

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

2/20/2017

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. **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.

E. **ANNOUNCEMENTS**

1. Announce recent and upcoming civic and social events.

F. **TOWN MANAGER'S REPORT**

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects
3. New town hall and library expansion
4. Senior housing
5. The Towns' regulations on 'Now Hiring' signs
6. Quality of cell service in certain parts of Flower Mound

G. **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).

H. COORDINATION OF CALENDARS

1. The next Town Council meeting is scheduled for Monday, March 6, 2017.

I. 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 2/6-** Consider approval of the minutes from a regular meeting of the Town Council held on February 6, 2017.
2. **Cancel 7/3 meeting-** Consider approval of canceling the July 3, 2017, regular meeting of the Town Council.
3. **Cancel 9/4 meeting-** Consider approval of canceling the September 4, 2017, regular meeting of the Town Council and calling a regular meeting on September 5, 2017.
4. **Active Network Contract-** Consider approval of an amended Service Agreement Contract with Active Network, LLC. to adjust the transaction fees, and authorization for the Mayor to execute same on behalf of the Town.
5. **Utility Bill Services-** Consider approval of an agreement with DataProse LLC for utility bill printing and mailing services, in the estimated annual amount of \$141,080, through an existing interlocal agreement between the Town of Flower Mound and the City of Plano, and authorization for the Mayor to execute same on behalf of the Town.
6. **2nd FY 16-17 Budget Amendment-** Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2016, and ending on September 30, 2017, as adopted by Ordinance No. 52-16 and amended by Ordinance 70-16 for adjustments to the Stormwater Utility Fund, General Fund and Vehicle and Equipment Replacement Fund.
7. **Army Corps of Engineer Solicitation-** Consider for Approval of 2017 Army Corps of Engineer Solicitation No. W9126G-17-T-0041 for Contract with TOFM for law enforcement services at Lake Grapevine
8. **Gaston Park Playground Equipment-** Consider approval of the purchase and installation of the 2016-17 Playground Replacements project, for the Gaston Park Playground, from Playwell Group, Inc., and PlayWorks, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$210,943.68.
9. **Oak Dr Water Main-** Consider approval of Change Order No. 3, for a decrease in the amount of \$75,000.27, the final acceptance of the Oak Drive Water Main Replacement project, and authorization of final payment to the contractor, A&M Construction and Utilities, Inc., in the amount of \$66,431.77; and authorization for the Mayor to execute on behalf of the Town.
10. **Toll Brothers DA Oak Bridge-** Consider approval of a Development Agreement with Toll Brothers, Inc. for the construction of Town infrastructure associated with the Oak Bridge residential development; and authorization for the Mayor to execute same on behalf of the Town.

J. REGULAR ITEMS

11. **Certificates of Obligation-** Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2017, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.
12. **PUBLIC HEARING: Yeager Properties, Inc. Chapter 3-** Public Hearing to consider approval of a Chapter 380 Agreement between the Town of Flower Mound and Yeager Properties, Inc.
13. **PUBLIC HEARING: MU Lakeside DFW-** Public Hearing to consider a request for rezoning (MU17-0001 – Lakeside DFW) to amend the Lakeside DFW Development Code by amending Section 7.1.B(2), “Unrestricted Materials,” to add EIFS as an Unrestricted Material applicable only to the Lakeside Tower, and by amending Section 8, “Signage Standards,” to allow for signs on construction cranes located within the MU-TEN and MU-C(3) Subzones, as well as amending certain wall sign regulations, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Long Prairie Road and along both sides of Lakeside Parkway. (The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its February 13, 2017, meeting.)
14. **PUBLIC HEARING: MPA17 Roofs & Parapets-** Public Hearing to consider a request for a Master Plan Amendment (MPA17-0003 - Urban Design - Roofs and Parapets) to amend Section 4, Urban Design Plan, by modifying the Roofs and Parapets standards regarding applicability and waiver process and criteria, and to consider adopting an ordinance providing for said amendment. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its February 13, 2017, meeting.)
15. **PUBLIC HEARING: ZPD16 Timber Creek Medical-** Public Hearing to consider a request for rezoning (ZPD16-0011 - Timber Creek Medical Park) to amend Planned Development District-114 (PD-114) with Retail District-2 (R-2) and Office District (O) uses to include additional land, modify the conceptual elevations and plans, 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 east of Long Prairie Road and south of College Parkway. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its February 13, 2017, meeting.)

K. 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 Board**, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number One (TIRZ #1), and Transportation Commission.

Town Council Meeting Agenda

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L. 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**, and Planning and Zoning Commission.
- 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. ONCOR working in TXDOT right of way.

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.

M. 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.

N. 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: February 17, 2017, at 9:50 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: February 20, 2017

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on February 6, 2017.

BACKGROUND INFORMATION: The Town Council held a regular meeting of the Town Council on February 6, 2017.

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 February 6, 2017.

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 6TH DAY OF FEBRUARY 2017, 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.

Meeting Video Link: <http://flowermoundtx.swagit.com/play/02062017-1271> (subject to change)

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

Tom Hayden	Mayor
Kevin Bryant	Mayor Pro Tem
Bryan Webb	Deputy Mayor Pro Tem (arrived at 7:00 p.m.)
Jason Webb	Councilmember Place 1
Don McDaniel	Councilmember Place 4
Itamar Gelbman	Councilmember Place 5

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Doug Powell	Executive Director of Development Services
Ken Parr	Executive Director of Public Works

A. CALL REGULAR MEETING TO ORDER

Mayor Hayden called the regular meeting to order at 6:00 p.m.

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

Chaplain Mike Liles gave the invocation and Mayor Hayden led the pledges.

D. PRESENTATIONS

1. Presentation from CoServ regarding Capital Credit allocation to the Town of Flower Mound.

Tracee Elrod, CoServ Area Manager, and Bill Ragsdale, District 6 Director, presented the Town with a Capital Credit allocation check in the amount of \$58,266.94

2. Certificate of Recognition for Town of Flower Mound volunteers, The Thallam Family.

Ms. Scott outlined the volunteer project completed by the Thallam family and each was presented with a Certificate of Recognition.

E. PUBLIC PARTICIPATION

Names listed below don't necessarily reflect the order in which each person spoke and all addresses are located in Flower Mound unless otherwise indicated.

	Speaker names and address	Subject (<i>as written on the form</i>)
1.	Sandeep Sharma, 2504 Stillwater Ct	Miscellaneous/Public Participation
2.	Claudio Forest, 1904 Towne View Blvd	Announce candidacy, Place 5
3.	Paul Stone, 709 Lake Bluff	Summit Club

F. ANNOUNCEMENTS

Mayor Pro Tem Bryant had the following announcements:

- Welcomed Flower Mound Citizens Academy members in attendance and expressed appreciation for their participation in the program
- Flower Mound Citizen's Police Academy enrollment opportunity

Councilmember Jason Webb had the following announcements:

- Offered congratulations to individuals and businesses that were presented special recognitions at the recent Chamber of Commerce annual banquet
- The Texas Recreation and Parks Society (TRAPS) selected the Flower Mound Senior Center as the recipient of the Recreation Facility Design and Excellence award

G. TOWN MANAGER'S REPORT

Update and discussion on:

1. Update and status report related to capital improvement projects.

Mr. Stathatos gave an update on the following CIP items:

- McKamy Creek road construction update
- Sagebrush Rd is now complete

2. Update and discussion on Economic Development projects.

Mr. Stathatos gave an update on the following ED projects:

- Lakeside DFW progress and future business openings
- Business of National Powersport Auction coming to Flower Mound
- Jenny Layne bakery and Portside Marketing accolades
- Job openings at Lisanti Food Services and Custom Ink

3. Update and discussion on new town hall and library expansion.

Mr. Stathatos provided a progress update on the new Town Hall. He also noted that the Library design is soon to be coming to the TIRZ Board.

4. Update and discussion on the Morriss/Gerault Road Capacity Improvement Project.

This item was removed from discussion as reflected in a subsequent agenda posting.

5. Update and discussion on the Canyon Falls tree removal request.

Mr. Stathatos informed Council that as a follow up to a previous Council meeting, staff worked with the developer to come up with the option of moving the road a little to allow the tree to be saved.

Mr. Stathatos responded to questions from Council as follows:

Mayor Hayden pointed out there is a project underway near the entrance of the Town at FM 2499 and the flyover. He indicated that within that project they are building a stone wall, and behind that wall there is a huge live oak tree. He requested staff look into the possibility of using that wall to say "Welcome to Flower Mound", and potentially back light the tree to make it a nice visual for those entering Flower Mound.

H. FUTURE AGENDA ITEMS

1. Councilmember McDaniel indicated he would like to discuss how the Town can work with Flower Mound businesses to help them fill job openings, which may include a sign ordinance discussion.

Mayor Hayden suggested establishing a partnership with the Chamber to have a job fair as previously discussed.

Mr. Stathatos pointed out that staff has initiated a dialogue with the Chamber about a job fair opportunity, and he also noted what the Town's sign ordinance allows with respect to new businesses.

There was consensus by a majority of Council to have a future agenda item on the topic.

2. Councilmember Gelbman indicated he would like to have a discussion about personal financial reporting of the Mayor and members of Council, similar to state and federal representatives, in the interest of transparency and for the purpose of identifying conflicts of interest.

There was not a consensus by a majority of Council to bring the item forward.

3. Mayor Pro Tem Bryant indicated there have been past discussions about sidewalk connectivity with the trails. He stated he would also like to include street lighting in that scope of work, particularly in areas of elementary and middle schools because there are safety concerns with kids walking home from school in the dark. In addition, he noted there is a significant amount of pedestrian traffic after dark with people walking their dogs, jogging, etc., and noted a review of areas where lights are either substandard or non-existent is needed.

There was consensus by a majority of Council to have a future agenda item on the topic.

Mayor Hayden inquired if this could be accomplished in the way of a report. Mayor Pro Tem Bryant responded he is seeking guidance as to the best way to handle getting it done.

Mr. Stathatos pointed out that staff is aware of some of the problem areas and could have a future agenda item to discuss how the Town can move forward to find a solution.

I. COORDINATION OF CALENDARS

1. The next Town Council meeting is a work session scheduled for Thursday, February 16, 2017.

Mayor Hayden announced that the next meeting is a work session on February 16, 2017.

2. Consider canceling the following 2017 meeting:

July 3, regular meeting (due to Independence Day next day)

Consider canceling and rescheduling the following 2017 meeting:

September 4 (Labor Day), regular and reschedule to September 5 (Tuesday)

There was Council consensus to proceed with the cancellation of the July 3rd meeting and to reschedule the September 4th meeting to September 5th.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on January 17, 2017.

RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council held on January 17, 2017.

2. Consider approval of the minutes from a work session of the Town Council held on January 19, 2017.

RECOMMENDATION: Move to approve the minutes from a work session of the Town Council held on January 19, 2017.

3. Consider approval of a resolution of the Town of Flower Mound, Texas calling for a general election to be held on May 6, 2017, for the offices of Town Council Place 1, Town Council Place 3, and Town Council Place 5.

RECOMMENDATION: Move to approve a resolution of the Town of Flower Mound, Texas calling for a general election to be held on May 6, 2017, for the offices of Town Council Place 1, Town Council Place 3, and Town Council Place 5.

4. Consider approval of a resolution adopting a Multiple Use Agreement with the Texas Department of Transportation (TxDOT) for the installation of an outdoor warning siren on TxDOT's highway right-of-way.

RECOMMENDATION: Move to approve a resolution adopting a Multiple Use Agreement with the Texas Department of Transportation (TxDOT) for the installation of an outdoor warning siren on TxDOT's highway right-of-way.

5. Consider approval of a Professional Services Agreement with Boswell & Reyes International, LLC., to provide construction materials testing services associated with the Bruton Orand EST Rehabilitation project, in the amount of \$31,460.00; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve a Professional Services Agreement with Boswell & Reyes International, LLC., to provide construction materials testing services associated with the Bruton Orand EST Rehabilitation project, in the amount of \$31,460.00; and authorization for the Mayor to execute same on behalf of the Town.

6. Consider approval of the purchase of one (1) 2017 Ford F-550 (upgraded from F-450) Regular Cab & Chassis w/Dakota Special Service Body and Versalift Aerial Unit for the Public Works - Traffic Operations Department from Sam Pack's Five Star Ford in the amount of \$102,662.00.

RECOMMENDATION: Move to approve the purchase of one (1) 2017 Ford F-550 (upgraded from F-450) Regular Cab & Chassis w/Dakota Special Service Body and Versalift Aerial Unit for the Public Works - Traffic Operations Department from Sam Pack's Five Star Ford in the amount of \$102,662.00.

7. Consider approval of the purchase of two (2) 2017 Ford F150 Extended Cab Pickup Trucks for the Development Services – Building & Inspection Services Department from Sam Pack's Five Star Ford in the amount of \$51,632.00.

RECOMMENDATION: Move to approve the purchase of two (2) 2017 Ford F150 Extended Cab Pickup Trucks for the Development Services – Building & Inspection Services Department from Sam Pack's Five Star Ford in the amount of \$51,632.00.

8. Consider approval of the purchase of one (1) Case 750 M LT Dozer with attachments for the Public Works – Stormwater: Drainage & ROW Department from Associated Supply Company, Inc in the amount of \$86,347.24.

RECOMMENDATION: Move to approve the purchase of one (1) Case 750 M LT Dozer with attachments for the Public Works – Stormwater: Drainage & ROW Department from Associated Supply Company, Inc in the amount of \$86,347.24.

Councilmember Jason Webb moved to approve by consent Items 1 – 8. Mayor Pro Tem Bryant 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, BRYANT, MCDANIEL, J. WEBB

NAYS: NONE

ABSENT: B. WEBB

K. REGULAR ITEMS

Mayor Hayden opened items 9 and 10 at the same time.

9. Public Hearing to consider a resolution supporting an application by Timber Place, LP to the Texas Department of Housing and Community Affairs (TDHCA) for the 2017 Competitive 9% Housing Tax Credits for the development of senior/elderly affordable rental housing at Auburn Drive and Cross Timbers Road.

Mayor Hayden offered comments relative to items 9 and 10 offering clarification on the multi-step process, clarification on what the tax credits involve, as well as what has been done to date, and expressed appreciation for the many emails Council has received on the topic.

Mr. Meredith or Mr. Stathatos responded to questions from Council as follows:

- Clarification regarding what the tax credit program means

Staff Presentation

Mr. Dalton gave a presentation for items 9 and 10 identifying or noting:

- Two entities involved
- The application process
 - o Applying for 9% Housing Tax Credits with the Texas Department of Housing and Community Affairs to develop age-restricted senior housing
 - o Requesting a resolution of support as part of the TDHCA application
 - o This is not a zoning request
- Location of Marigold Housing and current land use and zoning
- Location of Timber Place and current land use and zoning

Applicant Presentation

Todd Wind, Vice President – Development, Picerne Development Corporation of Florida, representing Timber Place

Mr. Wind gave a presentation identifying or noting:

- 100 unit active elderly development initially, and reduced to 96 units
- Tax credit program explanation
- Elderly limitation definition
- Unit features
- Resident programs
- Example elevations
- Photos of other projects they have completed (i.e. Laurel Court, Deland, FL)
- Benefits to Flower Mound
- Company background information
- Average age of resident
- Scoring parameters that makes Flower Mound a candidate for the tax credits
- Explanation of housing choice vouchers

Mr. Wind responded to the following questions from Council:

- How was the location selected
- Did you review the master plan for zoning in that area
- What happens in the event a resolution is not passed

Mayor Hayden opened the Public Hearing for items 9 and 10 at 7:20 p.m.

The following individuals either spoke in support or opposition, or had questions / comments related to the item: *Names listed below don't necessarily reflect the order in which each person spoke and all addresses are located in Flower Mound unless otherwise indicated.*

(9) or (10) after the name/address of each speaker represents the item number for which they spoke either in support or opposition, or had question(s) if noted on the form.

* = speaker card not submitted

Administrative Note: The handwriting on some of the speaker forms was not legible and for that reason may be spelled incorrectly in the columns below.

	Support: Comments/Questions		Opposition: Comments/Questions		Question(s)/ Comments Only
1	Dennis Toth, 2020 Skelton St (like concept but not location) (9 & 10)	1	Mark Habbinga, 3616 Polo Run Dr (9)	1	Sandeep Sharma, 2504 Stillwater Ct (9 & 10)

2	Carol Kohankie, 4312 Lauren Way (9 & 10)	2	Charles Norton, 3716 Austin Ct. (9)	2	Laura Dillon, 6013 Rock Cove (Yielded her time to Ms Potter for a request for clarification)
3	Doug Brown, 1721 Ingleside Dr (9 & 10)	3	Jim Reggio, 3607 Polo Run (9)		
4	Mary Kay Walker, 3229 Oak Meadow (9 & 10)	4	Sheila Benson, 3601 Old Mill Dr (9)		
5	Jim Engel, 3110 Bayberry (like concept but not the location) (9 & 10)	5	Kathy Holt (GM Bridgewood HOA), 5000 Par Dr (9)		
6	Edwena Potter, 5804 Valencia Dr (9 & 10)	6	Robert Filbin, 3700 Polo Run (9)		
7	Paul Stone, 709 Lake Bluff Dr (9 & 10)	7	Kia Mastey, 3608 Polo Run Dr (9 & 10)		
8	Patsy Mizeur, 1821 Castle Ct (9 & 10)	8	Srinvas Koka, 3700 Alberta Ln (9)		
		9	Chelsea Shear, 3712 Alberta Ln (9)		
		10	Ray Harris, 3808 Nan Ln		
		11	Gaurav Vig, 3804 Abron (9)		
		12	Dain Brinkerhoff, 3709 Pearl Ln (9)		
		13	Name omitted, 3801 Nan Ln		
		14	Kathrine Rodriquez, 1600 Stone Crest Dr(10)		
		15	Randall McKenzie		
		16	John Anandan, 3805 Abron Ln (9)		
		17	Sam Anderson, 1421 Big Falls (10)		
		18	Zhe Shir, 3617 Pearl (9)		
		19	Wael Chatila, 3816 Abron Ln (9)		
		20	Katharyn Rodriguez, 1600 Stone Crest Dr (10)		
		21	Cheryl Kiser, 3612 Alberta Ln (9)		
		22	Renee Doyle, 920 Drake Tr (9 & 10)		
		23	Meena, 3700 Alberta Ln (9)		
		24	Name inaudible, 1805 Marble Pass*		
		25	Rebecca Jones, 3619 Polo Run*		

		26	Randall McKenzie, 3604 Alberta Ln		
		27	Bruce Gasko, 1824 Stone Crest Dr*		
		28	Kevin Kidd, 3713 Austin Ct (9)		
		29	Robert Marshall, 1708 Stone Crest*		
		30	Andrew Koch, 3605 Alberta Ln		
		31	Ravi Haniyur, 3701 Pearl Ln (9)		
		32	Ann Heflin, 3800 Nan Ln (9)		
		33	William (Travis) Jacobsend, 3616 Alberta Ln (9)		

The following individuals submitted speaker forms; however, indicated they don't want to speak:

		34	Katherine Grote, 165 Double Oak Dr, Double Oak (9 & 10)		
		35	Neelina Gudpat, 3705 Pearl Ln (9)		
		36	Richard Kelly, 3608 Alberta Ln (9)		
		37	Gale David, 5317 Wildwood Dr (9 & 10)		

Many of the speakers indicated they were supportive of the concept of senior housing; however they were opposed to the proposed location of both developments.

Mayor Hayden closed the Public Hearing for items 9 and 10 at 8:58 p.m.

Councilmember McDaniel moved to approve a resolution supporting an application by Timber Place, LP to the Texas Department of Housing and Community Affairs (TDHCA) for the 2017 Competitive 9% Housing Tax Credits for the development of senior/elderly affordable rental housing at Auburn Drive and Cross Timbers Road. No one seconded the motion.

Motion failed due to lack of a second

10. Public Hearing to consider a resolution supporting an application by Marigold Housing, LP to the Texas Department of Housing and Community Affairs (TDHCA) for the 2017 Competitive 9% Housing Tax Credits for the development of senior/elderly affordable rental housing at Justin Road and Stone Hill Farms Parkway.

Applicant Presentation

Moe Mohanna, 330 W Victoria, Gardena, CA

Mr. Mohanna gave a presentation identifying or noting:

- Marigold Place development overview
- Site location and why they chose it

- Preliminary site plan
- Proposed elevation
- Unit amenities
- Company background
- Samples of facilities they have built (i.e. The Heights, Edinberg, TX; El Sereno (senior development), Cibolo, TX;
- Next steps
- Financial structure and sources, including clarification of the term of subsidy

Mr. Mohanna responded to questions from Council as follows:

- What happens if the resolution doesn't pass
- When do you know from the state which locations that are deemed ideal in a given year
- If the market is there for senior housing why would you abandon the opportunity just because you didn't get the tax credit – wouldn't you make money from the fair market; albeit charging more for the units
- Are you receiving any dollars from any government agency other than the \$10
- Does any government agency help pay the rents of the people that would be living there

Mr. Dalton or Mr. Powell responded to questions from Council as follows:

- What are the permitted uses for both sites, and what would the associated setbacks be
- Setback requirements as it relates to a three story structure such as a hotel
- Flexibility options that exist in amending a Planned Development
- If a hotel wanted to come to the site would Council have any say in a situation where they met all the requirements, similar to what was experienced with the car dealership
- Based on the information presented to date could the projects meet the Town's setback requirements

There was Council discussion for items 9 and 10 as follows:

- U.S. Census data that demonstrates there is a need for affordable senior housing in Flower Mound due to an aging population
- Concerns regarding the locations, including whether or not the product is buildable given the setbacks
- Additional steps that would be needed in the future should the resolution get approved
- Affordable housing is not needed given the home value increases over the years
- Appreciation for those who spoke during the public hearing, as well as those who sent emails
- How it has been established for some time that there is a need for senior housing, and the option of tax credits was not thought of as an option
- Vision for affordable housing was more on the lines of a home purchase in the range of \$200,00-\$250,000, and with a small yard, or rental rates in the range of \$1,000-\$1,500, and to explore ways the Town can get those types

- of products, and that might include a density change
- Whether tax credits is the right way to bring in affordable housing
 - Safety concerns from a transportation perspective (i.e. lighted intersection)
 - The possibility of other locations that can fit a larger need than the total number of units proposed
 - How an approval of the resolution sends a signal to the developer that Council will approve the development
 - How it was a Council decision to make this item a public hearing, even though there was not a requirement to do so in the interest of gathering public input
 - How it was the developer who approached the Town initially
 - How you can't restrict the housing to Flower Mound residents; no different than you can restrict who you sell your home to
 - Would have preferred the developer meet with staff prior to making a decision on the location
 - Rental versus ownership of senior housing
 - Background information related to the topic of senior housing
 - If tax credits is an acceptable option
 - Voting for the resolution allows for the tax credits but down the road Council could be saying no because of the location
 - Overall concerns regarding the location
 - Property owner rights and their interest for the application to be considered
 - How staff acts as the first filter for applications on a daily basis
 - How this item is a public forum because the state requires a referendum of support for the application; however, not for the project, location, design, setback, trees, or the number of units
 - How misinformation drives anger and pleased that no one brought up the subsidy aspect
 - How Council has been talking about senior housing for decades and it's time for action
 - How it's not Council's place to decide how the applicant spends their development money
 - The Council is still working on ways to get senior housing to Flower Mound (i.e. overlay)
 - How having a community of seniors who are experiencing similar things in life is important
 - Interest in having a conversation about other locations in the event the item fails
 - Encouraged citizens to stay engaged in the future even if a future senior housing development is not in their neighborhood

Councilmember McDaniel moved to approve a resolution supporting an application by Marigold Housing, LP to the Texas Department of Housing and Community Affairs (TDHCA) for the 2017 Competitive 9% Housing Tax Credits for the development of senior/elderly affordable rental housing at Justin Road and Stone Hill Farms Parkway. No one seconded the motion.

Motion failed due to lack of a second

L. BOARDS/COMMISSIONS (Executive Conference Room)

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

No action taken.

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 9:33 p.m. on February 6, 2017, 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, and reconvened into an open meeting at 9:53 p.m. on February 6, 2017, to take action on the items as follows:

- a. Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.

No action taken.

- b. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.

No action taken.

- c. Discuss and consider purchase, exchange, lease or value of real property for parks and/or other municipal purposes and all matters incident and related thereto.

No action taken.

O. ADJOURN REGULAR MEETING

Mayor Hayden adjourned the meeting at 9:53 p.m. on the 6th, February, 2017, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

THOMAS E. HAYDEN, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: February 20, 2017

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of canceling the July 3, 2017, regular meeting of the Town Council.

BACKGROUND INFORMATION: The Town Council meets regularly on the first and third Mondays of each month. Due to the Independence Day holiday, staff is proposing that the July 3, 2017, meeting be canceled.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

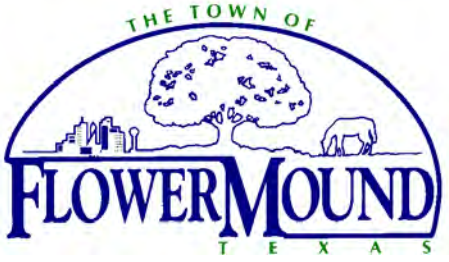
Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft cancelation notice

RECOMMENDATION: Move to approve canceling the July 3, 2017, regular meeting of the Town Council.



**NOTICE OF MEETING CANCELATION
FLOWER MOUND TOWN COUNCIL
FLOWER MOUND, TEXAS**

NOTICE IS HEREBY GIVEN THAT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, SCHEDULED FOR MONDAY, JULY 3, 2017, HAS BEEN CANCELED.

I HEREBY CERTIFY THAT THIS NOTICE OF MEETING CANCELATION WAS POSTED ON THE BULLETIN BOARD OF TOWN HALL, 2121 CROSS TIMBERS ROAD, FLOWER MOUND, TEXAS, IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE, CHAPTER 551, ON THE ____ DAY OF ____, 2017, AT ____ A.M./P.M.

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: February 20, 2017

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of canceling the September 4, 2017, regular meeting of the Town Council and calling a regular meeting on September 5, 2017.

BACKGROUND INFORMATION: The Town Council meets regularly on the first and third Mondays of each month. Due to the Labor Day holiday, staff is proposing that the September 4, 2017, meeting be canceled, with a regular meeting scheduled for Tuesday, September 5, 2017.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

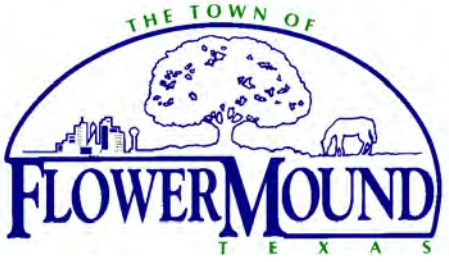
Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft cancelation notice

RECOMMENDATION: Move to approve canceling the September 4, 2017, regular meeting of the Town Council and calling a regular meeting on September 5, 2017.



**NOTICE OF MEETING CANCELTION
FLOWER MOUND TOWN COUNCIL
FLOWER MOUND, TEXAS**

NOTICE IS HEREBY GIVEN THAT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, SCHEDULED FOR MONDAY, SEPTEMBER 4, 2017, HAS BEEN RESCHEDULED TO TUESDAY, SEPTEMBER 5, 2017.

I HEREBY CERTIFY THAT THIS NOTICE OF MEETING CANCELTION WAS POSTED ON THE BULLETIN BOARD OF TOWN HALL, 2121 CROSS TIMBERS ROAD, FLOWER MOUND, TEXAS, IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE, CHAPTER 551, ON THE ____ DAY OF ____, 2017, AT ____ A.M./P.M.

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: February 20, 2017

FROM: Chuck Jennings, Parks and Recreation Director

ITEM: **Consider approval of an amended Service Agreement Contract with Active Network, LLC. to adjust the transaction fees, and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: On December 7, 2015, Town Council approved a contract with the Active Network, LLC. (Active) to provide service, support, and software access for the technical management of park facilities and recreational programs. The Town's Parks and Recreation Division had been using Active's CLASS Database Software since 2007 and their public web-based interface (online registration) since March of 2011. The approval of the new agreement was necessary as Active was phasing out its CLASS software in 2017 and stopped support for it in December of 2016.

Per the contract, the Town pays a fixed percentage per transaction which includes technology and credit card processing fees. These fees were originally set based on a special Texas Group Buy incentive program that Active offered. Due to additional cities migrating to Active, the fees for the cities already in the Group Buy program have decreased resulting in the need to amend the service agreement contract.

Additionally, language referring to the public interface (online registration) fee needs to be amended so that Active can pass these fees on to the online registrant as a convenience fee. The 3.00% fee will be charged to the registrant per transaction to cover the credit card processing and technology fees.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: Jeremy Page of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the proposed amended contract as to form and legality.

ATTACHMENT:

1. Proposed Amendment to Contract
2. Executed Contract

RECOMMENDATION: Move to approve an amended Service Agreement Contract with Active Network, LLC. to adjust the transaction fees, and authorization for the Mayor to execute same on behalf of the Town.

**AMENDMENT #1
TO THE AGREEMENT**

This Amendment No. 1 (this “**Amendment**”) is made effective as of _____ (the “**Amendment Effective Date**”) by and between Town of Flower Mound (“**Client**”) and Active Network, LLC (“**Active**”) and amends that certain Service Agreement Contract # 01440014, dated as of December 7, 2015, (the “**Agreement**”) entered into by the Parties. Client and Active are also individually referenced herein as a “Party” and collectively as the “Parties.” Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

NOW THEREFORE in consideration of the mutual covenants, recitals and promises contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties hereto hereby agree as follows:

1. **Changes to the Agreement.**

A. Transaction Fees from Exhibit / Schedule A (based on original contract)

Product	Fee	Fee %	Product Description
ACTIVE Net - Staff Interface - Technology Fee		1.25%	Migration Loyalty Rates for first term of contract for organizations between \$1,500,000 to \$8,000,000 in annual revenue through ACTIVE Net.
ACTIVE Net - Public Interface - Online Transaction Fee		3.75%	Migration Loyalty Rates for first term of contract for U.S. organizations between \$1,500,000 to \$8,000,000 in annual revenue through ACTIVE Net
ACTIVE Net - Staff Interface - Payment Processing Fee - Credit Card		2.50%	Migration Loyalty Rates for first term of contract for U.S. organizations between \$1,500,000 to \$8,000,000 in annual revenue through ACTIVE Net and Canadian organizations exceeding \$8,000,000 annual revenue.
ACTIVE Net - Public Interface Fee Set up – Split			

Are deleted and replaced by Transaction Fees Below

Product	Fee	Fee %	Product Description
ACTIVE Net - Staff Interface - Technology Fee		0.75%	Percentage fee applied for Technology usage
ACTIVE Net - Public Interface - Online Transaction Fee		3.00%	Percentage fee applied to each online transaction
ACTIVE Net - Staff Interface - Payment Processing Fee - Credit Card		2.25%	Percentage fee applied to each credit card transaction
ACTIVE Net - Public Interface Fee Set up - passed to online registrant			

2. **Full Force and Effect.** Except as expressly modified herein, the Agreement remains in full force and effect. All references in the Agreement to “this Agreement,” “hereto,” “hereof,” “hereunder” or words of like import referring to the Agreement shall mean the Agreement as amended by this Amendment. In the event any of the terms and conditions of the Agreement conflict with the terms and conditions of this Amendment, the terms and conditions of this Amendment shall prevail only as to the subject matter expressly stated herein.

3. **Counterparts.** This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document, binding against each of the Parties. To the maximum extent permitted by law or by any applicable governmental authority, this Amendment may be transmitted by facsimile, electronic mail (including pdf) or other transmission method with the same validity as if it were an ink-signed document and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

4. **Amendment Summary.**

Name of Document	Purpose	Effective Date
Service Agreement Contract # 01440014	Service Agreement	December 7, 2015
Amendment #1	Fee Change Amendment	Date of Signature

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Amendment Effective Date.

Active Network, LLC
by its authorized signatory

By: _____

Name: _____

Title: _____

Date: _____

Town of Flower Mound
by its authorized signatory

By: _____

Name: _____

Title: _____

Date: _____

Service Agreement Contract #[01440014]

This Service Agreement ("Agreement") is made effective as of December 7, 2015 (the "Effective Date") and entered into between Active Network, LLC ("Active" or "we" or "us") and [the Town of Flower Mound, Texas] ("you" or "your" or "Client"). The parties agree as follows:

1. **Services.** Active will provide services and support ("Services") related to Parks and Recreation Division events, camps, licenses, classes, tickets, contests, permits, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "Events"), including without limitation access to its software as a solution product ("Software"). The features, services, options, and fees may be described more fully on web pages describing the Software and Services, and/or in an applicable schedule, quote, pricing form, order form, or similar document (each, a "Schedule"). From time to time, the parties may enter into new Schedules. Each Schedule will be generated by Active, reference this Agreement or the Contract Number above (if applicable), must be signed by Client, and will be governed by and incorporated into this Agreement. You agree to cooperate with us and to provide us with certain information relating to your organization as necessary for us to provide the Software and Services. Software provided under this Agreement is deemed delivered when access is made available to you.

2. **License to Intellectual Property/Promotion.** a) Active retains all right, title, and interest in and to its Software and Services and any underlying software subject to the limited license in this Agreement.

b) Active hereby grants to you a limited, non-exclusive, non-transferable, non-sublicensable license during the term of this Agreement (i) to use the Software and Services for the purposes of offering, promoting, managing, tracking, and collecting fees in connection with your Event(s) solely in accordance with the Schedule and this Agreement, and (ii) to display, reproduce, distribute, and transmit in digital form Active's name and logo solely for the purposes set forth in this Section 2. You hereby grant to Active a limited license to use information provided by you relating to your organization and Event, which may include content regarding the Event, your organization's name, trademarks, service marks, and logo, solely in connection with the promotion of your organization or Events and the Services that we provide. All rights not expressly granted herein are reserved.

c) You will make reasonable efforts to promote and encourage the use and availability of the Software in connection with the promotion of Events. During the term of this Agreement, Active will be the sole and exclusive provider of registration software and other services similar to the Software and Services provided to Client hereunder for all of Client's Events with respect to Client's existing facilities and any similar future facilities for which registration begins during the term of this Agreement. Client shall allow Active an opportunity to bid for services similar to the Software and Services provided to Client hereunder for all future facilities Client acquires during the term of this Agreement which are not similar to Client's existing facilities. Client expressly understands and agrees that the exclusivity set forth in this Section is consideration in exchange for the pricing and other benefits being provided to Client hereunder. In the event that Client breaches its exclusivity obligations under this Section, Client agrees to pay the Liquidated Damage Amount (as defined below) related to the breach of exclusivity.

d) Client shall: (i) not reverse engineer, disassemble, modify, incorporate into or with other software, or decompile any Software or prepare derivative works thereof; (ii) not copy, modify, transfer, display, or use any portion of the Software or Services except as expressly authorized in this Agreement or in the applicable documentation; (iii) not contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or intellectual property rights, title, or interest of Active in and to any Software or Services; (iv) not use the Software to transmit, publish, or distribute any material or information: (1) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (2) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the Software; (3) that is inaccurate or misleading; or (4) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) not attempt to gain access to any systems or networks that connect thereto except for the express purpose of using the Software for their intended use; (vi) not rent, lease, sublicense, resell, or provide access to the Software on a time-share or service bureau basis; (vii) not engage in any activity that interferes with or disrupts the Software or Services; (viii) not obliterate, alter, or remove any proprietary or intellectual property notices from the Software or Services; (ix) use the Software and Services exclusively for authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others; (x) not take any steps to avoid or defeat the purpose of security measures associated with the Software and Service, such as sharing of login and password information, or attempt to circumvent any use restrictions.

e) The Software may include encryption software or other encryption technologies that may be controlled for import, export, or purposes under the laws and regulations of the countries and/or territories in which the Software and Services are used ("Applicable Law"). Client may not export, re-export, or assist or facilitate in any manner the export or re-export of, any portion of the Software, as determined by Applicable Law under which Client operates: (i) to any country on Canada's Area Control List; (ii) to any country subject to UN Security Council embargo or action; (iii) contrary to Canada's Export Control List Item 5505; (iv) to countries subject to U.S. economic sanctions and embargoes; and (v) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items, including, to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the Bureau of Industry and Security's Denied Persons List. Client hereby represents and covenants that: (a) to the best of Client's knowledge, Client is eligible to access the Software under Applicable Law; (b) Client will import, export, or re-export the Software to, or use or access the Software in, any country or territory only in accordance with Applicable Law; and (c) Client will ensure that users who register for, sign up, or otherwise use the Services in connection with Events ("End Users") use the Software in accordance with the foregoing restrictions.

3. **Information Collection.** Active collects certain information from End Users. You may login to our data management system to access End User information relevant to an Event. You are responsible for the security of your login information and for the use or misuse of such information. You will immediately disable a user's access who is using the Software or Services on your behalf or notify Active in writing if any such user is no longer authorized or is using such information without your consent. Active may rely, without independent verification, on such notice, and Client, inclusive of Client's parent, subsidiary and affiliated entities, as applicable, and each of their respective officers, directors, managers, shareholders, owners, agents, employees, contractors, and representatives, to the extent allowed by Texas law and not otherwise void against public policy, covenant not to sue and agree to defend, indemnify, and hold harmless Active from any claims arising from Active providing, denying, suspending, or modifying access to or use of the Software and Services of any individual as directed by Client or by someone who Active reasonably, under the circumstances, believes is authorized to act on behalf of Client. In the event of any dispute between two or more parties as to account ownership, you agree that Active will be the sole arbiter of such dispute in its sole discretion and that Active's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties. You agree not to use the Software or Services to collect or elicit (a) any special categories of data (as defined in the European Union Data Protection Directive, as may be amended from time to time), including, but not limited to, data revealing racial or ethnic origin, political opinions, or religious or other beliefs, trade-union membership, as well as personal data concerning health or sexual life or criminal convictions other than as expressly directed by Active, and in such event, only in pre-defined fields within the Software that are intended for that purpose; or (b) credit card information other than in pre-defined fields within the Software that are intended for that purpose. Both parties agree to use the collected information in compliance with (i) all applicable laws, rules and regulations, including, without limitation, those governing privacy (e.g., by including an appropriate CAN-SPAM opt out mechanism in email communications) and the use of credit card data (e.g., using credit card information only for purposes authorized by the cardholder); (ii) applicable credit card network rules and Payment Card Industry Data Security Standards; and (iii) Active's privacy policy, as published on its website or otherwise provided by Active from time to time. Notwithstanding any other provision to the contrary in Active's privacy policy or as a part of this Agreement, information collected or relating to this Agreement may be disclosed or released upon request by a third party as required by the Texas Public Information Act, Texas Attorney General Opinion, or court ruling. Client agrees to timely provide notice of any such Public Information Act request, so that Active can seek appropriate relief or take action to prevent such disclosure.

