance</u>	<u>Current Expenditure</u>	<u>Expenditure To Date</u>	<u>Balance</u>	<u>Percent Expended</u>
General Operating Funds						
00 - OTHER USES						
8900 - OTHER USES ACCOUNTS	.00	.00	.00	21,938.88	21,938.88	.00%
Total Function 00 OTHER USES	.00	.00	.00	21,938.88	21,938.88	.00%
8000 Total OTHER USES ACCOUNTS	.00	.00	.00	21,938.88	21,938.88	.00%

Combined Funds Board Report
 Comparison of Revenue to Budget
 LITTLE ELM I.S.D
 As of April

	<u>Estimated Revenue</u>	<u>Realized Revenue</u>	<u>Realized Revenue To Date</u>	<u>Revenue Balance</u>	<u>Percent Realized</u>
Special Revenue Funds					
5700 - REVENUE-LOCAL AND INTERMEDIATE					
5740 - OTHER REVENUES LOCAL SOURCES	8,000.00	.00	-450.00	7,550.00	5.62%
5750 - REVENUES-COCURRIC/ENTERPRISING	1,742,000.00	-189,857.86	-1,633,726.66	108,273.34	93.78%
Total 5700 - REVENUE-LOCAL AND INTERMEDIATE	1,750,000.00	-189,857.86	-1,634,176.66	115,823.34	93.38%
5800 - STATE PROGRAM REVENUES					
5820 - STATE REV DISTRIBUTED BY TEA	20,000.00	-20,786.72	-20,786.72	-786.72	103.93%
Total 5800 - STATE PROGRAM REVENUES	20,000.00	-20,786.72	-20,786.72	-786.72	103.93%
5900 - FEDERAL PROGRAM REVENUES					
5920 - FED REV DISTRIBUTED BY TEA	2,882,353.00	-330,515.40	-2,393,935.37	488,417.63	83.05%
5930 - FED REV DIST BY STATE(NOT TEA)	320,790.00	.00	-320,790.59	-.59	100.00%
Total 5900 - FEDERAL PROGRAM REVENUES	3,203,143.00	-330,515.40	-2,714,725.96	488,417.04	84.75%
5000 Total REVENUES	4,973,143.00	-541,159.98	-4,369,689.34	603,453.66	87.87%

Combined Funds Board Report
 Comparison of Expenditures and Encumbrances to Budget
 LITTLE ELM I.S.D
 As of April

	<u>Appropriation</u>	<u>Encumbrance</u>	<u>Current Expenditure</u>	<u>Expenditure To Date</u>	<u>Balance</u>	<u>Percent Expended</u>
Special Revenue Funds						
35 - FOOD SERVICES						
6100 - PAYROLL COSTS	-2,191,355.00	.00	183,354.77	1,577,981.90	-613,373.10	72.01%
6200 - PROFESSIONAL & CONTRACTED SVS	-279,985.00	59,074.17	10,422.74	148,574.82	-72,336.01	53.07%
6300 - SUPPLIES AND MATERIALS	-3,326,135.00	802,844.01	235,002.43	2,078,733.60	-444,557.39	62.50%
6400 - OTHER OPERATING COSTS	-82,700.00	12,428.37	4,867.48	30,879.98	-39,391.65	37.34%
6600 - CPTL OUTLY LAND BLDG & EQUIP	-392,449.00	69,442.16	25,235.43	136,508.46	-186,493.38	34.78%
Total Function 35 FOOD SERVICES	-6,272,624.00	943,788.71	458,882.85	3,972,678.76	-1,356,156.53	63.33%
6000 Total EXPENDITURES/EXPENSES	-6,272,624.00	943,788.71	458,882.85	3,972,678.76	-1,356,156.53	63.33%

Combined Funds Board Report
 Comparison of Revenue to Budget
 LITTLE ELM I.S.D
 As of April

	<u>Estimated Revenue</u>	<u>Realized Revenue</u>	<u>Realized Revenue To Date</u>	<u>Revenue Balance</u>	<u>Percent Realized</u>
Interest & Sinking Funds					
5700 - REVENUE-LOCAL AND INTERMEDIATE					
5710 - LOCAL REAL/PERS PROPERTY TAXES	33,700,380.00	-134,607.78	-33,365,246.06	335,133.94	99.01%
5740 - OTHER REVENUES LOCAL SOURCES	30,000.00	-91,253.57	-571,199.60	-541,199.60	1904.00%
Total 5700 - REVENUE-LOCAL AND INTERMEDIATE	33,730,380.00	-225,861.35	-33,936,445.66	-206,065.66	100.61%
5800 - STATE PROGRAM REVENUES					
5820 - STATE REV DISTRIBUTED BY TEA	380,000.00	.00	-848,487.00	-468,487.00	223.29%
Total 5800 - STATE PROGRAM REVENUES	380,000.00	.00	-848,487.00	-468,487.00	223.29%
5000 Total REVENUES	34,110,380.00	-225,861.35	-34,784,932.66	-674,552.66	101.98%

Combined Funds Board Report
 Comparison of Revenue to Budget
 LITTLE ELM I.S.D
 As of April

	<u>Estimated Revenue</u>	<u>Realized Revenue</u>	<u>Realized Revenue To Date</u>	<u>Revenue Balance</u>	<u>Percent Realized</u>
Interest & Sinking Funds					
7900 - OTHER USES					
7910 - OTHER RESOURCES	17,275.00	.00	-27,649.05	-10,374.05	160.05%
Total 7900 - OTHER RESOURCE ACCOUNTS	17,275.00	.00	-27,649.05	-10,374.05	160.05%
7000 Total OTHER RESOURCES ACCOUNTS	17,275.00	.00	-27,649.05	-10,374.05	160.05%

Combined Funds Board Report
Comparison of Expenditures and Encumbrances to Budget
LITTLE ELM I.S.D
As of April

	<u>Appropriation</u>	<u>Encumbrance</u>	<u>Current Expenditure</u>	<u>Expenditure To Date</u>	<u>Balance</u>	<u>Percent Expended</u>
Interest & Sinking Funds						
71 - DEBT SERVICE						
6500 - DEBT SERVICE	-37,257,323.00	5,700.00	.00	37,239,253.31	-12,369.69	99.95%
Total Function 71 DEBT SERVICE	-37,257,323.00	5,700.00	.00	37,239,253.31	-12,369.69	99.95%
6000 Total EXPENDITURES/EXPENSES	-37,257,323.00	5,700.00	.00	37,239,253.31	-12,369.69	99.95%
End of Report						

FEDERAL PROGRAMS AS OF 04-30-2023

Class/Major Object Code	Est Rev/Approp	Encumbrances	Real Rev/Exp	Balances
Fund Code 211 / 3 - ESEA TITLE I-A IMPROVING BASIC				
5900 FEDERAL PROGRAM REVENUES	660,035.00	.00	-268,204.64	391,830.36
6100 PAYROLL COSTS	-392,458.00	.00	246,712.20	-145,745.80
6200 PROFESSIONAL & CONTRACTED SVS	-47,888.00	1,650.00	43,150.00	-3,088.00
6300 SUPPLIES AND MATERIALS	-192,384.00	50,116.41	89,956.02	-52,311.57
6400 OTHER OPERATING COSTS	-27,305.00	6,233.83	12,810.00	-8,261.17
Subtotals for Fund 211 / 3	.00	58,000.24	124,423.58	182,423.82
Fund Code 224 / 3 - IDEA - PART B, FORMULA				
5900 FEDERAL PROGRAM REVENUES	2,349,687.00	.00	-881,538.42	1,468,148.58
6100 PAYROLL COSTS	-1,930,562.00	.00	1,027,861.09	-902,700.91
6200 PROFESSIONAL & CONTRACTED SVS	-274,545.00	113,915.94	79,866.00	-80,763.06
6300 SUPPLIES AND MATERIALS	-143,580.00	49,539.59	17,413.41	-76,627.00
6400 OTHER OPERATING COSTS	-1,000.00	.00	.00	-1,000.00
Subtotals for Fund 224 / 3	.00	163,455.53	243,602.08	407,057.61
Fund Code 225 / 3 - IDEA - PART B, PRESCHOOL				
5900 FEDERAL PROGRAM REVENUES	43,606.00	.00	-19,961.70	23,644.30
6100 PAYROLL COSTS	-23,693.00	.00	14,918.72	-8,774.28
6200 PROFESSIONAL & CONTRACTED SVS	-8,540.00	.00	276.50	-8,263.50
6300 SUPPLIES AND MATERIALS	-11,373.00	.00	7,413.99	-3,959.01
6400 OTHER OPERATING COSTS	.00	.00	.00	.00
Subtotals for Fund 225 / 3	.00	.00	2,647.51	2,647.51
Fund Code 244 / 3 - VOC ED - BASIC GRANT				
5900 FEDERAL PROGRAM REVENUES	59,877.00	.00	-39,931.68	19,945.32
6200 PROFESSIONAL & CONTRACTED SVS	-10,375.00	.00	10,375.00	.00
6300 SUPPLIES AND MATERIALS	-49,502.00	11,908.26	35,904.51	-1,689.23
Subtotals for Fund 244 / 3	.00	11,908.26	6,347.83	18,256.09
Fund Code 255 / 3 - TITLE II TPTR				
5900 FEDERAL PROGRAM REVENUES	205,087.00	.00	-87,744.47	117,342.53
6100 PAYROLL COSTS	-8,721.00	.00	642.51	-8,078.49
6200 PROFESSIONAL & CONTRACTED SVS	-117,802.00	43,800.00	53,600.00	-20,402.00
6300 SUPPLIES AND MATERIALS	-58,154.00	662.45	26,434.61	-31,056.94
6400 OTHER OPERATING COSTS	-20,410.00	3,471.00	13,999.20	-2,939.80
Subtotals for Fund 255 / 3	.00	47,933.45	6,931.85	54,865.30
Fund Code 263 / 3 - TITLE III, PART A LEP/IMMIGRAN				
5900 FEDERAL PROGRAM REVENUES	167,457.00	.00	-122,797.70	44,659.30
6100 PAYROLL COSTS	-57,280.00	.00	43,784.96	-13,495.04
6200 PROFESSIONAL & CONTRACTED SVS	-18,046.00	.00	8,045.00	-10,001.00
6300 SUPPLIES AND MATERIALS	-87,584.00	135.29	83,520.47	-3,928.24
6400 OTHER OPERATING COSTS	-4,547.00	1,300.00	3,219.00	-28.00
Subtotals for Fund 263 / 3	.00	1,435.29	15,771.73	17,207.02
Fund Code 266 / 3 - ESSER I				
5900 FEDERAL PROGRAM REVENUES	.00	.00	-.27	-.27
6200 PROFESSIONAL & CONTRACTED SVS	.00	.00	.27	.27
Subtotals for Fund 266 / 3	.00	.00	.00	.00

FEDERAL PROGRAMS AS OF 04-30-2023

Class/Major Object Code	Est Rev/Approp	Encumbrances	Real Rev/Exp	Balances
Fund Code 280 / 3 - ARP HOMELESS II				
5900 FEDERAL PROGRAM REVENUES	25,473.00	.00	.00	25,473.00
6100 PAYROLL COSTS	-15,000.00	.00	186.14	-14,813.86
6200 PROFESSIONAL & CONTRACTED SVS	-2,000.00	.00	.00	-2,000.00
6300 SUPPLIES AND MATERIALS	-8,000.00	.00	.00	-8,000.00
6400 OTHER OPERATING COSTS	-473.00	.00	.00	-473.00
Subtotals for Fund 280 / 3	.00	.00	186.14	186.14
Fund Code 281 / 3 - ESSER II				
5800 STATE PROGRAM REVENUES	.00	.00	.00	.00
5900 FEDERAL PROGRAM REVENUES	1,231,106.00	.00	-1,060,376.68	170,729.32
6100 PAYROLL COSTS	-226,358.00	.00	196,299.41	-30,058.59
6200 PROFESSIONAL & CONTRACTED SVS	-501,555.00	.00	500,963.03	-591.97
6300 SUPPLIES AND MATERIALS	-503,193.00	.00	503,192.57	-.43
Subtotals for Fund 281 / 3	.00	.00	140,078.33	140,078.33
Fund Code 282 / 3 - ESSER III				
5900 FEDERAL PROGRAM REVENUES	3,374,601.00	.00	-443,045.81	2,931,555.19
6100 PAYROLL COSTS	-3,001,397.00	.00	354,313.64	-2,647,083.36
6200 PROFESSIONAL & CONTRACTED SVS	-281,687.00	91,197.50	190,068.00	-421.50
6300 SUPPLIES AND MATERIALS	-47,517.00	.00	45,770.06	-1,746.94
6400 OTHER OPERATING COSTS	-44,000.00	2,652.54	4,572.96	-36,774.50
Subtotals for Fund 282 / 3	.00	93,850.04	151,678.85	245,528.89
Fund Code 283 / 3 - ESSER SUPPLEMENTAL				
5900 FEDERAL PROGRAM REVENUES	2,848,959.00	.00	-1,297,494.60	1,551,464.40
6100 PAYROLL COSTS	-2,643,959.00	.00	1,670,831.52	-973,127.48
6200 PROFESSIONAL & CONTRACTED SVS	-205,000.00	59,700.00	6,856.87	-138,443.13
6300 SUPPLIES AND MATERIALS	.00	.00	.00	.00
Subtotals for Fund 283 / 3	.00	59,700.00	380,193.79	439,893.79
Fund Code 284 / 3 - IDEA B FORMULA ARP				
5900 FEDERAL PROGRAM REVENUES	219,984.00	.00	-9,810.00	210,174.00
6200 PROFESSIONAL & CONTRACTED SVS	-208,041.00	55,096.50	155,656.38	2,711.88
6300 SUPPLIES AND MATERIALS	-11,943.00	158.40	5,495.74	-6,288.86
Subtotals for Fund 284 / 3	.00	55,254.90	151,342.12	206,597.02
Fund Code 285 / 3 - IDEA B PRESCHOOL ARP				
5900 FEDERAL PROGRAM REVENUES	15,332.00	.00	.00	15,332.00
6300 SUPPLIES AND MATERIALS	-15,332.00	4,179.35	7,189.14	-3,963.51
Subtotals for Fund 285 / 3	.00	4,179.35	7,189.14	11,368.49
Fund Code 289 / 3 - TITLE IV, PART A, SUBPART 1				
5900 FEDERAL PROGRAM REVENUES	69,828.00	.00	-37,572.13	32,255.87
6100 PAYROLL COSTS	-19,396.00	.00	1,332.33	-18,063.67
6200 PROFESSIONAL & CONTRACTED SVS	-2,394.00	.00	.00	-2,394.00
6300 SUPPLIES AND MATERIALS	-30,923.00	.00	30,814.80	-108.20
6400 OTHER OPERATING COSTS	-17,115.00	.00	5,425.00	-11,690.00
Subtotals for Fund 289 / 3	.00	.00	.00	.00
Grand Totals	.00	495,717.06	1,230,392.95	1,726,110.01

