

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

JUNE 6, 2016

FLOWER MOUND TOWN HALL, 2121 CROSS TIMBERS ROAD
FLOWER MOUND, TEXAS

6:00 P.M.

An agenda information packet is available online at www.flower-mound.com/AgendaCenter

Please silence or turn off all electronic devices in the Council Chambers.

A. CALL MEETING TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND TO THE TEXAS FLAG

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

D. PRESENTATIONS

1. Special Recognition of Hollywood Feed, LLC for their generous sponsorship of a message board and dog agility equipment at The Hound Mound at Heritage Park
2. Certificate of Achievement to Ananya Bashyam for her Girl Scout Gold Award
3. Interim report by Charter Review Commission Chair Jody Smith, including Council feedback and discussion relative to the charge or findings to date.

E. PUBLIC PARTICIPATION

Please fill out a speaker form, available in the Town Hall on the night of the meeting, in order to address the Council and turn it in to the Town Secretary prior to Public Participation. Speakers are normally limited to three minutes. Time limits can be adjusted by the Mayor as to accommodate more or fewer speakers. For additional instructions or to complete your speaker form in advance [click here](#).

The purpose of this item is to allow the public an opportunity to address the Town Council on issues that are not the subject of a public hearing. Any item requiring a public hearing will allow the public to speak at the time that item appears on this agenda as indicated as a "Public Hearing." Items that are the subject matter jurisdiction of the Town Council include Town policy and legislative issues. Issues regarding daily operational or administrative matters should first be dealt with at the administrative level by calling Town Hall at 972-874-6000 during business hours.

F. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

G. TOWN MANAGER'S REPORT

1. Update and status report related to capital improvement projects.
2. Update and discussion on Economic Development projects.
3. Update and discussion on town hall and library expansion.
4. Update and discussion on Farmer's Market.

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H. FUTURE AGENDA ITEMS

The purpose of this item is to allow the Mayor and members of Council an opportunity to bring forward items they wish to discuss at a future meeting, with the understanding a consensus of Council is needed in order for that item to be placed on a future agenda and in accordance with the Town Council Agenda Setting Policy (Ord. 65-15).

I. COORDINATION OF CALENDARS

1. The next regular Town Council meeting is scheduled for June 20th. The June 16th work session has been cancelled.

J. CONSENT AGENDA - Consent Items

This agenda consists of non-controversial or "housekeeping" items required by law. Items may be removed from the Consent Agenda by any Councilmember by making such request prior to a motion and vote on the Consent Agenda.

1. **Minutes 5/16** - Consider approval of the minutes from a regular meeting of the Town Council held on May 16, 2016.
2. **Grand Park Estates easement** - Consider approval of an ordinance for the partial abandonment of an existing utility easement located along the west property line of 6104 Grand Meadow Lane.
3. **Heritage Park** - Consider approval of a Professional Services Agreement with Schrickel, Rollins and Associates, Inc., to provide master planning and construction documents associated with the Heritage Park of Flower Mound Phase III project, in the amount of \$139,750.00; and authorization for the Mayor to execute same on behalf of the Town.
4. **LISD waterline easement** - Consider a Waterline and Temporary Construction Easement with Lewisville Independent School District, to provide the Town a 15-Foot Water Line Easement and 15-Foot Temporary Construction Easement associated with the FM 2499 12-Inch Water Line Phase III project: and authorization for the Mayor to execute same on behalf of the Town.
5. **Traffic signal purchase** - Consider approval of the purchase of traffic signal heads and parts, in the estimated annual amount of \$50,000.00, from McCain Inc, through a City of Grand Prairie contract.

K. REGULAR ITEMS

6. **The Pines of Flower Mound**

Public Hearing

Public Hearing to consider a request for rezoning (ZPD16-0004 –The Pines of Flower Mound) to amend Planned Development District No. 82 (PD-82) with Retail District-2 (R-2) uses, by amending the Development Standard(s) to amend the Comprehensive Sign Package, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Flower Mound Road and west of Gerault Road. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its May 23, 2016, meeting.)*

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L. BOARDS/COMMISSIONS (*Bold text represents boards with vacancies*)

Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: **Animal Services Board**, Cultural Arts Commission, Environmental Conservation Commission, Parks, Arts and Library Services Board, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number One (TIRZ #1), and Transportation Commission.

M. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.074, 551.087, 551.072, and 551.071 to discuss matters relating to personnel, economic development negotiations, real property, and consultation with attorney, as follows:

- a. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: **Board of Adjustment/Oil & Gas Board of Appeals**, Community Development Corporation, **Planning and Zoning Commission**, and Town Council.
- b. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.
- c. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights of way, and/or other municipal purposes and all matters incident and related thereto.
- d. Consultation with Attorney as follows:
 1. Official request for information

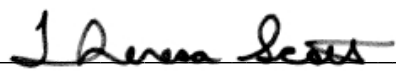
Pursuant to Section 551.071 of the Texas Government Code, the Town Council reserves the right to consult in a closed meeting with its attorney and to receive legal advice regarding any item listed on this agenda.

N. RECONVENE TO REGULAR MEETING

The Town Council to reconvene into an open meeting to take any action deemed necessary as a result of the closed meeting.

O. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: June 3, 2016, at 11:55 a.m. at least 72 hours prior to the scheduled time of said meeting.


Theresa Scott, Town Secretary

The Flower Mound Town Hall and Council Chambers are wheelchair accessible. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting by contacting Theresa Scott, Town Secretary, at (972) 874-6076.



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: June 6, 2016

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on May 16, 2016.

BACKGROUND INFORMATION: The Town Council held a regular meeting on May 16, 2016.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council held on May 16, 2016.

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 16, 2016 BOOK 43 PAGE 1**THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 16TH DAY OF MAY, 2016, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.**

The Town Council met in a regular meeting with the following members present:

Tom Hayden	Mayor
Steve Dixon	Mayor Pro Tem
Itamar Gelbman	Deputy Mayor Pro Tem
Mark Wise	Councilmember Place 1
Bryan Webb	Councilmember Place 2
Kevin Bryant	Councilmember Place 3

constituting a quorum with the following members of the Town Staff participating:

Theresa Scott	Town Secretary
Jimmy Stathatos	Town Manager
Bryn Meredith	Town Attorney
Ken Parr	Executive Director of Public Works
Doug Powell	Executive Director of Development Services
Gary Sims	Executive Director of Community Services
Eric Greaser	Fire Chief
Andy Kancel	Police Chief
Shelly Putnam	Customer Relations Manager
Doug Stevens	Assistant Director of Public Works
Tommy Dalton	Director of Strategic Planning

A. CALL REGULAR MEETING TO ORDER

Mayor Hayden called the regular meeting to order at 6:01 p.m.

B./C. INVOCATION/PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND THE TEXAS FLAG

Chaplain Russ McNamer gave the invocation and Mayor Hayden led the pledges.

D. PRESENTATIONS

1. National Public Works Week Proclamation.

Doug Stevens, Assistant Director of Public Works, accepted the Proclamation.

E. PUBLIC PARTICIPATION

All addresses are located in Flower Mound unless otherwise indicated.

Name and Address	Subject
1. Kathy O'Keefe, 3004 Oxford Ct	Winning the Fight - Mini Golf
2. Paul Stone, 709 Lake Bluff Dr	Congrats

F. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events

Deputy Mayor Pro Tem Gelbman offered his congratulations to the newly elected officials.

2. Veteran's Liaison, Doug Brown, to announce the Memorial Day event, "A Day to Remember"

Mr. Brown announced two upcoming Memorial Day events.

3. National Police Week recognition

Councilmember Bryant announced that May 15th – 21st is National Police Week and expressed his appreciation for the Town's police personnel.

4. National Emergency Medical Services Week recognition

Deputy Mayor Pro Tem Dixon announced that May 15th – 21st is Emergency Medical Services Week and expressed his appreciation for the Town's emergency service personnel.

G. TOWN MANAGER'S REPORT

1. Update and status report related to capital improvement projects.
2. Update and discussion on Economic Development projects.

Mr. Stathatos did not have any items to report.

H. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on May 2, 2016.

RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council held on May 2, 2016.

2. Consider approval of a candidate nomination for appointment to the Denco Area 9-1-1 District Board of Managers.

RECOMMENDATION: The Town of Flower Mound hereby nominates Brandon Barth, Emergency Management Officer, as a candidate for election to the Board of Managers of the Denco Area 9-1-1- District.

RESOLUTION NO. 11-16**A RESOLUTION NOMINATING ONE CANDIDATE TO A SLATE OF NOMINEES FOR THE BOARD OF MANAGERS OF THE DENCO AREA 9-1-1 DISTRICT.**

3. Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at the Heritage Park of Flower Mound during the Flower Mound Rotary's Neon Run and Festival. *(The Parks, Arts and Library Services (PALS) Board recommended approval by a vote of 4 to 0 at its April 7, 2016, meeting.)*

RECOMMENDATION: Move to approve the sale and consumption of alcoholic beverages (beer and wine) at the Heritage Park of Flower Mound during the Flower Mound Rotary's Neon Run and Festival.

4. Consider approval of Change Order No. 1, for a decrease in the amount of \$80,797.15, the final acceptance of the FM 2499 at Lakeside Parkway Improvements project, and authorization of final payment to the contractor, 3-D Paving and Contracting, LLC, in the amount of \$32,604.93; and authorization for the Mayor to execute on behalf of the Town.

RECOMMENDATION: Move to approve Change Order No. 1, for a decrease in the amount of \$80,797.15, the final acceptance of the FM 2499 at Lakeside Intersection Improvements project, and authorize final payment to the contractor, 3-D Paving and Contracting, LLC., in the amount of \$32,604.93; and authorize the Mayor to execute on behalf of the Town.

5. Consider approval of the award of Bid No. 2016-51, to Roadway Solutions Inc., for the construction of the FM 1171 at Kirkpatrick – Reconstruction and FM 1171 at Timber Creek – Reconstruction signal projects, in the amount of \$227,778.00; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve the award of Bid No. 2016-51, with Roadway Solutions Inc., for the construction of the FM 1171 at Kirkpatrick – Reconstruction and FM 1171 at Timber Creek – Reconstruction signal projects, in the amount of \$227,778.00; and authorize the Mayor to execute same on behalf of the Town.

6. Consider approval of the award of Request for Proposal Number 2016-41 to Oxley Williams Tharp Architects for architectural design services for Police Department and Central Fire Station Renovations in an estimated amount of \$75,000.

RECOMMENDATION: Move to approve the award of Request for Proposal Number 2016-41 to Oxley Williams Tharp Architects for architectural design services for Police Department and Central Fire Station Renovations in an estimated amount of \$75,000; and authorization for the Mayor to execute same on behalf of the Town.

7. Consider approval of the purchase of one new 2017 International 7400 Tandem Dump Truck with snow plow hookups, PTO, controls, and hydraulics to include installing Town of Flower Mound owned snow plow attachment and related from Southwest International Trucks, through the Buy Board cooperative purchasing program, in the total amount of \$117,134.21.

RECOMMENDATION: Move to approve the purchase of one new 2017 International 7400 Tandem Dump Truck with snow plow hookups, PTO, controls, and hydraulics to include installing Town of Flower Mound owned snow plow attachment and related from Southwest International Trucks, through the Buy Board cooperative purchasing program, in the total amount of \$117,134.21; and authorization for the Mayor to execute same on behalf of the Town.

8. Consider approval of an Interlocal Agreement between the Town of Flower Mound and the City of Highland Village to allow for a cooperative purchasing agreement; and authorize the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve an Interlocal Agreement between the Town of Flower Mound and the City of Highland Village to allow for a cooperative purchasing agreement; and authorize the Mayor to execute same on behalf of the Town.

9. Consider approval of a resolution approving parkland design and improvements for the Kierstin Eaddy Memorial.

RECOMMENDATION: Move to approve a resolution approving parkland design and improvements for the Kierstin Eaddy Memorial Park Town.

RESOLUTION NO. 12-16

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING PUBLIC PARKLAND DESIGN AND IMPROVEMENTS WITHIN THE HIGHLAND COURT DEVELOPMENT GENERALLY LOCATED WEST OF LONG PRAIRIE ROAD AND NORTH AND EAST OF RIPPY ROAD AND AUTHORIZING A CREDIT AGAINST PARK LAND DEDICATION FEES AND PARK LAND DEVELOPMENT FEES IN ACCORDANCE WITH CHAPTER 90 OF THE TOWN CODE AND THE DEVELOPMENT AGREEMENT FOR SAID DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Bryant moved to approve by consent Items 1-9. Councilmember Wise seconded the motion. Each item, as approved by consent, is restated above along with the approved recommendation, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:*Motion passed***AYES: GELBMAN, DIXON, BRYANT, WEBB, WISE****NAYS: NONE****I. REGULAR ITEMS**

10. Public Hearing to consider adopting on second reading the attached ordinance granting to Allied Waste Services of Fort Worth, LLC dba Republic Services, the right and privilege to operate and maintain the service of solid waste and recycling collection and hauling over, upon, along, and across the present and future streets, alleys, bridges, and public properties of the Town of Flower Mound in order to preserve and protect the public health of the citizens of the Town, rejecting all other proposals received, in accordance with section 11.2 of the Request for Proposals and State law and authorize the Mayor to execute a Franchise Agreement for solid waste and recycling collection services.

STAFF PRESENTATION

Ms. Putnam gave a presentation identifying or noting:

- Current residential services
- Proposed residential services
- Commercial services
- Additional items/services

Ms. Putnam responded to questions from Council as follows:

- Bulk collection services

Councilmember Webb moved to adopt on second reading the attached ordinance granting to Allied Waste Services of Fort Worth, LLC dba Republic Services, the right and privilege to operate and maintain the service of solid waste and recycling collection and hauling over, upon, along, and across the present and future streets, alleys, bridges, and public properties of the Town of Flower Mound in order to preserve and protect the public health of the citizens of the Town, rejecting all other proposals received, in accordance with section 11.2 of the Request for Proposals and State law and authorize the Mayor to execute a Franchise Agreement for solid waste and recycling collection services. Councilmember Bryant seconded the motion.

ORDINANCE NO. 26-16

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, GRANTING A FRANCHISE FOR SOLID WASTE SERVICES TO ALLIED WASTE SERVICES OF FORT WORTH, LLC DBA REPUBLIC SERVICES; AMENDING CHAPTER 70, ARTICLE IV "SOLID WASTE" OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; REPEALING DIVISIONS 1 AND 2 OF ARTICLE V "SOLID WASTE" IN APPENDIX B; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-

13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: WISE, WEBB, BRYANT, DIXON, GELBMAN

NAYS: NONE

J./K. RECOGNITION OF, AND ANNOUNCEMENT FROM, OUTGOING MAYOR PRO TEM STEVE DIXON AND OUTGOING COUNCILMEMBER MARK WISE

Outgoing Councilmembers Steve Dixon and Mark Wise offered their comments relative to their experience and time on Council.

L. CANVASS GENERAL/SPECIAL ELECTION AND OATHS OF OFFICE FOR NEWLY ELECTED OFFICIALS

11. Consider approval of an ordinance canvassing and declaring the results of a general election held May 7, 2016, for the purpose of electing the offices of Mayor, Town Council Places 2 and 4; and declaring the result of a Special Election held on such date for the purpose of electing a person to the remaining term of office of Town Council Place 1, of the Town of Flower Mound, Texas and providing an effective date.

- a. Administer Oaths of Office and issue Certificates of Election.

Ms. Scott gave a presentation identifying or noting:

- Unofficial results of the May 7, 2016 Election
- Voter turnout

Ms. Scott administered the Oaths of Office for the newly elected officials and Mayor Hayden issued the Certificates of Election.

Councilmember Wise moved to approve an ordinance canvassing and declaring the results of a general election held May 7, 2016, for the purpose of electing the offices of Mayor, Town Council Places 2 and 4; and declaring the result of a Special Election held on such date for the purpose of electing a person to the remaining term of office of Town Council Place 1, of the Town of Flower Mound, Texas; and providing an effective date. Mayor Pro Tem Dixon seconded the motion.

ORDINANCE NO. 25-16

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CANVASSING RETURNS AND DECLARING RESULTS OF A GENERAL ELECTION HELD MAY 07, 2016, PURPOSE OF ELECTING THE OFFICES OF MAYOR, TOWN COUNCIL PLACES 2, AND 4 OF THE TOWN OF FLOWER MOUND, TEXAS; AND DECLARING THE RESULT OF A SPECIAL ELECTION HELD ON SUCH DATE FOR THE PURPOSE OF ELECTING A PERSON TO THE REMAINING TERM OF OFFICE OF TOWN COUNCIL PLACE 1 AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:*Motion passed***AYES: GELBMAN, DIXON, BRYANT, WEBB, WISE****NAYS: NONE**

The Town Council recessed at 7:03 p.m. and reconvened at 7:10 p.m. with the following members present:

Tom Hayden	Mayor
Jason Webb	Councilmember Place 1
Bryan Webb	Councilmember Place 2
Kevin Bryant	Councilmember Place 3
Don McDaniel	Councilmember Place 4
Itamar Gelbman	Councilmember Place 5

M. - P. ANNOUNCEMENT FROM NEWLY ELECTED COUNCIL MEMBERS TOM HAYDEN, JASON WEBB, BYRAN WEBB, DON MCDANIEL

Each newly elected official offered comments.

Q./R. CLOSED/OPEN MEETING

Administrative Note: Town Council did not convene into closed session to discuss this item and action was taken in open session.

- a. Discuss and consider election of Mayor Pro Tem.

Councilmember Webb moved to elect Councilmember Kevin Bryant as Mayor Pro Tem. Councilmember McDaniel seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: J WEBB, MCDANIEL, BRYANT, B WEBB, GELBMAN****NAYS: NONE**

- b. Discuss and consider election of Deputy Mayor Pro Tem.

Councilmember McDaniel moved to elect Councilmember Bryan Webb as Deputy Mayor Pro Tem. Councilmember Bryant seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: GELBMAN, B WEBB, BRYANT, MCDANIEL, J WEBB****NAYS: NONE****S. COORDINATION OF CALENDARS AND FUTURE AGENDAS/MEETINGS**

- a. The next Town Council regular meeting will be held on June 6th

Mayor Hayden announced that the next regular Town Council meeting will be June 6th.

- b. Strategic Planning Session tentatively scheduled for June 16th and to discuss proposed agenda items.

Mr. Dalton provided an outline of 2016 major areas of discussion for the strategic planning session, including potential date options.

There was interest in finding a date in which all members of Council could be there. There was some discussion relative to a location. Mayor Hayden requested that the members of Council provided feedback to Mr. Dalton regarding availability over the course of the next couple months. He also clarified that it would be a late Friday afternoon and potentially the following Saturday.

T. ADJOURN REGULAR MEETING

Mayor Hayden adjourned the meeting at 7:32 p.m. on May 16, 2016.

TOWN OF FLOWER MOUND, TEXAS

THOMAS E. HAYDEN, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 02

CONSENT ITEM

DATE: June 6, 2016

FROM: Robert Pegg, Engineering Manager-Development Services

ITEM: Consider approval of an ordinance for the partial abandonment of an existing utility easement located along the west property line of 6104 Grand Meadow Lane.

BACKGROUND INFORMATION: Tarek Hoteit and Mayssaloun Tay, the current owner of Lot 12, Block D, of the Grand Park Estates Addition, which lot is more commonly known as 6104 Grand Meadow Lane, are requesting the vacation of the eastern 5.0 feet of the existing 15-foot utility easement located along the west property line of the backyard that burdens their property. The 15-foot utility easement is not being utilized and all current utility providers within the Town have provided letters approving the abandonment of the utility easement described above within Tarek Hoteit and Mayssaloun Tay's property.

The current owners of the lot have agreed to the Hold Harmless Agreement for the abandonment of the eastern 5.0 feet of the existing 15-foot utility easement. By signing the Hold Harmless Agreement, the owners will agree to indemnify, hold harmless and defend the Town of Flower Mound, Texas, its agents, officers, and employees from any loss, damage, liability, or judgment, including reasonable attorney fees and costs, on account of any damage to the property and injuries whatsoever to all persons which may arise as a result of the vacation, closing, and abandonment of the utility easement described above.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: James Donovan with Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the proposed Ordinance, Hold Harmless Agreement and Quitclaim Deed as to form and legality.

ATTACHMENTS:

1. Proposed Ordinance
2. Hold Harmless Agreement
3. Quitclaim Deed

RECOMMENDATION: Move to approve an ordinance vacating and abandoning the eastern 5.0 feet of the existing 15-foot utility easement located along the west property line of the of Lot 12, Block D, of the Grand Park Estates Addition, which lot is more commonly known as 6104 Grand Meadow Lane.

TOWN OF FLOWER MOUND, TEXAS**ORDINANCE NO. _____**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, VACATING AND ABANDONING THE EASTERN 5.0 FEET OF THE EXISTING 15-FOOT UTILITY EASEMENT LOCATED ALONG THE WEST PROPERTY LINE OF LOT 12, BLOCK D, OF GRAND PARK ESTATES ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, WHICH LOT IS MORE COMMONLY KNOWN AS 6104 GRAND MEADOW LANE; AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED RELEASING THE PUBLIC OWNERSHIP INTEREST AND CONTROL IN THE PROPERTY; REQUIRING A HOLD HARMLESS AGREEMENT; AUTHORIZING THE TOWN SECRETARY TO FILE THE QUITCLAIM DEED AND HOLD HARMLESS AGREEMENT IN THE DEED RECORDS OF DENTON COUNTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Tarek Hoteit and Mayssaloun Tay are the sole and current owners of Lot 12, Block D, of the Grand Park Estates, also known as 6104 Grand Meadow Lane ("Property"); and,

WHEREAS, Tarek Hoteit and Mayssaloun Tay, have requested the Town of Flower Mound to abandon all rights, title, and interest to the eastern 5.0 feet of the existing utility easement ("Utility Easement") which burdens their Property; and,

WHEREAS, the Utility Easement is not required to contain the existing flood plain, and the Utility portion of the Utility Easement is not being utilized and all current utility providers within the Town have consented to the abandonment of the Easement of the Utility portion of the Utility Easement or provided a waiver of use of the Utility portion of the Utility Easement; and,

WHEREAS, the Town Council has determined that the Utility Easement is not useful or convenient to the public in general, that it therefore constitutes a public charge without a corresponding public benefit, and that the public would be better served and benefitted by its vacation and abandonment; and,

WHEREAS, in order to remove any question as to the continued interest or ownership of the public in the Utility Easement, the Town desires to execute a quitclaim deed releasing all title, ownership and control in the Utility Easement to the owners of the title to the underlying property.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, THAT:

SECTION 1

The Town does hereby vacate and abandon all of the rights, title, and interest of the Town and the public in the said eastern 5.0 feet of the existing Utility Easement as depicted in Exhibit "A," which exhibit is attached hereto and incorporated herein by reference for all purposes.

SECTION 2

The Mayor of the Town of Flower Mound is hereby authorized and empowered to execute, on behalf of the Town, a quitclaim deed releasing to the owners of title to the Property, all claims to title, ownership or control of the Utility Easement described in Section 1 of this Ordinance ("Quitclaim Deed").

SECTION 3

As a condition precedent to the receipt of the Quitclaim Deed, Tarek Hoteit and Mayssaloun Tay shall file with the Town Manager a fully executed hold harmless agreement on a form provided by the Town, which shall run with the Property and be binding on Tarek Hoteit and Mayssaloun Tay and all successors-in-interest to the Property ("Hold Harmless Agreement").

SECTION 4

The Town Secretary is directed to file an original of the Quitclaim Deed and the Hold Harmless Agreement in the Deed Records of Denton County, Texas.

SECTION 5

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the Town Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE ____ DAY OF June 2, 2016.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

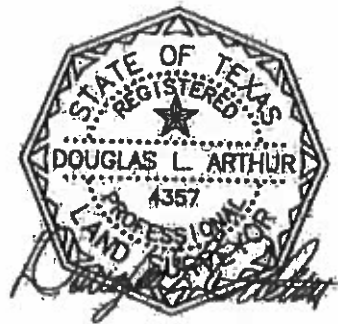
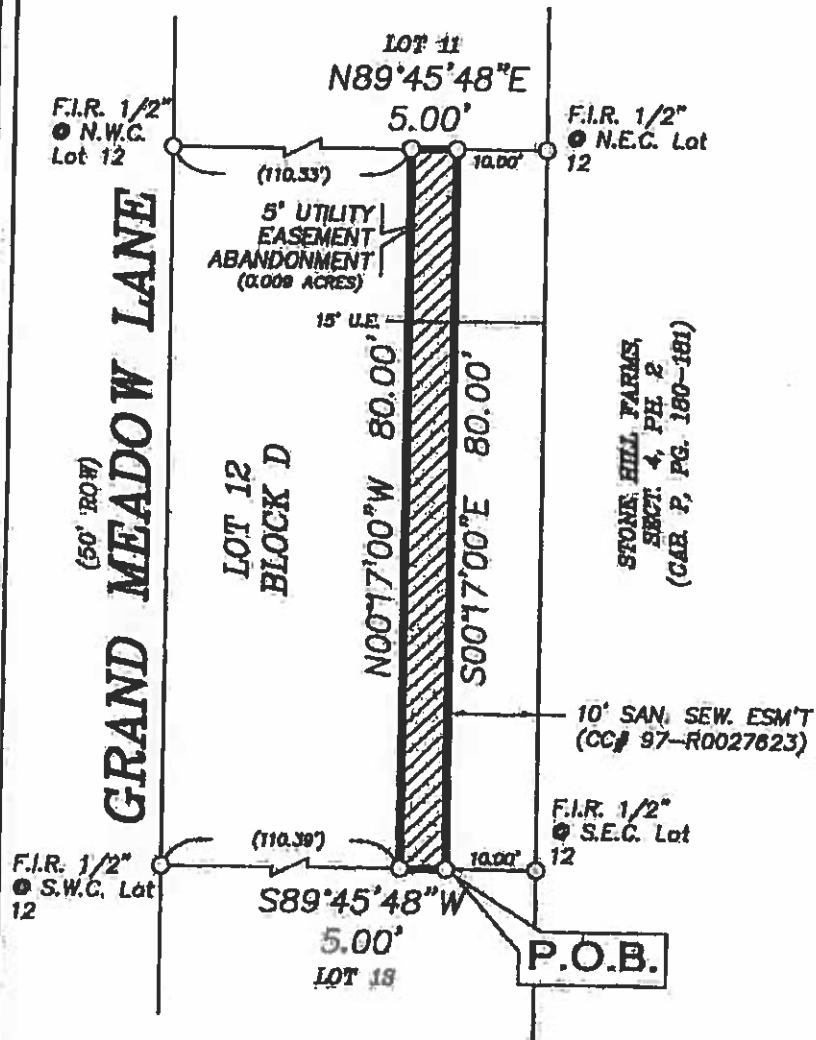
Bryn Meredith, TOWN ATTORNEY

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, _____, Notary Public, on this day personally appeared Thomas E. Hayden, Mayor of the Town of Flower Mound, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2016.

NOTARY PUBLIC in and for the State of Texas
(Seal)



BEARING SHOWN HEREON ARE BASED UPON THE PLAT OF GRAND PARK ESTATES, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, AS RECORDED IN CABINET U, PAGE 522 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS.

Arthur Surveying Co., Inc.
Professional Land Surveyors

(972) 221-9439 ~ Fax (972) 221-4575
220 Elm Street, Suite 200 ~ P.O. Box 54
Lewisville, Texas 75057 ~ TFRN No: 10083800
Established 1988
www.arthursurveying.com

EXHIBIT "A"
5' UTILITY EASEMENT ABANDONMENT
GRAND PARK ESTATES
Part of Lot 12, Block D
400 SQUARE FEET
E. SMITH SURVEY, ABSTRACT NO. 1160
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
- March 2018 -

Partial Abandonment of Easement Page 2 of 2

BEING a portion of Lot 12, in Block D, of Grand Park Estates, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof, as recorded in Cabinet U, Page 522, of the Plat Records of Denton County, Texas;

BEGINNING at a point for the southeast corner of the herein described tract, said point being in the common line of said Lot 12, and Lot 13, in said Block D, also being South 89 degrees 45 minutes 48 seconds West, a distance of 10.00 feet from the common easterly corner thereof;

THENCE South 89 degrees 45 minutes 48 seconds West, with the common line of said Lots 12 and 13, a distance of 5.00 feet to a point for corner, said point being North 89 degrees 45 minutes 48 seconds East, a distance of 110.39 feet from the common westerly corner of said Lots 12 and 13;

THENCE North 00 degrees 17 minutes 00 seconds West, parallel with and 15.00 feet westerly of the east line of said Lot 12, a distance of 80.00 feet to a point for corner in the common line of said Lot 12 and Lot 11, in said Block D, being North 89 degrees 45 minutes 48 seconds East, a distance of 110.33 feet from a 1/2 inch iron rod found for the common westerly corner thereof;

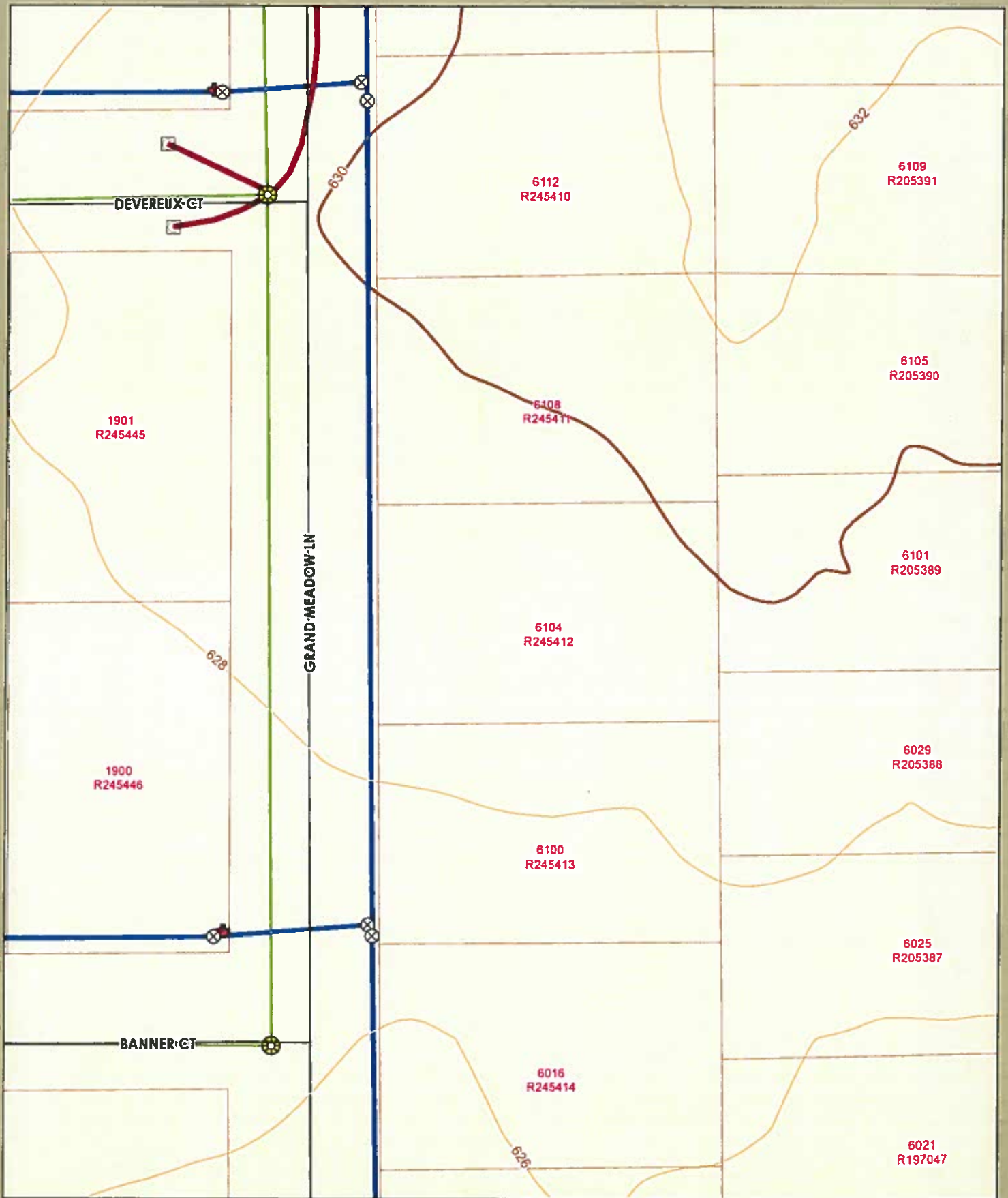
THENCE North 89 degrees 45 minutes 48 seconds East, with the common line of said Lots 11 and 12, a distance of 5.00 feet to a point for corner, said point being South 89 degrees 45 minutes 48 seconds West, a distance of 10.00 feet from a 1/2 inch iron rod found for the common easterly corner of said Lots 11 and 12;

THENCE South 00 degrees 17 minutes 00 seconds East, parallel with and 10.00 feet westerly of the east line of said Lot 12, a distance of 80.00 feet to the **POINT OF BEGINNING** and containing 400 square feet or 0.009 acre of land, more or less.



Arthur Surveying Co., Inc.
Professional Land Surveyors

P.O. Box 54 - Lewisville, Texas 75067
Office: (972) 221-9439 - Fax: (972) 221-4675



Apr 2016

DISCLAIMER: The Town of Flower Mound has prepared this map or information for internal use only. It is made available under the Public Information Act. Any reliance on this map or information is AT YOUR OWN RISK. Flower Mound assumes no liability for any errors, omissions, or inaccuracies in the map or information regardless of the cause of such or for any decision made, action taken, or action not taken in reliance upon any maps or information provided herein. Flower Mound makes no warranty, representation, or guarantee of any kind regarding any maps or information provided herein or the sources of such maps or information and DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED AND IMPLIED, including the implied warranties of merchantability and fitness for a particular purpose.



STATE OF TEXAS §
 §
 COUNTY OF DENTON §

**HOLD HARMLESS AND
INDEMNITY AGREEMENT**

TAREK HOTEIT AND MAYSSALOUN TAY are the sole and current owners of Lot 12, Block D, of the Grand Park Estates, also known as 6104 Grand Meadow Lane. Owner has requested the Town of Flower Mound to abandon all rights, title and interest to the eastern 5.0 feet of existing 15-foot utility easement located along the western property line, as depicted in Exhibit "A" of Ordinance No. ____.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE TOWN OF FLOWER MOUND, TEXAS, VACATING AND ABANDONING ALL RIGHTS, TITLE AND INTEREST IN AND TO THE ABOVE-DESCRIBED UTILITY EASEMENT, OWNERS DO HEREBY AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE TOWN OF FLOWER MOUND, TEXAS, ITS AGENTS, OFFICERS AND EMPLOYEES FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY OR JUDGEMENT, INCLUDING REASONABLE ATTORNEYS FEES AND COSTS, ON ACCOUNT OF ANY DAMAGE TO PERSONS OR PROPERTY WHATSOEVER WHICH MAY ARISE AS A RESULT OF THE VACATION AND ABANDONMENT OF THE ABOVE-DESCRIBED UTILITY EASEMENT.

