

# 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 January 22, 2024, beginning at 6:00 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. 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
3. Pledge of Allegiance
4. Invocation
5. Introduction and Roll Call
6. Superintendent Spotlight
  - A. Board of Trustees Recognition  
Presenter: Michael Lamb
  - B. LEaders of the Pack Staff Recognition  
Presenter: Asheley Brown
  - C. Students of the Month  
Presenter: Donnie Bartlett
7. Reports of the Superintendent
  - A. Proclamation 2024 Information 4  
Presenter: Dr. Penny Tramel
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
9. Approval of Minutes
  - A. Consider Regular Board Meeting Minutes - December 18, 2023 6  
Presenter: Sonia S. Flores
10. Action Items
  - A. Consider approval of Naming Elementary School #7 10  
Presenter: Michael Lamb
  - B. Consider approval of Naming Elementary School #8 11  
Presenter: Michael Lamb

C. Consider approval of Cabinet - Level Administrative Contracts and Agreements	12
Presenter: Asheley Brown	
D. Consider approval of 2024-2025 Little Elm ISD Calendar	13
Presenter: Dr. Penny Tramel	
E. Consider approval of 2024-2025 New Course	14
Presenter: Dr. Penny Tramel	
11. Consent Agenda	
A. Consider approval of Resolution Ordering Trustee Election - 5/04/2024	16
Presenter: Sonia S. Flores	
B. Consider approval of Financial Reports - November 2023	19
Presenter: Jesse Wyse	
C. Consider approval of Revised Phase 1 Scope of Work for High School Additions & Renovations	33
Presenter: Mickey James	
D. Consider approval of Geotechnical Exploration for LEHS Addition Phase 1	36
Presenter: Mickey James	
12. Board President Comments	
Presenter: Jason Olson	
13. Board Comments	
14. Superintendent Comments	
15. 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,

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  
400 Lobo Lane  
Little Elm, Texas 75068

---

	<b>Reports of the Superintendent</b>	<b>Action Item</b>	<b>Consent Agenda</b>	<b>Reports, Routine Monthly</b>	<b>Other</b>
Board Mtg. Date <b>1-22-2024</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Subject:** PROCLAMATION 2024 INFORMATION

**Presenter or Contact Person:** Dr. Penny Tramel, Assistant Superintendent for Curriculum and Learning

**Policy/Code:** N/A

**Strategic Plan Goals:** We will provide a guaranteed and viable curriculum that ensures all students have equal learning opportunities.

**Summary:** The State Board of Education (SBOE) issued Proclamation 2024 at its April 2022 meeting to call for science, grades K-12; technology applications, grades K-8; Personal Financial Literacy and Economics; and several CTE courses. The Proclamation was amended by the SBOE in September of 2022 and September of 2023.

**Financial Implications:** Instructional Materials Allotment Funds will be used when the purchasing phase of Proclamation 2024 is reached.

**Attachments:** N/A

**Recommendation:** It is recommended the Board receive information regarding Proclamation 2024.

**Motion:** No Board action at this time.



---

---

# Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

---

---

	<b>Reports of the Superintendent</b>	<b>Action Item</b>	<b>Consent Agenda</b>	<b>Reports, Routine Monthly</b>	<b>Other</b>
<b>Board Mtg. Date</b> 1-22-2024	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Subject:</b>	<b>REGULAR BOARD MEETING MINUTES - 12/18/2023.</b>				
<b>Presenter or Contact Person:</b>	Sonia S. Flores				
<b>Policy/Code:</b>	N/A				
<b>Strategic Plan Goal:</b>	N/A				
<b>Summary:</b>	Board Meeting Minutes for December 18, 2023.				
<b>Financial Implications:</b>	There is no financial impact to the budget.				
<b>Attachments:</b>	Meeting Minutes				
<b>Recommendation:</b>	<b>The Administration recommends the approval of the Regular Board Meeting Minutes for December 18, 2023.</b>				
<b>Motion:</b>	<b>I move that the Board approve the attached Regular Board Meeting Minutes for December 18, 2023.</b>				

# 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 December 18, 2023, beginning at 6:00 PM in the Little Elm ISD Administration Building.

PRESENT: Vice President Mary Watkins, Secretary DeLeon English, Trustee Ken Beber, Trustee David Montemayor, Trustee Jeff Burton, Trustee Alejandro Flores, and Superintendent Michael Lamb.

ABSENT: President Jason Olson.

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 551.071, 551.129, 551.072 & 551.074. The Board and Superintendent discussed:
  - A. Personnel
  - B. Land
  - C. Consultation with attorney regarding pending or contemplated litigation concerning the Strike Middle School Project and potential claims against the Construction Manager at Risk, Cadence McShane Construction Company, LLCThe 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  
Pastor James Hutchins from New Life Community Church offered the invocation.
5. Introduction and Roll Call  
Ms. Sonia S. Flores took roll call.
6. Superintendent Spotlight
  - A. LEaders of the Pack Staff Recognition  
Ms. Asheley Brown presented this award to Coach James Coleman and Ms. Avan Khoshnow for this month.
  - B. LEISD Education Foundation and the District for the Innovative Teacher Grants Award Program  
Ms. Cecelia Jones spoke about this program and presented to the Board a few members of the LEISD Education Foundation.

C. 633 Run and Jerry R. Walker Memorial Scholarship  
Ms. Cecelia Jones presented a check to the LEISD Education Foundation for \$17,000.  
This money came from the 633 Run.

7. Reports of the Superintendent

A. 3rd Quarter Demographic Report

Mr. Alfred Gaches briefed the Board on the following:

- Annual Enrollment Change
- Local Economic Conditions
- DFW New Home Starts & Closings
- DFW New Home Ranking Report
- District New Home Starts and Closings
- District Housing Overview by Elementary Zone
- District Housing Overview
- District Multi-Family Overview
- Residential Activity
- Ten Year Forecast by Grade Level
- Ten Year Forecast by Campus
- Key Takeaways

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

There was no citizen input.

9. Approval of Minutes

A. Consider Regular Board Meeting Minutes - November 27, 2023

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

Trustee Ken Beber made the first motion to approve this item as submitted. Trustee DeLeon English seconded the motion. The motion passed (5-1). Trustee Alejandro Flores abstained from voting.

10. Action Items

A. Consider approval of 2024-2025 New Courses

Secretary DeLeon English made the first motion to table this item. Trustee David Montemayor seconded the motion. The motion passed (6-0).

B. Consider approval of Access Control & Security Upgrades

Mr. Mickey James shared this item with the Board. This is to request approval to install access controls on and in every campus in the District.

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

11. Consent Agenda

A. Consider approval of Reclassification of Special Populations Instructional Assistant Position

B. Consider approval of Maximum Class Size Exemptions - Class Size Waivers

C. Consider approval of the Financial Reports - October 2023

D. Consider approval of the Little Elm ISD Interlocal Summary Report

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

F. Consider approval of the Revised 10' Wide Coserv Electric Easement

G. Consider approval of the Revised 25' Wide Utility and Drainage Easement & Revised 40' Wide Temporary Grading Easement

Secretary DeLeon English made the first motion to approve the consent agenda as submitted. Trustee Jeff Burton seconded the motion. The motion passed (6-0).



## 12. Board President Comments

Mr. Jason Olson was not present.

## 13. Board Comments

Vice President Mary Watkins mentioned that her and Trustee Jeff Burton have been visiting campuses and have witnessed pretty wonderful things. Ms. Watkins wished the LEISD staff Happy Holidays and a happy birthday to Alejandro Flores and David Montemayor.

Trustee Ken Beber thanked those present for staying late. Mr. Beber also mentioned that he has heard positive feedback on the block schedule at LEHS. He also mentioned that he would like to see alternative vendors on books at campuses.

Trustee David Montemayor wished staff Merry Christmas and Happy New Year. Enjoy the Holidays.