Service Agreement

Contract #[01440014]

4. **Fees.** a) Client will pay the fees as more fully described in the applicable Schedule. Unless otherwise set forth on the applicable Schedule, Active will charge registration fees to individuals who register for the Events online, and will process and collect such fees as a merchant of record according to the card networks. On a weekly basis, unless otherwise set forth in the applicable Schedule, Active will pay you sums due you based on the total fees collected, net of Active's service fees as set forth in the applicable Schedule and any other deductions provided herein. The applicable currency will be set forth on the Schedule.
- b) Active may suspend its performance hereunder, including remitting payments or terminate this Agreement in the event it reasonably believes that your use of the Software or Services is not in compliance with applicable law or this Agreement, is fraudulent, or is otherwise suspect, or if there is a dispute as to the legal authority of a Customer-associated party to perform hereunder. If Active reasonably believes that a transaction may be fraudulent or otherwise contrary to law, Active may issue an invoice or offset an equivalent amount from your account or any payment Active owes to you and return the value to the End User (as set forth below) and if sufficient funds are not available, you must reimburse Active on demand. Active will notify you of the reason for such offset provided that it is lawful to do so.
- c) Any minimum volume commitment will be set forth in the applicable Schedule. The minimum volume calculation will begin on the date of the first live operational use of the Software for the Event(s) ("Go-Live Date"). If the Schedule indicates that you are paying on a subscription basis, you will be invoiced for the first year of subscription fees upon the Go-Live Date, with subsequent annual subscription fees being invoiced upon each anniversary of Go-Live Date.
- d) If (i) you fail to meet an agreed upon minimum volume commitment as set forth in a Schedule; (ii) there are any overdue amounts owed by you; or (iii) there are returned charges or items, including those resulting from any error or complaint related to an Event, Active has the right to charge fees owed to Active by you by issuing an invoice, or by offsetting the deficiency from any account balance you maintain with Active or any payment Active owes you.
- e) All amounts owed by you that are not directly collected by Active from End Users are due from you within thirty (30) days from either (i) the end of the remittance cycle during which the fees accrued (if related to registrations) or (ii) the date of the applicable invoice. These fees are displayed on your account statement. Past due fees shall accrue interest at the lesser of the annual rate of ten percent (10%) per annum or the maximum amount permitted by applicable Texas law. In the event of delay in paying a fee, you agree to reimburse Active for any reasonable fees incurred in its collection efforts as specified in Texas Gov't Code Ch. 2251. Active may suspend or deactivate your account, including suspending its performance and obligation to remit payments hereunder, if your account is more than thirty (30) days past due.
- f) Active may modify the fees once per calendar year, provided that any increase will not exceed twelve and a half percent (12.5%) over the then-current fees. Active shall notify Client at least thirty (30) days in advance of any such change.
- g) You are solely responsible for, and will pay, any and all use, excise, sales or privilege taxes, duties, value added taxes, fees, assessments, or similar liabilities, chargeable by a governmental authority (collectively, "Taxes") as a result of any Software or Service provided under this Agreement. Taxes on Active's net income are excluded. h) All fees described in the applicable Schedule are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any end user.
- h) In the event you are entering into this Agreement and using the Services for the benefit of a third-party Event or organization ("Third Party Beneficiary"), you agree that we may remit amounts directly to the Third Party Beneficiary identified by you. In addition, you agree to include provisions in your agreement with such Third Party Beneficiary that are at least as protective of Active as Sections 5 and 6 herein. Should you fail to include such provisions in your contract with the Third Party Beneficiary and the failure results in costs or damages to Active, to the extent allowed by Texas law and unless otherwise void as against public policy, you agree to defend, indemnify, and hold Active harmless from any such costs and damages, including, without limitation, reasonable attorneys' fees. In addition, you agree to be responsible and liable for each Third Party Beneficiary's compliance with the terms and conditions of this Agreement.
- i) It is your responsibility to notify End Users of your refund policy. You must ensure that your refund policies are consistent with this Agreement. You agree that all fees for a given Event are earned by you only following either the conclusion or delivery of the applicable Event (as applicable) and all amounts ultimately due to you will be net of all service fees, reversals, refunds, disputed charges, chargebacks and other deductions, whether due to customer complaints, allegations of fraud, discrepancies related to the applicable Event or otherwise. No payments shall be made to you with respect to any Event that is cancelled. If payments have already been made by Active to you for a cancelled Event or if Active reasonably determines that it is prudent or otherwise necessary to pay a refund to or honor a chargeback request from an End User, Active may issue an invoice or offset an equivalent amount from your account or payment owed by Active to you and return the value to the End User, and if sufficient funds are not available, you must reimburse Active on demand. Active will notify you of the reason for such offset provided that it is lawful to do so.
5. **Disclaimer of Warranty/Limitation of Liability.** ACTIVE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS. SOFTWARE AND SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ACTIVE SHALL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, TORT, OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, COST OF REPLACEMENT SERVICES, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES. ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIMS DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE.
6. **Indemnification.** a) Active shall defend, settle, and pay damages (including reasonable attorneys' fees) ("Damages") relating to any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("Claims") against Client to the extent that such Claim is based upon Active's proprietary Software infringing a United States patent, registered copyright, or registered trademark provided that the Software is used in accordance with this Agreement.
- b) To the extent allowed by Texas law and unless otherwise void as against public policy, you shall defend, settle, and pay Damages relating to Claims to the extent based on (i) injury or death to a person or damage to property resulting from the participation in an Event operated by you in connection with the Software and/or Services; (ii) your provision of materials, products, or services as part of your obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used by Active in accordance with this Agreement; (iii) your use of the Software and/or Services in violation of Section 2(e); (iv) any claims for refunds, reversals, or chargeback requests from End Users; and/or (iv) brought by a Third Party Beneficiary or brought in connection with Active's payment to a Third Party Beneficiary of any fees due hereunder in accordance with this Agreement. For the purposes of Sections 5 and 6, reference to Active shall also include its suppliers and licensors.
7. **Term and Termination.** The term of this Agreement shall be for three (3) years from the Effective Date with automatic renewals for one (1) year terms thereafter, unless either party gives written notice to the other party to terminate this Agreement no less than six (6) months prior to the expiration of the then-current term. Either party may terminate this Agreement: (a) upon a material breach by the other party, if such breach is not cured within thirty (30) days following written notice to the breaching party; or (b) where the other party becomes unable to fulfill its payment obligations generally or is subject to a filed bankruptcy petition or formal insolvency proceeding that is not dismissed within thirty (30) days. Notwithstanding the termination or expiration of this Agreement under any circumstance other than in the event of Active's breach of the Agreement, the parties agree that Active will continue to be the exclusive provider of registration

Service Agreement Contract #[01440014]

software and other services similar to the Software and Services provided to Client hereunder for all of Client's Events for which registration begins during the term of this Agreement until the Event occurs or registration or similar services are no longer needed.

7.1. Non-appropriation of Funds. Client, a political subdivision of the State of Texas, operates on a fiscal year October 1 through September 30. In the event funds are not appropriated and Active has begun performance, Client will provide Active with prompt, not to exceed five (5) days', written notice and reasonable documentation of such failure to appropriate funds. Upon receipt of such notice, Active shall immediately terminate this Agreement without further obligation to Client. Notwithstanding anything herein to the contrary, for the period prior to the date of termination, Client will pay Active for all services rendered, a prorated amount of all Software license fees, and all non-cancelable commitments entered into by Active on behalf of the Client.

8. Assignment. a) Active may assign any of its rights or obligations under this Agreement. Client may not resell, assign, or transfer any of its rights or obligations hereunder except as expressly provided herein, and any attempt to resell, assign, or transfer such rights or obligations without Active's prior written approval will be null and void.

b) Except for Retained Assets (as defined below), Client shall cause each Schedule hereunder to be assigned to (i) the purchaser of all or substantially all of Client's assets or equity securities or (ii) to any successor by way of merger, consolidation, or other corporate reorganization of Client ((i) and (ii) together, a "Change of Control").

c) In addition, if Client seeks to sell, assign or otherwise transfer any Events which are the underlying subject matter of any Schedule (the "Subject Assets") regardless of whether such sale, assignment or transfer constitutes a Change of Control (any such transaction, a "Transfer"), Client shall cause the portion of the applicable Schedule relating to such Event(s) to be assigned to the purchaser or assignee of the Subject Assets (i.e. Client shall require the purchaser to assume Client's obligations under the applicable Schedule and this Agreement relating to such Event); provided however, in the event Client seeks to consummate a Transfer or enters into a Change of Control, but Client retains assets (i.e. Events) which are the underlying subject matter of a Schedule ("Retained Assets"), Client shall cause the applicable portion of the Schedule relating to the Subject Assets to be assigned to the purchaser or assignee of the Subject Assets, and Client shall retain its obligations under this Agreement and the Schedule(s) relating to the Retained Assets. Client shall be responsible for any and all costs incurred by it in connection with any such assignment to the extent allowed by Texas law. In the event that Client fails to cause an assignment as specified above, to the extent that there is a line item in the Schedule(s) entitled "Projected Contract Value," Client agrees to pay the amount of the Projected Contract Value related to such failed assignment as liquidated damages to Active, minus the amount of revenue already paid to Active net of all refunds, credit card chargebacks, and all other deducted amounts (the "Liquidated Damage Amount").

d) In the event that Client plans to enter into a Change of Control or otherwise consummate a Transfer, Client agrees to provide prior written notice to Active of the contemplated transaction. Within the thirty (30) day period following such transaction, Active shall have the right to immediately terminate each applicable Schedule if Active determines, in its reasonable good faith discretion that the purchaser or assignee of the Subject Assets is a competitor of Active or a party with whom Active does not want to do business. In the event of such termination by Active, Client will pay the Liquidated Damage Amount.

e) Client agrees (i) to require that the assignee (as outlined in this Section 8) agree, in writing, to be bound by the terms and conditions of the Agreement and each applicable Schedule; (ii) that Active may offset any Liquidated Damages Amount set forth in this Agreement from any account balance you maintain with Active or any payment Active owes you; (iii) all Liquidated Damage Amounts set forth in this Agreement will automatically reset during each renewal term; and (iv) because of the difficulty in making a precise determination of actual damages incurred by Active in the event that Client breaches its exclusivity obligations in Section 2(c), fails to cause an assignment pursuant to Section 8(c), or if Active terminates this Agreement pursuant to Section 8(d), the Liquidated Damage Amount will be assessed, not as a penalty, but as a reasonable approximation of costs incurred by Active and Active's loss of revenue; and (iv) that in any suit or other action or proceeding involving the assessment or recovery of liquidated damages, the reasonableness of the Liquidated Damage Amount shall be presumed and the liquidated damages assessed will be in addition to every other remedy now or hereinafter enforceable at law, in equity, by statute, or under the Agreement.

9. Miscellaneous. a) Any notices required to be given under this Agreement shall be in writing sent to the address set forth below for Client or, in the case of Active, to the address set forth above to the attention of Chief Legal Officer. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or three (3) days after deposited in the mail sent certified or registered.

b) This Agreement shall be governed by the laws of the State of Texas, without giving effect to the conflict of laws provisions thereof. Provided, however, that nothing in this Agreement shall be construed as a waiver of the Client's governmental immunities as a Texas Home-rule municipality, which it expressly retains, and the Client shall not be bound by any provision that violates the Texas Constitution, abrogates the Client's police power, or that may otherwise be considered to be void as against public policy in the State of Texas or under the Charter of the Town of Flower Mound. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to this Agreement. The parties irrevocably agree that any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Texas.

c) This Agreement contains the entire understanding of the parties regarding the subject matter hereof and can only be modified or amended by a subsequent written agreement executed by both parties. This Agreement supersedes and replaces all oral or written RFPs, proposals, prior agreements, and other prior or contemporaneous communications between the parties concerning the subject matter of this Agreement, including without limitation that certain Products and Services Agreement dated as of September 10, 2007 between Town of Flower Mound - Parks and Recreation Department and The Active Network, Inc. (predecessor-in-interest to Active Network, LLC). The Products and Services Agreement shall automatically terminate on the Go-Live Date without further action by the parties.

d) Sections 2, 3, 5, 6, and 9 of this Agreement and any fees owed by you shall survive any termination or expiration of this Agreement.

e) If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement shall be deemed amended accordingly.

f) No waiver of any provision of this Agreement or any attachment shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

g) Neither party will be deemed to be in default hereunder, or will be liable to the other, for delay or failure to perform any of its obligations under this Agreement to the extent that such delay or failure results from any event or circumstance beyond that party's reasonable control, including without limitation, delays or failures of any Internet service provider, third-party payment processor or other third party.

h) Client has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an Active employee or agent in connection with this Agreement.

i) The Software is provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Active Network, LLC or one of its affiliates or subsidiaries.

Service Agreement

Contract #[01440014]

j) This Agreement may be executed in separate counterparts and delivered by facsimile or such other electronic means as are available to the parties. Such counterparts taken together shall constitute one and the same original document.

k) Active's proposal to Client (revised proposal dated November 25, 2015) is hereby incorporated by reference and made part of this Agreement. Active agrees to notify Client in writing of the outcome of the proposed Group Buy Incentive for Class Customers in Texas and the percentage discount applicable to Client.

SIGNATURE PAGE

By signing this Agreement, each party represents and warrants that it has the necessary and full right, power, authority, and capability to enter into this Agreement and to perform its obligations hereunder.

Active Network, LLC By: <u>[Signature]</u> Signature (Authorized Representative Only) Name: <u>Sheryl D. Hoskins</u> Title: <u>General Manager</u> Date: <u>12-4-15</u>	Town of Flower Mound By: <u>[Signature]</u> Signature (Authorized Representative Only) Name: <u>Thomas E. Hayden</u> Title: <u>Mayor</u> Date: <u>12-7-15</u>	Email: <u>parks@flower-mound.com</u> Phone: <u>972-874-6300</u> Address: <u>2121 Cross Timbers Rd.</u> <u>Flower Mound TX 75028</u> Event URL (site): <u>www.flower-mound.com</u>
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Schedule

Company Address 717 North Harwood Street, Suite 2500
Dallas Texas 75201
US

Created Date 11/30/2015
Quote Number 01440014
Currency USD

Prepared By Janette Onizuka
Email janette.onizuka@activenetwork.com

Contact Name Chuck Jennings
Phone 972-874-6273
Email chuck.jennings@flower-mound.com

Bill To Name CITY OF FLOWER MOUND
Bill To Contact David Powell
Bill To Address 2121 CROSS TIMBERS ROAD
Flower Mound, TX 75028

Ship To Contact David Powell
Ship To Address 2121 CROSS TIMBERS ROAD
Flower Mound, TX 75028
United States

Estimated Transaction Volume 2,240 382 50

Transaction Fees

Product	Fee	Fee %	Product Description
ACTIVE Net - Staff Interface - Technology Fee		1.25%	Migration Loyalty Rates for organizations between \$1,500,000 to \$8,000,000 in annual revenue through ACTIVE Net.
ACTIVE Net - Public Interface - Online Transaction Fee		3.75%	Migration Loyalty Rates for U.S. organizations between \$1,500,000 to \$8,000,000 in annual revenue through ACTIVE Net.
ACTIVE Net - Staff Interface - Payment Processing Fee - Credit Card		2.50%	Migration Loyalty Rates for for U.S. organizations between \$1,500,000 to \$8,000,000 in annual revenue through ACTIVE Net and Canadian organizations exceeding \$8,000,000 annual revenue.
ACTIVE Net - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing		0.50%	
ACTIVE Net - Public Interface Fee Set up - Split			
ACTIVE Net - (credit card refunds - flat fee)	0.10		

Product	Product Type	Product Description	Quantity	Sales Price	Total Price
Facility Reservation	SaaS		1		
Private Lessons	SaaS		1		
Camps	SaaS		1		
POS	SaaS		1		
Activity Registration	SaaS		1		
Memberships	SaaS		1		
Payroll	SaaS		1		
ACTIVE Net - Service Package Standard 7	Service	ACTIVE Net Service Package Standard 7 consists of the following Services: • remote business process review • remote functionality review & data collection preparation • remote data collection review • remote data entry (system inventory and policy controls)	1	30,000.00	30,000.00



Product	Product Type	Product Description	Quantity	Sales Price	Total Price
		• remote user testing • remote train the trainer training • remote Go Live preparation • remote hardware configuration The scope of Services is contained to the 7 functionalities listed below. 50% of total Service costs will be billed at Service initiation, payable within 30 days of the date of invoice. 50% of total Service costs will be billed at Service completion, payable within 30 days of the date of invoice			
ACTIVE Net - Technical Services: Financial Export	Service	ACTIVE Net Technical Services: Financial Export consists of the following Services: • remote configuration, testing & training	1	1,400.00	1,400.00
ACTIVE Net - Class Customer Loyalty - Professional Services Conversion to ACTIVE Net Credit	Service	The Class Customer Loyalty – Professional Services Conversion to ACTIVE Net Credit (the "Credit") is conditioned upon Client fulfilling all of its obligations under the Agreement during the initial term of the Agreement or three years, whichever is longer. If Client fails to fulfill such obligations, Client must pay to Active the full amount of the Credit. The Credit is only to be used for professional services, but cannot be used for hardware or reimbursement of airfare/transportation cost. Client must be current on Class Maintenance until ACTIVE Go Live to be eligible for the Credit. Service Charges will increase to standard list rate after initial term of the Agreement.	1	-17,246.55	-17,246.55
ACTIVE Net - ACH Remittance - "Daily" Every 72 Hours	Service	Daily remittances are processed by Active on non-holiday business days 72 hours after the transaction day. Payments take one to three banking business days to process	1		
ACTIVE Net - Technical Services: Refund Export	Service	ACTIVE Net Technical Services: Refund consists of the following Services: • remote configuration, testing & training	1	1,400.00	1,400.00

Service Total

USD 15 553 45

Total Price

USD 15 553 45

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card) and therefore, each agree not to impose such a surcharge on any End User.

The payment options we offer may include MasterCard, Visa, American Express and Discover.

*Sales Tax not included in total price. Sales tax, where applicable, will be added to your invoice.



Quote Acceptance Information

Signature: Thomas Hayden

Printed Name: Thomas E. Hayden

Title: Mayor

Date: 12-7-15

PO# (if applicable): _____

THIRD PARTY PRODUCTS ADDENDUM TO SOFTWARE AS A SERVICE AGREEMENT

This Addendum to the Software as a Service Agreement ("Addendum") is entered into by and between the Town of Flower Mound, Texas ("Client") and Active Network, LLC ("Active") as of December 7, 2015 (the "Effective Date"). Client and Active are also singularly referenced herein as a "Party" and collectively as the "Parties."

- A. This Addendum is made part of that certain Software as a Service Agreement dated as of December 7, 2015 between Client and Active (the "Agreement") that provides Software and Services.
- B. Client and Active now desire to supplement and amend certain terms and conditions of the Agreement, pursuant to the terms and conditions set forth in this Addendum.

NOW, THEREFORE, in consideration of the mutual covenants, recitals and promises contained in this Addendum and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties hereto hereby agree as follows:

1. **Changes to the Agreement.** The Appendix attached hereto is hereby incorporated by reference into the Agreement.

2. **Agreement Remains in Effect.** Except as expressly described herein, the Agreement remains in full effect according to its terms. The Agreement and this Addendum, as well as any exhibits attached to each respectively, shall be read in concert to the fullest extent possible and be considered collectively as a singular agreement. In the event any of the terms and conditions of the Agreement conflict with the terms and conditions of this Addendum, the terms and conditions of this Addendum shall prevail only as to the subject matter expressly stated herein.

3. **General.**

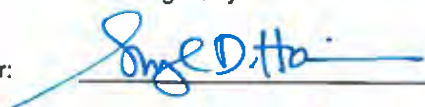
3.1 **Miscellaneous.** If any one or more of the provisions of this Addendum is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Addendum, and this Addendum shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The captions used in this Addendum are for convenience and reference only and will not be deemed to limit, characterize or in any way affect any other provision contained herein. All provisions of this Addendum will be enforced and construed as if no caption had been used. This Addendum will be assigned automatically and only upon the assignment of the Agreement according to its terms.

3.2 **Entire Agreement.** The Agreement, this Addendum and any exhibits attached to each respectively constitute the entire agreement between the Parties with respect to the subject matter thereof and supersede all previous negotiations, comments and writings by the Parties with respect to the subject matter referenced in each. The Agreement and this Addendum may be changed only by a written agreement signed by both Parties. No oral agreement or conversation with any officer, agent or employee of Client, either before or after the execution of the Agreement or this Addendum, shall affect, alter or modify the obligations hereunder.

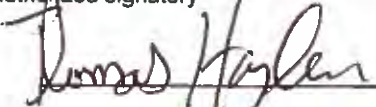
3.3 **Counterparts and Facsimile:** This Addendum may be executed by the Parties in separate counterparts, which counterparts when combined are hereby deemed to constitute a single document, and the Parties may execute this Addendum by facsimile and such facsimile(s) will have the same effect as an originally executed document.

The Parties hereto have executed this Addendum effective as of the Effective Date.

ACTIVE NETWORK, LLC:
by its authorized signatory

Per: 
Name: Sheryl D. Hoskins
Title: General Manager
Date: 12-4-15

The Town of Flower Mound:
by its authorized signatory

Per: 
Name: Thomas E. Hayden
Title: Mayer
Date: 12-7-15

APPENDIX: TERMS APPLICABLE ONLY TO THIRD PARTY PRODUCTS AND SERVICES

1. PURCHASE AND SALE; DELIVERY

1.1 Purchase Commitment and Price. Active hereby agrees to make available to sell to Client, and Client may agree to purchase from Active, the Third Party Products listed in the applicable Schedule in the volumes and at the prices described therein. For purposes of this Addendum, "Third Party Products" means those hardware, firmware and/or software products, provided to Active by third parties, listed in the Pricing Form, together with all user manuals and other documents accompanying the delivery of the Third Party Products, provided that the Third Party Products shall not include software developed by Active.

1.2 Delivery. Active will ship all or any part of the Third Party Products to Client as soon as reasonably practicable (or, if the below-described purchase order documentation does not seek immediate shipping, at the time Active considers reasonable in order to meet the desired delivery date described) after receipt by Active of a purchase order from Client specifying the particular Third Party Products sought, the number of such Third Party Products sought, the price payable therefore, and the desired date and location of delivery thereof. Any such purchase order must, at a minimum, reference quantity, description and price.

1.3 Changes by Client to Delivery Schedule. Following delivery by Client of any purchase order documentation described in section 1.2, no changes by Client to the shipment schedule described therein will be permitted unless Active is notified thereof in writing at least ninety (90) days in advance of the delivery date sought in such purchase order documentation.

1.4 Acceptance of Purchase Orders. Purchase orders delivered by Client to Active in respect of Third Party Products are not binding upon Active until accepted by Active in writing. In any case, despite any indication to the contrary contained in any such purchase order documentation, no terms or conditions on purchase order documentation issued by Client, other than the information required by Active as set forth expressly in this Agreement, will be binding upon Active, nor will any such terms or conditions modify or supplement this Agreement in any way, notwithstanding the fact that Active may accept or otherwise approve such purchase orders. Active reserves the right to refuse any such purchase order for any reason not contrary to this Agreement, including without limitation pricing differences as described in section 2.2.

1.5 Additional Third Party Products. Client may purchase Third Party Products in addition to those listed in the Schedule by issuing additional purchase order documentation as described herein, provided that the supply (or non-supply) of such additional Third Party Products will be subject to this Agreement as though such additional Third Party Products had been included in the Schedule on the date of execution of Schedule subject to the following:

(a) the price for such additional Third Party Products is subject to agreement between the parties each in their own absolute discretion, and

(b) Active shall have the right to discontinue delivery of such additional Third Party Products upon at least ninety (90) days written notice to Client without any liability to Client whatsoever for such discontinuance.

2. CHARGES AND PAYMENTS

2.1 Prices. The pricing applicable to Third Party Products is as set out in the Schedule in the form finally agreed to by the Parties.

2.2 Pricing Variability. Client acknowledges that:

(a) the prices described in the Schedule are applicable for six (6) months after the date of execution hereof, and such prices are based upon Client taking delivery of the full number of any particular Third Party Product listed in the Schedule in a single shipment; and

(b) Client hereby agrees that after the expiry of such initial six-month period or, in case of Client seeking, in a particular shipment, delivery of less than all of the Third Party Products of a particular type listed the Schedule, the actual prices may be higher. Prior to shipment of any Third Party Products that would be subject to pricing that differs from that described in the Schedule, Active will notify Client of any such different pricing and Client will accept such different pricing, as mutually agreed between Client and Active, in writing.

3. SUPPORT FOR THIRD PARTY PRODUCTS

For the purpose of isolating support issues and responsibility in respect of Third Party Products and their interaction with any Products, Active will provide initial first-tier support, to a maximum of fifteen (15) minutes per support inquiry.

4. PROPRIETARY RIGHTS

4.1 Third Party Proprietary Rights and Indemnity by Client. Client acknowledges that any Third Party Products supplied by Active hereunder are supplied by Active as a reseller thereof and that the Third Party Products are subject to the intellectual property rights of the various third party developers and/or manufacturers thereof, as applicable, including without limitation copyright, trade secret, trademark, and patent rights. Client will maintain in confidence and not use or disclose any and all confidential business or technical information connected with any Third Party Product except as specifically permitted by a party having legal control of such rights, or as may be required under the Texas Public Information Act, and to the extent allowed by Texas law and unless otherwise void as against public policy Client will defend or settle any claim made or any suit or proceeding brought against Active insofar as such claim, suit, or proceeding is based on an allegation that any Third Party Product provided to Client hereunder has been installed, used, or otherwise treated by Client or any client or customer of Client in violation of the proprietary rights of any third party or on an allegation that Client or any client or customer of Client has disclosed or used any confidential business or technical information connected with any Third Party Product, provided that Active will notify Client in writing promptly after the claim, suit, or proceeding is known to Active and will give Client such information and assistance as is reasonable in the circumstances. Client will have sole authority to defend or settle any such claim at Client's expense. To the extent allowed by Texas law and unless otherwise void as against public policy, Client will indemnify and hold Active harmless from and against any and all such claims and will pay all damages and costs finally agreed to be paid in settlement of such claim, suit or proceeding.

4.2 Third Party Products which are Software. Client acknowledges that the possession, installation and use of all

Third Party Products which are software shall be governed by the terms of the software license(s) of the persons other than Active who possess the rights to control such possession, installation and use.

5. WARRANTY

5.1 Warranty. Active warrants to Client that Active has the right to deliver the Third Party Products subject to any documentation accompanying such Third Party Products at the time of delivery and/or any licensing mechanisms, physical, electronic or otherwise, included in any Third Party Products that are software.

5.2 Warranties Provided by Third Party Suppliers. Third Party Products are warranted by the manufacturers, suppliers or licensors thereof in accordance with the warranty statements accompanying delivery of the Third Party Products, and Client agrees that Client will rely solely on such Third Party Product warranties. Client agrees not to make a claim against Active on account of any warranty, express or implied, which may apply to any Third Party Product. If Client notifies Active of a defect or nonconformity within thirty (30) days of the date of delivery of such Third Party Product, Active will assist Client in troubleshooting such Third Party Product in accordance with Section 3. If such defect or nonconformity cannot be remedied during such troubleshooting and such Third Party Product is still under the Third Party Product warranty, Active shall contact the applicable manufacturer, supplier or licensor of such Third Party Product to coordinate any returns or refunds. If a notice of a defect or nonconformity is received by Active from Client of the defect or nonconformity following the initial the 30-day period, Active's sole obligation and liability will be to provide support in accordance with Section 3. Returns and refunds are at the sole discretion of the applicable manufacturer, supplier or licensor.



SUPPORT AND MAINTENANCE HANDBOOK

SUPPORT AND MAINTENANCE

The following supplies and services are included in Support and Maintenance:

- Unlimited technical support between 5:00am and 6:00pm Pacific Time, Monday through Friday via telephone (800.663.4991), email or web portal (<http://support.theactivenetwork.com>)
- Unlimited phone support for System Down issues on a **24 hours x 7 days a week** basis, provided that:
 - If self-hosted, the site must have remote access and Internet email capability for extended support hours
 - Support calls placed during extended support hours must be placed by an authorized contact person
 - The type of support call is an urgent issue that includes site down, revenue impacting, or customer facing issues that have no reasonable work-around
- Access to Active's secure customer care web portal, discussion forums, knowledgebase and online training materials
- Regular documentation and communication
- **Support also includes, if such assistance can be provided in 15 minutes or less:**
 - Assistance troubleshooting Third Party Products (e.g., Crystal Reports, Citrix client)
 - Assistance to isolate and/or troubleshoot difficulties resulting from sources other than Active Network products and services, such as:
 - General network/internet support (e.g., network access, printing, internet access)
 - PC hardware troubleshooting
 - PC setup, configuration and optimization
 - Network operating system configuration and functionality
 - Basic Microsoft Windows functionality (i.e. Windows Explorer or Internet Explorer)
 - Loss of supervisor or other password

ANNUAL SUPPORT AND MAINTENANCE FOR NON-HOSTED CUSTOMERS

The following supplies and services are included in Support and Maintenance for non-hosted customers:

- New releases and version of the Software and free assistance in planning upgrades

SUPPORT AND MAINTENANCE FOR HOSTED CUSTOMERS

The following supplies and services are included in Support and Maintenance:

- Installation of new Software releases
- Monitoring of connectivity and critical functionality at all times (24hr x 365 days/year) by skilled personnel using an extensive series of automated probes from multiple locations
- Response to site-down/critical issues within one hour, with reasonable efforts to advise your organization of the current status and expected resolution time
- Service agreements between Active and critical vendors essential to the continuing successful operation of the hosted environment
- Scheduled maintenance to increase performance, fix defects or update applications, with reasonable efforts to notify your organization of scheduled maintenance times and potential impacts to service
- Urgent maintenance (done to correct network, hardware or Software issues that are likely to cause significant service disruption and that require immediate action), which may temporarily degrade service or cause outages. Active may undertake urgent maintenance at any time deemed necessary and shall provide status updates to your organization as soon as possible.

SUPPORT ISSUE PRIORITIES AND TIMELINES

TICKET RESOLUTION TARGETS

- New support incidents are assigned one of the following levels, each with its respective standard ticket resolution target:

Call Priority Level	Description	Standard Completion Target
Priority 1 – System Outage	Fatal issues that result in the customer's inability to fulfill critical business functions (i.e., those pertaining to core functionality such as processing registrations, memberships, rentals) and that have no reasonable work-around	1 business Day
Priority 2 – High Business Impact	Serious issues significantly impacting use of the system but do not prevent core functions from being fulfilled (i.e., Customer cannot perform critical business functions; Customer experiences severe site degradation)	2 business day
Priority 3 – Medium Business Impact	All other issues, except those classified as low; (e.g., how-to questions, reporting/reconciliation issues, general questions, work around options)	3 business days
Priority 4 – Low Business Impact	Issues that are not time-sensitive or may be undertaken as customer service initiatives outside the scope of this Agreement (i.e., feature requests or low priority questions)	None
Guaranteed Uptime	For clients licensing Hosted Software	99%

SERVICES NOT INCLUDED

The following supplies and services are excluded from Support and Maintenance:

- Services required to remedy problems that stem from changes to or defects in system configuration upon which the Software was originally installed
- Services required to remedy problems which do not stem from any defect in the Software
- Services required to remedy problems caused by lack of training of Client's personnel
- Improper treatment or use of the Software
- Onsite or remote training services
- Full report customization service
- Database-specific services or assistance

RESTRICTIONS

The following actions will void Active's obligations under this Support and Maintenance Handbook:

- The use of any other application that modifies data in the database, whether created by you or otherwise
- The use or creation of third party applications that work in connection with Active's application or application database without prior written notification and consent from Active

HOLIDAY HOURS (US AND CANADA)		
Holiday	Open with reduced staff	Closed
New Year's Day (January 1st)		✓
Martin Luther King Day (3rd Monday in January)	✓	
President's Day (3rd Monday in February)	✓	
Good Friday (Friday before Easter)	✓	
Victoria Day (3rd Monday in May)	✓	
Memorial Day (Last Monday in May)	✓	
Canada Day (July 1st)	✓	
Independence Day (July 4th)	✓	
Civic holiday (1st Monday in August)	✓	
Labor Day (1st Monday in September)		✓
Canadian Thanksgiving/Columbus Day (2nd Monday in October)	✓	
Remembrance Day/Veteran's Day (November 11th)	✓	
US Thanksgiving (4th Thursday in November)	✓	
Day after US Thanksgiving (4th Friday in November)	✓	
Christmas Day (Dec. 25th)		✓
Boxing Day (December 26th)	✓	
New Year's Eve (December 31st)	✓	



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: February 20, 2017

FROM: Allison Brown, Utility Account Manager

ITEM: Consider approval of an agreement with DataProse LLC for utility bill printing and mailing services, in the estimated annual amount of \$141,080, through an existing interlocal agreement between the Town of Flower Mound and the City of Plano, and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: This agreement will continue the outsourcing of the printing and mailing of utility bills. The benefits of this agreement include timely delivery of utility bills, flexibility in informational inserts, and access to archived bills up to eighteen (18) months.

The initial term of this contract shall begin on February 21, 2017 and will continue for a twelve (12) month period through February 21, 2018. The Town will have the right and option to extend the term up to four (4) additional twelve (12) month periods by giving written notice to DataProse LLC.

FISCAL IMPACT: \$141,080

Proposed Expenditure:	Account Number(s):
\$112,100	200-650-52100-2050
\$ 28,980	200-650-52100-5110

Finance Review by: Debra Wallace, Deputy Town Manager /CFO *DW*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. DataProse Notification of Award of Bid No 2016-0370-C, City of Plano
2. Contract By and Between City of Plano, Texas and DataProse, LLC Bid No. 2016-0370-C

RECOMMENDATION: Move to approve an agreement with DataProse LLC for utility bill printing and mailing services, in the estimated annual amount of \$141,080, through an existing interlocal agreement between the Town of Flower Mound and the City of Plano, and authorization for the Mayor to execute same on behalf of the Town.

February 7, 2017

The Town of Flower Mound
2121 Cross Timbers Rd
Flower Mound, TX 75028

Subject: Notification of Award of Bid No 2016-0370-C, City of Plano

Dear Town of Flower Mound,

This letter serves as notice and DataProse, LLC has been awarded the above subject bid. The initial contract period will be from 2/21/2017 through 2/21/2018, renewed thereafter for four, one year renewal periods as per the terms and conditions. Flower Mound's contract will renew each period concurrent with Plano's renewals. From a billing standpoint, the new pricing will take an effect on 3/1/2017.

The new contract includes tier pricing based on bill volume. Please see below for the new pricing tiers. Your current volume for the Town of Flower Mound is approximately 23,000 bills per month, therefore your updated cost per statement will be \$0.105.

50,000 +	\$0.085
30,000-50,000	\$0.095
20,000-30,000	\$0.105
Less than 20,000	N/A

Additional Services:

Search and Viewbill – included in bill package

Additional Impressions - \$0.03

NCOA Link - \$0.30

Bill Suppression - \$0.05

Please sign this contract renewal letter and return to Rachel Alanis at ralanis@dataprose.com or fax 972-462-5428.

Mayor

Date

Name (Printed)

Please contact me with any questions.

Sincerely,

Rachel Alanis
Client Relations Manager

**CONTRACT BY AND BETWEEN
CITY OF PLANO, TEXAS AND
DATAPROSE, LLC
BID NO. 2016-0370-C**

THIS CONTRACT is made and entered into by and between **DATAPROSE, LLC**, a Texas limited liability company, whose address is 1122 W. Bethel Rd., Suite 100, Coppell, Texas 75019, hereinafter referred to as "Contractor", and the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "City".

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**I.
SCOPE OF SERVICES**

Contractor shall provide all labor, supervision, materials and equipment necessary for Utility Billing Printing and Mailing Services and Insert Printing Services. These services shall be provided in accordance with the Specifications for Utility Billing Printing and Mailing Services and Insert Printing Services, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**, and the Contractor's Bid in response thereto, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "B"**. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) The Specifications for Utility Billing Printing and Mailing Services and Insert Printing Services (**Exhibit "A"**);
- (b) The Contractor's Bid (**Exhibit "B"**);
- (c) Insurance Requirements (**Exhibit "C"**); and
- (d) Affidavit of No Prohibited Interest (**Exhibit "D"**).

These documents make up the Contract Documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract Documents, the inconsistency or conflict shall be resolved by giving precedence first to this written agreement then to the Contract Documents in the order in which they are listed above. These documents shall be referred to collectively as the "Contract Documents."

**II.
TERM OF CONTRACT**

The initial term of this Contract shall begin on February 22, 2017 and continue for a period of twelve (12) months; provided however, that the City shall have the right and option to extend the term hereof by up to four (4) additional twelve (12) month periods by giving written notice to Contractor of City's election to extend the term hereof, such notice to be given not

more than ninety (90) days prior to the expiration of the initial term or the immediately preceding term.

III. WARRANTY

Contractor warrants and covenants to City that all goods and services delivered to City by Contractor, Contractor's subcontractors, and agents under the Agreement shall be free of defects and produced and performed in a skillful and workmanlike manner and shall comply with the specifications for said goods and services set forth in this Agreement and the Bid Specifications attached hereto and incorporated herein as **Exhibit "A"**. Contractor warrants that the goods and services provided to City under this Agreement shall be free from defects in material and workmanship, for a period of one (1) year commencing on the date that City issues final written acceptance of the project.

IV. PAYMENT

Contractor shall invoice City for products and services delivered, on a unit cost basis, in accordance with Contractor's bid attached hereto and incorporated herein as **Exhibit "B"**. Payments hereunder shall be made to Contractor within thirty (30) days of receiving Contractor's invoice for the services performed. Total compensation under this contract is estimated to be **ONE HUNDRED FORTY NINE THOUSAND TWO HUNDRED TWENTY AND 47/100 DOLLARS (\$149,220.47)**.

Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

V. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor. Contractor shall indemnify City for any and all losses arising out of or related to a breach of this duty by Contractor pursuant to paragraph **VII. INDEMNIFICATION** and paragraph **VIII. COMPLIANCE WITH APPLICABLE LAWS** set forth herein.

**VI.
LOSSES FROM NATURAL CAUSES**

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at Contractor's own cost and expense.

**VII.
INDEMNIFICATION**

CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VIII. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work, and **SHALL INDEMNIFY AND SAVE HARMLESS CITY AGAINST ANY CLAIM RELATED TO OR ARISING FROM THE VIOLATION OF ANY SUCH LAWS, ORDINANCES AND REGULATIONS WHETHER BY CONTRACTOR, ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS, OR REPRESENTATIVES.** If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

IX. VENUE

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

X. ASSIGNMENT AND SUBLETTING

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned or sublet without the prior written consent of City, and that no part or feature of the work will be sublet to anyone objectionable to City. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract.

XI. INDEPENDENT CONTRACTOR

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

XII. INSURANCE AND CERTIFICATES OF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked **Exhibit "C"** attached hereto and incorporated herein by reference. Contractor shall provide a signed insurance certificate

verifying that they have obtained the required insurance coverage prior to the effective date of this Contract.

**XIII.
HINDRANCES AND DELAYS**

No claims shall be made by Contractor for damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Contract.

**XIV.
AFFIDAVIT OF NO PROHIBITED INTEREST**

Contractor acknowledges and represents Contractor is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as **Exhibit "D"**.

**XV.
SEVERABILITY**

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

**XVI.
TERMINATION**

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by the City.

**XVII.
ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

**XVIII.
MAILING OF NOTICES**

Unless instructed otherwise in writing, Contractor agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano, Texas
Customer and Utility Services Department
Attn: Stephanie Foster
P.O. Box 860358
Plano, TX 75086-0358

City agrees that all notices or communications to Contractor permitted or required under this Agreement shall be addressed to Contractor at the following address:

DataProse, LLC
Attn: William Murray
1122 W. Bethel Rd., Suite 100
Coppell, TX 75019

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

**XIX.
AUTHORITY TO SIGN**

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

**XX.
CONTRACT INTERPRETATION**

Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.

**XXI.
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**XXII.
HEADINGS**

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

XXIII.
EFFECTIVE DATE

This Contract shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below.

DATAPROSE, LLC

Date: 1/10/17

By: [Signature]
Name: Curtis Nelson
Title: COO

CITY OF PLANO, TEXAS

Date: 01/31/17

By: 
Bruce D. Glasscock
CITY MANAGER

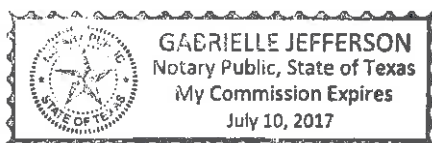
APPROVED AS TO FORM:


Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF Texas §
COUNTY OF Dallas §
§

This instrument was acknowledged before me on the 10th day of January, 2017 by Curtis Nelson, (Authorized representative) COO (Title) of **DATAPROSE, LLC**, a Texas limited liability company, on behalf of said limited liability company.



Marinella Pappas
Notary Public, State of Texas

STATE OF TEXAS

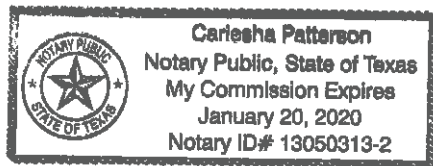
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COUNTY OF COLLIN

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This instrument was acknowledged before me on the 31st day of January, 2017 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.



Carlesha Patterson
Notary Public, State of Texas

Solicitation 2016-0370-C

Utility Bill Printing and Mailing Services and Insert Printing Services

Bid Designation: Public



City of Plano

EXHIBIT A
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Bid 2016-0370-C
Utility Bill Printing and Mailing Services and Insert Printing Services

Bid Number 2016-0370-C
Bid Title Utility Bill Printing and Mailing Services and Insert Printing Services

Bid Start Date Sep 29, 2016 4:39:46 PM CDT
Bid End Date Oct 31, 2016 3:00:00 PM CDT
Question & Answer End Date Oct 13, 2016 12:00:00 PM CDT

Bid Contact Vernie Rambo
Senior Buyer
Purchasing
972-941-7549
vernier@plano.gov

Contract Duration 1 year
Contract Renewal 4 annual renewals
Prices Good for Not Applicable
Pre-Bid Conference Oct 12, 2016 2:00:00 PM CDT
Attendance is optional
Location: Building Inspection Training Room at Municipal Center; 1520 K Avenue; Plano, TX 75074

Bid Comments The City of Plano is soliciting proposals for printing and mailing of utility bills and inserts. This service includes receiving and processing a data transfer daily, CASS certification, printing and folding of bills and inserts, envelope inserting, presorting, metering, and mailing.
Pre-Proposal Meeting will be held at 2:00 PM Central Time on Wednesday, October 12, 2016 in the Building Inspection Training Room at Municipal Center; 1520 K Avenue; Plano, TX 75074
Questions Deadline: 12:00 Noon Central Time on Thursday, October 13, 2016
All proposals must be delivered or mailed to the following location prior to 3:00 pm (CT) on Monday, October 31, 2016.

City of Plano – Purchasing Division
1520 Avenue K, Suite 370
Plano, TX 75074
Added on Oct 13, 2016:
Changed Prices Good For time frame to Not Applicable.
Added on Oct 21, 2016:
Addendum No. 1 has been uploaded.

Addendum # 1

Previous Price Duration	90 days	New Price Duration	Not Applicable
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Addendum # 2

New Documents	RFP 2016-370-C Addendum No_1.pdf
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Item Response Form

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Item **2016-0370-C-01-01 - Start-Up Cost: Start-Up Cost**
Lot Description **One time charges incurred at contract start.**
Quantity **1 lump sum**
Unit Price
Delivery Location **City of Plano**

No Location Specified

Qty 1

Description

One time charge for startup costs. Provide a description of all items included in this charge in the Comments to Buyer or as an attachment to your offer.

Item **2016-0370-C-02-01 - Bill Processing: Process/Print/Mail**
Lot Description **Bill Processing**
Quantity **1015345 each**
Unit Price
Delivery Location **City of Plano**

No Location Specified

N/A

Plano TX 75086-0358

Qty 1015345

Description

Cost for each bill to process data, create PDF, print, collate, fold, insert, seal, mail, and perform all other services specified.