It is agreed and understood that this agreement shall be filed in the Deed Records of Denton County, Texas, and that the covenants made herein shall run with the land as described above.

EXECUTED this ____ day of _____, 2016.

OWNERS:

Tarek Hoteit

Mayssaloun Tay

STATE OF TEXAS §
 §
COUNTY OF DENTON §

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Tarek Hoteit, known to me to be the person whose name is subscribed to the foregoing Hold Harmless and Indemnity Agreement and acknowledged to me that he executed the same for the purposes and consideration therein expressed and that he has the authority and power to enter into the foregoing instruments.

SUBSCRIBED AND SWORN TO BEFORE ME, on this the _____ day of _____, 2016.

NOTARY PUBLIC in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF DENTON §

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Mayssaloun Tay, known to me to be the person whose name is subscribed to the foregoing Hold Harmless and Indemnity Agreement and acknowledged to me that she executed the same for the purposes and consideration therein expressed and that she has the authority and power to enter into the foregoing instruments.

SUBSCRIBED AND SWORN TO BEFORE ME, on this the _____ day of _____, 2016.

NOTARY PUBLIC in and for the State of Texas

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM DEED

**STATE OF TEXAS §
 §
COUNTY OF DENTON §**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Town Council of the Town of Flower Mound, Texas, after careful study and consideration, found and determined that the eastern 5.0 feet of a 15-foot utility easement which is located on property located at 6104 Grand Meadow Lane, Town of Flower Mound, Denton County, Texas ("Property"), was not being used by, nor useful or convenient to, the public in general, and constituted a public charge without a corresponding public benefit, and that the public would be better served and benefitted by the vacation and abandonment of such portion of the drainage utility easement; and

WHEREAS, on the ____ day of June, 2016, based on such findings and determinations, the Town Council of the Town of Flower Mound, Texas, adopted Ordinance No. _____ which vacated and abandoned such portion of the utility easement, in the Town of Flower Mound, Denton County, Texas; and

WHEREAS, TAREK HOTEIT AND MAYSSALOUN TAY own the underlying title to the hereinafter described property where the vacated and abandoned portion of a utility easement was located and desire a quitclaim deed to remove any question concerning the continued interest of the Town of Flower Mound in such vacated and abandoned portion of the utility easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the TOWN OF FLOWER MOUND, TEXAS, Grantor, does hereby bargain, sell, release, vacate, abandon and forever quitclaim unto TAREK HOTEIT AND MAYSSALOUN TAY, Grantees, and their heirs, successors and assigns, all of Grantor's right, title, and interest, if any, in and to that portion of a utility easement described on Exhibit "A" attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD all of Grantor's right, title and interest, if any, in and to the above-described vacated and abandoned portion of a utility easement unto the Grantees, and their heirs, successors and assigns forever, so that neither Grantor nor its successors or assigns shall have, claim or demand any right, title or interest in or to the vacated and abandoned portion of the utility easement and appurtenances or any part thereof.

EXECUTED this _____ day of _____, 2016.

TOWN OF FLOWER MOUND

Thomas E. Hayden, MAYOR

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, _____, Notary Public, on this day personally appeared Thomas E. Hayden, Mayor of the Town of Flower Mound, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2016.

NOTARY PUBLIC in and for the State of Texas

(Seal)



TOWN COUNCIL AGENDA ITEM NO. 03

CONSENT ITEM

DATE: June 6, 2016

FROM: David Bauer, Construction Manager

ITEM: Consider approval of a Professional Services Agreement with Schrickel, Rollins and Associates, Inc., to provide master planning and construction documents associated with the Heritage Park of Flower Mound Phase III project, in the amount of \$139,750.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION:

This phase completes the play areas of Heritage Park with the addition of the Splash Pad which is approximately 3000 sq. ft. of interactive play features that will complement the Fort Wildflower Playground. Additionally, the project will also include a bio-swale and landscaping to finish the grounds of the playground and for tie in to the splash pad.

Phase III will also include a Rustic Pavilion/Outdoor Classroom that will accommodate large functions, classes and programs that will be provided by the recreation department. The Rustic Pavilion will be supported by a small restroom that will be connected by concrete trails. This restroom will also provide facilities for the future disc golf course and the dog park users. In connection to the Rustic Pavilion and the restroom, the project will provide an additional 40 parking spaces and connecting trails.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$139,750.00

Proposed Expenditure:	Account Number(s):
\$139,750.00	317-110-90707

Finance Review by: Tammy Wilson, Executive Director of Financial Services *tw*

LEGAL REVIEW: The Town's standard Professional Services Agreement form documents, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., were used to draft this agreement. No alteration to the legal content of this form document was made in preparation of this Agreement.

ATTACHMENTS:

1. Professional Services Agreement

RECOMMENDATION: Move to approve a Professional Services Agreement with Schrickel, Rollins and Associates, Inc., to provide master planning and construction documents associated with the Heritage Park of Flower Mound Phase III project, in the amount of \$139,750.00; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
Schrickel, Rollins and Associates, Inc.**

This contract is entered into on this _____ day of _____, 20____, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as "TOWN"), acting by and through its Mayor, and **Schrickel, Rollins and Associates, Inc.**, ("hereinafter referred to as "CONSULTANT") whose address is 1161 Corporate Drive West, Suite 200, Arlington, TX 76006

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Heritage Park Phase III Project; and

WHEREAS, CONSULTANT is a is an architectural, engineering, professional planning, urban design, or landscape architecture firm qualified to provide such services qualified to provide such services and is willing to undertake the performance of such services for the TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

**I.
Employment of Consultant**

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural, engineering and planning professions, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If CONSULTANT has represented or is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide for the Heritage Park Phase III Project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed One Hundred Thirty Nine Thousand, Seven Hundred Fifty and No/100 Dollars (\$139,750.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

CONSULTANT will bill TOWN on a percentage complete basis for certain services provided combined with a flat fee for specific tasks performed in accordance with Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by TOWN in writing to proceed. The scope of services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month CONSULTANT will submit to TOWN an invoice for actual services performed and reimbursable expenses incurred by CONSULTANT during the previous month for which payment is sought. Each invoice shall be itemized to show the amount of work performed that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work or testing performed by each such person. Each invoice shall also state the percentage of work completed on

the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

Nothing contained in this Contract shall require TOWN to pay for any work that TOWN has determined has not been successfully completed or is unsatisfactory as determined by TOWN, or which is not otherwise submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which TOWN may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.

Revisions of the Scope of Services

TOWN reserves the right to revise or expand the scope of services after due approval by TOWN as TOWN may deem necessary, but in such event TOWN shall pay CONSULTANT equitable compensation for such services. In any event, when CONSULTANT is directed to revise or expand the scope of services under this Section of the Contract, CONSULTANT shall provide TOWN a written proposal for the entire costs involved in performing such additional services. Prior to CONSULTANT undertaking any revised or expanded services as directed by TOWN under this Contract, TOWN must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require Flower Mound Town Council approval and is subject to the current budget year limitations.

V.

Term

This Contract shall begin on the date first written above, and shall terminate when TOWN has approved the Project as being final or otherwise terminates this Contract as provided herein.

VI.

Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII. Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of TOWN and shall be delivered to TOWN without restriction on future use. CONSULTANT shall provide documents in any commonly-used electronic file format as requested by TOWN. CONSULTANT may retain in its files copies of all drawings, specifications and all other pertinent information for the work. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VIII. Insurance

A. CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by TOWN, nor shall CONSULTANT allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis save and except the Professional Liability Insurance which may be written on a "claims-made" basis, provided that "tail coverage" or continuation coverage is provided. The insurance requirements shall remain in effect throughout the term of this Contract.

The CONSULTANT shall furnish to TOWN certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Project and be addressed as follows:

Town of Flower Mound

2121Cross Timbers Road
Flower Mound, TX 75028
Fax: 972-874-6478
Email: purchasing@flower-mound.com

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;
3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

If any of the foregoing insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the Contract and acceptance by the TOWN. All such insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions by endorsement to the policy

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;
2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;
3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

David Bauer, Construction Manager
 Town of Flower Mound
 2121 Cross Timbers Road
 Flower Mound, Texas 75028
 972-874-6308 Telephone
 972-874- 6472 Facsimile

However, if the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to TOWN is required. CONSULTANT shall also notify TOWN within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s);

4. The term "Owner" or "TOWN" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of TOWN and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of TOWN;
5. The policy phrase "Other Insurance" shall not apply to TOWN where TOWN is an additional insured on the policy; and
6. All provisions of the Contract concerning liability, duty and standards of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. The TOWN's decision(s) thereon shall be final;
2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and

3. All liability policies required herein, save and except Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

IX.

Right to Inspect Records

CONSULTANT agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that TOWN shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. TOWN shall give CONSULTANT reasonable advance notice of intended audits.

If TOWN agrees that CONSULTANT may retain any subcontractors, CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that TOWN shall have access to and the right to

examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that TOWN shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.

Successors and Assigns

TOWN and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither TOWN nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XI.

CONSULTANT's Liability

Acceptance of the final plans by the TOWN shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants. In this regard, CONSULTANT acknowledges that TOWN is retaining CONSULTANT to provide the services described herein, in reliance upon CONSULTANT's specialized expertise and experience, and in reliance thereon.

XII.

Indemnification

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT, OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, AND

INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT; AND, CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, §271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, §130.002(B)

XIII.

Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of TOWN in the performance of this Contract. No term or provision of or act of CONSULTANT or TOWN under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between TOWN and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between TOWN and CONSULTANT.

XIV.

Default

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract, or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then TOWN shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract for cause. Any such act by TOWN shall not be deemed a waiver of any other right or remedy of TOWN. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to TOWN to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse TOWN for such excess.

TOWN's remedies for CONSULTANT's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at TOWN's sole exclusive choice:

- (a) Specific performance of the Contract;

- (b) Re-performance of this Contract at no extra charge to TOWN; or
- (c) Monetary damages.

XV.
Provisions Surviving Termination

The terms of Sections XII entitled Indemnification, and XVII entitled Confidential Information shall survive termination of this Contract.

XVI.
Changes

TOWN may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between TOWN and CONSULTANT shall be incorporated by written modification to this Contract.

XVII.
Conflicts of Interest

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

No officer or employee of TOWN shall have any personal, financial interest, direct or indirect, in this Contract nor have any direct financial interest in the sale to TOWN of any land, materials, supplies, or services under this Contract, except on behalf of TOWN as a TOWN officer or employee. Any violation of this prohibition with knowledge, expressed or implied, of the person or corporation contracting with TOWN shall render the Contract voidable by the Director or the Town Council.

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning TOWN, its affiliates and subsidiaries, and all oral and written information concerning TOWN or

its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority or by law, as determined by TOWN's attorney.

XIX.
Notice Information

All notices and communications under this CONTRACT to be mailed to TOWN shall be sent to the address of TOWN's agent as follows, unless and until CONSULTANT is otherwise notified:

David Bauer, Construction Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874- 6308 Telephone
972-874-6472 Facsimile

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until TOWN is otherwise notified:

Victor W. Baxter, R.L.A., ASLA
Chief Executive Officer / President
Schricket, Rollins and Associates, Inc.
1161 Corporate Drive West, Suite 200
Arlington, Texas 76006
817-649-3216 Telephone

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XX.
Applicable Law

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income.

XX.
Non-Discrimination

CONSULTANT shall not discriminate against any employee, applicant for employment, contractor, or sub-contractor because of the race, age, color, religion, sex, or national origin of such person. Engineer shall take affirmative action to insure that all such persons are treated equally during their employment without regard to their race, age, color, religion, sex, or national origin. If CONSULTANT fails to comply with the federal or state laws relating to Equal Employment Opportunity, it is agreed that TOWN, at its option, may do either or both of the following:

- (a) Cancel, terminate, or suspend the Contract in whole or in part; or
- (b) Declare CONSULTANT ineligible for future TOWN contracts until it is determined to be in compliance.

XXI.
Arbitration

CONSULTANT agrees not to enter into any agreement to arbitrate arising out of, or relating to, this Contract which would subject TOWN to being a party to any arbitration without TOWN's prior written consent.

XXII.
No Waiver of Governmental Immunity

Nothing in this Contract shall be construed as a waiver of TOWN'S governmental immunity, or of any applicable limitation on damages, or any other legal protection or defense or privilege of TOWN, except to the extent expressly provided otherwise herein.

XX.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXI.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXII.
Entire Agreement

This Contract embodies the entire agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXIII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by TOWN in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXIV.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXV.
Venue

Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution, and the parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXVI.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

**THE TOWN OF FLOWER MOUND,
TEXAS**

By: _____
The Honorable Thomas E Hayden
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

Approved:

Town Attorney

CONSULTANT:
Schricket, Rollins and Associates, Inc.

By: _____
 Name: Victor Baxter, R.L.A., ASLA.
 Title: Chief Executive Officer / President

Date Signed: _____

State of Texas §
 §
 County of _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ in his capacity as _____ of _____, a _____ Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____.

 Notary Public, State of Texas

My Commission Expires:



ATTACHMENT - A

SCOPE OF SERVICES

Heritage Park (West) Phases III– Park Improvements

April 20, 2016

SUMMARY OF PROJECT

- A. This project consists of Construction Documents for the items identified in Phase III of the Master Plan.
- B. The total project construction budget is approximately \$1,925,800.00.

PART I - ELEMENTS

- A. The program of development shall include, but not be limited to, the following elements. It is understood that elements may be omitted in order to meet the project budget.

Project Elements - Base Bid

1. Demolition and Removal
2. Earthwork as needed
3. Storm Drainage, Sanitary Sewer, and Domestic Water to proposed items
4. Approximately 40 space concrete parking lot (lighted)
5. Concrete sidewalk and trail (limited to Phase III items)
6. Hybrid Bermuda Sod within areas designated
7. Irrigation within areas designated
8. Erosion control
9. Rustic Pavilion/Outdoor Classroom (including veneer detailing for post)
 - Structural coordination with existing slab (may require piers)
10. Pre-Manufactured Restroom Building - *SRA Scope is limited to the following:*
 - coordinate design (including general aesthetics and veneer choices)
 - Provide Utilities Stub-outs - electrical, water, sewer, storm (if needed)
 - Structural Foundation (may require piers)
11. Bio-swale or alternate erosion control adjacent to playground
12. Landscape improvements as needed
13. Splash Pad with recycling water filtration
 - a. Wet Play Equipment Layout
 - b. Surge Tank Details & Structural Calculations
 - c. Piping Plan
 - d. Mechanical Equipment Piping Plan



- e. Splash Pad Mechanical Details
- f. Splash Pad Equipment Wiring Plan
- g. Splash Pad Electrical Panel Schedule
- h. Splash Pad Electrical Details
- i. Site Lighting
- j. Electrical Distribution Plan
- k. Architectural Elevations Pump House
- l. Architectural Plan view Pump House
- m. Structural Details Pump House

PART II – Concept Plan

A. Services. Consultant will provide/perform the following Concept Planning Phase Services:

- 1. Conduct reconnaissance of the site.
- 2. Analyze the capabilities and limitations of the site.
- 3. In sketch form or representative graphics, prepare conceptual development plan alternatives for the splash pad, rustic pavilion and scenic overlook within the existing the Heritage Park - West.
- 4. Present a viable plan for the splash pad area in a work session with the Staff for review and further development. The Consultant will provide alternatives as requested by the Owner, until a solution has been accepted by the Owner.
- 5. Prepare a first draft of the site layout for staff review.
- 6. Prepare general opinions of probable construction cost.
- 7. Present the final draft site layout, and opinions of probable construction cost.
- 8. Construction Documents will proceed upon final approval and authorization of the site layout.

PART III - CONSTRUCTION DOCUMENTS PHASE

A. Services. Consultant will provide/perform the following Construction Documents Phase Services of the project in accordance with the available budget:

- 1. All drawings and details will be produced in AutoCAD.
- 2. Based upon the approved Site Layout and further adjustments in the scope or quality of the Project or in the project design budget authorized by the Town, the Consultant shall prepare, for approval by Town staff, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for construction of the Project. Construction Documents Phase deliverables shall include, but not be limited to these contract documents:
 - (a) Plan sheets illustrating plans, elevations, sections, and details of construction.
 - (b) Project manual containing technical specifications and bidding documents including Town forms, consisting of but not limited to the following: bid



- proposal, form of agreement between Town and Contractor, and conditions of the contract, etc.
- (c) Provide graphic products in electronic file format (pdf).
- (d) All electronic file transmittals shall be in CD-Rom format, uploaded to the Town's FTP site, or uploadable on an FTP site hosted by SRA.
- 3. Deliverables will be submitted at the following phases of the design process: 50%, 95%, and 100%.
 - (a) The 50% submittal will include four (4) half size bound sets (11x17) and will be provided by PDF and uploaded to SRA's FTP site for the Town's use and printing.
 - (b) The 95% submittal will require eight (8) half size bound sets (11x17) and two (2) bound specification books and will be provided by PDF and uploaded to SRA's FTP site for the Town's use and printing.
- 4. Prepare a take-off of final quantities and prepare final opinions of probable construction cost.
- 5. Prepare final bid documents, bid proposal forms, construction plans, and special conditions.
- 6. Reproduce bid documents as required by the Town.
- 7. File bid documents for review by the Texas Department of Licensing and Regulation.

PART IV – BIDDING PHASE

- A. Services. Consultant will provide/perform the following Bidding Phase Services. (*Items in italics will be provided by the Town of Flower Mound.*)
 - 1. *The Town staff will prepare the advertisement for bids.*
 - 2. Answer questions from Bidders and prepare addenda as necessary.
 - 3. *The Town will open bids.*
 - 4. *The Town will provide Bid Tabulations.* SRA will review the bids and prepare a letter of recommendation.
 - 5. Review "or-equal" submittals from contractor.
 - 6. A summary of the bid analysis will be provided to the Town for use in the selection and award of the construction contract.
 - 7. *The Town staff will conduct a pre-bid conference.* SRA will attend.
 - 8. Furnish the Town twenty (20) half size bound plan sets (11x17) final plans and twenty (20) bound final specification books for construction bidding and will be provided by PDF and uploaded to SRA's FTP site for the Town's use and printing.



PART V - CONTRACT ADMINISTRATION PHASE

- A. Services. Consultant will provide/perform the following Construction Administration Phase Services:
1. Provide site observation visits appropriate to the stage and quality of the Contractor's works in progress. Site observation visits shall be provided for ascertaining for the Town that the work is in substantial or general conformance with the contract documents and design intent.
 - (a) Should nonconforming or defective work be observed, the Consultant will endeavor to immediately inform the Town's representative that conforming or remedial action is required.
 - (b) The number of site observation visits to be provided by a representative of the Consultant shall not exceed an aggregate total of up to six (6) visits over the period of the Contractor's construction contract. If additional representation is required during the Construction Administration Phase, it shall be provided as Additional Services.
 - (c) Site observation visits provided by the Consultant as necessary, to correct errors or omissions or to clarify ambiguities in the plans, will not accrue against the six (6) visits per Contract Administration Phase as described in Part V - A.1.b (shown above).
 2. Review shop drawings and other submittal information for the purpose of ascertaining conformance with the design intent and construction documents.
 3. Provide written responses to requests for information or clarification.
 4. Recommend change orders, if required.
 5. Assist the Town in conducting the substantial completion and final completion observations.
 6. Record Drawings of constructed facilities.

PART VI – SPECIAL SERVICES

- A. Base Map and Surveying. A new topographic survey of the areas for the proposed parking lot, the bio-swale area, the Splash Pad and Restroom Building will be required. The approximately five (5) acre survey will identify one-foot contours, existing park facilities and utilities, trees. Trees will be taken from an existing survey and applied to the new survey using town datum.
- B. Geotechnical Investigation and Report. A Geotechnical investigation and report will be conducted for proposed improvements in the area surveyed.



PART VII - MEETINGS

- A. SRA will attend two (2) meetings with staff, to approve the site layout and to prepare for separate presentations to the PALS Board and Town Council.
- B. SRA will prepare for and attend up to two (2) meetings with the Flower Mound PALS Board for the purpose of presenting the Phase III Concepts and preliminary Construction Documents.
- C. SRA will prepare for and attend up to two (2) meetings with the Flower Mound Town Council for the purpose of presenting the Phase III Concepts and preliminary Construction Documents.
- D. Additional meetings may be scheduled with additional compensation by the Town to SRA, as mutually agreed to in writing in advance of any such meeting(s).

PART VIII – ADDITIONAL SERVICES

- A. The intent of this Scope of Services (Attachment “A”) is to include only the services specifically listed herein for this Project. Services specifically not included from this scope of services include, but are not necessarily limited to the following:
 - 1. Professional Services beyond the original items described in the Scope of Services.
 - 2. Additional Surveying beyond that described in the Scope of Services.
 - 3. Design of off-site utility services, primary power, or drainage facilities to more than a distance of 100 feet from any boundary of the project site.
 - 4. Environmental impact statements, assessments or environmental impact study.
 - 5. 3D animation or formal perspective renderings.
 - 6. Public meetings / presentations not included in Part – VII Meetings.
 - 7. Full-time or otherwise frequent and detailed inspection of the Contractor’s works in progress.
 - 8. Quality control and testing services during construction.
 - 9. Additional site visits / meetings beyond those listed in Part V - Contract Administration Phase.
 - 10. Preparation of Storm Water Prevention Plan (SWPPP).
 - 11. Preparation of a conformance construction set.
 - 12. Splash Pad - Unusual soil conditions such as highly expansive soils, fill soils, soils with inadequate bearing capacity (under 2,000 psf) and high water tables require additional Engineering. Upon discovery of these conditions we may need to negotiate additional service to adapt the design to site conditions.
 - 13. Splash Pad Subconsultant visits are limited to one site visit during design and three construction observation visits. Visits beyond this will be considered additional services.
 - 14. Any lighting beyond the Parking Lot security Lighting.
 - 15. WIFI, Audiovisual, Security Power



- B. Any services listed above will be provided only upon written authorization by the Owner for additional compensation.

PART IX - REIMBURSABLE EXPENSES

The Town will reimburse the consultant for the actual cost of the following: (1) all printing and reproductions of Bidding and Construction Documents, and (2) overnight or express delivery services. *The Town will pay the TDLR RAS review and inspection fees separately.*



ATTACHMENT - B

COMPENSATION SCHEDULE

Town of Flower Mound

Heritage Park (West) Phases III - Park Improvements

April 20, 2016

BASIC PROFESSIONAL PLANNING AND DESIGN SERVICES -

A. Splash Pad -

1. Schematic Layout	\$ 10,000
2. Construction Documents	\$ 60,000
6. Subtotal Basic Services - Splash Pad	\$ 70,000

B. Miscellaneous Items (Lighted Parking, Pavilion, Restroom, Bioswale, etc.) -

1. Schematic Layout	\$ 3,000
2. Construction Documents	\$ 33,750
3. Bidding	\$ 6,500
4. Contract Administration	\$ 8,500
5. Record Drawings	\$ 2,000
6. Subtotal Basic Services - Miscellaneous	\$ 53,750

(Per a Construction Budget of \$770,000 Base Bid Items + Bid Option Items)

The cost of the Restroom Building was not included in the Construction Percentage

C. SPECIAL SERVICES -

1. Topo Base Map - Survey	\$ 8,000
2. Geotech Report Allowance (4-5 borings)	\$ 6,000
3. Total Special Services	\$ 14,000

D. REIMBURSABLE EXPENSES - Allowance, Not to exceed \$ 2,000

E. TOTAL \$ 139,750



Attachment – C

SCHEDULE OF CHARGES - 2016 BILLABLE SALARY RATE & EXPENSE CHARGES

CLASSIFICATION:	RANGE OF BILLABLE SALARY RATE	
	LOW	HIGH
PRINCIPAL	\$151	\$200
ASSOCIATE	92	168
SENIOR ENGINEER	146	178
ENGINEER III	108	141
ENGINEER II	81	108
ENGINEER-IN-TRAINING (EIT)	70	92
SENIOR LANDSCAPE ARCHITECT	118	200
LANDSCAPE ARCHITECT III	87	125
LANDSCAPE ARCHITECT II	70	98
LANDSCAPE ARCHITECTURAL INTERN	54	81
ARCHITECT	87	141
ARCHITECTURAL INTERN	54	81
DESIGNER	54	98
SURVEYOR (RPLS)	98	141
SURVEY COORDINATOR	76	113
SURVEY TECHNICIAN	65	108
ENGINEERING TECHNICIAN	65	98
PLANNING TECHNICIAN	54	81
GIS PROJECT MANAGER	90	120
GIS ANALYST	75	100
GIS TECHNICIAN	60	100
PRODUCTION COORDINATOR	76	113
CAD OPERATOR/DRAFTER III	65	98
CAD OPERATOR/DRAFTER II	54	76
CAD OPERATOR/DRAFTER I	49	65
SENIOR SECRETARY/SPECIFICATIONS COORDINATOR	49	87
SECRETARY/WORD PROCESSOR	38	70
CLERK	35	49

The ranges and individual salaries are adjusted annually.

OTHER SERVICES:

SURVEY FIELD PARTY	\$135	\$175
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PRINTING & PLOTTING SERVICES:

In-house printing and plotting services will be charged at the market rate for commercial printing plus 10%. In-house capability includes color plots and a variety of media, including bond, vellum and mylar. In-house Xerox copies provided at \$0.06 per single side copy or \$0.12 per double side copy. Color copies provided for \$0.60 (8½x11) and \$1.00 (11x17) per single sheet.

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproductions expense, communication expense, travel, transportation and subsistence away from Arlington and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, tests, and other work required to be done by independent persons other than staff members.



TOWN COUNCIL AGENDA ITEM NO. 04

CONSENT ITEM

DATE: June 6, 2016

FROM: Clay Riggs, P.E., C.F.M., Senior Project Engineer

ITEM: Consider a Waterline and Temporary Construction Easement Agreement with Lewisville Independent School District, to provide the Town a 15-Foot Water Line Easement and 15-Foot Temporary Construction Easement associated with the FM 2499 12-Inch Water Line Phase III project; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Section 2 of the FM 2499 12-inch Water Line Phase III project, provides for a 12-inch water line along the east side of FM 2499 from Spinks Drive to the southern property line of Temple Baptist Church, south of FM 3040. In exchange for the 15-foot water line easement and 15-foot temporary construction easement, the Town agrees to waive water impact fees for two water meters.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: NA

LEGAL REVIEW: Rob Allibon, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., reviewed the Waterline and Temporary Construction Easement Agreement.

ATTACHMENTS:

1. Waterline and Temporary Construction Easement Agreement

RECOMMENDATION: Move to approve a Waterline and Temporary Construction Easement Agreement with Lewisville Independent School District to provide the Town a 15-Foot Water Line Easement and 15-Foot Temporary Construction Easement associated with the FM 2499 12-Inch Water Line Phase III project; and authorize the Mayor to execute same on behalf of the Town.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WATERLINE AND TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
 COUNTY OF DENTON §

Date: _____, 2016.

Grantor: LEWISVILLE INDEPENDENT SCHOOL DISTRICT

Grantor's Mailing Address: 1800 Timber Creek Road
 Flower Mound, Texas 75028

Grantee: TOWN OF FLOWER MOUND, TEXAS

Grantee's Mailing Address: 2121 Cross Timbers Road
 Flower Mound, Texas 75028

Consideration:

Ten Dollars and no cents (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including but not limited to: (1) the benefits to be derived by Grantor for and to Grantor's remaining property as a result of projected public improvements to be constructed; and (2) Grantee agreeing to waive impact fees for two, 2-inch meters on Grantor's adjacent property when Grantor develops the adjacent property.

The Allowed Improvements:

The following shall all be allowed improvements within the Easement Property: installation of a twelve inch (12") water line as part of the Town of Flower Mound's Water Master Plan to improve water delivery and fire protection services to the citizens of Flower Mound, but for no other purposes.

The Easement Property:

A fifteen foot (15') waterline easement, upon, over and across the following described premises, together with the customary rights and uses attendant thereto, including construction, operation, maintenance, use, and repair of the Allowed Improvements upon, over and across all that certain lot, tract, or parcel of land situated in the County of Denton, State of Texas, and described on the attached Exhibit 1.

Warranty of Title:

Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the title to the Easement Property on behalf of Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, and under Grantor, but not otherwise.

Reservations from and Exceptions to Conveyance and Warranty:

If Grantee so desires, Grantee may perform title work at its sole cost and expense, to confirm whether there are any liens, attachments, easements, or other encumbrances which would affect the title or right of Grantor to convey the Easement Property to the Grantee for the purposes described herein.

Conveyance:

For the consideration stated above, Grantor does hereby grant, give and convey unto the Grantee and its successors and assigns, the Easement Property, AS IS, WHERE IS AND WITH ALL FAULTS. If Grantee so desires, Grantee may conduct environmental studies on the Easement Property to determine whether there are any hazardous materials on the Easement Property. By entering into this Agreement, Grantee has satisfied itself that the Easement Property is suitable for the purposes intended.

Additional Grant of Temporary Construction Easement:

Additionally, Grantor does hereby grant, give and convey to Grantee, for the same consideration expressed herein, an exclusive temporary construction easement to be for the purpose of constructing the Allowed Improvements in the Easement Property. The location of the temporary construction easement granted herein is described on the attached Exhibit 1, attached hereto and incorporated herein for all purposes.

The temporary construction easement shall include the right to excavate and fill upon the temporary easement, but Grantee shall repair or replace any improvements located upon the temporary easement, without cost to Grantor, and shall restore the property which is subject to the temporary easement as closely as possible to, or better than, its condition prior to entry thereon. This temporary construction easement shall automatically terminate when Grantee finishes construction of the twelve inch (12") water line, as discussed herein.

Covenants of Grantee:

1. At Grantee's sole expense, Grantee shall design, construct and maintain the Allowed Improvements shown on Exhibit 2. Grantee shall be responsible for the cost of all design, construction, operation, use, maintenance, and repair of the Allowed Improvements on the Easement Property. Prior to any construction or work on the Easement Property, Grantee shall obtain written consent from Grantor of any plans for construction, additions, or improvements.

Grantee shall pay any and all costs associated with the Allowed Improvements, including but not limited to, labor, materials, repair, parts and replacement as needed or required. Grantee further agrees to comply with all ordinances, zoning, laws and regulations, now existing or hereafter enacted, at the Grantee's sole cost and expense, including any ordinances, other laws or regulations, or any requirements imposed by any court of law regarding the Allowed Improvements and the Easement Property. At no time shall Grantor be required to install or pay for the installation of any fencing or wall surrounding or adjacent to the Allowed Improvements or Easement Property.

2. Grantee shall keep the Easement Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Grantee. Grantee shall cause any such lien imposed on the Easement Property to be released of record within ten (10) days after written request by Grantor.

3. TO THE EXTENT PERMITTED BY LAW, GRANTEE, THE TOWN OF FLOWER MOUND, SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS GRANTOR, LEWISVILLE INDEPENDENT SCHOOL DISTRICT, AND ITS BOARD OF TRUSTEES, OFFICERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, SUITS, LIABILITIES, JUDGMENTS, COSTS, DAMAGES, AND EXPENSES OF ANY KIND, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR IN ANY WAY RELATED TO THE EASEMENT PROPERTY, INCLUDING BUT NOT LIMITED TO ANY CLAIMS FILED BY ANY ADJACENT PROPERTY OWNERS. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OR ABANDONMENT OF THE EASEMENT GRANTED HEREIN. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY THE TOWN OF FLOWER MOUND TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY THE INDEMNIFIED PARTIES SHALL BEAR INTEREST UNTIL REIMBURSED BY THE TOWN OF FLOWER MOUND, AT THE THEN-CURRENT INTEREST RATE TO BE PAID ON JUDGMENTS UNDER THE LAWS OF THE STATE OF TEXAS.

4. Grantee shall require any contractor and/or subcontractor that will perform any work on the construction of the Allowed Improvements to indemnify Grantor from and against any claims, damages, losses, causes of action, suits, judgments, and expenses, including but not limited to attorney's fees, arising out of or resulting from the work performed by the contractor and/or subcontractor on the Easement Property. Grantor does not waive its right of governmental immunity by entering into or performing the terms and conditions of this Agreement.

5. This Easement will be construed under the laws of the State of Texas. Venue for any dispute arising hereunder shall be in Denton County, Texas. This Easement may be amended, modified, or terminated only upon recording of a written instrument signed by both parties in the real property records of Denton County, Texas.

6. Grantee agrees that when Grantor develops Grantor's Property, the Easement Property will be within the required setback lines and will not affect any of Grantor's development plans. Grantee also agrees to waive impact fees, if any, for two, 2-inch meters on Grantor's adjacent

property when Grantor develops the adjacent property.

7. The undersigned is the authorized agent of the Grantee and has been and is authorized to execute this instrument.

Covenants and Representations of Grantor:

1. Grantor covenants and agrees, on behalf of Grantor's representatives, successors and assigns, that neither Grantor nor Grantor's representatives, successors and assigns shall erect, place or construct, or cause to be erected, placed or constructed in, into, upon, over, across or under the Allowed Improvements any temporary or permanent structures or improvements of any kind which would interfere with Grantee's use of the Easement Property as permitted herein. If Grantor wishes to construct any temporary or permanent structures or improvements on or across any portion of the Allowed Improvements, Grantor shall notify and consult with Grantee so that Grantee can reasonably assess the potential impact of such on the Allowed Improvements. Grantee agrees that if Grantor develops Grantor's adjacent property and needs point(s) of ingress and egress on or across the Allowed Improvements, Grantee shall grant and allow Grantor to construct such point(s) of ingress and egress.

2. This Easement will be construed under the laws of the State of Texas. Venue for any dispute arising hereunder shall be in Denton County, Texas. This Easement may be amended, modified, or terminated only upon recording of a written instrument signed by both parties in the real property records of Denton County, Texas.

3. The undersigned is the authorized agent of the Grantor and has been and is authorized to execute this instrument.

Executed the ____ day of _____, 2016.

LEWISVILLE INDEPENDENT SCHOOL DISTRICT, Grantor

By: _____
Trisha Sheffield, President

Attest:

_____, Secretary

ACKNOWLEDGMENT AND AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2016, by Trisha Sheffield, who after being by me first duly sworn, stated that she executed this instrument for the purposes and consideration stated therein, in her capacity as President of the Board of Trustees of the Lewisville Independent School District, with full authority to so act.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

Executed the ____ day of _____, 2016.

