



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: June 30, 2020

AGENDA ITEM: Consider Approval of Memorandum of Understanding between Town of Annetta and Aledo Independent School District

PRESENTER: Earl Husfeld, Chief Financial Officer

BACKGROUND INFORMATION:

- The site for Elementary School No. 6 is located in the Town of Annetta.
- The District has been, and will continue to, submit to the Town of Annetta (Town) zoning, platting, and construction plans (Development Plans) for this construction project.
- Similar to many smaller towns/cities, the Town employs third-party engineering firms to review development plans for similar type projects.
- In order to allow the Town's engineering firms to be involved with review of preliminary submittals, rather than waiting to start their review process after submission of final documents, the Town has proposed this MOU as a means to "bridge" this review process.
- The design team for Elementary School No. 6, consisting of PBK Architects, BTC, Teague, Nall & Perkins (TNP), and Aledo ISD Staff, all agree this process is beneficial for the timing of this project's schedule.
- In summary, the purpose of this Memorandum of Understanding (MOU) is to set forth the District's obligation to reimburse the Town for the third-party engineering review fees attributable to the Development Plans for Elementary School No. 6.
- Following is the Memorandum of Understanding for your review and consideration.
- Mr. Tom Rutledge, with TNP, is available to answer any questions you may have.

FISCAL INFORMATION:

Reimbursement to Town of Annetta for third-party engineering review fees related to Elementary School No. 6 will be paid from 2019 bond funds allocated for this project.

ATTACHMENTS:

Memorandum of Understanding between the Town of Annetta and Aledo Independent School District

ADMINISTRATIVE RECOMMENDATION:

The Administration recommends the Board of Trustees approve the Memorandum of Understanding between the Town of Annetta and Aledo Independent School District as presented.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**MOU**") is made and entered into by and between the Town of Annetta, Texas ("**Town**"), and Aledo Independent School District ("**AISD**"), for the purposes and considerations stated below. Town and AISD may sometimes hereafter be referred to individually as a "**Party**" or collectively as the "**Parties**."

WHEREAS, AISD owns approximately 20.891 acres of land being more particularly described on the attached Exhibit A ("**Property**"); and

WHEREAS, AISD intends on developing the Property for the use of a school site ("**Development**"); and

WHEREAS, AISD has been and will be submitting to Town the zoning, platting, and construction plans for the Development (collectively the "**Development Plans**") for Town's review and approval, in addition to Town's assistance in securing all required entitlements, permits and approvals, in addition to the satisfaction of other similar requirements, from the Town and other applicable governmental authorities which may be required in connection with the Development; and

WHEREAS, Town has been and will be incurring third-party engineering costs in reviewing the Development Plans; and

WHEREAS, the Parties acknowledge that the firms reviewing the Development Plans on behalf of the Town are contracted for these services with the knowledge of the AISD and are identified as Halff Associates of Fort Worth, Texas and Harkins Engineering of Austin, Texas; and that no other firms will be engaged without the prior understanding and acknowledgement of Parties in order to control costs; and

WHEREAS, the purpose of this MOU is to set forth AISD's obligations to pay Town's third-party engineering invoices attributable to review of the Development Plans, such invoices being limited to review work on the Development with copies provided to the AISD.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. In consideration of Town's review of the Development Plans, AISD agrees to pay Town any fees incurred by Town for engineering review performed by Halff Associates and Harkins Engineering, which are related to the Development or Development Plans. Payment to Town will be due within 30 days of AISD's receipt of invoice from Town.

2. The engineering review fees contemplated by this MOU will not exceed the actual costs billed to the Town which relate to solely to the Development.

3. The Parties acknowledge that typical engineering review fees attributable to services performed by senior associates do not exceed \$150.00 per hour.

4. Copies of invoices are to be provided to AISD by Town in accordance with generally accepted accounting practices and all charges will contain a description of the services performed.

5. The Parties acknowledge that the review fees contemplated by this MOU do not include inspection fees, which are related to the Town's inspection of constructed public facilities, and will be addressed in a subsequent Developer's Agreement between the Parties.

TOWN OF ANNETTA, TEXAS

By: _____ Bruce Pinckard, Mayor
Date: _____

ALEDO INDEPENDENT SCHOOL DISTRICT

By: _____
Name: Hoyt Harris
Title: President, Board of Trustees
Date: June 30, 2020

EXHIBIT “A”
The Property