Item **2016-0370-C-03-01 - Insert Printing-Uncoated Paper: Small, 1C, 1-sided**
Lot Description **Insert Printing-Uncoated Paper**
Quantity **82 thousand**
Unit Price
Delivery Location **City of Plano**

No Location Specified

N/A

Plano TX 75086-0358

Qty 82

Description

8.5 x 3.5 Printed 82,000 per lot, 1/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C-03-02 - Insert Printing-Uncoated Paper: Small, 1C, 2-sided**
Lot Description **Insert Printing-Uncoated Paper**
Quantity **82 thousand**
Unit Price
Delivery Location **City of Plano**

No Location Specified

N/A

Plano TX 75086-0358

Qty 82

Description

8.5 x 3.5 Printed 82,000 per lot, 1/1 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C-03-03 - Insert Printing-Uncoated Paper: Medium, 1C, 1-sided**

EXHIBIT

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Lot Description **Insert Printing–Uncoated Paper**
Quantity **82 thousand**
Unit Price
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086-0358
Qty 82

Description

8.5 x 5.5 Printed 82,000 per lot, 1/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C–03-04 - Insert Printing–Uncoated Paper: Medium, 1C, 2-sided**
Lot Description **Insert Printing–Uncoated Paper**
Quantity **82 thousand**
Unit Price
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086-0358
Qty 82

Description

8.5 x 5.5 Printed 82,000 per lot, 1/1 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C–03-05 - Insert Printing–Uncoated Paper: Large, 1C, 1-sided**
Lot Description **Insert Printing–Uncoated Paper**
Quantity **82 thousand**
Unit Price
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086-0358
Qty 82

Description

8.5 x 11 Printed 82,000 per lot, 1/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C–03-06 - Insert Printing–Uncoated Paper: Large, 1C, 2-sided**
Lot Description **Insert Printing–Uncoated Paper**
Quantity **82 thousand**
Unit Price
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086-0358
Qty 82

Description

8.5 x 11 Printed 82,000 per lot, 1/1 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C–03-07 - Insert Printing–Uncoated Paper: Small, 2C, 1-sided**
Lot Description **Insert Printing–Uncoated Paper**

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Quantity 82 thousand
Unit Price
Delivery Location City of Plano
No Location Specified
N/A
Plano TX 75086-0358
Qty 82

Description

8.5 x 3.5 Printed 82,000 per lot, 2/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item 2016-0370-C-03-08 - Insert Printing-Uncoated Paper: Small, 2C, 2-sided
Lot Description Insert Printing-Uncoated Paper
Quantity 82 thousand
Unit Price
Delivery Location City of Plano
No Location Specified
N/A
Plano TX 75086-0358
Qty 82

Description

8.5 x 3.5 Printed 82,000 per lot, 2/2 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item 2016-0370-C-03-09 - Insert Printing-Uncoated Paper: Medium, 2C, 1-sided
Lot Description Insert Printing-Uncoated Paper
Quantity 82 thousand
Unit Price
Delivery Location City of Plano
No Location Specified
N/A
Plano TX 75086-0358
Qty 82

Description

8.5 x 5.5 Printed 82,000 per lot, 2/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item 2016-0370-C-03-10 - Insert Printing-Uncoated Paper: Medium, 2C, 2-sided
Lot Description Insert Printing-Uncoated Paper
Quantity 82 thousand
Unit Price
Delivery Location City of Plano
No Location Specified
N/A
Plano TX 75086-0358
Qty 82

Description

8.5 x 5.5 Printed 82,000 per lot, 2/2 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item 2016-0370-C-03-11 - Insert Printing-Uncoated Paper: Large, 2C, 1-sided
Lot Description Insert Printing-Uncoated Paper
Quantity 82 thousand

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Unit Price
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086-0358
Qty 82

Description

8.5 x 11 Printed 82,000 per lot, 2/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C-03-12 - Insert Printing-Uncoated Paper: Large, 2C, 2-sided**
Lot Description **Insert Printing-Uncoated Paper**
Quantity **82 thousand**
Unit Price
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086-0358
Qty 82

Description

8.5 x 11 Printed 82,000 per lot, 2/2 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C-03-13 - Insert Printing-Uncoated Paper: Small, 4C, 1-sided**
Lot Description **Insert Printing-Uncoated Paper**
Quantity **164 thousand**
Unit Price
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086-0358
Qty 164

Description

8.5 x 3.5 Printed 82,000 per lot, 4/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C-03-14 - Insert Printing-Uncoated Paper: Small, 4C, 2-sided**
Lot Description **Insert Printing-Uncoated Paper**
Quantity **410 thousand**
Unit Price
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086-0358
Qty 410

Description

8.5 x 3.5 Printed 82,000 per lot, 4/4 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C-03-15 - Insert Printing-Uncoated Paper: Medium, 4C, 1-sided**
Lot Description **Insert Printing-Uncoated Paper**
Quantity **82 thousand**
Unit Price

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Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086-0358
Qty 82

Description

8.5 x 5.5 Printed 82,000 per lot, 4/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C-03-16 - Insert Printing-Uncoated Paper: Medium, 4C, 2-sided**
Lot Description **Insert Printing-Uncoated Paper**
Quantity **164 thousand**
Unit Price
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086-0358
Qty 164

Description

8.5 x 5.5 Printed 82,000 per lot, 4/4 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C-03-17 - Insert Printing-Uncoated Paper: Large, 4C, 1-sided**
Lot Description **Insert Printing-Uncoated Paper**
Quantity **82 thousand**
Unit Price
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086-0358
Qty 82

Description

8.5 x 11 Printed 82,000 per lot, 4/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C-03-18 - Insert Printing-Uncoated Paper: Large, 4C, 2-sided**
Lot Description **Insert Printing-Uncoated Paper**
Quantity **574 thousand**
Unit Price
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086-0358
Qty 574

Description

8.5 x 11 Printed 82,000 per lot, 4/4 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C-03-19 - Insert Printing-Uncoated Paper: Mail Out Envelope, 1C**
Lot Description **Insert Printing-Uncoated Paper**
Quantity **328 thousand**
Unit Price
Delivery Location **City of Plano**

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No Location Specified
N/A
Plano TX 75086-0358
Qty 328

Description
Mail Out Envelope, 1C

Item **2016-0370-C-03-20 - Insert Printing-Uncoated Paper: Mail Out Envelope, 2C**
Lot Description **Insert Printing-Uncoated Paper**
Quantity **328 thousand**
Unit Price
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086-0358
Qty 328

Description
Mail Out Envelope, 2C

Item **2016-0370-C-03-21 - Insert Printing-Uncoated Paper: Mail Out Envelope, 4C**
Lot Description **Insert Printing-Uncoated Paper**
Quantity **328 thousand**
Unit Price
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086-0358
Qty 328

Description
Mail Out Envelope, 4C

Item **2016-0370-C-04-01 - Insert Printing-Coated Paper: Small, 1C, 1-sided**
Lot Description **Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.**
Quantity **82 thousand**
Unit Price
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086-0358
Qty 82

Description
8.5 x 3.5 Printed 82,000 per lot, 1/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C-04-02 - Insert Printing-Coated Paper: Small, 1C, 2-sided**
Lot Description **Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.**
Quantity **82 thousand**
Unit Price
Delivery Location **City of Plano**
No Location Specified

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N/A
Plano TX 75086-0358
Qty 82

Description

8.5 x 3.5 Printed 82,000 per lot, 1/1 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item	2016-0370-C-04-03 - Insert Printing-Coated Paper: Medium, 1C, 1-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	
Delivery Location	City of Plano <u>No Location Specified</u> N/A Plano TX 75086-0358 Qty 82

Description

8.5 x 5.5 Printed 82,000 per lot, 1/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item	2016-0370-C-04-04 - Insert Printing-Coated Paper: Medium, 1C, 2-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	
Delivery Location	City of Plano <u>No Location Specified</u> N/A Plano TX 75086-0358 Qty 82

Description

8.5 x 5.5 Printed 82,000 per lot, 1/1 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item	2016-0370-C-04-05 - Insert Printing-Coated Paper: Large, 1C, 1-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	
Delivery Location	City of Plano <u>No Location Specified</u> N/A Plano TX 75086-0358 Qty 82

Description

8.5 x 11 Printed 82,000 per lot, 1/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item	2016-0370-C-04-06 - Insert Printing-Coated Paper: Large, 1C, 2-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	
Delivery Location	City of Plano <u>No Location Specified</u> N/A

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Plano TX 75086-0358
Qty 82

Description

8.5 x 11 Printed 82,000 per lot, 1/1 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item	2016-0370-C-04-07 - Insert Printing-Coated Paper: Small, 2C, 1-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	
Delivery Location	City of Plano <u>No Location Specified</u> N/A Plano TX 75086-0358 Qty 82

Description

8.5 x 3.5 Printed 82,000 per lot, 2/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item	2016-0370-C-04-08 - Insert Printing-Coated Paper: Small, 2C, 2-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	
Delivery Location	City of Plano <u>No Location Specified</u> N/A Plano TX 75086-0358 Qty 82

Description

8.5 x 3.5 Printed 82,000 per lot, 2/2 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item	2016-0370-C-04-09 - Insert Printing-Coated Paper: Medium, 2C, 1-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	
Delivery Location	City of Plano <u>No Location Specified</u> N/A Plano TX 75086-0358 Qty 82

Description

8.5 x 5.5 Printed 82,000 per lot, 2/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item	2016-0370-C-04-10 - Insert Printing-Coated Paper: Medium, 2C, 2-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	
Delivery Location	City of Plano <u>No Location Specified</u> N/A Plano TX 75086-0358

Qty 82

Description

8.5 x 5.5 Printed 82,000 per lot, 2/2 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item	2016-0370-C-04-11 - Insert Printing-Coated Paper: Large, 2C, 1-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	
Delivery Location	City of Plano
	<u>No Location Specified</u>
	N/A
	Plano TX 75086-0358
	Qty 82

Description

8.5 x 11 Printed 82,000 per lot, 2/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item	2016-0370-C-04-12 - Insert Printing-Coated Paper: Large, 2C, 2-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	
Delivery Location	City of Plano
	<u>No Location Specified</u>
	N/A
	Plano TX 75086-0358
	Qty 82

Description

8.5 x 11 Printed 82,000 per lot, 2/2 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item	2016-0370-C-04-13 - Insert Printing-Coated Paper: Small, 4C, 1-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	
Delivery Location	City of Plano
	<u>No Location Specified</u>
	N/A
	Plano TX 75086-0358
	Qty 82

Description

8.5 x 3.5 Printed 82,000 per lot, 4/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item	2016-0370-C-04-14 - Insert Printing-Coated Paper: Small, 4C, 2-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	
Delivery Location	City of Plano
	<u>No Location Specified</u>
	N/A
	Plano TX 75086-0358
	Qty 82

EXHIBIT A
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Description

8.5 x 3.5 Printed 82,000 per lot, 4/4 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item	2016-0370-C-04-15 - Insert Printing-Coated Paper: Medium, 4C, 1-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	
Delivery Location	City of Plano
	<u>No Location Specified</u>
	N/A
	Plano TX 75086-0358
	Qty 82

Description

8.5 x 5.5 Printed 82,000 per lot, 4/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item	2016-0370-C-04-16 - Insert Printing-Coated Paper: Medium, 4C, 2-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	
Delivery Location	City of Plano
	<u>No Location Specified</u>
	N/A
	Plano TX 75086-0358
	Qty 82

Description

8.5 x 5.5 Printed 82,000 per lot, 4/4 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item	2016-0370-C-04-17 - Insert Printing-Coated Paper: Large, 4C, 1-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	
Delivery Location	City of Plano
	<u>No Location Specified</u>
	N/A
	Plano TX 75086-0358
	Qty 82

Description

8.5 x 11 Printed 82,000 per lot, 4/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item	2016-0370-C-04-18 - Insert Printing-Coated Paper: Large, 4C, 2-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	
Delivery Location	City of Plano
	<u>No Location Specified</u>
	N/A
	Plano TX 75086-0358
	Qty 82

Description

EXHIBIT A
PAGE 12 OF 61

8.5 x 11 Printed 82,000 per lot, 4/4 on 60# gloss coated text. See specifications for details. Enter price per thousand.

EXHIBIT A
PAGE 13 OF 61



RFP NO.: 2016-0370-C

Utility Bill Printing and Mailing and Insert Printing Services

DOCUMENTS ARE DUE TO THE PURCHASING DIVISION PRIOR TO:

Monday, October 31, 2016 @ 3:00 PM (CST)

NO LATE PROPOSALS WILL BE ACCEPTED

*****VENDOR MUST SUBMIT ONE (1) ORIGINAL, HARDCOPY PROPOSAL, AND TWO (2) SOFTCOPIES ON ELECTRONIC MEDIA. PRINTED HARDCOPY SECTIONS MUST BE TABBED AND LABELED WITH PAGES NUMBERED AT THE BOTTOM OF EACH PAGE.**

THE COST PROPOSAL IS NOT TO BE INCLUDED IN THE SOFTCOPIES, WHICH MUST OTHERWISE BE A DUPLICATE OF THE ORIGINAL HARDCOPY EXACTLY.

IF THE REQUESTED NUMBER OF "SOFTCOPIES" (EXAMPLE: FLASHDRIVE, TRAVEL DRIVE, JUMP DRIVE, ETC.) IS NOT SUBMITTED WITH THE ORIGINAL, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

Time Critical Proposal Deliveries: The City of Plano, Texas cannot guarantee, due to internal procedures, any proposals sent Priority Mail will be picked up and delivered by the closing date and time. It is recommended that critical proposal deliveries be made either in person or via an alternate delivery method.

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:

**Vernie Rambo,
Sr. Buyer
vernier@plano.gov**

EXHIBIT A
PAGE 14 OF 61

RFP NO.: 2016-0370-C
Utility Bill Printing and Mailing and Insert Printing Services

Introduction

The City of Plano is soliciting proposals for printing and mailing of utility bills and inserts. This service includes receiving and processing a data transfer daily, CASS certification, printing and folding of bills and inserts, envelope inserting, presorting, metering, and mailing. Inserts are printed directly from industry-standard electronic files (e.g., Adobe Photoshop, Illustrator, InDesign, and PDF) on uncoated or coated paper and are mailed with utility bills. The City intends to award the contract to a single firm. The term of the contract will be for one year with four City-optional one-year renewals.

Question Concerning Proposal

To ensure that all prospective respondents have accurately and completely understood the requirements, questions **must** be submitted online through www.bidsync.com under the questions and answer section. There will be **no questions** accepted and/or answered via email or telephone.

Pre-Proposal Meeting will be held at 2:00 PM Central Time on Wednesday, October 12, 2016 in the Building Inspection Training Room at Municipal Center; 1520 K Avenue; Plano, TX 75074

Questions Deadline: 12:00 Noon Central Time on Thursday, October 13, 2016

Pricing

Submit proposed pricing as instructed in the RFP Specification package. The cost proposal is not to be included in the softcopies, which must otherwise be a duplicate of the original hardcopy.

Delivery of Proposal Instructions

Mark proposal package(s): "RFP No. 2016-0370-C, RFP Utility Bill Printing and Mailing and Insert Printing Services". All proposals must be delivered or mailed to the following location **prior to 3:00 pm (CT) on Monday, October 31, 2016.**

City of Plano – Purchasing Division
1520 Avenue K, Suite 370
Plano, TX 75074

Public Opening

Proposals will be publicly opened in the Purchasing Division, Municipal Center, 1520 Avenue K, Municipal Center 3B Conference Room, Plano, TX 75074 at **3:00 pm (CT) on Monday, October 31, 2016.** Only the names of the firms submitting proposals will be read aloud at the public opening.

EXHIBIT A
PAGE 15 OF 61



October 21, 2016

Prospective Bidders

Re: **Addendum #1**

RFP No. 2016-0370-C

Utility Bill Printing and Mailing and Insert Printing Services

=====

Addendum #1 is issued. The following items take precedence over the initial bid specifications and documents, where supplemented here. The original requirements not affected by this addendum shall remain in effect.

Questions from BidSync

Question 1

- As a Non Resident bidder, the bid requirements state that our bid must be less than any resident bidder.
- Can you share your current contract pricing for each of these items?

Answer 1

- This statement does not apply to this Request for Proposal process.
- See Attachment A for contract pricing.

Question 2

- Who is your current vendor and what is the length and value of the contract?

Answer 2

- The current vendor is DP2 Billing solutions, LLC d/b/a DATAPROSE. The contract was 1 year with 3 renewal options at an annual value of \$158,761.00.

Question 3

- Are you happy with your current vendor?

Answer 3

- Yes.

Question 4

- What company is currently providing these services?

Answer 4

- The current vendor is DP2 Billing solutions, LLC d/b/a DATAPROSE.

Question 5

- How much is the City paying to print and mail a one page bill?

Answer 5

- See response to question #1.

Question 6

- Are you wanting payment processing also as an online service?

Answer 6

- No.

Question 7

- What is the window size & position on the 9 x 12 Booklet?

Answer 7

- The 9 X 12 envelope is used with a cover sheet, therefore, offerors should propose window size and placement that will work with their cover sheet.

Question 8

- What is the anticipated go-live date if a new vendor is selected?

Answer 8

- February 2017.

Question 9

- The RFP displays scans of a #10, an 8 5/8 and a 9 x12, but only pricing is requested for the #10, 1/0, 2/0 and 4cp/0 (although they all have a blue inside tint). The current form does not permit pricing additional envelopes? Please clarify.

Answer 9

- Per the descriptions in the Item Response Form, the cost of all envelopes is to be included in the price bid for bill processing. The pricing for the envelope listed under insert printing is an additional charge for printing an ad on the outside of the envelope.

Question 10

- What does the Bill Processing quantity of 1,015,345 reflect? Is it individual bills, standard packages or a combination of standard and bulk packages?

Answer10

- This is an estimated annual quantity that reflects individual bills that are mailed in a combination of standard and bulk packages. Less than 1% of the bills are mailed in bulk packages.

Question 11

- For the purpose of pricing Bill Processing:
 - Should pricing be for a standard package? Is there a place to price a bulk package?
 - What does an average standard package contain?
 - Should we price this for a single bill, or should householding be factored in?
 - Should Bill Processing include the addition of inserts? If so, what is the average number of inserts per package?

Answer 11

- Pricing should be for a standard package. No, there is not a place for bulk pricing. A bulk package decreases the number of #10 and 8 5/8 envelopes that are used. However, offers can propose a different pricing model.
- See specification 10.3 for description of a standard package.
- Pricing should be for a single bill.
- As specified in the item response form, bill processing includes the cost for each bill to process data, create PDF, print, collate, fold, insert, seal, mail, *and perform all other services specified*. We average two to three inserts per month. See specification 10.3. Printing of Inserts are to be priced separately per the Item Response Form.

Question 12

- How many sheets are in a utility bill? If there is a range, what is the average sheet count?

Answer 12

- Normally one page.

Question 13

- Does the City require NCOA or ACS?

Answer 13

- We do not want NCOA. You can choose whether to offer ACS in your proposal.

Question 14

- Is this work being done in-house today or out-sourced?

Answer 14

- It is currently outsourced.

Question 15

- If outsourced today, how many files do you send? For instance, do you send a file per statement template? Or one file which includes a statement template ID?

Answer 15

- Per Specification Section 4, we currently send one data file which includes all of the statement information.

Question 16

- Can the City provide sample files used today?

Answer 16

- A sample data file will be provided to the intended awardee for testing and validation prior to award.

Question 17

- Average number of statements that go over one page?

Answer 17

- Year to date, there has been 1.

Question 18

- For e-bill presentment – one or two sided?

Answer 18

- One sided.

Question 19

- E-bill- is this broken out residential vs commercial?

Answer 19

- No.

Question 20

- Can the City provide physical copies of the inserts?

Answer 20

- Yes, samples are available to be viewed in the Purchasing Department at 1520 K Avenue, Suite 370 in Plano, TX 75074.

Question 21

- Is there a static backer on the statements? Can a sample be provided?

Answer 21

- No, the back is blank.

Question 22

- Is the City currently using or interested in targeted or intelligent inserts?

Answer 22

- The City is not currently using these; however, you may choose whether to offer this in your added value proposal.

Question 23

- Please confirm that electronic submission through BidSync is acceptable. The cover sheet references hard and soft copies while later in the response electronic submission is listed

Answer 23

- Responses may be made through BidSync or by hard and softcopies.

Question 24

- You list different quantities on the various inserts. Is this the estimated annual usage for each? Is the monthly quantity 82,000?

Answer 24

- Yes, those quantities are based on recent annual usage for each insert size. 82,000 is the lot size for each insert (refer to the descriptions in the Item Response Form). There may be more than one insert in a given month.

Question 25

- Do we include the folding cost for the medium and large insert when providing the per thousand price?

Answer 25

- As this is a proposal, give us your best pricing but it is preferred that the folding cost of the insert not be submitted as a separate item.

Question 26

- Is it requisite to use the "pistol" window envelope? This is a generic outgoing envelope. Will a generic double window envelope, serving the same purpose be acceptable?

Answer 26

- These are the envelopes that we currently use, but offerors may propose alternatives.

Question 27

- Can additional detail be provided about this statement in the scope? "Accept upgrades to current customer billing system"

Answer 27

- The awarded vendor must have the ability to make changes in their system should there be a change in the City's billing system that would affect the bill printing.

Question 28

- Will secure email be required or will an email with a link to an e-presentment system be preferred?

Answer 28

- If you are referring to the PDF's, a link to an e-presentment system would be preferred.

Question 29

- Is there printing on the back of the bills? Can a sample be provided?

Answer 29

- There is no printing on the back of the bill.

Question 30

- Please indicate current contractor for the services in this RFP as well as annual contract value for FY2015 and for FY2016

Answer 30

- The current vendor is DP2 Billing solutions, LLC d/b/a DATAPROSE.

Question 31

- What is the current pricing by item type for the services in this RFP?

Answer 31

- See Response to #1.

Question 32

- Will the vendor be allowed to electronically upload the RFP response and pricing for this initiative or does Plano require hardcopy responses?

Answer 32

- Responses may be made through BidSync or by hard and softcopies.

Question 33

- Please clarify custom messages/images on envelopes ("Custom message image – May be used on envelope..." RFP pg 52). Are custom images required on demand for envelopes? Or, would the contractor be given notification on any envelope artwork required to be able to provide the material offset?

Answer 33

- Custom messages on the outside of the envelope follow the same leadtime given for a regular insert.

Question 34

- Will the City of Plano accept a combination of Professional Liability (E&O) Insurance and Crime insurance instead of both Professional Liability (E&O) and a Fiduciary Bond if coverage and protection for your interests are identical?

Answer 34

- Professional Liability coverage will suffice.

Question 35

- Who is the current vendor providing these services and at what cost breakdown is the City of Plano currently paying for these services?

Answer 35

- The current vendor is DP2 Billing solutions, LLC d/b/a DATAPROSE. See response to #1.

Question 36

- Should the pricing include the emailing of a bill to customers who opt to receive an electronic copy of their bill?

Answer 36

- No, we currently handle all of our own e-bills.

Question 37

- Are you looking for electronic presentment pricing to be included in this bid?

Answer 37

- No, however, offerors may submit pricing in the added value portion.

Question 38

- Please elaborate more on what is being asked for in regards to General Services 3.13 - provide a web service or a type of API to allow for the extraction of statements.
 - Is this a request for the City of have access to an online portal to stop a bill from being printed and mailed?
 - Is this for online presentment? Please clarify.

Answer 38

- No it is not used to stop a bill from being printed and mailed.
- It is used for online presentment when retrieving statements by online users and for sending e-bills to our customers.

Question 39

- Where is the pricing sheet located for this proposal?

Answer 39

- The Item Response form located BidSync is the pricing sheet.

Question 40

- Is there printing on the back of the bill?

Answer 40

- There is no printing on the back of the bill.

Question 41

- What is the overall annual quantity of bills mailed?

Answer 41

- See question and answer 10 above.

Question 42

- How often does the City require a courier service? What is the require turnaround time for the courier service?

Answer 42

- We have not had to utilize a courier in recent years. Provide information in your proposal about available turnaround time(s) as an added value service.

Question 43

- Is the city open to using a double window envelope?

Answer 43

- The envelopes listed are what we use currently, however, offerors may propose alternative envelopes.

Question 44

- Who are the samples to be sent to?

Answer 44

- Send Samples to the same address the responses are sent to in Purchasing at City of Plano; 1520 K Avenue, Suite 370; Plano, TX 75074.

Question 44

- Are 8.5 x 11 samples acceptable for bill samples?

Answer 44

- Yes.

Question 46

- Would the City be open to reformatting the paystub?

Answer 46

- It's not our preference but we would consider it to obtain best value.

Question 47

- Is the current vendor using recycled envelopes?

Answer 47

- No, but the envelopes have an SFI Certified Fiber Sourcing label.

Questions from Pre-Proposal Meeting
October 12, 2016

Question 1

- Should the bill processing pricing include the cost of envelopes?

Answer 1

- Yes.

Question 2

- In Item 3-20 in the Item Response Form, 2C and 4C, should the pricing of overprinting be included in the price?

Answer 2

- Yes.

Question 3

- Can the windows be redesigned on the large envelope?

Answer 3

- Yes

Question 4

- How does the statement get folded to fit the large envelope?

Answer 4

- Currently a cover page is printed for the statement and the statement is folded at the payment stub to assist in the folding of the statement to fit the envelope.

Question 5

- The current vendor uses one type of #10 envelope they purchase in bulk. Can we use a different #10 envelope we purchase in bulk in our proposal?

Answer 5

- Yes.

Question 6

- How should we propose recycled materials, i.e. the more we use the higher the price?

Answer 6

- This is an RFP and will be awarded based on all the evaluation criteria including price and services. The vendor should propose the best value for their solution.

Question 7

- If you are to change vendors, what is the timeline for transition?

Answer 7

- The new contract will need to be in place in February 2017.

Question 8

- What is the estimated number of 9X12 booklet envelopes used?

Answer 8

- Approximately 150,000 per month.

Question 9

- The quantities are different for several of the items including inserts. Please clarify.

Answer 9

- The different quantities were put in to show the estimated usage for different size inserts.

Vendors who may have already submitted a response and feel this addendum may change their response may pick up their packet and return it **prior to the due date and time.**

If you have any questions regarding this addendum, please contact the City of Plano Purchasing Division, (972) 941-7557.

CITY OF PLANO INSTRUCTIONS FOR BIDDING

1. **CITY OF PLANO GENERAL TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY OF PLANO (CITY).**
2. **BID NOTIFICATION:** City of Plano utilizes the following procedures for notification of bid opportunities: www.bidsync.com and the Dallas Morning News: www.dallasnews.com. These are the only forms of notification authorized by the City. City of Plano shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.
3. **REQUIRED INFORMATION:** City of Plano (City) bid/proposal packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the bidder may be found non-responsive. Vendors may be required to complete and supply all information contained in the "supplemental information" portion of the packet at a date after bid opening. Failure to complete "supplemental information" requirements in a timely manner, prior to council award, may be used by the City in determining a vendor's responsibility.
4. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** a prospective bidder must affirmatively demonstrate their responsibility. The City of Plano may request representation and other information sufficient to determine bidder's ability to meet these minimum standards including but not limited to:
 - 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 satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics;
 - E. Otherwise qualified and eligible to receive an award.
5. **CORRESPONDENCE:** the number of this bid packet must appear on all correspondence, or inquiries, pertaining to this quotation.
6. **PREPARATION COST:** the City will not be liable for any costs associated with the preparation, transmittal, or presentation of any bids or materials submitted in response to any bid, quotation, or proposal.
7. **NOTICE OF PUBLIC DOCUMENTS:** any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.
8. **ADDENDA:** any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Plano purchasing division. Addenda will be sent to all who are known to have received a copy of this bid packet, if the addenda contain changes to the "specification" or "bid form", bidders shall acknowledge receipt of all addenda or they may be declared non-responsive.
9. **REVISED BIDS:** the bid that is submitted last will supersede any previous versions.
10. **NONRESIDENT BIDDERS:** Pursuant to Texas government code, chapter 2252, subchapter A: A bidder whose principal place of business, ultimate parent company or majority owner's principal place of business is not in Texas, is considered a nonresident bidder. A nonresident bidder must underbid the lowest responsible resident bidder by an amount that is equal to, or less than, the amount by which a Texas resident would be required to underbid in the nonresident bidder's state. This provision does not apply to a contract involving federal funds.
11. **INSURANCE:** the City requires vendor(s) to carry the minimum insurance as required by state laws, and insurance requirements outlined in the bid/proposal documents.
12. **NO PROHIBITED INTEREST/COMPLIANCE WITH EQUAL RIGHTS ORDINANCE:** Bidder acknowledges and represents that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor 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.....".

Bidder agrees to comply with Section 2-11(F) of the City Code of Ordinances, which reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

CITY OF PLANO INSTRUCTIONS FOR BIDDING

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance because it is: 1) a religious organization; 2) a political organization; 3) an educational institution; 4) a branch or division of the United States government or any of its departments or agencies; 5) a branch or division of the State of Texas or any of its departments, agencies or political subdivisions; 6) a private club that is restricted to members of the club and guests and not open to the general public; 7) not an "employer" under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

- 13. **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.
- 14. **SAMPLES:** any catalog, brand names, or manufacturer's reference in this bid packet is descriptive and not restrictive, and is used to indicate type and quality level desired for comparison purposes unless specifically excluded. Please quote as listed or give equal. If item offered is other than as indicated, bidder must state make, model, and part number of product quoted. Equality will be determined by the City, per the specifications. Samples, if required, shall be furnished free of expense to the City. **Samples should not be enclosed with bid unless requested.**
- 15. **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.
- 16. **TAXES:** the City of Plano is exempt from federal manufacturer's excise and state sales and use tax. Tax must not be included in bid. Tax exemption certificates will be executed by the City and furnished upon request.

CITY OF PLANO INSTRUCTIONS FOR BIDDING

17. **PRICING:** bid price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.
18. **ERROR-QUANTITY:** bid price must be submitted on units of quantity specified, extended, and total shown, in the event of discrepancies in extensions, the unit price shall govern.
19. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By submittal of this bid, in addition to the guarantees and warranties provided by law, vendor expressly guarantees and warrants as follows:
 - A. That the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the vendor will bear the cost of inspecting and/or testing articles rejected.
 - B. That the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the vendor will, at vendor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
 - C. That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
 - D. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.
20. **PACKAGING:** unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
21. **F.O.B./DAMAGE:** quotations shall be bid F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The City of Plano 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.
22. **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. 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 goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
23. **PAYMENT TERMS:** payment terms are net 30 unless otherwise specified by the City in the bid/proposal packet.
24. **ELECTRONIC BIDS:** the City of Plano uses BidSync to distribute and receive bids and proposals. For cooperative bids and reverse auctions only, responding vendors agree to pay BidSync a transaction fee of one percent (1%) of the total awarded amount of all contracts for goods and/or services awarded to the vendor. Cooperative bids and reverse auctions will be clearly marked on the bid documents. To assure that all vendors are treated equally, the fee will be payable whether the bid/proposal is submitted electronically or by paper means. Refer to www.bidsync.com for further information.
25. **ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** the City adopts Vernon Texas' Statutes and Codes, Annotated Business and Commerce Code Chapter 43. Uniform Electronic Transaction Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.
26. **PRESENTATION OF BIDS – PAPER SUBMISSION:** complete bid packets must be presented to the Purchasing Division in a sealed envelope unless otherwise indicated.
27. **ALTERING BIDS – PAPER SUBMISSION:** bid prices cannot be altered or amended after submission deadline. Any inter-lineation alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
28. **LATE BIDS – PAPER SUBMISSION:** bid packets received in the purchasing division after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Plano is not responsible for the lateness of mail carrier, weather conditions, etc.
29. **WITHDRAWAL OF BIDS:** bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of the City.
30. **BID OPENINGS:** all bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as

CITY OF PLANO INSTRUCTIONS FOR BIDDING

any indication that the City accepts such bid as responsive. The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Plano purchasing guidelines, and project documents, including but not limited to the bid/proposal specifications and required submittal documents. The City will notify the successful bidder upon award of the contract and, according to state law all bids received will be available for inspection at that time.

31. **BID SUMMARY SHEET:** bid summary results will be made available forty-eight (48) hours after bid opening. Bidders desiring a copy of the bid summary sheet may view the results online forty-eight hours (48) hours after the bid opening at www.bidsync.com [Bid Sync website]. No results will be given over the telephone.
32. **MINOR DEFECT:** the City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids without cause prior to award.
33. **EVALUATION:** bids/proposals will be evaluated as outlined in the bid/proposal document.
34. **SPLIT AWARD:** the City reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The City reserves the right to take into consideration contract administration costs for multiple award contracts when determining low bid.
35. **PROTESTS:** all protests regarding the bid solicitation process must be submitted in writing to the Purchasing Manager within five (5) working days following the 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. The 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 prior to council award. All staff recommendations will be made available for public review ninety-six (96) hours prior to consideration by the City council.

1. **THESE TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY OF PLANO (CITY).**
2. **ADDITIONAL TERMS:** Notwithstanding acceptance by the City of the goods or services ordered hereby, no additional terms or conditions of vendor, whether contained within vendor's invoice or otherwise, shall be accepted by City, unless agreed upon in writing through a proposal process.
3. **CONFLICTS:** In the event the terms and conditions herein expressed conflict with the terms and conditions of any specifications issued by the City in conjunction with this purchase, the specifications shall supersede these terms and conditions to the extent of the conflict.
4. **AUTHORIZATION:** The City of Plano will not accept or pay for articles delivered or services performed without a specific written Purchase Order.
5. **CONFORMITY OF GOODS/SERVICES:** All goods to be delivered or services to be performed shall conform in every respect to the specifications issued by the City in conjunction with its solicitation of bids or proposals. In the event no such specifications were issued, the goods or services shall conform to the proposal submitted by the vendor.
6. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By acceptance of this order, in addition to the guarantees and warranties provided by law, contractor expressly guarantees and warrants as follows:
 - A. that the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the contractor will bear the cost of inspecting and/or testing articles rejected.
 - B. that the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the contractor will, at contractor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
 - C. that the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
 - D. that nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.
7. **PRICING:** Unit pricing shall be in strict conformity with the bid or proposal submitted by vendor, unless a price increase is authorized by the City.
8. **PRICE ESCALATION:** price escalations may be permitted by the City of Plano during the term of the contract. All requests for price escalation shall be in written form and shall demonstrate industry-wide or regional increases in the contractor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, railroad commission rates, federal/state minimum wage laws, federal/state unemployment taxes, FICA, etc. Increases will apply only to the products(s) and/or service(s) affected by an increase in raw material, labor, or another like cost factor. The City of Plano reserves the right to accept or reject any/all price escalations.
9. **PRICE REDUCTION:** if during the life of the contract, the contractor's net prices to other customers for the same product(s) and/or service(s) are lower than the City of Plano's contracted prices, an equitable adjustment shall be made in the contract price.
10. **TAXES:** the City of Plano is exempt from federal manufacturer's excise and state sales and use tax. Tax exemption certificates will be executed by the City and furnished upon request.
11. **PACKAGING:** unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
12. **F.O.B./DAMAGE:** all orders shall be F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The City of Plano assumes no liability for goods delivered in damaged or unacceptable condition. The contractor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.

13. **DELIVERY TIMES**: deliveries will be acceptable only during normal working hours at the designated location.
14. **DELIVERY PROMISE – PENALTIES**: default in promised delivery without acceptable reasons, or failure to meet specifications, authorizes the purchasing division to purchase goods/services elsewhere, and charge any increase in cost and handling to the defaulting contractor.
15. **INSPECTION, REJECTION, AND EXCESS SHIPMENT**: In addition to other rights provided by law, the City reserves the right (a) to inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality, (b) to reject articles shipped contrary to instructions or in containers which do not meet recognized standards, and (c) to cancel the order if not filled within the time specified. The City may return rejected articles or excess shipment on this order, or may hold the articles subject to the vendor's order and at vendor's risk and expense, and may in either event charge the vendor with the cost of shipping, unpacking, inspecting, repacking, reshipping and other like expenses.
16. **INVOICES**: invoices must be submitted by the contractor to the City of Plano, Accounting Department, P.O. Box 860279, Plano, TX, 75086-0279. The City Purchase Order number **must** appear on all invoices, delivery memoranda, bills of lading, packing and correspondence.
17. **PAYMENT TERMS**: payment terms are net 30 unless otherwise specified by the City. Upon receipt of a properly executed invoice and verification of delivery from the consignee, payment will be processed for items or services delivered.
18. **PATENT RIGHTS**: the contractor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
19. **FUNDING**: the contractor recognizes that any contract shall commence upon the effective date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for the contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.
20. **ASSIGNMENT**: the contractor shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the purchasing division.
21. **AUDIT**: the City of Plano reserves the right to audit the records and performance of contractor during the contract and for three years thereafter.
22. **INSURANCE**: the City requires contractor to carry the minimum insurance as required by state laws and insurance requirements outlined in the bid/proposal documents.
23. **CHANGE ORDERS**: no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing by the City of Plano.
24. **INDEMNIFICATION**: contractor agrees to defend, indemnify and hold the City and its respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs and expenses for personal injury (including death), property damage, intellectual property infringement claims (including patent, copyright and trademark infringement) or other harm or violations for which recovery of damages, fines, or penalties is sought, suffered by any person or persons that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of the contract, violations of law, or by any negligent, grossly negligent, intentional, or strictly liable act or omission of the contractor, its officers, agents, employees, invitees, subcontractors, or sub- subcontractors and their respective officers, agents, or representatives, or any other persons or entities for which the contractor is legally responsible in the performance of the contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of City, and its officers, agents, employees or separate contractors. City does not waive any governmental immunity or other defenses available to it under Texas or federal law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor, at its own expense, is expressly required to defend City against all such claims. City reserves

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the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this agreement. Contractor shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this agreement. If contractor fails to retain counsel within the required time period, City shall have the right to retain defense counsel on its own behalf and contractor shall be liable for all costs incurred by City.

In addition to contractor's intellectual property infringement indemnification and defense requirements herein, if an infringement claim occurs, or in contractor's opinion is likely to occur, contractor shall, at its expense: (a) procure for city the right to continue using the product; (b) replace or modify the product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the product and grant city a reimbursement for the product. Contractor will proceed under subsection (c) above only if subsections (a) and (b) prove to be commercially unreasonable.

The intellectual property infringement indemnification herein applies to all products provided, supplied or sold under this agreement by contractor to City whether manufactured by contractor or a third party. Contractor represents that, to the best of its knowledge, City's use of products that are provided supplied, or sold by contractor to City as part of this agreement does not constitute an infringement of any intellectual property rights and City has the legal right to use said products. City enters into this agreement relying on this representation.

The indemnification herein survives the termination of the contract and/or dissolution of this agreement including any infringement cure provided by the contractor.

25. **TERMINATION**: the City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by the City.

26. **TERMINATION FOR DEFAULT**: the City of Plano reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contractor fails to 1) meet delivery schedules or, 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award contract to another contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.

27. **REMEDIES**: the contractor and the City of Plano agree that each party has rights, duties, and remedies available as stated in the uniform commercial code and any other available remedy, whether in law or equity.

28. **VENUE**: this agreement will be governed and constructed according to the laws of the state of Texas. This agreement is performable in Collin/Denton County, Texas. Exclusive venue shall be in Collin County, Texas.

29. **NO PROHIBITED INTEREST/COMPLIANCE WITH EQUAL RIGHTS ORDINANCE**: contractor acknowledges and represents that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor 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....."

Contractor agrees to comply with Section 2-11(F) of the City Code of Ordinances, which reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise

- discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
 - (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
 - (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
 - (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
 - (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
 - (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
 - (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
 - (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
 - (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance because it is: 1) a religious organization; 2) a political organization; 3) an educational institution; 4) a branch or division of the United States government or any of its departments or agencies; 5) a branch or division of the State of Texas or any of its departments, agencies or political subdivisions; 6) a private club that is restricted to members of the club and guests and not open to the general public; 7) not an "employer" under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

30. **DELINQUENT TAXES:** section 2-2 of the City Code of Ordinances prohibits the payment of public funds to persons that owe delinquent taxes to the City of Plano. Therefore, payment to a contractor for goods or services provided to the City under contract or Purchase Order may be withheld in the event the contractor owes delinquent taxes to the City.

31. **WORKFORCE:**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while in the course and scope of delivering goods or services under a City of Plano contract on the City's property;
 - use or possess a firearm, including a handgun that is licensed under state law, except as required by the terms of the contract; who hold a license to carry a handgun or who otherwise lawfully possess a firearm and ammunition may keep such items in their locked personal vehicle while parked on City Property; or
 - use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

D. The immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9.

The contractor warrants that contractor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor warrants that contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

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ANNUAL CONTRACT VERBIAGE

This agreement will contain a fixed pricing structure for the term of the agreement. Quantities shown are estimates and NOT a commitment to buy any specific quantity. Orders will be placed on a non-exclusive, "as needed", basis. Orders placed by the City of Plano will be done so utilizing Contract Release Orders (CRO's). All invoices must reference City of Plano CRO number.

The City will have the right and option to extend the term of the agreement for four additional one (1) year periods upon the same terms and conditions. The City will also have the right and option to terminate the agreement upon thirty (30) days written notice.

2016-0370-C

**Utility Bill Printing and Mailing and Insert Printing Services
Specifications**

1. INTRODUCTION AND SCOPE OF SERVICES

- 1.1. The City of Plano is soliciting proposals for printing and mailing of utility bills and inserts. This service includes receiving and processing a data transfer daily, CASS certification, printing and folding of bills and inserts, envelope inserting, presorting, metering, and mailing. Inserts are printed directly from industry-standard electronic files (e.g., Adobe Photoshop, Illustrator, InDesign, PDF) on uncoated or coated paper and are mailed with utility bills.
- 1.2. Daily production averages approximately 3,750 bills but may be as many as 12,000 bills on occasion. A billing schedule will be provided to the contractor monthly.
- 1.3. The term of the contract will be for one year with four City-optional one-year renewals.

2. OBJECTIVES

- 2.1. Provide a high-quality, accurate, and timely printed water bill to our citizens.
- 2.2. Obtain the lowest possible postage costs.

3. GENERAL SERVICES

- 3.1. All materials are to be furnished by the contractor. Data are to be provided by the City of Plano.
- 3.2. Provide security of information and supervision from start to finish.
- 3.3. Provide a single point of contact representing the account.
- 3.4. Warehouse envelopes in climate-controlled conditions.
- 3.5. Contractor must have the ability to manipulate data into proper bill format.
- 3.6. Accept upgrades to current customer billing system.
- 3.7. Accept electronic data transmissions 24/7.
- 3.8. Perform custom programming as needed.
- 3.9. Have an emergency backup plan to avoid out-of-service situations.
- 3.10. Provide secure access for online transmission through SSL.
- 3.11. Provide capability to enable batch printing of selectively excluded bills.
- 3.12. Provide means for the City to add custom messages to bills on selected date range. Custom messages may include text or images or both. (See pages A-3 and A-17.)
- 3.13. Provide a web service or a type of API to allow for the extraction of statements for automation purposes and displaying content online.

This web service or API should provide methods to pull individual statements by bill date and account number and should allow for the statements to be returned to the client in a byte array or provide a URL to the statement online. Minimally, 12 months of statement data should be available via this web service or API.

4. DAILY TRANSMISSION OF ELECTRONIC DATA

- 4.1. ASCII data files will be provided.
- 4.2. Provide a secure electronic means for file transmission.