TOWN OF FLOWER MOUND

By: _____
The Honorable Thomas E. Hayden, Mayor

Attest:

Theresa Scott, Town Secretary

ACKNOWLEDGMENT AND AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2016, by Thomas E. Hayden, who after being by me first duly sworn, stated that he executed this instrument for the purposes and consideration stated therein, in his capacity as Mayor of the Town of Flower Mound, with full authority to so act.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

AFTER FILING PLEASE RETURN TO:

Clay Riggs, Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

EXHIBIT 1

**LEGAL DESCRIPTION
15' WATER LINE EASEMENT
0.094 ACRES
PART OF LOT 3, BLOCK A
MIDDLE SCHOOL #14 ADDITION**

BEING all that certain lot, tract or parcel of land, situated in the J. White Survey, Abstract Number 1341, Town of Flower Mound, Denton County, Texas, and being part of Lot 3, Block A, Middle School #14 Addition, an addition to the Town of Flower Mound, according to the plat thereof, recorded in Cabinet V, Page 817 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar set (G&A Consultants) at the northwest corner of said Lot 3, being the southwest corner of that certain called 94.13 acre tract of land, described in deed to Ronnie Franklin Hilliard, recorded in Document Number 2004-31036, 31037 & 31038 of the Real Property Records, of Denton County, Texas, and being in the east line of F.M. 2499 as evidenced by Order of Condemnation, Denton County Probate Records, Case Number CV-94-00262-C;

THENCE S 89°34'40" E, 15.69 feet with the south line of said 94.13 acre tract, and the north line of said Lot 3, from which a 1/2" capped rebar found (G&A Consultants) at the northeast corner thereof, bears S 89°34'40" E, 623.39 feet;

THENCE S 16°35'10" E, 52.84 feet;

THENCE S 39°37'40" E, 26.00 feet;

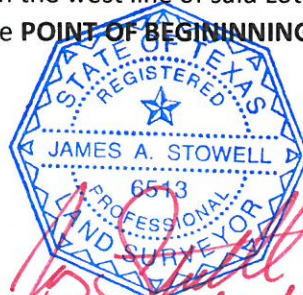
THENCE S 16°33'25" E, 187.26 feet to the south line of said Lot 3, and being on the north line of Aberdeen Drive, as dedicated by said Middle School #14 Addition;

THENCE S 73°22'05" W, 15.00 feet with the north line of said Aberdeen Drive, and the south line of said Lot 3, to the southwest corner thereof, and being on the east line of said F.M. 2499 and said Order of Condemnation;

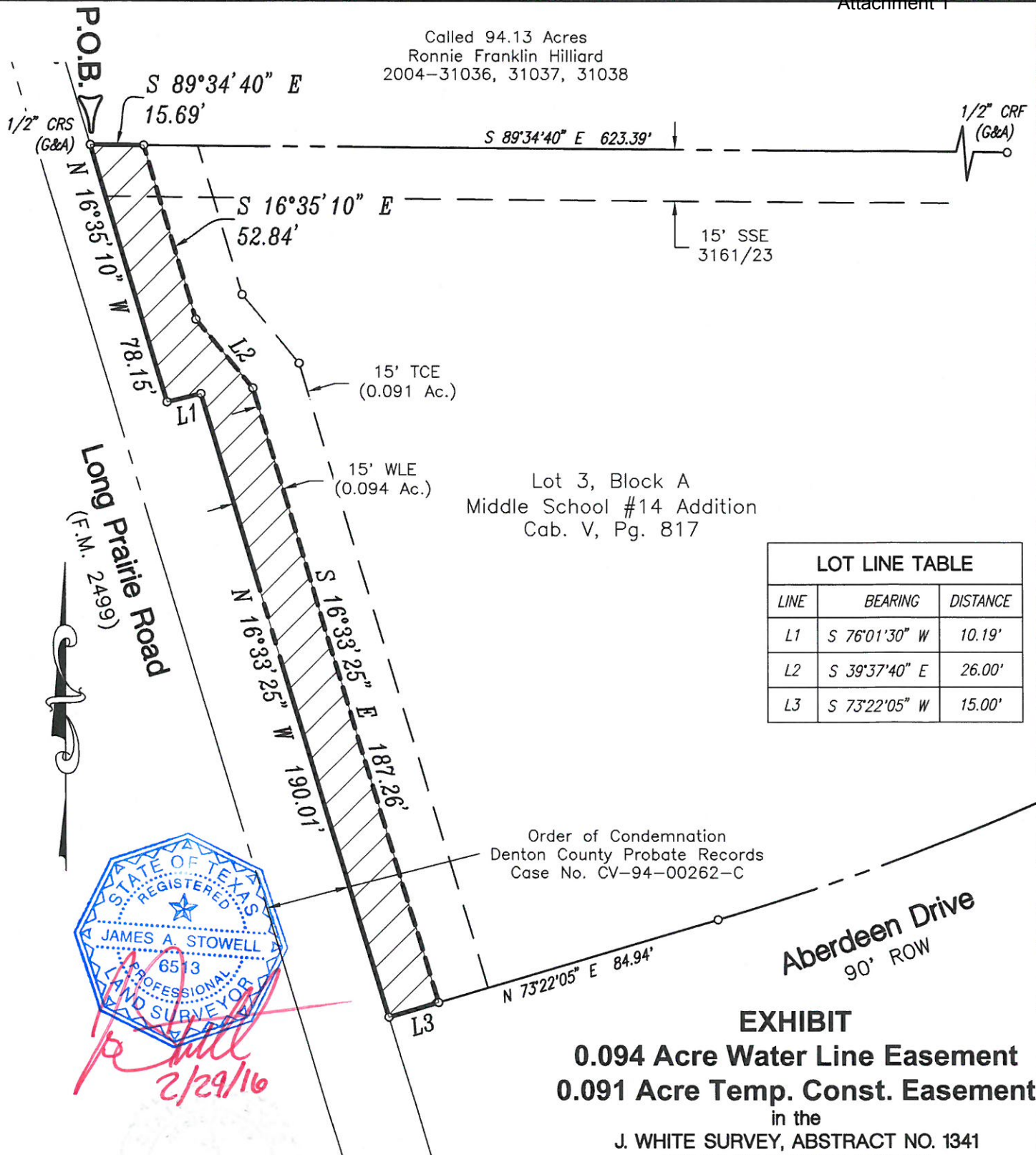
THENCE N 16°33'25" W, 190.01 feet with the west line of said Lot 3, and the east line of said F.M. 2499 and said Order of Condemnation;

THENCE S 76°01'30" W, 10.19 feet with the west line of said Lot 3, and the east line of said F.M. 2499 and said Order of Condemnation;

THENCE N 16°35'10" W, 78.15 feet with the west line of said Lot 3, and the east line of said F.M. 2499 and said Order of Condemnation, to the **POINT OF BEGINNING** and containing approximately 0.094 acres of land.



Called 94.13 Acres
 Ronnie Franklin Hilliard
 2004-31036, 31037, 31038



Lot 3, Block A
 Middle School #14 Addition
 Cab. V, Pg. 817

Order of Condemnation
 Denton County Probate Records
 Case No. CV-94-00262-C

EXHIBIT

0.094 Acre Water Line Easement 0.091 Acre Temp. Const. Easement

in the
 J. WHITE SURVEY, ABSTRACT NO. 1341
 TOWN OF FLOWER MOUND
 DENTON COUNTY, TEXAS



SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
 LAND SURVEYING LANDSCAPE ARCHITECTURE

111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715
 144 Old Town Blvd. North, Ste 2 • Argyle, TX 76226 • P: 940.240.1012 • F: 940.240.1028
 TBPE Firm No. 1798 TBPLS Firm No. 10047700

DRAWN BY: CC DATE: 2/29/2016 SCALE: 1"=40' JOB. NO. **15211**

**LEGAL DESCRIPTION
15' WATER LINE EASEMENT
0.616 ACRES
PART OF LOT 4, BLOCK A
MIDDLE SCHOOL #14 ADDITION**

BEING all that certain lot, tract or parcel of land, situated in the J. White Survey, Abstract Number 1341, Town of Flower Mound, Denton County, Texas, and being part of Lot 4, Block A, Middle School #14 Addition, an addition to the Town of Flower Mound, according to the plat thereof, recorded in Cabinet V, Page 817 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar found (G&A Consultants) at the northwest corner of said Lot 4, being on the south line of Aberdeen Drive, as dedicated by said Middle School #14 Addition, and being on the east line of F.M. 2499 as evidenced by Order of Condemnation, Denton County Probate Records, Case Number CV-94-00262-C;

THENCE N 73°22'05" E, 15.00 feet with the north line of said Lot 4, and the south line of said Aberdeen Drive, from which a 1/2" capped rebar found (G&A Consultants) bears N 73°22'05" E, 85.06 feet;

THENCE S 16°33'25" E, 16.78 feet;

THENCE S 06°11'50" W, 24.99 feet;

THENCE S 16°38'15" E, 479.78 feet;

THENCE southeasterly with the arc of a curve to the left, having a radius of 1357.39 feet, having a central angle of 41°42'40", an arc length of 988.17 feet and whose chord bears S 37°27'54" E, 966.50 feet;

THENCE S 58°21'00" E, 284.25 feet to the south line of said Lot 4;

THENCE N 89°04'15" W, 29.36 feet with the south line of said Lot 4, to a 1/2" rebar found at the southwest corner thereof, being the southeast corner of that certain called 0.025 acre right-of-way dedication, as dedicated by said Middle School #14 Addition and being on the east line of said F.M. 2499;

THENCE N 58°21'00" W, with the east line of said F.M. 2499 and the east line of said 0.025 acre right-of-way dedication, passing the northeast corner thereof, and being the southeast corner of said Order of Condemnation, continuing with the east line thereof, a total distance of 259.01 feet to a 1/2" capped rebar found (SJF);

THENCE with the east line of said F.M. 2499 and said Order of Condemnation, with the arc of a curve to the right, having a radius of 1372.39 feet, a central angle of 41°42'40", an arc length of 999.09 feet and whose chord bears N 37°27'54" W, 977.18 feet;

THENCE N 16°38'15" W, 499.68 feet with the east line of said F.M. 2499 and said Order of Condemnation;

THENCE N 73°30'30" E, 9.70 feet with the east line of said F.M. 2499 and said Order of Condemnation, to a 1/2" capped rebar found (SJF);

THENCE N 16°33'25" W, 19.93 feet with the east line of said F.M. 2499 and said Order Condemnation to the **POINT OF BEGINNING** and containing approximately 0.616 acres.

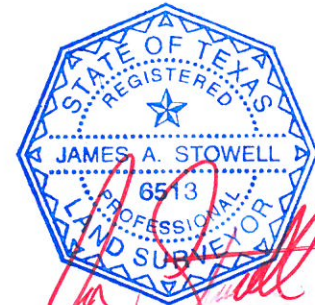


NOTES:

1. Bearings based on Texas Coordinate System, North Central Zone (4202), NAD '83.
2. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate abstract of title may disclose.

LOT LINE TABLE

LINE	BEARING	DISTANCE
L1	N 73°22'05" E	15.00'
L2	S 16°33'25" E	16.78'
L3	S 06°11'50" W	24.99'
L4	N 89°04'15" W	29.36'
L5	N 73°30'30" E	9.70'
L6	N 16°33'25" W	19.93'



Order of Condemnation
Denton County Probate Records
Case No. CV-94-00262-C

Lot 4, Block A
Middle School #14 Addition
Cab. V, Pg. 817

EXHIBIT

0.616 Acre Water Line Easement 0.620 Acre Temp. Const. Easement

in the
J. WHITE SURVEY, ABSTRACT NO. 1341
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

Rev: 4/27/16

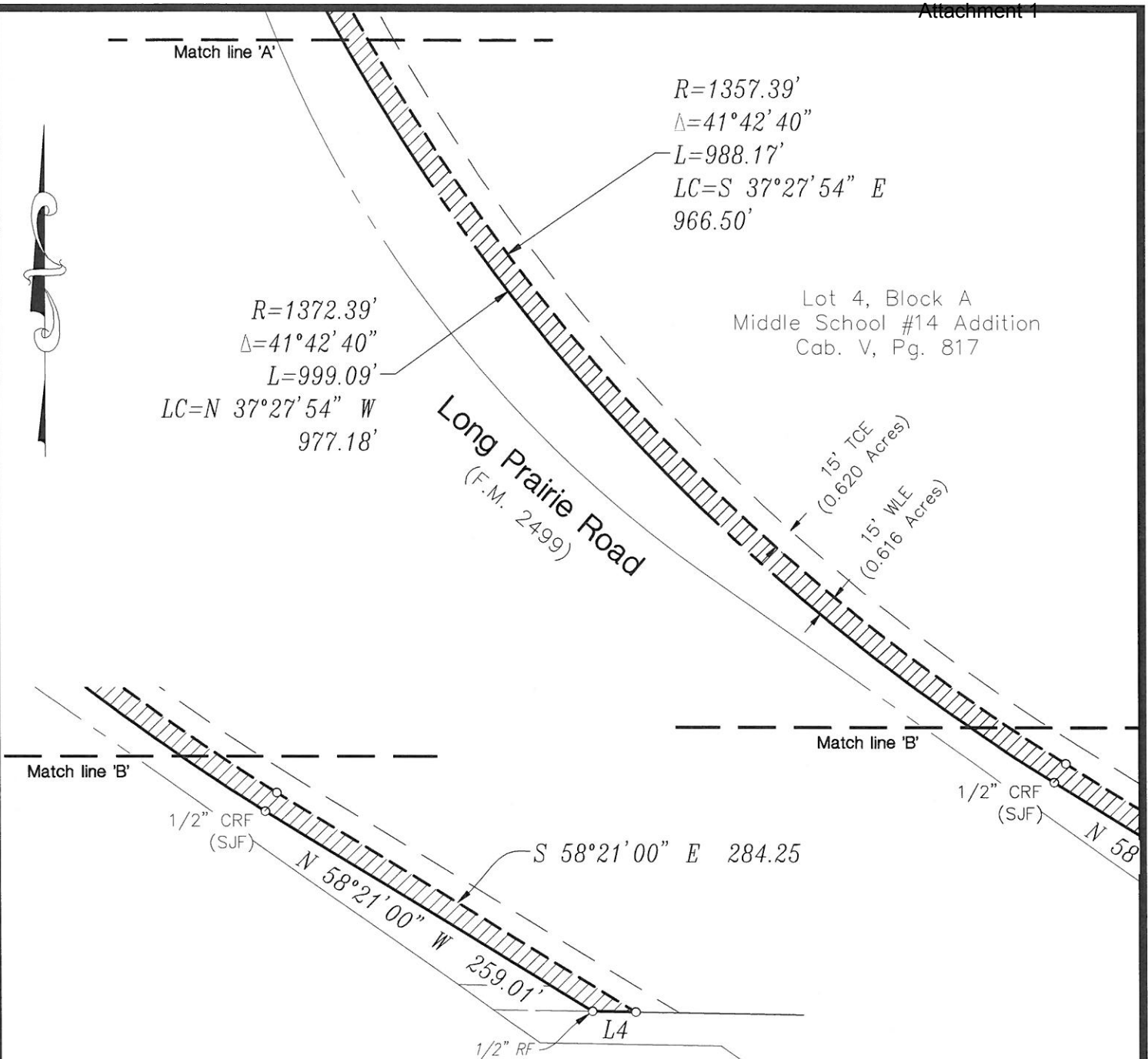


SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE

111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715
144 Old Town Blvd. North, Ste 2 • Argyle, TX 76226 • P: 940.240.1012 • F: 940.240.1028
TBPE Firm No. 1798 TBPLS Firm No. 10047700

1/2

DRAWN BY: CC DATE: 4/27/2016 SCALE: 1"=100' JOB. NO. **15211**

**EXHIBIT**

0.616 Acre Water Line Easement
0.620 Acre Temp. Const. Easement

in the
 J. WHITE SURVEY, ABSTRACT NO. 1341
 TOWN OF FLOWER MOUND
 DENTON COUNTY, TEXAS

Rev. 4/27/16



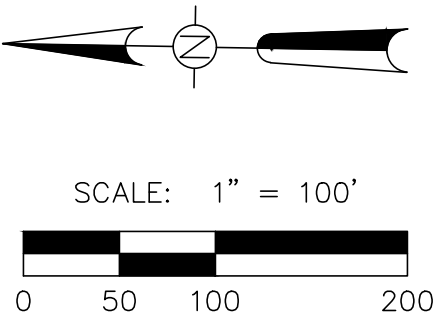
SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
 LAND SURVEYING LANDSCAPE ARCHITECTURE

2/2

111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715
 144 Old Town Blvd. North, Ste 2 • Argyle, TX 76226 • P: 940.240.1012 • F: 940.240.1028
 TBPE Firm No. 1798 TBPLS Firm No. 10047700

DRAWN BY: CC DATE: 4/27/2016 SCALE: 1"=100' JOB. NO. **15211**

EXHIBIT 2



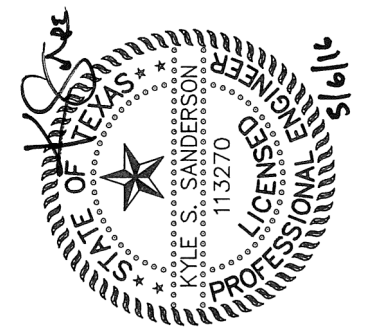
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
CP #1	7054392.54	2407060.53	625.77	"X" ON BC
CP #2	7053744.15	2407017.96	625.80	"X" ON BC
CP #3	7053075.66	2407005.45	626.33	"X" ON BC
CP #4	7051919.84	2407120.55	625.31	CRS
CP #5	7051299.08	2407368.99	626.93	CRS
CP #6	7050899.16	2407580.26	628.13	CRS
CP #7	7050605.66	2407905.22	626.86	CRS
BM #1	7053720.48	2406939.97	627.12	BOX CUT
BM #2	7053068.98	2406940.83	626.94	BOX CUT
BM #3	7051826.19	2407141.94	624.60	BOX CUT
BM #4	7051157.56	2407414.56	626.19	BOX CUT
BM #5	7050462.71	2408017.71	626.01	BOX CUT

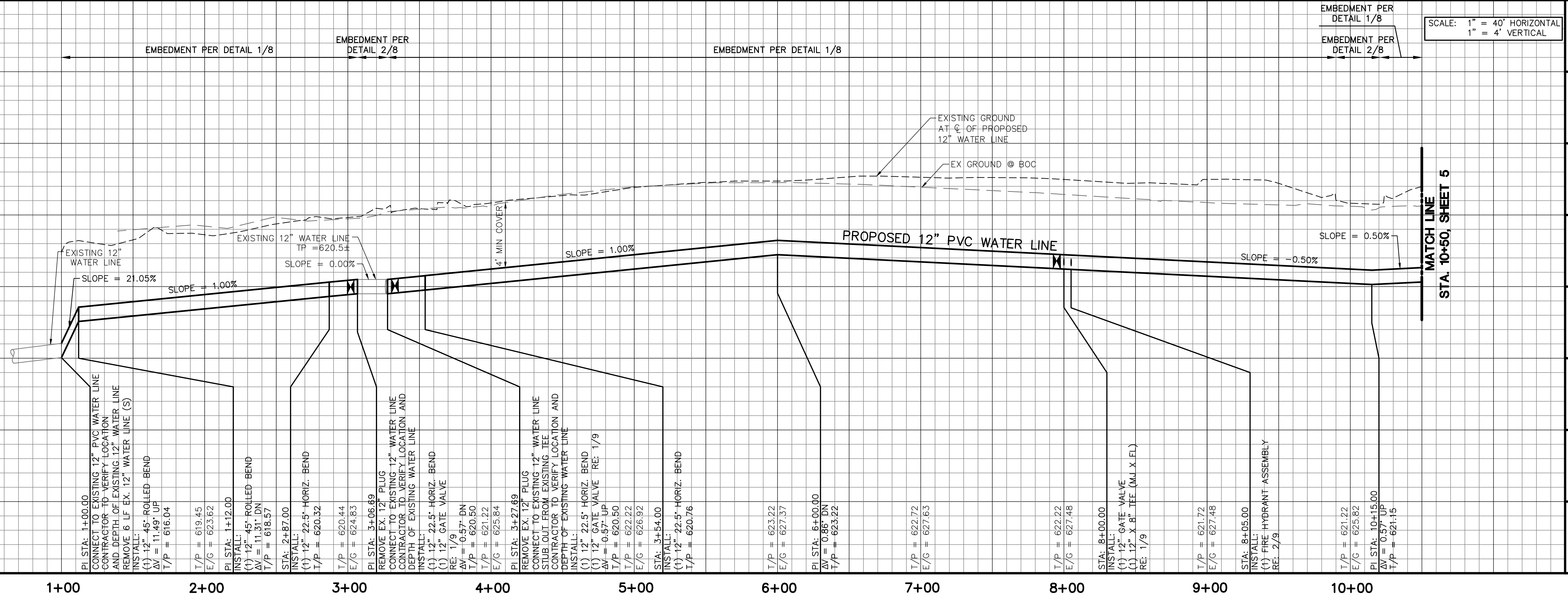
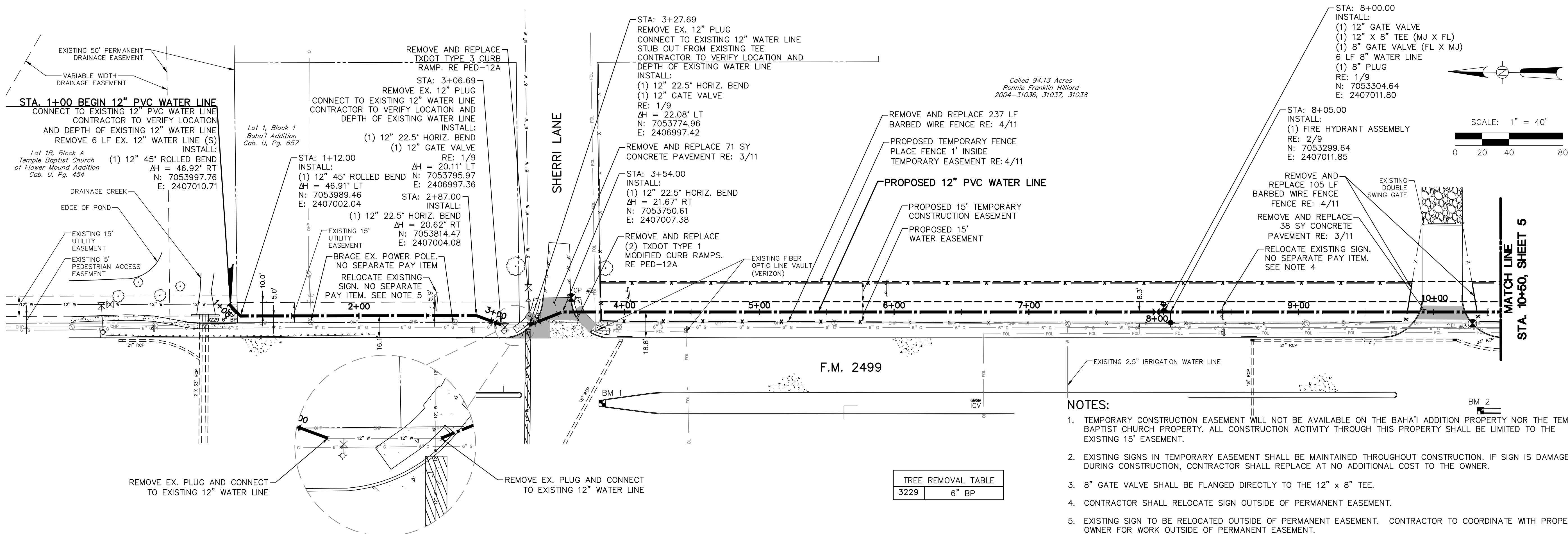
	EXISTING OVERHEAD ELECTRIC		EXISTING SIGN
	EXISTING UNDERGROUND TELEPHONE		EXISTING STORM SEWER MANHOLE
	EXISTING GAS		EXISTING WASTEWATER MANHOLE
	EXISTING UNDERGROUND FIBER OPTIC		EXISTING FIRE HYDRANT
	EXISTING UNDERGROUND ELECTRIC		EXISTING WATER VALVE
	EXISTING WATER LINE		EXISTING GUY WIRE
	EXISTING WASTEWATER LINE		EXISTING POWER POLE
	EXISTING STORM SEWER LINE		EXISTING LIGHT POLE
	EXISTING CONCRETE PAVEMENT		CONTROL POINT
	EXISTING EASEMENT		PROJECT BENCHMARK
	EXISTING PROPERTY LINE		SUE POINT
	PROPOSED WATER LINE		EXISTING WATER METER
	PROPOSED STEEL CASING		EXISTING TREE
	PROPOSED PERMANENT EASEMENT		TREE TO BE REMOVED
	PROPOSED TEMPORARY EASEMENT		IRRIGATION CONTROL VALVE
			TRAFFIC SIGNAL VAULT
			TRAFFIC LIGHT
			STORM SEWER INLET
			PROPOSED PLUG
			PROPOSED FIRE HYDRANT
			PROPOSED WATER VALVE
			REMOVE AND REPLACE PAVEMENT

3

WATER LINE SHEET REFERENCE PLAN AND PROJECT CONTROL

Kimley»»Horn

[illegible]



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Kimley»Horn

Reviewed By

By

Date

Revised

Revision

11/27/20

KIMLEY-HORN

11/27/20



Town of Flower Mound
FM 2499 12-Inch
Water Line Phase III

12-INCH WATER LINE
STA 1+00 TO STA 10+50

DATE: MAY 2016

DESIGN: KSS

DRAWN: CEK

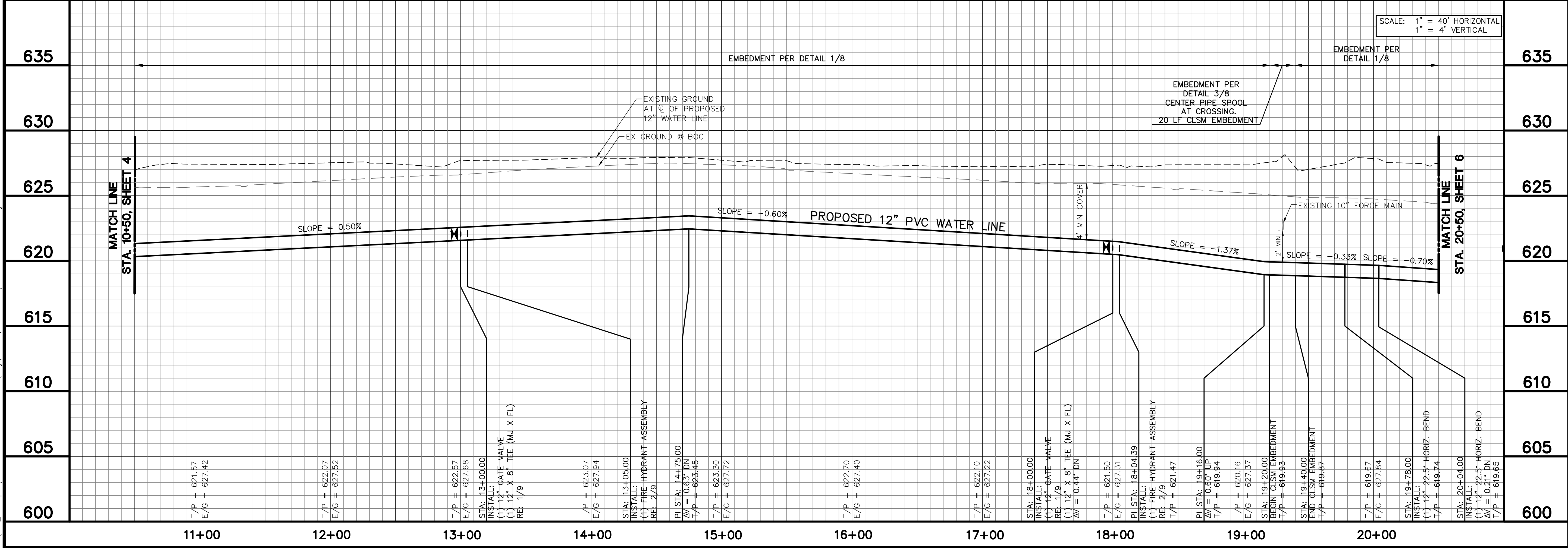
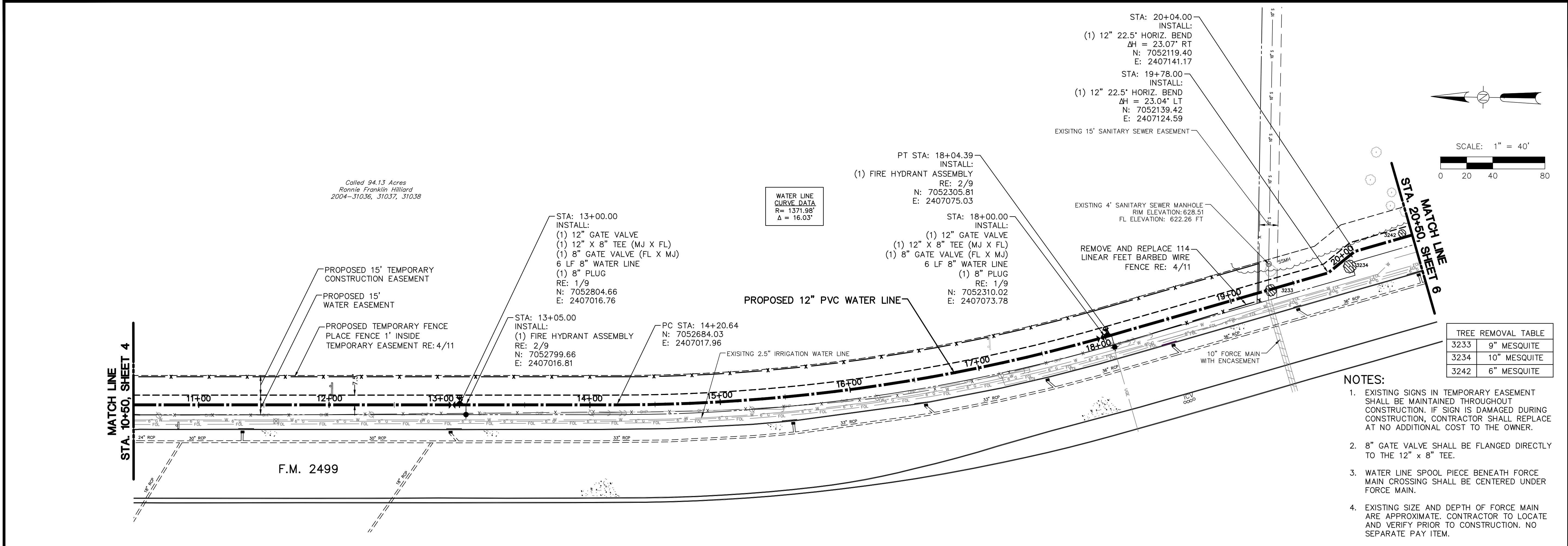
CHECKED: WAS

KHA NO.: 061000164

SHEET

4

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Kimley»Horn
Kimley-Horn and Associates, Inc. Registration Number: 4428
Professional Seal: State of Texas, No. 1000, Exp. Date: 12/31/2024, No. 97277001-000

No.	Revision	By	Date

ENGINEER
KYLE S. SANDERSON
113270
STATE OF TEXAS

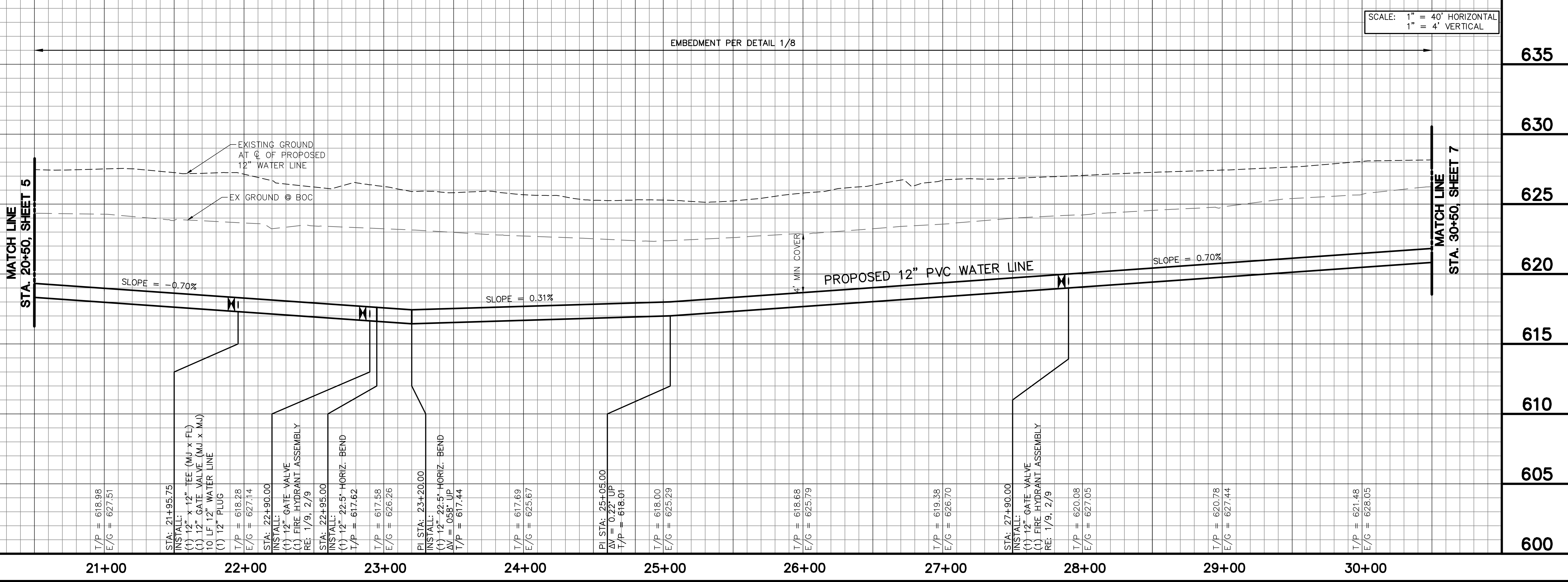
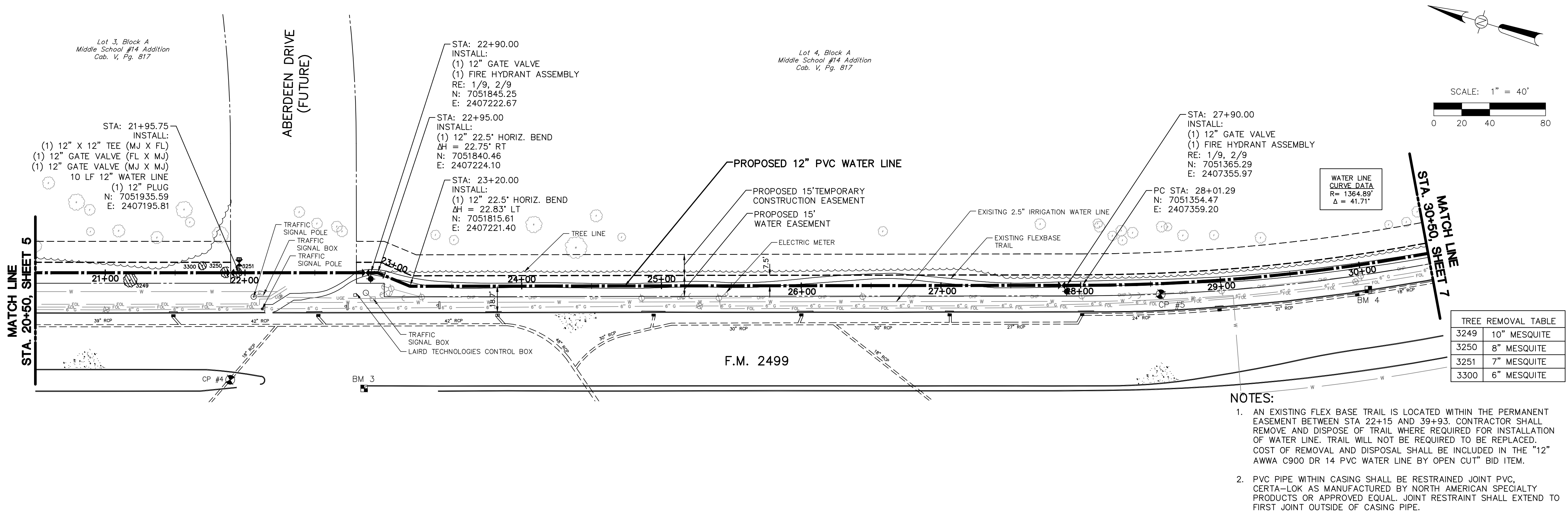
Town of Flower Mound
FM 2499 12-Inch
Water Line Phase III

DATE: MAY 2016	DESIGN: KSS	DRAWN: CEK	CHECKED: WAS	KHA NO.: 061000164
SHEET				

12-INCH WATER LINE
STA 10+50 TO STA 20+50

5

k:\DAL_Municipal\061000164 - FM 2499, Ph. III\Drawg\Sheets\Plan Profile\Profile.dwg



Kimley»Horn

Kimley-Horn and Associates, Inc. 1500 West 10th Street, Suite 100, Omaha, NE 68102-3029
Tel: 402.476.1000 Fax: 402.476.1001 Email: kha@kimley-horn.com

By

Date

Revision

No.