<u>Class/Major Object Code</u>	<u>Est Rev/Approp</u>	<u>Encumbrances</u>	<u>Real Rev/Exp</u>	<u>Balances</u>
Fund Code 397 / 3 - ADVANCED PLACEMENT INCENTIVES				
5800 STATE PROGRAM REVENUES	.00	.00	-2,965.44	-2,965.44
6200 PROFESSIONAL & CONTRACTED SVS	-8,782.00	.00	6,450.00	-2,332.00
Subtotals for Fund 397 / 3	-8,782.00	.00	3,484.56	-5,297.44
Fund Code 410 / 3 - INSTRUCTIONAL MATERIALS				
5800 STATE PROGRAM REVENUES	92,914.00	.00	-92,915.00	-1.00
6300 SUPPLIES AND MATERIALS	-93,035.00	.00	77,791.80	-15,243.20
Subtotals for Fund 410 / 3	-121.00	.00	-15,123.20	-15,244.20
Fund Code 429 / 3 - STATE SPECIAL REVENUE				
5800 STATE PROGRAM REVENUES	512,094.00	.00	-35,848.37	476,245.63
5900 FEDERAL PROGRAM REVENUES	.00	.00	.00	.00
6100 PAYROLL COSTS	-4,866.00	.00	1,049.39	-3,816.61
6200 PROFESSIONAL & CONTRACTED SVS	-311,180.00	.00	56,500.00	-254,680.00
6300 SUPPLIES AND MATERIALS	-196,048.00	.00	6,267.29	-189,780.71
Subtotals for Fund 429 / 3	.00	.00	27,968.31	27,968.31
Grand Totals	-8,903.00	.00	16,329.67	7,426.67

End of Report

Revenues and Expenditures by Major Object Code
 LITTLE ELM I.S.D
 Accounting Periods: 07 through 04
 CHILD CARE AS OF 04-30-2023

<u>Class/Major Object Code</u>	<u>Est Rev/Approp</u>	<u>Encumbrances</u>	<u>Real Rev/Exp</u>	<u>Balances</u>
Fund Code 720 / 3 - CHILD CARE				
5700 REVENUE-LOCAL AND INTERMEDIATE	544,640.00	.00	-476,070.25	68,569.75
5800 STATE PROGRAM REVENUES	.00	.00	.00	.00
5900 FEDERAL PROGRAM REVENUES	142,961.00	.00	-315,948.00	-172,987.00
6100 PAYROLL COSTS	-631,187.00	.00	446,580.64	-184,606.36
6200 PROFESSIONAL & CONTRACTED SVS	-3,500.00	122.30	1,975.30	-1,402.40
6300 SUPPLIES AND MATERIALS	-32,895.00	5,556.93	21,521.75	-5,816.32
6400 OTHER OPERATING COSTS	-20,019.00	149.88	14,486.85	-5,382.27
Subtotals for Fund 720 / 3	.00	5,829.11	-307,453.71	-301,624.60
Grand Totals	.00	5,829.11	-307,453.71	-301,624.60

End of Report

GENERAL OPERATING FUND 1XX 2022-2023

Obj / Func	Description	Annual Budget	YTD Actual	YTD Encumbrance	Variance	Percent To Total
REVENUES:						
5700	REVENUE-LOCAL AND INTERMEDIATE	68,924,305.00	-68,875,482.83	.00	48,822.17	76.79%
5800	STATE PROGRAM REVENUES	16,267,414.00	-18,502,507.29	.00	-2,235,093.29	20.63%
5900	FEDERAL PROGRAM REVENUES	1,750,000.00	-2,318,865.18	.00	-568,865.18	2.59%
5000	Total Revenues	86,941,719.00	-89,696,855.30	.00	-2,755,136.30	100.01%
EXPENDITURES:						
11	INSTRUCTION	-46,149,958.00	39,897,160.68	571,588.76	-5,681,208.56	55.70%
12	INSTRUCTIONAL RESOURCES/MEDIA	-1,089,705.00	901,752.26	35,686.52	-152,266.22	1.26%
13	CURRICULUM & STAFF DEVELOPMENT	-2,864,633.00	2,075,695.26	57,082.45	-731,855.29	2.90%
21	INSTRUCTIONAL LEADERSHIP	-1,577,977.00	1,198,386.68	19,338.98	-360,251.34	1.67%
23	SCHOOL LEADERSHIP	-5,206,676.00	4,031,948.49	43,215.85	-1,131,511.66	5.63%
31	GUIDANCE AND COUNSELING SVS	-2,775,493.00	2,201,710.47	36,226.32	-537,556.21	3.07%
32	SOCIAL WORK SERVICES	-13,520.00	7,657.33	.00	-5,862.67	.01%
33	HEALTH SERVICES	-738,516.00	612,069.98	2,151.56	-124,294.46	.85%
34	STUDENT TRANSPORTATION	-3,199,925.00	2,816,106.94	33,642.10	-350,175.96	3.93%
35	FOOD SERVICES	-164,407.00	119,224.73	.00	-45,182.27	.17%
36	CO-CURRICULAR ACTIVITIES	-3,059,533.00	2,254,395.52	135,398.36	-669,739.12	3.15%
41	GENERAL ADMINISTRATION	-4,403,479.00	3,435,665.85	192,072.56	-775,740.59	4.80%
51	PLANT MAINTENANCE & OPERATION	-10,223,119.00	8,005,066.06	1,173,098.19	-1,044,954.75	11.18%
52	SECURITY & MONITORING SERVICES	-1,538,092.00	1,166,987.95	55,441.03	-315,663.02	1.63%
53	DATA PROCESSING SERVICES	-2,143,825.00	1,811,310.82	22,067.73	-310,446.45	2.53%
61	COMMUNITY SERVICES	-48,065.00	32,929.23	.00	-15,135.77	.05%
81	FACILITIES ACQ & CONSTRUCTION	-19,044.00	16,226.82	.00	-2,817.18	.02%
91	CONTRACTED INST BETWEEN SCHOOL	-1,107,002.00	587,657.00	.00	-519,345.00	.82%
95	PAYMENTS TO JUV JUSTICE ALTERN	-35,000.00	22,473.00	.00	-12,527.00	.03%
99	INTERGOVERNMENTAL CHARGES	-583,750.00	431,190.46	151,664.13	-895.41	.60%
6000	Total Expenditures	-86,941,719.00	71,625,615.53	2,528,674.54	-12,787,428.93	100.00%
OPERATING TRANSFERS:						
7919	INSURANCE PROCEEDS	.00	-16,937.44	.00	-16,937.44	
7000	Total Other Resources/Non-Operating Rev	.00	-16,937.44	.00	-16,937.44	
8913	EXTRAORDINARY ITEMS	.00	21,938.88	.00	21,938.88	
8000	Total Other Uses/Non-Operating Exp	.00	21,938.88	.00	21,938.88	
Total Operating Transfers		.00	5,001.44			
3000 Fund Balance - June (Audited)		33,953,476.46	-33,953,476.46			
3000 Year to Date Fund Balance (Unaudited)		33,953,476.46	-52,019,714.79			

End of Report

Statement of Unaudited Revenues and Expenditures
 LITTLE ELM I.S.D
 Budget vs. Actual As of April
 CHILD NUTRITION FUND 240 2022-2023

Obj / Func	Description	Annual Budget	YTD Actual	YTD Encumbrance	Variance	Percent To Total
REVENUES:						
5700	REVENUE-LOCAL AND INTERMEDIATE	1,750,000.00	-1,634,176.66	.00	115,823.34	37.40%
5800	STATE PROGRAM REVENUES	20,000.00	-20,786.72	.00	-786.72	.48%
5900	FEDERAL PROGRAM REVENUES	3,203,143.00	-2,714,725.96	.00	488,417.04	62.13%
5000	Total Revenues	4,973,143.00	-4,369,689.34	.00	603,453.66	100.01%
EXPENDITURES:						
35	FOOD SERVICES	-6,272,624.00	3,972,678.76	943,788.71	-1,356,156.53	100.00%
6000	Total Expenditures	-6,272,624.00	3,972,678.76	943,788.71	-1,356,156.53	100.00%
Total Operating Transfers		.00	.00			
3000 Fund Balance - June (Audited)		2,477,756.32	-2,477,756.32			
3000 Year to Date Fund Balance (Unaudited)		1,178,275.32	-2,874,766.90			

End of Report

Statement of Unaudited Revenues and Expenditures
 LITTLE ELM I.S.D
 Budget vs. Actual As of April
 DEBT SERVICE FUND 511 2022-2023

Obj / Func	Description	Annual Budget	YTD Actual	YTD Encumbrance	Variance	Percent To Total
REVENUES:						
5700	REVENUE-LOCAL AND INTERMEDIATE	33,730,380.00	-33,936,445.66	.00	-206,065.66	97.56%
5800	STATE PROGRAM REVENUES	380,000.00	-848,487.00	.00	-468,487.00	2.44%
5000	Total Revenues	34,110,380.00	-34,784,932.66	.00	-674,552.66	100.00%
EXPENDITURES:						
71	DEBT SERVICE	-37,257,323.00	37,239,253.31	5,700.00	-12,369.69	100.00%
6000	Total Expenditures	-37,257,323.00	37,239,253.31	5,700.00	-12,369.69	100.00%
OPERATING TRANSFERS:						
7916	PREM/DISCOUNT ON BOND ISSUE	17,275.00	-27,649.05	.00	-10,374.05	
7000	Total Other Resources/Non-Operating Rev	17,275.00	-27,649.05	.00	-10,374.05	
	Total Operating Transfers	17,275.00	-27,649.05			
	3000 Fund Balance - June (Audited)	26,466,867.54	-26,466,867.54			
	3000 Year to Date Fund Balance (Unaudited)	23,337,199.54	-24,040,195.94			

End of Report

**Little Elm Independent School District
General Operating Cash Flow Statement
FY 2022-2023**

	July Actual	August Actual	September Actual	October Actual	November Actual	December Actual	January Actual	February Actual	March Actual	April Actual	May Actual	June Actual	TOTAL
<i>Beginning Cash Balance in Bank</i>	29,095,448.42	28,701,093.01	24,980,847.33	30,624,069.71	28,202,794.14	22,368,953.99	24,086,926.98	23,447,513.61	24,499,682.16	27,869,988.39	-	-	29,095,448.42
RECEIPTS													
Tax Collections	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	13,636.98	15,682.73	21,349.11	25,453.03	23,973.90	28,809.48	26,247.30	25,315.55	37,968.99	42,214.90	-	-	260,651.97
Other Local Revenue	20,331.82	2,534,257.23	198,932.48	136,207.56	255,339.32	186,225.56	160,858.32	237,303.62	193,299.82	176,031.43	-	-	4,098,787.16
State Revenue - Available School	361,419.00	780,103.00	405,714.00	346,394.00	351,040.00	522,727.00	-	-	1,628,817.21	8,003.43	-	-	4,404,217.64
State Revenue - Foundation	-	71,057.00	5,897,074.00	4,406,093.00	-	-	-	-	610,081.00	349,492.00	-	-	11,333,797.00
State Revenue - Debt Service	-	-	-	-	-	848,487.00	-	-	-	-	-	-	848,487.00
State Revenue - Misc	-	17,297.58	31,486.65	10,275.91	74,816.44	5,886.00	1,624.00	6,267.29	-	-	-	-	147,653.87
SHARS Receipts	2,797.78	7,914.19	16,922.83	20,178.41	6,425.35	1,292.19	2,401.14	6,817.35	-	-	-	-	64,749.24
Federal Program Revenue	-	1,849,746.13	244,160.39	304,330.09	1,291,826.33	555,593.09	99,052.61	925,182.49	929,580.25	536,048.15	-	-	6,735,519.53
Federal Program Revenue 240	37,134.13	37,900.44	3,135.00	560,662.58	268,325.87	278,931.14	323,205.15	281,205.94	256,606.83	324,455.12	-	-	2,371,562.20
Lunch Revenue - local 240	3,069.65	185,996.58	205,469.63	176,963.82	204,282.19	127,196.71	186,143.25	152,968.19	192,107.65	185,542.94	-	-	1,619,740.61
Payroll Deposits	410.42	1,268.80	354.82	-	1,688.19	-	750.00	-	26.40	-	-	-	4,498.63
Transfers from Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Investment Acct	7,000,000.00	-	8,101,120.89	632,864.93	288,876.85	7,000,000.00	7,123,031.59	7,314,361.85	7,296,251.57	7,332,903.79	-	-	52,089,411.47
Total Revenue	7,438,799.78	5,501,223.68	15,125,719.80	6,619,423.33	2,766,594.44	9,555,148.17	7,923,313.36	8,949,422.28	11,144,739.72	8,954,691.76	-	-	83,979,076.32
DISBURSEMENTS													
Payroll Checks	3,861,989.65	3,624,540.67	3,947,049.52	4,037,274.87	4,029,977.37	4,042,669.56	3,986,512.02	4,429,704.89	4,347,526.89	3,929,998.06	-	-	40,237,243.50
Accounts Payable Checks	3,056,877.46	4,131,054.75	4,053,604.67	3,441,476.99	3,004,833.88	2,225,855.78	2,201,229.60	2,349,579.37	2,334,296.27	2,513,395.28	-	-	29,312,204.05
TRS	424,438.96	1,032,812.26	1,003,776.68	1,076,715.23	1,083,824.88	1,075,653.59	1,075,452.84	647,605.20	640,480.06	1,045,428.61	-	-	9,106,188.31
IRS	484,743.99	433,061.68	478,066.55	485,231.81	481,798.46	492,996.25	458,996.51	470,364.27	452,130.27	454,509.07	-	-	4,691,898.86
Bank Charges/ NSF's/Bk Trans	5,105.13	-	-	-	-	-	-	-	0.00	-	-	-	5,105.13
Total Expenditures	7,833,155.19	9,221,469.36	9,482,497.42	9,040,698.90	8,600,434.59	7,837,175.18	7,722,190.97	7,897,253.73	7,774,433.49	7,943,331.02	-	-	83,352,639.85
Cash Transferred to Debt Service	-	-	-	-	-	-	840,535.76	-	-	-	-	-	840,535.76
Transfers to Investment Accounts	-	-	-	-	-	-	-	-	-	-	-	-	73
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures & Transfers	7,833,155.19	9,221,469.36	9,482,497.42	9,040,698.90	8,600,434.59	7,837,175.18	8,562,726.73	7,897,253.73	7,774,433.49	7,943,331.02	-	-	84,193,175.61
Net Change in Cash	(394,355.41)	(3,720,245.68)	5,643,222.38	(2,421,275.57)	(5,833,840.15)	1,717,972.99	(639,413.37)	1,052,168.55	3,370,306.23	1,011,360.74	-	-	(214,099.29)
<i>Ending Cash Balance in bank</i>	<u>28,701,093.01</u>	<u>24,980,847.33</u>	<u>30,624,069.71</u>	<u>28,202,794.14</u>	<u>22,368,953.99</u>	<u>24,086,926.98</u>	<u>23,447,513.61</u>	<u>24,499,682.16</u>	<u>27,869,988.39</u>	<u>28,881,349.13</u>	-	-	<u>28,881,349.13</u>
Beginning Cash Balance Lone Star	39,465,216.95	37,081,016.44	35,704,949.46	32,028,079.20	30,416,874.19	29,717,831.47	29,043,253.21	27,980,848.54	26,270,536.99	25,392,055.93	-	-	39,465,216.95
Beginning Cash Balance TexStar	1,634,902.52	1,636,847.85	1,639,554.45	1,642,645.98	1,474,832.20	1,479,146.09	1,484,131.05	1,489,274.45	1,494,406.29	1,500,253.13	-	-	1,634,902.52
Beginning Cash Balance Texas Class	20,949,328.69	14,045,897.38	18,894,763.09	11,891,208.08	12,192,807.95	15,230,248.07	47,728,765.92	55,263,492.07	56,464,182.70	50,806,209.78	-	-	20,949,328.69
Interest Earned Lone Star	49,934.48	66,999.74	69,631.84	83,008.26	93,341.56	101,795.44	104,683.75	96,260.27	101,582.76	98,210.05	-	-	865,448.15
Interest Earned TexStar	1,945.33	2,706.60	3,091.53	3,776.91	4,313.89	4,984.96	5,357.32	5,131.84	5,846.84	5,953.26	-	-	43,108.48
Interest Earned TexasClass	16,654.86	23,362.18	25,266.75	27,062.16	37,738.17	67,423.20	181,856.99	188,427.10	195,675.94	931,620.66	-	-	1,695,088.01
Transfers in	151,556.18	5,165,560.42	42,299.13	274,537.71	2,999,701.95	39,431,094.65	14,352,869.16	8,012,264.71	1,146,351.14	182,514,334.67	-	-	254,090,569.72
Transfers out	(9,505,777.34)	(1,783,123.61)	(10,817,622.99)	(1,865,803.96)	(792,384.28)	(7,776,373.70)	(8,167,302.34)	(8,806,573.00)	(7,980,063.82)	(8,013,668.41)	-	-	(65,508,693.45)
<i>Ending Cash Balance Invested</i>	<u>52,763,761.67</u>	<u>56,239,267.00</u>	<u>45,561,933.26</u>	<u>44,084,514.34</u>	<u>46,427,225.63</u>	<u>78,256,150.18</u>	<u>84,733,615.06</u>	<u>84,229,125.98</u>	<u>77,698,518.84</u>	<u>253,234,969.07</u>	-	-	<u>253,234,969.07</u>
TOTAL CASH AVAILABLE	<u>81,464,854.68</u>	<u>81,220,114.33</u>	<u>76,186,002.97</u>	<u>72,287,308.48</u>	<u>68,796,179.62</u>	<u>102,343,077.16</u>	<u>108,181,128.67</u>	<u>108,728,808.14</u>	<u>105,568,507.23</u>	<u>282,116,318.20</u>	-	-	<u>282,116,318.20</u>