Secretary DeLeon English wished staff Merry Christmas and Happy New Year. Mr. English complemented the Education Foundation for a great project and also complemented Dr. Tramel for sitting at the curriculum committee. He also thanked Trustee Watkins for what she does for teachers.

Trustee Jeff Burton wishes staff Merry Christmas and Happy New Year. Mr. Burton also congratulated LEISD music students for their achievements. He mentioned he has been visiting campuses and principals have been very positive.

Trustee Alejandro Flores wished Ms. Mary Watkins a happy birthday and the staff a Merry Christmas and a Happy New Year.

## 14. Superintendent Comments

Mr. Michael Lamb mentioned the following:

- Great first semester
- Great people here at LEISD
- Thankful for the opportunity
- Gestures amazing with teachers
- Big Team Effort
- Merry Christmas and Happy New Year

## 15. Adjournment

Trustee Ken Beber made the first motion to adjourn the meeting. Secretary DeLeon English seconded the motion. The motion passed (6-0).

The meeting adjourned at 7:42 pm.

---

---

# Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

---

---

Board Mtg. Date 01/22/2024	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"/>
<b>Subject:</b>	NAMING ELEMENTARY SCHOOL #7				
<b>Presenter or Contact Person:</b>	Michael Lamb, Superintendent				
<b>Policy/Code:</b>	CW (LOCAL)				
<b>Strategic Plan Goal:</b>					
<b>Summary:</b>	The Board of Trustees has the authority to, and responsibility for, the naming of facilities. According to CW (LOCAL), the Board may name a facility for a person, in honor of a historic event of place, for a subdivision or geographic area, or for a major donor/sponsor.				
<b>Financial Implications:</b>	TBD				
<b>Attachments:</b>	N/A				
<b>Recommendation:</b>	The administration recommends approval of the naming of Elementary #7.				
<b>Motion:</b>	I move the Board names Elementary #7 as discussed.				

---

---

# Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

---

---

	<b>Reports of the Superintendent</b>	<b>Action Item</b>	<b>Consent Agenda</b>	<b>Reports, Routine Monthly</b>	<b>Other</b>
<b>Board Mtg. Date</b> 01/22/2024	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Subject:</b>	NAMING ELEMENTARY SCHOOL #8				
<b>Presenter or Contact Person:</b>	Michael Lamb, Superintendent				
<b>Policy/Code:</b>	CW (LOCAL)				
<b>Strategic Plan Goal:</b>					
<b>Summary:</b>	The Board of Trustees has the authority to, and responsibility for, the naming of facilities. According to CW (LOCAL), the Board may name a facility for a person, in honor of a historic event of place, for a subdivision or geographic area, or for a major donor/sponsor.				
<b>Financial Implications:</b>	TBD				
<b>Attachments:</b>	N/A				
<b>Recommendation:</b>	<b>The administration recommends approval of the naming of Elementary #8.</b>				
<b>Motion:</b>	<b>I move the Board names Elementary #8 as discussed.</b>				

---

# Board Agenda Item

Little Elm Independent School District

400 Lobo Lane

Little Elm, Texas 75068

---

Board Mtg. Date 01-22-2024	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"/>
<b>Subject:</b>	<b>CABINET - LEVEL ADMINISTRATIVE CONTRACTS AND AGREEMENTS</b>				
<b>Presenter or Contact Person:</b>	Asheley Brown, Executive Director for Human Resource Services				
<b>Policy/Code:</b>	DC (LEGAL), DC (LOCAL), DCE (LEGAL)				
<b>Strategic Plan Goal:</b>	We will recruit, recognize, and retain high quality and effective personnel to support student success at every level.				
<b>Summary:</b>	The superintendent annually makes contract recommendations for cabinet-level administrative positions to the Board of Trustees.				
<b>Financial Implications:</b>	Included in the annual budget				
<b>Attachments:</b>	Under separate cover				
<b>Recommendation:</b>	<b>The Administration recommends approval of cabinet-level administrative contracts and agreements as submitted.</b>				
<b>Motion:</b>	<b>I move the Board approve cabinet-level administrative contracts and agreements as submitted.</b>				

# Board Agenda Item

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

	Reports of the Superintendent	Business Item	Consent Agenda	Reports, Routine Monthly	Action Item
Board Mtg. Date <b>01-22-2024</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Subject:</b>	<b>2024-2025 LITTLE ELM ISD CALENDAR</b>				
<b>Presenter or Contact Person:</b>	Dr. Penny Tramel, Asst. Superintendent for Curriculum & Learning Services				
<b>Policy/Code:</b>	Board Policy EB(LEGAL), EB(LOCAL)				
<b>Summary:</b>	The District has completed the process for developing the academic calendar for the 2024-2025 school year. The District Education Improvement Council Committee, which serves as the LEISD Calendar Committee, voted to recommend the 2024-2025 calendar as presented to the Board of Trustees for approval.				
<b>Financial Implications:</b>	There is no financial impact to the budget.				
<b>Attachments:</b>	Under separate cover				
<b>Recommendation:</b>	<b>The Administration recommends the approval of the 2024-2025 LEISD Academic Calendar as presented.</b>				
<b>Motion:</b>	<b>I move the Board approve the 2024-2025 LEISD Academic Calendar as presented.</b>				

---

# 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
1-22-2024	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Subject:</b>	2024-2025 NEW COURSE				
<b>Presenter or Contact Person:</b>	Dr. Penny Tramel, Assistant Superintendent for Curriculum and Learning				
<b>Policy/Code:</b>	N/A				
<b>Strategic Plan Goals:</b>	We will provide a guaranteed and viable curriculum that ensures all students have equal learning opportunities.				
<b>Summary:</b>	<p>The District Education Improvement Council (DEIC) approved new courses listed at the December 14, 2023 DEIC meeting. The administration is requesting the following high school course be added for the 2024-2025 school year:</p> <ul style="list-style-type: none"><li>• <u>Practicum in Nursing</u> - Practicum in Nursing is designed to give students practical applications of previously studied knowledge and skills. Students who enroll in this course can expect to be working towards their Certified Nursing Assistant (CNA) industry certification. Practicum experiences (clinical rotations) can occur in a variety of locations appropriate to the nature and level of experience. Students should be prepared to achieve their CNA and travel to medical facilities for practical work application or job shadowing.</li></ul>				
<b>Financial Implications:</b>	N/A				
<b>Attachments:</b>	N/A				

**Recommendation:** I recommend the Board approve proposed new course offering for the 2024-2025 school year.

**Motion:** I move the Board approve proposed new course offering for the 2024-2025 school year.

---

---

# Board Agenda Item

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

---

Board Mtg. Date	Reports of the Superintendent	Business Item	Consent Agenda	Reports, Routine Monthly	Action
01-22-2024	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Subject:</b>	<b>RESOLUTION ORDERING TRUSTEE ELECTION - 5/04/2024</b>				
<b>Presenter or Contact Person:</b>	Sonia S. Flores, Superintendent Secretary.				
<b>Policy/Code:</b>	N/A				
<b>Summary:</b>	Resolution Ordering Trustee Election.				
<b>Financial Implications:</b>	N/A				
<b>Attachments:</b>	Resolution calling Trustee Election				
<b>Recommendation:</b>	<b>The Administration recommends the approval of the Resolution Ordering Trustee Election for May 4, 2024.</b>				
<b>Motion:</b>	<b>I move that the Board approve the Resolution Ordering Trustee Election for May 4, 2024.</b>				



## ORDER OF ELECTION

An election for Little Elm Independent School District Board of Trustees Places 4, and 5 is hereby ordered to be held on May 4, 2024.

Applications for a place on the ballot shall be filed by 5 p.m., Friday, February 16, 2024.

Early voting and Election Day polling places shall be established by the Denton County Elections Administrator for Denton County voters.