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- 4.3. Confirm receipt of file daily by return email to person specified when the file is received.
- 4.4. Provide a report daily when file has been processed for printing.
 - 4.4.1. File size and billing cycle will be utilized as confirming data.
 - 4.4.2. Provide, as part of this report, the amount of postage charges for the billing included in the report.
- 4.5. Data may be transmitted in multiple files throughout the day. Files received prior to noon should be processed and mailed the same day.

5. DATA PROCESSING AND MAIL PREPARATION

- 5.1. Selectively exclude bill types from printing (PULL, EBILL, CITY, and others identified in the file).
- 5.2. Bills that are excluded from printing are to be provided in PDF format for electronic distribution to customers.
- 5.3. CASS certification to ensure lowest possible postage costs.
- 5.4. Carrier route sort in compliance with latest USPS standard.
- 5.5. Bills going to same mailing address are to be inserted up to three into the standard mail-out envelope or four to fifty merged for stuffing into one bulk envelope.
- 5.6. All outgoing mail shall include ZIP +4 bar coding conforming to postal requirements for automated processing.

6. ACCESS TO ELECTRONIC BILL IMAGE

- 6.1. Provide access for city staff via password-secured Internet site to exact replicas of customer bills in PDF Format for a period of 12 months.
- 6.2. Provide search capability based on account number, date, and date range.
- 6.3. Have capability to email bill image from contractor site.
- 6.4. Provide PDF image of each statement processed after mailing is completed.

7. APPROVAL OF FORMS AND ENVELOPE ORDERS

- 7.1. The City will approve print stock and envelopes. Any changes during the contract must have City approval.
- 7.2. Proofs will be provided for approval prior to first printing and at any time a change in format is made.
- 7.3. All artwork remains the property of the City of Plano.

8. BILL PRINTING

- 8.1. Pre-printed forms of any kind will not be used.
- 8.2. High quality print with 600 DPI or better, full-color, one-sided.
- 8.3. Bill print fonts include OCRA for automated scanning and processing.
- 8.4. 8-1/2 inch x 14 inch with perforation. (See pages A-2–A-4.) Statements may vary in layout and format.
- 8.5. Paper weight is 24-pound bond.
- 8.6. Top portion of bill is for customer retention and contains billing information.

- 8.7. Perforate bottom portion to produce a return stub 8-1/2 inch x 3-5/8 inch to be returned by customer with payment.
- 8.8. Fold to fit a #10 window envelope with required information visible. Bills to be inserted in a bulk envelope are to be folded to fit the bulk envelope.

9. ENVELOPES

Envelope descriptions below are what is currently being used. Offerors may propose alternatives.

9.1. Mail Out Envelopes

- 9.1.1. #10 pistol window, 24 pound white wove printed one color (black ink) plus inside security tint. (See pages A-5–A-6 and A-18.)
- 9.1.2. Window size must comply with USPS for utilization of bar code.
- 9.1.3. Ability to include return mail processing codes if required.

9.2. Return Envelopes

- 9.2.1. #8-5/8 window reply envelope, 20 pound white wove printed one color (black ink) plus inside security tint. (See pages A-7–A-8.)
- 9.2.2. Bar coded for return address.

9.3. Bulk Envelope (Mail Out)

These envelopes are used to mail bills to customers such as apartment complexes who have multiple accounts going to the same address in a single envelope.

- 9.3.1. 9" x 12" booklet envelope, 28# white wove. (See page A-9.)
- 9.3.2. May use mailing label or window envelope with cover page.
- 9.3.3. Additional contents include one return envelope and one of each additional informational insert.

10. UTILITY BILL FOLDING AND INSERTING

- 10.1. Fold statement to fit mail out or bulk envelope, as appropriate.
- 10.2. Must have multiple page and selective inserting capabilities.
- 10.3. Contents include statement, return envelope, and up to three additional inserts.

11. OFFSET PRINTING

- 11.1. Inserts may be printed one-sided or two-sided, one-, two-, or four-color, and may have full bleeds. Sized as follows:
 - 11.1.1. Small—8-1/2" x 3-1/2" (See pages A-10–A-12.)
 - 11.1.2. Medium—8-1/2" x 5-1/2" (See pages A-13–A-14.)
 - 11.1.3. Large—8-1/2" x 11" (See pages A-15–A-16.)
- 11.2. One-, two-, or four-color imprinting may be ordered on Mail Out envelope. (See page A-18.)

12. MAILING

- 12.1. Daily (5 days per week)
- 12.2. Turnaround—data in by noon, process same business day and deliver to USPS bulk processing center.

- 12.3. The City of Plano will provide a monthly postage check to be held by the contractor in a postage-on-hand account and drawn from as needed. The contractor will obtain the best possible postage rates for bulk mailing.
- 12.4. Provide a postage usage report monthly. Usage information will be utilized by the City to adjust the monthly postage check amount as needed. If at the end of the contract a credit balance is realized, the City should be reimbursed within 30 business days.

13. INVOICING

- 13.1. Monthly
- 13.2. Only invoice for work completed.
- 13.3. Insert Printing should be invoiced separately from bill printing.
- 13.4. Invoicing should itemize services according to proposal form.
- 13.5. Specify details of special handling bills.
- 13.6. List number of bills printed for the period.

14. TRAINING

Contractor is required to provide training to City of Plano staff as needed to insure continuity of the process.

15. WARRANTY

Contractor is responsible for all costs associated with errant printing and mailing of bills due to no fault of the City.

16. ADDED VALUE

- 16.1. Preference will be given to companies providing high-quality in-house insert printing.
- 16.2. Provide occasional courier service for special delivery and pick up requests.
- 16.3. The City of Plano encourages offerors to provide Environmentally Preferable Products. Options of interest include:
 - 16.3.1. Vegetable-based and recycled (filtered) inks; avoid inks containing heavy metals.
 - 16.3.2. Papers and envelopes made with post-consumer fiber and other environmentally preferable paper fibers.
 - 16.3.3. Processed chlorine-free papers.

17. QUALIFICATIONS

Have a predominant business function, facilities and equipment related to the scope of work.

18. WORK HISTORY

Offeror should have successful work history with companies or governmental agencies of this scope and size within the last three years.

19. INSURANCE

Upon request, the successful offeror must submit proof of meeting necessary insurance requirements within ten (10) business days of notification by the City of Plano. Failure to respond within ten (10) business days may be grounds for declaring the offer non-responsive to specifications.

20. PROPOSAL RESPONSE FORMAT

Proposals may be submitted electronically through BidSync. Complete the Item Response Form online and upload the remainder of your proposal as an attachment by following the instructions provided.

If you are not submitting your proposal electronically, then submit one original hardcopy proposal and two softcopies on electronic media (CDs or USB drives). All pages should be numbered. The Item Response Form for the fee schedule can be printed from BidSync and should be included only in the hardcopy.

Responses should be written to answer this request rather than merely reiterating the objectives or reformulating the requirements specified in the solicitation. Standard sales and marketing materials should not be included in this section, but may be included in an appendix if desired. Any terms and conditions printed on any such materials will be considered null and void.

Provide the following information in the order stated below.

SECTION I—COMPANY PROFILE

Overview

Provide an overview of your company, including at minimum its history, size, structure, longevity, and primary business function.

If insert printing is outsourced, submit information regarding proposed subcontractor. Include name of subcontractor, address, phone number, and a brief description of the working relationship between your company and theirs.

References

Provide references from the past three years that are most relevant in demonstrating your ability to perform the scope of work described in these specifications.

Offerors are cautioned that the City may use information obtained from other sources in addition to information provided in this section in evaluating past and present performance.

SECTION II—DETAILED SOLUTION AND WORK PLAN PROPOSAL

Address each of the services listed in sections 3 through 15 of the specifications and explain how you propose to meet or exceed the City's needs. Label each item with the corresponding specification number.

SECTION III—ADDED VALUE

Address the Added Value requested in section 16 of the specifications, as well as any other enhancements or services which are offered but were not specifically requested.

SECTION IV—COST

Use the Item Response Form provided in BidSync.

SECTION V—SAMPLES:

Provide samples of your printed work produced on the paper and envelope stock offered in your proposal. If insert printing is to be outsourced, provide samples of the subcontractor's work as well.

In order to facilitate the award process, offerors are requested to submit samples to the Purchasing Division prior to proposal opening date and time. Otherwise, samples must be received within five business days of notification by the City of Plano. Failure to comply within five business days may be grounds for declaring offer non-responsive to specifications.

APPENDIX A—REQUIRED RFP DOCUMENTS

Provide the completed Vendor Acknowledgement Form and any other required documents.

21. EVALUATION CRITERIA

The City of Plano will select the proposal that is determined to be the most advantageous to the City, considering the relative importance of the following criteria and weights and any other facts considered relevant by the City. The City reserves the right to request presentations or demonstrations from some or all offerors in order to further develop evaluation scores.

<u>Cost for bill processing, printing, and mailing</u>	35%
<u>Cost for insert printing</u>	15%
<u>Qualifications and Work History</u> (Section I)	15%
<u>Solution and Work Plan</u> (Sections II and V)	20%
<u>Insert Printing</u> (Sections II and V)	10%
<u>Added Value</u> (Section III)	5%

22. BEST AND FINAL OFFER

The City of Plano reserves the right to request a best and final offer from any or all offerors.

APPENDIX A—SAMPLE IMAGES

Physical samples are available for examination in the City of Plano Purchasing Division, 1520 K Avenue, Suite 370, Plano, TX 75074.

CONTENTS

Bill samples.....	A-2
Envelope samples	A-5
Insert samples	A-10
Envelope imprint (ad) samples	A-17



Municipal Center Office
1520 K Ave Ste 120
PO Box 881990
Plano, TX 75086-1990

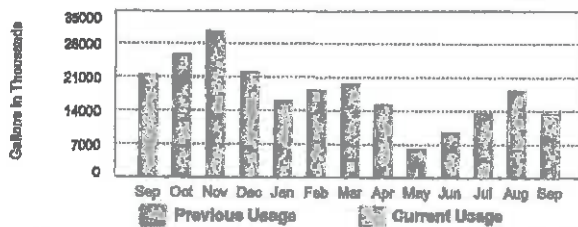
Office Phone: 972-941-7105
Hours: Monday-Friday 8:00-5:00
Night depository available
Environmental Waste Services: 972-789-4150
After-Hours Emergencies: 972-727-1523

Pay online at www.plano.gov
Pay By Phone: 972-941-5048

CURRENT METER USAGE

METER NUMBER	SERVICE TYPE	CURRENT METER READ	PREVIOUS METER READ	CONSUMPTION (IN GALLONS)
H52446811	WATER	612200	596760	15,450

YOUR HISTORICAL USAGE (IN GALLONS)



Current Consumption	Consumption Same Period Last Year	Previous 12 Billing Periods Consumption Average
13,450	21,350	17,553

IMPORTANT MESSAGE

Beginning April 1st, mailing of a separate red delinquent notice will be discontinued. In the future, if your account is delinquent, you will see a red message box on your regular billing statement.

Beginning April 1, customers may water up to two times per week. However, the City is urging customers to water wisely and only as needed. Addresses ending with zero and even numbers may water on Mondays and Thursdays, and addresses ending with odd numbers may water on Tuesdays and Fridays. Watering with sprinklers from 10 a.m. to 6 p.m. is prohibited. Visit plano.gov/water for more information on watering days.

CONSERVATION TIPS

Winter Watering Schedule begins Nov. 1. Residents and businesses will return to once a week sprinkler use with watering allowed between 10 a.m. and 6 p.m. to reduce the risk of nighttime freezing and prevent icy sidewalks and roadways. Sign up for texts or emails with guidance on when watering is needed at WaterMyYard.org. An updated watering calendar is available at plano.gov/water.

ACCOUNT SUMMARY

SERVICE PERIOD FROM 07/29/2016 TO 08/31/2016

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
103164	09/26/2016	\$116.27

ACCOUNT NAME: JOHN Q SAMPLE
SERVICE ADDRESS: 501 MAIN ST, PLANO
ACCOUNT TYPE: RESIDENTIAL
CYCLE-ROUTE: 32-1551 BILLING DATE: 09/01/2016

ACCOUNT SUMMARY

LAST BILL	\$131.15
PAYMENT- THANK YOU	-\$131.15
BALANCE FORWARD	\$0.00

CURRENT CHARGES

NEW CHARGES	
WATER	\$49.08
SEWER	\$46.69
DRAINAGE	\$4.15
REFUSE - 95 GAL	\$15.10
REFUSE SVC SALES TAX	\$1.25
TOTAL NEW CHARGES	\$116.27

CURRENT CHARGES SUMMARY

BALANCE FORWARD	\$0.00
TOTAL NEW CHARGES	\$116.27
PAY THIS AMOUNT BY 09/26/2016	\$116.27
AFTER DUE DATE YOU PAY	\$127.77

Due date applies to current charges ONLY. Please allow 7 days for mailing your payment.

JOIN PLANO'S QUEST FOR EXCELLENCE

AS EASY AS 1-2-3!

APPLY TO THE
CITY OF PLANO
BOARDS
& COMMISSIONS

1. Log on to plano.gov/correspondence
2. Download the petition form and fill it out
3. Complete the online application and submit it to:
City Secretary's Office
City of Plano
PO Box 881990
Plano, TX 75086-1990

Keep top portion for your records and return the bottom stub with your payment. Make check payable to: City of Plano



Municipal Center Office
1520 K Ave Ste 120
PO Box 881990
Plano, TX 75086-1990



TEMP-RETURN SERVICE REQUESTED

***SINGLE-PIECE 3 SEL T-PLC-0902C-A-1
R 2 SP 0-465



JOHN Q SAMPLE
501 MAIN ST
PLANO TX 750756723

SERVICE ADDRESS: 501 MAIN ST, PLANO
CYCLE-ROUTE: 32-1551 BILLING DATE: 09/01/2016

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
103164	09/26/2016	\$116.27

AFTER DUE DATE YOU PAY \$127.77

Please write account number on check and remit payment to:

AMOUNT ENCLOSED
\$



CITY OF PLANO
PO BOX 881990
PLANO TX 75086-1990

EXHIBIT A

PAGE 42 OF 61



Office Phone: 972-941-7105
Hours: Monday-Friday 8:00-5:00
Night depository available
Environmental Waste Services: 972-769-4150
After-Hours Emergencies: 972-727-1623

CURRENT METER USAGE				
METER NUMBER	SERVICE TYPE	CURRENT METER READ	PREVIOUS METER READ	CONSUMPTION (IN GALLONS)
H62168827	WATER	1202350	1167900	34,450

Month	Previous Usage (Thousands of Gallons)	Current Usage (Thousands of Gallons)
Sep	39,000	39,000
Oct	35,000	35,000
Nov	28,000	28,000
Dec	24,000	24,000
Jan	1,000	1,000
Feb	3,000	3,000
Mar	1,000	1,000
Apr	3,000	3,000
May	3,000	3,000
Jun	18,000	18,000
Jul	7,000	7,000
Aug	22,000	22,000
Sep	34,000	34,000

Current Consumption	Consumption Same Period Last Year	Previous 12 Billing Periods Consumption Average
34,450	37,500	16,217

Beginning April 1st, mailing of a separate red delinquent notice will be discontinued. In the future, if your account is delinquent, you will see a red message box on your regular billing statement.

Beginning April 1, customers may water up to two times per week. However, the City is urging customers to water wisely and only as needed. Addresses ending with zero and even numbers may water on Mondays and Thursdays, and addresses ending with odd numbers may water on Tuesdays and Fridays. Watering with sprinklers from 10 a.m. to 6 p.m. is prohibited. Visit paloalto.gov/water for more information on watering days.

Winter Watering Schedule begins Nov. 1. Residents and businesses will return to once a week sprinkler use with watering allowed between 10 a.m. and 8 p.m. to reduce the risk of nighttime freezing and prevent icy sidewalks and roadways. Sign up for texts or emails with guidance on when watering is needed at WaterMyYard.org. An updated watering calendar is available at paloalto.gov/water.

ACCOUNT NAME:	JOHN Q SAMPLE
SERVICE ADDRESS:	100 MAIN ST, PLANO
ACCOUNT TYPE:	RESIDENTIAL
CYCLE-ROUTE: 32-1764	BILLING DATE: 09/01/2016

LAST BILL	\$121.82
PAYMENT- THANK YOU	\$0.00
PAST DUE BALANCE	\$121.82

NEW CHARGES	
WATER	\$158.83
SEWER	\$23.73
DRAINAGE	\$4.15
REFUSE - 68 GAL	\$11.25
REFUSE SVC SALES TAX	\$0.93
TOTAL NEW CHARGES	\$198.89

PAST DUE BALANCE	\$121.82
TOTAL NEW CHARGES	\$198.89
PAY THIS AMOUNT BY 09/26/2016	\$320.71
AFTER DUE DATE YOU PAY	\$340.51

Due date applies to current charges ONLY. Please allow 7 days for mailing your payment.

Custom message
(text)

Custom message
(image)

15 SEP 1971

APPLY TO THE
CITY OF FLAHO
BOARDS
& COMMISSIONS

LE 051 09 1-2-31

1. Letter to phone-pole-and-hands-on-camera
2. Check-out-the-people-and-the-people-who-are-
3. Contact the state and local and state
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Plano
City of Excellence

TEMP-RETURN SERVICE REQUESTED

##SINGLE-PIECE 1 SGL T-PLC,D7D1b-A-1

3 3 SP 0.465

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JOHN Q SAMPLE
100 MAIN ST
PLANO TX 750758242

100 MAIN ST, PLANO
BILLING DATE: 09/01/2016

AFTER DUE DATE YOU PAY

Please write account
number on check and
remit payment to:

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED

12/20/2011 11:11 AM

CITY OF PLANO
PO BOX 861890
PLANO TX 75088-1890

EXPERIMENT

A

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A-3
p. 130

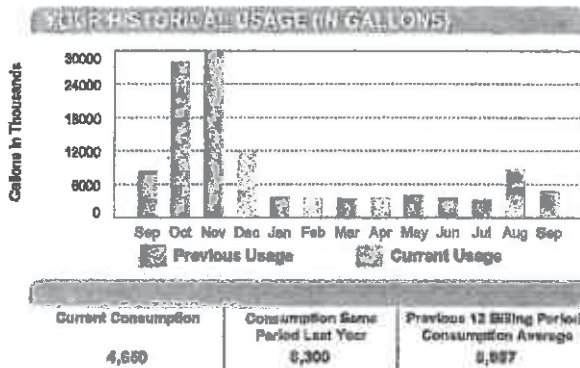


Municipal Center Office
1520 K Ave Ste 120
PO Box 861980
Plano, TX 75086-1990

Office Phone: 972-941-7105
Hours: Monday-Friday 8:00-6:00
Night depository available
Environmental Waste Services: 972-769-4150
After-Hours Emergencies: 972-727-1623

Pay online at www.plano.gov
Pay By Phone: 972-941-5040

CURRENT METER USAGE				
METER NUMBER	SERVICE TYPE	CURRENT METER READ	PREVIOUS METER READ	CONSUMPTION (IN GALLONS)
HS2446810	WATER	570900	566260	4,680



IMPORTANT MESSAGE

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CONSERVATION TIPS

Winter Watering Schedule begins Nov. 1. Residents and businesses will return to once a week sprinkler use with watering allowed between 10 a.m. and 6 p.m. to reduce the risk of nighttime freezing and prevent icy sidewalks and roadways. Sign up for texts or emails with guidance on when watering is needed at WaterMyYard.org. An updated watering calendar is available at plano.gov/water.

ACCOUNT SUMMARY

SERVICE PERIOD FROM: 07/28/2016 TO 09/31/2016

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
103157	09/26/2016	\$74.41

ACCOUNT NAME: JOHN Q SAMPLE
SERVICE ADDRESS: 500 MAIN ST, PLANO
ACCOUNT TYPE: RESIDENTIAL
CYCLE-ROUTE: 32-1551 BILLING DATE: 09/01/2016

ACCOUNT SUMMARY

LAST BILL	\$86.09
PAYMENT- THANK YOU	-\$86.09
BALANCE FORWARD	\$0.00

CURRENT CHARGES

NEW CHARGES	
WATER	\$22.67
SEWER	\$31.24
DRAINAGE	\$4.15
REFUSE - 95 GAL	\$15.10
REFUSE SVC SALES TAX	\$1.25
TOTAL NEW CHARGES	\$74.41

CURRENT CHARGES SUMMARY

BALANCE FORWARD	\$0.00
TOTAL NEW CHARGES	\$74.41
PAY THIS AMOUNT BY 09/26/2016	\$74.41
AFTER DUE DATE YOU PAY	\$81.73

Due date applies to current charges ONLY. Please allow 7 days for mailing your payment.

RECURRING PAYMENT - PLEASE DO NOT PAY

JOIN PLANO'S QUEST FOR EXCELLENCE

APPLY TO THE
CITY OF PLANO
BOARDS
& COMMISSIONS

AS EASY AS 1-2-3!

1. Visit plano.gov/excellence
2. Click on the "boards and commissions" link
3. Complete the online application and submit it to:
 - City Secretary, City of Plano
 - PO Box 861980
 - Plano, TX 75086-1990

RETAIN THIS STUB FOR YOUR RECORDS



Municipal Center Office
1520 K Ave Ste 120
PO Box 861980
Plano, TX 75086-1990



TEMP-RETURN SERVICE REQUESTED

**SINGLE-PIECE 1 SGL T-PLC-0902c-A-3
1 1 SP 0.415



JOHN Q SAMPLE
500 MAIN ST
PLANO TX 750766723

SERVICE ADDRESS: 500 MAIN ST, PLANO
CYCLE-ROUTE: 32-1551 BILLING DATE: 09/01/2016

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
103157	09/26/2016	\$74.41

AFTER DUE DATE YOU PAY \$81.73

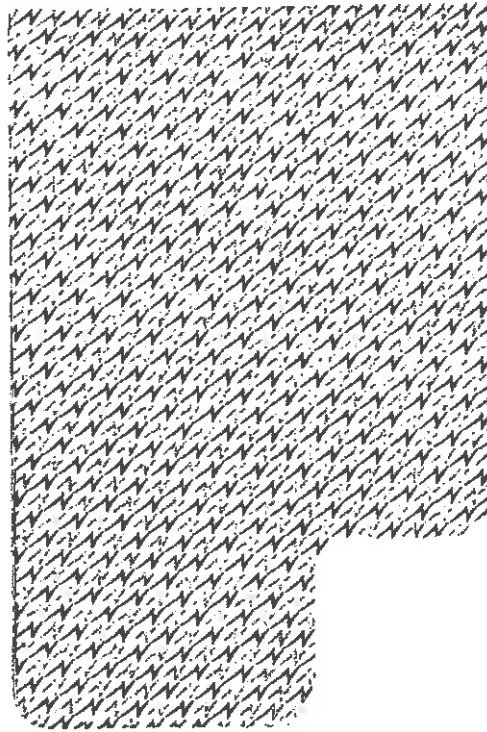
RECURRING PAYMENT - PLEASE DO NOT PAY



CITY OF PLANO
PO BOX 861980
PLANO, TX 75086-1990

EXHIBIT A
PAGE 44 OF 61

#10 Mail Out envelope



FIRST CLASS MAIL
PRESORTED
U.S. POSTAGE
PAID
DATA/PROSE

#10 Mail Out envelope



Recyclable Paper

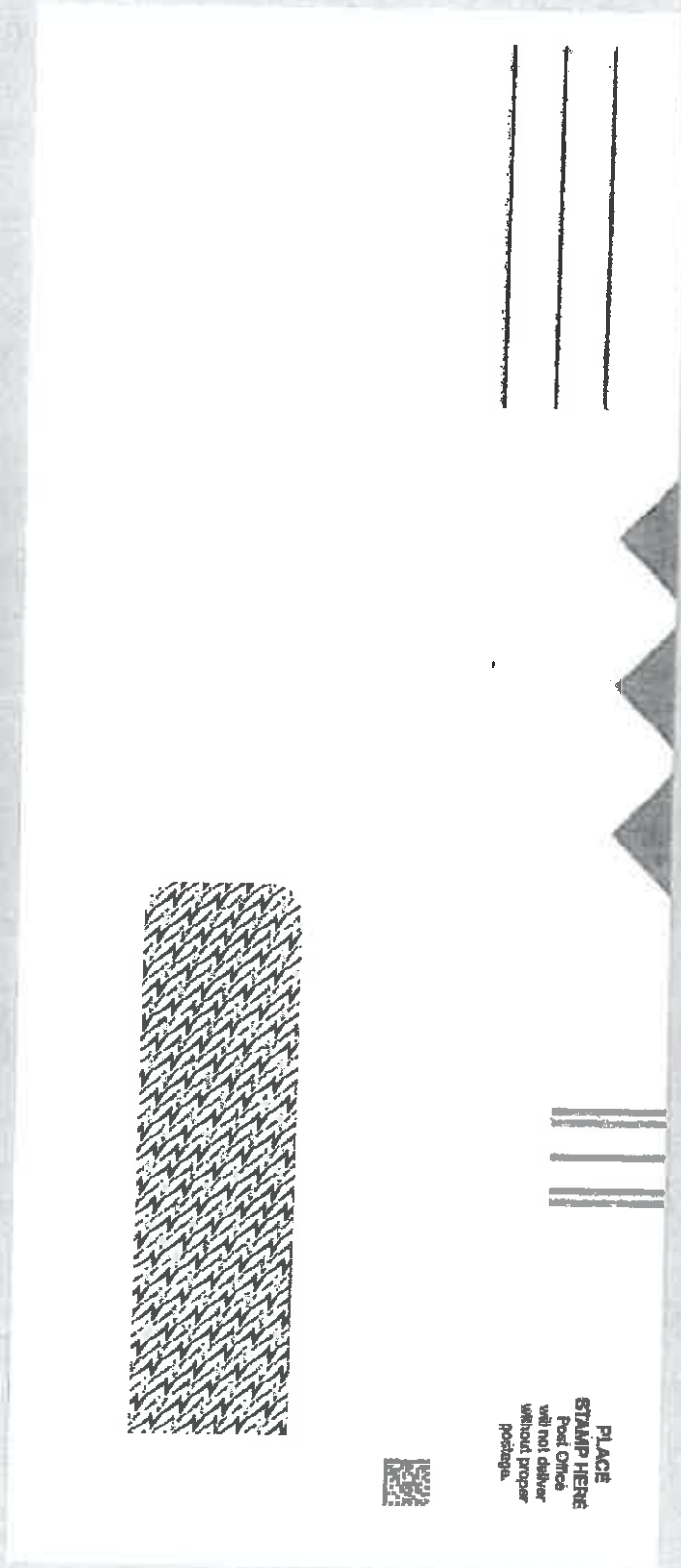


2016-0370-C



EXHIBIT A
PAGE 46 OF 61

8 5/8 Return envelope



PLACE
STAMP HERE
Post Office
will not deliver
without proper
postage.

8 5/8 Return envelope

JP9002-RT

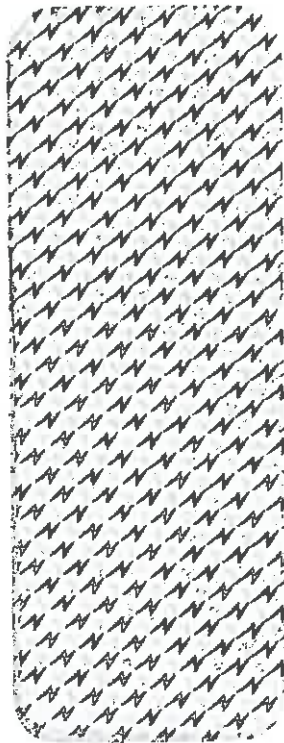
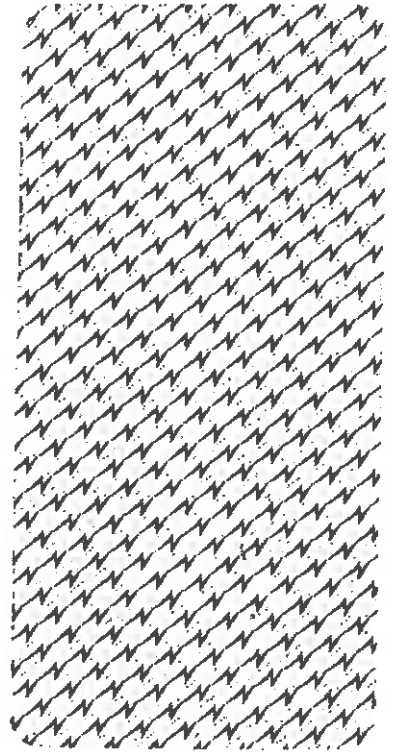


HAVE YOU REMEMBERED TO...

- Enclose your signed check?
- Write your account number on the check?
- Enclose the payment coupon so our address appears in the window?

THANK YOU!

9 x 12 Bulk envelope



Small insert
2 sides bleed



Live Green in Plano provides residents with information and resources to improve the environment and conserve natural resources through green lifestyle practices.

Support Live Green in Plano through a monthly tax-deductible pledge or a one-time contribution.

Donations support projects including community cleanups, sustainability education and upgrading median receptacles.

Return this form with your utility payment or mail to:

*Live Green in Plano
PO Box 860358
Plano, TX 75086-0358*

ONE-TIME CONTRIBUTION of \$ _____

____ Please, add this amount to my utility bill.

OR

____ I enclosed a separate check made payable to
Live Green in Plano

MONTHLY PLEDGE:

\$1 \$5 \$10 Other \$ _____

My pledge amount is circled above. I understand
it will be added to my utility bill and doesn't require a
separate check.

Name _____

Utility Account # _____

Address: _____

_____ ZIP Code _____

Phone _____ Email _____

Signature _____ Date _____

livegreeninplano.com
Questions? 972.769.4130

Small insert
Full bleeds

JOIN PLANO'S QUEST FOR EXCELLENCE!

**APPLY TO THE
CITY OF PLANO
BOARDS
& COMMISSIONS**

AS EASY AS 1-2-3!

1. Log on to: plano.gov/boardsandcommissions
2. Check available positions online after June 29
3. Complete the online application and submit,
or mail to:
City Secretary's Office
City of Plano
P.O. Box 860358
Plano, TX 75086-0358

**JOIN US AT THE
FOLLOWING RECEPTION:**

**THURSDAY, AUGUST 25, 2016
6-7:30 P.M.
RICHARD D. TOBIN, JR.
PROGRAM ROOM
HAGGARD LIBRARY
2501 COIT ROAD**

If you would like an application mailed to you or have any questions, please contact the City Secretary's Office at 972.941.7120 or citysecretary@plano.gov

EXHIBIT A
PAGE 51 OF 61

Small insert
Full bleeds

BOARDS, COMMISSIONS AND COMMITTEES



- > ANIMAL SHELTER ADVISORY
- > BOARD OF ADJUSTMENT
- > BUILDING STANDARDS
- > CIVIL SERVICE
- > COLLIN CENTRAL APPRAISAL DISTRICT
- > COMMUNITY RELATIONS
- > CULTURAL AFFAIRS
- > DART
- > HERITAGE
- > LIBRARY ADVISORY
- > NORTH TEXAS MUNICIPAL WATER DISTRICT
- > PARKS & RECREATION
- > PHOTOGRAPHIC TRAFFIC SIGNAL ADVISORY
- > PLANNING & ZONING

Check plano.gov/boardsandcommissions for available positions.

- > PLANO HOUSING AUTHORITY
- > RETIREMENT SECURITY PLAN
- > SENIOR CITIZENS ADVISORY
- > TIF #2

Must be a Plano resident for the past 12 months and a registered voter with no indebtedness to the City (i.e., library fines, utilities, alarm permits, property taxes, etc.)

Medium insert
3 sides bleed

80625_Trailer_Indd 1

Cyan Magenta
ID: Production2:

Black

KEEP PLANO CLEAN | Neighborhood Cleanup Dumpster

Neighborhoods organizing cleanups can request the Neighborhood Cleanup Dumpster for placement onsite to make trash collection easier.

The dumpster is a FREE 30-yard roll-off container measuring 8' wide x 22' long.

To schedule, call (972) 769-4130 or email ecoco@plano.gov.

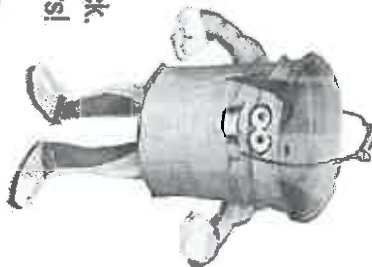
Community Cleanup Trailer

If you want to help keep streets and streams clean, but don't have the supplies, then you're in luck. Plano's Community Cleanup Trailer has gloves, vests, pickup sticks, trash bags - even hip waders!

The trailer is FREE to businesses, neighborhoods and civic groups to help volunteers beautify public spaces and neighborhoods.

Just organize a group, choose a date, reserve the trailer and City staff transports it to the cleanup location for you.

Register online: plano.gov/cleanups.



3/16/15 5:55 PM

EXHIBIT

PAGE 53 OF 61

A-13
p. 140

Medium, insert

Cyan: Magenta
ID: Production2:

Black

Organize A Cleanup!

Get A Team, Clean A Stream! Make Your Mark, Clean A Park!



HOW TO GET INVOLVED

- > Organize a group of friends, family or neighbors.
- > Sign up to volunteer March 1 through May 31 at plano.gov/cleanups.
- > Schedule a cleanup on Plano's official date, Saturday, April 18 to receive a free t-shirt and join the celebration: learn2livegreen.com.
- > Choose a creek, park or neighborhood to clean.
- > Trash bags, vests and sticks provided.

MAKE A DIFFERENCE AND MAKE IT FUN

- > Capture the moment. Shoot before and after photos.
- > Have a contest for strangest litter or most bags.
- > Take a group photo and share on facebook.com/livegreeninplano.
- > Photograph pieces of litter and post to Instagram using #litterati. Check it out at litterati.org.



Prepared in cooperation with the North Central Texas Council of Governments through funding from the Texas Commission on Environmental Quality.



98025_Traffic_Artd 2

3/18/15 5:55 PM

EXHIBIT A

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A-14

p. 141

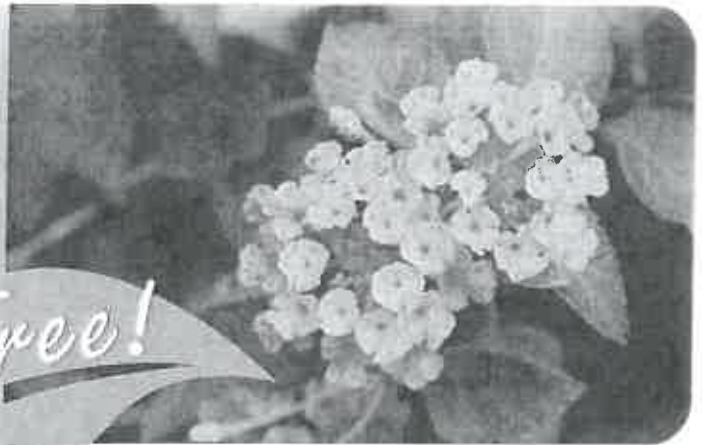
Large insert No bleeds

2016

Fall Water-Wise Landscape Tour

Saturday, October 15
9 a.m. – 3 p.m.

Free!



Visit beautiful, maintainable and sustainable Plano landscapes that thrived in the summer heat! Discover attractive, drought-tolerant plants that will inspire you to give them a try!



JOIN US AT TOUR HEADQUARTERS TO:

- > "Ask an Expert" about landscaping and irrigation
- > Observe the Monarch butterfly migration in the Texas SmartScape® Demonstration Garden
- > Receive a free soil moisture meter while supplies last
- > Enjoy free refreshments

TOUR HEADQUARTERS:

Environmental Education Center
4116 W. Plano Parkway, 75093

Information on the landscapes and a tour form available at plano.gov/landscapetour.



Large insert

FALL EVENTS AT THE ENVIRONMENTAL EDUCATION CENTER

4116 W. PLANO PKWY, 75093

REGISTER AT LIVEGREENINPLANO.DBSRES.COM

Landscape for Life



WEDNESDAYS, OCTOBER 19 - NOVEMBER 16 7 - 9 PM

This hands-on five-class series provides a guide for planning a Texas-friendly, low maintenance landscape. Contents include successful soil practices, water capture, water conservation and plant selection. The classes are free with the option to purchase the course book for \$20.

All About Butterflies!



SATURDAY, OCTOBER 22 10 A.M. - 12 NOON

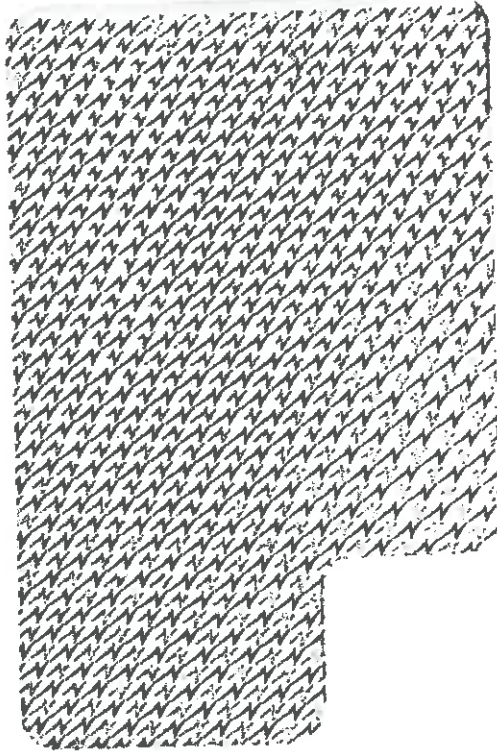
Enjoy a morning of FREE family fun celebrating the fall monarch butterfly migration! Join us at 10:30am to learn about the monarch butterflies' migration and what you can do to support them. Consult with butterfly and landscape experts about which plants are preferred and help us plant milkweed in our garden. Learn about butterflies and how to attract them to your backyard through activities:

- > Build a butterfly feeder > Create milkweed seed bombs
- > Count pollinators for the Great Sunflower Project > Join our butterfly migration parade
- > Prizes for the best butterfly costume or mask



Custom message image—
May be used on envelope or bill.

#10 envelope with
2-color imprint



FIRST CLASS MAIL
PRESORTED
U.S. POSTAGE
PAID
DALLAS, TEXAS

Question and Answers for Bid #2016-0370-C - Utility Bill Printing and Mailing Services and Insert Printing Services

Overall Bid Questions

Question 1

As a Non Resident bidder, the bid requirements state that our bid must be less than any resident bidder. Can you share your current contract pricing for each of these items?

Thank you (Submitted: Sep 30, 2016 2:58:02 PM CDT)

Question 2

Who is your current vendor and what is the length and value of the contract?
Are you happy with your current vendor? (Submitted: Sep 30, 2016 6:08:14 PM CDT)

Question 3

What company is currently providing these services?
How much is the City paying to print and mail a one page bill? (Submitted: Oct 3, 2016 10:36:56 AM CDT)

Question 4

Are you wanting payment processing also as an online service? (Submitted: Oct 3, 2016 12:24:32 PM CDT)

Question 5

How many Booklet envelopes where used over the past year?
#10's?
#8's? (Submitted: Oct 3, 2016 3:52:40 PM CDT)

Question 6

Was is the window size & position on the 9 x 12 Booklet?
What is the anticipated go-live date if a new vendor is selected? (Submitted: Oct 4, 2016 9:43:54 AM CDT)

Question 7

What is the window size & position on the 9 x 12 Booklet?
What is the anticipated go-live date if a new vendor is selected? (Submitted: Oct 4, 2016 9:49:43 AM CDT)

Question 8

The RFP displays scans of a #10, an 8 5/8 and a 9 x12, but only pricing is requested for the #10, 1/0, 2/0 and 4cp/0 (although they all have a blue inside tint). The current form does not permit pricing additional envelopes? Please clarify. (Submitted: Oct 5, 2016 10:11:37 AM CDT)

Question 9

What does the Bill Processing quantity of 1,015,345 reflect? Is it individual bills, standard packages or a combination of standard and bulk packages? (Submitted: Oct 5, 2016 10:11:59 AM CDT)

Question 10

For the purpose of pricing Bill Processing:
â€¢ Should pricing be for a standard package? Is there a place to price a bulk package?
â€¢ What does an average standard package contain?
â€¢ Should we price this for a single bill, or should householding be factored in?
â€¢ Should Bill Processing include the addition of inserts? If so, what is the average number of inserts per package? (Submitted: Oct 5, 2016 10:12:18 AM CDT)

Question 11

How many sheets are in a utility bill? If there is a range, what is the average sheet count? (Submitted: Oct 5, 2016 10:12:37 AM CDT)

Question 12

Does the City require NCOA or ACS? (Submitted: Oct 5, 2016 10:13:03 AM CDT)

Question 13

1. Is this work being done in-house today or out-sourced? (Submitted: Oct 10, 2016 8:30:17 AM CDT)

Question 14

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2. If outsourced today, how many files do you send? For instance, do you send a file per statement template? Or one file which includes a statement template ID? (Submitted: Oct 10, 2016 8:30:26 AM CDT)

Question 15

Can the City provide sample files used today? (Submitted: Oct 10, 2016 8:30:44 AM CDT)

Question 16

Average number of statements that go over one page? (Submitted: Oct 10, 2016 8:30:59 AM CDT)

Question 17

For e-bill presentment "one or two sided? (Submitted: Oct 10, 2016 8:31:15 AM CDT)

Question 18

E-bill- is this broken out residential vs commercial? (Submitted: Oct 10, 2016 8:31:29 AM CDT)

Question 19

Can the City provide physical copies of the inserts? (Submitted: Oct 10, 2016 8:31:43 AM CDT)

Question 20

Is there a static backer on the statements? Can a sample be provided? (Submitted: Oct 10, 2016 8:31:53 AM CDT)

Question 21

Is the City currently using or interested in targeted or intelligent inserts? (Submitted: Oct 10, 2016 8:32:02 AM CDT)

Question 22

Please confirm that electronic submission through BidSynch is acceptable. The cover sheet references hard and soft copies while later in the response electronic submission is listed (Specs, item 20). (Submitted: Oct 10, 2016 12:48:09 PM CDT)

Question 23

You list different quantities on the various inserts. Is this the estimated annual usage for each? Is the monthly quantity 82,000?