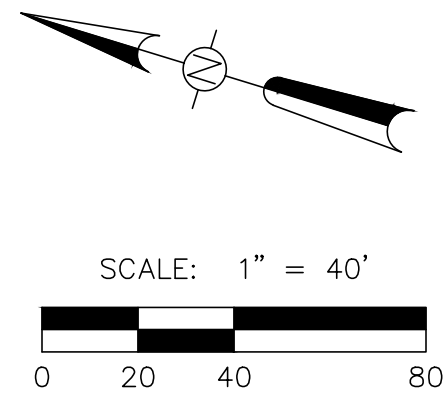
STATE OF NEBRASKA
KIMLEY-HORN & ASSOCIATES, INC.
KYLE S. SANDERSON
113270
LICENSED PROFESSIONAL ENGINEER

Town of Flower Mound
FM 2499 12-Inch
Water Line Phase III

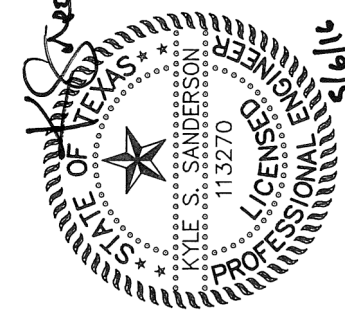
12-INCH WATER LINE
STA 20+50 TO STA 30+50

DATE: MAY 2016
DESIGN: KSS
DRAWN: CEK
CHECKED: WAS
KHA NO.: 061000164

SHEET
6



- # NOTES:
1. IF LANE CLOSURE IS REQUIRED TO MAKE CONNECTION AT 39+93.78, THEN CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING A TRAFFIC CONTROL PLAN. TCP SHALL BE SUBMITTED TO TxDOT AND TOWN FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
 2. AN EXISTING FLEX BASE TRAIL IS LOCATED WITHIN THE PERMANENT EASEMENT BETWEEN STA 22+15 AND 39+93. CONTRACTOR SHALL REMOVE AND DISPOSE OF TRAIL WHERE REQUIRED FOR INSTALLATION OF WATER LINE. TRAIL WILL NOT BE REQUIRED TO BE REPLACED. COST OF REMOVAL AND DISPOSAL SHALL BE INCLUDED IN THE "12" AWWA C900 DR 14 PVC WATER LINE BY OPEN CUT" BID ITEM.
 3. REMOVE AND REPLACE EXISTING STORM SEWER INLET. INLET SHALL BE 5' PRECAST CURB INLET UNDERNEATH ROAD WITH 5' LEFT EXTENSION. PRECAST BASE SHALL BE 3' X 5' WITHOUT REDUCED RISER. INLET SHALL BE IN ACCORDANCE WITH TxDOT STANDARD DETAILS PCU AND PB.



**Town of Flower Mound
FM 2499 12-Inch
Water Line Phase III**

**12-INCH WATER LINE
STA 30+50 TO END**

DATE: MAY 2016
DESIGN: KSS
DRAWN: CEK
CHECKED: MAS
KHA NO.: 061000

7

Kimley»»Horn

No.	Revision	By	Date



TOWN COUNCIL AGENDA ITEM NO. 05

CONSENT ITEM

DATE: June 6, 2016

FROM: David Stallings, Traffic Operations Manager

ITEM: Consider approval of the purchase of traffic signal heads and parts, in the estimated annual amount of \$50,000.00, from McCain Inc., through a City of Grand Prairie contract.

BACKGROUND INFORMATION: In order to expedite timely order of signal heads and parts for the Town of Flower Mound, the Transportation Services Division, since 2014, has been utilizing a City of Grand Prairie Contract for signal heads and parts. Initially expenditures were under \$50,000 per year. However; it is expected that the annual expenditures related to this contract will exceed \$50,000 in the forthcoming years due to the increase in traffic signals and maintenance subsequently performed related to this increase.

The City of Grand Prairie conducted a formal bid process for traffic signal heads and parts in 2014, and awarded the contract to McCain Inc. with a secondary award to Paradigm Traffic Systems, the lowest two responsive and responsible bidders. The initial term of the contract is one year with three one year renewal options. The first year expired on April 30th, 2016 and was subsequently renewed until April 30th, 2017. The items available under this contract are traffic signal heads and parts. Estimated expenditures are expected to exceed \$50,000.00.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contract and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operations of government (such as purchasing necessary materials and equipment). The Town of Flower Mound and the City of Grand Prairie entered into an Interlocal Agreement effective June 1, 2010, and is in effect until terminated by either party.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$50,000.00

Proposed Expenditure:	Account Number(s):
\$50,000.00 estimated annually	100-690-95200-4080

Finance Review by: Tammy Wilson, Executive Director of Financial Services *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. City of Grand Prairie Bid Packet
2. City of Grand Prairie Bid Tab
3. City of Grand Prairie Renewal

RECOMMENDATION: Move to approve the purchase of Traffic Signal Heads and Parts, in the estimated annual amount of \$50,000.00, from McCain Inc., through a City of Grand Prairie Contract.

Solicitation 14058

Traffic Signal Heads & Parts

Bid designation: Public



City of Grand Prairie

Bid 14058

Traffic Signal Heads & Parts

Bid Number **14058**
Bid Title **Traffic Signal Heads & Parts**

Bid Start Date **Jan 22, 2014 2:08:11 PM CST**
Bid End Date **Feb 7, 2014 2:00:00 PM CST**
Question & Answer
End Date **Feb 4, 2014 10:00:00 AM CST**

Bid Contact **Angi Mize**
 Buyer
 Purchasing
 972-237-8262
 amize@gptx.org

Contract Duration **1 year**
Contract Renewal **4 annual renewals**
Prices Good for **Not Applicable**

Bid Comments It is the intent of this specification to obtain an annual price agreement for the purchase of traffic signal heads and parts for the City of Grand Prairie Public Works/Traffic Division.

Information, questions or clarification concerning the intent of these specifications are available by contacting the city Purchasing Division, Ms. Angi Mize, 972-237-8262, amize@gptx.org, Monday - Friday, between 7:30 AM and 4:00 PM.

Added on Jan 27, 2014:

1-27-14 Addendum #1
Revised bid sheet

Added on Jan 27, 2014:

Add addendum #1 (forgot to upload document)

Changes made on Jan 27, 2014 9:19:07 AM CST

New Documents	14058 Traffic Signal Heads - Bid Sheet REVISED 1-27-14.xls
Removed Documents	14058 Traffic Signal Heads - Bid Sheet.xls

Changes made on Jan 27, 2014 9:21:19 AM CST

New Documents	14058 Traffic Signal Heads - Addendum 1.doc
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Item Response Form

Item **14058-- 01-01 - Total from Bid Sheet**
Quantity **1 lump sum**
Unit Price
Delivery Location **City of Grand Prairie**
 Traffic Operations
 1821 S. SH161
 Grand Prairie TX 75052
 Qty 1

Description

Please enter the total from the attached bid sheet.

<i>SUBMIT TO:</i> CITY OF GRAND PRAIRIE PURCHASING DIVISION 326 W. MAIN STREET GRAND PRAIRIE, TX 75050 P.O. BOX 534045 GRAND PRAIRIE, TX 75053-4045 <i>(Above address is for submittal of hard copy.)</i>		Grand Prairie AN EQUAL OPPORTUNITY EMPLOYER CITY OF GRAND PRAIRIE, TEXAS REQUEST FOR BID (RFB) 14058
CONTACT PERSON: Angi Mize		TEL: 972-237-8262
TITLE: Traffic Signal Heads & Parts		SUBMITTAL DEADLINE: Feb 7, 2014 2:00:00 PM CST
		<i>Any proposals received after the time and date listed above, regardless of the mode of delivery, shall not be accepted.</i>
Company: Contact: "Signature": Title:		LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE RFP/RFB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS. <i>(Above is for submittal of hard copy only. This does not apply to electronic bidding.)</i> IF RETURNING AS A "NO BID", PLEASE COMPLETE AND RETURN THE "STATEMENT OF NO BID".
Address (include City, State, Zip): 		THE CITY OF GRAND PRAIRIE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITY IN THE COMPETITIVE BID PROCESS. FURTHER, THE CITY RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN THE BEST INTEREST OF THE CITY. IT IS THE INTENT AND PURPOSE OF THE CITY OF GRAND PRAIRIE THAT THIS REQUEST PERMITS COMPETITIVE BIDS. IT IS THE BIDDER'S RESPONSIBILITY TO ADVISE THE CITY OF GRAND PRAIRIE PURCHASING MANAGER IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATIONS THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS RFP/RFB TO A SINGLE SOURCE. SUCH NOTIFICATION MUST BE SUBMITTED IN WRITING AND MUST BE RECEIVED BY THE PURCHASING MANAGER NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE ABOVE SUBMITTAL DEADLINE.
Phone:		Fax:
eMail:		Web Address:
Tax ID #:		Date:
THE BIDDER HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS OFFER IS BASED ON THE FOLLOWING ADDENDA: #1 ☐ #2 ☐ #3 ☐ #4 ☐ #5 ☐ (Check each applicable addendum)		
The City of Grand Prairie Charter states that no officer or employee of the City can benefit from any contract, job, work or service for the municipality or be interested in the sale to the City of any supplies, equipment, material or articles purchased. Will any officer or employee of the City, or member of their immediate family, benefit from the award of this bid to the above firm? ☐ Yes ☐ No		
By my signature, I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting a bid/proposal for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. The above signed hereby offers to furnish and deliver the goods and/or services as specified at the prices and terms herein stated and in accordance with the Invitation to Bid, Addendums, General Terms and Condition and Specifications, all of which are made a part of this offer. All pages of the City of Grand Prairie's form, including but not limited to the General Terms and Conditions and Specifications are incorporated by reference into this bid for all purposes.		
By signing, bidder further attests that he has read and understands all terms and conditions as stated in the attached specification and is operating in an authorized capacity to execute this bid/proposal. THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.		

**TRAFFIC SIGNAL HEADS & PARTS
SPECIFICATION
BID# 14058**

1. INTENT

It is the intent of this specification to obtain an annual price agreement for the purchase of traffic signal heads and parts for the City of Grand Prairie Public Works/Traffic Division.

2. CONTACT

Information, questions or clarification concerning the intent of these specifications are available by contacting the city Purchasing Division, Ms. Angi Mize, 972-237-8262, amize@gptx.org, Monday - Friday, between 7:30 AM and 4:00 PM.

3. AGREEMENT TERMS AND AWARD

The price agreement shall be for an initial period of one year with four, one year renewal options. The price agreement shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of the City. The City may award one Primary and one Secondary vendor by portions or for the entire bid.

4. PRODUCT/SERVICE REQUIREMENTS

4.1 TRAFFIC SIGNAL HEADS

4.1.1 Each signal head shall be a weather tight assembly of one or more signal faces of the expandable, adjustable, LED type, together with all astro-brackets or other brackets as required and gusseted tube or other fittings necessary for proper mounting. Each signal face shall consist of one or more signal sections, rigidly and securely fastened together, capable of being positively positioned to control the movement of one direction of traffic. Each signal section shall consist of an optical unit, housing door, and visor. All signal heads on a project shall be the product of one manufacturing and confirm to the City standards.

4.1.2 The housing for each signal section shall be made of durable polycarbonate and shall be yellow in color. It shall be clean, smooth and free from flaws, cracks, blowholes, and other imperfections. It shall be designated as a self-contained unit capable of separate mounting or inclusion in a signal face containing two or more signal sections rigidly and in the top and bottom so that it may be rotated between waterproof supporting brackets and thus be capable of being directed at any angle in the horizontal plane. It shall be equipped with positive locking devices to maintain a specific angle of direction when in place. The doors shall be yellow in color and suitably hinged and held securely to the body of the housing by simple stainless steel locking devices. All other door parts, such as hinge pins, lens clips, screws, etc., shall also be of stainless steel material. Neoprene gaskets shall be used between the lenses and reflectors to exclude dust and moisture. The depth of each housing section shall not be greater than 7-1/8" for 12" signal heads. All signal housing shall accept both plastic and aluminum back plates.

4.1.3 All visors shall be made of durable polycarbonate and shall form a tunnel visor. All visors shall be yellow in color, not less than 0.05 inches in thickness. Each visor shall be designed to fit tightly against the housing door. Visors shall be at least 9-1/2" deep for 12" signal sections, and have flat black finish on the inside surface. All visors supporting louvers shall be full circle and constructed of aluminum and have the same physical appearance as the polycarbonate visors.

4.1.4 Each signal head shall have a 6 position terminal block, closed back construction, and 3/8" terminal centers. UL recognized Class C 150 @ 20 amp current rating. Insulator material shall be thermoplastic, glass filled, flame retardant. Slot screws shall be made of steel and be zinc plated.

4.2 ASTRO-BRACKET CLAMP

- 4.2.1** Astro-Brackets is named brand used only to convey type, or owner approved equal. Pelco Astro-Bracket, AS-3009, Steller Series Clamp Kits; Clamp kits shall be aluminum alloy constructed, with stainless steel cable mount, cable being 96" in length. Clamp kits shall include a clamp screw kit with galvanized screw and stainless steel hardware, cable assembly shall include a galvanized cable with stainless steel hardware, and a u-bolt kit shall include a 5/16"-18 u-bolt, stainless steel.

4.3 TRAFFIC SIGNAL HEAD BACK-PLATES

- 4.3.1** Back plates for all 3, 5 and 4 section signal heads shall be constructed from ABS vacuum-formed polycarbonate or Aluminum. All back-plates shall be painted flat black and shall withstand wind loads of 80 mph after installation.
- 4.3.2** All back plates shall be formed with non-reflective heavy duty riveted front surface.
- 4.3.3** All back plates shall have a 5" border width, and shall have a nominal thickness of 0.0625 inches.
- 4.3.4** The finished back plate shall be pre-drilled to fit the signal for which it is designed or shall contain drill starts for field drilling. All back-plates shall be provided with all necessary bolts, nuts and washers for attaching to the signal head.
- 4.3.5** It is the contractor's responsibilities to obtain back-plates compatible with the signal head he intends to furnish. All back-plates on a project shall be identical and product of one manufacture.

4.4 TRAFFIC SIGNAL VISORS

- 4.4.1** All visors shall be made of durable polycarbonate and shall form a tunnel visor. All visors shall be yellow in color, not less than 0.05 inches in thickness. Each visor shall be designed to fit tightly against the housing door. Visors shall be at least 9-1/2" deep for 12" signal sections, and have flat black finish on the inside surface. All visors supporting louvers shall be full circle and constructed of aluminum and have the same physical appearance as the polycarbonate visors.

4.5 TRAFFIC SIGNAL PEDESTRIAN HEADS

- 4.5.1** Shall be a two piece, cast aluminum alloy assembly and LED ready
- 4.5.2** The pole half of the assembly shall be designed to adapt to a wide range of pole configurations (4" [102 mm] minimum diameter). The pole mating surface shall be configured much like terminal compartments used for conventional bracket mounting.
- 4.5.3** Unit construction shall allow for through-bolt, bolt to tapped pole, lag screw and band-it mounting. Through bolt mounting shall accept two 1/2" (13 mm) diameter hex head bolts locate on 9" (229 mm) inch center. A channel with a recessed shoulder shall be included to retain the bolt head (or nut) and thus prevent rotation. Band-it type mounting shall be provided by integrally casting two recessed slots near the top and bottom of the pole half of the assembly. The corners of this slot shall be relieved to prevent damage to the band-it type strapping material. Approximate dimensions of each slot shall be 7/8" (22 mm) wide and 1/8" deep thus adequately retaining 3/4" (19 mm) strapping material.
- 4.5.4** The subject mounting hardware shall allow a "pole to pedestrian signal " clearance of approximately 3"/76mm

- 4.5.5 Unit shall have three sets of screw terminal pairs located on a terminal block in the upper third of the head half of the clamshell assembly. A corresponding rain shield shall be provided in the upper third of the pole half to prevent water intrusion. A closed cell neoprene sponge gasket shall be provided on the mating surfaces of the two halves of the assembly to complete the rain-tight construction.
- 4.5.6 Provisions shall be provided to allow wiring to the field wires by conventional screw type terminals or by quick disconnect. Field wires shall be either AWG 12 or AWG 14.
- 4.5.7 The weight of the unit shall be 5.5 lb./2.94kg. maximum
- 4.5.8 The dimensions of the unit shall be 11.25"/286mm H x 5.5"/140mm W (including hinge ears) x 3.75"/96mm D
- 4.5.9 The units shall warrant for two (2) years from the date of original shipment against defects in workmanship and/or materials.

4.6 PEDESTRIAN BUTTONS (BULLDOG)

- 4.6.1 The push button shall be constructed out of 316 Stainless Steel.
- 4.6.2 Button shall be driven by a Piezo Solid State Switch with a operating tempter of -30 degrees F to 165 degrees F (-34 C to 74 C) and shall have a operating life of greater than 100 million operations.
- 4.6.3 Button shall be yellow in color.
- 4.6.4 Button shall have adaptor plate to fit existing pushbutton stations.

4.7 PEDESTRIAN PUSHBUTTON STATIONS AND SIGN

- 4.7.1 Pushbutton station shall be 9" by 12" or 9" by 15"
- 4.7.2 Pushbutton station shall be yellow in color
- 4.7.3 Pushbutton sign shall be constructed out of .063" thick aluminum
- 4.7.4 Pushbutton sign shall have mounting holes 5/16" and spaced W 7" X L 10" with offset of 1-1/2"
- 4.7.5 Pushbutton sign shall have legend instructing Pedestrian on operation indications i.e. hand, flashing hand, and walk.

4.8 EN2-EZ Communicator Navigator 2 Wire Push Button Station

- 4.8.1 Pushbutton station shall be 9" by 15" (R10-3e)
- 4.8.2 Pushbutton station shall be yellow in color
- 4.8.3 Pushbutton station shall come will all needed material to put in operation i.e. interface boards, programing device.

4.9 LOUVERS

- 4.9.1 7 Deg GPL louver insert
- 4.9.2 GPL louver with yellow visor

5. WARRANTY

Supplies shall be covered by manufacturer's standard warranty. Bidder is required to submit manufacturer's warranty summary upon request.

6. INSURANCE AND DAMAGES

The awarded vendor shall provide and maintain in force, at no cost to the City, all necessary insurance coverage as required by law, for the life of the price agreement and any subsequent extensions. The awarded vendor shall indemnify and hold harmless the City against any and all loss, damage, and expense for any injury to persons or damage to property arising out of or in connection with the manufacturing, delivery, or use of this product.

7. SUPPLIES NOT HEREIN LISTED

Due to many unforeseen needs the City may require over the contract period there may be additional items ordered that are not listed on the bid sheet. All bidders are required to provide a percentage discount from manufacturer's list price for supplies not herein listed in the space provided on the bid sheet. Manufacturer's list price used to calculate cost to the City for any item ordered that is not herein listed shall be the manufacturer's list price that is in effect at the time that the order is placed. Bidder is to provide a discount from manufacturer's list for each manufacturer represented on your bid submittal. If no discount will be given for a particular manufacturer, place a 0 in the space provided.

8. ESTIMATED USAGE

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

9. MINIMUM ORDER CHARGE

Minimum order charges are strongly discouraged. However, the city of Grand Prairie understands that the cost of processing small orders may cause a disadvantage to some bidders. Therefore, minimum order charges will be allowed but shall also be considered in evaluating the lowest and best bid. Bidder shall state minimum order charge, if applicable, in the space provided on the bid sheet.

10. USAGE REPORTS

Annual usage reports by item are highly desired. A bidder's capability to provide these reports will be considered in the evaluation of the lowest and best bid. Bidder shall state capability to provide these reports in the space provided on the bid sheet.

11. BID SUBMITTAL

Bid shall be submitted on the attached Bid Sheet. Prices shall be filled in and extended where applicable. In the event of discrepancy between the unit price and the extended price, the unit price shall prevail.

12. PROPRIETARY INFORMATION

Any material or information that is considered proprietary in nature must be clearly marked as such and will be treated as confidential by the City of Grand Prairie to the extent permitted under the Open Records Act.

13. REFERENCES

List three (3) references, other than **City of Grand Prairie**, who can verify your performance as a vendor, (this should not include buyers or the purchasing office). Performance should include goods or services, similar to those in this bid, within the last twenty-four (24) months. References will be checked, be sure all information is up to date and correct. **Giving out of date information could result in a poor response therefore reducing your best value score.**

14. LOCAL PREFERENCE

Section 271.9051 of the Texas Local Government Code authorizes a municipality, when considering competitive sealed bids, to enter into a contract for certain purchases with a bidder whose principal place of business is in the municipality and whose bid is within **five percent** of the lowest bid if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination price and other economic benefits to the municipality. **Application for Local Bidder Preference must be submitted with bid to be considered by the City of Grand Prairie.**

15. INTER-LOCAL AGREEMENTS

Bidder shall state on the Cooperative Inter-local Purchasing form whether they will agree to other governmental entities entering into inter-local agreements on this price agreement at the same prices and conditions with the exception of deliveries being ordering agencies location as opposed to within the city limits of Grand Prairie.

16. BID EVALUATION

Award will be based on an overall low bid meeting specifications. The City of Grand Prairie reserves the right to accept or reject any and all bids in whole or in part and waive any informality in the competitive bid process. Further, the city reserves the right to enter into any contract deemed to be in the best interest of the city.

17. ORDERS AND INVOICING

Orders will be placed by the Traffic Division. A Purchase Order Number is required for all purchases. All invoices must be clearly marked with Purchase Order Number in order to be processed. Separate invoices will be required for each individual order and shall be mailed to 1821 S. SH161, Grand Prairie, TX 75052. As a Municipal Government, the City of Grand Prairie is exempt from all sales and excise taxes. **DO NOT INCLUDE TAXES** in price bid. Tax Exemption Certificates will be issued to successful vendor(s) upon request.

18. DELIVERY

Supplies shall be bid as FOB Destination and price bid must include delivery to the City of Grand Prairie 1821 S. SH16, Grand Prairie, Texas 75052.

19. SPECIAL DELIVERY

In the event that a rush delivery is required by the ordering department, the additional cost between the standard delivery method and the Special Delivery method may be billed to the ordering department. Vendor must provide proof of additional cost with the invoice. (i.e. Invoice or statement showing the actual cost of the special delivery along with a statement of what the cost would have been for standard delivery.)

20. PAYMENT

The supplies furnished in accordance with this specification will be paid for at the unit price or percentage discount bid within 30 days of receipt of good or invoice, whichever is later.

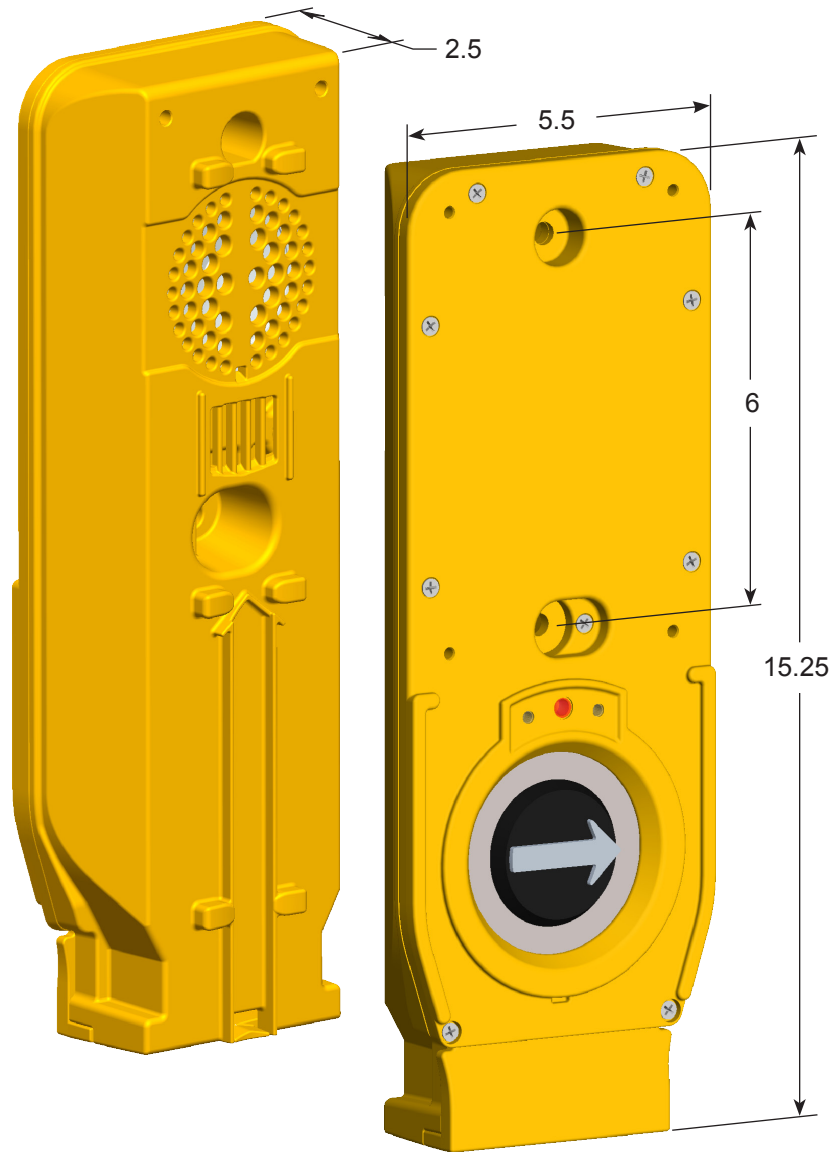
21. PRICE RE-DETERMINATION

Price re-determination shall only be considered by the city 45 days prior to the anniversary date of initial contract award and subsequent renewals and shall be substantiated in writing (i.e. Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law; Federal/State unemployment taxes; F.I.C.A.; Insurance Coverage rates, etc.). The city of Grand Prairie reserves the right to reject any/all of the price re-determination as it deems to be in the best interest of the city.

22. TERMINATION

Price agreement may be terminated by the City for poor or non-performance by vendor after a 30 day written notice to make improvements and requested improvements were not made. Price agreement may be terminated by either the vendor or the City at any time without cause with a written 30 day notice of intent to terminate.

EN2 – EZ Communicator Navigator 2 Wire Push Button Station



The EZ Communicator Navigator 2 Wire Push Button Station (EN2 PBS) is the pedestrian interface to the EZ Communicator Navigator Accessible Pedestrian System. A system includes a Central Control Unit (CCU2EN), an E-Configurator, and up to 16 Push Button Station (4 maximum per channel). The EN2 PBS provides valuable information and cues via both a vibrating arrow button and audible sounds making the intersection accessible for all pedestrians. All sounds emanate from the back of the unit. A sunlight-visible red LED latches "ON" to confirm the button has been pushed. The EN2 PBS includes the body (shown), sign, ADA compliant push button and mounting hardware.

By interfacing with the CCU2EN that installs in the traffic control cabinet, the EN2 PBS can provide the following standard features:

- Confirmation of button push via latching LED, sound, and tactile bounce
- Direction of travel (with extended button push)
- Standard locating tone during Don't Walk (and Clearance if desired)
- Cuckoo, Chirp, Rapid Tick, Verbal, or user customized voice messages during walk. A total of 10 walk sound options are included with an additional 2 locations for custom voice messages / walk sounds
- Vibrating button during walk
- Choice of 4 locating tones, custom sound, or verbal countdown during PED clearance
- All sounds automatically adjust to ambient over 60dB range
- Most sounds have a minimum and maximum volume independently set
- Sounds are synchronized across all PBSs
- Extended button push can turn on, boost volumes, and/or mute all sounds except those on the activated crosswalk
- Can provide pre-configured special messages played throughout the entire intersection upon a central system activated signal (preemption)
- Custom audio messages easily changed via USB port
- Firmware updates provided through USB port
- Independent ambient adjustment setting for the locate tone which allows fine adjustments for low ambient conditions
- Two separate program configurations with all options available which can be switched via external input

All yellow color unit shown for clarity. Standard unit has Black base.

Operating Specifications

Parameter	Rating
Operating Temperature Range	-34°C to +74°C (-30°F to +165°F)
Storage Temperature Range	-45°C to +85°C (-50°F to +185°F)
Operating Force	3.0 lbs Maximum
MTBF	3,000,000 hours
Switch Operating Life	Greater than 20 Million Operations
Maximum Volume	100 dB @ 1 meter
Minimum Ambient Sound	37 dBA
Audio Quality	3% THD plus Noise @ 1 kHz

Design Compliance

Test Type	Compliance
Functionality	MUTCD 2009 - 4E
Temperature and Humidity	NEMA TS 2
Transient Voltage Protection	NEMA TS 2
Transient Suppression	IEC 61000-4-4, IEC 61000-4-5
Electronic Noise	FCC Title 47, Part 15, Class A
Mechanical Shock and Vibration	NEMA TS 2
EN2 PBS Enclosure	NEMA 250 - Type 4X
Electrical Reliability	NEMA TS 4

Notes:

1. Applicable sections only of reference standards.
2. All specifications are subject to change without notice.
3. All specifications are Typical unless otherwise specified.

The 2 Wire Navigator's preferred field wiring is to have a pair of wires (+ and -/common) for each CCU2EN channel with from one to a maximum of four Push Button Stations per channel. Polara cannot guarantee a 2 wire system will work properly in all instances, especially if a single common to the buttons and signal lighting is shared. Each case will have to be tried and proven because it depends on the condition of the wires, splices, etc... In the event the 2 Wire system does not work, Polara will swap it out for a 4 Wire system as long as there is no damage to the units.

Terminal screws on each EN2 PBS include washers (clamping plates) intended for bare wire. Crimp Terminals are not recommended.

EN2 5 A N 0 - B -BD-WTT-EB

Additional Available Options

Button Options

- NA - No Arrow
- BD - Bi-Directional Arrow

Wood Pole Mount

- WTT - Threaded Conduit Hole on Top Side

Other Options

- WPC - with Pole Cap
- ES - External Speaker Option
- EB - External Button Option

Body Color

(Base is always black. Lid color is designated by -B, -G, or -Y.)

- B - Black Front
- G - Green Front
- Y - Yellow Front

Audio Message Options

- 0 - Standard Messages
- 1 - Custom Messages

Braille

- N - No Braille on Face Plate
- B - Braille on Face Plate

Face Plate

MUTCD Compliant

- V - 9x12 R10-3
- U - 9x12 R10-3b
- T - 9x15 R10-3e

Non-MUTCD Compliant

- A - 5x7 - International
- B - 5x7 - Informational
- C - 9x12 - Countdown
- D - 5x7 or 9x12 - International Sign
- O - (Letter O) - No Sign

Size of Face Plate

- 5 - 5" x 7 3/4"
- 9 - 9" x 12"
- 3 - 9" x 15"

Navigator Family

- EN2 - EZCommunicator Navigator 2 Wire Push Button Station

TRAFFIC SIGNAL HEADS & PARTS				Vendor:	
BID SHEET ~ RFB # 14058				Contact:	
All prices shall include any and all delivery fees, including but not limited to freight, fuel surcharge, and environmental fees				Email:	
				Phone:	
				City/State:	
ITEM	DESCRIPTION	QTY	UOM	UNIT PRICE	Extended Price
1	3 Section 12" Heads	40	each		
2	4 Section 12" Heads	40	each		
3	5 Section 12" Heads	40	each		
4	3 Section Back Plates Aluminum	40	each		
5	3 Section Back Plates ABS Vacuum formed Poly Carbonate	40	each		
6	4 Section Back Plate ABS Vacuum formed Poly Carbonate	40	each		
7	4 Section Back Plates Aluminum	40	each		
8	5 Section Back Plate ABS Vacuum formed Poly Carbonate	40	each		
9	5 Section Back Plates Aluminum	40	each		
10	Astro Brackets w/mounting hardware	60	each		
11	Gusset tube for 3 section	30	each		
12	Gusset tube for 4 section	30	each		
13	Gusset tube for 5 section	30	each		
14	Visors	110	each		
15	Pedestrian Heads (Right)	20	each		
16	Pedestrian Heads (Left)	20	each		
17	Pedestrian Head Clamshell Mounting Hardware	40	each		
18	Pedestrian Pushbutton	40	each		
19	Pedestrian Pushbutton Station 9" x 12"	40	each		
20	Pedestrian Signs 9" X 12"	40	each		
21	Pedestrian Signs 9" X 15" (R10-3e)	40	each		
22	EN2-EZ Communicator Naigator 2 Wire Push Button Station	20	each		
23	CCU for EN2-EZ Communicator Naigator 2 Wire Push Button Station	4	each		
24	7 Deg GPL Louver Insert	20	each		
25	GPL Louver w/yello visor	20	each		
26	Percentage Discount for Items Not Specified	1	percentage		\$ 1,000.00
Total					

Traffic Signal Heads & Parts 14058

BIDDER REFERENCES

List three (3) references, other than **city of Grand Prairie**, who can verify your performance as a vendor, (this should not include buyers) Performance should include goods or services, similar to those in this bid, within the last twenty-four (24) months. References will be checked, be sure all information is up to date and correct. ***Giving out of date information could result in a poor response therefore reducing your best value score.***

1. Company Name:

Address:

Contact Person:

Phone/Fax: /

Email:

Description of work:

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	6

2. Company Name:

Address:

Contact Person:

Phone/Fax: /

Email:

Description of work:

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	6

3. Company Name:

Address:

Contact Person:

Phone/Fax: /

Email:

Description of work:

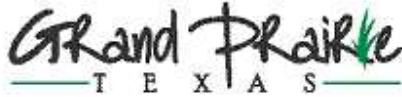
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CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.		OFFICE USE ONLY
1	Name of person who has a business relationship with local governmental entity.	
2	☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3	Name of local government officer with whom filer has employment or business relationship. Name of Officer This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each employment or business relationship with the local government officer named in this section.	