The main early voting site for Denton County voters will be located at:

Denton County Elections  
701 Kimberly Drive  
Denton, TX 76208

Early voting for Denton County voters will be held on the following dates at the following times:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
April 21	April 22	April 23	April 24	April 25	April 26	April 27
	Early Voting 8 am-5 pm	Early Voting 8 am-5 pm	Early Voting 8 am-5 pm	Early Voting 8 am-5 pm	Early Voting 8 am-5 pm	Early Voting 8 am-5 pm
April 28	April 29	April 30	May 1	May 2	May	May 4
Early Voting 11 am – 5pm	Early Voting 7 am-7 pm	Early Voting 7 am-7 pm				Election Day 7 am-7 pm

Denton County voters will be eligible to vote at all Denton County early voting sites identified in the contract executed with the Denton County Elections Administrator.

Applications for ballot by mail for Denton County voters must be received no later than the close of business on Tuesday, April 23, 2024, and shall be mailed to:

Frank Phillips, Elections Administrator  
Denton County Elections  
P.O. Box 1720  
Denton, TX 76202

**Issued this the 22nd day of January, 2024.**

\_\_\_\_\_  
Jason Olson  
President, Board of Trustees

\_\_\_\_\_  
DeLeon English  
Secretary, Board of Trustees

# ORDEN DE ELECCION

Por la presente se ordena que se llevara acabo una eleccion de la Mesa Directiva del Distrito Escolar Independiente de Little Elm para los lugares 4 y 5 el 4 de Mayo del 2024.

Solicitudes para un lugar en la boleta deberan ser entregadas a mas tardar el 16 de Febrero del 2024 a las 5:00 pm.

La votacion adelantada en persona se llevara acabo en los lugares establecidos por el Departamento de Elecciones del Condado de Denton.

El lugar principal para votacion temprana para votantes del Condado de Denton sera localizado en:

Denton County Elections  
701 Kimberly Drive  
Denton, TX 76208

Votacion temprana del Condado de Denton se llevara acabo en las siguientes fechas y horarios:

<b>Domingo</b>	<b>Lunes</b>	<b>Martes</b>	<b>Miercoles</b>	<b>Jueves</b>	<b>Viernes</b>	<b>Sabado</b>
Abril 21	Abril 22	Abril 23	Abril 24	Abril 25	Abril 26	Abril 27
	Votacion Temprana 8 am-5 pm	Votacion Temprana 8 am-5 pm	Votacion Temprana 8 am-5 pm	Votacion Temprana 8 am-5 pm	Votacion Temprana 8 am-5 pm	Votacion Temprana 8 am-5 pm
Abril 28	Abril 29	Abril 30	Mayo 1	Mayo 2	Mayo 3	Mayo 4
Votacion Temprana 11 am – 5 pm	Votacion Temprana 7 am-7 pm	Votacion Temprana 7 am-7 pm				Día de Elecciones 7 am-7 pm

Los votantes del Condado de Denton podran votar en todos los lugares establecidos como lugares de votacion adelantada y seran identificados en el contrato ejecutado por El Administrador del Departamento de Elecciones del Condado de Denton.

Las solicitudes para boletas por correo (voto en ausencia) deberan recibirse para el fin de las horas de negocio del día Martes 23 de Abril del 2024, y deberan ser enviadas a:

Frank Phillips, Elections Administrator  
Denton County Elections  
P.O. Box 1720  
Denton, TX 76202

**Ejecutada este 22 de Enero del 2023.**

\_\_\_\_\_  
Jason Olson  
Presidente, Mesa Directiva

18  
\_\_\_\_\_  
DeLeon English  
Secretario, Mesa Directiva

---

---

# 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
01-22-2024	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Subject:</b>	<b>FINANCIAL REPORTS - NOVEMBER 2023</b>				
<b>Presenter or Contact Person:</b>	Jesse Wyse, Executive Director of Budget and Finance				
<b>Policy/Code:</b>	Board Legal Status Powers and Duties - BAA (LOCAL) Annual Operating Budget - CE (LOCAL)				
<b>Strategic Plan Goal:</b>	Ensuring Fiscal Health & Sustainability				
<b>Summary:</b>	Monthly financial reports are prepared by Business Services Department. <i>*Financial report format currently under construction for improved clarity for end users.</i>				
<b>Financial Implications:</b>	As this is a report only, there are no direct financial implications. Each month, financial reports are prepared detailing the status of the District's budget as of the most recent accounting period. The following reports are included to provide financial transparency.				
<b>Attachments:</b>	Financial Reports Expenditures by Major Object (for Board Adopted Funds 199, 240, 511) Budget to Actuals (for Board Adopted Funds 199, 240, 511) Cash Flow Statement Cash Position Property Tax Collection Reports Capital Project Reports				

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

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

# Financial Report

## November

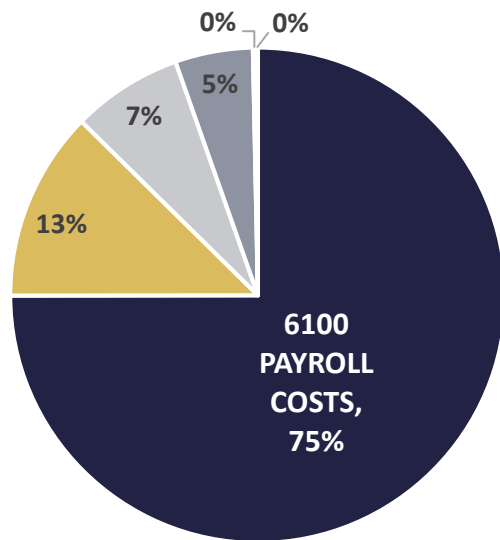


- **Budget to Actuals**
- **Expenditures by Major Object**
- **Cash Flow Statement**
- **Cash Position**
- **Property Tax Collection Report**
- **Capital Project Reports**

Revenue and Expenditures  
 By Major Object Code  
 Through Accounting Period: November 2023

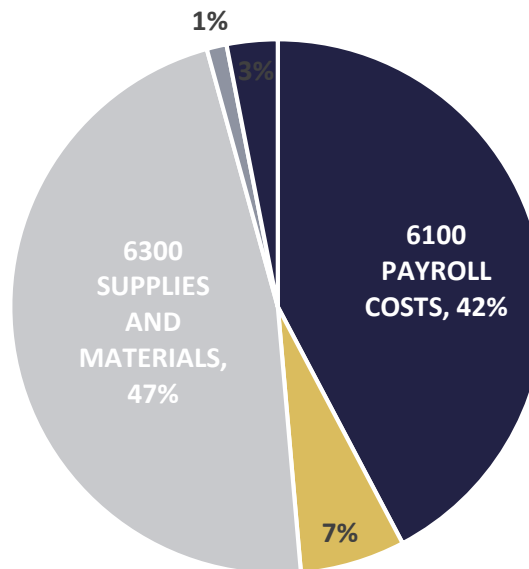


General Fund - 199



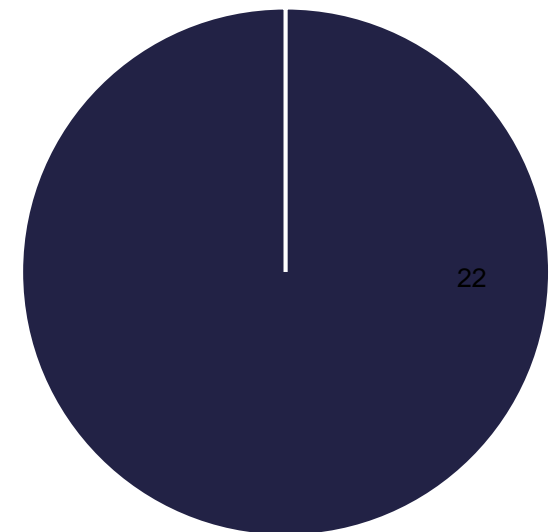
- 6100 PAYROLL COSTS
- 6200 PROFESSIONAL & CONTRACTED
- 6300 SUPPLIES AND MATERIALS
- 6400 OTHER OPERATING COSTS
- 6500 DEBT SERVICE
- 6600 CPTL OUTLY LAND BLDG & EQUIP