Do we include the folding cost for the medium and large insert when providing the per thousand price? (Submitted: Oct 11, 2016 3:44:07 PM CDT)

Question 24

Is it requisite to use the "pistol" window envelope? This is a generic outgoing envelope. Will a generic double window envelope, serving the same purpose be acceptable? (Submitted: Oct 12, 2016 2:04:10 PM CDT)

Question 25

1. Can additional detail be provided about this statement in the scope? "Accept upgrades to current customer billing system" (Submitted: Oct 13, 2016 7:22:25 AM CDT)

Question 26

Will secure email be required or will an email with a link to an e-presentment system be preferred? (6.3. Have capability to email bill image from contractor site) (Submitted: Oct 13, 2016 7:22:53 AM CDT)

Question 27

Is there printing on the back of the bills? Can a sample be provided? (Submitted: Oct 13, 2016 7:23:10 AM CDT)

Question 28

Please clarify custom messages/images on envelopes ("Custom message image" May be used on envelope RFP pg 52). Are custom images required on demand for envelopes? Or, would the contractor be given notification on any envelope artwork required to be able to provide the material offset? (RFP pg 30 & pg 52) (Submitted: Oct 13, 2016 7:23:34 AM CDT)

Question 29

Please indicate current contractor for the services in this RFP as well as annual contract value for FY2015 and for FY2016 (Submitted: Oct 13, 2016 7:23:51 AM CDT)

Question 30

What is the current pricing by item type for the services in this RFP? (Submitted: Oct 13, 2016 7:24:04 AM CDT)

Question 31

Will the vendor be allowed to electronically upload the RFP response and pricing for this initiative or does Plano require hardcopy responses? (Submitted: Oct 13, 2016 7:24:20 AM CDT)

Question 32

Will the City of Plano accept a combination of Professional Liability (E&O) Insurance and Crime insurance instead of both Professional Liability (E&O) and a Fiduciary Bond if coverage and protection for your interests are identical? (Submitted: Oct 13, 2016 8:57:25 AM CDT)

Question 33

Who is the current vendor providing these services and at what cost breakdown is the City of Plano currently paying for these services? (Submitted: Oct 13, 2016 9:03:29 AM CDT)

Question 34

Should the pricing include the emailing of a bill to customers who opt to receive an electronic copy of their bill? (Submitted: Oct 13, 2016 9:04:10 AM CDT)

Question 35

Are you looking for electronic presentment pricing to be included in this bid? (Submitted: Oct 13, 2016 9:04:28 AM CDT)

Question 36

Please elaborate more on what is being asked for in regards to General Services 3.13 - provide a web service or a type of API to allow for the extraction of statements. Is this a request for the City of have access to an online portal to stop a bill from being printed and mailed? Is this for online presentment? Please clarify. (Submitted: Oct 13, 2016 9:05:55 AM CDT)

Question 37

Where is the pricing sheet located for this proposal? (Submitted: Oct 13, 2016 9:06:20 AM CDT)

Question 38

What is the overall annual quantity of bills mailed? (Submitted: Oct 13, 2016 9:06:34 AM CDT)

Question 39

Is there printing on the back of the bill? (Submitted: Oct 13, 2016 9:06:49 AM CDT)

Question 40

How often does the City require a courier service? What is the require turnaround time for the courier service? (Submitted: Oct 13, 2016 11:35:14 AM CDT)

Question 41

Is the city open to using a double window envelope? (Submitted: Oct 13, 2016 11:35:39 AM CDT)

Question 42

Would the City be open to reformatting the paystub? (Submitted: Oct 13, 2016 11:36:15 AM CDT)

Question 43

Who are the samples to be sent to? Are 8.5 x 11 samples acceptable for bill samples? (Submitted: Oct 13, 2016 11:37:00 AM CDT)

Question 44

Is the current vendor using recycled envelopes? (Submitted: Oct 13, 2016 11:46:25 AM CDT)

BAFO Pricing Tabulation

Item #	Item	Qty	Unit	DataProse		
				Price	Total	Notes
2016-0370-C--01-01	Start-Up Cost		1 lump sum	\$0.000	\$0.000	
2016-0370-C--02-01	Process/Print/Mail	1,015,345	each	\$0.085	\$86,304.325	
Lot: Insert Printing--Uncoated Paper	Total Price from Lot				\$62,916.140	
					\$149,220.47	

Bid #2016-0370-C Utility Bill Printing and Mailing Services and Insert Printing Services
Lot: Start-Up Cost

BAFO Pricing Tabulation

Item #	Item	Product Code	Qty	Unit	DataProse		
					Prod Code	Price	Notes
2016-0370-C-01-01	Start-Up Cost			1	lump sum	\$0.00	Waived
					Total	\$0.00	Waived

Bid #2016-0370-C Utility Bill Printing and Mailing Services and Insert Printing Services
 Lot: Bill Processing

BAFO Pricing Tabulation

Item #	Item	Product Code	Qty	Unit	*DataProse		
					Prod Code	Price	Total
2016-0370-C-02-01	Process/Print/Mail		1015345	each		\$0.085	\$86,304.325
							50,000> statements/ mo.

*Data Prose

This unit price includes API to archive, archiving of statements (18 months) and the inserting fee for up to three additional inserts monthly.

Bill Print only pricing related to Interlocal participation by smaller Cities:

\$	0.095	30,000 - 49,999 statements/mo.
\$	0.105	20,000 - 29,999 statements/mo.
NA		20,000< statements/mo.

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Bid #2016-0370-C Utility Bill Printing and Mailing Services and Insert Printing Services
 Lot: Insert Printing--Uncoated Paper

BAFO Pricing Tabulation

Item #	Item	Product	C Qty	Unit	DataProse		
					Prod Code	Price	Total
2016-0370-C--03-01	Small 1C 1-sided		82	thousand		\$9.30	\$762.60
2016-0370-C--03-02	Small 1C 2-sided		82	thousand		\$10.54	\$864.28
2016-0370-C--03-03	Medium 1C 1-sided		82	thousand		\$13.80	\$1,131.60
2016-0370-C--03-04	Medium 1C 2-sided		82	thousand		\$16.46	\$1,349.72
2016-0370-C--03-05	Large 1C 1-sided		82	thousand		\$21.52	\$1,764.64
2016-0370-C--03-06	Large 1C 2-sided		82	thousand		\$24.45	\$2,004.90
2016-0370-C--03-07	Small 2C 1-sided		82	thousand		\$12.11	\$993.02
2016-0370-C--03-08	Small 2C 2-sided		82	thousand		\$13.92	\$1,141.44
2016-0370-C--03-09	Medium 2C 1-sided		82	thousand		\$16.39	\$1,343.98
2016-0370-C--03-10	Medium 2C 2-sided		82	thousand		\$20.17	\$1,653.94
2016-0370-C--03-11	Large 2C 1-sided		82	thousand		\$25.10	\$2,058.20
2016-0370-C--03-12	Large 2C 2-sided		82	thousand		\$29.49	\$2,418.18
2016-0370-C--03-13	Small 4C 1-sided		164	thousand		\$15.18	\$2,489.52
2016-0370-C--03-14	Small 4C 2-sided		410	thousand		\$16.83	\$6,900.30
2016-0370-C--03-15	Medium 4C 1-sided		82	thousand		\$19.33	\$1,585.06
2016-0370-C--03-16	Medium 4C 2-sided		164	thousand		\$23.04	\$3,778.56
2016-0370-C--03-17	Large 4C 1-sided		82	thousand		\$27.81	\$2,280.42
2016-0370-C--03-18	Large 4C 2-sided		574	thousand		\$31.87	\$18,293.38
2016-0370-C--03-19	Mail Out Envelope 1C		328	thousand		\$7.30	\$2,394.40
2016-0370-C--03-20	Mail Out Envelope 2C		328	thousand		\$8.50	\$2,788.00
2016-0370-C--03-21	Mail Out Envelope 4C		328	thousand		\$15.00	\$4,920.00
							\$62,916.14

Bid #2016-0370-C Utility Bill Printing and Mailing Services and Insert Printing Services
 Lot: Insert Printing--Uncoated Paper

BAFO Pricing Tabulation

Item #	Item	Product C Qty	Unit	DataProse		
				Prod	Code Price	Notes
2016-0370-C-03-01	Small 1C 1-sided		82 thousand		\$9.30	\$762.60
2016-0370-C-03-02	Small 1C 2-sided		82 thousand		\$10.54	\$864.28
2016-0370-C-03-03	Medium 1C 1-sided		82 thousand		\$13.80	\$1,131.60
2016-0370-C-03-04	Medium 1C 2-sided		82 thousand		\$16.46	\$1,349.72
2016-0370-C-03-05	Large 1C 1-sided		82 thousand		\$21.52	\$1,764.64
2016-0370-C-03-06	Large 1C 2-sided		82 thousand		\$24.45	\$2,004.90
2016-0370-C-03-07	Small 2C 1-sided		82 thousand		\$12.11	\$993.02
2016-0370-C-03-08	Small 2C 2-sided		82 thousand		\$13.92	\$1,141.44
2016-0370-C-03-09	Medium 2C 1-sided		82 thousand		\$16.39	\$1,343.98
2016-0370-C-03-10	Medium 2C 2-sided		82 thousand		\$20.17	\$1,653.94
2016-0370-C-03-11	Large 2C 1-sided		82 thousand		\$25.10	\$2,058.20
2016-0370-C-03-12	Large 2C 2-sided		82 thousand		\$29.49	\$2,418.18
2016-0370-C-03-13	Small 4C 1-sided		164 thousand		\$15.18	\$2,489.52
2016-0370-C-03-14	Small 4C 2-sided		410 thousand		\$16.83	\$6,900.30
2016-0370-C-03-15	Medium 4C 1-sided		82 thousand		\$19.33	\$1,585.06
2016-0370-C-03-16	Medium 4C 2-sided		164 thousand		\$23.04	\$3,778.56
2016-0370-C-03-17	Large 4C 1-sided		82 thousand		\$27.81	\$2,280.42
2016-0370-C-03-18	Large 4C 2-sided		574 thousand		\$31.87	\$18,293.38
2016-0370-C-03-19	Mail Out Envelope 1C		328 thousand		\$7.30	\$2,394.40
2016-0370-C-03-20	Mail Out Envelope 2C		328 thousand		\$8.50	\$2,788.00
2016-0370-C-03-21	Mail Out Envelope 4C		328 thousand		\$15.00	\$4,920.00
						\$62,916.14

Bid #2016- Utility Bill Printing and Mailing Services and Insert Printing Services
 Lot: Insert Printing--Coated Paper

BAFO Pricing Tabulation

Item #	Item	Product C Qty	Unit	DataProse		Total	Notes
				Prod Code	Price		
2016-0370	Small 1C 1		82 thousand		\$8.80	\$721.60	
2016-0370	Small 1C 2		82 thousand		\$10.00	\$820.00	
2016-0370	Medium 1		82 thousand		\$13.80	\$1,131.60	
2016-0370	Medium 1		82 thousand		\$16.40	\$1,344.80	
2016-0370	Large 1C 1		82 thousand		\$21.39	\$1,753.98	
2016-0370	Large 1C 2		82 thousand		\$24.11	\$1,977.02	
2016-0370	Small 2C 1		82 thousand		\$11.60	\$951.20	
2016-0370	Small 2C 2		82 thousand		\$13.30	\$1,090.60	
2016-0370	Medium 2		82 thousand		\$16.40	\$1,344.80	
2016-0370	Medium 2		82 thousand		\$20.20	\$1,656.40	
2016-0370	Large 2C 1		82 thousand		\$24.90	\$2,041.80	
2016-0370	Large 2C 2		82 thousand		\$29.20	\$2,394.40	
2016-0370	Small 4C 1		82 thousand		\$14.70	\$1,205.40	
2016-0370	Small 4C 2		82 thousand		\$16.20	\$1,328.40	
2016-0370	Medium 4		82 thousand		\$19.30	\$1,582.60	
2016-0370	Medium 4		82 thousand		\$22.90	\$1,877.80	
2016-0370	Large 4C 1		82 thousand		\$27.70	\$2,271.40	
2016-0370	Large 4C 2		82 thousand		\$31.70	\$2,599.40	
						\$28,093.20	



Proposal for

The City of Plano

Solicitation 2016-0370-C

Water Bill Printing and Mailing Services and Insert Printing Services



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Print & Mail



eBusiness



Marketing
Services

October 27, 2016

Vernie Rambo
Senior Buyer
City of Plano – Purchasing Division
1520 Avenue K, Suite 370
Plano, TX 75074

Reference: **Solicitation 2016-0370-C**

Dear Vernie,

The following proposal is provided by DataProse and meets or exceeds all of the requirements as specified in the City of Plano's Request for Proposals. Our response has been developed to meet your specified requirements for printing, mailing and archiving services for the City's water statements and inserts.

We believe the key to success is building long-term relationships with our clients as not just a vendor, but a partner. DataProse offers decades of experience in the critical transactional document production industry, including more than twenty-five (25) years serving city and county governments and municipal utilities. We currently provide output billing services to over 350 clients across the U.S. including more than 300 municipal utilities, courts and taxing agencies. Although we are large enough to offer you comprehensive solutions, we are small enough to provide you with the one-on-one service and attention you should expect. I can personally assure you that DataProse will provide you with the highest level of quality and responsive service available in the market today.

Please note the following as it relates to our response:

- DataProse is in receipt of all formal RFP related documents as provided through BidSync. Including Addendums #1 and #2.
- DataProse is taking no exceptions to the terms, conditions, specifications or other requirements listed in the RFP.
- DataProse does not have a Conflict of Interest with the City, the City's current Council Members or staff members.
- DataProse is in compliance with the insurance coverage requirements listed. DataProse will provide the required certificate and provision should we be the selected vendor.
- DataProse has not been released or removed from a job prior to job completion in the last three years.

Our team thanks you for the opportunity and we welcome your questions and input. We also thank you for your business in the past and look forward to continuing our business relationship with the City.

Best Regards,

William K. Murray, CEO
DataProse, LLC
bmurray@dataprose.com

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Table of Contents

- I. Section I – Company Profile**
- II. Section II – Detailed Solution and Work Plan Proposal**
- III. Section III – Added Value**
- IV. Section IV - Cost**
- V. Section V - Samples**
- VI. Appendix A – Required RFP Documents**

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Section 1 – Company Profile

Executive Summary

DataProse is a **Texas based company** and proudly employs 50 employees in our Coppell location. We have been fortunate to have produced the City of Plano's statements for over fifteen (15) years. DataProse is also a significant Texas sales tax producer and renewing with DataProse keeps "the money" in Texas. Since our inception, the DataProse team has managed document design, composition, print and electronic delivery capabilities by serving the most demanding transaction-oriented consumer markets. We have made the production of customer documents a core part of our business and understand how mission critical it is for all of our clients.

Our history of designing, implementing and managing complex applications has been praised by many of our business partners. In an effort to exceed your expectations, we will work closely as a team to ensure the entire process is handled in a professional and timely manner consistent with The City's specifications. Our advanced technology and expertise, coupled with the variety of services we offer can dramatically reduce costs and risk. Our goal is to exceed your expectations in quality, timeliness and responsive customer service.

- **Organization and Experience:** DataProse has over 25 years of experience (twenty in Texas) in providing outsourced print, mail and e-billing services to a broad range of industries. DataProse is headquartered in Coppell, Texas which is also our primary production facility. Additional processing facilities are located in the Los Angeles area (Oxnard, CA) and the Chicago area (Buffalo Grove, IL). Our design, corporate operations and customer management teams are centered in Coppell, TX. (Dallas). Our Coppell, Texas facility is one mile from DFW airport and the USPS Regional Center. We also have a USPS Full Service Postal Unit (DMU) in our Coppell and Buffalo Grove facilities which allows us to process, package and deliver mail directly into the USPS mail stream within twenty-four hours of processing, thus reducing mail time.
- **Summary of Project Approach and Work Plan:** Once a decision is reached, we are prepared to implement the solution for printing and mailing your Utility Bills, Notices, Newsletters and Inserts with the tracking and reporting functionality provided by our DPAuto customer portal within the stated Implementation timeline. We will also setup the secure Archive providing complete access to and print-off capabilities for all exact bill Archived documents as specified by you. Our Work Plan is attached for your review.
- **Overview of Functional & Technical Aspects of Proposed Project:** DataProse utilizes the "best-of-breed" industry software: Exstream – Dialogue, to compose and develop applications for print and electronic solutions. This technology allows us to accept data in virtually all file formats and expeditiously create the desired output documents. Future document changes can also be made easily and at lower cost. Our DPAuto customer Portal provides 24/7 file downloading, real time job tracking and detailed processing reports including processing and postage costs by job upon job completion. DPAuto also provides document proofing on-line prior to printing as well as variable messaging onto selected documents. Address updates/corrections reports are also provided from CASS and NCOA through DPAuto. Weekly and monthly summary reporting is also available. DataProse will also provide The City of Plano with an on-line Archive with the ability to access and view all documents on-line 24/7 and print-off documents with our Search & View document archiving service.

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- Review of Distinctive & Desirable Features: DataProse has the years of successful design, implementation, operational experience, and industry leading resources to provide a reliable, responsive and cost effective document management and print/mail solution. The DPAuto customer portal provides complete 24/7 access into all processing and cost information and can track mail through the USPS system if desired. The additional ability to proof documents Online prior to printing, further enhances DPAuto's value to our customers.

Below are some examples of what makes DataProse the leading provider of critical document management and print/mail services in the state of Texas:

- Completely integrated electronic and printed output options.
- A primary focus on critical transactional document services (Not bulk or marketing mail).
- Highest quality processing with secure and auditable processes.
- Online customer portal, DPAuto, for 24/7 file uploading, proofing, job tracking, CASS and NCOA online detailed reporting, detailed processing and postage cost reports by file, customer service, and SLA & production details.
- Hosted document archive with print-off and web presentment options.
- Full Service USPS Postal Unit (DMU) in-house – two locations.
- Expandable processing/mailing capacity to insure SLA's are always met or exceeded. Current daily imaging capacity of 1,595,160. Inserting capacity of 829,000 mail pieces daily.
- Experienced, professional programming, implementation and account management team (See attached resumes).
- Streamlined electronic bill presentment and payment (EBPP) options available.
- A 25+ year background of designing high quality customer communications that get results.
- Long standing partnerships with many of the key industry software and solution providers including: Tyler, SunGard, Harris, and many others.
- Financially secure company that extensively invests in technology, infrastructure, security, quality, equipment and new services and solutions each and every year.

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Corporate Headquarters:
- Southeast Production (**DMU**)

1122 W. Bethel Road, Suite 100, Coppell, TX 75019
(800) 876-5015 - Phone
(972) 462-5429 - Fax
www.dataprose.com
50 Employees
2 Shifts - five days/week

Mail Entry Point:

U.S. Postal Service Bulk Mail Center
951 W. Bethel Road
Coppell, TX 75099

Midwest Production (**DMU**)

900 Asbury Drive, Buffalo Grove, IL 60089
17 Employees
2 Shifts - five days/week

West Coast Production:

2001 Cabot Place, Oxnard, CA 93030
5 Employees
1 Shift five days/week

Primary Point of Contact:

Tim Zombik
(972) 462-5479
tzombik@dataprose.com

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DataProse works with a large base of municipalities. Here are a few cities that we work with:

Dana Mitchell
Revenue Collections Manager

City of Irving

825 W. Irving Blvd.

Irving, TX 75060

Tel 972.721.4965

dmitchell@cityofirving.org

Contract Period: 4 years (customer since 2014)

Scope of work: Billing Statements.



Charmaine Baylor

City of Fort Worth

Water Department

1000 Throckmorton St.

Ft. Worth, TX 76101

Tel 817.392.6629

Charmaine.baylor@fortworthtexas.gov

Contract Period: 1 year (customer since 2006)

Scope of work: Billing Statements and direct mail.



April Spann

Revenue Collections Manager

City of Frisco

6101 Frisco Square Blvd.

Frisco, TX 75034

Tel 972.292.5525

aspann@friscotexas.gov

Contract Period: 4 years

Scope of work: Billing Statements.



Kathy Chamberlain

Utility Billing Manager

City of Allen

305 Century Parkway

Allen, TX 75013

Tel 214.509.4134

kchamberlain@cityofallen.org

Contract Period: 5 years (customer since 2006)

Scope of work: Billing Statements.



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Section II – Detailed Solution and Work Plan Proposal

General Service Questions

- 3.1. All materials are to be furnished by the contractor. Data are to be provided by the City of Plano.
A: DataProse is in compliance and will continue to provide all materials.
- 3.2. Provide security of information and supervision from start to finish.
A: DataProse currently provides security of information and supervision from start to finish.
- 3.3. Provide a single point of contact representing the account.
A: DataProse currently provides and assigned Account Manager who acts as the single point of contact representing the City of Plano.
- 3.4. Warehouse envelopes in climate-controlled conditions.
A: DataProse will continue to on-site warehouse the City's envelopes and forms in a climate-controlled condition.
- 3.5. Contractor must have the ability to manipulate data into proper bill format.
A: DataProse will continue to provide the City with this capability.
- 3.6. Accept upgrades to current customer billing system.
A: DataProse will continue to be able to accept upgrades to the City's current customer billing system.
- 3.7. Accept electronic data transmissions 24/7.
A: DataProse will continue to accept electronic data transmissions 24/7/365.
- 3.8. Perform custom programming as needed.
A: DataProse will continue to provide the City with custom programming as needed.
- 3.9. Have an emergency backup plan to avoid out-of-service situations.
A: DataProse will continue to provide the City with an emergency backup plan to avoid out-of-service situations. Please see detailed plan found elsewhere in our response.
- 3.10. Provide secure access for online transmission through SSL.
A: As is the case today, DataProse will provide the City secure access for online transmission through SSL via the DPAuto Connect portal.
- 3.11. Provide capability to enable batch printing of selectively excluded bills.
A: DataProse will continue to define filters which batch out bills based on coding or some criteria in the data to filter certain "pulls" that are required. The City's dedicated project manager can also be contacted to pull bills out of the job run. Because every page of every bill is "fingerprinted" with sequencing numbers and characters, the project manager can pull any bill requested up to the time it is physically delivered to the USPS.
- 3.12. Provide means for the City to add custom messages to bills on selected date range. Custom messages may include text or images or both. (See pages A-3 and A-17.)
A: DataProse will continue to provide the City with custom messaging via the Message Manager tool found in our DPAuto Connect portal.
- 3.13. Provide a web service or a type of API to allow for the extraction of statements for automation purposes and displaying content online.

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This web service or API should provide methods to pull individual statements by bill date and account number and should allow for the statements to be returned to the client in a byte array or provide a URL to the statement online. Minimally, 12 months of statement data should be available via this web service or API.

A: As is the case today, DataProse will continue to provide the web service API to allow all customer bills to be viewable for a minimum of twelve (12) months.

DAILY TRANSMISSION OF ELECTRONIC DATA

4.1. ASCII data files will be provided.

A: DataProse will continue to accept ASCII data files from the City.

4.2. Provide a secure electronic means for file transmission.

A: As is the case today, the City can continue to upload files directly through the secure DataProse website. Note – the City alternatively can send files vis SFTP.

4.3. Confirm receipt of file daily by return email to person specified when the file is received.

A: DataProse confirms receipt of the file daily by return electronic mail to the person specified when the file is received.

4.4. Provide a report daily when file has been processed for printing.

4.4.1 File size and billing cycle will be utilized as confirming data.

4.4.2 Provide, as part of this report, the amount of postage charges for the billing included in the report.

A: Following is current City of Plano daily report containing the above referenced information:

PROCESSING DESCRIPTION REPORT				10/20/16 10:12
Client: Plano, City of				PLC
File Processed: Statement_16102084651.txt				
Project Description: Statements				Project #: 98030CA20
Mailing Group	# of Bills	# of Impressions	Postage	
A (1 ounce)	3207	3238	\$1,210.66	
B (2 ounce)	7	35	\$4.73	
C (8 to 99 pages)	8	207	\$0.00	
D (100 to 499 pages)	0	0	\$0.00	
E (500+ pages)	0	0	\$0.00	
I (International)	0	0	\$0.00	
X (Hold Bill/Invalid)	0	0	\$0.00	
(Bills Suppressed)	481	481	-	
TOTALS	3222	3480	\$1,215.39	
INSERT SUMMARY				
Insert Description	Weight	# of Inserts		
BRE	0.13	2248		
Texas Recycles Day	0.06	3222		
TOTAL INSERTS		5470		
ADDITIONAL INFORMATION				
Records Expected	Records Processed	Pieces Processed	Pieces Printed	
3949	3949	3703	3222	
Total Flow Pages In Output = 1				
Expected Bill Date - 10/20/2016		Actual Bill Date - 10/20/2016		
Total Current Charges of Records Processed				\$602,487.17
Total Amount Due of Records Processed				\$685,304.42
Total Amount Due of Records Processed (No Credits)				\$705,689.51
Due Date (From Source Data File)				November 8, 2016
SIMPLEX		PLCT101016ML86101		3950
3237	34	198	0	481

4.5. Data may be transmitted in multiple files throughout the day. Files received prior to noon should be processed and mailed the same day.

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A: DataProse confirms capability and service level requirement.

DATA PROCESSING AND MAIL PREPARATION

5.1. Selectively exclude bill types from printing (PULL, EBILL, CITY, and others identified in the file).

A: DataProse is able to selectively exclude the above mentioned bill types from printing.

5.2. Bills that are excluded from printing are to be provided in PDF format for electronic distribution to customers.

A: DataProse confirms this requirement as part of standard processing routine.

5.3. CASS certification to ensure lowest possible postage costs.

A: DataProse confirms this requirement as part of standard processing routine.

5.4. Carrier route sort in compliance with latest USPS standard.

A: DataProse confirms ability to sort to carrier route level.

5.5. Bills going to same mailing address are to be inserted up to three into the standard mail- out envelope or four to fifty merged for stuffing into one bulk envelope.

A: DataProse is able to mail merge up to three (3) bills going to the same mailing address into a #10 envelope and four (4) to fifty (50) merged for stuffing into one large envelope.

5.6. All outgoing mail shall include ZIP +4 bar coding conforming to postal requirements for automated processing.

A: DataProse confirms Zip +4 bar coding conforming to postal requirements on all outgoing mail for automated processing.

ACCESS TO ELECTRONIC BILL IMAGE

6.1. Provide access for city staff via password-secured Internet site to exact replicas of customer bills in PDF Format for a period of 12 months.

A: DataProse will continue to provide access for City staff via password secured internet site to exact replicas of customer bills in PDF Format for a period of 12 months via the DPAuto Search & Viewbill tool.

6.2. Provide search capability based on account number, date, and date range.

A: DataProse confirms search capability based on account number, date, or date range.

6.3. Have capability to email bill image from contractor site.

A: DataProse confirms capability to email bill images directly from Search & ViewBill site.

6.4. Provide PDF image of each statement processed after mailing is completed.

A: DataProse will continue to provide PDF images of each statements processed as required.

APPROVAL OF FORMS AND ENVELOPE ORDERS

7.1. The City will approve print stock and envelopes. Any changes during the contract must have City approval.

A: As part of our current process with the City, approval is required for all orders for print stock and envelopes.

7.2. Proofs will be provided for approval prior to first printing and at any time a change in format is made.

A: DataProse will furnish proofs for approval prior to sending to print.

7.3. All artwork remains the property of the City of Plano.

A: DataProse confirms that all artwork is the property of the City of Plano.

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BILL PRINTING

- 8.1. Pre-printed forms of any kind will not be used.
A: DataProse confirms adherence to the requirement.
- 8.2. High quality print with 600 DPI or better, full-color, one-sided.
A: DataProse will continue to provide full-color variable printing at this level.
- 8.3. Bill print fonts include OCRA for automated scanning and processing.
A: DataProse will continue to utilize bill print fonts including OCRA for automated scanning and processing.
- 8.4. 8-1/2 inch x 14 inch with perforation. (See pages A-2–A-4.) Statements may vary in layout and format.
A: DataProse will continue to meet this paper size requirement and understand the statements may vary to layout and format.
- 8.5. Paper weight is 24-pound bond.
A: DataProse will continue to meet this paper stock requirement.
- 8.6. Top portion of bill is for customer retention and contains billing information.
A: DataProse will continue to meet this requirement.
- 8.7. Perforate bottom portion to produce a return stub 8-1/2 inch x 3-5/8 inch to be returned by customer with payment.
A: DataProse will continue to meet this requirement.
- 8.8. Fold to fit a #10 window envelope with required information visible. Bills to be inserted in a bulk envelope are to be folded to fit the bulk envelope.
A: DataProse will continue to meet this requirement.

ENVELOPES

- 9.1. **Mail Out Envelopes**
 - 9.1.1. #10 pistol window, 24 pound white wove printed one color (black ink) plus inside security tint. (See pages A-5–A-6 and A-18.)
A: DataProse will continue to furnish the outgoing mail envelope meeting these specifications.
 - 9.1.2. Window size must comply with USPS for utilization of bar code.
A: DataProse confirms and will comply with this requirement.
 - 9.1.3. Ability to include return mail processing codes if required.
A: DataProse has the ability to include return mail processing codes if required.
- 9.2. **Return Envelopes**
 - 9.2.1. #8-5/8 window reply envelope, 20 pound white wove printed one color (black ink) plus inside security tint. (See pages A-7–A-8.)
A: DataProse will continue to furnish the return mail envelope meeting these specifications
 - 9.2.2. Bar coded for return address.
A: DataProse will continue to comply with this requirement.

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9.3. Bulk Envelope (Mail Out)

These envelopes are used to mail bills to customers such as apartment complexes who have multiple accounts going to the same address in a single envelope.

9.3.1. 9" x 12" booklet envelope, 28# white wove. (See page A-9.).

A: DataProse will continue to furnish the outgoing mail (Bulk) envelope meeting these specifications.

9.3.2. May use mailing label or window envelope with cover page.

A: DataProse will continue to comply with this requirement.

9.3.3. Additional contents include one return envelope and one of each additional informational insert.

A: DataProse will continue to comply with this requirement.

UTILITY BILL FOLDING AND INSERTING

10.1. Fold statement to fit mail out or bulk envelope, as appropriate.

A: DataProse will continue to comply with this requirement.

10.2. Must have multiple page and selective inserting capabilities.

A: DataProse currently has multiple page and selective inserting capabilities.

10.3. Contents include statement, return envelope, and up to three additional inserts.

A: DataProse currently provides the City with the ability to insert the statement, return envelope and up to three (3) additional inserts.

OFFSET PRINTING

11.1. Inserts may be printed one-sided or two-sided, one-, two-, or four-color, and may have full bleeds. Sized as follows:

11.1.1. Small—8-1/2" x 3-1/2" (See pages A-10–A-12.)

11.1.2. Medium—8-1/2" x 5-1/2" (See pages A-13–A-14.)

11.1.3. Large—8-1/2" x 11" (See pages A-15–A-16.)

A: DataProse confirms its ability to meet these requirements.

11.2. One-, two-, or four-color imprinting may be ordered on Mail Out envelope. (See page A- 18.)

A: DataProse confirms its ability to continue providing the City with this capability.

MAILING

12.1. Daily (5 days per week).

A: DataProse confirms its ability to meet this requirement on a daily basis (5 days per week), excluding holidays.

12.2. Turnaround—data in by noon, process same business day and deliver to USPS bulk processing center.

A: DataProse will continue to meet the City's requirement in this area based upon the already established file transfer cutoff.

12.3. The City of Plano will provide a monthly postage check to be held by the contractor in a postage-on-hand account and drawn from as needed. The contractor will obtain the best possible postage rates for bulk mailing.

A: DataProse will handle postage directly with the City, and understands that the City will provide a monthly postage check as described. DataProse will provide the best possible postage rates for bulk mailing.

- 12.4. Provide a postage usage report monthly. Usage information will be utilized by the City to adjust the monthly postage check amount as needed. If at the end of the contract a credit balance is realized, the City should be reimbursed within 30 business days.

A: DataProse will continue to meet the City's postage reporting requirement.

INVOICING

- 13.1. Monthly.

A: DataProse will continue to invoice monthly as required.

- 13.2. Only invoice for work completed.

A: DataProse will continue to conform to this requirement.

- 13.3. Insert Printing should be invoiced separately from bill printing.

A: DataProse will continue to conform to this requirement.

- 13.4. Invoicing should itemize services according to proposal form.

A: DataProse will continue to conform to this requirement.

- 13.5. Specify details of special handling bills.

A: DataProse will continue to conform to specifying details of special handling bills.

- 13.6. List number of bills printed for the period.

A: DataProse invoices will continue to reflect number of statements printed for the period.

TRAINING

Contractor is required to provide training to City of Plano staff as needed to insure continuity of the process.

A: DataProse will provide training as needed to insure continuity of the process.

WARRANTY

Contractor is responsible for all costs associated with errant printing and mailing of bills due to no fault of the City.

A: DataProse will continue comply with this requirement.

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Section II – Continued

Project Implementation Plan

The general scope associated with any new project is estimated at twelve (12) weeks understanding that all requested items are returned to DataProse in the timeframe stated. Any changes to the Project Schedule will be documented and updated on your plan and provided to all parties involved.

In order to begin your implementation, the following items will be required:

- Test Data File
- Data Layout
- Client Logo
- New Client Checklist
- NCOA-Link documentation
- Mockup (if applicable)

Your Project Manager will provide you with all documentation necessary to begin development and is able to assist you with any questions you may have from the items listed above. After the completion of the initial development, you will receive samples from DataProse. You and your Project Manager will complete a series of correction and revisions as deemed necessary in order to create your desired new statement design. Once the design of the statement is complete, you will be asked to perform a Parallel Test.

For each project implemented by DataProse, you will be assigned a dedicated Account Manager to facilitate all client communication and funnel all questions or concerns. Your Account Manager will represent DataProse and will be equipped with the necessary information to complete the project. In turn, we ask that one point of contact be established at the client level to facilitate client changes, revisions and final approval for the application to be built. Although various components of the project may be assigned to specific individuals on your team, it is ultimately the main point of contact that the Account Manager will consult regarding format changes and final decisions that may arise while the project is in production.

Each project is also assigned a DataProse developer. This person is responsible for the data programming associated with your application including data mapping and bill design. The Project Manager and Developer work closely to produce your final product. The developer is the person that will be a technical resource for the development of your application in the event data specific questions arise.

It is imperative that all items be received and returned in a quick and efficient manner. Failure to return items as requested may result in a delayed live date. Your project cannot begin until a test data file, data layout and checklist are received. Your project completion date will be assessed once all components are returned and submitted for scheduling. A conference call may be needed within two weeks of project submission in order to answer questions regarding your data set by the assigned development programmer. In most cases, an initial sample of the project can be expected within two to three weeks from project submission. Again, this date is subject to change and will be defined on your project plan from the point of receipt of requested items.

There may be components of your project that will need to be assessed outside of printing and mail delivery. If this is the case, this project will receive its own timeline and requirements in order to obtain the desired product. This includes, but is not limited to NetBill Development – Online bill presentment and payments.

As with any new change, you may see a need to alter the initial sample as presented by DataProse. Your Project Manager will provide you with a Corrections and Revisions Form in order to alter the initial sample. This form is necessary to obtain your final desired project. Your preference may be to increase the font of one section, or add your website and office hours. In any case, be sure to clearly define your requested revisions to your PM and on the correction and revisions

form. We understand that it may be necessary to complete a series of corrections and revisions. As a general rule, we anticipate a maximum of three rounds of corrections and revisions.

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Project Timeline

Project Plan

Phase 1 – Project Overview and Scope Defined – Three (3) Weeks

- Schedule a project kick-off session with the City's team.
- Identify client stakeholders involved and confirm overall project scope.
- Review selected documents components and process. Identify any future changes/recommendations if applicable.
- Review project input checklist (format, fonts, color, messaging, graphing, etc.).
- Following kickoff, build the project schedule and review and gain agreement on project calendar and due dates with key stakeholders.
- Weekly, documented updates will be provided by the DataProse Project Manager assigned to the implementation. These updates will detail the progress made each week as well as review responsibilities and accountability of each stakeholder. Updates will also identify any potential risks to project completion.

Project Development

Phase 2 – Application Development – Six (6) Weeks

- Working collaboratively with the City's team, create/review layouts, present, refine, and gain final approval (sign-off) regarding offset materials if applicable.
- Working collaboratively with the City, design technical specs, map/code test data, and gain final approval on data map. Included in this segment – scan line testing and preliminary approval of lock box processor.

Project Execution

Phase 3 – The City and DataProse Staff work together to finalize the project. Estimated time is three (3) weeks.

- Custom stock ordered and received if applicable.
- Postage deposit received or verified with USPS.
- Create "live samples", present, and gain approval. Lock box approves remit samples.
- Schedule parallel production and confirm cycle schedule with the City.
- Train client contact(s) on DPAuto – your online dashboard for process management, available 24/7 from any internet-connected computer. Includes
 - FTP Process, Archive, Job Tracking, Proofing and Custom Message Management.
- Receive final sign off to proceed.

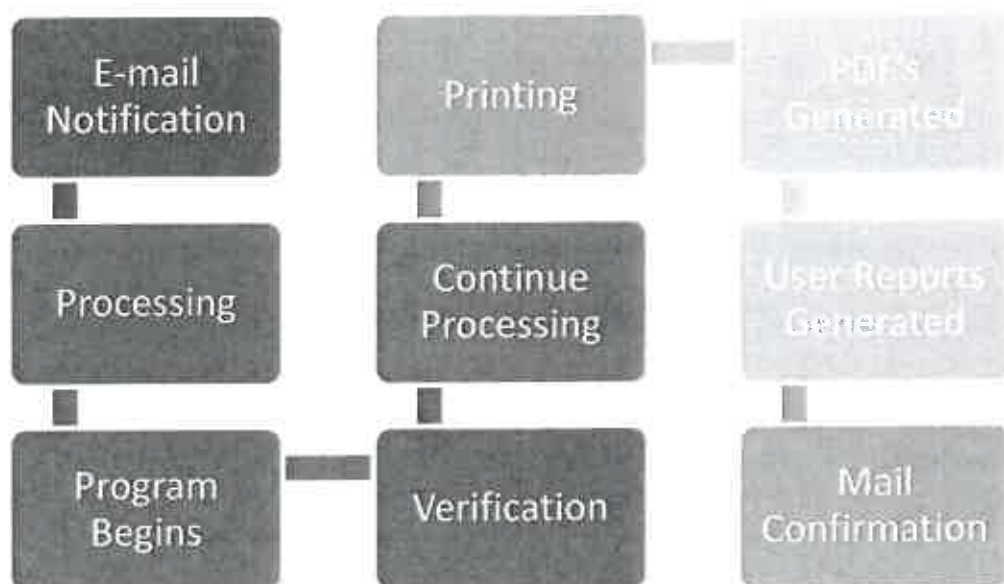
Project LIVE

Final Phase -- LIVE Production Run

In Production...

All programs implemented by DataProse have been automated to the fullest extent possible. Upon the receipt of your data, the following process will automatically begin:

- ✓ An email notification will be sent to key DataProse individuals responsible for your application
- ✓ Your data file(s) will be transmitted to the appropriate location for processing.
- ✓ The program will begin
- ✓ We will perform predefined verification steps (Developed application by application)
- ✓ Once your files have been automatically verified for accuracy, the processing will continue.
- ✓ Print files will be prepared
- ✓ PDF files will be generated
- ✓ Electronic data will be downloaded for presentation on the internet
- ✓ Upon completion of the processing, you will be emailed a processing report (usually within 4 hours of receiving your files)
- ✓ And at the time your bills have been delivered to the USPS, you will receive a 2nd confirmation of delivery (Usually within 4 hours of mail delivery)



It is only out of our continually changing efforts to meet our client needs that we have purposely added several manual steps for verification in order to ensure that the proper attention is given to the accurate and current insert and insert weight verification and processing verification.

DataProse Production Flowchart

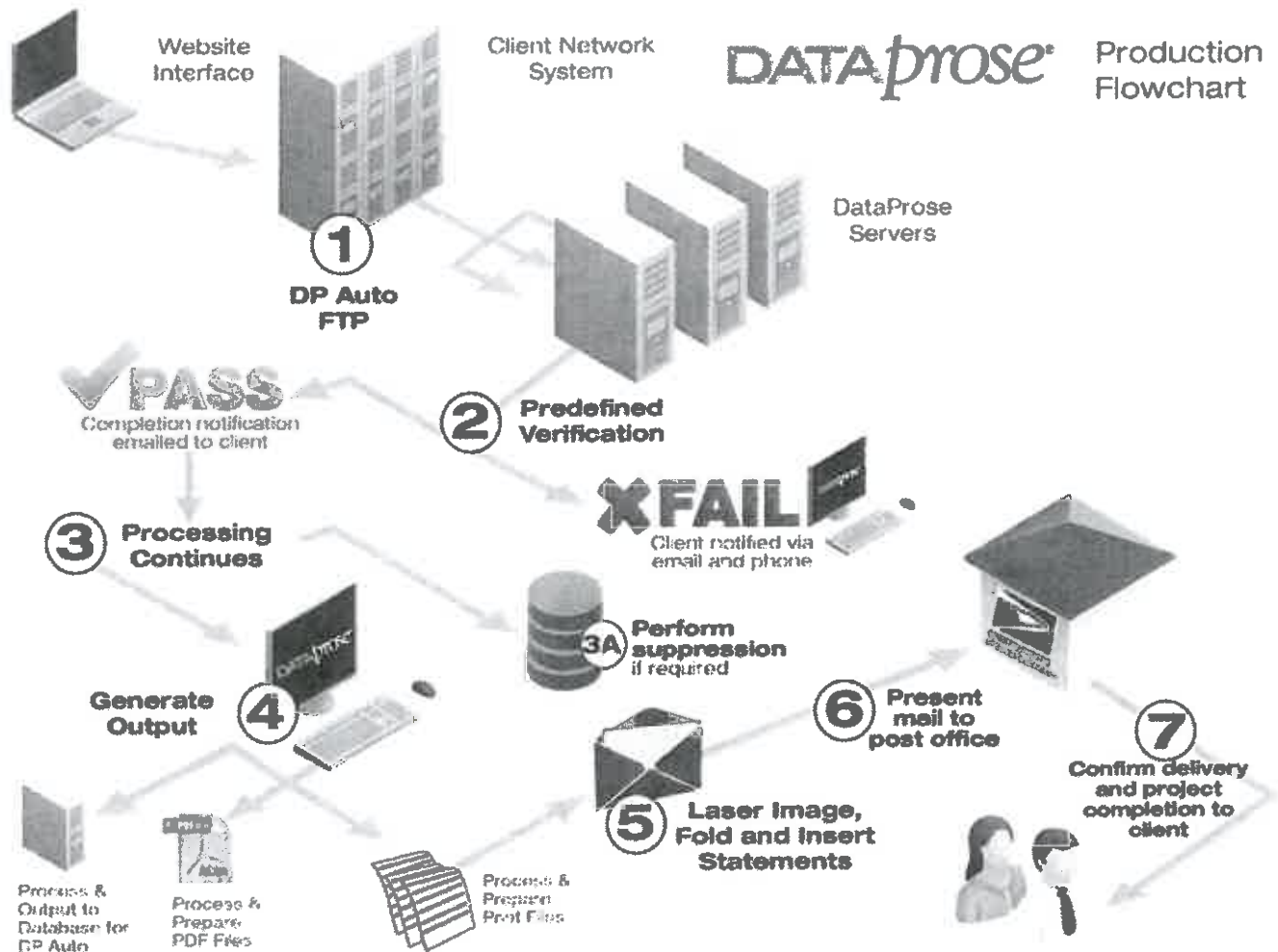
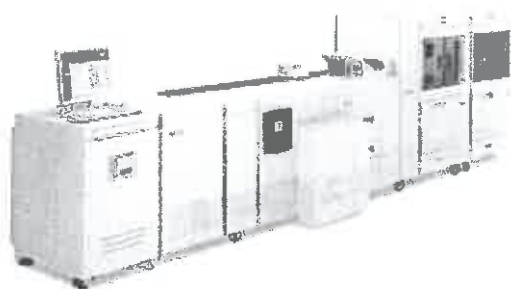


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Variable Data/Highlight Color Laser Printing – Coppell, TX Production

DataProse employs the most advanced Xerox Highlight Color Laser Printers with the ability to print simplex or duplex statements in crisp 600x600 resolution!