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: April 30, 2023

General Fund 199

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
03/01/23	Lone Star Corporate Overnight		Investment Pool Investment	7,192,675.42	100.0000%	100.0000%	0.0000%	7,192,675.42				
			Withdrawal	-				7,192,675.42				
03/31/23			Interest	29,560.89			5.0000%	7,222,236.31			29,560.89	-
				<u>7,222,236.31</u>				<u>7,222,236.31</u>			<u>29,560.89</u>	<u>-</u>

General Fund 199

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
03/01/23	Lone Star Government Overnight		Investment Pool Investment	65,341.03	100.0000%	100.0000%	0.0000%	65,341.03				74
			Withdrawal	-				65,341.03				-
03/31/23			Interest	258.64			4.8200%	65,599.67			258.64	
				<u>65,599.67</u>				<u>65,599.67</u>			<u>258.64</u>	<u>-</u>

General Fund 199

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
03/01/23	TexSTAR		Investment Pool Investment	1,500,253.13	100.0000%	100.0000%	0.0000%	1,500,253.13				
			Withdrawal	-				1,500,253.13				-
03/31/23			Interest	5,953.26			4.8592%	1,506,206.39			5,953.26	
				<u>1,506,206.39</u>				<u>1,506,206.39</u>			<u>5,953.26</u>	<u>-</u>

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: April 30, 2023

General Fund 199

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
03/01/23	Texas Class Gov't		Investment Pool	45,700,211.12	100.0000%	100.0000%	0.0000%	45,700,211.12				
			Investment	331,639.78				46,031,850.90				
			Withdrawal	(7,000,000.00)				39,031,850.90				(7,000,000.00)
03/31/23			Interest	<u>155,253.42</u>			4.7318%	39,187,104.32			<u>155,253.42</u>	
				<u>39,187,104.32</u>				<u>39,187,104.32</u>			<u>155,253.42</u>	<u>(7,000,000.00)</u>

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: April 30, 2023

Capital Projects Fund 651

Bond Issue 2018

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
03/01/23	Lone Star Government Overnight		Investment Pool	-	100.0000%	100.0000%	0.0000%	-				
			Investment	-				-				
			Withdrawal	-				-				-
03/31/23			Interest	-			4.5400%	-			-	
				<u>-</u>				<u>-</u>			<u>-</u>	<u>-</u>

Capital Projects Fund 651

Bond Issue 2018

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
03/01/23	TexSTAR		Investment Pool	-	100.0000%	100.0000%	0.0000%	-				76
			Investment	-				-				
			Withdrawal	-				-				-
03/31/23			Interest	-			4.4919%	-			-	
				<u>-</u>				<u>-</u>			<u>-</u>	<u>-</u>

Capital Projects Fund 652

Bond Issue 2019

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
03/01/23	Lone Star Government Overnight		Investment Pool	4,052,506.54	100.0000%	100.0000%	0.0000%	4,052,506.54				
			Investment	-				4,052,506.54				
			Withdrawal	(1,013,668.41)				3,038,838.13				(1,013,668.41)
03/31/23			Interest	12,652.31			4.8200%	3,051,490.44			12,652.31	
				<u>3,051,490.44</u>				<u>3,051,490.44</u>			<u>12,652.31</u>	<u>(1,013,668.41)</u>

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: April 30, 2023

Capital Projects Fund 654

Bond Issue 2021

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
03/01/23	Lone Star Government Overnight		Investment Pool Investment	8,765,066.47	100.0000%	100.0000%	0.0000%	8,765,066.47				
			Withdrawal	-				8,765,066.47				
03/31/23			Interest	34,694.31			4.6400%	8,799,760.78			34,694.31	-
				<u>8,799,760.78</u>				<u>8,799,760.78</u>			<u>34,694.31</u>	<u>-</u>

Capital Projects Fund 655

Bond Issue 2022

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
03/01/23	Texas CLASS Gov't Overnight		Investment Pool Investment	5,105,998.66	100.0000%	100.0000%	0.0000%	5,105,998.66				77
			Withdrawal	-				5,105,998.66				-
03/31/23			Interest	19,893.70			4.7318%	5,125,892.36			19,893.70	
				<u>5,125,892.36</u>				<u>5,125,892.36</u>			<u>19,893.70</u>	<u>-</u>

Capital Projects Fund 656

Bond Issue 2023

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
03/01/23	Texas CLASS		Investment Pool Investment	182,182,694.89	100.0000%	100.0000%	0.0000%	182,182,694.89				
			Withdrawal	-				182,182,694.89				-
03/01/23			Interest	756,473.54			5.0423%	182,939,168.43			756,473.54	
				<u>182,939,168.43</u>				<u>182,939,168.43</u>			<u>756,473.54</u>	<u>-</u>

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: April 30, 2023

Capital Projects Fund 690

Non-Bond

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
03/01/23	Lone Star Government Overnight		Investment Pool Investment	5,316,466.47	100.0000%	100.0000%	0.0000%	5,316,466.47				
			Withdrawal	-				5,316,466.47				-
03/31/23			Interest	<u>21,043.90</u>			4.8200%	5,337,510.37			<u>21,043.90</u>	
				<u>5,337,510.37</u>				<u>5,337,510.37</u>			<u>21,043.90</u>	<u>-</u>

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: April 30, 2023

Debt Service Fund 511

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
02/01/23	TexPool		Investment Pool	22,299,261.78	100.0000%	100.0000%	0.0000%	22,299,261.78				
			Investment	163,209.43				22,462,471.21				
			Withdrawal	-				22,462,471.21				-
02/28/23			Interest	<u>88,358.85</u>			4.7984%	22,550,830.06			<u>88,358.85</u>	
				<u>22,550,830.06</u>				<u>22,550,830.06</u>			<u>88,358.85</u>	<u>-</u>

Denton County
Monthly Collection Status Report
April 2023

Little Elm ISD

	Collections Month of April	Cumulative Total 10/1/2022 thru 04/30/2023	% of Tax Levy
Current Tax Year Collections			
Base M&O	236,381.74	66,475,183.46	98.09%
Base I&S	117,827.24	33,135,364.42	
Base I&S Bond	-	-	
P&I M&O	22,207.24	115,593.08	
P&I I&S	10,794.39	50,405.86	
P&I I&S Bond	-	-	
Attorney Fee	4,240.65	10,350.30	
Subtotal	391,451.26	99,786,897.12	98.26%
Delinquent TaxYears Collections			
Base M&O	(4,260.55)	(6,954.72)	
Base I&S	(2,281.76)	(5,239.41)	
Base I&S Bond	-	-	
P&I M&O	18,825.56	51,096.40	
P&I I&S	8,267.91	22,910.27	
P&I I&S Bond	-	-	
Attorney Fee	8,998.95	60,562.56	
Other*	-	-	
Subtotal	29,550.11	122,375.10	
Combined Current & Delinquent:			
Base M&O	232,121.19	66,468,228.74	
Base I&S	115,545.48	33,130,125.01	
Base I&S Bond	-	-	
P&I M&O	41,032.80	166,689.48	
P&I I&S	19,062.30	73,316.13	
Attorney Fee	13,239.60	70,912.86	
Other*	-	-	
Total Collections	421,001.37	99,909,272.22	
Original 2022 Tax Levy		99,960,776.18	
Current 2022 Tax Levy		101,554,775.36	

Denton County
Cumulative Comparative Collection Status Report
April 2023

Little Elm ISD

	Tax Year 2022 Collections thru April 30, 2023	% of Tax Levy	Tax Year 2021 Collections thru April, 2022	% of Tax Levy
Current Tax Year Collections				
Base M&O + I&S	99,610,547.88	98.09%	86,232,685.88	98.29%
P&I M&O + I&S	165,998.94		152,937.98	
Attorney Fee	10,350.30		3,179.98	
Subtotal	<u>99,786,897.12</u>	98.26%	<u>86,388,803.84</u>	98.47%
Delinquent Tax Years Collections				
Base M&O + I&S	(12,194.13)		102,484.22	
P&I M&O + I&S	74,006.67		74,178.10	
Attorney Fee	60,562.56		51,828.63	
Subtotal	<u>122,375.10</u>		<u>228,490.95</u>	
Combined Current & Delinquent:				
Base M&O + I&S	99,598,353.75		86,335,170.10	
P&I M&O + I&S	240,005.61		227,116.08	
Attorney Fee	70,912.86		55,008.61	
Other	-		-	
Total Collections	<u><u>99,909,272.22</u></u>		<u><u>86,617,294.79</u></u>	
Adjusted 2021 Tax Levy			<u><u>87,728,459.13</u></u>	
Original 2022 Tax Levy	<u><u>99,960,776.18</u></u>			
Current 2022 Tax Levy	<u><u>101,554,775.36</u></u>			

Denton County
Levy Outstanding Status Report
April 2023

Little Elm ISD

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 04/30/2023	2,235,774.76	757,967.87
Base M&O + I&S Collections	354,208.98	8,690.88
Supplement/Adjustments	(34,418.22)	241,738.23
Remaining Levy as of 04/30/2023	1,847,147.56	991,015.22
Cumulative (From 10/01/2022 thru 04/30/2023)		
Original 2022 Tax Levy (as of 04/30/2022)	99,960,776.18	900,307.24
Base M&O + I&S Collections	99,610,547.88	(12,194.13)
Supplement/Adjustments	1,496,919.26	78,513.85
Remaining Levy as of 04/30/2023	1,847,147.56	991,015.22