Child Nutrition - 240



- 6100 PAYROLL COSTS
- 6200 PROFESSIONAL & CONTRACTED
- 6300 SUPPLIES AND MATERIALS
- 6400 OTHER OPERATING COSTS
- 6600 CPTL OUTLY LAND BLDG & EQUIP

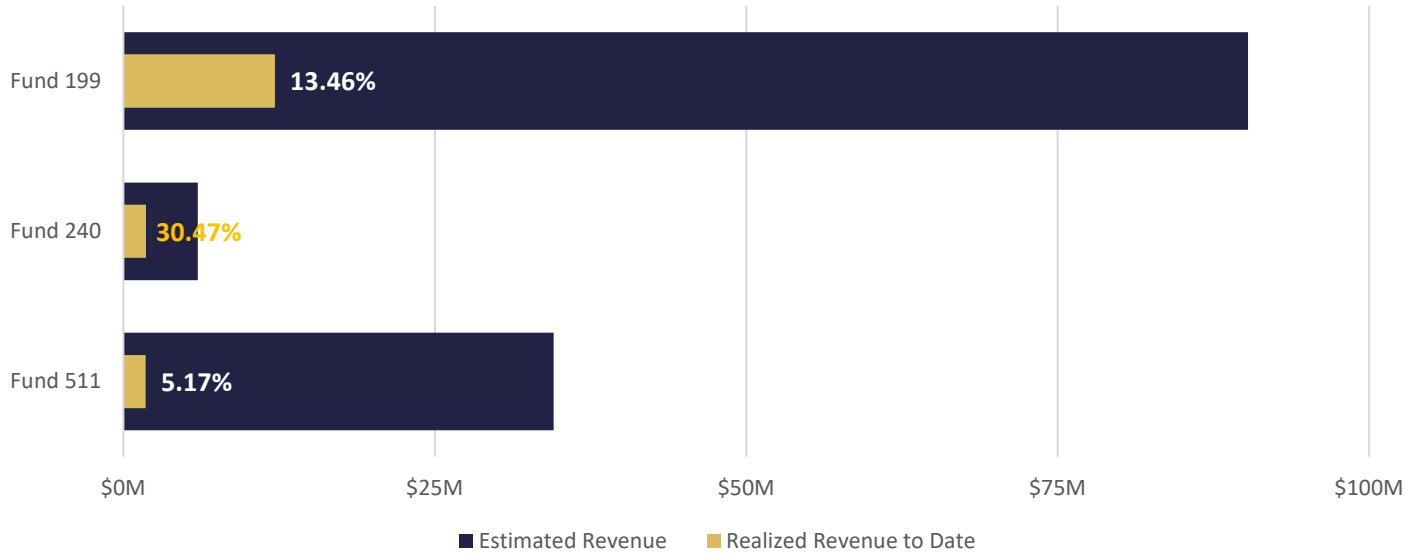
DEBT SERVICE - 511



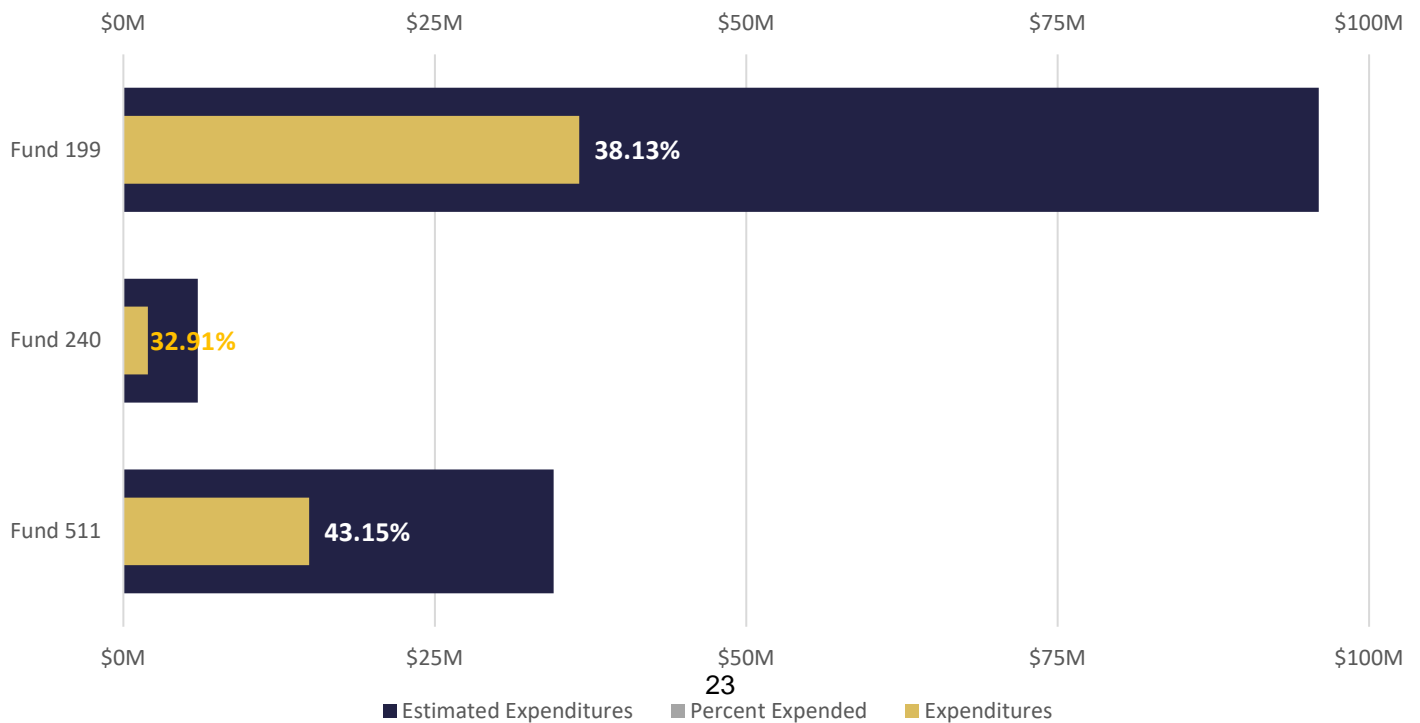
- 6500 DEBT SERVICE



Revenue: Estimated vs. Realized



Expenditures: Estimated vs. Expended



Revenues and Expenditures by Major Object Code  
 LITTLE ELM I.S.D  
 Accounting Periods: 07 through 11  
 ACTUALS THROUGH NOVEMBER