[illegible]

Adopted 06/29/2007

Company Represented

**MINORITY/HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
QUESTIONNAIRE**

A Minority/HUB business is one in which at least 51% of the business is owned, operated, and actively controlled and managed by a minority or woman. Some exceptions are: 1) Sole Proprietorships are required to be 100% owned and controlled by a minority or woman and 2) each entity within a Joint Venture is required to be a HUB.

It is a goal of the City of Grand Prairie to provide equal opportunity for all businesses that want to supply goods and/or services to the City.

In an effort to promote bid opportunities to Minority/HUB vendors that are not on the distribution list for bids, the City searches the State of Texas Master Bid List for HUB vendors to include in the distribution of Notices for Bid. For information on becoming a HUB certified vendor with the State of TX, contact (512) 463-5872.

The City cannot give preference in a bid evaluation to a vendor on the basis of Minority/HUB status. However, we would appreciate it if you would take a moment to complete the following so that we may statistically track our progress:

1. Is company certified by the State of Texas as a HUB?

☒ Yes ☐ No

If yes, please state Certification Number:

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2. Is company certified by NCTRCA as a Minority Business?

☒ Yes ☐ No

3. Is company certified by any other agency as a Minority Business?

☒ Yes ☐ No

If yes, what agency/agencies?

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4. Is company a self designated Minority Business?

☒ Yes ☐ No

5. Which of the following groups qualifies your company as a Minority/HUB? (If Women is qualifier, include ethnicity also).

☞ Asian-Pacific Americans - which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust territories of the Pacific and the Northern Marinas; Subcontinent Asian Americans whose origins are from India, Pakistan, Bangladesh, Sri Lanka, Bhutan or Nepal;

☞ Black Americans - which includes persons having origins in any of the Black racial groups of Africa;

⌚ Hispanic Americans - which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, Spanish or Portuguese culture or origin, regardless of race;

⌚ Native Americans - which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians; and

⌚ Women - which includes all, American women of any ethnicity.

Company Responding:

THANK YOU!

PURCHASING DIVISION P.O. BOX 534045 GRAND PRAIRIE, TX 75053-4045 972/237-8269 FAX
972/237-8265



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-
-
APPLICATION FOR LOCAL BIDDER PREFERENCE CONSIDERATION

Section 271.9051 of the Texas Local Government Code authorizes a municipality, when considering competitive sealed bids, to enter into a contract for certain purchases with a bidder whose principal place of business is in the municipality and whose bid is within **five percent** of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 and contracting with the local bidder would provide the best combination of price and other economic benefits to the municipality.

This “APPLICATION FOR LOCAL BIDDER PREFERENCE CONSIDERATION” does not mean that the City of Grand Prairie is limiting responses to their request for bids/proposals to only those businesses located within the city limits. All bids/proposals are welcome.

Bidders who wish to qualify under the LOCAL PREFERENCE LAW must have their principal place of business located within the Grand Prairie City Limits.

If your principal place of business is within the Grand Prairie City limits and you want to apply for local preference consideration, then you must provide a tax certificate for the most current year marked PAID, and complete the information on the following page.

The full text of the Local Government Code related to Purchasing and Contracting Authority of Municipalities, Counties, and certain other Governments is available at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.271.htm#271.9051>. Detailed information related to local bidders is found in Section § 271.9051 “CONSIDERATION OF LOCATION OF BIDDER’S PRINCIPAL PLACE OF BUSINESS IN CERTAIN MUNICIPALITIES”.

Questions should be addressed to the Purchasing Division at 972-237-8271.

LOCAL PREFERENCE CONSIDERATION APPLICATION

For vendors whose business is located within Grand Prairie city limits

The City Council requires the following information for consideration of location of a bidder's principal place of business in award of bid:

1. Location Eligibility:

Principal place of business is defined herein as any business which owns or leases a commercial building within the City limits and uses the building for actual business operations. Is company's principal place of business within the City Limits of Grand Prairie, Texas?

- a. If yes, identify name of business/DBA, address, and business structure (sole proprietorship, partnership, corporation, or other).

i. Business Name:

ii. Address:

iii. Business Structure:

- b. Name and city of residence of owner(s)/partners/corporate officers; as applicable.

i. Name/Title:

ii. City of Residence:

If more than 1 owner/partner/corporate officer exists, attach a separate sheet of paper with remaining person(s) information.

2. General Business Information:

- a. Year business established (Grand Prairie location).

- b. Most recent year property valuation; real and personal property. \$

- c. Annual taxable sales originating/payable to Grand Prairie facility? \$

- d. Is business current on all property and sales taxes at the time of this bid?

- e. Total number of current employees assigned to Grand Prairie facility?

- b. Total number of above employees who are residents of Grand Prairie?

3. Economic Development benefits that would result from award of this contract:

- a. Number of jobs that will be created or retained at GP facility if awarded bid?

- b. Amount of City of Grand Prairie sales tax collected and paid for prior tax year? \$

- c. Amount of City of Grand Prairie ad valorem taxes paid for prior tax year? \$

- d. Will local subcontractor(s) utilized if awarded this bid? If yes, attach a list of Company and value for each.

- e. Other economic development benefit deemed pertinent by applicant. Attach separate sheet if necessary.

City Bid/Quote Number for which local preference is requested:

Certification of information:

The undersigned does hereby affirm that the information supplied is true and correct as of the date hereof, under penalty of perjury.

Company Name

/

Date

Signature

/

Print Name

 **Tax certificate for the most current year marked PAID is attached**



**CITY OF GRAND PRAIRIE
COOPERATIVE INTERLOCAL PURCHASING FORM**

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes

No

If you, the Vendor checked yes, the following will apply: Government Entities utilizing Inter-Governmental Contracts with the City of Grand Prairie will be eligible, but not obligated, to purchase goods and services under this contract (s) awarded as a result of this bid. All purchases by Governmental Entities other than the City of Grand Prairie will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Grand Prairie will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their goods and services as needed.

**BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ ABOVE COOPERATIVE
INTERLOCAL GUIDELINES AND AGREE TO THE TERMS AND CONDITIONS HEREIN.**

Bid Title: Traffic Signal Heads & Parts	Bid Number: 14058
Company Name and Address	Signature of Authorized Agent and Title
Telephone No.:	Date:

CITY OF GRAND PRAIRIE, TEXAS STANDARD TERMS AND CONDITIONS OF BIDDING

1. **INSTRUCTIONS:** These instructions apply to all bids and become a part of terms and conditions of any bid submitted.
2. **BEST INTEREST:** The City reserves the right to reject any or all responses and to waive formalities. The city also reserve the right to purchase through State awarded contracts or other intergovernmental agreements when it is in the best interest of the city.
3. **QUANTITY:** Bids must be submitted on units of quantity specified.
4. **MAKE-MODEL:** Items must be the best and latest model available of the type specified. Please quote as listed or equal. If item offered is other than as specified, bidder must indicate make, model and part number of product quoted. Complete catalog or brochure showing in detail the item offered must accompany the bid, if available.
5. **SPLIT AWARD:** The City of Grand Prairie reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.
6. **PRICING:** Price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in this document.
7. **F.O.B./DAMAGE:** Quotations shall be F.O.B. Delivered, Municipal Facility, Grand Prairie, Texas, and shall include all delivery and packaging costs. The City of Grand Prairie assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
8. **INVOICES:** Invoices must be submitted by the successful bidder in duplicate to the City of Grand Prairie, Accounting Department, P.O. Box 534045, Grand Prairie, Texas, 75053-4045.
9. **PAYMENT TERMS:** Payment terms are Net 30 unless otherwise specified by the City in this document.
10. **TAXES:** The City of Grand Prairie is exempt from Federal Manufacture's Excise, and State Sales taxes. TAX MUST NOT BE INCLUDED IN BID. Tax exemption certificates will be executed by the City and furnished upon request.

11. **SPECIFICATION-VARIANCES:** Any catalog, brand name, or manufacturer's reference in the Request for Quotation is descriptive and NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify that the article offered is equivalent to specifications.
12. **SPECIFICATION SAMPLES** The city of Grand Prairie reserves the right to request samples, at vendors' expense, after the bid opening. Samples may be returned if the vendor arranges for postage or pick-up. DO NOT PROVIDE SAMPLES UNLESS REQUESTED.
13. **QUESTIONS** may be directed to Bidsync.com. Answers will be posted on Bidsync.com.
14. **DELIVERY PROMISE-PENALTIES:** Quotations MUST show the number of calendar days required to place the materials in the possession of the City. DO NOT quote shipping dates. Consistent failure of a bidder to meet his delivery promises without valid reason may be cause for removal from the Bid List.

When delivery delay can be foreseen, the bidder shall give prior notice to the Purchasing Division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Division to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
15. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
16. **DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.
17. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
18. **EVALUATION:** Response to specification is primary in determining the lowest responsible bid.
19. **FUNDING:** The City of Grand Prairie is a home-rule municipal corporation operated and funded on an Oct. 1 to Sept. 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
20. **ASSIGNMENT:** Successful bidder shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the Purchasing Division.

21. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities who have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City of Grand Prairie. The City of Grand Prairie has executed Interlocal Agreements, as permitted under Chapter 791 et seq, of the Texas Government Code, with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.
22. **AUDIT:** The City of Grand Prairie reserves the right to audit the records and performance of successful bidder during the term of the contract and for three years thereafter.
23. **PROTESTS:** All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Manager within five (5) working days following opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary. All staff recommendations will be made available for public review prior to consideration by the City Council.

24. **NO BID:** If bidder does not wish to submit a bid at this time but wishes to remain on the bid list for this product/service, please submit a "NO BID" by the same time and at same location as stated for bidding. If a response is not received in the form of a "BID" or "NO BID" for three (3) consecutive IFB's, a bidder shall be removed from bid list. If however, you choose to "NO BID" this product and/or service and wish to remain on bid list for other commodities and/or services, please state the particular product and/or service under which you wish to be classified. The City of Grand Prairie is very conscious and extremely appreciative of the time and effort you must have expended to submit a bid. We would appreciate you indicating on your "NO BID" response any requirements of this bid request which may have influenced your decision to "NO BID".
25. **WITHDRAWAL OF BIDS:** A bid may not be withdrawn or cancelled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.
26. **PRESENTATION OF BIDS:** No oral, telegraphic, telephonic, or facsimile bids will be considered. Bids shall be received via Bid Sync or delivered to 326 W. Main Street, Grand Prairie, TX 75050, or mailed to P.O. Box 534045, Grand Prairie, TX 75053-4045. Unless otherwise stated in the specification.
27. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Grand Prairie.

28. **ADDENDA:** Any interpretations, corrections, or changes to this Invitation for Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Grand Prairie Purchasing Manager. Addenda will be issued via Bid Sync.
29. **MINIMUM STANDARDS FOR PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
- A. have adequate financial resources, or the ability to obtain such resources as required;
 - B. be able to comply with the required or proposed delivery schedule;
 - C. have a satisfactory record of performance;
 - D. have a satisfactory record of integrity and ethics;
 - E. be otherwise qualified and eligible to receive an award of a contract. The City of Grand Prairie may request representation and other information sufficient to determine bidder's ability to meet those minimum standards listed above.
30. **BIDDER SHALL PROVIDE** with this bid response, all documentation required. Failure to provide this information may result in rejection of bid.
31. **SUCCESSFUL BIDDER SHALL** defend, indemnify and save harmless the City of Grand Prairie and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with costs which may be obtained against the City of Grand Prairie and participating entities growing out of such injury or damages.
32. **TERMINATION** The City reserves the right to terminate without advance notice for non or poor performance by vendor. Price agreements may be terminated by either the vendor or the City at any time without cause with a written 30-day notice of intent to terminate.
33. **LIQUIDATED DAMAGES:** If the CONTRACTOR fails to complete the contract in the number of calendar days bid or the calendar date specified in the proposal, a time charge may be made for each calendar day thereafter.

The time set forth in the proposal for the completion of the work is an essential element of the contract. For each calendar day under the conditions described in the preceding paragraph that any work shall remain incomplete after the expiration of the calendar days allowed, an amount per day may be deducted from the money due or to become due the CONTRACTOR, not as a penalty, but as liquidated damages and added expense for the city of Grand Prairie.

34. **TESTING:** Testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.
35. **REMEDIES:** The successful bidder and City of Grand Prairie agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
36. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas.
37. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
38. **NO PROHIBITED INTEREST:** If the bid exceeds \$5,000, bidder acknowledges and represents they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states in part that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service...."
39. **LOCAL GOVERNMENT CODE** Chapter 271.905 provides that in certain circumstances the city may purchase from "...the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities..."
40. **PRICE REDETERMINATION:** A price re-determination may be considered by the city of Grand Prairie only at the anniversary date of the contract and must be substantiated in writing. Requests for price re-determination must be received by the City at least 45 days prior to the anniversary date of the price agreement to be considered. The city of Grand Prairie reserves the right to reject any/all price redetermination requests as it deems to be in the best interest of the City.

INSURANCE and INDEMNITY

-

Insurance

The bidder, acting as an independent contractor, must provide the following insurance, which must be kept in force during the term of the contract. Performance under the contract will not start until this obligation has been met.

<u>TYPE</u>	<u>AMOUNT</u>
1. Workers' Compensation	Statutory
2. Employer's Liability	\$1,000,000
3. Comprehensive General Liability Premises Operations Products Operations Hazard Contractual Insurance	\$1,000,000 (Combined Single Limit)
4. Comprehensive Automobile Liability	\$1,000,000 (Combined Single Limit)

The successful contractor must provide insurance certificates satisfactory to the city of Grand Prairie within ten (10) working days after notification of award. Generally with a carrier authorized to do business in Texas and rated "A" or better in the current Best Key Rating Guide. Failure to supply such insurance shall be a breach of the contract. All policies shall be of the "occurrence type" and the city of Grand Prairie shall be listed as an additional insured (to the extent Contractor/City are indemnified pursuant to the indemnity provisions herein) on all certificates of insurance. Additional Insured Clauses does not apply to Workers' Compensation and Employer's Liability. A waiver of Subrogation Clause, naming the city of Grand Prairie "shall be included" on all types of coverages.

Thirty (30) days prior written notice to the city of cancellation or material change endorsement shall be attached to all policies.

Insurance certificate to be submitted to: Purchasing Division, P.O. Box 534045, Grand Prairie, Texas 75053-4045. Bid number shall be included on certificate.

Indemnity

The successful contractor shall defend, indemnify and save harmless the city of Grand Prairie and all its officers, agents and employees who are participating in this contract from all suits, actions, or other claims of any character, name and description brought for or on account of any negligent act or fault of the contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the city of Grand Prairie and participating entities growing out of such injury or damages.



**TRAFFIC SIGNAL HEADS & PARTS
RFB #14058
ADDENDUM #1**

January 27, 2014

1. Revised Bid Sheet

**Revised line 10 to include mounting hardware
Changed line 11 from bolts as individual items to Gusset tube for 3 section
Added line items for Gusset tubes for 4 & 5 section;
Added line item for CCU for push button station
Re-numbered line items 12-26**

Angi Mize
Buyer
(972) 237-8262

Question and Answers for Bid #14058 - Traffic Signal Heads & Parts

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Vendor withdrew bid

TRAFFIC SIGNAL HEADS & PARTS BID SHEET ~ RFB # 14058 <u>All prices shall include any and all delivery fees, including but not limited to freight, fuel surcharge, and environmental fees</u>				Vendor:	Consolidated Traffic		McCain Inc		Paradigm Traffic	
				Contact:	David Ayers		Rita Raymond		Jerry Priester	
				Email:	president@ctc-traffic.com		tbryant@mccain-inc.com		estimating@paradigmtraffic.com	
				Phone:	817-265-3421		760-734-5060		817-831-9406	
				City/State	Arlington, TX		Vista, Ca		Fort Worth, TX	
				UNIT	Extended Price	UNIT	Extended Price	UNIT	Extended Price	
TEM	DESCRIPTION	QTY	UOM	PRICE		PRICE		Price		PRICE
1	3 Section 12" Heads	40	each	\$ 145.88	\$ 5,835.20	\$ 226.50	\$ 9,060.00	\$ 380.00	\$ 15,200.00	
2	4 Section 12" Heads	40	each	\$ 190.59	\$ 7,623.60	\$ 267.00	\$ 10,680.00	\$ 475.00	\$ 19,000.00	
3	5 Section 12" Heads	40	each	\$ 234.12	\$ 9,364.80	\$ 316.50	\$ 12,660.00	\$ 573.00	\$ 22,920.00	
4	3 Section Back Plates Aluminum	40	each	\$ 27.06	\$ 1,082.40	\$ 19.00	\$ 760.00	\$ 32.00	\$ 1,280.00	
5	3 Section Back Plates ABS Vacuum formed	40	each	\$ 40.00	\$ 1,600.00	\$ 28.50	\$ 1,140.00	\$ 55.00	\$ 2,200.00	
6	4 Section Back Plate ABS Vacuum formed	40	each	\$ 48.24	\$ 1,929.60	\$ 35.00	\$ 1,400.00	\$ 62.00	\$ 2,480.00	
7	4 Section Back Plates Aluminum	40	each	\$ 36.47	\$ 1,458.80	\$ 25.00	\$ 1,000.00	\$ 35.00	\$ 1,400.00	
8	5 Section Back Plate ABS Vacuum formed	40	each	\$ 52.94	\$ 2,117.60	\$ 40.00	\$ 1,600.00	\$ 72.00	\$ 2,880.00	
9	5 Section Back Plates Aluminum	40	each	\$ 43.53	\$ 1,741.20	\$ 36.00	\$ 1,440.00	\$ 50.00	\$ 2,000.00	
10	Astro Brackets w/mounting hardware	60	each	\$ 91.53	\$ 5,491.80	\$ 64.00	\$ 3,840.00	\$ 67.00	\$ 4,020.00	
11	Gusset tube for 3 section	30	each	\$ 22.29	\$ 668.70	\$ 24.00	\$ 720.00	\$ 19.00	\$ 570.00	
12	Gusset tube for 4 section	30	each	\$ 28.18	\$ 845.40	\$ 29.00	\$ 870.00	\$ 28.00	\$ 840.00	
13	Gusset tube for 5 section	30	each	\$ 33.82	\$ 1,014.60	\$ 34.50	\$ 1,035.00	\$ 34.00	\$ 1,020.00	
14	Visors	110	each	\$ 7.06	\$ 776.60	\$ 7.50	\$ 825.00	\$ 11.00	\$ 1,210.00	
15	Pedestrian Heads (Right)	20	each	\$ 95.29	\$ 1,905.80	\$ 67.00	\$ 1,340.00	\$ 95.00	\$ 1,900.00	
16	Pedestrian Heads (Left)	20	each	\$ 95.29	\$ 1,905.80	\$ 67.00	\$ 1,340.00	\$ 95.00	\$ 1,900.00	
17	Pedestrian Head Clamshell Mounting Hard	40	each	\$ 52.94	\$ 2,117.60	\$ 36.00	\$ 1,440.00	\$ 44.00	\$ 1,760.00	
18	Pedestrian Pushbutton	40	each	\$ 75.19	\$ 3,007.60	\$ 96.00	\$ 3,840.00		\$ -	
19	Pedestrian Pushbutton Station 9" x 12"	40	each	\$ 56.30	\$ 2,252.00	\$ 99.00	\$ 3,960.00	\$ 133.00	\$ 5,320.00	
20	Pedestrian Signs 9" X 12"	40	each	\$ 17.00	\$ 680.00	\$ 20.00	\$ 800.00	\$ 14.00	\$ 560.00	
21	Pedestrian Signs 9" X 15" (R10-3e)	40	each	\$ 81.00	\$ 3,240.00	\$ 20.00	\$ 800.00	\$ 38.00	\$ 1,520.00	
22	EN2-EZ Communicator Naigator 2 Wire Pu	20	each	\$ 356.00	\$ 7,120.00	\$ 438.00	\$ 8,760.00		\$ -	
23	CCU for EN2-EZ Communicator Naigator 2	4	each	\$ 2,310.00	\$ 9,240.00	\$ 2,792.00	\$ 11,168.00		\$ -	
24	7 Deg GPL Louver Insert	20	each	\$ 44.47	\$ 889.40	\$ 88.00	\$ 1,760.00	\$ 141.00	\$ 2,820.00	
25	GPL Louver w/yello visor	20	each	\$ 152.18	\$ 3,043.60	\$ 137.00	\$ 2,740.00	\$ 153.00	\$ 3,060.00	
26	Percentage Discount for Items Not Specifie	1	%	0	\$ 1,000.00	0	\$ 1,000.00	0	\$ 1,000.00	
Total					\$ 77,952.10		\$ 85,978.00		\$ 96,860.00	

ID**5876****Department:**

Purchasing for Streets

Vendor Name:

McCain, Inc.

Project Name:

14058 R2 Traffic Signal Heads & Parts - McCain, Inc. - Primary amendment 2

Work Order Number(s):**Account Number:**

0

Contract Amount:

\$85,978.00

Implementation Date:

5/1/2016

Termination Date:

4/30/2017

City Council Appr. Date:

3/4/2014

Insurer A Name:

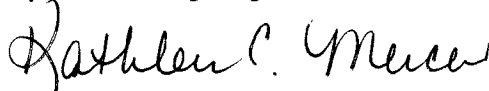
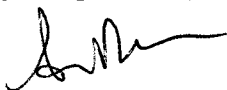
Travelers Property Casualty Co.

Insurer A Expiration:

11/1/2016

Insurer B Name:**Insurer B Expiration:****Insurer C Name:****Insurer C Expiration:****Insurer D Name:****Insurer D Expiration:****Insurer E Name:****Insurer E Expiration:****Return Executed Copy To:**

Britni Bridges, Purchasing Interoffice mail

Department Manager Signature:**City Attorney Signature:****City Manager/Deputy City Manager Signature:****City Secretary Signature:**
Date:

March 3, 2016

Date:

3/7

Date:

3.8.16

Date:

3-8-2016

AMENDMENT TO PRICE AGREEMENT CONTRACT
NON MONETARY CHANGE
CITY OF GRAND PRAIRIE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

THIS AMENDMENT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "CITY", and **MCCAIN, INC.** (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide traffic signal heads & parts per bid award resulting from vendor's response to RFB #14058, submitted by Travis Bryant on January 22, 2014; and

WHEREAS, the above referenced agreement was for an initial term of one year with the option to renew for four additional one year period(s), totaling \$429,890.00 if all extensions were exercised. This Contract was effective as of April 21, 2014, and was to terminate at midnight on April 30, 2015, unless the parties mutually agreed in writing to extend the term of the Contract through an allowable renewal option, or, unless otherwise terminated as provided in paragraph XV of the original contract;

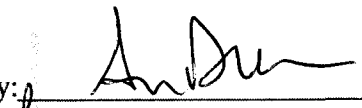
WHEREAS, the first of four available renewal options was executed on February 19, 2015 and extended the term of the contract through April 30, 2016; and

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the parties agree as follows:

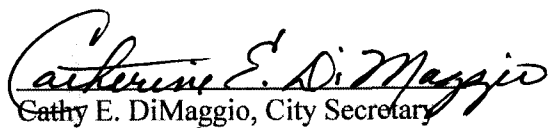
1. The parties mutually agree to extend the term of the contract and execute the second of the four available renewal options and extend the contract expiration to midnight on April 30, 2017 at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through an additional allowable renewal option, or, unless otherwise terminated as provided in paragraph XV of the original contract; and
2. The estimated annual amount to be paid to VENDOR under such contract shall remain the sum of \$85,978.00, to reflect the contract renewal; and
3. This shall constitute an Authorization for extension of price agreement as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

EXECUTED this the 23rd day of February, 2016.

CITY OF GRAND PRAIRIE, TEXAS

By: 
Tom Cox, Deputy City Manager

ATTEST:


Cathy E. DiMaggio, City Secretary
3-8-2016

APPROVED AS TO FORM:


Donald R. Postell, City Attorney

MCCAIN, INC.

By: 
Printed
Name: Travis Bryant
Title: Tx - Sales

Client#: 28205

MCCAINC

Attachment 3

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barney & Barney, A Marsh & McLennan Ins Agy LLC PO Box 85638; CA Lic #0H18131 San Diego, CA 92186	CONTACT NAME: Kris Farmer PHONE (A/C, No, Ext): 858-587-7551 E-MAIL ADDRESS: krisf@barneyandbarney.com		FAX (A/C, No): 858-909-9802
	INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Property Casualty Co.		NAIC # 25674
INSURED McCain, Inc. 2365 Oak Ridge Way Vista, CA 92081	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

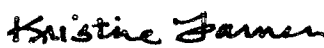
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	X		6602F062019	11/01/2015	11/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	N/A	HJUB2F019054	11/01/2015	11/01/2016	☒ WC STATUTORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Bid #14058 R1 Traffic Signal Heads & Parts. City of Grand Prairie is an Additional Insured to the extent provided by the policy language per attached in favor of the City of Grand Prairie. Notice of Cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Grand Prairie Purchasing Division P.O. Box 534045 Grand Prairie, TX 75053-4045	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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INSURED: McCain, Inc.

POLICY #: 6602F062019

POLICY PERIOD: 11/01/2015

TO 11/01/2016

TECHNOLOGY XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <p>A. Reasonable Force Property Damage – Exception To Expected Or Intended Injury Exclusion</p> <p>B. Non-Owned Watercraft Less Than 75 Feet</p> <p>C. Aircraft Chartered With Pilot</p> <p>D. Damage To Premises Rented To You</p> <p>E. Increased Supplementary Payments</p> <p>F. Who Is An Insured – Employees And Volunteer Workers – First Aid</p> <p>G. Who Is An Insured – Employees – Supervisory Positions</p> <p>H. Who Is An Insured – Newly Acquired Or Formed Organizations</p> <p>I. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises</p> <p>J. Blanket Additional Insured – Lessors Of Leased Equipment</p> | <p>K. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</p> <p>L. Blanket Additional Insured – Broad Form Vendors</p> <p>M. Who Is An Insured – Unnamed Subsidiaries</p> <p>N. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</p> <p>O. Medical Payments – Increased Limits</p> <p>P. Contractual Liability – Railroads</p> <p>Q. Knowledge And Notice Of Occurrence Or Offense</p> <p>R. Unintentional Omission</p> <p>S. Blanket Waiver Of Subrogation</p> |
|---|---|

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion **a., Expected Or Intended Injury**, in Paragraph 2, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

The following replaces Paragraph (2) of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph 2, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph 2, of **SECTION**



TOWN COUNCIL AGENDA ITEM NO. 06 REGULAR ITEM

DATE: June 6, 2016

FROM: Chuck Russell, Town Planner

ITEM: Public Hearing to consider a request for rezoning (ZPD16-0004 – The Pines of Flower Mound) to amend Planned Development District No. 82 (PD-82) with Retail District-2 (R-2) uses, by amending the Development Standard(s) to amend the Comprehensive Sign Package, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Flower Mound Road and west of Gerault Road. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its May 23, 2016, meeting.)*

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. No changes or new information has been received since that meeting.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance

DRAFT MOTION: Move to approve a request for rezoning (ZPD16-0004 – The Pines of Flower Mound) to amend Planned Development District No. 82 (PD-82) with Retail District-2 (R-2) uses, by amending the Development Standard(s) to amend the Comprehensive Sign Package, and adopt an ordinance providing for said amendment.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 7

DATE: May 23, 2016

FROM: Chuck Russell, Town Planner

ITEM: Public Hearing to consider a request for rezoning (ZPD16-0004 – The Pines of Flower Mound) to amend Planned Development District No. 82 (PD-82) with Retail District-2 (R-2) uses, by amending the Development Standard(s) to amend the Comprehensive Sign Package. The property is generally located south of Flower Mound Road and west of Gerault Road.

I. ITEM SUMMARY

This application has been reviewed by DRC and has been found to be in conformance with all applicable Town regulations.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of the request is to amend the Comprehensive Sign Package (CSP) for The Pines shopping center at the southwest corner of Flower Mound Road and Gerault Road. The Town's Sign Code states that the purpose of a CSP is to "allow for a specialized review of signs which may have meritorious design and seek to promote a unique quality for an existing or proposed development, but which require special consideration." The original CSP for The Pines was approved by the Town Council on November 1, 2004, as a part of PD-82. The CSP has been amended three times since 2004.

A redline and clean copy of the proposed changes are provided in Attachments B(1) and B(2). More information regarding this application can be found in the applicant's letter of intent (Attachment A(2)). The proposed changes are summarized as follows:

- Removed CSP signage letter size requirements and substitute with, "Maximum sign copy shall comply with Town regulations and owner sign requirements as shown in the CSP.
- Maximum copy length shall be no more than 80% of the tenant's store frontage or architectural feature.

Attachment 1: Planning and Zoning Commission Staff Report

- Wall signs shall be channel letter type and be individually applied to the building unless otherwise approved by owner. All signs will comply with the Town requirements.
- Channel letter internal lighting shall be in compliance with the Town requirements and subject to owner approval. (current CSP calls for white neon)
- Owner requests signage to be allowed on the south side elevation of Building 5 facing Gerault Road.

Comprehensive sign packages are expected to incorporate more than just architectural details to be considered “meritorious.” In June 2013, in order to better illustrate the Town’s expectation for meritorious design, the Planning and Zoning Commission recommended that a visual guide be created containing examples of appropriate CSPs in Flower Mound to be used as a reference guide for staff and prospective applicants (See Attachment A(3)).

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all zoning amendment requests. At the time this report was written, staff had received no correspondence regarding the request.

IV. ATTACHMENTS**A. Background Information**

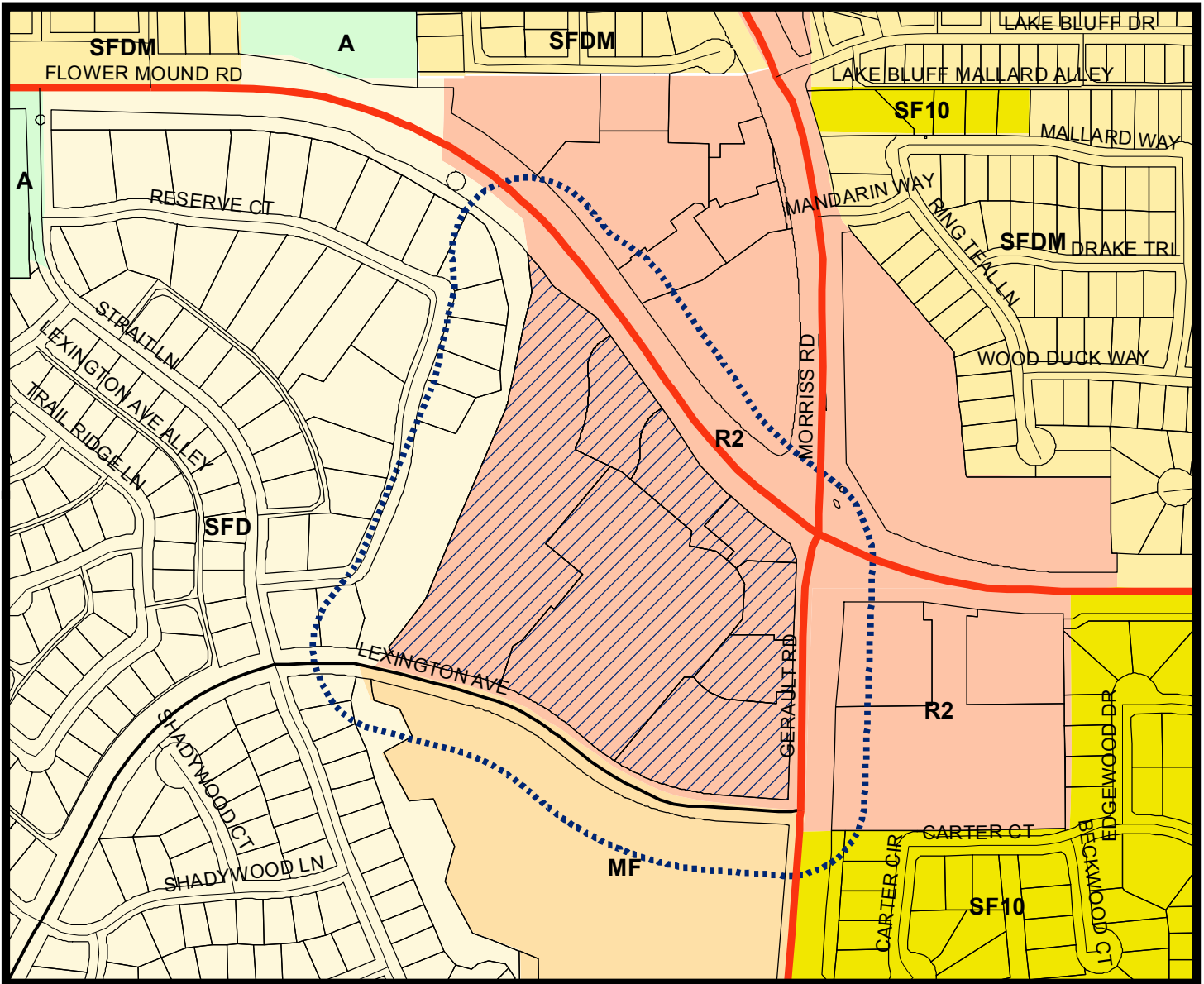
1. Vicinity Map
2. Letter of Intent
3. CSP Guidelines

B. Application Details

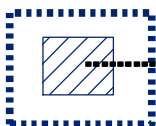
1. Comprehensive Sign Package (Redline)
2. Comprehensive Sign Package (Clean)

Vicinity Map

Reference Project: ZPD16-0004

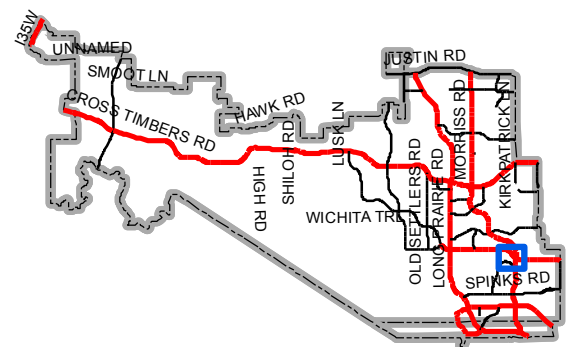


LEGEND



Subject Property

200 ft Notification Buffer around Property



Map Location



Attachment 1: Planning and Zoning

May 13, 2016

LETTER OF INTENT

Request to amend the existing Comprehensive Sign Package The Pines of Flower Mound

Rosebriar is a proud citizen of Flower Mound, and we have cultivated a strong relationship with the Town and its Residents. We understand that for any development to be truly successful, it must add measurable value to all stakeholders.