Little Elm ISD
Capital Projects @ 04-30-2023

Bond Capital Projects	Project ID	Project Estimate	Cost to Date	Balance
High School Athletic Fields	Fund 646-000	\$ 8,480,299.00	\$ 7,573,976.93	\$ 906,322.07
High School Athletic Concourse	Fund 646-940	\$ 2,321,953.00	\$ 2,285,366.96	\$ 36,586.04
Athletic Complex Turf	Fund 646-007	\$ 933,638.00	\$ 933,637.51	\$ 0.49
Walker Middle School	Fund 648-000	\$ 68,538,650.00	\$ 66,244,470.85	\$ 2,294,179.15
Strike Middle School	Fund 649-000	\$ 67,513,978.00	\$ 65,841,549.95	\$ 1,672,428.05
Land	Fund 65X-XXX	\$ 15,904,910.00	\$ 15,724,064.59	\$ 180,845.41
Brent Vestibule	Fund 650-830	\$ 207,072.00	\$ 158,377.82	\$ 48,694.18
Chavez Vestibule	Fund 650-831	\$ 216,399.00	\$ 158,131.57	\$ 58,267.43
Athletic Complex Scoreboard	Fund 650-913	\$ 1,007,347.00	\$ 920,883.15	\$ 86,463.85
Roof Replacements	Fund 650-914	\$ 2,136,720.00	\$ 2,062,901.17	\$ 73,818.83
LEHS HVAC	Fund 650-915	\$ 3,759,448.00	\$ 3,558,914.06	\$ 200,533.94
Buses (12)	Fund 650-919	\$ 1,323,446.00	\$ 1,323,446.00	\$ -
CTE Reno	Fund 650-934	\$ 730,037.00	\$ 548,709.41	\$ 181,327.59
SPED Reno	Fund 650-935	\$ 106,399.00	\$ 99,262.46	\$ 7,136.54
Lobo Lane Repurpose	Fund 650-939	\$ 30,000.00	\$ 24,600.00	\$ 5,400.00
Safety Film	Fund 650-942	\$ 130,776.00	\$ 130,776.00	\$ -
Emergency HVAC (unallocated)	Fund 650-011	\$ 186,682.00	\$ -	\$ 186,682.00
Zellars HVAC	Fund 650-071	\$ 13,078.00	\$ 13,078.00	\$ -
HVAC Replacements Phase 1 & 2	Fund 650-123	\$ 300,500.00	\$ 300,500.00	\$ -
Brent HVAC	Fund 650-124	\$ 30,929.00	\$ 30,929.00	\$ -
Brent HVAC	Fund 650-203	\$ 62,880.00	\$ 62,879.71	\$ 0.29
Lakeside HVAC	Fund 650-301	\$ 25,136.00	\$ 25,136.00	\$ -
Lakeside HVAC	Fund 650-106	\$ 376,995.00	\$ 376,995.00	\$ -
Athl Complex	Fund 650-106	\$ 3,800.00	\$ 3,800.00	\$ -
LEHS Security Fence	Fund 650-303	\$ 13,000.00	\$ 12,675.00	\$ 325.00
ESPC Upgrades	Fund 652-013	\$ 10,000,000.00	\$ 9,533,363.96	\$ 466,636.04
Roof Management Program	Fund 652-036	\$ 70,000.00	\$ 55,000.00	\$ 15,000.00
Athletic Complex Track	Fund 652-037	\$ 1,126,136.00	\$ 999,126.50	\$ 127,009.50
LEHS Roof Panels	Fund 652-126	\$ 48,874.00	\$ 42,499.00	\$ 6,375.00
Prestwick Sidewalk	Fund 652-132	\$ 16,471.00	\$ 12,191.14	\$ 4,279.86
Prestwick Sidewalk Replacement	Fund 652-201	\$ 314,540.00	\$ 314,539.24	\$ 0.76
Security Camera Upgrades	Fund 652-204	\$ 127,803.00	\$ 127,802.62	\$ 0.38
Lakeside Drive Replacement	Fund 652-206	\$ 31,310.00	\$ 31,310.00	\$ -
Strike Entry Drive	Fund 652-302	\$ 967,226.00	\$ 860,454.04	\$ 106,771.96
Indoor Multi-Use Facility	Fund 653-017	\$ 19,878,297.00	\$ 18,281,631.84	\$ 1,596,665.16
Lakeside Admin Conversion	Fund 653-018	\$ 16,346,721.46	\$ 15,735,227.95	\$ 611,493.51
Zellars Conversion	Fund 653-127	\$ 7,960,408.14	\$ 6,325,480.21	\$ 1,634,927.93
Buses	Fund 653-128	\$ 545,104.00	\$ 545,104.00	\$ -
Long Range Bond Planning	Fund 653-129	\$ 97,330.00	\$ 97,330.00	\$ -
Cameras for Buses	Fund 653-130	\$ 117,596.00	\$ 92,275.70	\$ 25,320.30
LEHS SPED Conversion	Fund 653-131	\$ 138,490.00	\$ 113,536.46	\$ 24,953.54
ESPC III Upgrades	Fund 654-141	\$ 2,831,132.00	\$ 2,759,906.00	\$ 71,226.00
LEHS CTE Renovations/Additions	Fund 654-202	\$ 609,922.00	\$ 502,928.78	\$ 106,993.22
LEHS CTE Welding Lab	Fund 654-304	\$ 412,200.00	\$ 297,709.10	\$ 114,490.90
Buses	Fund 655-305	\$ 850,908.00		\$ 850,908.00
		\$ 236,844,540.60	\$ 225,142,477.68	\$ 11,702,062.92

Little Elm ISD
Capital Projects @ 04-30-2023

Bond Capital Projects	Project ID	Project Estimate	Cost to Date	Balance
High School Athletic Fields	Fund 646-000	\$ 8,480,299.00	\$ 7,573,976.93	\$ 906,322.07
High School Athletic Concourse	Fund 646-940	\$ 2,321,953.00	\$ 2,285,366.96	\$ 36,586.04
Athletic Complex Turf	Fund 646-007	\$ 933,638.00	\$ 933,637.51	\$ 0.49
Walker Middle School	Fund 648-000	\$ 68,538,650.00	\$ 66,244,470.85	\$ 2,294,179.15
Strike Middle School	Fund 649-000	\$ 67,513,978.00	\$ 65,841,549.95	\$ 1,672,428.05
Land	Fund 65X-XXX	\$ 15,904,910.00	\$ 15,724,064.59	\$ 180,845.41
Brent Vestibule	Fund 650-830	\$ 207,072.00	\$ 158,377.82	\$ 48,694.18
Chavez Vestibule	Fund 650-831	\$ 216,399.00	\$ 158,131.57	\$ 58,267.43
Athletic Complex Scoreboard	Fund 650-913	\$ 1,007,347.00	\$ 920,883.15	\$ 86,463.85
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Safety Film	Fund 650-942	\$ 130,776.00	\$ 130,776.00	\$ -
Emergency HVAC (unallocated)	Fund 650-011	\$ 186,682.00	\$ -	\$ 186,682.00
Zellars HVAC	Fund 650-071	\$ 13,078.00	\$ 13,078.00	\$ -
HVAC Replacements Phase 1 & 2	Fund 650-123	\$ 300,500.00	\$ 300,500.00	\$ -
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Roof Management Program	Fund 652-036	\$ 70,000.00	\$ 55,000.00	\$ 15,000.00
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Strike Entry Drive	Fund 652-302	\$ 967,226.00	\$ 860,454.04	\$ 106,771.96
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LEHS SPED Conversion	Fund 653-131	\$ 138,490.00	\$ 113,536.46	\$ 24,953.54
ESPC III Upgrades	Fund 654-141	\$ 2,831,132.00	\$ 2,759,906.00	\$ 71,226.00
LEHS CTE Renovations/Additions	Fund 654-202	\$ 609,922.00	\$ 502,928.78	\$ 106,993.22
LEHS CTE Welding Lab	Fund 654-304	\$ 412,200.00	\$ 297,709.10	\$ 114,490.90
Buses	Fund 655-305	\$ 850,908.00		\$ 850,908.00
		\$ 236,844,540.60	\$ 225,142,477.68	\$ 11,702,062.92

EXPENDITURES BETWEEN \$50K-\$100K

Vendor Name	Department	SUMMARY OF PURCHASE/ PURPOSE	Price	Purchasing Method
Frontline Education	Business Services & Human Resources	Absence & time solution 2023-2024 (Absense HR - \$35,160.79 & Time BS - \$20,565.10)	\$55,725.89	Allied/Region19, RFP 17-247, Exp: 07/31/2023 w/annual extensions till 2024
College Board	LEHS	Advanced Placement (AP) Testing	\$60,056.00	EPCNT-Dallas ISD RFP # KH-205467, Exp: 6/30/2023
Dell Marketing	Technology Department	Dell Mobile Computing Carts	\$73,600.00	DIR-TSO-3763, Exp: 01/10/2024
Supreme Fixtures	Child Nutrition Services	Replaced Old Dishwasher at Brent ES	\$59,813.81	BuyBoard 683-22, Exp: 11/30/2025

**LITTLE ELM INDEPENDENT SCHOOL DISTRICT
NEW DONATIONS**

Campus/Dept	Fund	Donation From	Description	Date	Monetary	Non-Monetary	Total
General Fund	199	Wolf Pack / Dan Blackwood		04/17/23	2,584.92		2,584.92
Athletics	499	Lobo Club Baseball Booster Club	Baseball Machine	04/04/23	300.00		300.00
Strike Middle School	461	Mary Kelly Ravestijn	Choir Banquet	04/19/23	50.00		50.00
Strike Middle School	461	Anonymous	Choir Banquet	04/19/23	200.00		200.00
Strike Middle School	461	Keith and Nikole Martinez	Choir Banquet	04/19/23	100.00		100.00
Strike Middle School	461	Kopsa Family	Choir Banquet	04/19/23	100.00		100.00
Strike Middle School	461	Dave and D'Ann Morgan	Choir Banquet	04/19/23	75.00		75.00
Strike Middle School	461	Michael Meyers	Choir Banquet	04/19/23	100.00		100.00
LE High School	820	Tribute Partners LP	Top Ten Graduate Scholarship	04/19/23	5,000.00		5,000.00
LE High School		Tinman Social	Gift Card Incentive for STAAR	04/19/23	100.00		100.00
LE High School		Flix	Gift Card Incentive for STAAR	04/19/23	50.00		50.00
					8,659.92	-	8,659.92

Board Agenda Item

Little Elm Independent School District

400 Lobo Lane

Little Elm, Texas 75068

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 06-26-2023	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	FINAL BUDGET AMENDMENT				
Presenter or Contact Person:	Jesse Wyse, Executive Director of Business Services				
Policy/Code:	Board Legal Status Powers and Duties - BAA (LOCAL) Annual Operating Budget - CE (LOCAL)				
Strategic Plan Goal:	Ensuring Fiscal Health & Sustainability				
Summary:	At the end of each year, final budget amendments are presented to the board for approval for any anticipated functional overages.				
Financial Implications:	None				
Attachments:	Final Amended Budget Report under separate cover				
Recommendation:	The Administration recommends approval of the 2022-2023 End of Year Budget Amendments as submitted.				
Motion:	I move that the Board approve the 2022-2023 End of Year Budget Amendments as submitted.				

Board Agenda Item

Little Elm Independent School District
 400 Lobo Lane
 Little Elm, Texas 75068

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
Board Mtg. Date 06-26-2023	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	REQUEST FOR PROPOSAL # 17-06-021-2 DEPOSITORY SERVICES				
Presenter or Contact Person:	Jesse Wyse, Director of Budget and Finance				
Policy/Code:	BDAE (LEGAL)				
Summary:	<p>In accordance with the Texas Education Code (TEC), Chapter 45, Subchapter G, School District Depositories, the Board of Trustees selected a depository through soliciting proposals for depository services. A contract was awarded for a term of two years (September 1, 2017-August 31, 2019) and the first extension was approved May 20, 2021 (September 1, 2019-August 31, 2021), and the second extension was approved June 28, 2021 (September 1, 2021-August 31, 2023). This is to extend the term of the contract for the third extension term of two years, beginning September 1, 2023-August 31, 2025.</p>				
Financial Implications:	N/A				
Attachments:	Depository Contract Extension				
Recommendation:	The Administration recommends approval of the third extension of the depository services contract with Capital One.				
Motion:	I move that the Board approve the third extension of the depository services contract dated June 26, 2023 as submitted.				

**Board Resolution Extending Depository Contract for Funds
Of Independent School Districts Under Texas Education Code,
Chapter 45, Subchapter G, School District Depositories**

Resolved by the Little Elm Independent School District Board of Trustees that:

Capital One Bank *Board of Trustees* located at Washington, D.C
(Name of Depository Bank) *(Name of County)*

County, State of Texas, being a bank as defined in section 45.201 of the Texas Education Code, and Little Elm Independent School District (CDN: 061914) agree to extend this depository *(Name of District)*

contract pursuant to Texas Education Code Section 45.205, for an additional two-year term from September 1, 2023, through August 31, 2025 Under Texas Education Code Section 45.205(b), a school district and the district's depository bank may agree to extend a depository contract for three additional two-year terms. The extension constitutes the parties' third two-year term.
(first, second, third)

Furthermore, under Texas Education Code Section 45.205(c), the contract term and any extension must coincide with the school district's fiscal year.

AGREED AND ACCEPTED on behalf of Little Elm Independent School District
Name of District

this the _____ day of _____, _____.

Signature of President of School Board

AGREED AND ACCEPTED on behalf of Depository this the 12 day of MAY, 2023.

Tamara Palmer
Typed Name of Depository

TPalmer

Signature of Authorized Bank Officer

Govt. Banking Officer
Title of Authorized Bank Officer

Acknowledgement

Acknowledged before me in Cass County, Texas ^{PARISH, Louisiana} County, Texas, on MAY 12, 2023, by

TAMARA PALMER, bank officer of the Depository named in the preceding document, for the Depository.

[Signature]
Signature of Notary



(SEAL)

Notary Public in and for State of Louisiana
County, Texas

Addendum A

Little Elm and Capital One- Contract renewal September 1, 2023-August 31, 2025

Current Earnings Credit Rate as of May 2023 is 1.1%, any changes will continue to be bank managed.

Current Interest rate as of May 2023 is 2.5%, any changes will continue to be bank managed.

Board Agenda Item

Little Elm Independent School District
400 Lobo Lane
Little Elm, Texas 75068

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
06-26-2023	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	LITTLE ELM ISD EXPENDITURES OVER \$100,000 SUMMARY REPORT				
Presenter or Contact Person:	Shay Adams, Assistant Superintendent for Business & Finance				
Policy/Code:	CH (LOCAL) Purchasing and Acquisition				
Strategic Plan Goal:	Ensuring Fiscal Health and Sustainability				
Summary:	Allows LEISD to purchase products or services valued over \$100,000 (listed on attachment) which have been properly purchased through statutorily authorized methods.				
Financial Implications:	See attached spreadsheet of expenditures and summary of services for Solution Tree expenditure.				
Attachments:	Little Elm ISD Expenditures Over \$100,000 Summary Report for Approval				
Recommendation:	The Administration recommends approval of the Little Elm ISD Expenditures Over \$100,000 Summary Report as submitted.				
Motion:	I move that the Board approve the Little Elm ISD Expenditures Over \$100,000 Summary Report dated June 26, 2023 as submitted.				