<u>Class/Major Object Code</u>	<u>Est Rev/Approp</u>	<u>Encumbrances</u>	<u>Real Rev/Exp</u>	<u>Balances</u>
<b>Fund Code 199 / 4 - GENERAL FUND</b>				
6100 PAYROLL COSTS	-71,278,978.00	.00	27,431,532.31	-43,847,445.69
6200 PROFESSIONAL & CONTRACTED SVS	-15,106,688.53	5,344,927.94	4,537,011.31	-5,224,749.28
6300 SUPPLIES AND MATERIALS	-4,937,629.10	614,730.81	2,640,260.43	-1,682,637.86
6400 OTHER OPERATING COSTS	-3,440,735.00	246,148.89	1,856,937.15	-1,337,648.96
6500 DEBT SERVICE	-241,364.70	168,955.29	71,709.41	-700.00
6600 CPTL OUTLY LAND BLDG & EQUIP	-950,162.00	19,906.00	47,340.01	-882,915.99
<b>Subtotals for Fund 199 / 4</b>	<b>-95,955,557.33</b>	<b>6,394,668.93</b>	<b>36,584,790.62</b>	<b>-52,976,097.78</b>
<b>Fund Code 240 / 4 - NATL BREAKFAST/LUNCH PROGRAM</b>				
6100 PAYROLL COSTS	-2,520,508.00	.00	803,712.64	-1,716,795.36
6200 PROFESSIONAL & CONTRACTED SVS	-193,179.64	64,736.74	108,954.86	-19,488.04
6300 SUPPLIES AND MATERIALS	-3,124,012.00	986,218.83	984,743.09	-1,153,050.08
6400 OTHER OPERATING COSTS	-66,000.00	1,372.12	23,742.79	-40,885.09
6600 CPTL OUTLY LAND BLDG & EQUIP	-72,000.00	.00	45,407.57	-26,592.43
<b>Subtotals for Fund 240 / 4</b>	<b>-5,975,699.64</b>	<b>1,052,327.69</b>	<b>1,966,560.95</b>	<b>-2,956,811.00</b>
<b>Fund Code 511 / 4 - DEBT SERVICE FUND</b>				
6500 DEBT SERVICE	-34,547,751.00	7,700.00	14,908,493.73	-19,631,557.27
<b>Subtotals for Fund 511 / 4</b>	<b>-34,547,751.00</b>	<b>7,700.00</b>	<b>14,908,493.73</b>	<b>-19,631,557.27</b>
<b>Grand Totals</b>	<b>-136,479,007.97</b>	<b>7,454,696.62</b>	<b>53,459,845.30</b>	<b>-75,564,466.05</b>

End of Report



<u>Class/Major Object Code</u>	<u>Est Rev/Approp</u>	<u>Encumbrances</u>	<u>Real Rev/Exp</u>	<u>Balances</u>
<b>Fund Code 199 / 4 - GENERAL FUND</b>				
5700 REVENUE-LOCAL AND INTERMEDIATE	62,455,700.00	.00	-3,598,143.00	58,857,557.00
5800 STATE PROGRAM REVENUES	25,597,031.00	.00	-6,533,627.01	19,063,403.99
5900 FEDERAL PROGRAM REVENUES	2,224,637.00	.00	-2,023,750.48	200,886.52
<b>Subtotals for Fund 199 / 4</b>	<b>90,277,368.00</b>	<b>.00</b>	<b>-12,155,520.49</b>	<b>78,121,847.51</b>
<b>Fund Code 240 / 4 - NATL BREAKFAST/LUNCH PROGRAM</b>				
5700 REVENUE-LOCAL AND INTERMEDIATE	2,085,774.00	.00	-825,356.05	1,260,417.95
5800 STATE PROGRAM REVENUES	517,970.00	.00	.00	517,970.00
5900 FEDERAL PROGRAM REVENUES	3,371,956.00	.00	-994,926.74	2,377,029.26
<b>Subtotals for Fund 240 / 4</b>	<b>5,975,700.00</b>	<b>.00</b>	<b>-1,820,282.79</b>	<b>4,155,417.21</b>
<b>Fund Code 511 / 4 - DEBT SERVICE FUND</b>				
5700 REVENUE-LOCAL AND INTERMEDIATE	34,347,125.00	.00	-1,785,988.27	32,561,136.73
5800 STATE PROGRAM REVENUES	200,626.00	.00	.00	200,626.00
<b>Subtotals for Fund 511 / 4</b>	<b>34,547,751.00</b>	<b>.00</b>	<b>-1,785,988.27</b>	<b>32,761,762.73</b>
<b>Grand Totals</b>	<b>130,800,819.00</b>	<b>.00</b>	<b>-15,761,791.55</b>	<b>115,039,027.45</b>

End of Report

**Little Elm Independent School District  
General Operating Cash Flow Statement  
FY 2023-2024**

	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>	30,370,136.36	34,347,645.76	36,348,406.52	37,557,556.15	32,590,011.84								30,370,136.36
<b>RECEIPTS</b>													
Tax Collections	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	48,922.77	53,296.60	56,683.91	50,250.98	40,850.31								250,004.57
Other Local Revenue	87,932.36	2,054,910.50	278,009.88	199,051.04	238,118.06								2,858,021.84
State Revenue - Available School	1,232.60	854.77	10,728.93	7,639.73	1,631.26								22,087.29
State Revenue - Foundation	357,459.00	961,447.00	2,479,832.00	192,637.00	416,211.00								4,407,586.00
State Revenue - Debt Service	-	-	64.00	1,726,388.00	-								1,726,452.00
State Revenue - Misc	-	-	-	-	-								-
SHARS Receipts	6,623.36	21,780.00	700.00	-	-								29,103.36
Federal Program Revenue	378,667.58	1,699,566.95	373,039.89	1,620,444.13	1,468,855.81								5,540,574.36
Federal Program Revenue 240	23,936.09	-	-	588,728.27	264,144.72								876,809.08
Lunch Revenue - local 240	2,232.83	203,488.33	218,231.91	194,684.45	194,053.20								812,690.72
Payroll Deposits	417.00	1,178.59	-	2,522.67	138.36								4,256.62
Transfers from Debt Service	-	-	-	-	-								-
Transfers from Investment Acct	12,000,000.00	7,000,000.00	7,000,000.00	1,516,787.34	1,000,000.00								28,516,787.34
Total Revenue	12,907,423.59	11,996,522.74	10,417,290.52	6,099,133.61	3,624,002.72	-	-	-	-	-	-	-	45,044,373.18
<b>DISBURSEMENTS</b>													
Payroll Checks	26,167.73	3,899,016.52	4,067,740.75	4,141,082.15	4,112,598.93								16,246,606.08
Accounts Payable Checks	3,724,299.53	4,532,064.52	3,569,792.03	5,264,556.09	2,688,992.22								19,779,704.39
TRS	4,647,642.74	1,105,793.87	1,091,652.02	1,175,063.18	1,176,370.05								9,196,521.86
IRS	531,804.19	458,887.07	478,956.09	485,976.50	482,809.15								2,438,433.00
Bank Charges/ NSF's/Bk Trans	-	-	-	-	-								-
Total Expenditures	8,929,914.19	9,995,761.98	9,208,140.89	11,066,677.92	8,460,770.35	-	-	-	-	-	-	-	47,661,265.33
Cash Transferred to Debt Service	-	-	-	-	-								-
Transfers to Investment Accounts	-	-	-	-	-								-
In Transit	-	-	-	-	1,467,831.95								26
Total Expenditures & Transfers	8,929,914.19	9,995,761.98	9,208,140.89	11,066,677.92	9,928,602.30	-	-	-	-	-	-	-	49,129,097.28
Net Change in Cash	3,977,509.40	2,000,760.76	1,209,149.63	(4,967,544.31)	(6,304,599.58)	-	-	-	-	-	-	-	(4,084,724.10)
<b>Ending Cash Balance in bank</b>	<b>34,347,645.76</b>	<b>36,348,406.52</b>	<b>37,557,556.15</b>	<b>32,590,011.84</b>	<b>26,285,412.26</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>26,285,412.26</b>
Beginning Cash Balance Lone Star	22,408,297.43	22,506,886.57	21,916,864.51	21,745,112.95	20,144,311.17								22,408,297.43
Beginning Cash Balance TexStar	1,518,974.29	1,525,571.02	1,532,434.82	1,539,123.54	1,546,080.90								1,518,974.29
Beginning Cash Balance Texas Class	215,745,425.17	205,022,103.97	199,154,690.26	193,119,728.24	194,182,239.05								215,745,425.17
Interest Earned Lone Star	98,589.14	101,016.61	96,217.40	98,700.97	89,992.42								484,516.54
Interest Earned TexStar	6,596.73	6,863.80	6,688.72	6,957.36	6,773.93								33,880.54
Interest Earned TexasClass	946,425.96	934,189.47	886,330.46	911,612.58	890,790.56								4,569,349.03
Transfers in	330,252.84	198,396.82	83,800.60	150,898.23	1,128,765.01								1,892,113.50
Transfers out	(12,000,000.00)	(7,691,038.67)	(7,273,062.04)	(1,699,502.75)	(1,065,236.24)								(29,728,839.70)
In Transit					671,998.68								-
<b>Ending Cash Balance Invested</b>	<b>229,054,561.56</b>	<b>222,603,989.59</b>	<b>216,403,964.73</b>	<b>215,872,631.12</b>	<b>217,595,715.48</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>216,923,716.80</b>
<b>TOTAL CASH AVAILABLE</b>	<b>263,402,207.32</b>	<b>258,952,396.11</b>	<b>253,961,520.88</b>	<b>248,462,642.96</b>	<b>243,881,127.74</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>243,209,129.06</b>