In the development phase, Flower Mound requested several buildings be moved up to the street frontage while the front doors faced toward the center of the development. We also added storefront glass to the backs of several buildings along with more landscaping and features to appear to have the rear of the buildings look similar to storefront. The building placement along with the pines, Dancing Waters fountain, and other amenities created a unique and special setting for our Flower Mound development which emphasized a land plan that mitigated unsightly parking fields. The development continues to draw many compliments, and Staff has suggested that other developers look at The Pines to get the feel of what the Flower Mound community wants in a development.

As the original developer and current owner of The Pines, we are requesting a change to our Comprehensive Sign Plan. We believe The Pines is a first class example of development in harmony with the Community. Flower Mound has made numerous revisions to its Sign Ordinance since our CSP was approved many years ago.

Rosebriar's intent is to revise and update our CSP to allow our tenants to meet the Town's current sign ordinance requirements while the CSP does provide some guidelines for signage size that tenants must also meet while conforming to the Town ordinance. Rosebriar must also continue to approve the tenants sign plans before submitting to the Town of Flower Mound for approval.

The Pines of Flower Mound consists of approximately 11.732 acres (*not* including the Kroger tract) and it is zoned R2. There are no proposed signs or monument signs.

We look forward to discussing Rosebriar's request to modify *The Pines* CSP and please contact Bill Hanks (Phone # 214-902-2287, ext 301 or email to bill@rosebriar.com) with any questions or comments.

- End -

Attachment 1: Planning and Zoning Commission Staff Report

Visual Representation of Comprehensive Sign Package Standards

Section 86-44 of the Town of Flower Mound Code of Ordinances states the purpose of the Comprehensive Sign Package (CSP) is:

“...to allow for a specialized review of signs which may have meritorious design and seek to promote a unique quality for an existing or proposed development, but which require special consideration.”

By providing CSPs, the Town recognizes that flexibility is warranted in some circumstances to address signs of exceptional quality or merit which may not comply with the Town’s sign regulations.

At the direction of the Town Council, the Planning and Zoning Commission held a work session on June 10, 2013, for the purpose of clarifying the intent of the CSP regulations. After some discussion, the Commission agreed that: 1) the CSP ordinance is intended to be applied to larger-scale developments with unique conditions, not individual tenants or buildings; and 2) the creation of a visual guide will help to provide some clarity to the Town’s expectation for “meritorious design.”

Comprehensive sign packages are expected to incorporate more than just architectural details to be considered “meritorious.” It is recommended that the specific elements listed below be part of any proposal:

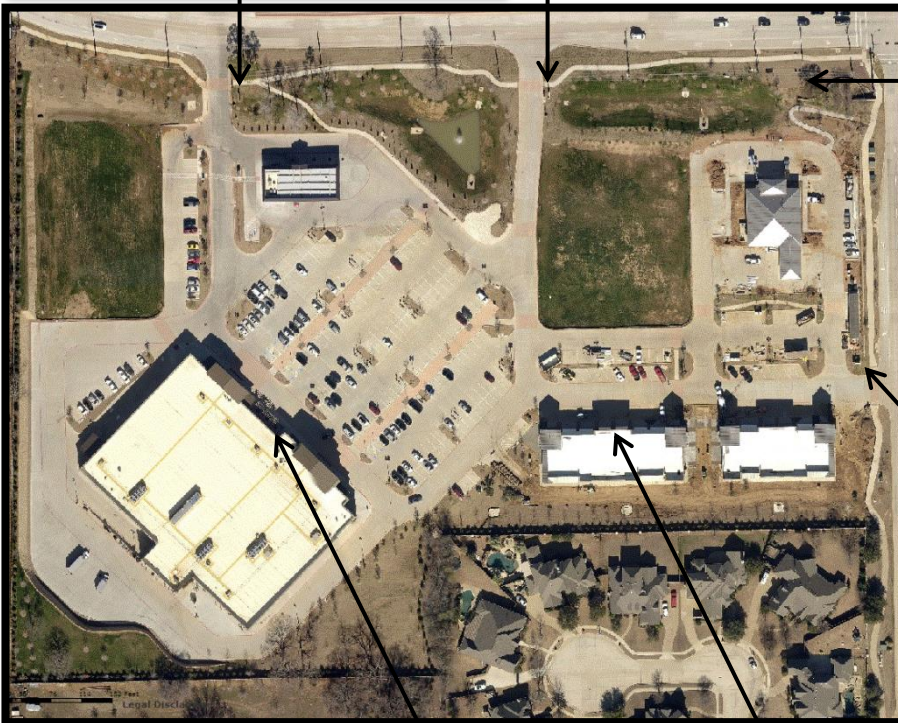
- Signs promoting uniformity within the development
- Monument signs incorporated into and complemented by the surrounding landscaping
- Signs sufficient in number / size and suitably located to provide for business identification without creating visual clutter
- Signs that function harmoniously with adjacent properties
- Signs with appropriate text size to make them legible for passing motorists
- Signs that integrate both quality materials and design consistent with the high aesthetic standards and community character of the Town

The following examples are being provided as a visual representation of signage that meets the intent of “meritorious design” in Flower Mound:

Attachment 1: Planning and Zoning Commission Staff Report

Example 1: Cross Timbers Village

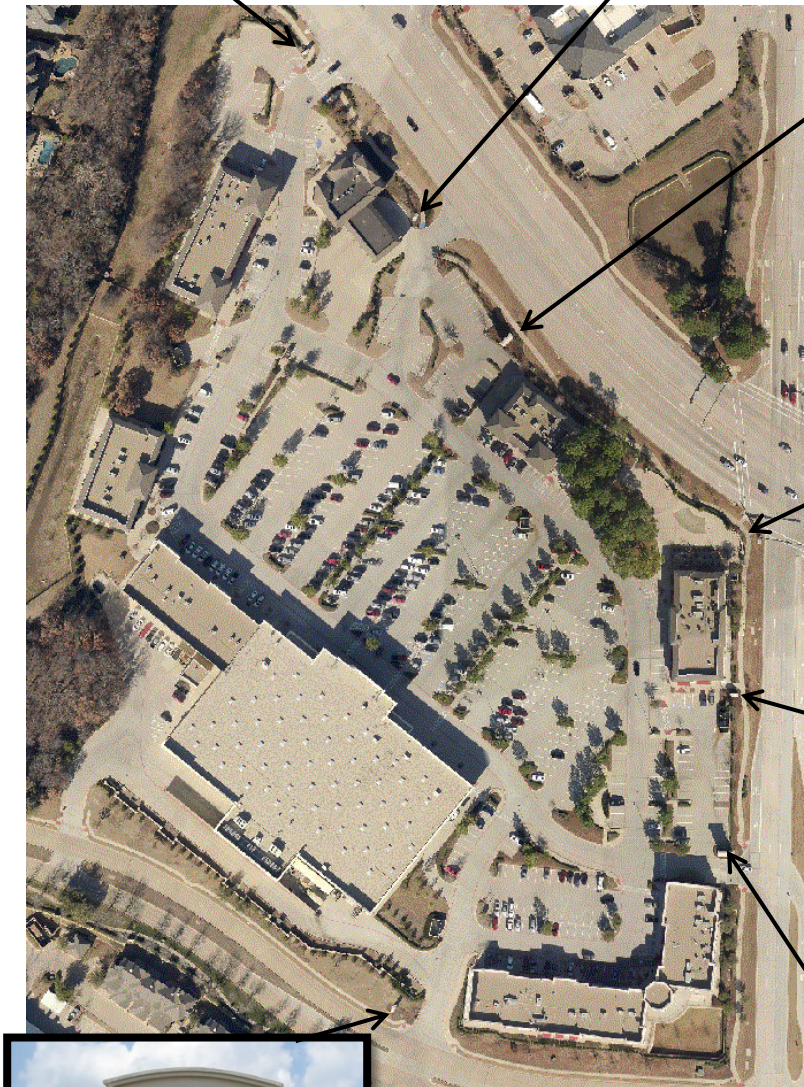
"Meets the Intent"



Attachment 1: Planning and Zoning Commission Staff Report

Example 2: The Pines of Flower Mound

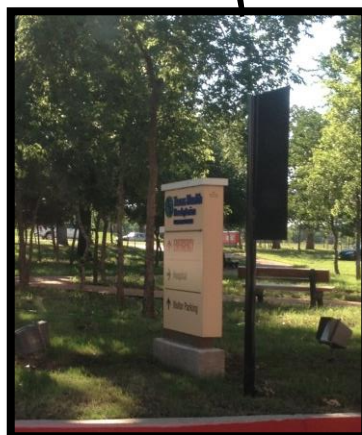
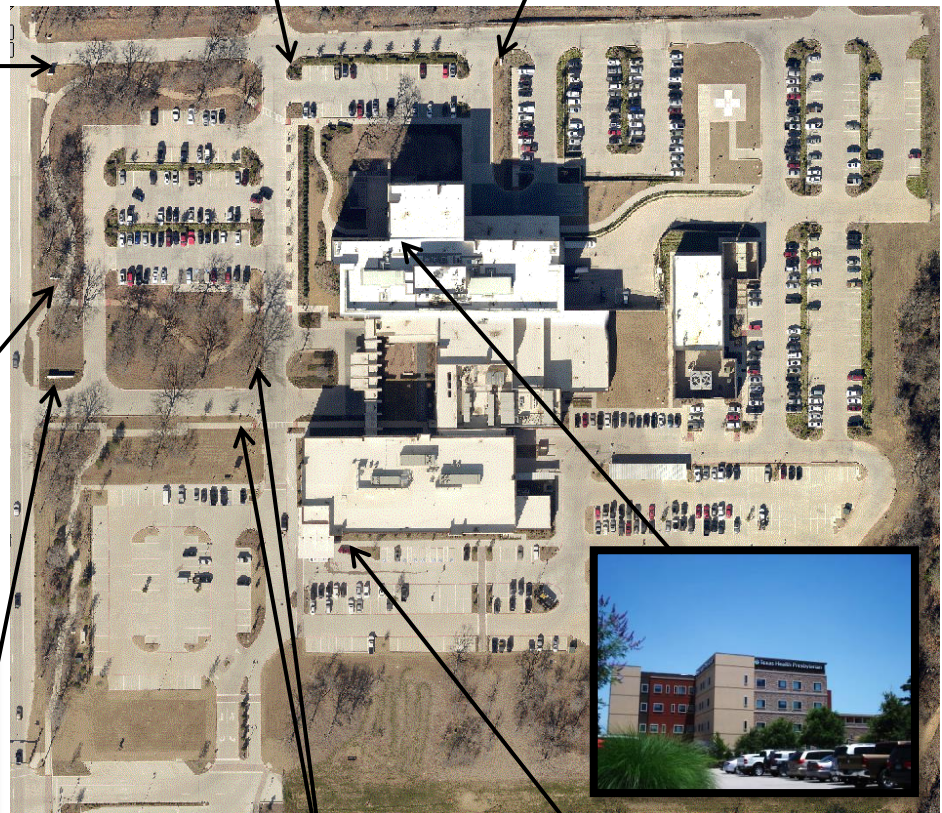
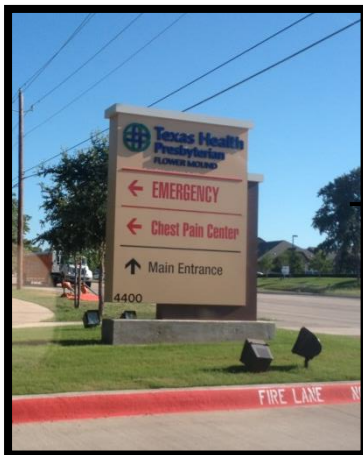
"Meets the Intent"



Attachment 1: Planning and Zoning Commission Staff Report

Example 3: The River Walk at Central Park Medical Park

“Meets the Intent”



Attachment 1: Planning and Zoning Commission Staff Report

“Does NOT Meet the Intent”

The following examples would **not** be considered “meritorious design” due to the quality, design, number, size, location, and integration of the signs within the development as a whole.



Ex. 1: Visually cluttered by too many signs



Ex. 2: Some tenant signs too small



Ex. 3: Lack of unified theme

THE PINES *of Flower Mound*

AMENDED AND RESTATED
COMPREHENSIVE SIGN PACKAGE

Exhibit "I"

~~30th September 2004~~
February 2016

Town of Flower Mound
TOWN SECRETARY'S OFFICE
OFFICIAL FILE COPY

THE PINES AT FLOWERMOUND

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Elevations (Fig. 8)

TENANT FACIA SIGNS

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Elevations (Fig. 2, Fig. 3)
Detail (Fig. 4)

PROJECT IDENTIFICATION SIGNS

Description
Elevations (Fig. 9)

INTRODUCTION

Intent

The purpose of this criterion is to establish the standards for the configuration, fabrication, installation and operation of tenant signage at properties that are owned and operated by Rosebriar ~~Flower Mound, L.P.-Arlington~~, L.P. or its successors-in-interests ("Rosebriar" or "Landlord").

Compliance with these regulations ensures the tenant of a sign, which meets industry standards of materials and fabrication. It ensures the center's owners of properly installed signage and in addition, a center free of poorly designed, fabricated and installed signs.

Submission Requirements:

This booklet should be given to your sign contractor to serve as a guide in preparing his design and cost estimates for you. Your sign contractor must have this booklet in order to give you a price that reflects a sign that complies with standards outlined in this booklet.

To obtain our approval, your sign contractor must submit ~~two~~four copies via email of your fabrication drawings to the offices of Rosebriar. These drawings must show:

1. The sign elevation on the full extent of the storefront.
2. Full specifications of all materials and colors in the sign.
3. One or more section drawings as necessary to describe the methods of assembly and electrical components used.

These drawings should be sent to the offices of Rosebriar ~~Arlington~~Flower Mound, L.P. PO Box No. 541208, Dallas, TX-75354.

After submission documents are received, Rosebriar ~~Flower Mound, Arlington~~, L.P. will provide a letter of approval to the tenant, which is to be submitted to the town of Flower Mound as part of the request for sign permit.

RESPONSIBILITIES, LIMITATIONS, LIABILITIES

~~All tenants must have a sign that conforms to these sign criteria.~~

No sign may be erected on the buildings or property without first securing the written approval of Rosebriar AND all signs shall comply with Town of Flower Mound requirements Corporation.

All permits as required by local building, or sign codes shall be obtained by the tenant or his sign contractor.

All costs for permitting, fabrication, and installation shall be borne by the tenant.

~~Sign message shall consist of store name only. Descriptions of services, symbols, product names or merchandise trade names are prohibited.~~

Channelume construction, utilizing "Armor-Ply" Plywood as letter backs is prohibited.

Banners, Flags or pennants (to include "Coming Soon" signs) are approved with approval from Rosebriar and conformance to the town on Flower Mound sign ordinance.

Box signs are prohibited.

Flashing Signs are prohibited.

Exposed neon signs are prohibited

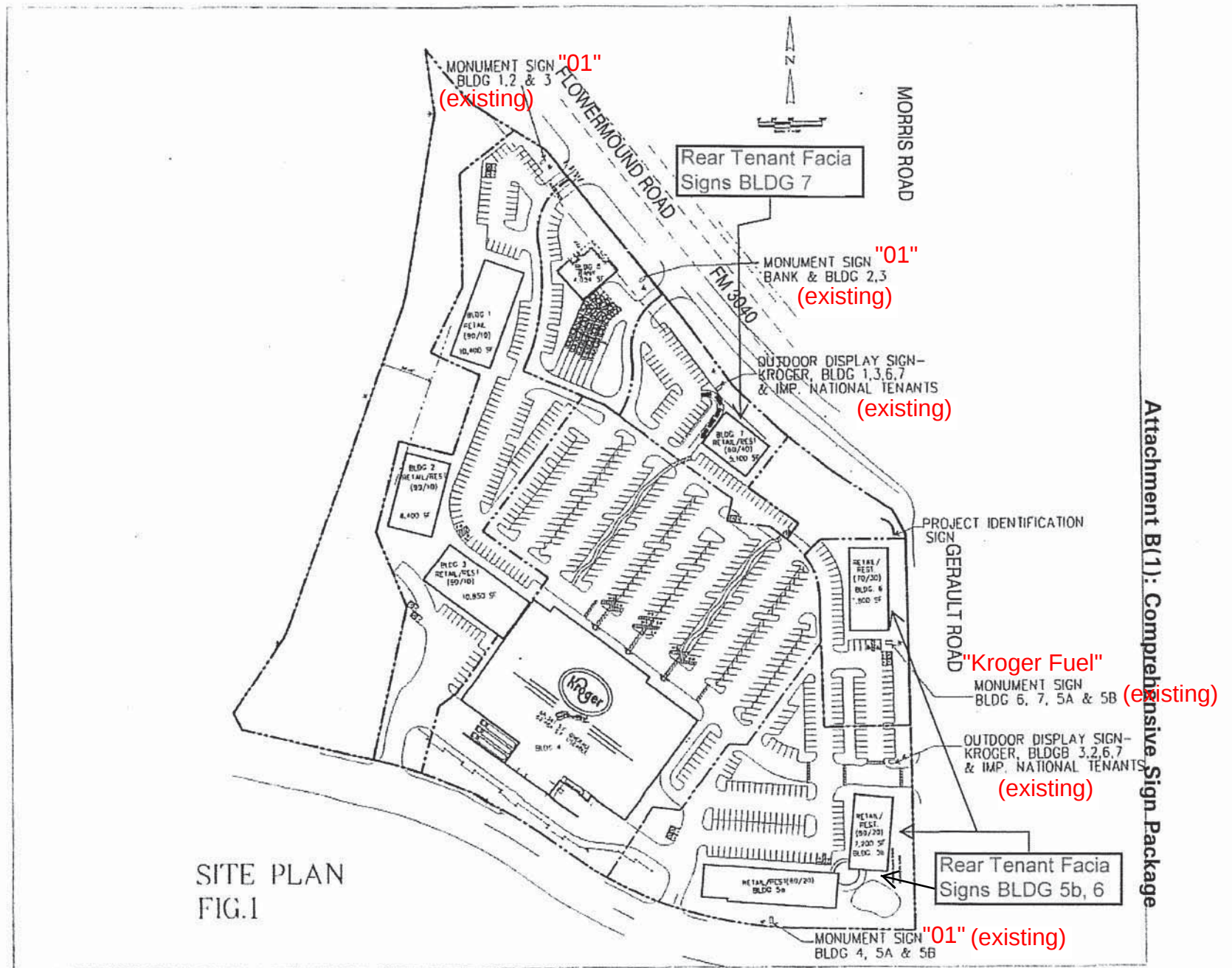
Portable, trailer, changeable copy signs are prohibited.

Visible sign company names on tenant signage are prohibited.

The tenant and his sign contractor will be held liable for all costs required to move and/or correct signs, sign installations and damage to buildings caused by signs or installations which do not conform to these criteria.

TenantRosebriar will remove any signs prohibited by these criteria, at the tenant's expense, and if not removed by Tenant, Rosebriar has the right to remove at Tenant's expense.

All ground signs shall be set back 15' from any public right of way.



WALL SIGNAGE:

TENANT FACIA SIGNS

LETTER STYLE

Per tenant's discretion with ~~landlord~~ Rosebriar approval as long as letter style meets Town of Flower Mound requirements.

SIGN AND TYPE OF SIGN

~~Maximum copy height: 36"~~

~~Minimum copy height: 12"~~

Sign dimensions shall comply with the Town of Flower Mound Sign Ordinance. Rosebriar's sign dimensions requirements shall comply with those set forth in the attached elevation exhibits UNLESS otherwise approved by Rosebriar.

Maximum copy length: No more than 80% of the tenant's store frontage or architectural feature, ~~whichever is smaller (i.e. a tenant with 20' of Store Frontage is allowed a maximum sign length of 16')~~

Wall Signs shall be channel letter type and be individually applied to the building UNLESS otherwise approved by Rosebriar. Individually backlit aluminum reverse channel letters.

TYPEFACE AND COLORS

Typeface and logos are subject to ~~Landlord~~ Rosebriar approval.

Letters to match PPG Duranar finish "Ivory" UC54412 or equal sign paint.

~~Neon shall be 6500 white. Internal lighting shall be in compliance with the~~
Town of Flower Mound requirements and subject to Rosebriar approval.

INSTALLATION

Final electrical book-up shall be performed by a licensed electrician. Shop drawings shall be submitted to ~~the landlord~~ Rosebriar for approval. All penetrations through the masonry shall be through the mortar joints. All signage installation shall be in accordance with the Town

of Flower Mound Codes and Ordinances, and the National Electrical Code. Transformer to be located in soffit plenum, ~~J-Box and rigid conduit to panel by landlord, w~~ Wiring by tenant. Plenum accessible through access panels in wall above storefront.

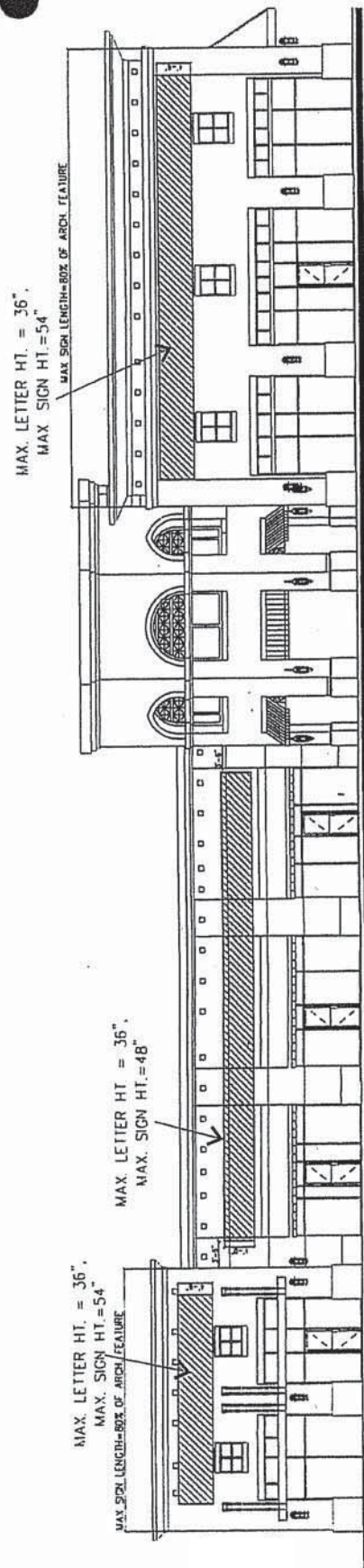


FIG. 2

MAX. LETTER HT. = 36",
MAX. SIGN HT. = 54"
MAX. SIGN LENGTH = 80% OF ARCH. FEATURE

MAX. LETTER HT. = 36",
MAX. SIGN HT. = 42"

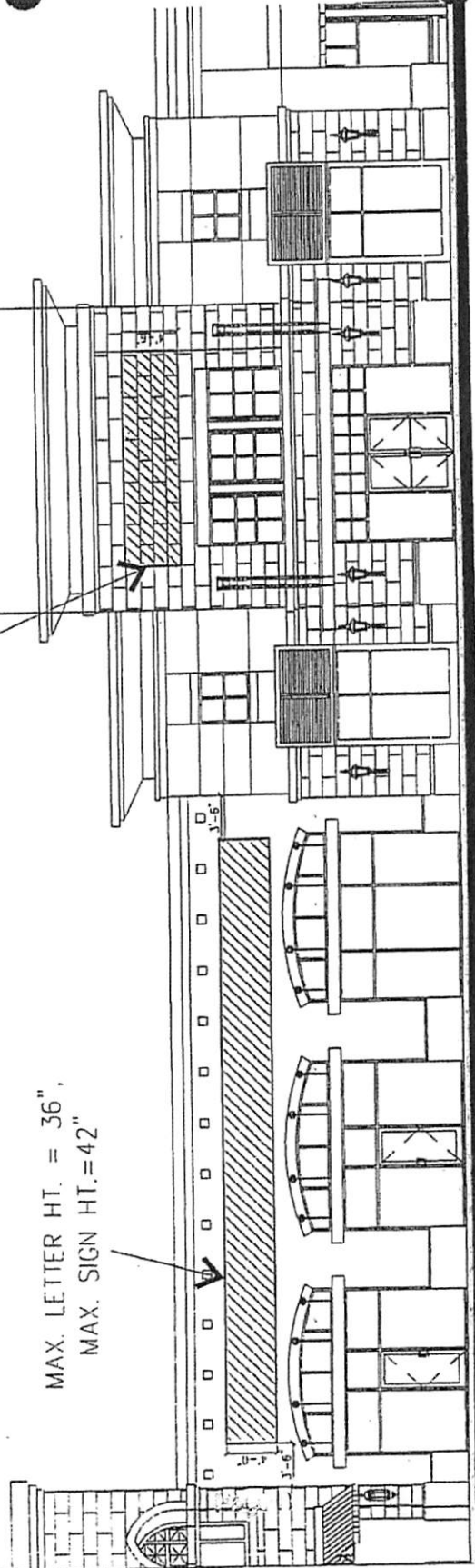
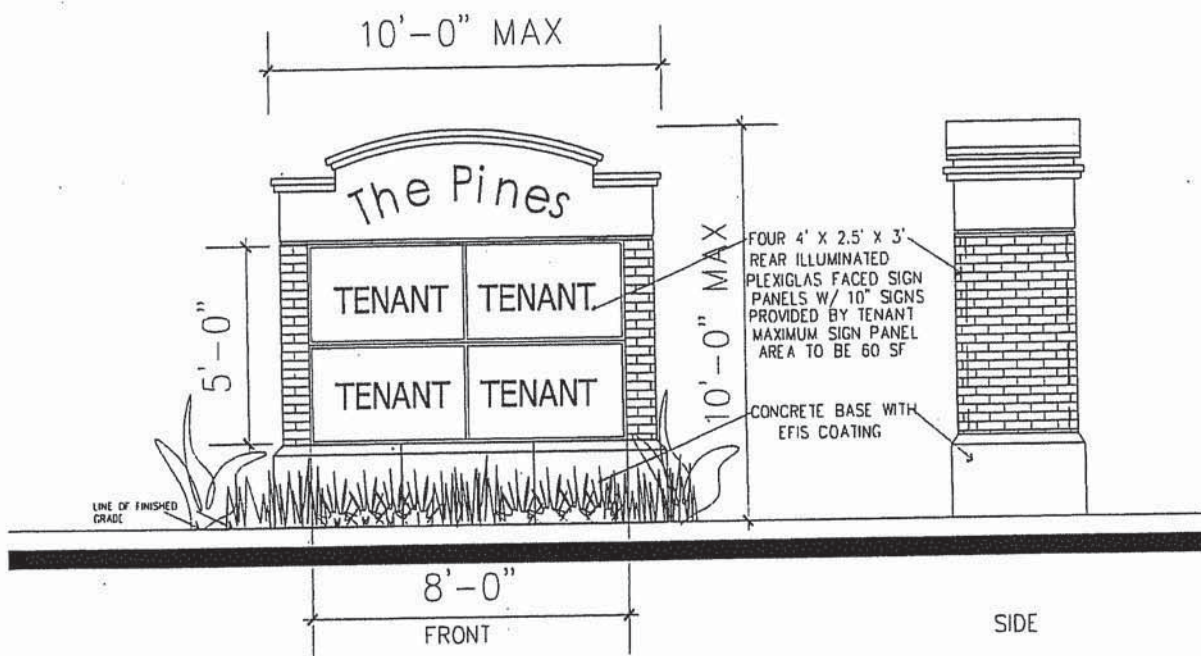


FIG. 3

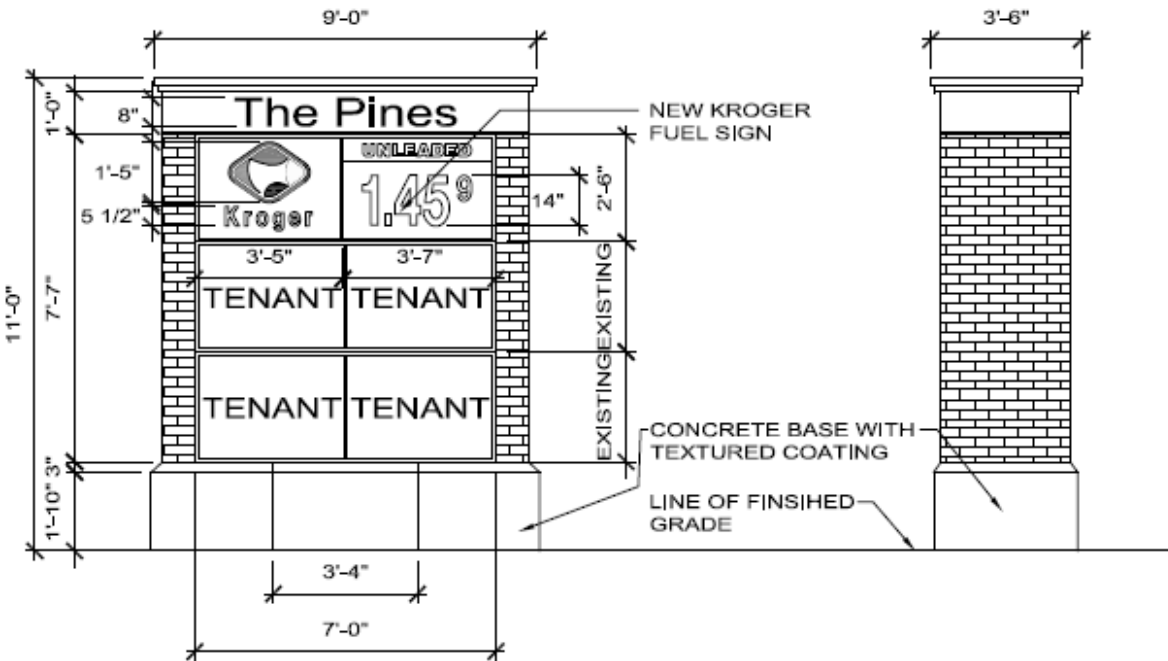


01 MONUMENT SIGN

SCALE: 1/4"=1'-0"

Fig. 7

Kroger Fuel Monument Sign



1

MODIFIED SIGN

SCALE: 1/4" = 1'-0"

OUTDOOR DISPLAY SIGNS

TYPE OF SIGN

The outdoor display signs are 25'-0" high x 15'-0" wide x 4'-0" deep with brick and EIFS finish system over metal stud frame. "THE PINES of Flower Mound" letters written in reverse channel aluminum letters with PPG Duranar "Ivory" UC 54412 colors finish. Each sign has two 12'-6" high x 8'-8" wide recessed sign boxes (one on each face) with 5 rear illuminated tenant ivory Plexiglas sign panels with vinyl letters.

SIZE OF LETTERS

Sign area: Anchor tenant will have 8'-4" wide x 3'-6" rear lighted sign panel .
Four tenants will have 8'-4" wide x 2'-1" rear lighted sign panel .

NUMBER AND LOCATION

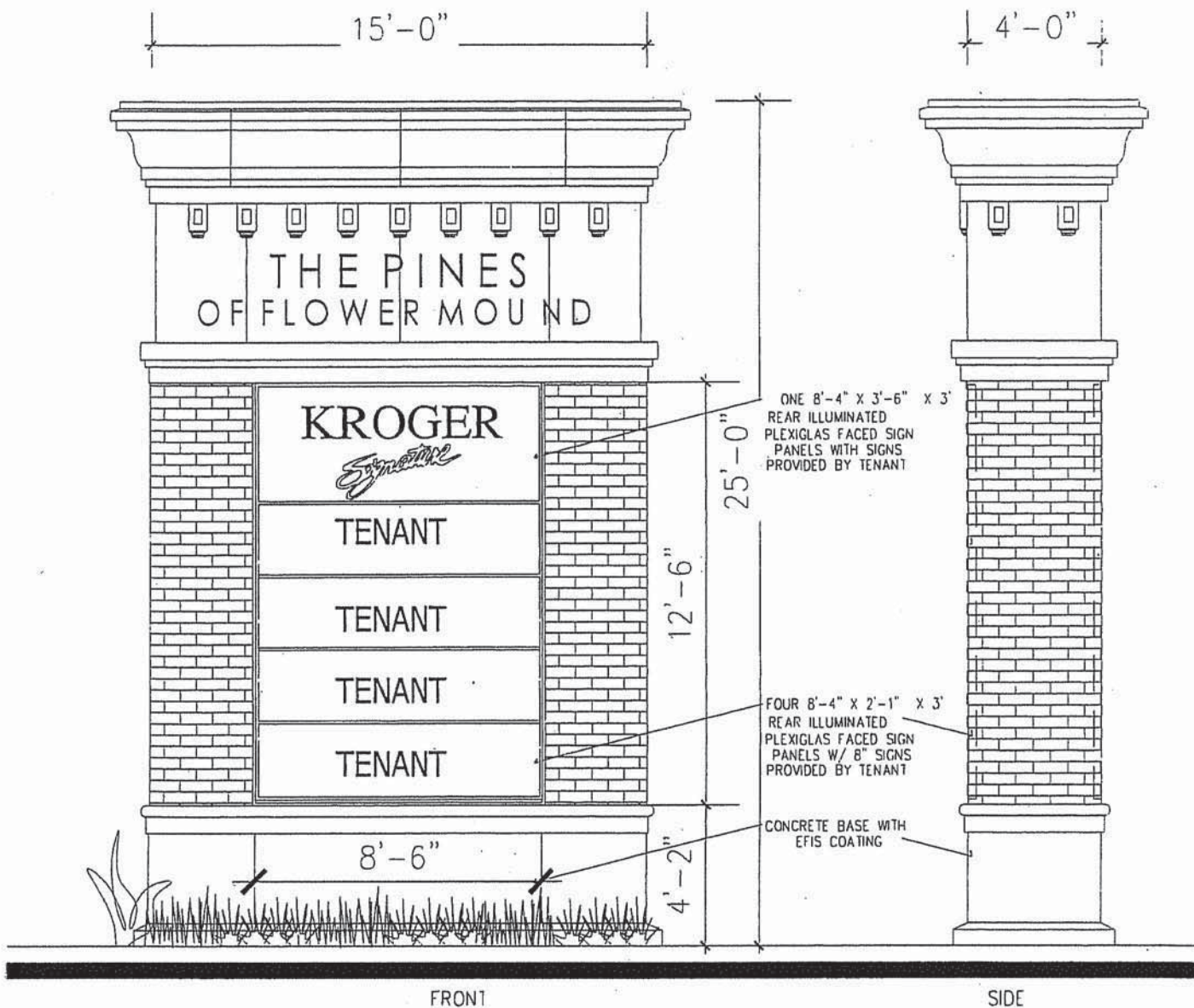
There are 5 tenant sign panels on two faces of the monument sign walls.

TYPEFACE AND COLOR

Logos & typefaces colors are subject to landlord approval.