Little Elm ISD Expenditures Over \$100,000 Summary Report for Approval

Board Meeting Date: June 26, 2023

Ref #	Vendor Name	Department	Status (New, Renewal, Vendor Change)	Prior Year Contract Amount	Change/Renewal Amount	Change/Purchase Amount	Effective Date	Expiration Date	Description	Administrator
1	ESS	Human Resources	Renewal	\$1,200,000	\$1,000,000	-\$200,000	8/1/2023	7/31/2024	ESS is the largest education-exclusive talent company in the country, providing full-service management programs to K-12 school districts for over 21 years. Their solutions are designed to relieve administrative burdens, improve day-to-day operations, and place high-quality substitute teachers, paraprofessionals, and support staff. They work closely with school districts to absorb the daily tasks of hiring, credentialing, training, managing, evaluating, placing, and retaining skilled employees. To maximize our substitute fill rate and meet the needs of our campuses and our students, outsourcing substitute services is necessary. The total contract is not to exceed \$1,000,000.00. This is the cost for ESS to pay our substitutes' and for the staffing services that ESS provides.	92 Asheley Brown
2	Longhorn Mechanical	Child Nutrition	Renewal	\$200,000	\$200,000	\$0	7/1/2023	6/30/2024	Contracted services for maintenance and repair of child nutrition equipment and machines. Contracted amount not to exceed (NTE) \$120,000.00	Alfred Gaches
3	Newsela Inc.	Curriculum & Learning	New	N/A	N/A	\$136,375	7/17/2023	7/16/2024	Supplemental education platform for ELA, Science and Social Studies.	Dr. Penny Tramel
4	Supplemental Healthcare (SHC)	Special Populations	Renewal	\$350,000	\$350,000	\$0	7/1/2023	6/25/2024	Supplemental Health Care (SHC) provides supplemental staffing referral services on an as needed basis. Little Elm ISD will be using SHC for contracted services including, but not limited to, Licensed Specialist in School Psychology (LSSP), Educational Diagnostician, Music Therapist, and Speech Therapy. The contract is not to exceed a total of \$350,000 in services.	Kristi Roberts

Little Elm ISD Expenditures Over \$100,000 Summary Report for Approval

Board Meeting Date: June 26, 2023

Ref #	Vendor Name	Department	Status (New, Renewal, Vendor Change)	Prior Year Contract Amount	Change/Renewal Amount	Change/Purchase Amount	Effective Date	Expiration Date	Description	Administrator
5	Tarpley Music	Curriculum & Learning	New	N/A	N/A	\$200,000	7/1/2023	6/1/2024	Instrumental and musical gear and services for the 2023-2024 school year in the amount not to exceed (NTE) \$200,000.00	Dr. Penny Tramel

Board Agenda Item

Little Elm Independent School District
400 Lobo Lane
Little Elm, Texas 75068

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 06-26-2023	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	LITTLE ELM ISD INTERLOCAL SUMMARY REPORT				
Presenter or Contact Person:	Shay Adams, Assistant Superintendent for Business & Finance				
Policy/Code:	GRB (LEGAL)				
Strategic Plan Goal:	Ensuring Fiscal Health and Sustainability				
Summary:	Allows LEISD to purchase products or services from other governmental entities (listed on attachment) which have been properly awarded contracts through statutorily authorized methods.				
Financial Implications:	See attached summary report.				
Attachments:	Little Elm ISD Interlocal Summary Report for Approval				
Recommendation:	The Administration recommends approval of the Little Elm ISD Interlocal Summary Report as submitted.				
Motion:	I move that the Board approve the Little Elm ISD Interlocal Summary Report dated June 26, 2023 as submitted.				

Little Elm ISD Interlocal Summary Report for Approval

Board Meeting Date June 26, 2023

Ref #	Vendor Name	Department	Status (New, Renewal, Vendor Change)	Prior Year Contract Amount	Renewal Amount	Purchase Amount/Change	Effective Date	Expiration Date	Description	Administrator
1	City of Oak Point	Safety & Security	Renewal	\$73,297	\$90,254	\$16,958	8/1/2023	7/31/2024	Memorandum of Understanding (MOU) between Little Elm ISD and City of Oak Point for School Resource Officer (SRO) services.	Ross Roberts
2	City of The Colony	Safety & Security	Renewal	\$367,448.00	\$274,268.00	(\$93,180)	8/1/2023	7/31/2024	Memorandum of Understanding (MOU) between Little Elm ISD and the City of The Colony for School Resource Officer (SRO) services.	Ross Roberts
3	Denton Regional Day School Program	Special Populations	Renewal	\$96,000.00	\$110,000.00	\$14,000	9/1/2023	8/31/2024	Shared Services Agreement with Denton ISD and Little Elm ISD for the Denton Regional Day School Program for the Deaf. The purpose of this agreement is to create a cooperative arrangement whereby the Member Districts may provide for the efficient delivery of legally required special education and related services to eligible students with hearing impairments in the Denton area. The cost for this program is based upon student count.	Kristi Roberts 95
4	ESC Region 10	Business & Finance Services	New	N/A	N/A	TBD	7/1/2023	6/30/2024	ESC Region 10 to provide as needed goods/materials, support services and professional development.	Shay Adams
5	ESC Region 11	Business & Finance Services	New	N/A	N/A	TBD	7/1/2023	6/30/2024	ESC Region 11 to provide as needed goods/materials, support services and professional development.	Shay Adams
6	ESC Region 11	Curriculum & Learning	Change	\$26,800.00	\$2,800.00	\$2,800.00	6/27/2023	5/31/2024	Adding seven (7) additional participants to the MOU with ESC Region 11 for Reading Academies. The original MOU was approved at the December Board meeting. The additional seven (7) participants will cost \$2,800.00	Penny Tramel

Little Elm ISD Interlocal Summary Report for Approval

Board Meeting Date June 26, 2023

Ref #	Vendor Name	Department	Status (New, Renewal, Vendor Change)	Prior Year Contract Amount	Renewal Amount	Purchase Amount/Change	Effective Date	Expiration Date	Description	Administrator
7	ESC Region 11	Technology Services	Renewal	\$19,200	\$19,200	\$0.00	7/1/2023	6/30/2024	Fiber11 Service Agreement. This Fiber Infrastructure for Broadband Enhancement in Region 11 (FIBER11) is an advanced K-12 region-wide broadband infrastructure created to promote educational excellence in instruction, services, and resources through a collaborative partnership of School Districts	Gregg Burcham
8	ESC Region 11	Business & Finance Services	Renewal	\$215,528.46	\$144,670.83	(\$70,857.63)	9/1/2023	8/31/2024	Little Elm ISD to purchase products or services by purchase order, contract, agreement or other appropriate legal method from Region 11 ESC. This is for District Wide contracts with Region 11 ESC which includes ASCENDER (Financial System), Eduphoria, Instructional Solutions and Support, Management Information Systems Software and Support Services, Technology Resources Education (TREC), Technology Services, TSDS (PEIMS, TIMS, UID, Core Collections), and TxTracts. The change from last year to this year is due to not renewing the TEKS Resource System.	Shay Adams
9	Town of Little Elm	Safety & Security	Renewal	\$749,207	\$771,054	\$21,846.84	7/1/2023	6/30/2024	Memorandum of Understanding (MOU) between Little Elm ISD and the Town of Little Elm for School Resource Officer (SRO) services.	Ross Roberts
10	The University of North Texas Speech & Hearing Center	Special Populations	Renewal	\$40,000.00	\$40,000.00	\$0.00	8/1/2023	7/31/2024	Professional Services Agreement between Little Elm ISD and The University of North Texas. The University of North Texas, on behalf of its Speech and Hearing Center agrees to provide professional education audiology services to Little Elm ISD on an as needed basis. Services will be provided by a licensed UNT audiologist and agreement is not to exceed \$40,000.00 annually.	Kristi Roberts

Board Agenda Item

Little Elm Independent School District
400 Lobo Lane
Little Elm, Texas 75068

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
06-26-2023	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	REQUEST FOR PROPOSAL #2019-002 FOOD CATERING SERVICES				
Presenter or Contact Person:	Shay Adams, Assistant Superintendent for Business & Finance				
Policy/Code:	CH (LEGAL)				
Summary:	The Food Catering Services RFP results/recommendations for monthly approval.				
Financial Implications:	N/A				
Attachments:	RFP #2019-002 Award List				
Recommendation:	The Administration recommends approval of the vendors for Food Catering Services as submitted.				
Motion:	I move that the Board approve the list of Food Catering Services vendors dated June 26, 2023 as submitted.				

Awarded: 3/25/19

Company Name

RUDY'S

TEXAS ICE CREAM

SWEET MEMORIES

SCHOLTZSKY'S- LITTLE ELM

JASON'S DELI

WATER'S EDGE

JOE'S PIZZA

T TATE'S WORLD FAMOUS (BBQ)

Awarded: 4/15/19

Company Name

HARD SUN INC. dba PRAIRIE HOUSE RESTAURANT

TEXAS A-DUBB INC. dba CHICK-FIL-A (FRISCO LAKES)

UNITED SUPERMARKETS, LLC. dba MARKET STREET

Awarded: 5/20/19

Company Name

ROVIN, INC. dba BABE'S CHICKEN DINNER HOUSE

Awarded: 6/17/19

Company Name

MESA'S MEXICAN GRILL

Awarded: 7/29/19

Company Name

CICI'S PIZZA

Awarded: 7/29/19

Company Name

LONESTAR DONUT LLC dba HURTS DONUT COMPANY

Awarded: 10/21/19

Company Name

SWEET T CUISINE

Awarded: 2/17/2020

Company Name

ADDISON CATERING COMPANY, INC.

Awarded: 9/21/2020

Company Name

ROSA'S CAFÉ & TORTILLA FACTORY, LTD.

Awarded: 2/22/2021

Company Name

COURT'S COOKIE CO.

Awarded: 8/23/2021

Company Name

WB's KITCHEN + CATERING

Awarded: 9/20/2021

Company Name

HUSHER T. CALHOUN DBA CALHOUN'S COUNTRY SMOKE

Awarded: 10/18/2021

Company Name

MI LUNA GREAT TEX MEX

Awarded: 11/15/2021

Company Name

DANIEL FRANK WERNER DBA KONA BY THE LAKE LLC

Awarded: 6/20/2022

Company Name

BABAK-ARASH LLC dba CINNAHOLIC (FRISCO LOCATION)

TOP TWO INVESTMENTS LLC dba KONA ICE ROCKS

MEAT & THREE, LLC dba NORMA'S CAFE

COMMUNITY COFFEE COMPANY, L.L.C

4RACE LLC dba PALIO'S PIZZA CAFÉ

Awarded: 10/17/2022

Company Name

MOJOJOJO INCORPORATED DBA DICKEY BARBEQUE – 0426

Awarded: 5/15/2023

Company Name

BIG STAR ICE FRISCO, LLC DBA JEREMIAH'S OF FRISCO

Awarded: 6/26/2023

Company Name

CRIMSON COWARD TX

Board Agenda Item

Little Elm Independent School District
300 Lobo Lane
Little Elm, Texas 75068

Board Mtg. Date 6-26-2023	Reports of the Superintendent <input type="checkbox"/>	Action Item <input type="checkbox"/>	Consent Agenda <input checked="" type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	GEOTECH AND ENVIRONMENTAL STUDIES FOR LAKEWOOD VILLAGE SCHOOL SITE #7				
Presenter or Contact Person:	Mickey James, Executive Director of Construction				
Policy/Code:	CVD (LOCAL)				
Strategic Plan Goal:	To ensure fiscal health & sustainability.				
Summary:	Requesting approval to have these two investigations performed for the new school site in Lakewood Village				
Financial Implications:	Total allowance requested for these services is \$35,000, paid from the Phase I sale of the 2022 Bond. Final costs to be included in the Project Master Budget presented at a later date				
Attachments:	Proposals from ECS and Alpha Testing, plus a \$10,000 clearing cost allowance				
Recommendation:	The Administration recommends the approval of these vendors and costs as presented, and to authorize the Superintendent or his designee to execute the required contract documents.				
Motion:	I move the Board approve these vendors and costs as presented, and authorize the Superintendent or his designee to execute the required contract documents.				

May 22, 2023

Little Elm ISD
400 Lobo Lane
Little Elm, TX 75068
Attention: Mr. Rick MartinRe: Proposal Geotechnical Exploration
New School
SWC of Highridge Drive and Lakecrest Drive
Lakewood Village, Texas
ALPHA Proposal No. 97951

ALPHA TESTING, LLC. (hereinafter "ALPHA") is hereby pleased to submit to **Little Elm ISD (hereinafter "Client")** the following proposal for a Geotechnical Exploration on the project referenced above. We understand ALPHA has been selected to provide professional services for this project based solely on our qualifications, and that Little Elm ISD is currently negotiating fee and scope only with ALPHA at this time.

Project Information

We understand the project consists of a 1- to 2-story new school building with associated parking and drives. Maximum column loads for the proposed school building is expected to be 400 kips. The purpose of the geotechnical study will be to provide information for use in design of typical foundations and pavement for the proposed project.

Based on our experience, the project site is located in the Eagle Ford formation. The Eagle Ford formation is composed predominantly of shale with occasional platy beds of sandstone and limestone. Residual overburden soils associated with the Eagle Ford formation generally consist of clay and shaly clay with very high shrink/swell potential. From our experience, we anticipate the depth of the marl could be about 40 to 50 ft below the existing ground surface, and our test boring depths are estimated accordingly.

Scope of Work

This study will include the following evaluations:

Subsurface soil, rock and groundwater conditions on the site to depths that would be significantly affected by foundations.

Engineering characterization of the subsurface materials encountered.

Typical foundations suitable for support of the proposed project.

Data required for design of typical foundation systems for the project.

Concrete pavement sections for the planned parking and drives.

Recommendations regarding earthwork, including grading and excavation, backfilling and compaction, the treatment of in-place soils for the support of foundations, pavement and possible construction problems reasonably to be expected.

We propose to explore the subsurface soil and/or rock conditions at the site by drilling 14 test borings as summarized below in the table below.

STRUCTURE OR FEATURE	NUMBER OF BORINGS	BORING DEPTHS
New School Building	4	70 ft
	3	50 ft
Site Paving	7	5 ft

At the completion of drilling operations, boreholes will be backfilled and plugged with soil cuttings, and any pavement that is penetrated will be patched with similar material. Settlement of boreholes may occur over time. ALPHA shall not be responsible for any settlement of boreholes that may occur after initial backfilling. The number and depth of the test borings required to obtain the necessary field data may vary depending on the actual soil and/or rock conditions encountered. If unusual subsurface conditions are encountered and alternate field work is indicated, we will consult with the client prior to



initiating any additional services. Please note, regardless of the number of borings performed subsurface conditions between borings may vary.

The study will also include laboratory tests to evaluate the classification, gradation and certain physical characteristics of the subsurface soils. The specific types and quantities of tests will be determined based on soil/rock conditions encountered in the borings. Our laboratories are fully equipped with modern equipment for soil and rock testing and tests are performed by trained qualified technicians in compliance with the applicable specifications. Field exploration programs are conducted with drilling equipment operated by experienced and reliable drillers. All field and laboratory staff are supervised by professional engineers.

Results of the field exploration and laboratory tests will be utilized in the engineering analysis and the formulation of our recommendations. Results of our study, including the substantiating data and our recommendations, will be presented in a written report prepared by a Licensed Professional Engineer.

Costs and Schedule

Our fee for performance of the geotechnical study on the site described will be as noted below. We guarantee not to exceed this figure without your approval. Inclement weather could result in delays to the referenced boring operations schedule.

Geotechnical Lump Sum Fee	\$19,600.00*
Schedule to Complete Study	5 to 6 Weeks

*Based on the current available information, the site is covered with trees and some tree clearing will be needed to access boring locations. Fee provided herein does not include costs associated with tree clearing.

The above cost estimate is valid for 90 days and is based on Client providing suitable access and entry to test boring locations during normal business hours. Client represents that it has full authority from the current landowner to engage ALPHA to perform this study. The pricing provided above assumes test boring locations can be accessed using standard, truck-mounted drilling equipment. Surveying of boring locations and elevations is not included in the cost estimate, but can be provided if needed upon request. If difficult site conditions are encountered, alternate pricing may be provided using an All-Terrain Drilling Unit or other portable equipment. Drilling through surface concrete, if necessary, will be charged at an additional \$225.00/hole.