**Little Elm Independent School District  
Debt Service Cash Flow Statement  
FY 2023-2024**

	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>	1,441,186.15	1,444,310.68	1,447,441.98	1,450,478.73	1,453,623.40								1,441,186.15
<b>RECEIPTS</b>													
Tax Collections	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	3,124.53	3,131.30	3,036.75	3,144.67	3,049.72	-	-	-	-	-	-	-	15,486.97
Bond Issuance	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer from General Operating	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Investment Acct	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Revenue</b>	<b>3,124.53</b>	<b>3,131.30</b>	<b>3,036.75</b>	<b>3,144.67</b>	<b>3,049.72</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>15,486.97</b>
<b>DISBURSEMENTS</b>													
Wire Bond Issuance Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Bank Charges/ NSF's/Bk Trans	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Transfers to Investment Accounts	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer to General Operating	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Expenditures &amp; Transfers</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Change in Cash</b>	<b>3,124.53</b>	<b>3,131.30</b>	<b>3,036.75</b>	<b>3,144.67</b>	<b>3,049.72</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>15,486.97</b>
<b>Ending Cash Balance in bank</b>	<b>1,444,310.68</b>	<b>1,447,441.98</b>	<b>1,450,478.73</b>	<b>1,453,623.40</b>	<b>1,456,673.12</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,456,673.12</b>
Beginning Cash Balance TexPool	23,031,523.81	23,289,114.43	8,540,400.87	8,616,489.90	8,732,513.33								23,031,523.81
Interest Earned TexPool	100,590.34	59,707.18	37,430.83	39,372.93	39,387.85								276,489.13
Transfers in	157,000.28	98,272.99	38,658.20	76,650.50	694,459.35								2,065,041.32
Transfers out	-	(14,906,693.73)											(14,906,693.73)
In Transit	-				436,379.03								436,379.03
<b>Ending Cash Balance Invested</b>	<b>23,289,114.43</b>	<b>8,540,400.87</b>	<b>8,616,489.90</b>	<b>8,732,513.33</b>	<b>9,902,739.56</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>9,902,739.56</b>
<b>TOTAL CASH AVAILABLE</b>	<b>24,733,425.11</b>	<b>9,987,842.85</b>	<b>10,066,968.63</b>	<b>10,186,136.73</b>	<b>11,359,412.68</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>11,359,412.68</b>

**0001 - GENERAL OPERATING**

---

Cash	Cash Starting Balance	19,497,903.98
	Cash Ending Balance	16,075,284.95
	<b>Group 0001 Ending Balance</b>	<b>16,075,284.95</b>

**0002 - PAYROLL CLEARING**

---

Cash	Cash Starting Balance	10,457.27
	Cash Ending Balance	9,951.50
	<b>Group 0002 Ending Balance</b>	<b>9,951.50</b>

**0003 - DEBT SERVICE**

---

Cash	Cash Starting Balance	1,453,623.40
	Cash Ending Balance	1,456,673.12
	<b>Group 0003 Ending Balance</b>	<b>1,456,673.12</b>

**0004 - CREDIT CARD**

---

Cash	Cash Starting Balance	226,203.93
	Cash Ending Balance	200,175.81
	<b>Group 0004 Ending Balance</b>	<b>200,175.81</b>

**0005 - ECR**

---

Cash	Cash Starting Balance	10,000,000.00
	Cash Ending Balance	10,000,000.00
	<b>Group 0005 Ending Balance</b>	<b>10,000,000.00</b>

**0006 - LONESTAR**

---

Cash	Cash Starting Balance	20,144,311.17
	Cash Ending Balance	20,169,067.35
	<b>Group 0006 Ending Balance</b>	<b>20,169,067.35</b>

**0007 - TEXSTAR**

---

Cash	Cash Starting Balance	1,546,080.90
	Cash Ending Balance	1,552,854.83
	<b>Group 0007 Ending Balance</b>	<b>1,552,854.83</b>

**0008 - TEXAS CLASS**

---

Cash	Cash Starting Balance	194,168,107.84
	Cash Ending Balance	195,873,793.30
	<b>Group 0008 Ending Balance</b>	<b>195,873,793.30</b>

**0009 - TEXPOOL**

---

Cash	Cash Starting Balance	8,726,793.89
	Cash Ending Balance	9,902,739.56
	<b>Group 0009 Ending Balance</b>	<b>9,902,739.56</b>

**TOTALS**

---

<b>Cash Ending Balance</b>	<b>255,240,540.42</b>
<b>Add Investment Balance</b>	<b>.00</b>
<b>Totals</b>	<b>255,240,540.42</b>

**End of Report**

## Denton County Tax Office

Run Date: 12/1/2023 3:15:07PM

Distribution Summary 2 Report

Page 1 of 2

Deposit Date from 11/1/2023 to 11/30/2023 and Tax Units = 60

### S10- LITTLE ELM ISD

Cur. Levy M&O	1,912,903.96	Del. Levy M&O	(161,850.78)
Cur. Interest M&O	0.00	Del. Interest M&O	5,847.66
Cur. Penalty M&O	0.00	Del. Penalty M&O	7,019.61
Cur. Rendition Penalty M&O	646.39	Del. Rendition Penalty M&O	219.46
Cur. Other M&O	273.94	Del. Other M&O	49,834.66
Total Current M&O	1,913,824.29	Total Delinquent M&O	(98,929.39)
Cur. Levy I&S	1,186,883.95	Del. Levy I&S	(80,242.18)
Cur. Interest I&S	0.00	Del. Interest I&S	2,896.05
Cur. Penalty I&S	0.00	Del. Penalty I&S	3,482.88
Cur. Rendition Penalty I&S	0.00	Del. Rendition Penalty I&S	0.00
Cur. Other I&S	0.00	Del. Other I&S	23,537.12
Total Current I&S	1,186,883.95	Total Delinquent I&S	(50,326.13)
Cur. Levy S1	0.00	Del. Levy S1	0.00
Cur. Interest S1	0.00	Del. Interest S1	0.00
Cur. Penalty S1	0.00	Del. Penalty S1	0.00
Cur. Rendition Penalty S1	0.00	Del. Rendition Penalty S1	0.00
Cur. Other S1	0.00	Del. Other S1	0.00
Total Current S1	0.00	Total Delinquent S1	0.00

Cur. Levy	3,099,787.91	Del. Levy	(242,092.96)
Cur. Interest	0.00	Del. Interest	8,743.71
Cur. Penalty	0.00	Del. Penalty	10,502.49
Cur. Rendition Penalty	646.39	Del. Rendition Penalty	219.46
Cur. Other	273.94	Del. Other	73,371.78
Total Current	3,100,708.24	Total Delinquent	(149,255.52)