Currently, DataProse has five (5) Xerox DT180's to print statements at a rate of up to 10,000 pieces per hour.

Availability: Instantaneous

DataProse utilizes a Xerox iGen 4 to print inserts.

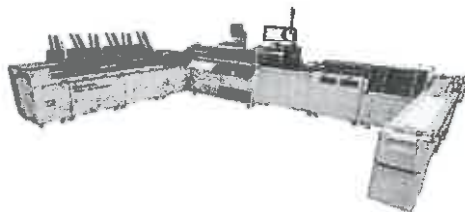


Mailing – Finishing – Coppell TX Production

DataProse utilizes Bell & Howell and Pitney Bowes inserting equipment which can produce a wide variety of statements. Using bar-coding techniques that keep each run in order.

100% output verification is becoming the standard of service for all intelligent mail applications. Document Reliability System (DRS) delivers better service to your customers through automated mail piece verification.

DRS utilizes an innovative camera system to read and report each document as it is processed, providing correct sequence assurance, and producing a full audit trail verifying each envelope's completion. The system allows us to quickly identify and fix any doubles, missing documents, or insertion errors mid-stream without compromising the production process or audit trail.



Currently, DataProse has six (6) Pitney-Bowes Mailstream Evolution Inserting System 12's for inserting and finishing at a rate of up to 12,000 pieces per hour.

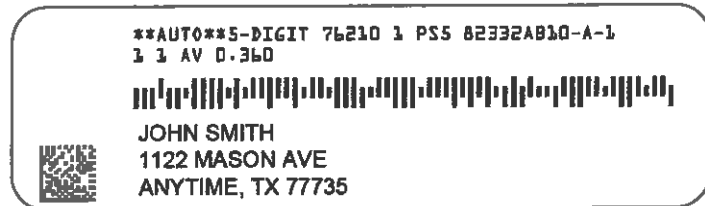
Availability: Instantaneous

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Automated Document Factory / Inserting Integrity

DataProse utilizes a camera verification system to track and verify document specific data to ensure the integrity of each mail piece. The camera captures images of the mail pieces (address window) as they travel through the inserting process in a predefined sequence. The images are transmitted to our system and OCR software reads the barcodes to spot any breaks in the sequence or document specific information. The information that we check and verify includes:

- Envelope Id
- Print Id
- First Page Indicator
- Envelope Sequence Id
- Component Id
- Job Id
- Address Type Id
- Client Id
- Custom Stock



Preprocessing to Maximize Postage Savings

To insure the highest postage discounts while guaranteeing the accuracy of the addresses and zip codes supplied by you, DataProse will:

- Utilize our software to verify valid addresses from the client's data
- Create a data stream for documents with missing zip codes or bad addresses
- Sort data into mail streams required by the USPS for postage discounts
- Add and verify Zip+4 Post-Net barcode to all addresses to aid presorting, if necessary

Quality Assurance – Guaranteed Performance

The success of an alliance with DataProse would be based on a consistent level of excellence in ongoing service dependability. Equally important is the assurance of long-excellence in customer service responsiveness, problem solving, and solutions.

DataProse has in place measures to ensure:

- Quality control
- Availability and uninterrupted work flow
- On-time delivery
- Pricing and contract adherence
- Corporate identity and specification adherence
- Strict data security and confidentiality
- Customer service responsiveness
- Accurate and verifiable billing and cost allocation
- Accurate history and usage reports



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After-Hours Support & Escalation

DataProse after-hours support guarantee defined below:

<u>STANDARD PRODUCTION REQUESTS:</u>	<u>URGENT PRODUCTION REQUESTS:</u>	<u>AFTER-HOURS PRODUCTION REQUESTS:</u>
Contact your assigned Account Manager Escalation Contact – your Strategic Account Manager Secondary Escalation – Client Relations Manager	Email – <u>DPList-FirstResponseTeam@dataprose.com</u> Phone – 972.462.5411 Escalation Contact – your Strategic Account Manager Secondary Escalation – Client Relations Manager	Email – <u>DPList-FirstResponseTeam@dataprose.com</u> Phone – 972.462.5411 IF NO RESPONSE IN 30 MINS, Call After-Hours HOTLINE 888.856.3185

HIPAA

DataProse has established a dedicated team whose focus is to ensure that every aspect of our business is in compliance with the applicable legislation and its required effective dates. Our continuing goal is ongoing interpretation of the HIPAA regulations and their applicability to the DataProse printing's operations.



SSAE 16

Under our SSAE 16 Compliance, all process are certified to Guarantee 100% delivery.

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An Overview of the DataProse Quality Control Process:

Quality is at the forefront of the DataProse business model. DataProse will provide quarterly, bi-annual or annual account reviews depending on the client's business needs, which allow DataProse to gauge the satisfaction level of our customers. A typical meeting will address any processing issues and establish planning for product enhancements, document changes or quality control procedures. In addition, we expect open communication and encourage our clients to keep regular contact. Ultimately, the measure of value is left to our customers. With the extremely high contract renewal rate that DataProse has sustained, we have confirmed that our services add value to our clients and are high quality.

DataProse feels the key to a successful vendor customer relationship is matching resources. Having key resources in place that understands the client and their business needs will ensure continued success. DataProse will match resources at the operational level for daily activity, as well as at the executive level for primary decision-making, strategy and key development tasks.

Our ADF (Automated Document Factory) utilizes a Problem Fault Management system called ITSM (IR "Incident Report" System). Each problem, or IR, is tracked as a ticket using an internal computer program. Tickets are entered, updated and closed within this system, allowing users to trace the IR from the reporting of the problem to its closure. Clients are given ticket information, including the ticket number, so that they can call their Account Manager for information regarding a ticket's status.

DataProse's mindset of "zero defects" is the high standard to which DataProse holds itself. The zero defects philosophy encourages everyone to accept no mistakes, delays or rework as a business practice, but rather to learn from the mistakes, set an obtainable goal, develop a plan to reach that goal, and then raise the goal. As employees utilize their quality training, the results have proven to be beneficial to both the employee and more importantly - to the customer. At our Production Centers, quality issues are tracked on a weekly basis and evaluated by management.

DataProse has constructed the Production Centers to have key checkpoints throughout the facilities where each job is scanned and the data is automatically integrated into a database that is available to our customers 24x7. Automated Document Factory (ADF) has been installed and is an internal platform that provides the ability to track mail to the piece level versus job level, presenting greater quality and mail piece integrity for our clients. ADF provides an enhanced level of tracking for documents and related materials for our customers, improving quality of products produced and operational efficiencies.

DataProse also employs both manual and automate checks to facilitate our total quality management as well. First there are several manual checks where a print operator may stop and review the output for errors, streaks, alignment, etc. The insert operators also pauses production to review output like checking for sealed envelopes. We use in house engineers to do regular machine maintenance. We also employ software and hardware audits to ensure quality. For example, there is software running on each inserter that tracks the total number of documents in addition to cameras scanning the documents as they process. It's this combination of human, machine and software, each auditing each other, that provides the highest quality.

Along with manual and automated cross checks by production managers and supervisors, our facilities utilize a report known as the "JOBS IN PROGRESS" report. This production related report allows management a physical check-off for all jobs residing within our production centers and aids in maintaining our high quality standards.

DataProse also utilizes a unique feature known as "storyboards", which follows each and every job throughout the facility and is a physical reporting tool used to ensure quality processing for all customers. The storyboard contains specific information related to the job such as SLAs, time stamps, quantities, materials, visual references for production personnel, and customer information. During each phase of the job, it is scanned into the database and the personnel or operator is required to initial the physical storyboard.

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DataProse Quality Control Process cont'd:

In summary, the zero defects philosophy encourages everyone to accept no mistakes, delays or rework as a business practice, but rather to learn from the mistakes, set an obtainable goal, develop a plan to reach that goal and then raise the goal. As employees utilize their quality training, the results have proven to be beneficial to both the employee and more importantly - to the customer.

Data Security & Business Continuity Plan

DataProse is HIPPA, PCI and SSAE 16 Compliant

DataProse e-bill delivery and on-line payment solutions migrate through our system of networks that are PCI Level 1 compliant. Allowing DataProse to handle your e-bill delivery and/or payments keeps you from having to be PCI Compliant and thus reducing your liability.



1. Business Continuity Planning Strategy

Business Continuity Planning (BCP) aims to prevent or minimize damage from disruptions in operations.

DataProse Business Continuity Plans are intended to:

- Prevent a minor incident from becoming a major issue
- Clearly outline roles and responsibilities
- Minimize loss of data and revenue
- Protect the DataProse reputation
- Satisfy the DataProse obligations to its employees, customers, and community
- Comply with applicable laws and regulations

2. DataProse Business Continuity Policy

It is the policy of DataProse that plans are developed and maintained to ensure adequate continuity in the event of a disaster. DataProse business continuity plans are designed to protect the interest of our customers, and employees.

3. Assumptions

- a) Not all incidents or events will lead to a disaster declaration. The declaration of a disaster will be reserved for major system and/or infrastructure failures (network, facility or computer hardware/software) where initiation of BCP recovery procedures is required.
- b) BCP Plans and recovery procedures are developed around a single disaster or event impacting the DataProse business-critical functions.
- c) Alternate sites/vendors/resources will be available to DataProse at the time of need.
- d) Qualified personnel in sufficient quantities are available to perform recovery activities.
- e) Organizations external to DataProse, such as vendors and government agencies will be reasonably cooperative during the recovery period.

4. Recovery Sites

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Our DataProse business continuity strategy integrates alternate DataProse facilities (Coppell, TX, Buffalo Grove, IL and Oxnard, CA) and 3rd Party Alternate Work Site Agreements.

5. Recovery Strategy

Recovery facilities are stand-alone production facilities encompassing statement production, warehousing and administrative departments. All plans are developed so that work can be moved from facility to facility and in this way serve to back one another up.

Business Continuity Plans are consistent with the following steps:

Declaration:

- DataProse will communicate to all customers that a disaster has been declared and that DataProse is operating in disaster recovery mode.
- DataProse will be responsible for vendor notification - obtaining additional forms and materials for transport to the alternate processing facilities.
- All statements from the impacted facility will be transferred and processed through one of the alternate processing facilities where printing, inserting and mailing functions will take place.

Data Transmission:

- Upon a disaster declaration by DataProse, customers will not need to make any change to their statement file transmission method. Customers with dedicated circuits would have to provide statement data via tape or over the internet. (DataProse will provide assistance to those customers wishing to use the internet to ensure connectivity).

Printing:

- Printing will be performed by the alternate processing facilities or the third party print and mail vendor.
- DataProse will attempt to use all available custom forms; however, we may elect to use plain white forms without logos to ensure mail is processed in as timely a manner as possible.
- DataProse will make every attempt in a disaster to print utilizing the same type/model of printers as used in non-disaster situations but may elect not to provide highlight color or full business color as an option.

Inserting:

- Inserting will be performed by the alternate processing facilities or the third party print and mail vendor.
- Custom inserts will not be included as part of the inserting process. Dynamically created inserts can be included. The decision to include/not to include inserts will be reviewed as the resumption process continues.
- DataProse will continue to handle and be responsible for special handling needs - processing holds, etc.
- Generic carrier and remit envelopes will be used at the onset of the disaster declaration. The decision to include/not to include custom carrier and remit envelopes will be reviewed as the resumption process continues.

Zip Sorting:

- DataProse will continue to process mail pieces in zip code order for presentment to the USPS to ensure the best Postal rate is achieved.
- DataProse will provide a report of volume for work processed each day.

Production Services:

- DataProse will continue to perform job reconciliation and postage payment functions.
- DataProse will continue to perform reprint capabilities.

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Warehousing:

- All incoming, receiving, and warehousing functions will be performed by the alternate processing facilities or the third party print and mail vendor.

6. Client Communications

As part of a comprehensive communications plan that outlines the management, escalation and communication processes during a disaster situation, the facility general manager will coordinate communications to its internal customers. Working together and in accordance with the overall business continuity plans, communications will share information and/or impacts with clients as timely as is possible.

DPAuto – Your Secure Customer Portal 24/7

DPAuto

DPAuto is our 24/7 printing and mailing Secure Customer Portal service. You send your data files to the DataProse Secure DPAuto Internet site. The billing documents are printed, inserted, and mailed within one business day of receiving your data or same day if specified. DPAuto provides a full menu of processing tracking, cost and CASS/NCOA reports. In addition, you may proof documents and add messages to your documents through DPAuto.

DPAuto – Job Processing at your finger tips:

Secure Access:

Comprehensive Reporting

Report

Show 11 entries

Search

Job Number	Description	Mail Pieces	Started	Progress	Mail Date
98753AC13	Slideshow	1574	Oct 13 2015 04:18 PM	100%	Oct 14 2015 05:34 AM
Detailed Status by Mailing Group as of 10/14/2015 2:34:12 PM					
Group	Pieces	UP	Images	100%	100%
1A	1574				
1B	1				
1C	1				

Reports

- User Reports: CCA bar list
- User Reports: Mailing Summary.pdf
- MU Output dat
- MU OutputSummary.pdf
- MU Summary.pdf

Reports

DataProse provides a wide range and types of reporting for client reconciliation for each job/project submitted for production. The most important report that most easily details the breakdown of records received and processed is the "DPSYS Report". This report is presented in a PDF format and is available immediately after processing is complete. Although this is the only report that has been included in the RFP response, there are many others available after processing that provide additional detail.

- DPSYS Report – PDF (Appendix C)
- MU Output Summary Report – PDF (Move Update)
- MU Output Report – DAT (Move Update)
- MU Summary – PDF
- Client Reports – TXT (invalid address report)

07/10/2014

MOVE UPDATE Summary Output

Page - 1 of 3

Client: Sample Companies		Client/App Code: CCA	
Description: Statements		Project #: 98753AC13	
Date / Time Processed: 10/13/15 16:18			
Old Address Information (Changed From)		Updated Address Information (Changed To)	
1 - Acc# - 12-3456789			
JAMES SAMPLE 123 E REPUBLICAN ST PEORIA IL 61603	Effective Date - 201505 USPS Barcode 616031234567 Carrier Route: C042	Move Type - I JAMES SAMPLE 1234 W DAKTUE DR PEORIA IL 61604-0000	Match Flag - A USPS Barcode 616041234567 Carrier Route: C065
2 - Acc# - 98-7654321			
SALLY SAMPLE 2432 ROBERTS RD NEW BRF, NH 02576	Effective Date - 201511 USPS Barcode 025760243210 Carrier Route: R001	Move Type - F SALLY SAMPLE PO BOX 000 NORTH BERTYIA 02577-0000	Match Flag - A USPS Barcode 025770000000 Carrier Route: B003

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Manage your statement messaging:



The Message Manager tool is found inside the DPAuto Client Portal. It allows DataProse customers to create ad hoc messages that will appear in a message field on the bill itself. Customers can determine if messages appear in a complete bill cycle group or a subset of the bill cycle group. The typical size of the message can be up to 500 characters. Graphics can also be added with the message. DataProse Account Managers assist our customers at no cost regarding the graphic requirements for bill messaging.

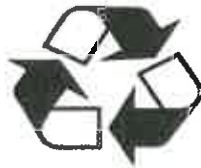
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Section III – Added Value

- 16.1 Preference will be given to companies providing high-quality in-house insert printing.
A: DataProse will continue to comply with this requirement. Our in-house iGen 4 provides excellent output quality for inserts. For certain large runs or specialized paper, DataProse utilizes trusted printers in the Dallas Metro Area.
- 16.2 Provide occasional courier service for special delivery and pick up requests.
A: DataProse will continue to comply with this requirement
- 16.3 The City of Plano encourages offerors to provide Environmentally Preferable Products. Options of interest include:
16.3.1. Vegetable-based and recycled (filtered) inks; avoid inks containing heavy metals
16.3.2. Papers and envelopes made with post-consumer fiber and other environmentally preferable paper fibers.
16.3.3. Processed chlorine-free papers.
A: DataProse will continue to comply with this requirement. All materials that DataProse utilizes for the City of Plano are chlorine free. All inserts utilize soy or vegetable based inks and all papers used are SFI Certified.



Additional Added Value Options:

PRODUCT OVERVIEW: DP eBill

DataProse provides several different electronic delivery products. These product offerings provide email delivery of either a link to the bill payer's bill or attachment of a PDF (with or without security options). The email itself is delivered in HTML format and can be customized to include graphical content and variable data. The core product is intended to be one email template per application, but multiple templates may be set up at the fee structure defined below. This product offering does not include any Electronic Bill Presentment/Payment (EBPP) functionality, although the option is available. There is a robust reporting module in support of all documents delivered electronically. This reporting includes information such as, when the documents are delivered, which email messages were returned as undeliverable, which email documents were opened, and more.

PRODUCT FEATURES:

DP-eBill Lite – Email delivery with a link back to the original bill-payer invoice. This link and the source document are stored by DataProse and is made available seamlessly to the bill-payer.

DP-eBill Gold – Email delivery of a PDF attachment of the original bill-payer invoice. The bill-payer can open the PDF invoice without requiring any password. This product is useful for clients having bills/invoices that contain no personally identifiable information.

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DP-eBill Secure – Email delivery of a PDF attachment of the original bill-payer invoice – the PDF will have security applied to it in which the bill-payer is required to enter a password to open the document. This security will be determined and configured by business rules defined by the client and DataProse. This product is useful for clients having bills/invoices containing personally identifiable information and/or where the client simply has requirements for this type of security.

Standard Features

All reporting (described above) is standard with all DP-eBill Products.

OPTIONS:

Custom pricing can be negotiated, depending on the amount, complexity, # of templates, or customization to each email templates.

PRODUCT IMPLEMENTATION TIMING

Standard implementation time for one email template into the DataProse normal process is 2-3 weeks. Each additional email template can be added in the same 2-3 week time frame.

PRODUCT PRICING:

Description	Frequency	Fee	Frequency
Implementation (includes one email template) and Initial Setup ¹		Waived	One Time
Annual License/Subscription Fee		\$1,500.00	Annually ²
Additional Email Template Setup		\$250.00	Per Email Template
Standard Email Transaction		\$0.050	Per Email
Email Transaction with Attachment – PDF		\$0.07	Per Email
Email Transaction with Secure Attachment – Password Protected PDF		\$0.10	Per Email

Setup Fee will be invoiced and due prior to the completion of the project as set forth in a mutually agreed upon Statement of Work Annual Fee will be invoiced every year, after the initial year of service, on the first day of the calendar month which the initial services were implemented.

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PRODUCT OVERVIEW: DP Return Mail Solution

FACTS

- FIRST CLASS RETURNED MAIL IS GROWING AS A % OF OUTBOUND MAIL
- 76% OF ALL RETURNED MAIL HAS TO DO WITH MOVERS
- MOST COMPANIES LOSE MILLIONS OF DOLLARS ANNUALLY DUE TO THE ISSUE

What is RMS?

Returned Mail Solutions (RMS) is an integrated suite of post-mail solutions, that efficiently manages all workflow, data and Customer contact issues associated with undeliverable mail and bad addresses.

Why should I be interested?

The solution provides the following benefits to any organization that mails First Class documents B2B and B2C. This is why every Company should utilize RMS:

- Provides operations savings and cash flow improvements better than market – including internal operations and outsourced handling of Customer accounts
- Automatically turns paper to data, updates Host(s) with new Customer data
- Easily integrated solution with 30 day implementation, in-house or outsourced
- Minimal staff required for implementing

How do you differ from NCOA?

NCOA is the National Change of Address database, administered by the USPS. Approximately 50% of Consumers and Businesses complete Address Changes with the USPS. RMS is a fully integrated paper and data workflow solution, including proprietary software and technologies, that more efficiently manages physical returned mail and the required resolution of address issues. NCOA is a database that resolves a small percent of the overall issue. RMS is completely different than NCOA.

How much can I expect to save?

While every Customer has different outcomes based on their individual issue, average annual net savings for implementing RMS is \$500,000+.

How fast can I start?

RMS is live within 30 days of requirements. There is no need to wait months or years while you are working on other mailing and data changes. Savings begin day one, and the solution is fully migratable as your systems, documents and platforms change.

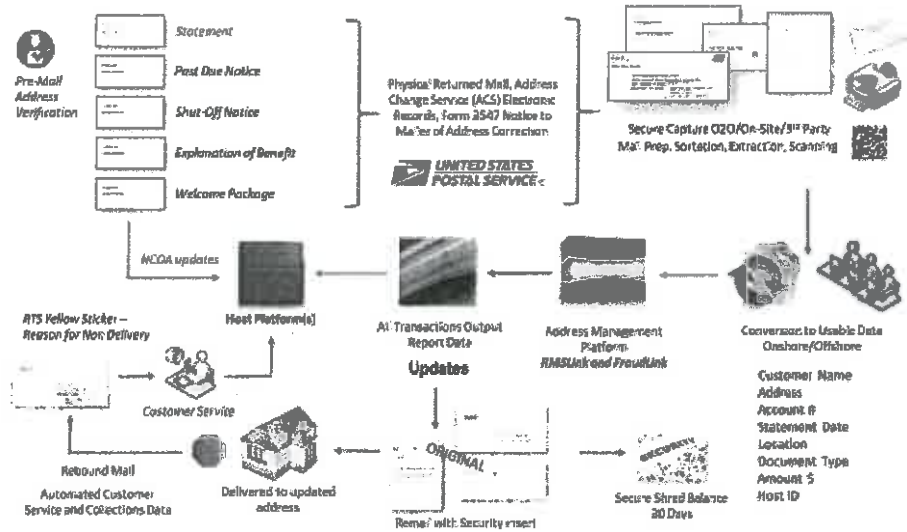
RMS Credentials

The original enterprise workflow process was developed in 2002 and has been providing the solution to B2C and B2B Customers since 2006.

- Manage 300,000 – 1,000,000 physical returned First Class Mail Pieces monthly
- Have managed and resolved in excess of \$1.2 Billion in customer AR
- Validated as the most comprehensive solution in the US for the issue

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Basic Workflow



DataProse will be providing technology for managing workflow, processing and reporting for mail that is undeliverable as addressed, as outlined below:

CAPTURE

- Customer changes return address to SERVICE PROVIDER
UNDELIVERABLE MAIL ONLY
417 BRIDGE ST #00000 (Customer Number supplied by SERVICE PROVIDER)
DANVILLE VA 24541-1403
- Upon daily entry, sort mail into multiple batch types based on:
 - Statements [ADD IN ANY OTHER DOCUMENTS HERE]
 - Correspondence – exception mail
 - Payments – exception mail

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- Bar coded mail pieces
 - Bar coded mail pieces will be scanned
 - Data will be extracted from each bar code scan. Bar codes will be 2D Data Matrix 10 mil and will maintain a consistent record layout. Bar codes will contain the following information:
 - Customer ID
 - Customer Name
 - Customer Primary Address
 - Customer Secondary Address
 - Customer City, State, Zip+4
 - Account Number
 - Amount Due
 - Statement Date
 - Letter Type
- Returned Mail documents are staged for Re-mail after Bar coded mail pieces are scanned

SEARCH

- Upload by batch, the secure file containing information from each Statement to SERVICE PROVIDER'S Proprietary Address Management Software RMSLink
- Drop any Duplicates with Exact Account Number Match during pre-processing, per the individual batch, and report as dropped
- Remove any destroyed or mutilated pieces which can be scanned yet not fully data captured and record and move to Unknown
- Record and provide the following reporting segments:
 - Postal Change of Address Updates
 - Proprietary Change of Address Updates
 - Duplicates
 - Suspect Updates
 - Unknown Records – includes records that could not be found through any address management update process
 - Customer Review Updates (as applicable)
 - Analysis
- A Comma Delimited feedback file containing updated information will be posted through a SFTP process for access and upload

REMAIL

- After RMSLink concludes, a re-mail file containing any updated addresses are posted for pulls from staged returned mail pieces
- A Standard Security Insert is included with the original returned mail piece, and inserted into a new outgoing mail envelope
- All original returned mail not re-mailed will be stored in secure storage for 30 days
- Secure document destruction for all non-re-mailed items after 30 days includes shredding up to 1 oz. weight per piece. Documents are commingled for destruction

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REBOUND

- Scan all bar codes from returned Re-mail envelopes, data enter yellow return-to-sender (RTS) sticker information for either forwarding service expired (FSE) address, or nixie reason for non-delivery
- Data uploaded to SERVICE PROVIDER web portal as a separate Excel Rebound File

REPORTING

- Batch files, metrics and analysis are available via the SERVICE PROVIDER web portal
- Output reporting will adhere to the SERVICE PROVIDER Standard Record Layout

EXCEPTION ITEMS

- Customer Letters and Payments are excluded from the returned mail process and treated as Exception Items. These items are not tracked, nor reported by SERVICE PROVIDER.
- Customer Letters and Payments will be shipped daily to the following address via the customer, FedEx account number, and sent 2-Day Priority

Attention: [NAME]
[STREET ADDRESS]
[CITY, STATE. ZIP]

Pricing TBD: DataProse would need to consult with the City to gauge opportunity size prior to providing a cost summary.

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Section IV – Cost

Item Response Form

Item 2016-0370-C--01-01 - Start-Up Cost: Start-Up Cost
Lot Description One time charges incurred at contract start.
Quantity 1 lump sum
Unit Price Waived
Delivery Location **City of Plano**
No Location Specified

Qty 1

Description

One-time charge for startup costs. Provide a description of all items included in this charge in the Comments to Buyer or as an attachment to your offer.

Item 2016-0370-C--02-01 - Bill Processing: Process/Print/Mail
Lot Description Bill Processing
Quantity 1015345 each
Unit Price \$0.094
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086-0358
Qty 1015345

Description

Cost for each bill to process data, create PDF, print, collate, fold, insert, seal, mail, and perform all other services specified. This unit price includes archiving fee and inserting fee for up to 3 additional inserts monthly

Item 2016-0370-C--03-01 - Insert Printing--Uncoated Paper: Small, 1C, 1 - sided
Lot Description Insert Printing--Uncoated Paper
Quantity 82 thousand
Unit Price \$0.00975 **Price per M** \$9.75
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086 -0358
Qty 82

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Description

8.5 x 3.5 Printed 82,000 per lot, 1/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item	2016-0370-C--03-02 - Insert Printing--Uncoated Paper: Small, 1C, 2 -sided		
Lot Description	Insert Printing--Uncoated Paper		
Quantity	82 thousand		
Unit Price	<u>\$0.01103</u>	Price per M	<u>\$11.03</u>
Delivery Location	City of Plano		
	<u>No Location Specified</u>		
	N/A		
	Plano TX 75086 -0358		
	Qty 82		

Description

8.5 x 3.5 Printed 82,000 per lot, 1/1 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item	2016-0370-C--03-03 - Insert Printing--Uncoated Paper: Medium, 1C, 1-sided		
Lot Description	Insert Printing--Uncoated Paper		
Quantity	82 thousand		
Unit Price	<u>\$0.01380</u>	Price per M	<u>\$13.80</u>
Delivery Location	City of Plano		
	<u>No Location Specified</u>		
	N/A		
	Plano TX 75086 -0358		
	Qty 82		

Description

8.5 x 5.5 Printed 82,000 per lot, 1/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item	2016-0370-C--03-04 - Insert Printing--Uncoated Paper: Medium, 1C, 2-sided		
Lot Description	Insert Printing--Uncoated Paper		
Quantity	82 thousand		
Unit Price	<u>\$0.01743</u>	Price per M	<u>\$17.43</u>
Delivery Location	City of Plano		

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No Location Specified

N/A

Plano TX 75086 -0358

Qty 82

Description

8.5 x 5.5 Printed 82,000 per lot, 1/1 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C--03-05 - Insert Printing--Uncoated Paper: Large, 1C, 1 - sided**

Lot Description **Insert Printing--Uncoated Paper**

Quantity **82 thousand**

Unit Price **\$0.02317** Price per M **\$23.17**

Delivery Location **City of Plano**

No Location Specified

N/A

Plano TX 75086 -0358

Qty 82

Description

8.5 x 11 Printed 82,000 per lot, 1/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C--03-06 - Insert Printing--Uncoated Paper: Large, 1C, 2 - sided**

Lot Description **Insert Printing--Uncoated Paper**

Quantity **82 thousand**

Unit Price **\$0.02585** Price per M **\$25.85**

Delivery Location **City of Plano**

No Location Specified

N/A

Plano TX 75086 -0358

Qty 82

Description

8.5 x 11 Printed 82,000 per lot, 1/1 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C--03-07 - Insert Printing--Uncoated Paper: Small, 2C, 1 - sided**

Lot Description **Insert Printing--Uncoated Paper**

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Quantity 82 thousand
Unit Price \$0.0125 **Price per M** \$12.50
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086 -0358
Qty 82

Description

8.5 x 3.5 Printed 82,000 per lot, 2/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item 2016-0370-C--03-08 - Insert Printing--Uncoated Paper: Small, 2C, 2 - sided
Lot Description Insert Printing--Uncoated Paper
Quantity 82 thousand
Unit Price \$0.0145 **Price per M** \$14.50
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086 -0358
Qty 82

Description

8.5 x 3.5 Printed 82,000 per lot, 2/2 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item 2016-0370-C--03-09 - Insert Printing--Uncoated Paper: Medium, 2C, 1-sided
Lot Description Insert Printing--Uncoated Paper
Quantity 82 thousand
Unit Price \$0.0176 **Price per M** \$17.60
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086 -0358
Qty 82

Description

8.5 x 5.5 Printed 82,000 per lot, 2/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

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Item **2016-0370-C--03-10 - Insert Printing--Uncoated Paper: Medium, 2C, 2-sided**
Lot Description **Insert Printing--Uncoated Paper**
Quantity **82 thousand**
Unit Price **\$0.0216** Price per M **\$21.60**
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086 -0358
Qty 82

Description

8.5 x 5.5 Printed 82,000 per lot, 2/2 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C--03-11 - Insert Printing--Uncoated Paper: Large, 2C, 1 - sided**
Lot Description **Insert Printing--Uncoated Paper**
Quantity **82 thousand**
Unit Price **\$0.0270** Price per M **\$27.00**
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086 -0358
Qty 82

Description

8.5 x 11 Printed 82,000 per lot, 2/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C--03-12 - Insert Printing--Uncoated Paper: Large, 2C, 2 - sided**
Lot Description **Insert Printing--Uncoated Paper**
Quantity **82 thousand**
Unit Price **\$0.0316** Price per M **\$31.60**
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086 -0358
Qty 82

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Description

8.5 x 11 Printed 82,000 per lot, 2/2 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C--03-13 - Insert Printing--Uncoated Paper: Small, 4C, 1 - sided**
Lot Description **Insert Printing--Uncoated Paper**
Quantity **164 thousand**
Unit Price **\$0.0156** Price per M **\$15.60**
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086 -0358
Qty 164

Description

8.5 x 3.5 Printed 82,000 per lot, 4/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C--03-14 - Insert Printing--Uncoated Paper: Small, 4C, 2 - sided**
Lot Description **Insert Printing--Uncoated Paper**
Quantity **410 thousand**
Unit Price **\$0.0173** Price per M **\$17.30**
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086 -0358
Qty 410

Description

8.5 x 3.5 Printed 82,000 per lot, 4/4 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C--03-15 - Insert Printing--Uncoated Paper: Medium, 4C, 1-sided**
Lot Description **Insert Printing--Uncoated Paper**
Quantity **82 thousand**
Unit Price **\$0.0206** Price per M **\$20.60**
Delivery Location **City of Plano**
No Location Specified

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N/A

Plano TX 75086 -0358

Qty 82

Description

8.5 x 5.5 Printed 82,000 per lot, 4/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item 2016-0370-C--03-16 - Insert Printing--Uncoated Paper: Medium, 4C, 2-sided
Lot Description Insert Printing--Uncoated Paper
Quantity 164 thousand
Unit Price \$0.0244 Price per M \$24.40

Delivery Location City of Plano
No Location Specified
N/A
Plano TX 75086 -0358
Qty 164

Description

8.5 x 5.5 Printed 82,000 per lot, 4/4 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item 2016-0370-C--03-17 - Insert Printing--Uncoated Paper: Large, 4C, 1 - sided
Lot Description Insert Printing--Uncoated Paper
Quantity 82 thousand
Unit Price \$0.0297 Price per M \$29.70

Delivery Location City of Plano
No Location Specified
N/A
Plano TX 75086 -0358
Qty 82

Description

8.5 x 11 Printed 82,000 per lot, 4/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item 2016-0370-C--03-18 - Insert Printing--Uncoated Paper: Large, 4C, 2 - sided

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Lot Description **Insert Printing--Uncoated Paper**
Quantity **574 thousand**
Unit Price **\$0.0338** Price per M **\$33.80**

Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086 -0358
Qty 574

Description

8.5 x 11 Printed 82,000 per lot, 4/4 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C--03-19 - Insert Printing-- Uncoated Paper: Mail Out Envelope, 1C**
Lot Description **Insert Printing--Uncoated Paper**
Quantity **328 thousand**
Unit Price **\$0.0073** Price per M **\$7.30**

Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086 -0358
Qty 328

Description

Mail Out Envelope, 1C

Item **2016-0370-C--03-20 - Insert Printing-- Uncoated Paper: Mail Out Envelope, 2C**
Lot Description **Insert Printing--Uncoated Paper**
Quantity **328 thousand**
Unit Price **\$0.0085** Price per M **\$8.50**

Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086 -0358
Qty 328

Description

Mail Out Envelope, 2C

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Item 2016-0370-C--03-21 - Insert Printing-- Uncoated Paper: Mail Out Envelope, 4C
Lot Description Insert Printing--Uncoated Paper
Quantity 328 thousand
Unit Price \$0.015 **Price per M** \$15.00

Delivery Location **City of Plano**
No Location Specified
 N/A
 Plano TX 75086 -0358
Qty 328

Description
 Mail Out Envelope, 4C

Item 2016-0370-C--04-01 - Insert Printing--Coated Paper: Small, 1C, 1-sided
Lot Description Insert Printing--Coated Paper-This lot will not be used in the cost evaluation.
Quantity 82 thousand
Unit Price \$0.0088 **Price per M** \$8.80

Delivery Location **City of Plano**
No Location Specified
 N/A
 Plano TX 75086 -0358
Qty 82

Description
 8.5 x 3.5 Printed 82,000 per lot, 1/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item 2016-0370-C--04-02 - Insert Printing--Coated Paper: Small, 1C, 2-sided
Lot Description Insert Printing--Coated Paper-This lot will not be used in the cost evaluation.
Quantity 82 thousand
Unit Price \$0.0100 **Price per M** \$10.00

Delivery Location **City of Plano**
No Location Specified
 N/A
 Plano TX 75086 -0358
Qty 82

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Description

8.5 x 3.5 Printed 82,000 per lot, 1/1 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-03-Insert Printing--Coated Paper: Medium, 1C,**

1-sided Lot Description **Insert Printing--Coated Paper-This lot will not be used in the**

cost evaluation. Quantity **82 thousand**

Unit Price **\$0.0138** Price per M **\$13.80**

Delivery Location **City of Plano**

No Location Specified

N/A

Plano TX 75086 -0358

Qty 82

Description

8.5 x 5.5 Printed 82,000 per lot, 1/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-04-Insert Printing--Coated Paper: Medium, 1C,**

2-sided Lot Description **Insert Printing--Coated Paper-This lot will not be used in the**

cost evaluation. Quantity **82 thousand**

Unit Price **\$0.0164** Price per M **\$16.40**

Delivery Location **City of Plano**

No Location Specified

N/A

Plano TX 75086 -0358

Qty 82

Description

8.5 x 5.5 Printed 82,000 per lot, 1/1 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-05 - Insert Printing--Coated Paper: Large, 1C, 1-sided**

Lot Description **Insert Printing--Coated Paper-This lot will not be used in the cost evaluation.**

Quantity **82 thousand**

Unit Price **\$0.0277** Price per M **\$27.70**

Delivery Location **City of Plano**

No Location Specified

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N/A

Plano TX 75086 -0358

Qty 82

Description

8.5 x 11 Printed 82,000 per lot, 1/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-06 - Insert Printing--Coated Paper: Large, 1C, 2-sided**
Lot Description **Insert Printing--Coated Paper-This lot will not be used in the cost evaluation.**
Quantity **82 thousand**
Unit Price **\$0.0317** Price per M **\$31.70**
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086 -0358
Qty 82

Description

8.5 x 11 Printed 82,000 per lot, 1/1 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-07 - Insert Printing--Coated Paper: Small, 2C, 1-sided**
Lot Description **Insert Printing--Coated Paper-This lot will not be used in the cost evaluation.**
Quantity **82 thousand**
Unit Price **\$0.0116** Price per M **\$11.60**
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086 -0358
Qty 82

Description

8.5 x 3.5 Printed 82,000 per lot, 2/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-08 - Insert Printing--Coated Paper: Small, 2C, 2-sided**
Lot Description **Insert Printing--Coated Paper-This lot will not be used in the cost evaluation.**
Quantity **82 thousand**
Unit Price **\$0.0133** Price per M **\$13.30**

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Delivery Location **City of Plano**
No Location Specified
N/A
 Plano TX 75086 -0358
Qty 82

Description

8.5 x 3.5 Printed 82,000 per lot, 2/2 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-09-Insert Printing--Coated Paper: Medium, 2C,**
1-sided Lot Description Insert Printing--Coated Paper-This lot will not be used in the
cost evaluation. Quantity 82 thousand

Unit Price **\$0.0164** **Price per M \$16.40**

Delivery Location **City of Plano**
No Location Specified
N/A
 Plano TX 75086 -0358
Qty 82

Description

8.5 x 5.5 Printed 82,000 per lot, 2/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-10-Insert Printing--Coated Paper: Medium, 2C,**
2-sided Lot Description Insert Printing--Coated Paper-This lot will not be used in the
cost evaluation. Quantity 82 thousand

Unit Price **\$0.0202** **Price per M \$20.20**

Delivery Location **City of Plano**
No Location Specified
N/A
 Plano TX 75086 -0358
Qty 82

Description

8.5 x 5.5 Printed 82,000 per lot, 2/2 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-11 - Insert Printing--Coated Paper: Large, 2C, 1-sided**

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Lot Description **Insert Printing--Coated Paper-This lot will not be used in the cost evaluation.**

Quantity **82 thousand**

Unit Price **\$0.0249** Price per M **\$24.90**

Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086 -0358
Qty 82

Description

8.5 x 11 Printed 82,000 per lot, 2/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-12 - Insert Printing--Coated Paper: Large, 2C, 2-sided**

Lot Description **Insert Printing--Coated Paper-This lot will not be used in the cost evaluation.**

Quantity **82 thousand**

Unit Price **\$0.0292** Price per M **\$29.20**

Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086 -0358
Qty 82

Description

8.5 x 11 Printed 82,000 per lot, 2/2 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-13 - Insert Printing--Coated Paper: Small, 4C, 1-sided**

Lot Description **Insert Printing--Coated Paper-This lot will not be used in the cost evaluation.**

Quantity **82 thousand**

Unit Price **\$0.0147** Price per M **\$14.70**

Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086 -0358
Qty 82

Description

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8.5 x 3.5 Printed 82,000 per lot, 4/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-14 - Insert Printing--Coated Paper: Small, 4C, 2-sided**
Lot Description **Insert Printing--Coated Paper-This lot will not be used in the cost evaluation.**
Quantity **82 thousand**
Unit Price **\$0.0162** Price per M **\$16.20**
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086 -0358
Qty 82

Description

8.5 x 3.5 Printed 82,000 per lot, 4/4 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-15-Insert Printing--Coated Paper: Medium, 4C,**
1-sided Lot Description **Insert Printing--Coated Paper-This lot will not be used in the**
cost evaluation. Quantity **82 thousand**
Unit Price **\$0.0195** Price per M **\$19.50**
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086 -0358
Qty 82

Description

8.5 x 5.5 Printed 82,000 per lot, 4/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-16-Insert Printing--Coated Paper: Medium, 4C,**
2-sided Lot Description **Insert Printing--Coated Paper-This lot will not be used in the**
cost evaluation. Quantity **82 thousand**
Unit Price **\$0.0229** Price per M **\$22.90**
Delivery Location **City of Plano**
No Location Specified
N/A

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Plano TX 75086 -0358

Qty 82

Description

8.5 x 5.5 Printed 82,000 per lot, 4/4 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item	2016-0370-C--04-17 - Insert Printing--Coated Paper: Large, 4C, 1-sided	
Lot Description	Insert Printing--Coated Paper- This lot will not be used in the cost evaluation.	
Quantity	82 thousand	
Unit Price	<u>\$0.0277</u>	Price per M <u>\$27.70</u>
Delivery Location	City of Plano	
	<u>No Location Specified</u>	
	N/A	
	Plano TX 75086 -0358	
	Qty 82	

Description

8.5 x 11 Printed 82,000 per lot, 4/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item	2016-0370-C--04-18 - Insert Printing--Coated Paper: Large, 4C, 2-sided	
Lot Description	Insert Printing--Coated Paper- This lot will not be used in the cost evaluation.	
Quantity	82 thousand	
Unit Price	<u>\$0.0317</u>	Price per M <u>\$31.70</u>
Delivery Location	City of Plano	
	<u>No Location Specified</u>	
	N/A	
	Plano TX 75086 -0358	
	Qty 82	

Description

8.5 x 11 Printed 82,000 per lot, 4/4 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Optional Charges/Services:

Additional Impressions – one color	\$0.03	Ea.
Oversized bills (8-99 pages) – includes 9 x 12 envelope	\$0.20	Ea.
Oversized bills (100+ pages) – includes box	\$4.00	Ea.
Additional programming – client requested/approved	\$125	Ea.
NCOALink (Address Correction/Update)	\$0.30	Hour

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Bill Suppression (Data Processing only)
 Offline folding
 Special Handling – Overnight + FedEx

\$0.05	Correction
\$0.005	Record
Cost	Ea.