Prior to start of drilling, ALPHA will contact Texas One-Call utility clearance (Texas811) to mark and clear utilities at the boring locations. The Client shall provide any known site specific utility information upon acceptance of this proposal. ALPHA is not responsible for damage to any below grade utilities of which we are not made aware.

Please note: Our field equipment may rut the site during drilling operations. A concerted effort will be made to minimize such problems, however, ALPHA is not responsible for re-grading or repairing rutted areas if they develop.

Due to the ever-changing circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this agreement that affect availability of resources and staff of ALPHA, the Client, other consultants, and public agencies. Therefore, there could be changes in the referenced schedule and/or project costs. ALPHA will exercise reasonable efforts to overcome the challenges presented by current circumstances, but ALPHA will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

The scope of work for this study does not include stability analysis for any slopes either to be constructed or which may exist naturally on the site. If the final grading plans indicate significant slopes (over about 3 ft high) will exist, it is recommended the client have slope stability analysis conducted. Further, the scope of work proposed herein does not include design parameters for retaining walls nor does it include global stability of the same. If a slope stability analysis and/or a retaining wall analysis is desired, upon request, ALPHA will provide a separate Proposal for such analysis.

If this Proposal is acceptable, please have an authorized officer sign in the space provided below in the **Proposal Acceptance Form** and return a signed copy via either email or fax, or the signed original to our office. We will consider receipt of a signed original or copy of this Proposal as our Notice to Proceed. Work cannot be initiated prior to receiving a signed copy of this Proposal. If a copy is e-mailed or faxed, client consents to such copy of a signature, or electronic signature, as serving as an original signature. Unless prior arrangements are agreed to in writing, payment for services described in this Proposal is due within 30 days of invoice date. Payment of the invoice is not contingent on Client’s agreement or acceptance of ALPHA’s design recommendations or report discussion. If CLIENT objects to any portion of an invoice or report, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice.¹⁰⁴



By execution of this Proposal, the undersigned Client acknowledges and agrees that the attached "Terms and Conditions" have been provided or made available to Client and Client agrees that such Terms and Conditions shall be applied to the present Proposal and shall be fully binding upon Client. The Terms and Conditions are attached to this proposal as "Exhibit A" and are fully incorporated into this Proposal by reference as if set forth herein.

Thank you for this opportunity to offer our services. We look forward to working with you on this project.

Sincerely,

ALPHA TESTING, LLC.

A handwritten signature in blue ink, appearing to read "Harsha R. Addula".

Harsha R. Addula, P.E.
Associate Principal

Attachments: Proposal Acceptance Form
"Exhibit A" Terms and Conditions



**GEOTECHNICAL
PROPOSAL ACCEPTANCE FORM**

Date: May 22, 2023

ALPHA Proposal No.: 97951

Project Name: New School

Project Location: SWC of Highridge Drive and Lakecrest Drive, Lakewood Village, Texas

CLIENT: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

ATTENTION: _____ TELEPHONE: _____

EMAIL: _____ FAX: _____

*******REQUIRED INFORMATION***** (Must be completed in order to process)**

ACCOUNTS PAYABLE CONTACT: _____ *Check box if same as above*

ADDRESS: _____

CITY/STATE/ZIP: _____

EMAIL: _____ TELEPHONE: _____

Land Owner's Name: _____

Address: _____

City, St. Zip: _____

Project Legal Description: _____

Project County: _____

The undersigned hereby accepts all the Terms and Conditions set forth in this Proposal and warrants that he/she has full authority to bind the Client.

PROPOSAL ACCEPTED BY: _____

Signature

Title

Date

PRINTED NAME: _____

REPORT DISTRIBUTION

COMPANY

ATTENTION

EMAIL ADDRESS



“EXHIBIT A” Terms and Conditions

Section 1: The Agreement

The Agreement between the parties, which shall describe and govern CLIENT’s engagement of ALPHA TESTING, LLC. (“ALPHA”) to provide only the services (“Services”) in connection with the project (“Project”) which are specifically identified and agreed to in the proposal (“Proposal”), consists of the Proposal, these General Terms and Conditions (“Terms”), ALPHA’s fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement may only be modified by mutual signed, written agreement. In the event of a conflict between these Terms and the Proposal or exhibits, the following order of precedence shall prevail: (i) These Terms, (ii) the Proposal, and (iii) any exhibits or attachments referenced in the foregoing.

Section 2: Standard of Care

The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of ALPHA’s profession currently practicing under similar conditions and in the same locality as the Project. Interpretations and recommendations by ALPHA will be based solely on information discovered by, or made available to, ALPHA during the course of the engagement. In connection with such information, CLIENT recognizes that subsurface conditions across the site may vary from those observed at test locations, including but not limited to locations where density tests and concrete tests, borings, surveys, or explorations are made, and that site conditions may change over time, and as such, CLIENT shall be solely responsible for determining the locations and scope of testing related to the subsurface exploratory program and assumes all risks related thereto. ALPHA shall not be responsible for the use or interpretation of such information by non-parties to this Agreement nor shall ALPHA be responsible for changed site conditions or for subsurface conditions at locations where testing, borings, surveys, or explorations are not made. If Client provides ALPHA’s report to any third Party, Client shall make such third party aware of this limitation of liability, and shall defend, indemnify, and hold ALPHA harmless from any action against ALPHA by such third party.

ALPHA MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICES, AND EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES; INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF GOOD AND WORKMANLIKE PERFORMANCE AND OF FITNESS FOR A PARTICULAR PURPOSE.

Section 3: Site Access and Conditions

CLIENT shall grant to, or obtain for, ALPHA unimpeded access to the Project site for all equipment and personnel necessary for the performance of the Services, and access necessary for ALPHA’s personnel to photograph the Project site. As required to effectuate such access, CLIENT shall notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that ALPHA must be allowed free access to the site. CLIENT understands that, in the normal course of performing the Services, some damage, including but not limited to injury to vegetation, rutting, and cracking of concrete, may occur as a result of ALPHA’s performance of the Services, and further agrees that ALPHA is not responsible for the correction of any such damage caused by ALPHA unless otherwise specified in the Proposal. **CLIENT is solely responsible for the accuracy of locations for all subterranean structures and utilities, and CLIENT waives any claim against ALPHA, and shall defend (with counsel acceptable to ALPHA), indemnify, and hold ALPHA harmless from any claim or liability for injury, damages, or loss by any party, including costs of defense and attorneys’ fees, arising from damage caused as a result of subterranean structures and utilities not being properly identified or accurately located by CLIENT.** In addition, and without limiting the foregoing, CLIENT shall compensate ALPHA for any consequential damages resulting from any such claim, including without limitation time spent or expenses incurred by ALPHA in defense of any such claim, with such compensation to be based upon ALPHA’s prevailing fee schedule and expense reimbursement policy.

Section 4: CLIENT’s Responsibility and Project Understanding

CLIENT shall provide or otherwise make available to ALPHA all information in its possession or subject to its control regarding existing and proposed conditions at the site. Such information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data, including borings, field and laboratory tests, written reports, drawings, plans and specifications. CLIENT shall immediately, but in no event later than twenty-four (24) hours after its receipt, transmit to ALPHA any new information concerning site conditions that becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect ALPHA’s performance of the Services. CLIENT shall, upon 24 hours oral or written notice, provide a representative at the job site to supervise and coordinate the Services.

Additional responsibilities of the CLIENT include: review of ALPHA’s work for overall coordination with the work of other consultants, including any architects and engineers; with reasonable promptness, but in no event later than 48 hours, provide all available information regarding requirements for ALPHA’s work; upon request by ALPHA, the CLIENT shall furnish the services of other reasonably required consultants, including surveys, testing laboratory, etc.; prepare and assemble specifications for the General Conditions and Supplementary Conditions and all architectural components of the project, and coordinate assembly of ALPHA’s specification sections into a proper format; notify ALPHA immediately if the Client, any architect, or any engineer becomes aware of any item or condition which in directly, or indirectly, may affect the performance of Alpha’s work and any fault or claimed deficiency with ALPHA’s work, or nonconformance with the Contract Documents and provide ALPHA a reasonable opportunity to cure any such deficiency or nonconformance; confer with ALPHA before issuing interpretations or clarifications of the documents prepared by ALPHA; forward to ALPHA for review and recommendation all construction phase submittals that pertain to ALPHA’s work; and advise ALPHA of the identity and scope of services of other consultants participating in the Project. Client shall be solely responsible for coordinating the services of its consultants with the services of ALPHA.

ALPHA shall not be liable for any incomplete or inaccurate information furnished by CLIENT or damages caused by CLIENT’s failure to strictly adhere to the recommendations of ALPHA contained in any Geotechnical Report, Addendum or other correspondence, and CLIENT shall defend (with counsel acceptable to ALPHA) indemnify and hold ALPHA harmless against any claims, demands or liability, including costs of defense and attorneys’ fees, arising out of, related to, or contributed to by such incomplete or inaccurate information or failure to follow the recommendations of ALPHA. CLIENT waives any claim it might have against ALPHA for damages arising out its failure to timely provide accurate information or its failure to timely provide new, changed, or additional information, as set forth in the preceding paragraph, and further agrees to indemnify and hold harmless ALPHA from any claim or liability resulting from CLIENT’s failure to timely provide such new, changed, or additional information.



Section 5: Project Change

In the event CLIENT, the Project owner, Architect, Structural/Civil Engineer or other party makes any changes in the initial information provided by the client, including, but not limited to the size and location of the planned improvements, or makes any changes or alterations to any plans and/or specifications provided to ALPHA, CLIENT agrees to defend and hold ALPHA harmless from any liability arising out of such changes, and CLIENT assumes full responsibility for any claims, damages or liabilities arising out of or related to such changes unless CLIENT has given ALPHA prior written notice of such changes and has received from ALPHA written consent for such changes.

Section 6: Confidentiality

All data, forms, software, or any other materials developed by ALPHA pursuant to the performance of Services under this Agreement, or supplied to or obtained by ALPHA from CLIENT, or generated by ALPHA or its subcontractors is confidential (the "Confidential Material") and will be afforded Confidential Treatment by ALPHA, its employees, agents, affiliates, and subcontractors. Proprietary concepts and systems of ALPHA, and ideas developed by ALPHA during the performance of the Services shall remain the sole property of ALPHA ("Alpha Intellectual Property"). Confidential Treatment includes the following: (i) The Confidential Material will be available only to employees of ALPHA; and (ii) Confidential Material will not be disclosed to any third party without the prior authorization of CLIENT. Upon completion of the Services or other termination of this Agreement, any Confidential Material retained by ALPHA not previously provided to third parties pursuant to Client authorization shall be retained by ALPHA for a period of at least 60 days, during which time period, such Confidential Material will be returned to CLIENT upon request by CLIENT. After this time period, ALPHA shall have the right, but not the obligation, to destroy such Confidential Material, thus terminating its confidentiality obligations. If Confidential Material is retained by ALPHA past such time period, the obligations stated in this Section 5 shall survive until the earliest of the following occur: (i) Confidential Material has become available to the general public through no fault of ALPHA; or (ii) Confidential Material is received by ALPHA from others who are in lawful possession of such and who by such disclosure are not breaching any obligation to CLIENT.

Section 7: Sample Disposal

Samples of soil, rock, water, waste or other materials contaminated by hazardous substances, including asbestos, obtained from the Project site are and remain the property of the CLIENT. ALPHA shall retain such samples for no longer than fourteen (14) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. It is CLIENT's responsibility to select and arrange for lawful disposal procedures that encompass removing the contaminated samples from ALPHA's custody and transporting them to a suitable disposal site. Accordingly, unless CLIENT indicates otherwise, within the fourteen (14) day period referenced above, CLIENT hereby instructs ALPHA to make arrangements on behalf of CLIENT and at CLIENT's sole cost and expense, for proper transportation and disposal of contaminated samples with appropriate licensed parties. Due to the risks to which ALPHA may be exposed during transportation and disposal of contaminated samples, CLIENT waives any claim against ALPHA, and shall defend, indemnify, and hold ALPHA harmless from any claim or liability for injury or loss, including costs of defense and attorneys' fees, arising out of or related to from ALPHA's service in arranging for proper transportation and disposal of contaminated samples on behalf of CLIENT. There are extra costs involved in this disposal by ALPHA of samples contaminated with highly toxic and/or hazardous substances (i.e. PCBs, Dioxins, Cyanide, Pesticides, etc.). In this case, the CLIENT shall pre-pay all transportation and disposal costs or ALPHA will return the samples to the project site for proper disposal by the Client.

Section 8: Construction Observations

ALPHA shall have no authority, duty or responsibility to reject or terminate the work of any agent or contractor of CLIENT. No action, statements, or communications of ALPHA, or ALPHA's site representative, may be construed as modifying any agreement between CLIENT and others. ALPHA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by CLIENT to provide construction related services. Neither the professional activities of ALPHA, nor the presence of ALPHA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon ALPHA any responsibility for methods or quality of work performance, sequencing of construction, or safety conditions at the Project site. In that regard, CLIENT acknowledges that ALPHA shall not be responsible for the means, methods, techniques or sequences of construction as these are the sole responsibility of the contractor. CLIENT further acknowledges that CLIENT or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in the Project owner's agreement with the general contractor. CLIENT shall make ALPHA an additional insured under any general contractor's general liability insurance policy.

Section 9: Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by ALPHA in connection with this engagement, shall remain the property of ALPHA. CLIENT agrees that all reports and other material(s) furnished by ALPHA to CLIENT, or to CLIENT's agents, for which CLIENT has not paid will be returned to ALPHA upon demand and will not be used by CLIENT or others for any purpose whatsoever. Unless otherwise required by law, ALPHA will retain all pertinent records relating to the Services performed for a period not exceeding five years following submission of any report, as referred to herein, during which period the records will be made available to CLIENT at a reasonable and mutually convenient time. After such five year period, ALPHA shall have the right, but not the obligation, to, in its sole discretion, destroy any or all of such documents.

Section 10: Termination

This Agreement may be terminated by ALPHA without cause upon ten (10) days' written notice by the terminating party. This Agreement may also be terminated for cause by the non-defaulting party if, after seven (7) days after written notice of a default in the performance of any material provision of this Agreement, the defaulting party fails to cure or correct such default. In the event of termination, ALPHA will be paid for services performed through the effective date of termination, plus reasonable termination expenses, including the cost of completing analysis, records, and reports necessary to document job status at the time of termination.