Grand Total M&O	1,814,894.90	School Fund Coding Totals (if applicable)	
Grand Total I&S	1,136,557.82	M&O Current Year	199-5711 1,912,903.96
Grand Total S1	0.00	M&O Prior Years	199-5712 (112,016.12)
Total Due to Jurisdiction	2,951,452.72	M&O Penalty & Interest	199-5719 14,007.06
Total Due to Delq Tax Atty	21,138.08	I&S Current Year	599-5711 1,186,883.95
		I&S Prior Year	599-5712 (56,705.06)
		I&S Penalty & Interest	599-5719 6,378.93

**Little Elm ISD**  
**Capital Projects @ 11-30-2023**

<b>Bond Capital Projects</b>	<b>Project ID</b>	<b>Project Estimate</b>	<b>Cost to Date</b>	<b>Balance*</b>
Strike Middle School	Fund 649-000	\$ 67,513,978.00	\$ 65,925,409.63	\$ 1,588,568.37
Land	Fund 65X-XXX	\$ 15,904,910.00	\$ 15,724,064.59	\$ 180,845.41
Chavez and Brent Security UPG 3rd Party	Fund 650-010	\$ 151,120.36	\$ 111,436.00	\$ 39,684.36
Emergency HVAC (unallocated)	Fund 650-011	\$ 19,382.00	\$ -	\$ 19,382.00
LEHS Security Fence	Fund 650-303	\$ 13,000.00	\$ 12,675.00	\$ 325.00
Roof Management Program	Fund 652-036	\$ 70,000.00	\$ 55,000.00	\$ 15,000.00
Strike Entry Drive	Fund 652-302	\$ 967,226.00	\$ 860,454.04	\$ 106,771.96
Security Upgrade (Chavez & Brent)	Fund 650-310	\$ 7,120.36	\$ -	\$ 7,120.36
Zellars HVAC replacement	Fund 650-320	\$ 129,975.00	\$ 186,675.00	\$ (56,700.00)
Roof Management Program	Fund 652-036	\$ 70,000.00	\$ 55,000.00	\$ 15,000.00
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	\$ 18,504,150.48	\$ 1,374,146.52
Lakeside Admin Conversion	Fund 653-018	\$ 16,346,721.46	\$ 15,825,490.44	\$ 521,231.02
Zellars Conversion	Fund 653-127	\$ 7,960,408.14	\$ 7,288,704.02	\$ 671,704.12
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	\$ 327,063.50	\$ 85,136.50
Buses	Fund 655-305	\$ 850,908.00	\$ 849,058.00	\$ 1,850.00
LEHS Locker Room	Fund 655-308	\$ 2,764,655.00	\$ 1,846,238.79	\$ 918,416.21
LEHS FOOD TRAILER CONCRETE	Fund 655-402	\$ 24,130.00	\$ 24,130.00	\$ -
Tech Upgrades	Fund 656-309	\$ 409,611.00	\$ 50,769.11	\$ 358,841.89
Security Film	Fund 656-312	\$ 715,000.00	\$ 594,452.97	\$ 120,547.03
Weapons Detection Construction	Fund 656-313	\$ 760,000.00	\$ 751,463.00	\$ 8,537.00
Hackberry Light Pole Construction	Fund 656-314	\$ 59,812.00	\$ 47,713.00	\$ 12,099.00
Elementary 7	Fund 656-315	\$ 2,033,988.00	\$ 537,771.19	\$ 1,496,216.81
Playgrounds	Fund 656-316	\$ 1,500,000.00	\$ 297,452.00	\$ 1,202,548.00
Strike Orchestra	Fund 656-317	\$ 115,000.00	\$ 77,058.42	\$ 37,941.58
Walker Orchestra	Fund 656-318	\$ 115,000.00	\$ 77,058.42	\$ 37,941.58
LEHS Classrooms	Fund 656-319	\$ 5,645,000.00	\$ 847,121.00	\$ 4,797,879.00
LEHS Bistro Upgrades	Fund 656-401	\$ 186,500.00	\$ -	\$ 186,500.00
Construction Software	Fund 656-755	\$ 26,600.00	\$ 26,600.00	\$ -
District Wide Monument Sign	Fund 656-921	\$ 149,795.00	\$ -	\$ 149,795.00
		<b>\$ 149,208,617.32</b>	<b>\$ 135,026,297.42</b>	<b>\$ 14,182,319.90</b>

\*pending reconciliation

**Little Elm ISD**  
**Capital Projects @ 11-30-2023**

<b>Non-Bond Capital Projects (Fund 696)</b>	<b>Project Estimate</b>	<b>Cost to Date</b>	<b>Balance</b>
AC REPAIR/REPLACEMENT	\$ 500,000.00	\$ -	\$ 500,000.00
CAFETERIA TABLES CHAVEZ	\$ 27,500.00	\$ -	\$ 27,500.00
CONCRETE REPAIR - DISTRICT	\$ 40,742.00	\$ 32,000.00	\$ 8,742.00
DOOR ANNUNCIATION	\$ 58,550.00	\$ -	\$ 58,550.00
DR. GLOVER WALL	\$ 2,200.00	\$ -	\$ 2,200.00
INTERIOR PAINTING SUMMER 2023	\$ 114,000.00	\$ 113,262.50	\$ 737.50
LEHS ELEVATOR	\$ 15,642.00	\$ 14,852.00	\$ 790.00
LEHS ROOF REPAIR	\$ 225,000.00	\$ 204,062.00	\$ 20,938.00
RESTRIPE PARKING LOTS	\$ 72,000.00	\$ 71,430.00	\$ 570.00
TECH SWITCHES ACCESS PTS	\$ 1,810,000.00	\$ 1,778,399.03	\$ 31,600.97
TECHNOLOGY IPADS/COMPUTERS	\$ 557,480.00	\$ 554,280.00	\$ 3,200.00
TRANSP FAC ESC TESTING	\$ 13,470.00	\$ 11,000.00	\$ 2,470.00
WINDOW TREATMENT	\$ 3,100.00	\$ 2,955.00	\$ 145.00
ZELLARS FIBER	\$ 23,350.00	\$ -	\$ 23,350.00
	<b>\$ 2,935,534.00</b>	<b>\$ 2,782,240.53</b>	<b>\$ 153,293.47</b>



# 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 <b>1-22-2024</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Subject:</b>	<b>REVISED PHASE 1 SCOPE OF WORK FOR HIGH SCHOOL ADDITIONS &amp; RENOVATIONS</b>				
<b>Presenter or Contact Person:</b>	Mickey James, Executive Director of Construction				
<b>Policy/Code:</b>	CVD (LOCAL)				
<b>Strategic Plan Goal:</b>	To ensure fiscal health & sustainability.				
<b>Summary:</b>	Clarification of scope of work to be performed in the first phase of the high school additions and renovations.				
<b>Financial Implications:</b>	No Change				
<b>Attachments:</b>	Revised Proposal from PBK				
<b>Recommendation:</b>	<b>The Administration recommends the approval of this revised proposal, and to authorize the Superintendent or his designee to execute the required contract documents.</b>				
<b>Motion:</b>	<b>I move the Board approve this revised proposal as presented and authorize the Superintendent or his designee to execute the required contract documents.</b>				

January 10, 2024

**VIA: E-MAIL**



Mr. Micky James  
Executive Director for Construction Services  
400 Lobo Lane  
Little Elm, TX 75068

Re: Revised Fee Proposal Letter for the High School Classroom/Storm Shelter Addition at Little Elm High School in the Little Elm Independent School District.

Dear Mr. James,

Thank you for allowing PBK the opportunity to submit this proposal to provide architectural and engineering services for the High School Classroom/Storm Shelter Addition at Little Elm High School in the Little Elm Independent School District. This proposal letter is offered as only a revision of scope and only considered a formality to our original proposal and contract.