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Section V – Samples

DataProse samples were provided to Vernie Rambo by DataProse Regional Manager Tim Zombik at Pre-Bid Conference – October 12th, 2016.

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Appendix A - Required RFP Documents

EXHIBIT B
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Completed forms shall be sent to: City of Plano Attn: City Secretary, 1520 K Avenue, Plano, TX 75074

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 178, Local Government Code, by a vendor who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the vendor meets requirements under Section 178.008(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 vendor becomes aware of facts that require the statement to be filed. See Section 178.008(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 178.008, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

DATAPROSC, LLC

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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

NONE

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 178.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

NONE



6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 178.003(a)(2)(B), excluding gifts described in Section 178.003(a-1).

7



Signature of vendor doing business with the governmental entity

10/31/16

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Supplier Response Form Vendor Acknowledgment Form

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices submitted in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions in the specifications of the Invitation for Bid/Proposal.

The following information must be filled out in its entirety for your proposal to be considered.

Company Name:

Address of Principal Place of Business:

Phone/Fax of Principal Place of Business:

Address, Phone and Fax of Majority
Owner Principal Place of Business:

E-mail Address of Representative:

DataProse, LLC

1122 W. Bethel Rd., Suite 100

Coppell, TX 75019

(972) 462-5428

1122 W. Bethel Rd., Suite 100

Coppell, TX 75019

William Murray

bmurray@dataprose.com

Authorized Representative:

Signature:

William Murray

Title:

CEO

Date:

10/31/2016

Printed Name:

William Murray

Acknowledgement of Addenda:

#1 ☒ #2 ☒ #3 ☐ #4 ☐ #5 ☐ #6 ☐

Please enter your password below and click Save to save your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more

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Supplier Response Form

1. **THESE TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY OF PLANO (CITY).**
2. **ADDITIONAL TERMS:** Notwithstanding acceptance by the City of the goods or services ordered hereby, no additional terms or conditions of vendor, whether contained within vendor's invoice or otherwise, shall be accepted by City, unless agreed upon in writing through a proposal process.
3. **CONFLICTS:** In the event the terms and conditions herein expressed conflict with the terms and conditions of any specifications issued by the City in conjunction with this purchase, the specifications shall supersede these terms and conditions to the extent of the conflict.
4. **AUTHORIZATION:** The City of Plano will not accept or pay for articles delivered or services performed without a specific written Purchase Order.
5. **CONFORMITY OF GOODS/SERVICES:** All goods to be delivered or services to be performed shall conform in every respect to the specifications issued by the City in conjunction with its solicitation of bids or proposals. In the event no such specifications were issued, the goods or services shall conform to the proposal submitted by the vendor.
6. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By acceptance of this order, in addition to the guarantees and warranties provided by law, contractor expressly guarantees and warrants as follows:
 - A. that the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the contractor will bear the cost of inspecting and/or testing articles rejected.
 - B. that the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the contractor will, at contractor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
 - C. that the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
 - D. that nothing contained herein shall exclude or effect the operation of any implied warranties otherwise arising in favor of the City.
7. **PRICING:** Unit pricing shall be in strict conformity with the bid or proposal submitted by vendor, unless a price increase is authorized by the City.
8. **PRICE ESCALATION:** price escalations may be permitted by the City of Plano during the term of the contract. All requests for price escalation shall be in written form and shall demonstrate industry-wide or regional increases in the contractor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, railroad commission rates, federal/state minimum wage laws, federal/state unemployment taxes, FICA, etc. Increases will apply only to the product(s) and/or service(s) affected by an increase in raw material, labor, or another like cost factor. The City of Plano reserves the right to accept or reject any/all price escalations.
9. **PRICE REDUCTION:** If during the life of the contract, the contractor's net prices to other customers for the same product(s) and/or service(s) are lower than the City of Plano's contracted prices, an equitable adjustment shall be made in the contract price.
10. **TAXES:** the City of Plano is exempt from federal manufacturer's excise and state sales and use tax. Tax exemption certificates will be executed by the City and furnished upon request.

11. **PACKAGING**: unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
12. **F.O.B./DAMAGE**: all orders shall be F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The City of Plano assumes no liability for goods delivered in damaged or unacceptable condition. The contractor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
13. **DELIVERY TIMES**: deliveries will be acceptable only during normal working hours at the designated location.
14. **DELIVERY PROMISE -- PENALTIES**: default in promised delivery without acceptable reasons, or failure to meet specifications, authorizes the purchasing division to purchase goods/services elsewhere, and charge any increase in cost and handling to the defaulting contractor.
15. **INSPECTION, REJECTION, AND EXCESS SHIPMENT**: In addition to other rights provided by law, the City reserves the right (a) to inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality, (b) to reject articles shipped contrary to instructions or in containers which do not meet recognized standards, and (c) to cancel the order if not filled within the time specified. The City may return rejected articles or excess shipment on this order, or may hold the articles subject to the vendor's order and at vendor's risk and expense, and may in either event charge the vendor with the cost of shipping, unpacking, inspecting, repacking, reshipping and other like expenses.
16. **INVOICES**: invoices must be submitted by the contractor to the City of Plano, Accounting Department, P.O. Box 860279, Plano, TX, 75086-0279. The City Purchase Order number must appear on all invoices, delivery memoranda, bills of lading, packing and correspondence.
17. **PAYMENT TERMS**: payment terms are net 30 unless otherwise specified by the City. Upon receipt of a properly executed invoice and verification of delivery from the consignee, payment will be processed for items or services delivered.
18. **PATENT RIGHTS**: the contractor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
19. **FUNDING**: the contractor recognizes that any contract shall commence upon the effective date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for the contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.
20. **ASSIGNMENT**: the contractor shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the purchasing division.
21. **AUDIT**: the City of Plano reserves the right to audit the records and performance of contractor during the contract and for three years thereafter.
22. **INSURANCE**: the City requires contractor to carry the minimum insurance as required by state laws and insurance requirements outlined in the bid/proposal documents.
23. **CHANGE ORDERS**: no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing by the City of Plano.
24. **INDEMNIFICATION**: contractor agrees to defend, indemnify and hold the City and its respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs and expenses for personal injury (including death), property damage, intellectual property infringement claims (including patent, copyright and trademark infringement) or other harm or violations for which recovery of damages, fines, or penalties is sought, suffered by any person or persons that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of the contract, violations of law, or by any negligent, grossly negligent,

intentional, or strictly liable act or omission of the contractor, its officers, agents, employees, invitees, subcontractors, or sub-subcontractors and their respective officers, agents, or representatives, or any other persons or entities for which the contractor is legally responsible in the performance of the contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of City, and its officers, agents, employees or separate contractors. City does not waive any governmental immunity or other defenses available to it under Texas or federal law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor, at its own expense, is expressly required to defend City against all such claims. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this agreement. Contractor shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this agreement. If contractor fails to retain counsel within the required time period, City shall have the right to retain defense counsel on its own behalf and contractor shall be liable for all costs incurred by City.

In addition to contractor's intellectual property infringement indemnification and defense requirements herein, if an infringement claim occurs, or in contractor's opinion is likely to occur, contractor shall, at its expense: (a) procure for city the right to continue using the product; (b) replace or modify the product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the product and grant city a reimbursement for the product. Contractor will proceed under subsection (c) above only if subsections (a) and (b) prove to be commercially unreasonable.

The intellectual property infringement indemnification herein applies to all products provided, supplied or sold under this agreement by contractor to City whether manufactured by contractor or a third party. Contractor represents that, to the best of its knowledge, City's use of products that are provided supplied, or sold by contractor to City as part of this agreement does not constitute an infringement of any intellectual property rights and City has the legal right to use said products. City enters into this agreement relying on this representation.

The indemnification herein survives the termination of the contract and/or dissolution of this agreement including any infringement cure provided by the contractor.

25. **TERMINATION:** the City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by the City.

26. **TERMINATION FOR DEFAULT:** the City of Plano reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contractor fails to 1) meet delivery schedules or, 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award contract to another contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.

27. **REMEDIES:** the contractor and the City of Plano agree that each party has rights, duties, and remedies available as stated in the uniform commercial code and any other available remedy, whether in law or equity.

28. **VENUE:** this agreement will be governed and constructed according to the laws of the state of Texas. This agreement is performable in Collin/Denton County, Texas. Exclusive venue shall be in Collin County, Texas.

29. **NO PROHIBITED INTEREST/COMPLIANCE WITH EQUAL RIGHTS ORDINANCE:** contractor acknowledges and represents that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor 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...."

Contractor agrees to comply with Section 2-11(F) of the City Code of Ordinances, which reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance because it is: 1) a religious organization; 2) a political organization; 3) an educational institution; 4) a branch or division of the United States government or any of its departments or agencies; 5) a branch or division of the State of Texas or any of its departments, agencies or political subdivisions; 6) a private club that is restricted to members of the club and guests and not open to the general public; 7) not an "employer" under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

30. **DELINQUENT TAXES:** section 2-2 of the City Code of Ordinances prohibits the payment of public funds to persons that owe delinquent taxes to the City of Plano. Therefore, payment to a contractor for goods or services provided to the City under contract or Purchase Order may be withheld in the event the contractor owes delinquent taxes to the City.

31. **WORKFORCE:**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while in the course and scope of delivering goods or services under a City of Plano contract on the City's property;
 use or possess a firearm, including a handgun that is licensed under state law, except as required by the terms of the contract; who hold a license to carry a handgun or who otherwise lawfully possess a firearm and ammunition may keep such items in their locked personal vehicle while parked on City Property; or use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.
- D. The immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9.

The contractor warrants that contractor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor warrants that contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

Please enter your password below and click Save to save your response.
 Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **William Murray**

Password *

Save Close

Vendor Name: DataProse, LLC ***Phone:** 972-462-5400 ***Product/Service:** Statement Output Solutions Services *

Does Product or Service?	Yes	No	Details
Contain recycled material	☐	☒	 *
Reduce energy consumption	☐	☒	 *
Certified by certification programs such as Energy Star, Green Seal, Ecologo, EPEAT, etc.	☒	☐	SFI Certified *
Reduce toxicity, including emissions	☐	☐	 *
Reduce waste	☐	☐	 *
Contain Recyclable materials	☒	☐	 *
Reduce water consumption	☐	☒	 *
Have other environmental impacts	☐	☐	 *

(Attach supporting documents if needed)

Please enter your password below and click Save to save your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for moreEXHIBIT 8
PAGE 67 OF 69

information.)

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **William Murray**

Password

Save Close

* Required fields

Supplier Response Form

INTERLOCAL AGREEMENT

Contractor agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Plano.

☒ YES ☐ NO

Please enter your password below and click Save to save your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **William Murray**

Password *

Save Close

* Required fields

CITY OF PLANO GENERAL CONTRACTUAL INSURANCE REQUIREMENTS

Vendors/Contractors performing work on City property for the City of Plano shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Vendors/Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of insurance as required herein or that the subcontractors are included under the vendors/contractor's policy. The City, at its discretion, may require a certified copy of the policies, including all relevant endorsements.

All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas, must be acceptable to the City of Plano and be placed with an insurer possessing an A-VII A. M. Best rating or better.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and higher limits of coverage or provisions depending on the nature of the work.

1. The following insurance requirements, coverage's and limits apply to most minor construction (Non-CIP), renovation, service provider, installation and maintenance services, work on City property and professional service contracts.
2. Purchases of non-hazardous commodities, equipment, materials and products from distributors and retailers do not require any specific insurance.
3. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment or property may require customized insurance requirements in addition to the general requirements listed.

Commercial General Liability Insurance—(Required for all minor construction, renovation, service provider contracts involving installation, maintenance or work on City property)

Commercial general liability insurance shall be written on an ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-complete operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability policy, including coverage for City with respect to liability arising out of the completed operations.

\$1,000,000 Limit per Occurrence/Aggregate

\$1,000,000 Limit for Personal/Advertising Injury and Products/Completed Operations

v07.19.13

EXHIBIT C
PAGE 1 OF 5

Pollution Legal Liability Insurance: If the contract requires hazardous waste removal, clean up or remediation, Pollution Legal Liability Coverage will be required with limits not less than \$3,000,000.00 per accident and \$5,000,000.00 per occurrence.

Commercial Automobile Liability—(Required for all contracts involving the use of vendor/contractor owned, non-owned or hired automobiles)

Vendor/contractor shall maintain business automobile liability insurance with a limit of not less than \$500,000 each accident or Combined Single Limit.

Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles). Vendor/contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability obtained by vendor/contractor pursuant to this section or under any applicable automobile physical damage coverage.

Workers' Compensation & Employer Liability—(Required for all vendors/contractors with employees who perform work or contract services on City property)

Vendor/contractor shall maintain workers' compensation insurance in the amounts required by appropriate state workers compensation statutes. The employer's liability limit shall not be less than \$500,000.

Vendor/contractor waives all rights against City, the City Council and its members, the City's agents, officers, directors and employees for recovery of damages under vendors/contractor's workers' compensation and employer's liability. Vendor/contractor must cause a waiver of subrogation to be effected under its workers' compensation coverage.

Sole Proprietors and companies with no employees may be exempt from this requirement.

Cyber Liability—Coverage in place naming the City of Plano, Texas, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the Cyber Liability policy, including coverage for the City with respect to liability arising out of all errors and omissions of vendor/contractor or products. Coverage shall be no less than **\$1,000,000.00 each claim and \$3,000,000.00 in the aggregate.**

Professional Liability (E&O) Insurance—(Required for all Professional Service contracts including but not limited to: architects, engineers, consultants, counselors, medical professionals, attorneys, accountants, etc.)

Professional Liability Coverage (E&O) may be written on a claims made basis but must include an extended reporting period of at least three years after contract completion.

City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the E&O policy, including coverage for City with respect to liability arising out of all errors and omissions of vendor/contractor.

A fiduciary bond in favor of the City of Plano, Texas for not less than \$2,000,000

Minimum Limit of \$1,000,000 Each Claim and \$1,000,000 Aggregate

v07.19.13

EXHIBIT C
PAGE 2 OF 5

General Requirements Applicable to All Insurance

1. The vendor/contractor shall obtain and maintain the minimum insurance coverage set forth in this section during the entire contract period.
2. The vendor/contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract.
3. Coverage shall be on a primary basis and non-contributory with any other insurance coverage and/or self-insurance carried by City.
4. Vendor/contractor is responsible for providing the City a minimum of 30 days' notice of a material change or voluntary cancellation of insurance coverage required under this contract and notice within 10 days of any notice of termination no matter the cause.

Evidence of Insurance Required

Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this contract, vendor/contractor shall furnish City a Certificate(s) of Insurance (COI) on a form approved by the Texas Department of Insurance and signed by an authorized representative of each insurer.

The COI shall List each insurer's NAIC Number or FEIN and list the City of Plano, Risk Management Division, 1520 K Avenue, Suite 117, Plano, Texas, 75074 in the Certificate Holder Section.

v07.19.13

EXHIBIT C
PAGE 3 OF 5



CERTIFICATE OF LIABILITY INSURANCE

DATAPRO-02

BATWELL

DATE (MM/DD/YYYY)

11/2/2016

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 Guaranty Insurance Services, Inc / INSURICA 2301 West Plano Parkway, Suite 108 Plano, TX 75075		CONTACT NAME: Brett Atwell PHONE (A/C, No, Ext): (469) 443-1952 FAX (A/C, No): (972) 419-5326 E-MAIL ADDRESS: Brett.Atwell@INSURICA.com	
INSURED DataProse, LLC. 1122 W. Bethel Rd. Suite 100 Coppell, TX 75019		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Valley Forge Insurance Company	
		INSURER B: Transportation Insurance Company	
		INSURER C: Continental Casualty Company	
		INSURER D: Continental Insurance Company	
		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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			4031209640	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☒ Includes Errors & Omissions						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			5092174977	12/01/2016	12/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☒ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB			4031209833	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 2,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$ 2,000,000
	☐ DED	☒ RETENTION \$ 10,000					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
D	Cyber Liability			4031209704	12/01/2016	12/01/2017	Limit/Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included as an additional insured.

CERTIFICATE HOLDER

CANCELLATION

City of Plano
 Risk Management Division
 7501 A Independent Parkway
 Plano, TX 75025

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

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 1226830

DATE (MM/DD/YYYY)

11/14/2016

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 Lockton Companies, LLC 5847 San Felipe, Suite 320 Houston, TX 77057	CONTACT NAME: 888-828-8365 PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No):														
INSURED Insperity, Inc. 19001 Crescent Springs Drive Kingwood, TX 77339 *SEE BELOW	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Indemnity Insurance Co. of North America</td> <td>43575</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Indemnity Insurance Co. of North America	43575	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	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? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	C49188948	10/1/2016	10/1/2017	X PER STATUTE ☐ 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 DATAPROSE, LLC (3181300) IS INCLUDED AS A NAMED INSURED THROUGH ENDORSEMENT.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF PLANO
RISK MANAGEMENT DIVISION
7501 A INDEPENDENT PARKWAY
PLANO, TX 75025

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

[Signature]

**AFFIDAVIT OF NO PROHIBITED INTEREST AND
COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE**

A. No Prohibited Interest

I, the undersigned, declare that I am authorized to make this statement on behalf of DATAPROSE, LLC a LIMITED LIABILITY COMPANY organized under the laws of the State of TEXAS and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of DATAPROSE, LLC is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor 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. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

B. Equal Rights Compliance

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;

EXHIBIT D
PAGE 1 OF 3

- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11 (F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following: [PLEASE CHECK BELOW, IF APPLICABLE]

- ☐ A religious organization.
- ☐ A political organization.
- ☐ An educational institution.
- ☐ A branch or division of the United States government or any of its departments or agencies.
- ☐ A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.
- ☐ A private club that is restricted to members of the club and guests and not open to the general public.
- ☐ Is not an "employer" under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT 1
PAGE 2 OF 3

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

DATAPROSE, LLC
Company Name

By:

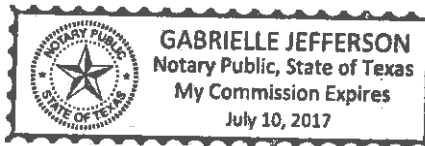
Chris Nelson
Signature

Chris Nelson
Print Name

COO
Title

12/19/16
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §



SUBSCRIBED AND SWORN TO before me this 19th day of December
2016

Gabrielle Jefferson
Notary Public, State of Texas

EXHIBIT D
PAGE 3 OF 3



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: February 20, 2017

FROM: Kay Wilkinson, Budget Officer

ITEM: Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2016, and ending on September 30, 2017, as adopted by Ordinance No. 52-16 and amended by Ordinance 70-16 for adjustments to the Stormwater Utility Fund, General Fund and Vehicle and Equipment Replacement Fund.

BACKGROUND INFORMATION: The attached budget amendment represents the second proposed adjustment of the FY 2016-2017 Annual Budget. According to Section 9.14 of the Town Charter, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures." Transfers such as these are presented to the Town Council throughout the fiscal year in an effort to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures.

This budget amendment appropriates \$17,493 from Stormwater Utility Fund, fund balance to the Public Works department. The funds will be used to armor the creek embankment with R-Rap walls along the Whisper Creek HOA walking trail. The project is immediately adjacent to the Hike and Bike Trail North of Shadow Ridge Middle School.

This budget amendment also re-appropriates \$400,553 in the General Fund and \$729,584 in the Vehicle and Equipment Replacement Fund for the timing of Fire truck purchases. The 2016 Pierce Velocity PUC Pumper Truck and 2017 Pierce Velocity PUC Pumper Truck were purchased in FY 2015-2016 but were not received by the end of the fiscal year. According to government accounting rules vehicles have to be expensed in the same year they are received.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$1,147,630

Proposed Expenditure:	Account Number(s):
\$17,493.00	230-690-94100-5110 Public Works
400,553.00	100-660-63000-6130 Fire and Emergency Services
<u>729,584.00</u>	565-450-84500-6130 Vehicle and Equipment Replacement
\$1,147,630.00	

Finance Review by: Debra Wallace, Deputy Town Manager/CFO

LEGAL REVIEW: Cara Leahy White, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the proposed ordinance as to form and legality.

ATTACHMENTS:

1. Proposed Ordinance

RECOMMENDATION: Move to approve an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2016, and ending on September 30, 2017, as adopted by Ordinance No. 52-16 and amended by Ordinance 70-16 for adjustments to the Stormwater Utility Fund, General Fund and Vehicle and Equipment Replacement Fund.

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2016, AND ENDING ON SEPTEMBER 30, 2017, AS ADOPTED BY ORDINANCE NO. 52-16 AND AMENDED BY ORDINANCE NO. 70-16, BY PROVIDING FOR ADJUSTMENTS TO THE STORMWATER UTILITY FUND, GENERAL FUND AND VEHICLE AND EQUIPMENT REPLACEMENT FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas ("Town Council") has heretofore adopted its Annual Budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017; and,

WHEREAS, said Annual Budget was adopted by Ordinance No. 52-16 on September 19, 2016; and,

WHEREAS, said Annual Budget was amended by Ordinance No. 70-16 on December 19, 2016; and,

WHEREAS, after approval of said Annual Budget, unexpected needs have arisen which require amendment of the Annual Budget; and,

WHEREAS, Section 102.010 of the Local Government Code allows the Town to make changes to the budget for municipal reasons;

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

SECTION 1

All of the above premises are hereby found to be true and correct factual and legislative determinations of the Town of Flower Mound and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017, as heretofore adopted by Ordinance No. 52-16 and amended by Ordinance No. 70-16, is hereby amended to provide for adjustments to the Stormwater Utility Fund, General Fund and Vehicle and Equipment Replacement Fund, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

SECTION 3

The expenditures and amendments authorized by this Ordinance are necessary to meet unusual and/or unforeseen conditions or circumstances that could not have been included in the original budget through the use of reasonably diligent thought and attention.

SECTION 4

A true and correct copy of this ordinance showing the approved budget amendments shall be filed with the Town Secretary and in the office of the County Clerk as required by Section 102.009 of the Local Government Code.

SECTION 5

All ordinances, orders or resolutions heretofore passed and adopted by the Town Council of the Town of Flower Mound, Texas, are hereby repealed to the extent that said ordinances, orders or resolutions, or parts thereof, are in conflict herewith.

SECTION 6

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

SECTION 7

This Ordinance shall take effect and be in full force from and after its passage and adoption.

ORDINANCE NO. _____

PAGE 3

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS 20th DAY OF
FEBRUARY, 2017.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, TOWN ATTORNEY

EXHIBIT "A"

**Town of Flower Mound
Amended Budget
Fiscal Year 2016-2017**

REASON FOR ADJUSTING THE STORMWATER UTILITY FUND APPROPRIATION:

In the Stormwater Utility Fund, expenditures will increase by \$17,493.00, from \$1,539,941.00 to \$1,557,434.00. Funds will be used by the Public Works department to armor the creek embankment at the Whisper Creek HOA walking trail with R-Rap walls.

Stormwater Utility Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Development Services	\$ 134,618.00	\$ 134,618.00	\$ 134,618.00	\$ -
Public Works	1,325,517.00	1,325,517.00	1,343,010.00	17,493.00
Environmental Services	79,806.00	79,806.00	79,806.00	-
Total	\$ 1,539,941.00	\$ 1,539,941.00	\$ 1,557,434.00	\$ 17,493.00

REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:

In the General Fund, expenditures will increase by \$400,553.00, from \$60,115,581.00 to \$60,516,134.00. Funds will be used to adjust the timing of the 2016 Pierce Velocity PUC Pumper Truck purchase.

General Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Town Manager's Office	\$ 1,296,014.00	\$ 1,693,914.00	\$ 1,693,914.00	\$ -
Legislative Services	453,170.00	453,170.00	453,170.00	-
Development Services	2,255,052.00	2,255,052.00	2,255,052.00	-
Community Services	9,292,408.00	9,367,363.00	9,367,363.00	-
Police Services	12,783,200.00	12,886,915.00	12,886,915.00	-
Financial Services	3,489,625.00	3,497,725.00	3,497,725.00	-
Administrative Services	5,404,559.00	5,779,059.00	5,779,059.00	-
Fire and Emergency Services	12,870,161.00	13,065,161.00	13,465,714.00	400,553.00
Community Relations	824,374.00	824,374.00	824,374.00	-
Non-Departmental Services	4,079,257.00	4,079,257.00	4,079,257.00	-
Public Works	4,719,115.00	4,719,115.00	4,719,115.00	-
Environmental Services	1,494,476.00	1,494,476.00	1,494,476.00	-
Total	\$ 58,961,411.00	\$ 60,115,581.00	\$ 60,516,134.00	\$ 400,553.00

ORDINANCE NO. _____

PAGE 5

**REASON FOR ADJUSTING THE VEHICLE AND EQUIPMENT REPLACEMENT FUND
APPROPRIATION:**

In the Vehicle and Equipment Replacement Fund, expenditures will increase by \$729,584.00, from \$4,030,756.00 to \$4,760,340.00. Funds will be used to adjust the timing of the 2017 Pierce Velocity PUC Pumper Truck purchase.

<u>Vehicle & Equipment Replacement Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Vehicles & Equipment	\$ 3,750,000.00	\$ 4,030,756.00	\$ 4,760,340.00	\$ 729,584.00
Total	\$ 3,750,000.00	\$ 4,030,756.00	\$ 4,760,340.00	\$ 729,584.00



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: February 20, 2017

FROM: Andy Kancel, Chief of Police

ITEM: Consider approval of the 2017 US Army Corps of Engineer (USACE) Solicitation No. W9126G-17-T-0041 for contract with the Town of Flower Mound for law enforcement services at Lake Grapevine.

BACKGROUND INFORMATION: After discussion between representatives of the USACE and Town staff, a Cooperative Agreement for this year was reached. The Cooperative Agreement will allow off-duty Police Officers to provide police services for Murrell Park at Lake Grapevine on Fridays, Saturdays, Sundays, and holidays. The additional patrol of the parks provides citizens using the park a safer environment.

The USACE Cooperative Agreement this year includes:

Period Covered	Weekend Hours	Holidays	Total Hours
Friday, May 12, 2017 through Saturday, September 9, 2017	• 8 hours on Fridays (1530-0000) • 10 hours on Saturdays (1330-0000) • 8 hours on Sundays (1330-2200)	• Memorial Day • July 4th • Labor Day	504

The USACE will reimburse the Flower Mound Police Department a total contract price of \$37,690.74, which is \$74.78 per hour.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Not sign the solicitation for contract in which case the USACE would not reimburse the Town for expense of police officer response to any incident on USACE property.

FISCAL IMPACT: N/A-all expenses reimbursed by USACE.

Proposed Expenditure:	Account Number(s):
N/A	N/A

Finance Review by: Debra Wallace, Deputy Town Manager /CFO

LEGAL REVIEW: Bryn Meredith of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the agreement as to form and legality.

ATTACHMENTS:

- 1) 2017 USACE Solicitation for Contract
- 2) 2017 USACE Contract Cost Proposal
- 3) Cover Letter from USACE

RECOMMENDATION: Move to approve the USACE Solicitation No. W9126G-17-T-0041 for Contract with the Town of Flower Mound for law enforcement services at Lake Grapevine.

ATTACHMENT #1

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30						1. REQUISITION NUMBER		PAGE 1 OF 51	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G-17-T-0060		6. SOLICITATION ISSUE DATE 27-Jan-2017	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JASON S RINEHART				b. TELEPHONE NUMBER (No Collect Calls) 817 886-1080		8. OFFER DUE DATE/LOCAL TIME 12:00 PM 27 Feb 2017	
9. ISSUED BY US ARMY ENGINEER DISTRICT, FORT WORTH ATTN: CESWF-CT 819 TAYLOR ST, ROOM 2A17 FORT WORTH TX 76102-0300 TEL: 817-886-1043 FAX: 817-886-6403		CODE W9126G		10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: _____ % FOR: ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ☐ HUBZONE SMALL BUSINESS ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) NAICS: ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A) SIZE STANDARD:					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ☐		13b. RATING 14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☒ RFP			
15. DELIVER TO GRAPEVINE PROJECT OFFICE KENNETH MYERS 110 FAIRWAY DR GRAPEVINE TX 76051 TEL: (817)865-2600 FAX: (817)865-2601		CODE 967426		16. ADMINISTERED BY CODE					
17a. CONTRACTOR/OFFEROR TELEPHONE NO. ☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		CODE FACILITY CODE 		18a. PAYMENT WILL BE MADE BY CODE 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
		SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED									
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED									
☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					☐ 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER Thomas E. Hayden Mayor			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 51
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN ☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
☐ PARTIAL ☐ FINAL				☐ COMPLETE ☐ PARTIAL ☐ FINAL		
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001				Funded Amt:	
	FY17 ILE Flower Mound				NAICS CD: 922120 , FSC CD: R499

PWS

PERFORMANCE WORK STATEMENT (PWS)**Increased Law Enforcement Services, Town of Flower Mound
Grapevine Lake
2017**

1. **GENERAL:** This is a non-personal services contract to provide increased law enforcement services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 **Description of Services/Introduction:** The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract.

1.2. **Scope:** Town of Flower Mound Police Department (Contractor) agrees to provide a specific level of increased law enforcement services for parts of Grapevine Lake Reservoir lying within the Town of Flower Mound for the purpose of enforcement of State and local criminal and civil laws. Services include vehicular patrol by the contractor of the interior roads of Murrell Park and other Federal properties operated and maintained by the Corps of Engineers (Corps) within Flower Mound. The contractor shall accomplish enforcement of state and local laws, monitoring of visitor use to increase public safety, and assisting Corps of Engineers rangers with their visitor assistance duties if requested. This contract does not include or reimburse for services and patrol activities in Twin Coves Park, or any other areas on Corps property currently administered, operated or maintained by the Town of Flower Mound.

1.3 **Period of Performance:** Contractor shall provide described services on certain days of the week from 12 May through 9 September, 2017, for a total of 504 patrol hours, further specified in Appendices A,B, and C to this PWS. Effective start date is 12 May 2017 **or after the contractor has been notified by the Contracting Officer, Fort Worth District, that the contract has been executed; whichever is later.** Patrols will be conducted on Fridays, Saturdays and Sundays as well as on a Federal recognized holidays (see Appendices A,B and C).

1.4 **General Information**

1.4.1 **Quality Control** (Not applicable)

1.4.2 **Quality Assurance:** The Contractor will sign in at the gatehouse in Murrell Park at the beginning of each shift (Appendix E). The Contractor will prepare a Daily Enforcement Action Summary in accordance with the attached format (Example, Appendix D). The contractor will prepare a Daily Law Enforcement Log originated and provided by the contractor. The Daily Law Enforcement Log will be completed daily and submitted weekly at the close of each weekend shift, to the Corps of Engineers representative listed in Technical Exhibit 2 of this plan. ***Any drowning or serious incidents in these areas will be reported to the Corps of Engineers immediately, through the Lake Office, or directly to Park Rangers on duty.*** The Corps will provide an after-hours telephone contact sheet to the Town's dispatch office to facilitate such notification. The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied.

1.4.3 Government Holidays: Contractor will be required to perform services on those Federal holidays falling during the contract period, namely, Memorial Day, Independence Day and Labor Day (see Appendices A,B and C).

1.4.4 Hours of Operation: [Not applicable]

1.4.5 Place of Performance: The work to be performed under this contract will be performed at Corps administered lands in Denton County specified in Para. 1.2. State and local law enforcement agencies generally have the same authority and responsibilities on Corps administered lands as they do elsewhere in their respective jurisdictions. Because of this, requests by the Lake Manager or his authorized representatives for emergency or unanticipated law enforcement assistance will be considered non-reimbursable.

1.4.6 Type of Contract: The government will award a firm fixed price contract

1.4.7 Security Requirements: (Not applicable)

1.4.8 Special Qualifications: All Contractor personnel shall be certified and licensed Texas Peace Officers. The Contractor will provide, in advance, the Corps representative designated in paragraph 1.4.11 the name of each Deputy who will be performing scheduled work under this contract.

1.4.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, Quality Assurance(QA) Point of Contact(POC), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the Contracting Officer will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.4.10 Contracting Officer Representative (COR): A COR will not be appointed for this contract. Quality Assurance duties will be performed by the QA POC designated in Paragraph 1.4.11

1.4.11 Contractor Key Personnel: The following personnel are considered key personnel by the Government, and will serve as the Corps QA POC: Kenneth Myers, Lake Manager, Grapevine Lake; Alternate: John Mathney, Lead Ranger, Grapevine Lake. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the Contracting Officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

1.4.12 Identification of Contractor Employees: All officers performing services under this contract shall wear standard uniforms normally worn by the law enforcement agency. All patrol vehicles shall have standard insignia and markings normally used by the law enforcement agency.

1.4.13 Invoicing: Invoice for contract services performed; includes billing start/end dates, hours worked, total charges. Weekly recap of Police activity. Invoices shall be submitted to the Corps QA POC and Finance and Accounting on or before the 5th of every month for services rendered the previous month. Invoices can be sent via Mail, Fax, or Email at the following locations:

1.US Army Corps of Engineers Grapevine Lake
110 Fairway Drive
Grapevine Texas
ATTN: John Mathney
John.l.mathney@usace.army.mil

-and-

2. USACE Finance Center
Attn: CEFC-AO-P
5722 Integrity Drive
Millington, TN 38054-5005
FAX:901/874-8533

1.4.14 Data Rights (Not applicable)

1.4.15 Organizational Conflict of Interest: (Not applicable)

1.5. GOVERNMENT FURNISHED ITEMS AND SERVICES: (Not applicable)

1.6 CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

1.6.1 General : The Contractor shall furnish all manpower, vehicles, supplies, equipment, facilities and services required to perform work under this contract.

1.6.2 Equipment: The Contractor shall provide all patrol vehicles and equipment required to perform services under this contract. All such vehicles shall have standard insignia and markings normally used by the law enforcement agency. Patrol vehicles shall also be equipped with standard law enforcement type lights, radios, and any other standard equipment necessary to perform the required services. The Contractor shall be responsible for all vehicle costs, including insurance, fuel, service and maintenance, and any other costs associated with the operation of each vehicle.

1.6.3. Materials (Not applicable).

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR) (Not applicable)

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS) (Not applicable)

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

1.9.2 Attachment 2/Technical Exhibit 2 – Deliverables Schedule

1.9.3 Attachment 3/Technical Exhibit 3 – Appendices A-E

2.0 MISCELLANEOUS PROVISIONS:

2.1 Orientation: An appropriate orientation for all participating contract personnel will be conducted by the Corps of Engineers staff to familiarize the Contractor with the policies and procedures of the Corps, and to familiarize Corps personnel with the functions and duties of the contracted law enforcement agency.

TECHNICAL EXHIBIT 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Standard	Performance Threshold	Method of Surveillance
The contractor shall provide additional patrolling presence and discretionary law enforcement actions in specified areas to help keep the peace and increase public safety in parks and other designated Corps areas. (Paragraph 1.1)	The contractor provided visible presence and actions in the designated areas at the specified days and times.	All required shifts were covered and the specified contract services were performed. Contractor coordinated in advance with Corps key personnel in the event of an unforeseen event which prevented an officer from serving all or part of a shift, which would not be billable to the Government.	Contractor's Daily Enforcement Action Summaries and Daily Law Enforcement Logs turned in by Contractor will be examined by QA POC to ensure accuracy prior to authorizing payment.

TECHNICAL EXHIBIT 2

DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Invoice for contract services performed; includes billing start/end dates, hours worked, total charges. Weekly recap of Police activity.(Paragraph 1.4.13)	Submitted to Corps by the 5 th of every month, listing contract services performed during the previous calendar month.	Two copies of invoice, submitted to Corps QA POC, one submitted to USACE Finance Center	Hard Copy or FAX or Email	1.US Army Corps of Engineers Grapevine Lake 110 Fairway Drive Grapevine Texas ATTN: John Mathney John.l.mathney@usace.army.mil 2. USACE Finance Center Attn: CEFC-AO-P 5722 Integrity Drive Millington, TN 38054-5005 FAX:901/874-8533
Daily Enforcement Action Summaries (Paragraph 1.4.2)	To Corps with monthly invoice		Same as above	USACE Grapevine Lake Attn: John Mathney John.l.mathney@usace.army.mil
Daily Law Enforcement Log (Paragraph 1.4.2)	To Corps weekly following each weekend shift		Same as above	USACE Grapevine Lake Attn: John Mathney John.l.mathney@usace.army.mil

PERFORMANCE WORK STATEMENT

APPENDIX A

PATROL SCHEDULE
2017

DAY OF WEEK	TIME	HOURS	VEHICLES	OFFICERS
FRIDAY	1530-2400	8	1	1
SATURDAY	1330-2400	10	1	1
SUNDAY	1330-2200	8	1	1
Holidays:				
MAY 28th	1330-2400	10	1	1
MAY 29th	1130-2200	10	1	1
Memorial Day				
JULY 3 rd	1330-2400	10	1	1
JULY 4 th	1330-2400	10	1	1
Independence Day				
SEPTEMBER 3rd	1330-2400	10	1	1
SEPTEMBER 4th	1130-2200	10	1	1
Labor Day				

NOTE: Deviations from the above schedules may be required to allow for unforeseen situations that may arise during the Contract period. **Any deviations shall be mutually agreed upon in advance by both the Corps and the Contractor and in no event will the total man-hours specified in the Contract be exceeded.**

Contract begins on 12 May, 2016 with patrols made on consecutive weekends, (Fridays, Saturdays and Sundays) through 9 September, 2017 to complete the agreement. Only holidays within this contract will be included in this agreement.

PERFORMANCE WORK STATEMENTAPPENDIX B
2017

HOURS BY MONTH

Hours: Fridays & Sundays 8 hours each
 Saturdays 10 hours each
 Holidays 10 hours each

Shift Day	Hours	Days	Total
Fridays	8	18	144
Saturdays	10	18	180
Sundays	8	15	120
Memorial Day 28 May	10	1	10
Memorial Day 29 May	10	1	10
Independence Day 3 July	10	1	10
Independence Day 4 July	10	1	10
Labor Day 3 Sept	10	1	10
Labor Day 4 Sept	10	1	10
Grand Total			504

Month	Friday Hours	Saturday Hours	Sunday Hours	Holiday Hours	Total
Base	8	10	8	10	
May	24	30	16	20	90
June	40	40	32	0	112
July	32	50	40	20	142
August	32	40	32	0	104
September	16	20	0	20	56
Total Hours					504

PERFORMANCE WORK STATEMENT

APPENDIX C

2017

SCHEDULE OF DAYS WORKED BY MONTH

57 Days total

MAY: 12-14, 19-21, 26-29 (Includes Memorial Holiday) = **10 days**

JUNE: 2-5, 9-11, 16-18, 23-25 & 30 = **13 days**

JULY: 1-4 (includes 4th of July), 7-9, 14-16, 21-23, 28-30 = **16 days**

AUGUST: 4-6, 11-13, 18-20, 25-27 = **12 days**

SEPTEMBER: 1-4 (includes Labor Day), 8 & 9 = **6 days**

Appendix D

DAILY ENFORCEMENT ACTION SUMMARY

OPERATING AGENCY: Flower Mound Police Department

PROJECT: Grapevine Lake

OFFICERS NAME: _____ DATE: _____

TIME STARTED: _____ TIME ENDED: _____ TOTAL HOURS: _____

ABBREVIATIONS: A = Arrest C = Citation W = Written Warning V = Verbal Warning

OFFENCE TITLE	Murrell Park				NOTES
Vehicles	A	C	W	V	
Parking					
Speeding					
Reckless					
State Req.					
DWI					
Other					
TOTALS					
Conduct					
Loud/Unruly					
Pubic Intox					
Cont Subst.					
Minor Poss.					
Theft					
Vandal					
Litter					
Weapons					
Assault					
Other					
TOTALS					

*** For all arrests and evictions include details on back ***

Officer Number: _____ Date: _____ Signature: _____

Appendix E
Law Enforcement Park Log
Murrell Park-Grapevine Lake

Date	Time In	Time Out	Officer's Initials	Attendant's Initials	Comments

QUALITY ASSURANCE SURVEILLANCE PLAN

Contract for Increased Law Enforcement Services, Grapevine Lake 2017 FLOWER MOUND POLICE DEPARTMENT

1. Overview: This contract establishes a specific increased level of law enforcement services to be provided by Flower Mound Police Department to the US Army Corps of Engineers at Grapevine Lake. This is a sole-source contract, since the Flower Mound Police Department is the only agency with the requisite authority and responsibility to provide these services.

2. Definition of Services: Increased services are defined in the contract's Performance Work Statement (PWS) as the contractor's provision of a dedicated officer and vehicle to patrol and enforce applicable state and local laws in accordance with their agency policy, procedures, and interpretations. Services will be performed in accordance with the schedule contained in the PWS. Contracted services are to supplement the year-round duties and activities which the contractor is responsible to perform even absent the contract.