INSTALLATION

A licensed electrician shall perform final electrical hook-up. Shop drawings shall be submitted to the landlord for approval. All signage shall be in accordance with the Town of Flower Mound Codes and Ordinances, and the National Electric Code. Transformer to be located inside the monument sign base, J box and rigid conduit to panel by landlord, wiring by tenant.



02 OUTDOOR DISPLAY SIGN

SCALE: 1/4"=1'-0"

Fig. 8

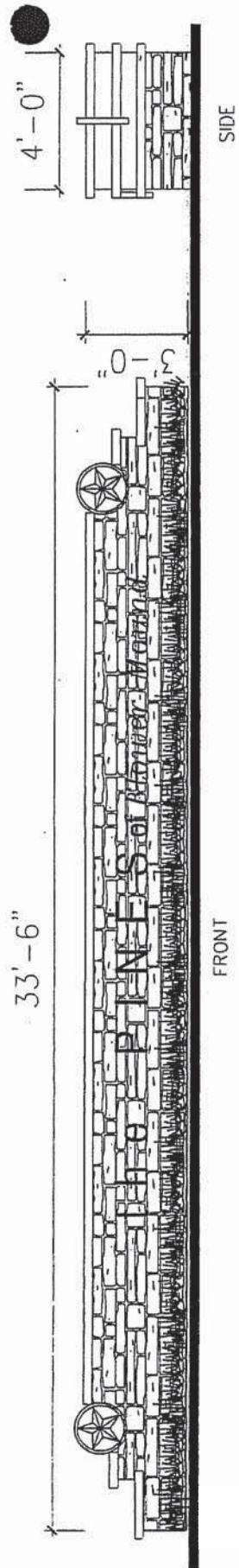
PROJECT IDENTIFICATION SIGNS

TYPE OF SIGN

The outdoor display sign are 33'-6" wide x 3'-0" wide x 4'-0" deep with simulated system over metal stud frame. " THE PINES at Flower Mound" written in 24" high reverse channel aluminum letters with black or bronze finish.

INSTALLATION

A licensed electrician shall perform final electrical hook-up. Shop drawings shall be submitted to the landlord for approval. All signage shall be in accordance with the Town of Flower Mound Codes and Ordinances, and the National Electric Code. Transformer to be located inside the monument sign base, J box and rigid conduit to panel by landlord, wiring by tenant.

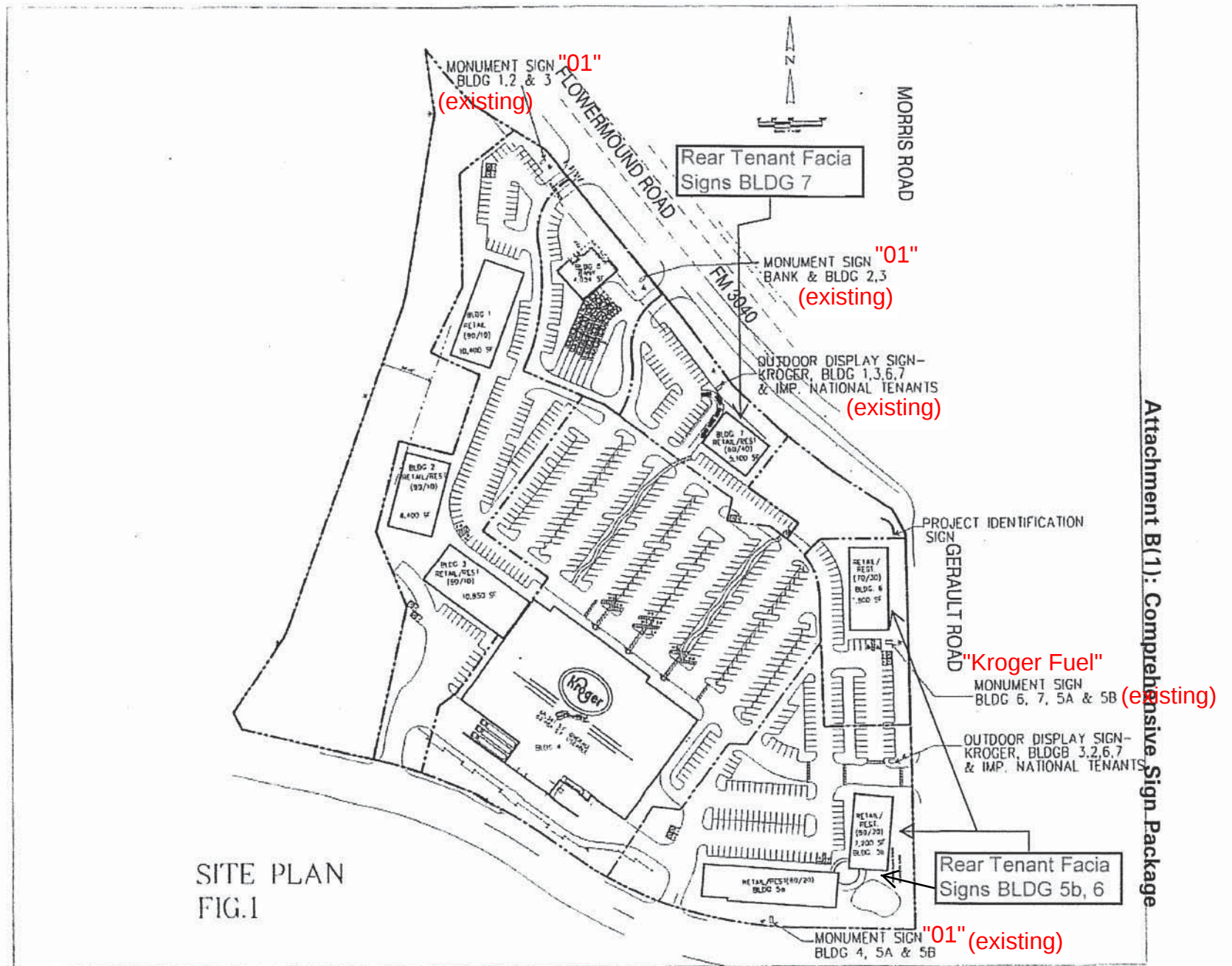


03 PROJECT IDENTIFICATION SIGN

SCALE: 1/4"=1'-0"

Fig. 9

Town of Flower Mound
TOWN SECRETARY'S OFFICE
OFFICIAL COPY



THE PINES *of Flower Mound*

AMENDED AND RESTATED
COMPREHENSIVE SIGN PACKAGE

Exhibit "I"

February 2016

Town of Flower Mound
TOWN SECRETARY'S OFFICE
OFFICIAL FILE COPY

THE PINES AT FLOWERMOUND

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INTRODUCTION

Intent

The purpose of this criterion is to establish the standards for the configuration, fabrication, installation and operation of tenant signage at properties that are owned and operated by Rosebriar Flower Mound, L.P., L.P. or its successors-in-interests (“Rosebriar” or “Landlord”).

Compliance with these regulations ensures the tenant of a sign, which meets industry standards of materials and fabrication. It ensures the center's owners of properly installed signage and in addition, a center free of poorly designed, fabricated and installed signs.

Submission Requirements:

This booklet should be given to your sign contractor to serve as a guide in preparing his design and cost estimates for you. Your sign contractor must have this booklet in order to give you a price that reflects a sign that complies with standards outlined in this booklet.

To obtain our approval, your sign contractor must submit two copies via email of your fabrication drawings to the offices of Rosebriar. These drawings must show:

1. The sign elevation on the full extent of the storefront.
2. Full specifications of all materials and colors in the sign.
3. One or more section drawings as necessary to describe the methods of assembly and electrical components used.

These drawings should be sent to the offices of Rosebriar Flower Mound, L.P. PO Box No. 541208, Dallas, TX-75354.

After submission documents are received, Rosebriar Flower Mound, L.P. will provide a letter of approval to the tenant, which is to be submitted to the town of Flower Mound as part of the request for sign permit.

RESPONSIBILITIES, LIMITATIONS, LIABILITIES

No sign may be erected on the buildings or property without first securing the written approval of Rosebriar AND all signs shall comply with Town of Flower Mound requirements.

All permits as required by local building, or sign codes shall be obtained by the tenant or his sign contractor.

All costs for permitting, fabrication, and installation shall be borne by the tenant.

Channelume construction, utilizing "Armor-Ply" Plywood as letter backs is prohibited.

Banners, Flags or pennants (to include "Coming Soon" signs) are approved with approval from Rosebriar and conformance to the town on Flower Mound sign ordinance.

Box signs are prohibited.

Flashing Signs are prohibited.

Exposed neon signs are prohibited

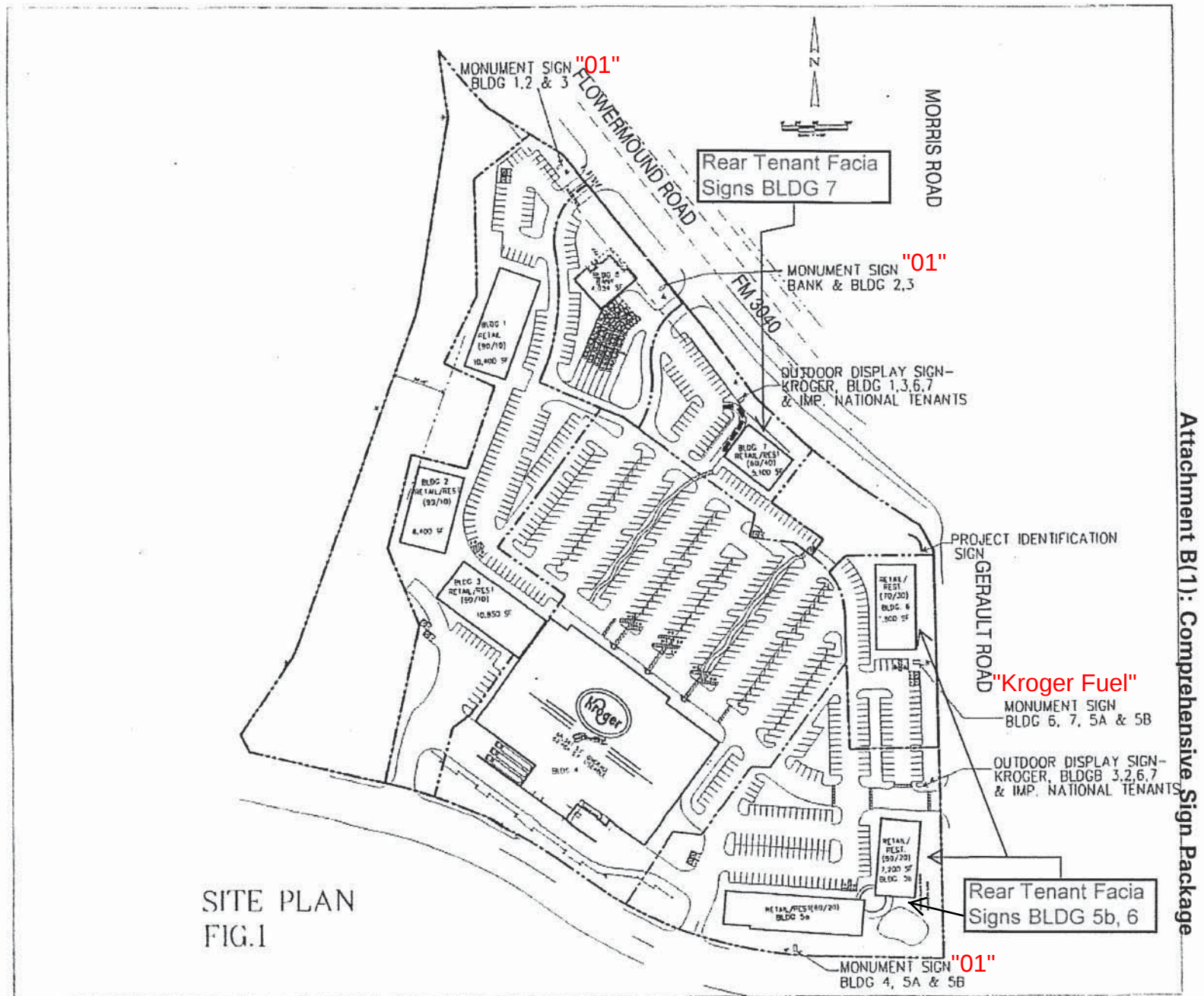
Portable, trailer, changeable copy signs are prohibited.

Visible sign company names on tenant signage are prohibited.

The tenant and his sign contractor will be held liable for all costs required to move and/or correct signs, sign installations and damage to buildings caused by signs or installations which do not conform to these criteria.

Tenant will remove any signs prohibited by these criteria, at the tenant's expense, and if not removed by Tenant, Rosebriar has the right to remove at Tenant's expense.

All ground signs shall be set back 15' from any public right of way.



WALL SIGNAGE:

TENANT FACIA SIGNS

LETTER STYLE

Per tenant's discretion with Rosebriar approval as long as letter style meets Town of Flower Mound requirements.

SIGN AND TYPE OF SIGN

Maximum sign copy shall comply with Town of Flower Mound regulations and Rosebriar sign requirements as shown in The Pines of Flower Mound Comprehensive Sign Package.

Maximum copy length: No more than 80% of the tenant's store frontage or architectural feature.

Wall Signs shall be channel letter type and be individually applied to the building UNLESS otherwise approved by Rosebriar.

TYPEFACE AND COLORS

Typeface and logos are subject to Rosebriar approval.

Letters to match PPG Duranar finish "Ivory" UC54412 or equal sign paint.

Internal lighting shall be in compliance with the Town of Flower Mound requirements and subject to Rosebriar approval.

INSTALLATION

Final electrical book-up shall be performed by a licensed electrician. Shop drawings shall be submitted to Rosebriar for approval. All penetrations through the masonry shall be through the mortar joints. All signage installation shall be in accordance with the Town of Flower Mound Codes and Ordinances, and the National Electrical Code. Transformer to be located in soffit plenum, Wiring by tenant. Plenum accessible through access panels in wall above storefront.

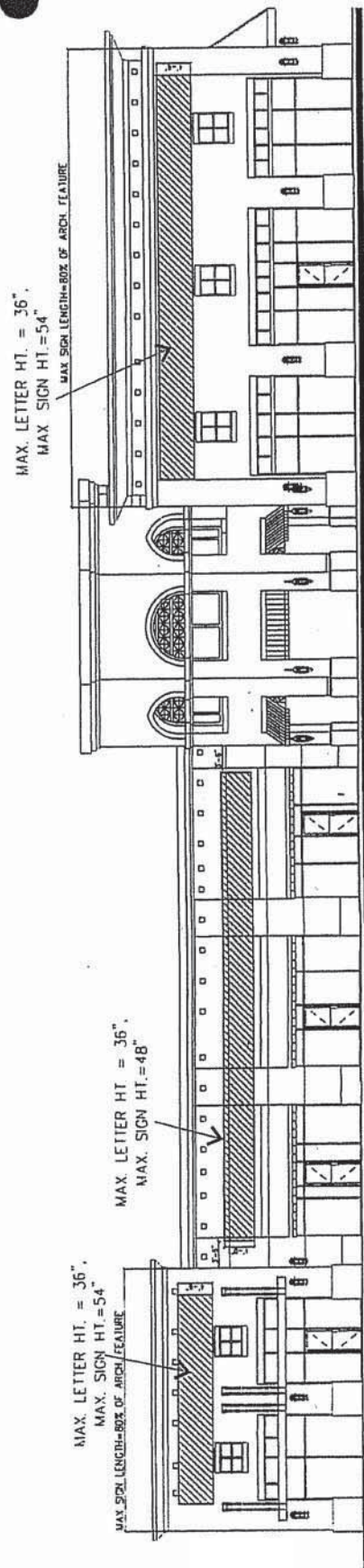


FIG. 2

MAX. LETTER HT. = 36",
MAX. SIGN HT. = 54"
MAX. SIGN LENGTH = 80% OF ARCH. FEATURE

MAX. LETTER HT. = 36",
MAX. SIGN HT. = 42"

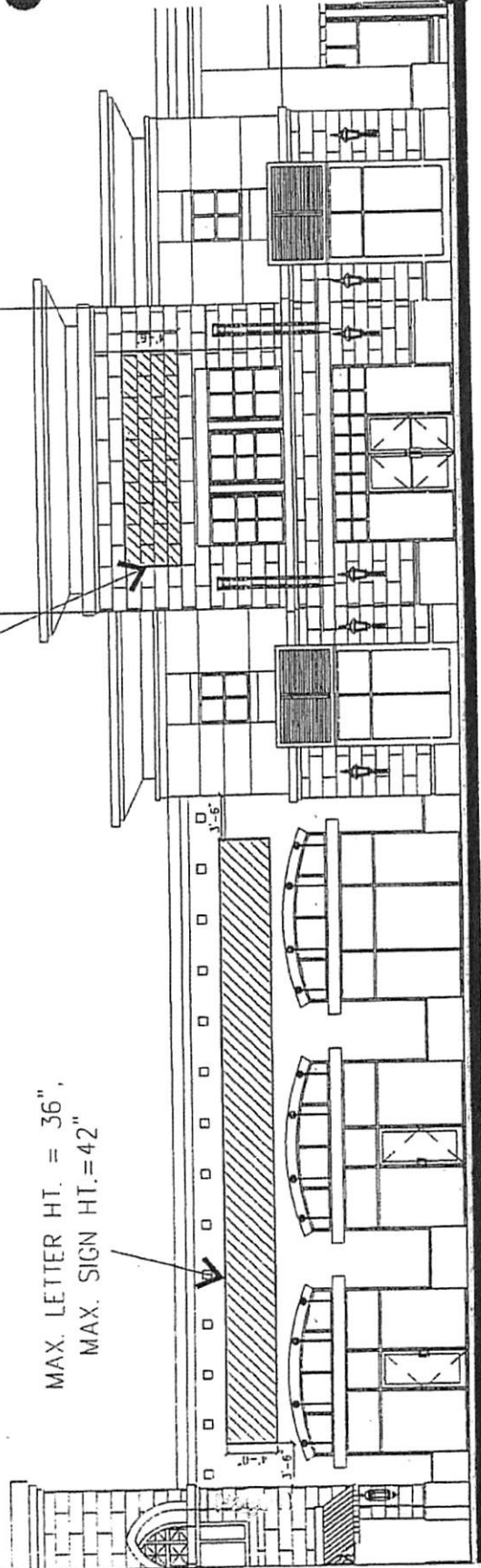
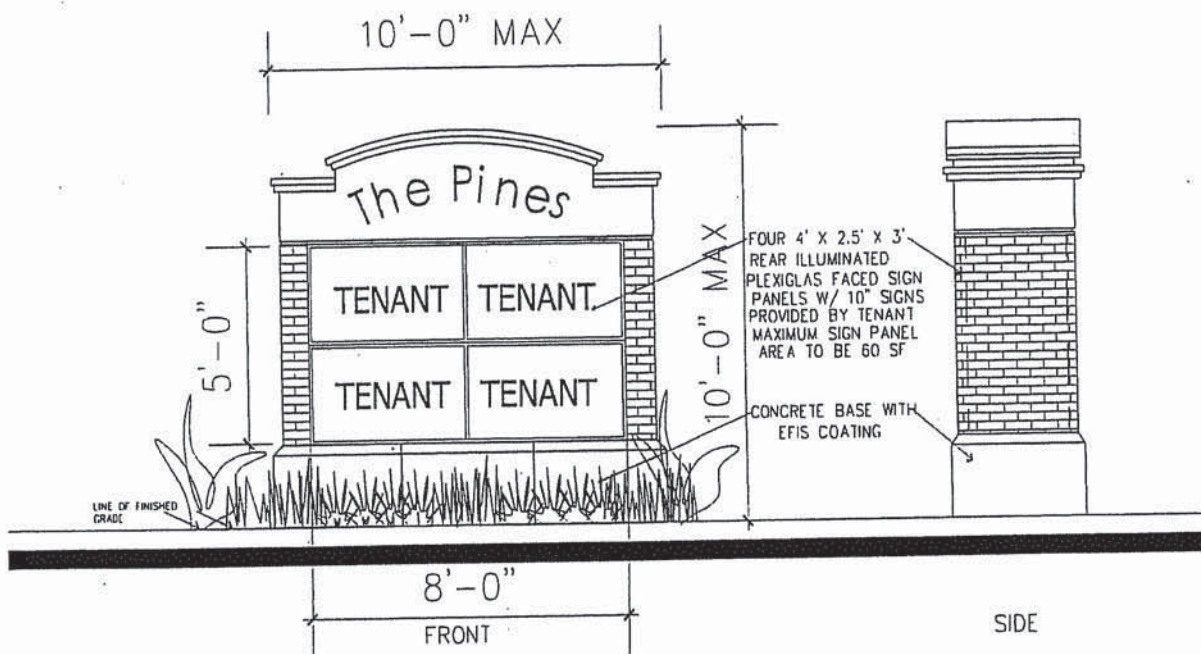


FIG. 3

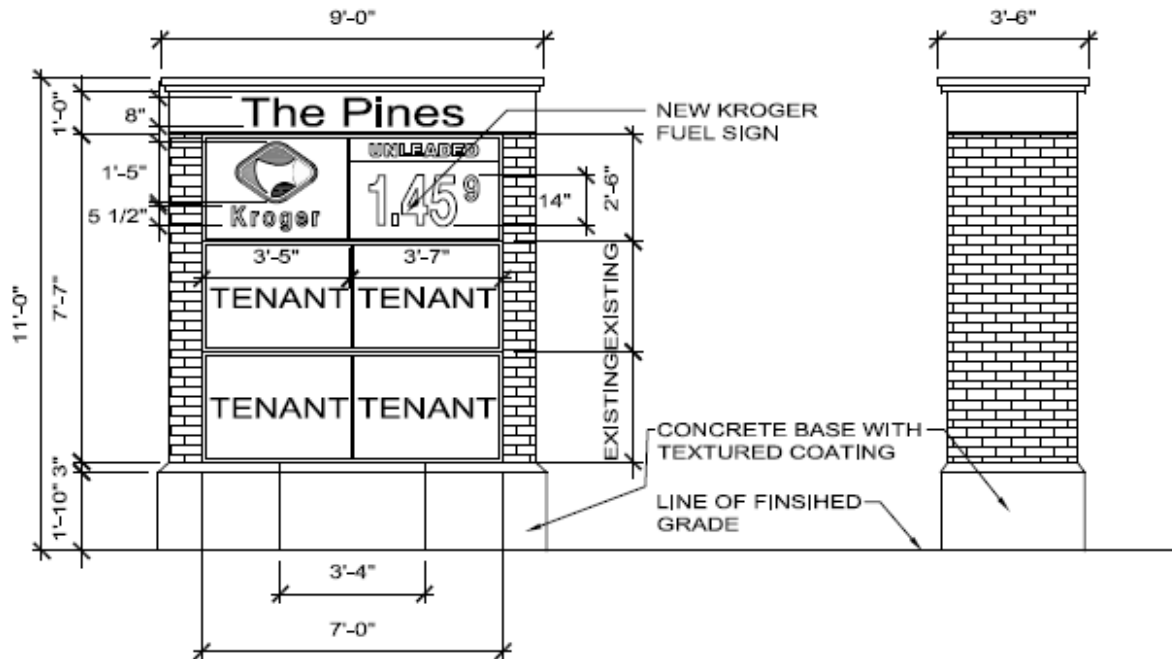


01 MONUMENT SIGN

SCALE: 1/4"=1'-0"

Fig. 7

Kroger Fuel Monument Sign



1

MODIFIED SIGN

SCALE: 1/4" = 1'-0"

OUTDOOR DISPLAY SIGNS

TYPE OF SIGN

The outdoor display signs are 25'-0" high x 15'-0" wide x 4'-0" deep with brick and Eifs finish system over metal stud frame. "THE PINES of Flower Mound" letters written in reverse channel aluminum letters with PPG Duranar "Ivory" UC 54412 colors finish. Each sign has two 12'-6" high x 8'-8" wide recessed sign boxes (one on each face) with 5 rear illuminated tenant ivory Plexiglas sign panels with vinyl letters.

SIZE OF LETTERS

Sign area: Anchor tenant will have 8'-4" wide x 3'-6" rear lighted sign panel .
Four tenants will have 8'-4" wide x 2'-1" rear lighted sign panel .

NUMBER AND LOCATION

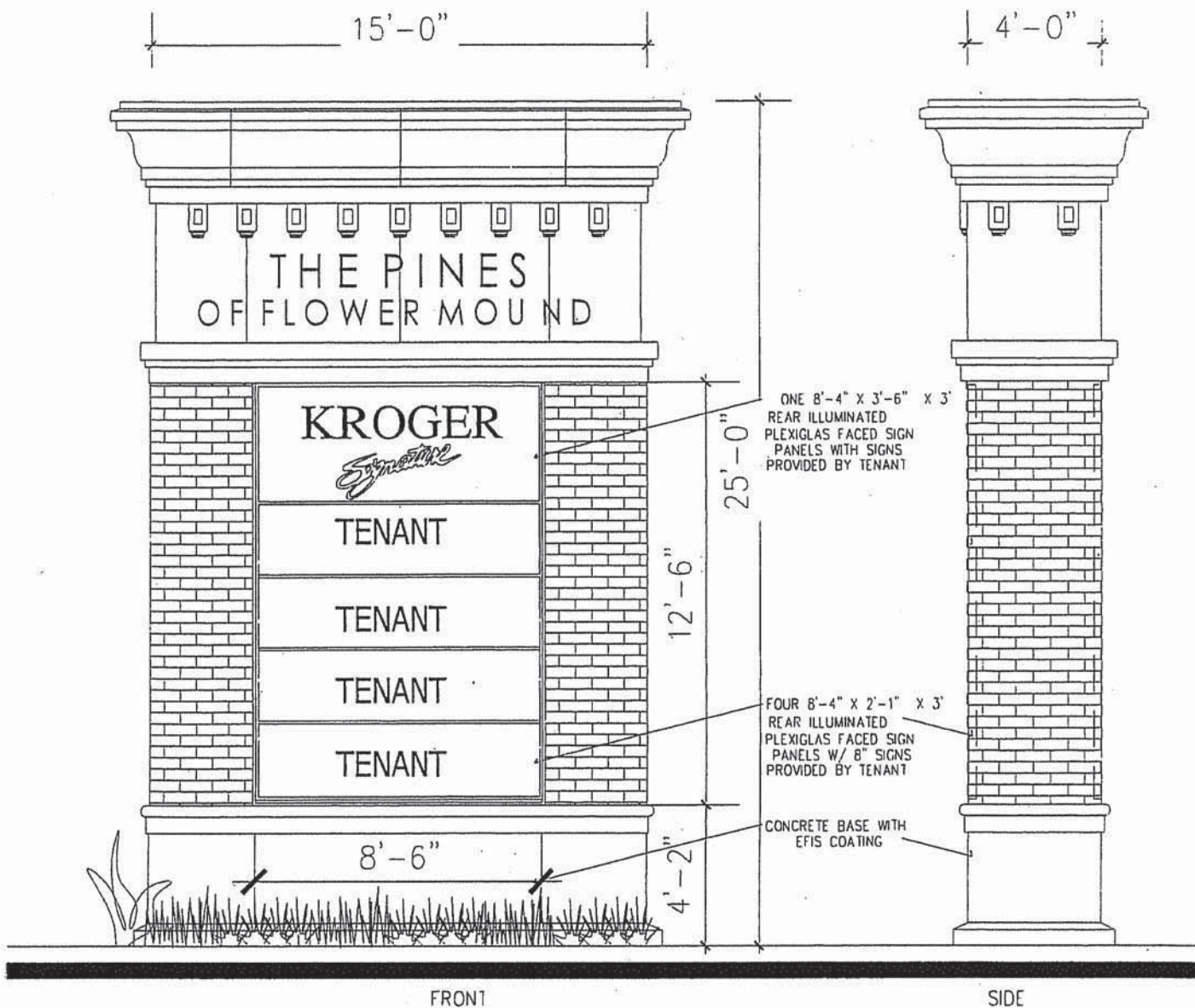
There are 5 tenant sign panels on two faces of the monument sign walls.

TYPEFACE AND COLOR

Logos & typefaces colors are subject to landlord approval.

INSTALLATION

A licensed electrician shall perform final electrical hook-up. Shop drawings shall be submitted to the landlord for approval. All signage shall be in accordance with the Town of Flower Mound Codes and Ordinances, and the National Electric Code. Transformer to be located inside the monument sign base, J box and rigid conduit to panel by landlord, wiring by tenant.



02 OUTDOOR DISPLAY SIGN

SCALE: 1/4"=1'-0"

Fig. 8

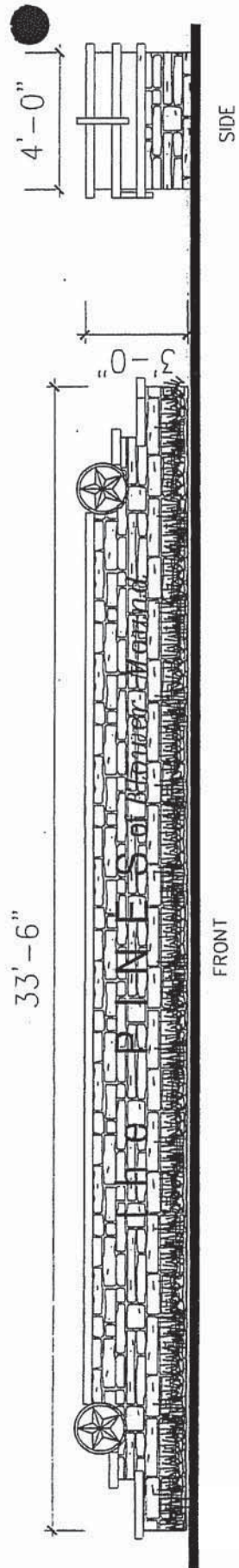
PROJECT IDENTIFICATION SIGNS

TYPE OF SIGN

The outdoor display sign are 33'-6" wide x 3'-0" wide x 4'-0" deep with simulated system over metal stud frame. " THE PINES at Flower Mound" written in 24" high reverse channel aluminum letters with black or bronze finish.

INSTALLATION

A licensed electrician shall perform final electrical hook-up. Shop drawings shall be submitted to the landlord for approval. All signage shall be in accordance with the Town of Flower Mound Codes and Ordinances, and the National Electric Code. Transformer to be located inside the monument sign base, J box and rigid conduit to panel by landlord, wiring by tenant.

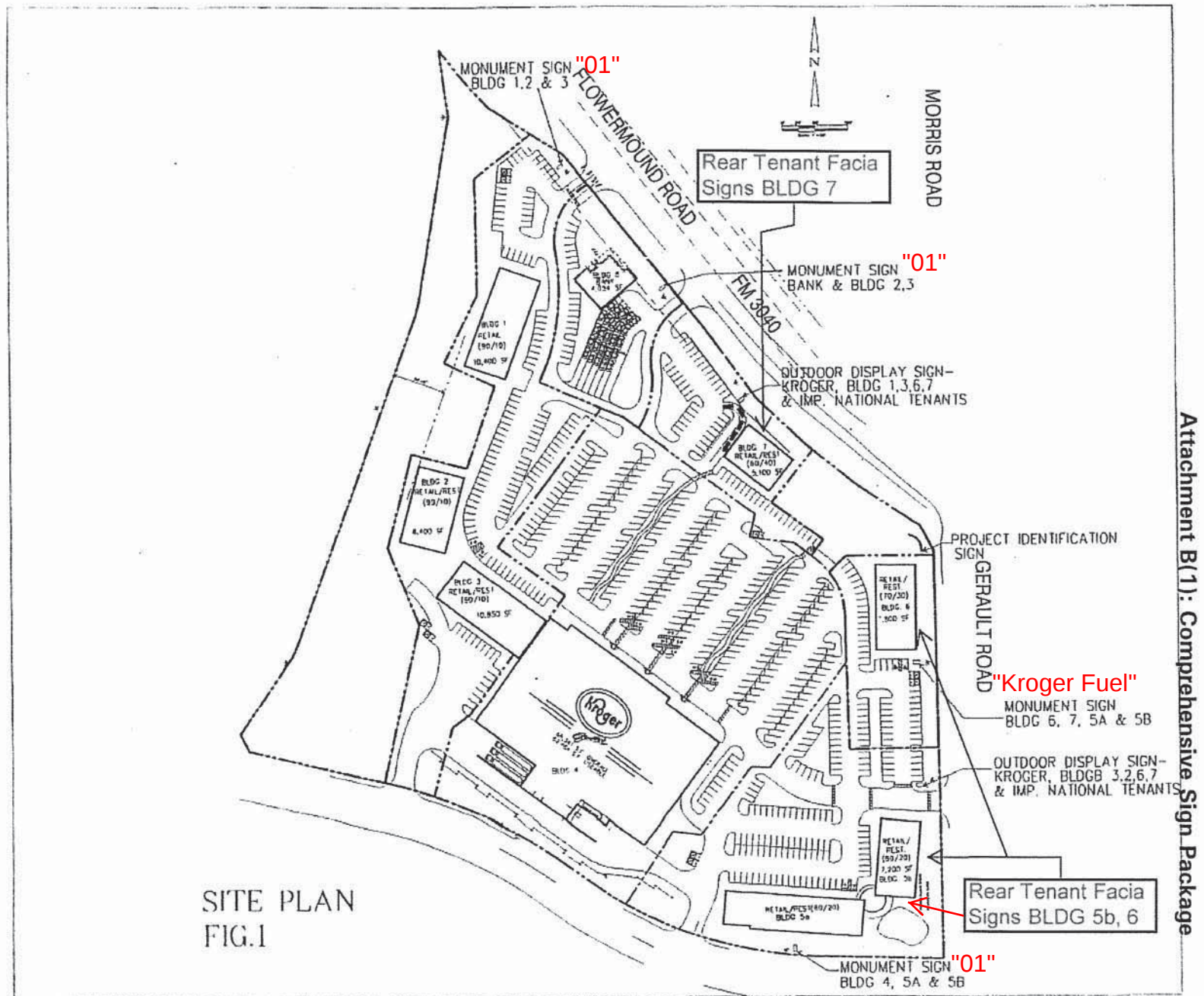


03 PROJECT IDENTIFICATION SIGN

SCALE: 1/4"=1'-0"

Fig. 9

Town of Flower Mound
TOWN SECRETARY'S OFFICE
OFFICIAL COPY



TOWN OF FLOWER MOUND, TEXAS**ORDINANCE NO. _____**

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 89-04, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 82 (PD-82), AND ORDINANCE NOS. 31-10, 08-14 AND 28-15, WHICH AMENDED THE COMPREHENSIVE SIGN PACKAGE FOR PD-82; BY REPLACING EXHIBIT "I," ENTITLED "COMPREHENSIVE SIGN PACKAGE," IN ITS ENTIRETY WITH A NEW EXHIBIT "I," ENTITLED "AMENDED AND RESTATED COMPREHENSIVE SIGN PACKAGE," FOR THE PINES OF FLOWER MOUND ADDITION, IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the Town Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as 18.79 acres of land being all of The Pines of Flower Mound Addition has filed an application for a Zoning Planned Development amendment to amend Ordinance Nos. 89-04, 31-10, 08-14 and 28-15 for Planned Development District No. 82 (PD-82); and

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on May 23, 2016, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on June 6, 2016, with respect to the zoning amendment described herein; and

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Zoning Planned Development amendment on the property.