**REVISED SCOPE OF WORK**

The following is our understanding of the scope of work at this time:

- 1) A two-story classroom addition to accommodate an estimated 1,000 additional students.
- 2) The addition shall include appropriate science labs and support spaces.
- 3) The revised scope of work assumes that the original scope of an appropriately sized expansion to the existing cafeteria and library to accommodate the additional students, is deferred scope and fee at this time.
- 4) The revised scope of work will include a Competition Gym, Aux Gym, and support spaces.
- 5) The new gymnasium scope shall include an appropriately sized storm-shelter that meets all current applicable codes.
- 6) The revised scope of work shall also include relocation the existing tennis courts to allow for the gymnasium addition.
- 7) The revised scope of work assumes that the original scope of two art rooms to match the size and function of the existing two art rooms is deferred scope and fee at this time.
- 8) The revised scope of work assumes that the original scope of the auditorium renovations to include stage lighting, sound, and drapes is deferred scope and fee at this time.
- 9) PBK will also study the existing student and staff parking lots and counts and make recommendations for appropriate expansions.

**SCOPE OF SERVICES**

PBK's scope of services will be consistent with the District's AIA B101 – 2017 Standard form of Agreement between Owner and Architect and its B101 – Exhibit A – AOW. PBK understands that the district will use the CMaR delivery Method and PBK will work together at all phases to achieve the project goals.

**Design:** Working in concert with the Little Elm Independent School District Administrators and campus staff, PBK will provide planning and design services. Numerous options will be explored and modified, until the preferred design is achieved. PBK will provide the necessary documentation, which will effectively portray the design, for presentations to key administrators, end-users and the Board of Trustees as needed.

**Construction Documentation:** Final working drawings will be developed, as well as a full project manual including specifications, plans and details as required. PBK's design team will facilitate progress set reviews (75%, 95% and 100% as required) with the Little Elm Independent School District for review and approval. The construction documents and specifications will be suitable for bidding, permitting and construction.

**Proposal Phase:** During the proposal phase, PBK will assist the Construction Manager and the Little Elm Independent School District in the full proposal phase.

**Construction Administration:** The project will be administered in accordance with the construction documents and construction activities of the construction manager. Field visits will be documented, and Observation Reports will be executed throughout the construction period by PBK field representatives. Additionally, PBK representatives will attend construction progress meetings, execute meeting minutes, and communicate regularly with the Construction Manager on behalf of the Little Elm Independent School District to maximize quality assurance and quality control.

**Project Close-Out and Warranty:** Project close-out documents prepared by the contractor will be reviewed, including Operation and Maintenance Manuals (warranties, maintenance contracts, operating instructions, etc.), certificate of inspection and bonds, documentation required with application of final payment, record drawings, etc. PBK will coordinate any items reported with the general contractor and will verify that the repair work has been accomplished.

**COMPENSATION**

Compensation for all services described above will be based on 6% of the final construction cost. Fees will be billed monthly in accordance with the work completed. If alternate designs and documentation are requested by the district, and then not include in the final project and construction cost, PBK proposes a 2.5% fee for the cost of the rejected alternates.

Based on the project information at this time, PBK understands the original anticipated construction cost to be \$94,000,000.00. PBK will work with the District and the Construction Manager to try and accommodate the original budget target, as it was aligned with the district's first Bond sale.

**REIMBURSABLE EXPENSES**

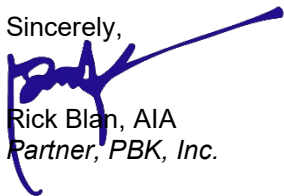
Reimbursable expenses: State agency review fees (if applicable) and other requested reimbursable expenses will have no additional mark-up. Additionally, the cost of document reproduction and requested deliverables will have no additional mark-up.

**ADDITIONAL SERVICE FEES**

There would be no additional services without prior written authorization by the Owner.

All of us at PBK would like to thank you for this opportunity. If you have any questions, please do not hesitate to give me a call.

Sincerely,



Rick Blan, AIA  
Partner, PBK, Inc.

Agreed to and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Little Elm Independent School District**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

---

---

# Board Agenda Item

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

---

---

	<b>Reports of the Superintendent</b>	<b>Action Item</b>	<b>Consent Agenda</b>	<b>Reports, Routine Monthly</b>	<b>Other</b>
<b>Board Mtg. Date</b> 1-22-2024	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Subject:</b>	<b>GEOTECHNICAL EXPLORATION FOR LEHS ADDITION PHASE 1</b>				
<b>Presenter or Contact Person:</b>	Mickey James, Executive Director of Construction				
<b>Policy/Code:</b>	CVD (LOCAL)				
<b>Strategic Plan Goal:</b>	To ensure fiscal health & sustainability.				
<b>Summary:</b>	Requesting approval to have this exploration performed for the phase 1 addition of LESH.				
<b>Financial Implications:</b>	Total allowance requested for these services is \$30,000, 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.				
<b>Attachments:</b>	Proposals from Alpha Testing.				
<b>Recommendation:</b>	<b>The Administration recommends the approval of this vendor and costs as presented, and to authorize the Superintendent or his designee to execute the required contract documents.</b>				
<b>Motion:</b>	<b>I move the Board approve this vendor and costs as presented, and authorize the Superintendent or his designee to execute the required contract documents.</b>				

January 18, 2024

Little Elm ISD  
400 Lobo Lane  
Little Elm, TX 75068  
Attention: Mr. Mickey James

Re: Proposal Geotechnical Exploration  
**Addition and Renovation – Phase 1**  
**Little Elm High School**  
1900 Walker Lane  
Little Elm, Texas  
ALPHA Proposal No. 101966

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 the Client is currently negotiating work scope and fee only with ALPHA at this time.

### **Project Information**

We understand the project consists of two (2) building additions, paving additions, tennis courts, and restrooms to an existing high school campus. The school additions will be approximately 50,000 SF each. Based on information provided by the structural engineer, maximum column loads for the additions could be up to about 450 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 within the Eagle Ford formation near the mapped contact Alluvial and Fluvial terrace deposits. The Eagle Ford formation is composed predominantly of shale with occasional platy beds of sandstone and limestone. From our experience with drilling test borings nearby, we anticipate the depth of the gray shale could be about 25 to 30 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.

Retaining wall recommendations, including lateral earth pressures, backfill and drainage requirements.

Corrosion evaluation of the site soils.

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.



As requested, the subsurface soil and/or rock conditions at the site will be provided by drilling a total of 13 test borings as summarized in the table below.

<b>Structure or Feature</b>	<b>Number of Borings</b>	<b>Boring Depths</b>
Phase 1 Classroom Addition	4	2 to 60 ft, 2 to 50 ft
Phase 1 Gym and Storm Shelter Addition	4	2 to 60 ft, 2 to 50 ft
Phase 1 Tennis Courts and Restrooms	2	25 ft
New Paving Areas	3	10 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.

<b>Table A</b>	
<b>Geotechnical Lump Sum Fee</b>	<b>\$23,600.00</b>
<b>Utility Locate Using GPR Equipment - Lump Sum Fee<sup>1</sup></b>	<b>\$2,800.00</b>
<b>Total</b>	<b>\$26,400.00</b>
<b>Schedule to Complete Study</b>	<b>5 to 6 Weeks</b>
<sup>1</sup> Ground Penetrating Radar (GPR) services will be performed to aid in locating below-grade utilities. This service is an increased level of due diligence in conjunction with Texas One-Call clearance; however, it does not guarantee the absence of below-grade utility conflicts. Client understands ALPHA is not responsible for damage to below grade utilities.	

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.*

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.

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 black ink, appearing to read 'Scott W. Taylor'.

Scott W. Taylor, P.E.

Senior Geotechnical Engineer

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



**GEOTECHNICAL  
PROPOSAL ACCEPTANCE FORM**

Date: January 18, 2024

ALPHA Proposal No.: 101966

Project Name: Addition and Renovation Phase 1 - Little Elm High School

Project Location: 1900 Walker Lane, Little Elm, 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 that 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.