Section 11: RISK ALLOCATION AND LIMITATION OF LIABILITY

The parties acknowledge that a variety of risks potentially affect ALPHA by virtue of entering into an agreement to perform the Services. The parties further acknowledge and agree that there is no disparity in bargaining power between the parties. **IN ORDER FOR CLIENT TO OBTAIN THE BENEFIT OF A LOWER FEE THAN WOULD OTHERWISE BE AVAILABLE, CLIENT AGREES TO LIMIT ALPHA'S LIABILITY TO CLIENT, AND TO ANY AND ALL OTHER THIRD PARTIES, FOR CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES PERFORMED OR TO BE PERFORMED BY ALPHA. ACCORDINGLY, THE CLIENT AGREES THAT THE TOTAL AGGREGATE LIABILITY OF ALPHA SHALL NOT EXCEED THE TOTAL FEE FOR THE SERVICES RENDERED ON THE PROJECT, OR \$25,000, WHICHEVER IS LOWER, FOR ANY LIABILITIES, INCLUDING BUT NOT LIMITED TO NEGLIGENT PROFESSIONAL ACTS OR ERRORS OR OMISSIONS, AND CLIENT AGREES TO INDEMNIFY ALPHA FOR ALL LIABILITIES IN EXCESS OF THE MONETARY LIMITS ESTABLISHED.** Client agrees that in no instance shall ALPHA be responsible, in total or in part, for the errors or omissions of any other professional, contractor, subcontractor or any other third party. Client also agrees that ALPHA shall not be responsible for the means, methods, procedures, performance, quality or safety of the construction contractors or subcontractors, or for their errors or omissions.

Section 12: Discovery of Unanticipated Hazardous Materials

CLIENT represents and warrants that it has made reasonable efforts to discover and has informed ALPHA of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site even if there is no reason to believe they are present. ALPHA and CLIENT agree that the discovery of such unanticipated hazardous materials constitutes a changed condition that shall require either a re-negotiation of the scope of ALPHA's Services or termination of this Agreement without cause. CLIENT recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and shall compensate ALPHA for measures that, in ALPHA's sole professional discretion, are necessary and justified to preserve and protect the health and safety of site personnel and the public. CLIENT also shall compensate ALPHA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. ALPHA shall notify CLIENT as soon as practicable should unexpected hazardous materials be encountered at the site that pose a threat to human health, safety and the environment, CLIENT agrees that, in the event of the discovery of hazardous materials at the site, it shall report such discovery to the proper authorities as required by Federal, State, and local regulations. CLIENT agrees to make the required report at the recommendation of ALPHA, or, if unable to do so, authorizes ALPHA to make such report. CLIENT shall also inform the Project site owner in the event that hazardous materials are encountered at the site.

Notwithstanding any other provision of this Agreement, CLIENT waives any claim against ALPHA, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold ALPHA harmless from any claim, liability and/or defense costs for damage, injury or loss arising from or in any way related to the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. CLIENT is responsible for ultimate disposal of any samples secured by ALPHA that are found to be contaminated, at CLIENT's sole cost and expense.

Section 13: Ground Water Contamination

CLIENT acknowledges that it is impossible for ALPHA to discover, ascertain or know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although ALPHA will take reasonable precautions to avoid such an occurrence, CLIENT waives any claim against ALPHA for, and shall defend, indemnify and hold ALPHA harmless from, any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, testing or monitoring well installation. CLIENT shall also adequately compensate ALPHA for any time spent and expenses incurred in defense of any such claim.

Section 14: Insurance

No insurance carried by ALPHA shall be deemed to limit in any way the responsibility of any contractor or subcontractor for damages resulting from their services in connection with the Project. CLIENT shall include, or cause to be included, in the Project's construction contract such requirements for insurance coverage and performance bonds to be secured and maintained by the Project contractor as CLIENT deems adequate to insure and indemnify CLIENT and ALPHA against claims for damages, and to insure compliance of work performance and materials with Project requirements.

Section 15: Indemnity

ALPHA AND THE CLIENT SHALL EACH INDEMNIFY AND HOLD THE OTHER HARMLESS FROM AND AGAINST ANY CLAIMS FOR BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY RESULTING FROM: (A) NEGLIGENT ERROR, OMISSION OR ACT OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE WORK HEREUNDER; OR (B) NEGLIGENT FAILURE OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS TO COMPLY WITH LAWS OR REGULATIONS; OR (C) NEGLIGENT FAILURE OF THE INDEMNITOR TO PERFORM UNDER ANY CONTRACT WITH ANY OTHER PARTY, ITS, OFFICERS, SERVANTS, EMPLOYEES, SUBCONSULTANTS OR CLIENTS. THIS INDEMNITY OBLIGATION SHALL SURVIVE PERFORMANCE OF THE SERVICES HEREUNDER AND SHALL BE LIMITED BY THE TERMS AND CONDITIONS REFERENCED IN SECTION 11, ABOVE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALPHA WILL NOT INDEMNIFY CLIENT FOR ITS OWN NEGLIGENCE.

Section 16: Invoices and Payment Terms

In consideration for the performance of the Services, ALPHA shall be paid an amount and according to terms set forth in the Proposal ("Project Cost"); however, if payment terms are not listed in the Proposal, payment for Services shall be payable within thirty (30) days of ALPHA's invoice date (the "Payment Due Date"). All payments must be paid by the Payment Due Date and shall not be contingent upon CLIENT's receipt of separate payment, financing or closing on the project property, or other conditions whatsoever. If CLIENT objects to any portion of an invoice, it shall notify ALPHA in



writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice. Past due invoices and any sums improperly withheld by CLIENT shall accrue interest thereon at the rate of one percent (1%) per month, or the maximum rate allowed by law, whichever is lower. CLIENT agrees to pay all costs and expenses, including reasonable attorney's fees and costs, incurred by ALPHA should collection proceedings be necessary to collect on Client's overdue account. Unless the Proposal specifies the Project Cost as not-to-exceed or lump sum, CLIENT acknowledges that any cost estimates and schedules provided by ALPHA may be subject to change based upon the actual Site conditions encountered, weather delays and impact and any other requirements of the CLIENT and should be used by CLIENT for planning purposes only. ALPHA will endeavor to perform the Services within the estimates but will notify CLIENT if estimates are likely to be exceeded. In the event of changed site conditions or other conditions requiring additional time, CLIENT agrees to pay the reasonable and necessary increases resulting from such additional time.

Unless otherwise specified in the Proposal, CLIENT will be solely responsible for all applicable federal, state or local duty, import, sales, use, business, occupation, gross receipts or similar tax on the Services, and for any applicable duty, import sales, uses, business, occupation, gross receipts or tax and shipping charges relating to equipment and repair parts furnished in connection with the Services. In the event ALPHA is required to respond to any subpoena or provide testimony (as a fact or expert witness) related to the Services, CLIENT shall pay ALPHA for time and expenses in accordance with ALPHA's then current fee schedule.

Section 17: Non-Solicitation

During ALPHA's performance on the Project and for a period of one (1) year after the Project is completed or otherwise terminated for any reason, CLIENT shall not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type: (i) solicit, assist or in any way encourage any current employee, contractor or consultant of ALPHA to terminate his or her employment relationship or consulting relationship with or for ALPHA, nor will CLIENT solicit the services of any former employee or consultant of ALPHA whose service has been terminated for less than six (6) months, or (ii) solicit to the detriment of ALPHA and/or for the benefit of any competitor of ALPHA, take away or attempt to take away, in whole or in part, any customer of ALPHA or otherwise interfere with the ALPHA's relationship with any of its customers. CLIENT understands and acknowledges that ALPHA's employees, contractors and consultants are a valuable resource to ALPHA, and often these persons hold confidential and or trade secret information of ALPHA's, including proprietary technology and valuable trade secrets of ALPHA, which are vital to the business of ALPHA and whose value depends upon them not being generally known. CLIENT expressly agrees that, if ALPHA's employees, contractors, and consultants are solicited in contravention of this Non-Solicitation provision, that ALPHA will be irreparably damaged. In such event, ALPHA shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any breach(es) of this Agreement, including injunctive relief, in addition to any other remedies available at law or in equity.

Section 18: Resolution of Disputes

(a) Mediation. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, CLIENT and ALPHA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by CLIENT and ALPHA within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

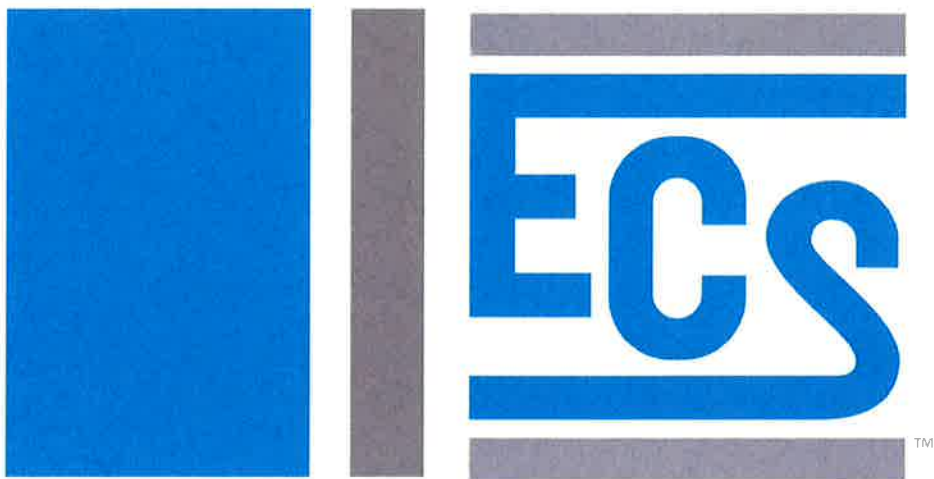
(b) Arbitration. Any claim dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect of the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party of this Agreement, and filed with the person or entity administering the arbitration. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event, shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question. The forgoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator(s) shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

(c) Consolidation or Joinder. Either party, as its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The CLIENT and ALPHA grant to any person or entity made a party to an arbitration conducted under this Section 18(c), whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

The provisions of this Section 18 shall survive the termination of this Agreement.

Section 19: Governing Law and Survival

The validity of this Agreement, these terms, their interpretation and performance shall be governed by and construed and enforced in accordance with the laws of the State of Texas without regard to its conflict of laws rules or similar principles which would refer to and apply the substantive laws of another jurisdiction, and applicable international conventions and treaties. The parties hereto hereby consent and agree that venue of any arbitration action shall lie exclusively in Dallas County, Texas, and the parties hereby consent to the exclusive jurisdiction of the state courts located in Dallas County, Texas to hear and determine any claims, disputes, or award between the parties arising out of such arbitration, or for any matter found to not arise under the parties' arbitration agreement. The parties hereto expressly submit and consent in advance to such jurisdiction and hereby waive any objection to such jurisdiction. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.



ECS Southwest, LLP

Proposal for Phase I Environmental Site Assessment

Little Elm ISD Elementary School - Lakewood Village
Southwest Corner (SWC) of Lakecrest Drive and Highridge Drive, Lakewood Village, Texas 75068

For: Little Elm ISD
PO Box 6000, 400 Lobo Lane, Little Elm, Texas 75068

ECS Proposal Number 51:5053

May 17, 2023





May 17, 2023

Mr. Rick Martin
Little Elm ISD
PO Box 6000
400 Lobo Lane
Little Elm, Texas 75068

ECS Proposal No. 51:5053

Reference: Proposal for Phase I Environmental Site Assessment, Little Elm ISD Elementary School - Lakewood Village, SWC of Lakecrest Drive and Highridge Drive, Lakewood Village, Denton County, Texas 75068

Dear Mr. Martin:

ECS Southwest, LLP (ECS) is pleased to provide Little Elm ISD with this proposal for performing a Phase I Environmental Site Assessment (ESA) for the Little Elm ISD Elementary School - Lakewood Village. Our proposal contains a summary of relevant information as we understand it, a project schedule, and the estimated fees for completion of the proposed services.

We understand the property is located at the SWC of Lakecrest Drive and Highridge Drive in Lakewood Village, Denton County, Texas 75068. Based on the information available, a property description is noted within the attached proposal along with a description of our scope of services.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments concerning this proposal, or would like adjustments to our proposed scope of services or schedule, please do not hesitate to contact us.

ECS Southwest, LLP

Jared Hovland
Environmental Staff Project Manager
jhovland@ecslimited.com
972-392-3222

Robert J. Gardere
Director of Environmental Services
rgardere@ecslimited.com
972-392-3222

PROJECT INFORMATION AND SCOPE OF SERVICES

Project Description

We understand the subject property is located at the SWC of Lakecrest Drive and Highridge Drive in the Town of Lakewood Village, Denton County, Texas 75068. According to the Denton County Online GIS website, the subject property is identified as Parcel Identification Numbers (PINs) 969212 and 969213, consists of approximately 14.95 acres, and is owned by BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT. Based on the available information, the subject property is currently undeveloped, wooded land. A survey depicting the location of the subject property is attached.

Scope of Services

Based on our understanding of the subject property and plans for future activities, ECS has prepared the following Scope of Services.

Phase I Environmental Site Assessment

The Phase I Environmental Site Assessment (ESA) will be prepared in general accordance with ASTM Standard E1527-21, Standard Practice for Phase I Environmental Site Assessments. We note that there may be some instances that require an adjustment to the quoted price for this Phase I ESA if supplemental investigation, additional lender requirements or other services, beyond the scope outlined in this proposal, are requested. We would notify you in advance if these additional services would result in increased fees.

To expedite the preparation of the Phase I ESA, please provide ECS with the following:

1. Copies of updated site plans/plots which you may have available;
2. A point of contact for site access;
3. A current chain-of-ownership for the subject property (preferably dating back to 1940 or earlier);
4. The name and telephone number of the current owner so that ECS may conduct an interview; and,
5. The completed User Questionnaire which is attached.

In accordance with the ASTM protocol, it is the obligation of the "User" (i.e., the party relying on the report) to report to the environmental professional (i.e., ECS) any environmental liens encumbering the property or any specialized knowledge or experience of the User that would provide information about previous ownership or uses of the property that may be material to identifying recognized environmental conditions. Based on this, ECS requests any previous environmental information related to the property.

We have attached the User Questionnaire to assist the User and the environmental professional (ECS) in gathering information from the User that may be material to identifying recognized environmental conditions with respect to the site. The User of a Phase I ESA report is the party or entity to whom the report is addressed, and who will utilize the report in considering

environmental conditions on the subject property. The purpose of the User Questionnaire is to provide you, the User, with an opportunity to disclose any environmentally pertinent information that you may have regarding conditions or prior occupants of the property. All answers should be provided only to the best of your current knowledge; completion of the User Questionnaire should not require additional research by the User or inquiry to the current property owner. ECS will attempt to conduct separate interviews with the current property owner, provided that a point of contact for the owner is provided and they are responsive. As the User of the report, please complete the attached User Questionnaire and return it with the signed proposal. We request the User Questionnaire be completed and returned to ECS at the same time this proposal is authorized in order to avoid delay to delivering the final report. This User Questionnaire will be included in the Phase I ESA Report and will assist in satisfying the "User's Responsibilities" portion of the ASTM Standard.