WHEREAS, the Town Council finds that amendment as outlined herein is in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public.

ORDINANCE NO. _____

Page 2

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, THAT:

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property as shown below:

18.79 acres of land being all of The Pines of Flower Mound Addition, Denton County, Texas.

Exhibit "I" to Ordinance No. 89-04, as amended, which exhibit is entitled "Comprehensive Sign Package" is hereby replaced in its entirety with a new Exhibit "I," entitled "Amended and Restated Comprehensive Sign Package," attached as Exhibit "A" hereto and incorporated herein.

SECTION 2

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the Town of Flower Mound, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 3

It is hereby declared to be the intention of the Town Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 4

Any person, firm or corporation who violates any provision of this Ordinance or of the concept plan as adopted by the Town Council of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

ORDINANCE NO. _____

Page 3

SECTION 5

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 6

The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 7

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE _____ DAY OF _____, 2016.

APPROVED:

Thomas E. Hayden, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY**APPROVED AS TO FORM AND LEGALITY:**

Bryn Meredith, TOWN ATTORNEY

ORDINANCE NO. _____

Page 4

Exhibit "A"

AMENDED AND RESTATED COMPREHENSIVE SIGN PACKAGE

THE PINES *of Flower Mound*

AMENDED AND RESTATED
COMPREHENSIVE SIGN PACKAGE

Exhibit "I"

February 2016

THE PINES AT FLOWERMOUND

INDEX

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Submission Requirements
Responsibilities, Limitations, Liabilities

MONUMENT SIGNS

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OUTDOOR DISPLAY TOWER SIGNS

Description
Elevations (Fig. 8)

TENANT FACIA SIGNS

Description
Elevations (Fig. 2, Fig. 3)
Detail (Fig. 4)

PROJECT IDENTIFICATION SIGNS

Description
Elevations (Fig. 9)

Exhibit "I"**INTRODUCTION****Intent**

The purpose of this criterion is to establish the standards for the configuration, fabrication, installation and operation of tenant signage at properties that are owned and operated by Rosebriar Flower Mound, L.P., L.P. or its successors-in-interests (“Rosebriar” or “Landlord”).

Compliance with these regulations ensures the tenant of a sign, which meets industry standards of materials and fabrication. It ensures the center's owners of properly installed signage and in addition, a center free of poorly designed, fabricated and installed signs.

Submission Requirements:

This booklet should be given to your sign contractor to serve as a guide in preparing his design and cost estimates for you. Your sign contractor must have this booklet in order to give you a price that reflects a sign that complies with standards outlined in this booklet.

To obtain our approval, your sign contractor must submit two copies via email of your fabrication drawings to the offices of Rosebriar. These drawings must show:

1. The sign elevation on the full extent of the storefront.
2. Full specifications of all materials and colors in the sign.
3. One or more section drawings as necessary to describe the methods of assembly and electrical components used.

These drawings should be sent to the offices of Rosebriar Flower Mound, L.P. PO Box No. 541208, Dallas, TX-75354.

After submission documents are received, Rosebriar Flower Mound, L.P. will provide a letter of approval to the tenant, which is to be submitted to the town of Flower Mound as part of the request for sign permit.

Exhibit "I"

RESPONSIBILITIES, LIMITATIONS, LIABILITIES

No sign may be erected on the buildings or property without first securing the written approval of Rosebriar AND all signs shall comply with Town of Flower Mound requirements.

All permits as required by local building, or sign codes shall be obtained by the tenant or his sign contractor.

All costs for permitting, fabrication, and installation shall be borne by the tenant.

Channelume construction, utilizing "Armor-Ply" Plywood as letter backs is prohibited.

Banners, Flags or pennants (to include "Coming Soon" signs) are approved with approval from Rosebriar and conformance to the town of Flower Mound sign ordinance.

Box signs are prohibited.

Flashing Signs are prohibited.

Exposed neon signs are prohibited

Portable, trailer, changeable copy signs are prohibited.

Visible sign company names on tenant signage are prohibited.

The tenant and his sign contractor will be held liable for all costs required to move and/or correct signs, sign installations and damage to buildings caused by signs or installations which do not conform to these criteria.

Tenant will remove any signs prohibited by these criteria, at the tenant's expense, and if not removed by Tenant, Rosebriar has the right to remove at Tenant's expense.

All ground signs shall be set back 15' from any public right of way.

Exhibit "I"

WALL SIGNAGE:

TENANT FACIA SIGNS

LETTER STYLE

Per tenant's discretion with Rosebriar approval as long as letter style meets Town of Flower Mound requirements.

SIGN AND TYPE OF SIGN

Maximum sign copy shall comply with Town of Flower Mound regulations and Rosebriar sign requirements as shown in The Pines of Flower Mound Comprehensive Sign Package.

Maximum copy length: No more than 80% of the tenant's store frontage or architectural feature.

Wall Signs shall be channel letter type and be individually applied to the building UNLESS otherwise approved by Rosebriar.

TYPEFACE AND COLORS

Typeface and logos are subject to Rosebriar approval.

Letters to match PPG Duranar finish "Ivory" UC54412 or equal sign paint.

Internal lighting shall be in compliance with the Town of Flower Mound requirements and subject to Rosebriar approval.

INSTALLATION

Final electrical book-up shall be performed by a licensed electrician. Shop drawings shall be submitted to Rosebriar for approval. All penetrations through the masonry shall be through the mortar joints. All signage installation shall be in accordance with the Town of Flower Mound Codes and Ordinances, and the National Electrical Code. Transformer to be located in soffit plenum, Wiring by tenant. Plenum accessible through access panels in wall above storefront.

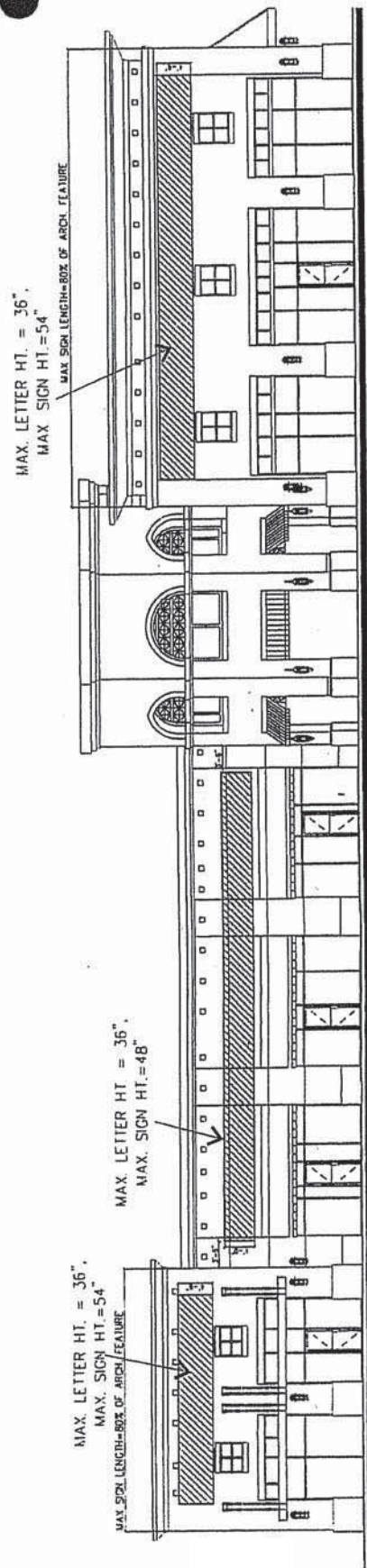


FIG. 2

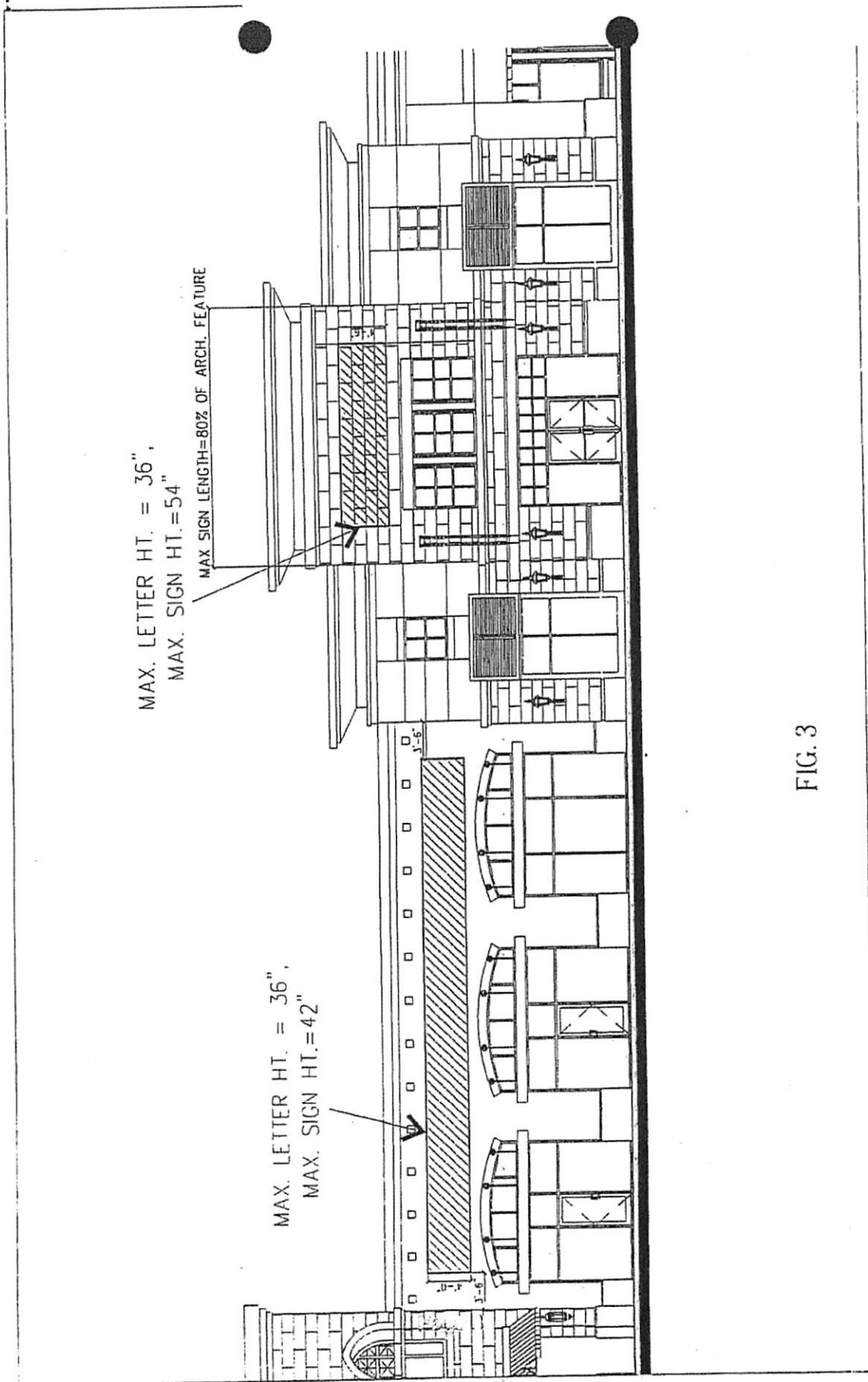
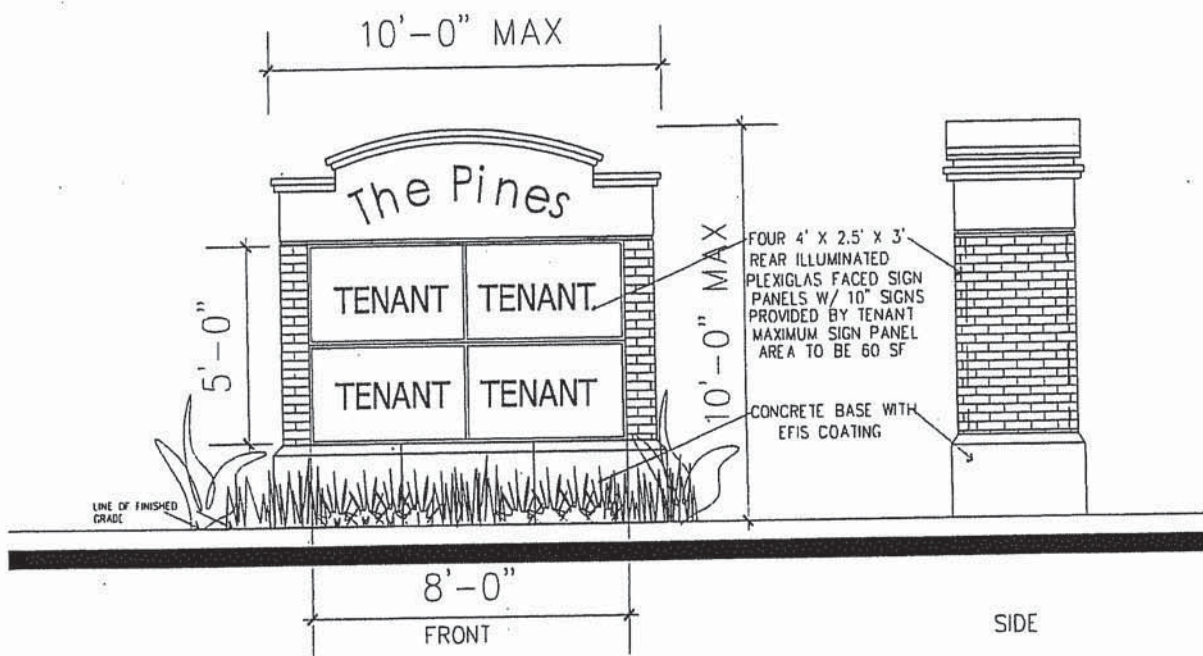


FIG. 3

Exhibit "I"



01 MONUMENT SIGN

SCALE: 1/4"=1'-0"

Fig. 7

Architectural drawing of a building facade showing a new Kroger fuel sign and existing tenant signs. The drawing includes dimensions for the signs and the building structure.

Sign Dimensions and Layout:

- New Kroger Fuel Sign:** 9'-0" wide, 1'-0" high. Features the Kroger logo and the text "UNLEADED 1.45 9".
- Existing Signs:** Two signs, each 3'-5" wide and 3'-7" high, with the text "TENANT".
- Sign Spacing:** 1'-5" between the top of the new sign and the top of the existing signs. 5 1/2" between the left side of the new sign and the left side of the existing signs.
- Sign Mounting:** 8" from the top of the new sign to the top of the building facade. 14" from the right side of the new sign to the right side of the existing signs.
- Building Structure:** 7'-7" wide, 1'-10" 3" high. Concrete base with textured coating. Line of finished grade.
- Existing Structure:** 3'-6" wide, 2'-6" high. Existing structure with textured coating.

SCALE: 1/4" = 1'-0"

Exhibit "I"

OUTDOOR DISPLAY SIGNS**TYPE OF SIGN**

The outdoor display signs are 25'-0" high x 15'-0" wide x 4'-0" deep with brick and EIFS finish system over metal stud frame. "THE PINES of Flower Mound" letters written in reverse channel aluminum letters with PPG Duranar "Ivory" UC 54412 colors finish. Each sign has two 12'-6" high x 8'-8" wide recessed sign boxes (one on each face) with 5 rear illuminated tenant ivory Plexiglas sign panels with vinyl letters.

SIZE OF LETTERS

Sign area: Anchor tenant will have 8'-4" wide x 3'-6" rear lighted sign panel .
Four tenants will have 8'-4" wide x 2'-1" rear lighted sign panel .

NUMBER AND LOCATION

There are 5 tenant sign panels on two faces of the monument sign walls.

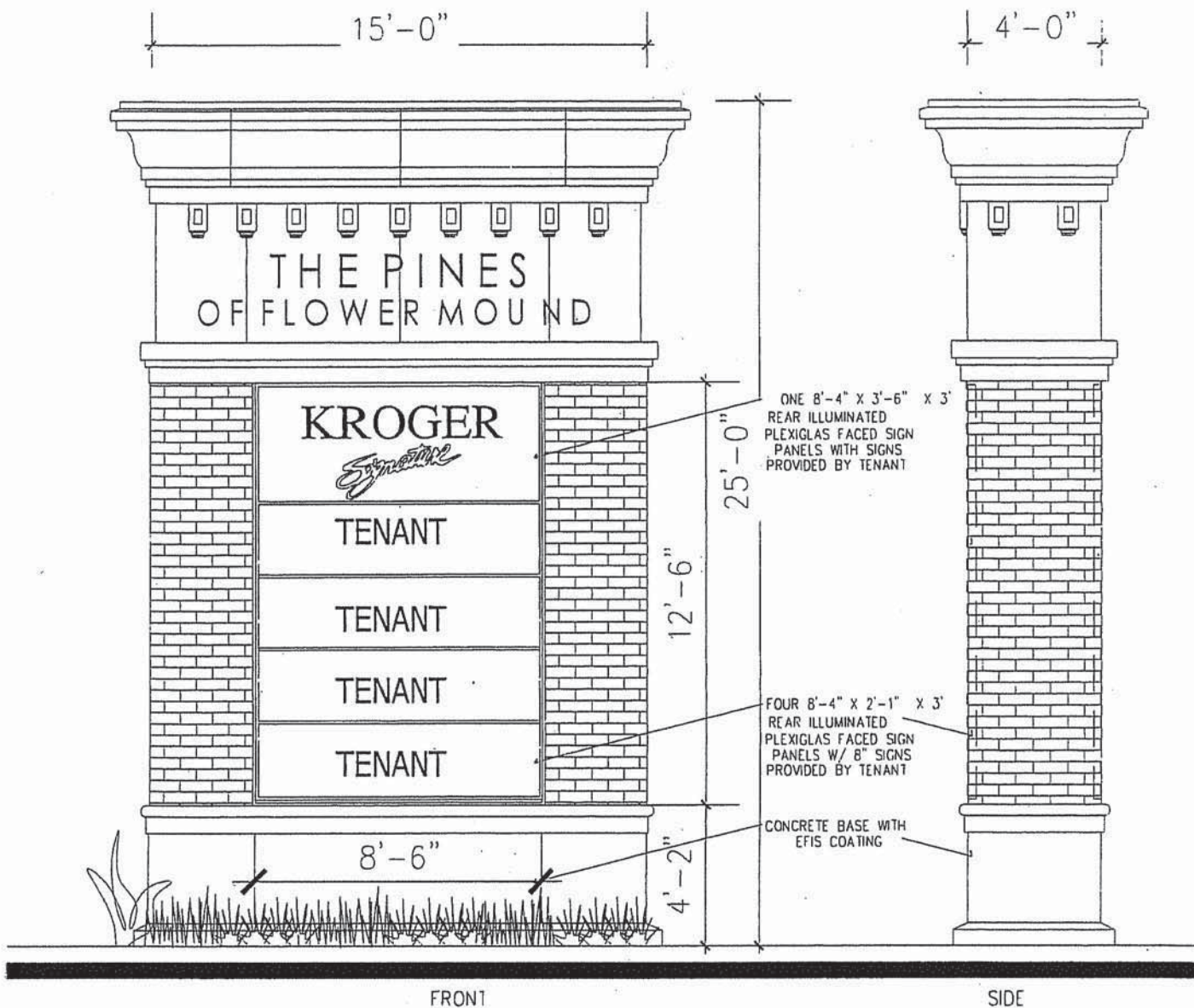
TYPEFACE AND COLOR

Logos & typefaces colors are subject to landlord approval.

INSTALLATION

A licensed electrician shall perform final electrical hook-up. Shop drawings shall be submitted to the landlord for approval. All signage shall be in accordance with the Town of Flower Mound Codes and Ordinances, and the National Electric Code. Transformer to be located inside the monument sign base, J box and rigid conduit to panel by landlord, wiring by tenant.

Exhibit "I"



02 OUTDOOR DISPLAY SIGN

SCALE: 1/4"=1'-0"

Fig. 8

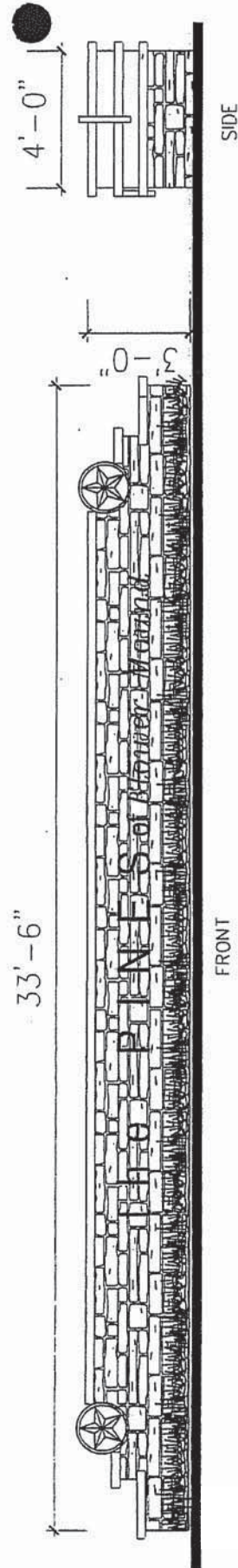
Exhibit "I"

PROJECT IDENTIFICATION SIGNS**TYPE OF SIGN**

The outdoor display sign are 33'-6" wide x 3'-0" wide x 4'-0" deep with simulated system over metal stud frame. " THE PINES at Flower Mound" written in 24" high reverse channel aluminum letters with black or bronze finish.

INSTALLATION

A licensed electrician shall perform final electrical hook-up. Shop drawings shall be submitted to the landlord for approval. All signage shall be in accordance with the Town of Flower Mound Codes and Ordinances, and the National Electric Code. Transformer to be located inside the monument sign base, J box and rigid conduit to panel by landlord, wiring by tenant.

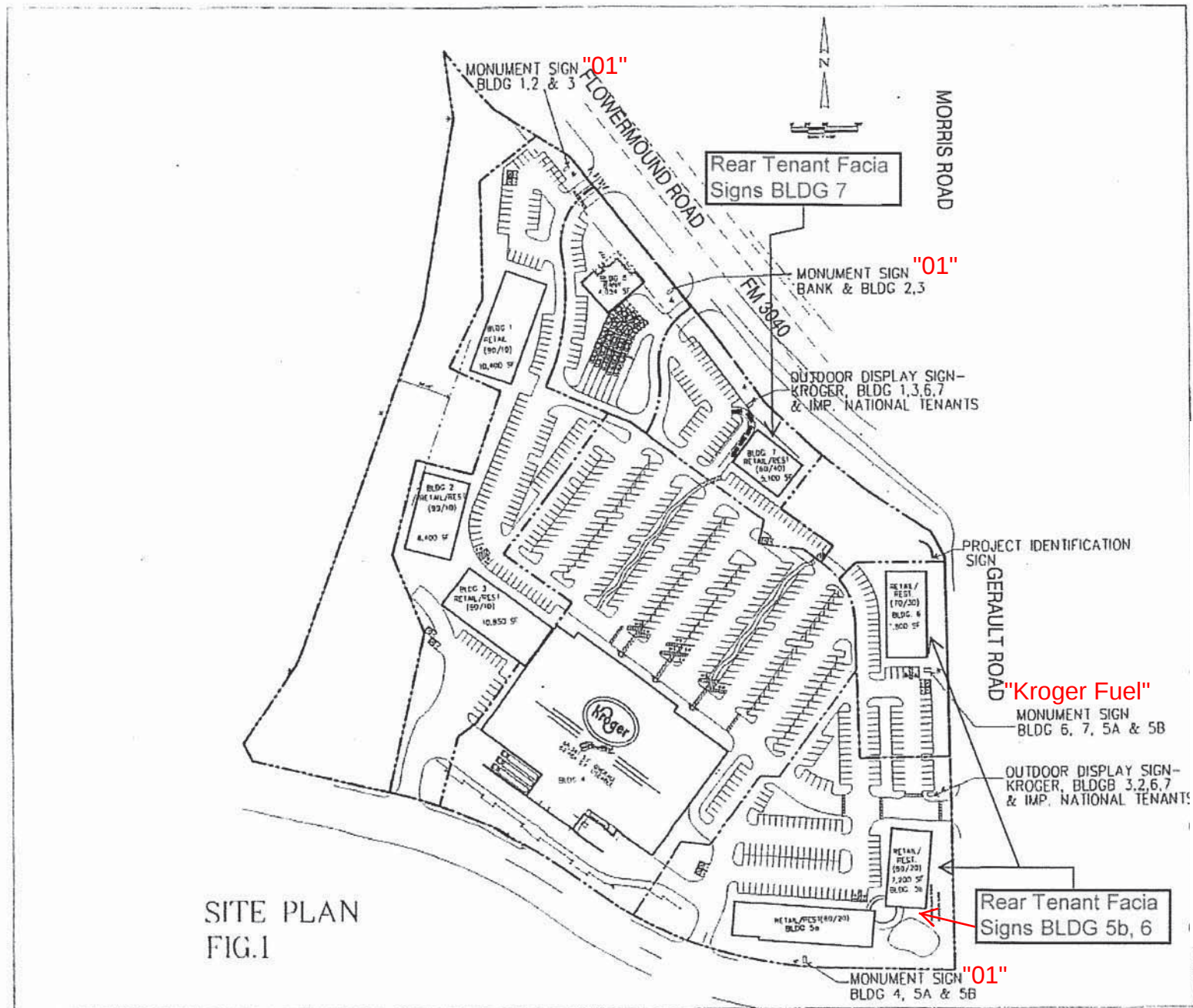


03 PROJECT IDENTIFICATION SIGN

SCALE: 1/4"=1'-0"

Fig. 9

Town of Flower Mound
TOWN SIGNAGE OFFICE
OFFICIAL COPY



Town Council Future Agenda Items



SCHEDULED	6/20/2016	Presentation	Proclamation for National Parks and Recreation Month
		Consent	Discuss and consider a Resolution of the Flower Mound Town Council affirming its support for the LISD in seeking fair and appropriate methods for educating local students.
		Consent	Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2016, in the principal amount not to exceed \$XX,XXX,000.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on June 6, 2016.
		Consent	Consider approval of an ordinance amending Chapter 38 of the code of ordinances, entitled "Fire Prevention and Protection" to provide for adoption of the International Fire Code, 2015 edition and local amendments thereto.
		Consent	Consider approval of an ordinance adopting Atmos Energy Corp., Mid-Tex Division's rate tariffs that reflect the negotiated rate change pursuant to the Rate Review Mechanism process.
		Consent	Consider approval of an Interlocal Cooperation Agreement with Denton County for the assessment and collection of ad valorem taxes for the period beginning October 1, 2016 and ending September 30, 2017, subject to renewal for an additional one-year term, and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of final acceptance of the Individual Parks Improvement (Gerault Game Field) project; authorization for final payment to Brownstone Companies, LLC, in the amount of \$11,081.25; and authorization for the Mayor to execute the same on behalf of the Town.
		Consent	Consider approval of the engagement letter with Pattillo, Brown & Hill, L.L.P., to perform external auditing services for the fiscal year ending September 30, 2016; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of Change Order No. 3, for the Sagebrush Drive Improvements project, amending the contract with CD Builders, Inc., for an increase to the contract in the amount of \$73,698.86; and authorization for the Mayor to execute same on behalf of the Town.

SCHEDULED	6/20/2016	Consent	Consider approval to award Bid No. 2016-63 to Humphrey & Morton Construction Co., Inc., for the construction of the Bakersfield Park Pedestrian Bridge project, in the amount of \$252,492.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the Professional Services Agreement with Criado and Associates, Inc., to provide professional engineering services, for the Yucca Drive and Woodbine Street Reconstruction projects for \$?????; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the award of Bid No. 2016-66 to XXXXX., for the FM 2499 @ FM 3040 Waterline Replacement project, in the amount of \$ XXXXX; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article II of the Code of Ordinances of the Town of Flower Mound, by amending Section 14-31,"International Building Code", and by adopting the 2015 edition of the International Building Code with amendments.
		Consent	Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article III of the Code of Ordinances of the Town of Flower Mound, by adopting the 2015 edition of the International Plumbing Code and by adopting the 2015 edition of the International Fuel Gas Code together and local amendments to such codes.
		Consent	Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article IV, of the Code of Ordinances of the Town of Flower Mound, by adopting the 2015 edition of the International Mechanical Code and local amendments thereto.
		Consent	Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article XIV, of the Code of Ordinances of the Town of Flower Mound, by adopting the 2015 edition of the International Residential Code and local amendments thereto.
		Consent	Consider approval of an ordinance amending Chapter 14, "Buildings and Buildings Regulations," Article XV, of the Code of Ordinances of the Town of Flower Mound, by adopting the 2015 edition of the International Energy Conservation Code and local amendments thereto.
		Regular	Public Hearing to reconsider a request for a Master Plan Amendment (MPA15-0013 – Parkside at Woodlake, Phase 2) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Medium Density Residential to High Density Residential on approximately 1.0 acre of land, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Rembert Drive and west of Long Prairie Road. (This item was denied by the Town Council at its April 4, 2016, meeting.)

SCHEDULED	6/20/2016	Regular	Public Hearing to reconsider a request for rezoning (ZPD15-0020 – Parkside at Woodlake, Phase 2) to amend Planned Development District No. 132 (PD-132) with Single-Family District-5 (SF-5) uses to include additional land, modify the development standards, and request certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Rembert Drive and west of Long Prairie Road. (This item was denied by the Town Council at its April 4, 2016, meeting.)
		Regular	Public Hearing to reconsider an application for a tree removal permit for two (2) specimen trees on property proposed for development at Parkside at Woodlake, Ph. 2. The property is generally located south of Rembert Drive and west of Long Prairie Road. (The Environmental Conservation Commission recommended denial by a vote of 4-2-0 at its March 1, 2016, meeting). (This item was denied by the Town Council at its April 4, 2016, meeting.)
		Regular	Public Hearing to consider approval of an ordinance amending Chapter 94, "Trees", of the Land Development Regulations (LDR16-0002 – Tree Ordinance Amendments) of the Code of Ordinances by amending Section 94-22, entitled "Protected tree lists," Section 94-23, entitled "Tree survey; development projects," Section 94-32, entitled "Trees located in buildable area," Section 94-39, entitled "Mitigation requirements for authorized tree removal," Section 94-40, entitled "Incentives for preservation of protected, specimen, and historic trees," Section 94-51, entitled "Enumeration," Section 94-65, entitled "Residential lots," Section 94-66, entitled "tree planting lists," Section 94-81, entitled "Exceptions," and deleting Section 94-67, entitled "Landscape credit for large trees," and to consider adopting an ordinance providing for said ordinance. (The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its May 23, 2016, meeting.)
		Regular	Move to approve the first reading of an ordinance granting a non-exclusive electric franchise to Oncor Electric Delivery Company LLC; and authorization for the Mayor to execute the same on behalf of the Town.
		Regular	Consider a request for a Record Plat (RC16-0005 – Longhorn Addition) to create a residential subdivision, with an exception to allow residential from a rural collector pursuant to Section 82-134 of the Code of Ordinances. The property is generally located east of Scenic Drive and south of Kensington Court. (The Planning and Zoning Commission recommended by a vote of to at its June 13, 2016, meeting.)
	7/18/2016	Consent	Western Pump Station CCA Amendment No. 1.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on June 20, 2016.
		Consent	Material Testing Services Selection.
		Consent	FM 2499 12-Inch Water Line Phase III Construction Award.

SCHEDULED	7/18/2016	Consent	Professional Engineering Services Selection.
		Regular	Charter Review Commission Final Report
		Regular	Move to approve the second reading of an ordinance granting a non-exclusive electric franchise to Oncor Electric Delivery Company LLC; and authorization for the Mayor to execute the same on behalf of the Town.
7/22/2016	Strategic Planning		Friday, July 22, 2016 Strategic Planning Session (4pm start) with the overflow option of Sat, July 23, 2016 (9am start). Location TBD.
8/4/2016	Consent		Consider approval of the minutes from a regular meeting of the Town Council held on July 18, 2016.
	Consent		Consider approval of the minutes from a work session of the Town Council held on July 21, 2016.
	Consent		Consider approval of an ordinance establishing the 2016 certified appraisal roll.
	Consent		Consider accepting the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2016, and ending September 30, 2017.
	Consent		Consider accepting the submission of the notice of an effective tax rate of \$ _____ per \$100 assessed valuation and a rollback tax rate of \$ _____ per \$100 assessed valuation for the fiscal year beginning October 1, 2016, and ending September 30, 2017.
	Consent		Consider proposing a maximum tax rate of \$0. _____ per \$100 valuation for the fiscal year beginning October 1, 2016, and ending September 30, 2017; and scheduling August 15, 2016, public hearings on the budget and tax rate, September 6, 2016, public hearing on the tax rate, and scheduling the September 19, 2016, adoption of said budget and tax rate; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
	Consent		Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 15, 2016, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 19, 2016, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
	Consent		Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 15, 2016, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 19, 2016, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.

SCHEDULED	8/4/2016	Consent	Individual Park Improvements (Glenwick Park Bridge) Construction Award.
		Consent	Wastewater Treatment Plant Rehabilitation Phase IV - Solids Facility Improvements - Construction
		Consent	FM 2499 12-Inch Water Line Phase III Testing Award.
	8/11/2016	Work Session	Hold a discussion and provide direction regarding the FY 2016-2017 Proposed Budget, including Community Support funding.
	8/15/2016	Consent	Oak Street Lift Station and Force Main Change Order No. 3 and Final Acceptance.
		Regular	Public Hearing to consider a tax rate of \$0._____ per \$100 assessed valuation.
		Regular	Call Special Election for November (Charter Amendments)
		Regular	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider the Flower Mound Crime Control and Prevention District proposed budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017.
		Regular	Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017.
		Regular	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider the Flower Mound Fire Control, Prevention, and Emergency Medical Services District proposed budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017.
	9/6/2016	Consent	FM 2499 / Gerault Drainage and Intersection Construction Award.
		Regular	Public Hearing to consider a tax rate of \$0._____ per \$100 assessed valuation.
	9/19/2016	Regular	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017.
		Regular	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution adopting the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017.

SCHEDULED	9/19/2016	Regular	Consider approval of an ordinance fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2016 and ending on September 30, 2017, and for each fiscal year thereafter until otherwise provided, at the rate of \$0._____ per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2016.
		Regular	Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017, and making appropriations for each fund and department.
	10/3/2016	Consent	2015 Street Reconstruction Construction Award.
	10/17/2016	Consent	2015 Street Reconstruction Testing Award.
FUTURE		Presentation	Public Information Act and Open Records Request review and discussion.
		Consent	Consider approval of an Intergovernmental Cooperative/Mutual Aid Agreement for Operational Assistance in Providing Security for the 2016 Republican National Convention in Cleveland, Ohio.
		Regular	PLACEHOLDER Consider approval of Exotic Animal Ordinance