In addition, the ASTM standard also requires a search for the existence of environmental liens and activity and use limitations (AULs) in accordance with 40 CFR Part 312. If this information is not readily available, ECS can contract with a third party provider to conduct this search for an additional fee. It should be noted that failure to obtain this information may preclude your ability to qualify for certain liability protections under CERCLA. Please indicate on the attached authorization page if you would prefer ECS to obtain this information on your behalf for an additional fee of \$500 per parcel. (The ASTM E1527-21 standard allows the user to utilize title commitment reports, title insurance, chain of title, or other equivalent title research in lieu of a specific Lien and AUL search. If such documents are available, please transmit them to ECS prior to the completion of the Phase I ESA report.)

ECS will prepare one Phase I ESA Report for the subject property. A copy of the report will be forwarded electronically upon completion of the project.

Out of Scope Items

If, during the performance of our scope of services, additional environmental issues are identified that are beyond the Scope of Services outlined within this proposal, ECS may contact Little Elm ISD to discuss the relevance and significance of the finding in order to determine if the finding merits additional assessment, inclusion in our final report, or a modification to our Scope of Services and fee.

Safety

ECS personnel are responsible for their own personal safety. While on site, if ECS personnel deem a condition unsafe and the performance of our scope of services cannot be completed, you will be notified of the unsafe condition. ECS personnel will not proceed further with the scope of services in that area until the unsafe condition is corrected. Access delays associated with safety concerns may result in additional fees.

PROJECT FEES AND SCHEDULE

Project Fees

ECS will provide the proposed scope of services for the lump sum fee of **\$1,950**, with the exception of additional services selected by the client. Our fee is based on the chain of title, third party AUL search and property owner/contact information being provided by you or your agents.

Meetings

Meetings requested by Little Elm ISD beyond the Scope of Services outlined above will be invoiced on a time and materials basis. Meetings after typical office hours (Monday through Friday 8 am to 5 pm) will be invoiced at 1.5 times the normal rate.

Project Schedule

We anticipate that the Phase I ESA can be completed within **10 business days** from authorization to proceed provided that site access is granted promptly. We will proceed with the accepted services upon receipt of written authorization. If this schedule does not meet your needs, please contact ECS to discuss an expedited deadline.

If areas of the property cannot be observed due to inaccessibility or unsafe conditions beyond the control of ECS, ECS will wait until such time either that the area is accessible or the unsafe conditions are corrected. If ECS must make additional visits to the site, a change order will be provided for our additional fees.

If other items are required because of unexpected field conditions encountered in our fieldwork, or because of a request for additional services, they would be invoiced as an agreed-to lump sum fee or in accordance with the ECS Fee Schedule (available upon request) in effect at the time of the service. Before expanding our scope of service that increased our fee, you would be informed of our intentions for both your review and authorization.

LIMITATIONS AND ASSUMPTIONS

Conclusions and recommendations pertaining to environmental conditions at the subject site are limited to the conditions observed and the materials sampled at the time this study will be undertaken. The assessment is not intended to represent an exhaustive research of every potential hazard or condition that may exist, nor does it claim to represent conditions or events that arise after the assessment.

We have made the following assumptions in developing this proposal:

- Prices presented herein are valid for 60 days from the date of this proposal.
- One color electronic version (PDF format) of the report will be provided upon completion of the project. If requested, hard copies may be provided for a nominal fee.

- If client-provided information is submitted to ECS after our ESA report has been issued, additional labor fees may be invoiced to review the data, to edit our report, and to reissue our report. Please provide any available due diligence information at the beginning of the project.
- Please note that ASTM standard indicates that regulatory agency files available for the subject site or adjoining properties should be reviewed and failure to do so may result in data gaps in our report. The lump sum fee offered for the Phase I ESA does not include expanded reviews of regulatory files for the subject site and/or adjacent properties which are not available electronically, or if the file information may not be reasonably ascertainable within the project schedule. If the site and/or adjacent properties are identified on federal or state regulatory lists, and if a file review is warranted, ECS will contact you. An additional fee may be necessary depending on the location and volume of information pertaining to these regulatory files.
- If requested, ECS can provide reliance letters for our reports for an additional fee of \$500 per named relying entity. Future reliance offered by ECS would be bound to ECS's standard Terms & Conditions of Service. (Note: Additional fees may apply for client-requested reliance language that needs to be reviewed and approved by ECS legal counsel. Client-supplied reliance language beyond the ECS standard reliance letter may not be approved by ECS's legal counsel.)

PROPOSAL ACCEPTANCE

Please complete the Proposal Acceptance page and return one copy to ECS to indicate acceptance of this proposal and to initiate services on the referenced project. The Client's signature indicates that he/she has the authority to bind the Client, that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.



PROPOSAL ACCEPTANCE

Service	Initial
Phase I Environmental Site Assessment (\$1,950)	
• 10 Business Day Turnaround	
Optional Environmental Lien and AUL Search (\$500 per parcel)	

PROPOSAL INFORMATION

ECS Proposal Number	51:5053
Location	SWC of Lakecrest Drive and Highridge Drive, Lakewood Village, Texas 75068

CLIENT INFORMATION

Signature - Authorized Representative for Entity Responsible for Payment	
Print or Type Name of Client and Company	
Date of Execution	
Proposal Addressee - Name	Rick Martin
Proposal Addressee - Company	Little Elm ISD

INVOICE INFORMATION

Please Print or Type Below if Invoice Addressee Different Than Proposal Addressee or Special Invoicing Instructions

- Invoice Addressee - Name
- Invoice Addressee - Company
- Invoice Addressee - Street Address 1
- Invoice Addressee - Street Address 2
- Invoice Addressee - City, State, Zip Code
- Invoice Addressee - Email
- Invoice Addressee - Phone Number
- Purchase Order Number
- Client Project/Account Number



Pay Application Required



TERMS AND CONDITIONS

Attached to this proposal and an integral part of our proposal, are our "Terms and Conditions of Service". These terms and conditions represent the current recommendations of the Geoprofessional Business Association (GBA), the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers.

Our insurance carrier requires that we have a signed contract prior to the release of any information. This letter is the agreement for our services. Your acceptance of this proposal should be indicated by signing and returning the enclosed Proposal Acceptance form to us.

Terms and Conditions of Service

The professional services (the "Services") to be provided by ECS Southwest, LLP ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Little Elm ISD (Client).

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the

Terms and Conditions of Service

"Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT and CLIENT'S Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT agrees to allocate certain risks associated with the Project by limiting ECS' total liability to CLIENT arising from ECS' professional liability, i.e. professional acts, errors, or omissions and for any and all causes including negligence, strict liability, breach of contract, or breach of warranty, injuries, damages, claims, losses, expenses, or claim expenses (including reasonable attorney's fees) relating to professional services provided under this agreement to the fullest extent permitted by law. The allocation is as follows.

18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or

Terms and Conditions of Service

settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 **THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and

every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 **TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 **ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 **SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 **SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms.

30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.

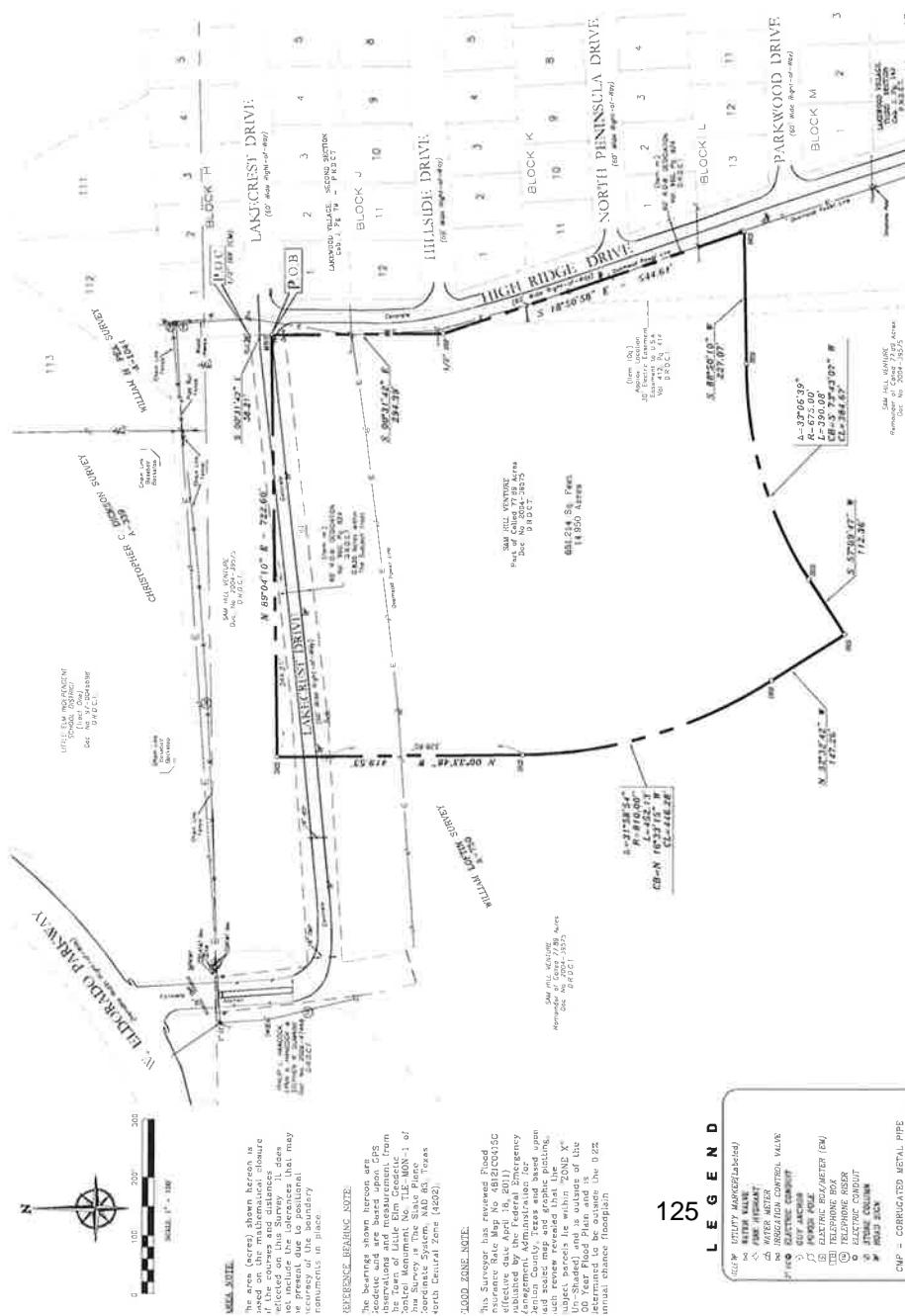
30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

Ver, 06/14/13

Appendix I: Client Provided Exhibit



LEGAL DESCRIPTION

SITUATED IN THE CITY OF LAKEWOOD VILLAGE, in the William Lohm Survey, Block No. 700 of Denton County, Texas and being a portion of that certain called 77.88 acre tract of land described in a Warranty Deed from First American Title Insurance Company, Inc. to Sam Hill Venture, dated March 5, 2004 and recorded in Volume 384-2895 Denton County, Texas (DB-C17) and said parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the northeastern corner of the above described 77.88 acre Sam Hill Venture tract, set back point being on the north right-of-way line of Lakcrest Drive 4.00 wide public right-of-way as depicted by Volume 860, Page 824, DB-C17, and the point bearing, recorded to Charles T. Hage 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 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2815, 2816, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2824, 2825, 2826, 2827, 2828, 28

Appendix II: User Questionnaire



Environmental Questionnaire for User

Completion required for conformance with ASTM E 1527-21. Failure to provide this information may preclude CERCLA liability protections for the property purchaser. Please return answered form to ECS.

Site Name: _____

Name and Title of Person Completing Questionnaire (Please Print):

Signature of Person Completing Questionnaire:

Date: _____

Name of Your Company and Your Contact Number (Please Print):

ASTM E 1527-21 indicates that, "Either the user shall make known to the environmental professional the reason why the user wants to have the Phase I Environmental Site Assessment performed or, if the user does not identify the purpose of the Phase I Environmental Site Assessment, the environmental professional shall assume the purpose is to qualify for an LLP to CERCLA liability and state this in the report." As the user of this ESA, what is the reason for conducting the Phase I ESA? If this question is unanswered, ECS will assume that the user's reason for the ESA is to qualify for landowner liability protections to CERCLA liability.

Please state reason for having ESA performed: _____

Will you provide Property Title Records and a Legal Description to ECS?

Please select one: NO YES

Will you provide a 50-year chain of title abstract to ECS?

Please select one: NO YES

Please Send Information Promptly

(1a.) Environmental liens that are filed or recorded against the site (40 CFR 312.25). ASTM E 1527-21 states that the user should perform a review of recorded land title records and judicial records for environmental liens or activity and use limitations for the site. Please forward the results of the land title record and judicial record review. If you would prefer, ECS can obtain this information from a third party provider for an additional fee. Please let ECS know if you would like to contract ECS for this service.

Please select one: Client to Provide ECS to Provide for Additional Fee

ENVIRONMENTAL QUESTIONNAIRE

(1b.) **Activity and use limitations that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26).** Are you aware of any activity and use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?

Please select one: NO YES
If yes, please explain: _____

(2.) **Specialized knowledge** - As the user of this ESA do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

Please select one: NO YES
If yes, please explain: _____

(3.) **Commonly known or reasonably ascertainable information about the property (40 CFR 312.30).** Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example:

(a.) Do you know the past uses of the property?

Please select one: NO YES
If yes, please state uses: _____

(b.) Do you know of specific chemicals that are present or once were present at the property?

Please select one: NO YES
If yes, please explain: _____

(c.) Do you know of spills or other chemical releases that have taken place at the property?

Please select one: NO YES
If yes, please explain: _____

ENVIRONMENTAL QUESTIONNAIRE

(d.) Do you know of any environmental cleanups that have taken place at the property?

Please select one: NO YES

If yes, please explain: _____

(4.) Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 CFR 312.29). Does the purchase price being paid for this property reasonably reflect the fair market value of the property?

Please select one: NO YES

If no, please explain: _____

If you are aware that there is a difference, is the lower purchase price because contamination is known or believed to be present at the property?

Please select one: NO YES

If yes, please explain: _____

(5.) Parcel Property Owner(s) & Contact Number(s):

- A. _____
- B. _____
- C. _____
- D. _____

Property Manager and Occupant(s) & Contact Number(s)

Property Manager: _____

Occupant/Tenant: _____

Occupant/Tenant: _____

(6.) The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31). As the user of this ESA, based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Please select one: NO YES

If yes, please explain: _____