3. Surveillance of Services: Officers providing service under this contract are required to complete and submit a Daily Law Enforcement Log documenting their activities performed during their work shifts, and to turn the logs into their supervisor at the end of each shift. The completed daily enforcement logs will then be submitted to the Lake Project Manager or his Project Personnel Representative.

4. Surveillance Documentation:

a. The contractor shall provide a request for payment each month for reimbursable services performed. The request for payment shall include the number of man-hours worked during the billing period (which must correspond with the Daily Law Enforcement Logs) and the total monthly expenses. The Quality Assurance Point of Contact (QA POC) will examine logs to ensure accuracy prior to authorizing payment.

b. The QA POC will document verification of the contractor's performance monthly for Quality Assurance. These reports will become part of the formal QA documentation. The QA POC will maintain a complete QA file, containing copies of all evaluations and related documentation. The QA POC will forward these records to the Contracting Officer at completion of the contract.

c. The services provided by the contractor are subject to inspection by the QA POC to ensure adherence to the terms of the Performance Work Statement. If the contractor fails to provide the services as specified, the Government reserves the right to terminate the contract.

BID SCHEDULE

**CONTRACT FOR INCREASED LAW ENFORCEMENT SERVICES
GRAPEVINE LAKE 2017
FLOWER MOUND POLICE DEPARTMENT**

COST PROPOSAL

LABOR COST:

Salary Analysis for 2017 lake patrol based on average overtime rates of all patrolmen and sergeants projected to perform work on this contract, 504 hours.

Average Overtime Rate		\$ _____
Social Security	_____ %	\$ _____
Retirement	_____ %	\$ _____
Worker's Comp	_____ %	\$ _____
Supplemental Death	_____ %	\$ _____
Liability Ins	_____	\$ _____
Other (explain)		\$ _____

TOTAL Labor Cost per Overtime Hour \$ _____

VEHICLE COST:

Leasing cost :	\$ _____/mo x ____ veh-months	\$ _____
Sched service costs:	\$ _____ /mo x ____ veh-months	\$ _____
Insurance cost:	\$ _____ / mo x ____ veh-months	\$ _____
Fuel cost:		
	4-yr avg of contract mileage: _____ miles	
	x \$0.____ / mile (std Fed reimbursement rate) =	\$ _____

TOTAL Vehicle Cost /Hour \$ _____

MISCELLANEOUS COST:

Administration / Overhead per hour	\$ _____
Equip. maintenance per officer \$ _____	
x ____ officers:	\$ _____
Training expense per officer \$ _____	
x ____ officers	\$ _____
TOTAL Misc Cost	\$ _____

CONTRACT SUMMARY:

Labor Cost per Man-Hour	\$ _____
Vehicle Cost per Hour	\$ _____
Misc Cost per Hour	\$ _____
 TOTAL COST/HOUR	 \$ _____
X Total Hours	x 504
 TOTAL CONTRACT PRICE	 \$ _____

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 12-MAY-2017 TO 09-SEP-2017	N/A	GRAPEVINE PROJECT OFFICE KENNETH MYERS 110 FAIRWAY DR GRAPEVINE TX 76051 (817)865-2600 FOB: Destination	967426

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2016
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications	JAN 2015
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.212-1	Instructions to Offerors--Commercial Items	OCT 2016
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	OCT 2016
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-4	Recovered Material Certification	MAY 2008
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011

52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.251-1	Government Supply Sources	APR 2012
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

(a) Definition. Commercially available off-the-shelf (COTS) item, as used in this clause--

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of \$35,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$35,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that--

(1) Exceeds \$35,000 in value; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability,

unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 2016) ALTERNATE I (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (s) of this provision.

(a) *Definitions.* As used in this provision--

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means--

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’”. The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are--

(1) Department of Labor Wage and Hour Division (WHD) for--

- (i) The Fair Labor Standards Act;
- (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
- (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
- (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
- (v) The Family and Medical Leave Act; and
- (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for--

- (i) The Occupational Safety and Health Act of 1970; and
- (ii) OSHA-approved State Plans;

(3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--

- (i) Section 503 of the Rehabilitation Act of 1973;

(ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and

(iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

(4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and

(5) Equal Employment Opportunity Commission (EEOC) for--

(i) Title VII of the Civil Rights Act of 1964;

(ii) The Americans with Disabilities Act of 1990;

(iii) The Age Discrimination in Employment Act of 1967; and

(iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

“Labor laws” means the following labor laws and E.O.s:

(1) The Fair Labor Standards Act.

(2) The Occupational Safety and Health Act (OSHA) of 1970.

(3) The Migrant and Seasonal Agricultural Worker Protection Act.

(4) The National Labor Relations Act.

- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (c) through (s) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it [____] is, [____] is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [____] is, [____] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [____] is, [____] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____ .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ .*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [____] has, [____] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [____] has, [____] has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It [____] has developed and has on file, [____] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [____] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
____	____
____	____
____	____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [____] Are, [____] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [____] Have, [____] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [____] Are, [____] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals. Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are

included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
_____	_____
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[____] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[____] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) [____] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [____] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) [____] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [____] does [____] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [____] Certain services as described in FAR 22.1003-4(d)(1). The offeror [____] does [____] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

[____] TIN: ____ .

[____] TIN has been applied for.

[____] TIN is not required because:

[____] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[____] Offeror is an agency or instrumentality of a foreign government;

[____] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

- [____] Sole proprietorship;
- [____] Partnership;
- [____] Corporate entity (not tax-exempt);
- [____] Corporate entity (tax-exempt);
- [____] Government entity (Federal, State, or local);
- [____] Foreign government;
- [____] International organization per 26 CFR 1.6049-4;
- [____] Other ____ .

(5) Common parent.

[____] Offeror is not owned or controlled by a common parent:

[____] Name and TIN of common parent:

Name ____

TIN ____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that--

(i) It [____] is, [____] is not an inverted domestic corporation; and

(ii) It [____] is, [____] is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [____] has or [____] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [____] is or [____] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated ``is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark ``Unknown").

Predecessor legal name: ____.

(Do not use a ``doing business as" name).

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror [____] does [____] does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror [____] does [____] does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked ``does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

[](i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

[](ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIS).

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (NOV 2016)

(a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)

(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) X (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

(xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(xviii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xx) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is ``not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of

employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code - assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

27131 Police Officer I GS-6 \$31,504

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to:

US Army Corps of Engineers Grapevine Lake
110 Fairway Drive
Grapevine Texas
ATTN: John Mathney

(End of clause)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS. (OCT 2015)

(a) Definitions. As used in this provision--

Person--

(1) Means--

- (i) A natural person;
- (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any [DFARS](#) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [DFARS](#) (48 CFR [Chapter 2](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

____ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

____ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

____ (iii) 252.225-7020, Trade Agreements Certificate.

____ Use with Alternate I.

____ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

____ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below ___ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

(a) Definitions. As used in this clause--

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination.

Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

- (a) The Past Performance Information Retrieval System--Statistical Reporting (PPIRS-SR) application (<http://www.ppirs.gov/>) will be used in the evaluation of suppliers' past performance in accordance with DFARS 213.106-2(b)(i).
- (b) PPIRS-SR collects quality and delivery data on previously awarded contracts and orders from existing Department of Defense reporting systems to classify each supplier's performance history by Federal supply class (FSC) and product or service code (PSC). The PPIRS-SR application provides the contracting officer quantifiable past performance information regarding a supplier's quality and delivery performance for the FSC and PSC of the supplies being purchased.
- (c) The quality and delivery classifications identified for a supplier in PPIRS-SR will be used by the contracting officer to evaluate a supplier's past performance in conjunction with the supplier's references (if requested) and other provisions of this solicitation under the past performance evaluation factor. The Government reserves the right to award to the supplier whose quotation or offer represents the best value to the Government.
- (d) PPIRS-SR classifications are generated monthly for each contractor and can be reviewed by following the access instructions in the PPIRS-SR User's Manual found at https://www.ppirs.gov/pdf/PPIRS-SR_UserMan.pdf. Contractors are granted access to PPIRS-SR for their own classifications only. Suppliers are encouraged to review their own classifications, the PPIRS-SR reporting procedures and classification methodology detailed in the PPIRS-SR User's Manual, and PPIRS-SR Evaluation Criteria available from the references at https://www.ppirs.gov/pdf/PPIRS-SR_DataEvaluationCriteria.pdf. The method to challenge a rating generated by PPIRS-SR is provided in the User's Manual.

(End of provision)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

- (a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--
- (1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and
 - (2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.
- (b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.
- (c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.
- (d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

- (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);
 - (2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);
 - (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);
 - (4) The Export Administration Regulations (15 CFR Parts 730-774);
 - (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
 - (6) Executive Order 13222, as extended.
- (e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.
- (End of clause)

**CONTRACT FOR INCREASED LAW ENFORCEMENT SERVICES,
GRAPEVINE LAKE, 2017
FLOWER MOUND POLICE DEPARTMENT**

COST PROPOSAL

LABOR COST:

Salary Analysis for 2017 lake patrol based on average overtime rates of all patrolmen and sergeants projected to perform work on this contract, 504 hours

Average Overtime Rate			Per Hour
Salary:	\$53.06	avg. hourly	\$53.06
FICA:	7.65%		\$4.06
Retirement:	10.08%		\$5.35
Health Ins. Avg. Cost: \$	16,262.75		\$7.82
Worker's Comp:	0.84%		\$0.45
Supp. Death: \$	0.025	per \$1,000	\$0.00
LTD: \$	0.16	per \$100	\$0.08
Total Labor Cost per Overtime Hour			\$ 70.82
Total Number of Contract Hours:			504
TOTAL Labor Cost for Contract			<u><u>\$ 35,693.28</u></u>

VEHICLE COST:

Leasing Cost: \$____/mo x ____ veh-months	\$	-
Sched. Service Costs: \$____/mo x ____ veh-months	\$	-
Insurance Cost: \$____/mo x ____ veh-months	\$	-
Fuel Cost:		
4-Yr avg of contract mileage:	3699 miles	
2016 IRS reimbursement rate	\$ 0.540 per mile	\$ 1,997.46
TOTAL Vehicle Cost for Contract		<u><u>\$ 1,997.46</u></u>

MISCELLANEOUS COST:

Administration/Overhead per hour	\$	-
Equip. maintenance per officer	\$	-
Training expense per officer	\$	-
TOTAL Miscellaneous Cost for Contract	<u><u>\$</u></u>	<u><u>-</u></u>

CONTRACT SUMMARY:

Labor Cost	\$ 26,742.24	\$ 53.06 per hour rate
Benefit Cost	\$ 8,951.04	\$ 17.76 per hour rate
Vehicle Cost	\$ 1,997.46	\$ 3.96 per hour rate
Miscellaneous Cost	\$ -	
TOTAL CONTRACT PRICE/ CORP Rate	<u><u>\$ 37,690.74</u></u>	\$ 74.78 per hour rate

updated 1/30/2017



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
FORT WORTH DISTRICT, CORPS OF ENGINEERS
P.O. BOX 17300
FORT WORTH, TEXAS 76102-0300

27 January 2017

Contracting Division

SUBJECT: Solicitation No. W9126G-17-T-0041, Increased Law Enforcement Services,
City of Flower Mound, Texas

Captain Colin Sullivan
City of Flower Mound Police Department
4150 Kirkpatrick Ln.
Flower Mound, TX 75028

Dear Captain Sullivan,

City of Flower Mound Police Department is requested to submit a proposal for Solicitation No. W9126G-17-T-0041, Increased Law Enforcement Services, Flower Mound, Texas.

Your proposal must be received no later than **27 February 2017 by 12:00 PM CST**. Should you have any questions regarding this requirement, please contact Scott Rinehart, Contract Specialist at (817) 886-1080, via email, jason.s.rinehart@usace.army.mil.

You are advised that this letter be not construed as authority to proceed with any work or to incur any obligation chargeable to the Government. Further, in the event of unsatisfactory fee negotiations, the Government cannot assume any obligation for payment of any expense incurred by your firm in the presentation of you fee or premature initiation of services.

Please contact Mr. Rinehart, Contract Specialist, at 817-886-1080 if you have any questions.

Sincerely,
OELSCHIG.CARL
L.STEWART.1055625162
5625162
Carl S. Oelschig
Contracting Officer

Digitally signed by
OELSCHIG.CARL.STEWART.1055625162
DN: c=US, o=U.S. Government,
ou=DoD, ou=PKI, ou=USA,
cn=OELSCHIG.CARL.STEWART.1055625
162
Date: 2017.01.23 12:28:07 -06'00'

Enclosure
Solicitation



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: February 20, 2017

FROM: Kari Biddix, Park Development Manager

ITEM: Consider approval of the purchase and installation of the 2016-17 Playground Replacements project, for the Gaston Park Playground, from PlayWell Group, Inc., and PlayWorks, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$210,943.68.

BACKGROUND INFORMATION: The Community Development Corporation and Town Council approved various playground upgrades in the Fiscal Year 2016-2017 after recommendation from the Parks Board for Park and Recreation needs for the Capital Improvement Program projects. Gaston Park playground is one of the playgrounds funded. These Cooperative participants, PlayWell and PlayWorks, have provided a joint solution for the Gaston Park Playground, and will invoice the Town separately.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board supports the purchase of this play equipment.

FISCAL IMPACT: \$210,943.68

Proposed Expenditure:		Account Number(s):
\$154,839.46	PlayWell	317-110-90817
\$56,104.22	PlayWorks	317-110-90817

Finance Review by: Debra Wallace, Deputy Town Manager/CFO *DW*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Buyboard Proposal
2. Play Equipment picture

RECOMMENDATION: Move to approve the purchase and installation of the 2016-17 Playground Replacements project, for the Gaston Park Playground, from PlayWell Group, Inc., and PlayWorks, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$210,943.68.



Athletic, Park, and Playground Equipment
Serving Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
800-560-9150 (fax)

QUOTATION

QUOTE #
6830

1/20/2017

BILL TO:

Town of Flower Mound
Attn: Kari Biddix, Park Development Mgr.
2121 Cross Timbers Road
Flower Mound, TX 75028

Phone:

SHIP TO:

Town of Flower Mound
Gaston Park
2651 College Parkway
Flower Mound, TX 75028

Phone:

CUST. PO #	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION
	NET 30	EE	TARRANT		2/19/2017
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
BUYBOARD #512-16	BUYBOARD CONTRACT #512-16 EXPIRES 9/30/2017 PLAYWORLD		0.00		0.00
49-1630.2D	CUSTOM 5-12 CHALLENGER	1	53544.00	50,866.80	50,866.80
ZZCH4416	CUSTOM ACCESSIBLE DESIGN A PANEL	1	653.00	620.35	620.35
ZZXX0471	PLAYTOWN FIRE HOUSE	1	4299.00	4,084.05	4,084.05
ZZXX0472	PLAYTOWN FIRE HOSE CLIMBER	1	435.00	413.25	413.25
ZZXX0620	FREDDY FIRE TRUCK	1	6285.00	5,970.75	5,970.75
SWING-ARCH350	3.5" 2-UNIT ARCH SWING	1	1815.00	1,724.25	1,724.25
SWING-ARCH350A...	3.5" 2-UNIT ARCH SWING ADD-A-BAY	1	1235.00	1,173.25	1,173.25
ZZXX0265	INFANT SEAT W/GALVANIZED CHAIN FOR 8' TOP RAIL	2	185.00	175.75	351.50
350-1634	CHALLENGER PLAY STRUCTURE	1	24174.00	22,965.30	22,965.30
ZZXX0341	BALANCE TRAX POND	8	285.00	270.75	2,166.00
ZZXX0343	BALANCE TRAX DUNES	1	1154.00	1,096.30	1,096.30
ZZXX0344	BALANCE TRAX SNAKE	1	1413.00	1,342.35	1,342.35
ZZXX0345	BALANCE TRAX BOOMERANG	1	999.00	949.05	949.05
SHIP	SHIPPING AND HANDLING	1	5240.21	5,240.21	5,240.21
PIP VITRITURF	POURED IN PLACE SURFACING 2.5" 50% BLACK OVER COMPACTED STONE (BY OTHERS)	4,923	11.95	11.35	55,876.05
QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages. PLEASE REMIT YOUR DEPOSIT TO: THE PLAYWELL GROUP, INC. 9430 SAN MATEO BLVD., NE, UNIT G ALBUQUERQUE, NM 87113 Date _____ Signature _____			SUBTOTAL		
			SALES TAX (0.0%)		
			TOTAL		
			\$154,839.46		
			\$0.00		
			\$154,839.46		



Athletic, Park, and Playground Equipment

info@playwellgroup.com
800-726-1816
800-560-9150 (fax)

INSTALLATION QUOTE

QUOTE #

1/20/2017

2557

BILL TO:

Town of Flower Mound
Attn: Kari Biddix, Park Development Mgr.
2121 Cross Timbers Road
Flower Mound, TX 75028

Phone:

INSTALLATION SITE:

Town of Flower Mound
Gaston Park
2651 College Parkway
Flower Mound, TX 75028

Phone:

CUST. PO#	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	NET 30	EWE	DENTON	2/19/2017
ITEM	DESCRIPTION	LIST PRICE	QTY	TOTAL
BUYBOARD #512...	BUYBOARD CONTRACT #512-16 EXPIRES 9/30/2017	0.00		0.00
REMOVAL	DELIVER AND INSTALL BY WALK IN THE PARK			
REMOVAL	REMOVAL AND DISPOSAL OF EXISTING PLAYGROUND AND SWINGS	5,463.03	1	5,463.03
REMOVAL	REMOVAL AND DISPOSAL OF EXISTING WOOD SURFACING	2,728.78	1	2,728.78
REMOVAL	REMOVAL AND DISPOSAL OF CONCRETE ADA RAMP AND APPROX 48LF OF EXISTING CONCRETE BORDER	3,338.58	1	3,338.58
STONE-BASE	INSTALL COMPACTED #57 STONE BASE FOR PLAYGROUND SURFACING	9,404.84	1	9,404.84
CONCRETE BOR...	INSTALL EXTENSIONS OF 12" CONCRETE BORDER-APPROX 108LF TO MAINTAIN CURRENT WALL ELEVATION *INCLUDES WEEPHOLES ALONG SOUTHWEST EDGE TO PROVIDE DRAINAGE*	10,282.26	1	10,282.26
49-1630.2D	CUSTOM 5-12 CHALLENGER	13,506.90	1	13,506.90
ZZCH4416	CUSTOM ACCESSIBLE DESIGN A PANEL	164.72	1	164.72
ZZXX0471	FIRE HOUSE	1,084.45	1	1,084.45
ZZ0472	FIRE HOSE CLIMBER	109.73	1	109.73
ZZXX0620	FREDDY FIRE TRUCK	1,585.44	1	1,585.44
SWING-ARCH350	3.5" 2-UNIT ARCH SWING	457.85	1	457.85
SWING-ARCH350...	3.5" 2-UNIT ARCH SWING ADD-A-BAY	311.54	1	311.54
ZZXX0265	INFANT SEAT W/GALVANIZED CHAIN	46.67	2	93.34
350-1634	CHALLENGER PLAY STRUCTURE	6,098.09	1	6,098.09
ZZXX0341	BALANCE TRAX POND	71.89	8	575.12
ZZXX0343	BALANCE TRAX DUNES	291.11	1	291.11
ZZXX0344	BALANCE TRAX SNAKE	356.44	1	356.44
ZZXX0345	BALANCE TRAX BOOMERANG	252.00	1	252.00

QUOTE VALID FOR 30 DAYS. Install will be ordered upon receipt of written approvals and/or deposit.

TOTAL**\$56,104.22**

PLEASE REMIT PAYMENT TO:

PLAYWORKS, INC.

9430 SAN MATEO BLVD., NE, UNIT G
ALBUQUERQUE, NM 87113

Date _____

Signature _____

GASTON PARK
Flower Mound, TX

PlayWell



GASTON PARK

Flower Mound, TX



PlayWell

PLAYWORLD
The world needs play.



GASTON PARK

Flower Mound, TX



PlayWell



PlayWell

GASTON PARK
Flower Mound, TX

PLAYWORLD
The world needs play.



PlayWell

GASTON PARK
Flower Mound, TX

 **PLAYWORLD**
The world needs play.



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: February 20, 2017

FROM: Tiffany Bruce, P.E., CIP Engineering Manager

ITEM: Consider approval of Change Order No. 3, for a decrease in the amount of \$75,000.27, the final acceptance of the Oak Drive Water Main Replacement project, and authorization of final payment to the contractor, A&M Construction and Utilities, Inc., in the amount of \$66,431.77; and authorization for the Mayor to execute on behalf of the Town.

BACKGROUND INFORMATION: On January 21, 2016, the contract for the Oak Drive Water Main Replacement project was awarded to A&M Construction and Utilities, Inc., in the amount of \$1,083,877.50.

The Oak Drive Water Main Replacement project is now complete and included the construction of a new 8-inch water line to replace the existing 6-inch that was experiencing numerous water line breaks due to aging pipe. The replacement extended from FM 1171 and Fireside Drive south to Oak Drive, then east to Acorn Trail, and extending to the end of Oak Drive.

Final payment of \$66,431.77 consisting of \$48,623.78 of retainage, and \$17,807.99 of work completed, for a total contract value of \$991,670.48.

FISCAL IMPACT: \$66,431.77

Proposed Expenditure:	Account Number(s):
\$66,431.77	630-960-96002

Finance Review by:

ATTACHMENTS:

1. Change Order No. 3
2. Contract Estimate for Payment
3. Bills Paid Affidavit
4. Consent of Surety Company

RECOMMENDATION: Move to approve Change Order No. 3, for a decrease in the amount of \$75,000.27, the final acceptance of the Oak Drive Water Main Replacement project, and authorize final payment to the contractor, A&M Construction and Utilities, Inc., in the amount of \$66,431.77; and authorize the Mayor to execute on behalf of the Town.

CHANGE ORDER 3 AND FINAL

Effective Date: Upon execution by the Mayor

Owner: Town of Flower Mound
 Contractor: A&M Construction and Utilities, Inc.
 Attn: Abel Beltran
 4950 Grisham Drive
 Rowlett, Texas 75088

Project: **Oak Drive Water Main Replacement****CHANGE ORDER NO. 3 AND FINAL**

The compensation agreed upon in this Change Order is a full, complete, and final payment for all costs the Contractor incurs as a result of or relating to the change, whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any costs for delay, extended overhead, ripple or impact costs, or any other effect on changed or unchanged work as a result of this change.

You are directed to make the following changes in the Contract Documents:

Item No.	Description	Unit	Add/ Deduct	Quan	Unit Price	Extended Amount
7P	Concrete Riprap	SY	Deduct	(250.00)	\$100.00	(\$25,000.00)
8P	Sodding	SY	Deduct	(550.00)	\$8.50	(\$4,675.00)
9P	Hydromulching	SY	Deduct	(22546.67)	\$1.30	(\$29,310.67)
13P	6" Reinforced Concrete Pavement	SY	Deduct	(62.70)	\$75.00	(\$4,702.50)
15P	12" Corrugated Metal Pipe	LF	Deduct	(18.00)	\$38.00	(\$684.00)
18P	24" Corrugated Metal Pipe	LF	Deduct	(20.00)	\$75.00	(\$1,500.00)
20P	12" Reinforced Concrete Pipe	LF	Deduct	(88.00)	\$64.00	(\$5,632.00)
21P	18" Reinforced Concrete Pipe	LF	Deduct	(67.00)	\$71.00	(\$4,757.00)
3W	6" PVC C-900, DR-18 Water Main Pipe, Bore	LF	Deduct	(12.00)	\$191.30	(\$2,295.60)
6W	Fire Hydrant Assembly	EA	Add	2.00	\$3,720.00	\$7,440.00
8W	8" Gate Valve and Box	EA	Deduct	(1.00)	\$1,244.00	(\$1,244.00)
11W-CO2	1" Type "K" Water Service, Short	EA	Add	1.00	\$898.00	\$898.00
12W-CO3	1" Type "K" Water Service, Long	EA	Deduct	(1.00)	\$1,182.00	(\$1,182.00)
13W	Class "A" Meter Box	EA	Add	18.00	\$200.00	\$3,600.00
15W	Connection to Existing 8" Water Main	EA	Add	2.00	\$1,260.00	\$2,520.00
17W	Abandon Existing 8" Water Main	LF	Deduct	(797.00)	\$4.00	(\$3,188.00)
18W	Abandon Existing 6" Water Main	LF	Deduct	(1434.00)	\$3.50	(\$5,019.00)
19W	Trench Safety System For Water Main	LF	Deduct	(2249.00)	\$0.50	(\$1,124.50)
21W	12" Steel Casing Pipe	LF	Deduct	(12.00)	\$62.00	(\$744.00)
CO2-B	2" Type "K" Water Service, Long	EA	Add	1.00	\$1,600.00	\$1,600.00
Subtotal						(\$75,000.27)

Original Contract Price	\$ 1,083,877.50
Change Order No. 1	\$ (16,623.75)
Change Order No. 2	\$ (583.00)
Change Order No. 3 and Final	\$ (75,000.27)
Revised Contract Price	\$ 991,670.48

JUSTIFICATION:

Items 7P, 8P, 9P, 13P, 15P, 18P, 20P, 21P, 3W, 6W, 8W, 11W-CO2, 12W-CO2, 13W, 15W, 17W, 18W, 19W, 21W, and CO2-B provide for in place quantities and contract adjustments to complete the work.

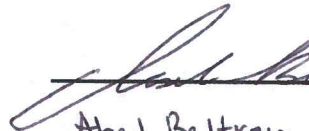
Recommended
for Approval



Brent Anderson, P.E.
Senior Project Engineer

1/18/17

Date



Abel Beltran
Contractor

1/17/17

Date

Approved

Thomas E. Hayden
Mayor

Date

CONTRACT ESTIMATE FOR PAYMENT

Page 254 of 448

Project: Oak Drive Water Main Replacement

Estimate No.: 9

Item No.	Description of Item	Unit of Measure	Contract Quantities	Unit Price	Contract Amount	Quantities Completed Previous	Quantities Completed This Month	Quantities Completed To Date	Dollar Amount Previous	Dollar Amount This Month	Amount Completed To Date	% of Quantity Complete
1P	MOBILIZATON	LS	1	\$ 35,000.00	\$ 35,000.00	0.95	0.05	1.00	\$ 33,250.00	\$ 1,750.00	\$ 35,000.00	100.00%
2P	RIGHT-OF-WAY PREPARATION	LS	1	\$ 8,000.00	\$ 8,000.00	1.00	0.00	1.00	\$ 8,000.00	\$ -	\$ 8,000.00	100.00%
3P	PROJECT SIGNAGE	EA	1	\$ 500.00	\$ 500.00	1.00	0.00	1.00	\$ 500.00	\$ -	\$ 500.00	100.00%
4P	TRAFFIC CONTROL	LS	1	\$ 4,000.00	\$ 4,000.00	1.00	0.00	1.00	\$ 4,000.00	\$ -	\$ 4,000.00	100.00%
5P	SW3P IMPLEMENTATION AND MAINTENANCE	LS	1	\$ 2,500.00	\$ 2,500.00	1.00	0.00	1.00	\$ 2,500.00	\$ -	\$ 2,500.00	100.00%
6P-CO1	PAVED DRIVEWAY	EA	26.00	\$ 1,200.00	\$ 31,200.00	26.00	0.00	26.00	\$ 31,200.00	\$ -	\$ 31,200.00	100.00%
7P-CO3	CONCRETE RIPRAP	SY	0.00	\$ 100.00	\$ -	0.00	0.00	0.00	\$ -	\$ -	\$ -	#DIV/0!
8P-CO3	SODDING	SY	477.00	\$ 8.50	\$ 4,054.50	477.00	0.00	477.00	\$ 4,054.50	\$ -	\$ 4,054.50	100.00%
9P-CO3	HYDROMULCHING	SY	13,333.33	\$ 1.30	\$ 17,333.33	13333.33	0.00	13333.33	\$ 17,333.33	\$ -	\$ 17,333.33	100.00%
10P	FLEXIBLE BASE FOR MISCELLANEOUS GRAVEL	SY	830	\$ 28.00	\$ 23,240.00	830.00	0.00	830.00	\$ 23,240.00	\$ -	\$ 23,240.00	100.00%
11P	REMOVE AND REPLACE ASPHALT PAVEMENT	SY	315	\$ 130.00	\$ 40,950.00	315.00	0.00	315.00	\$ 40,950.00	\$ -	\$ 40,950.00	100.00%
12P-CO1	LIME FOR STABILIZED SUBGRADE (@33LB/SY)	TON	0.00	\$ 160.00	\$ -	0.00	0.00	0.00	\$ -	\$ -	\$ -	#DIV/0!
13P-CO3	6" REINFORCED CONCRETE PAVEMENT	SY	47.30	\$ 75.00	\$ 3,547.50	47.30	0.00	47.30	\$ 3,547.50	\$ -	\$ 3,547.50	100.00%
14P	REMOVE AND REINSTALL FENCE	LF	40	\$ 40.00	\$ 1,600.00	40.00	0.00	40.00	\$ 1,600.00	\$ -	\$ 1,600.00	100.00%
15P-CO3	12" CORRUGATED METAL PIPE	LF	110.00	\$ 38.00	\$ 4,180.00	110.00	0.00	110.00	\$ 4,180.00	\$ -	\$ 4,180.00	100.00%
16P	15" CORRUGATED METAL PIPE	LF	22	\$ 48.00	\$ 1,056.00	22.00	0.00	22.00	\$ 1,056.00	\$ -	\$ 1,056.00	100.00%
17P	18" CORRUGATED METAL PIPE	LF	41	\$ 62.00	\$ 2,542.00	41.00	0.00	41.00	\$ 2,542.00	\$ -	\$ 2,542.00	100.00%
18P-CO3	24" CORRUGATED METAL PIPE	LF	0.00	\$ 75.00	\$ -	0.00	0.00	0.00	\$ -	\$ -	\$ -	#DIV/0!
19P-CO1	30" CORRUGATED METAL PIPE	LF	0.00	\$ 85.00	\$ -	0.00	0.00	0.00	\$ -	\$ -	\$ -	#DIV/0!
20P-CO3	12" REINFORCED CONCRETE PIPE	LF	94.00	\$ 64.00	\$ 6,016.00	94.00	0.00	94.00	\$ 6,016.00	\$ -	\$ 6,016.00	100.00%
21P-CO3	18" REINFORCED CONCRETE PIPE	LF	16.00	\$ 71.00	\$ 1,136.00	16.00	0.00	16.00	\$ 1,136.00	\$ -	\$ 1,136.00	100.00%
1W-CO2	8" PVC C-900, DR-18 WATER MAIN PIPE	LF	9,187.00	\$ 39.00	\$ 358,293.00	9187.00	0.00	9187.00	\$ 358,293.00	\$ -	\$ 358,293.00	100.00%
2W	12" PVC C-900, DR-18 WATER MAIN PIPE	LF	40	\$ 130.00	\$ 5,200.00	40.00	0.00	40.00	\$ 5,200.00	\$ -	\$ 5,200.00	100.00%
3W-CO3	6" PVC C-900, DR-18 WATER MAIN PIPE, BORE	LF	28.00	\$ 191.30	\$ 5,356.40	28.00	0.00	28.00	\$ 5,356.40	\$ -	\$ 5,356.40	100.00%
4W-CO1-CO2	8" PVC C-900, DR-18 WATER MAIN PIPE, BORE	LF	565.00	\$ 213.00	\$ 120,345.00	565.00	0.00	565.00	\$ 120,345.00	\$ -	\$ 120,345.00	100.00%
5W	2" HDPE WATER SERVICE PIPE, COPPER TUBING SIZE (CTS)	LF	784	\$ 21.50	\$ 16,856.00	784.00	0.00	784.00	\$ 16,856.00	\$ -	\$ 16,856.00	100.00%
6W-CO3	FIRE HYDRANT ASSEMBLY	EA	17.00	\$ 3,720.00	\$ 63,240.00	15.00	2.00	17.00	\$ 55,800.01	\$ 7,439.99	\$ 63,240.00	100.00%
7W-CO1	12" GAE VALVE, LIVE TAP	EA	0.00	\$ 19,555.00	\$ -	0.00	0.00	0.00	\$ -	\$ -	\$ -	#DIV/0!
8W-CO3	8" GATE VALVE AND BOX	EA	28.00	\$ 1,244.00	\$ 34,832.00	28.00	0.00	28.00	\$ 34,832.00	\$ -	\$ 34,832.00	100.00%
9W	6" GATE VALVE AND BOX	EA	1	\$ 950.00	\$ 950.00	1.00	0.00	1.00	\$ 950.00	\$ -	\$ 950.00	100.00%
10W	2" SERVICE TAP	EA	1	\$ 2,105.00	\$ 2,105.00	1.00	0.00	1.00	\$ 2,105.00	\$ -	\$ 2,105.00	100.00%
11W-CO2-CO3	1" TYPE "K" WATER SERVICE, SHORT	EA	29.00	\$ 898.00	\$ 26,042.00	28.00	1.00	29.00	\$ 25,144.00	\$ 898.00	\$ 26,042.00	100.00%
12W-CO2-CO3	1" TYPE "K" WATER SERVICE, LONG	EA	27.00	\$ 1,182.00	\$ 31,914.00	27.00	0.00	27.00	\$ 31,914.00	\$ -	\$ 31,914.00	100.00%

CONTRACT ESTIMATE FOR PAYMENT

Page 255 of 448

Project: Oak Drive Water Main Replacement

Estimate No.: 9

Item No.	Description of Item	Unit of Measure	Contract Quantities	Unit Price	Contract Amount	Quantities Completed Previous	Quantities Completed This Month	Quantities Completed To Date	Dollar Amount Previous	Dollar Amount This Month	Amount Completed To date	% of Quantity Complete
13W-CO3	CLASS "A" METER BOX	EA	58.00	\$ 200.00	\$ 11,600.00	40.00	18.00	58.00	\$ 8,000.00	\$ 3,600.00	\$ 11,600.00	100.00%
14W	CONNECTION TO EXISTING 12" WATER MAIN	EA	2	\$ 1,436.00	\$ 2,872.00	2.00	0.00	2.00	\$ 2,872.00	\$ -	\$ 2,872.00	100.00%
15W-CO3	CONNECTION TO EXISTING 8" WATER MAIN	EA	5.00	\$ 1,260.00	\$ 6,300.00	3.00	2.00	5.00	\$ 3,780.00	\$ 2,520.00	\$ 6,300.00	100.00%
16W	CONNECTION TO EXISTING 6" WATER MAIN	EA	1	\$ 1,195.00	\$ 1,195.00	1.00	0.00	1.00	\$ 1,195.00	\$ -	\$ 1,195.00	100.00%
17W-CO3	ABANDON EXISTING 8" WATER MAIN	LF	3,000.00	\$ 4.00	\$ 12,000.00	3000.00	0.00	3000.00	\$ 12,000.00	\$ -	\$ 12,000.00	100.00%
18W-CO3	ABANDON EXISTING 6" WATER MAIN	LF	4,000.00	\$ 3.50	\$ 14,000.00	4000.00	0.00	4000.00	\$ 14,000.00	\$ -	\$ 14,000.00	100.00%
19W-CO3	TRENCH SAFETY SYSTEM FOR WATER MAIN	LF	9,187.00	\$ 0.50	\$ 4,593.50	9187.00	0.00	9187.00	\$ 4,593.50	\$ -	\$ 4,593.50	100.00%
20W-CO2	16" STEEL CASING PIPE	LF	545.00	\$ 89.00	\$ 48,505.00	545.00	0.00	545.00	\$ 48,505.00	\$ -	\$ 48,505.00	100.00%
21W-CO3	12" STEEL CASING PIPE	LF	28.00	\$ 62.00	\$ 1,736.00	28.00	0.00	28.00	\$ 1,736.00	\$ -	\$ 1,736.00	100.00%
CO1-A	DRIVEWAY BORE, 8" PVC C-900, DR-18 WATER MAIN PIPE, INCL STEEL CASING PIPE & ACC	EA	9.00	\$ 1,200.00	\$ 10,800.00	9.00	0.00	9.00	\$ 10,800.00	\$ -	\$ 10,800.00	100.00%
CO1-B	FLEXIBLE BASE FOR ASPHALT PAVEMENT (@ 8" THICKNESS)	SY	315.00	\$ 3.55	\$ 1,118.25	315.00	0.00	315.00	\$ 1,118.25	\$ -	\$ 1,118.25	100.00%
CO1-C	12" GATE VALVE, INSTALLED AFTER-HOURS SHUTDOWN	EA	2.00	\$ 9,750.00	\$ 19,500.00	2.00	0.00	2.00	\$ 19,500.00	\$ -	\$ 19,500.00	100.00%
CO2-A	36" REINFORCED CONCRETE PIPE	LF	8.00	\$ 139.00	\$ 1,112.00	8.00	0.00	8.00	\$ 1,112.00	\$ -	\$ 1,112.00	100.00%
CO2-B-CO3	2" TYPE "K" WATER SERVICE, LONG	EA	2.00	\$ 1,600.00	\$ 3,200.00	1.00	1.00	2.00	\$ 1,600.00	\$ 1,600.00	\$ 3,200.00	100.00%
CO2-C	1-1/2" TYPE "K" WATER SERVICE, SHORT	EA	1.00	\$ 1,150.00	\$ 1,150.00	1.00	0.00	1.00	\$ 1,150.00	\$ -	\$ 1,150.00	100.00%
TOTAL					991,670.48				973,862.49	17,807.99	991,670.48	100.00%

STATE OF
COUNTY OF DALLAS

§
§
§

CONTRACTOR'S AFFIDAVIT OF ALL BILLS PAID

PROJECT: Oak Drive Water Main Replacement

TOWN OF FLOWER MOUND
2121 Cross Timbers Road
Flower Mound, TX 75028

I, ANTONIO BANDA, am the PRESIDENT and duly authorized representative of the firm of A&M CONSTRUCTION AND UTILITIES INC (Contractor) whose address is 4950 GRISHAM DR. ROWLETT, TX 75088. I have been duly sworn by the undersigned Notary Public. I hereby make the following sworn statement under oath:

1. All subcontractors, suppliers, laborers, vendors and lessors of construction equipment that have supplied labor, materials and/or equipment to or for the benefit of Contractor or Project, or who have or might have any rights to make bond claims or file liens in connection with the Project have been paid in full.
2. There are no outstanding claims or liens against the Project or any bonds issued in connection therewith.
3. The Contractor has performed its work, or furnished its materials or equipment, in a good and workmanlike manner, free of defects, and in conformance with all Project requirements.

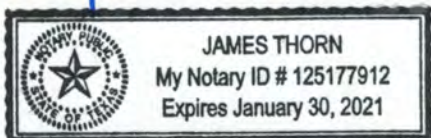


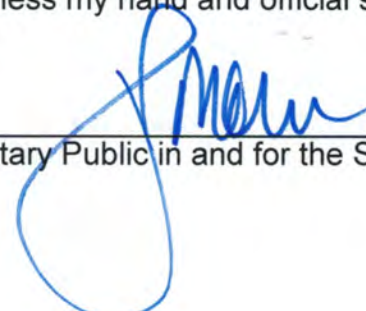
ANTONIO BANDA, PRESIDENT

4950 GRISHAM DR. ROWLETT, TX 75088

Date: January 18, 2017

SUBSCRIBED and SWORN TO before me, the undersigned authority, on this the 18th day of January, 2017, certify which witness my hand and official seal.




Notary Public in and for the State of TEXAS

My Commission Expires:

1/30/2021

Bond No. PB01692800207

CONSENT OF SURETY TO FINAL PAYMENT

CONTRACT DATE: 1/22/2016
OWNER: CITY OF FLOWER MOUND
CONSTRUCTION CONTRACTOR: A&M CONSTRUCTION & UTILITIES, INC
PROJECT: PROJECT: #2016-9; OAK DR WATER MAIN REPLACEMENT
LOCATION (City, County and State): CITY OF FLOWER MOUNT, DENTON COUNTY, TX

In accordance with the provisions of the Contract between the OWNER and CONTRACTOR as included above, the;

SURETY NAME: PHILADELPHIA INDEMNITY INSURANCE COMPANY
ADDRESS: ONE BALA PLAZA, STE. 100
CITY, STATE and ZIP: BALA CYNWYD, PA 19004

on bond of;

CONTRACTOR: A&M CONSTRUCTION AND UTILITIES, INC.
ADDRESS: 4950 GRISHAM DR.
CITY, STATE and ZIP: ROWLETT, TX 75088

hereby approves of the final payment to the CONTRACTOR, and agrees that final payment to the CONTRACTOR shall not relieve the Surety of any of its obligations to;

OWNER: CITY OF FLOWER MOUND
ADDRESS: 2121 CROSS TIMBERS RD
CITY, STATE and ZIP: FLOWER MOUND, TX 75028

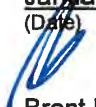
as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 19, 2017

Executed By: Philadelphia Indemnity Insurance Company
(Surety)


(Authorized Signature)

January 19, 2017
(Date)


Brent M. Blonigan
(Printed name and title)

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Debbie Palmer, Kara Pierce, Marci Luse and/or Brent M. Blonigan of Grayhawk Insurance Associates**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

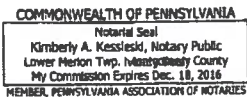
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10TH DAY OF JUNE 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 10th day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: _____

residing at: _____

My commission expires: _____

Bala Cynwyd, PA

December 18, 2016

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10TH day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

19th day of January 2017

IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND: This notice is for information only and does not become a part or condition of the attached document.

ADVISOR IMPORTANTE

Para obtener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tambien puede escribir a Philadelphia Indemnity Insurance Company:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concierne a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA: Este aviso es solo para proposito de informacion y no se convierta en parte o condicion del documento adjunto.



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: February 20, 2017

FROM: Robert Pegg, Engineering Manager

ITEM: Consider approval of a Development Agreement with Toll Brothers, Inc. for construction of a portion of the Aberdeen Drive and Aberdeen 12-inch Water Line projects associated with the Oak Bridge residential development; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Toll Brothers, Inc. is currently developing the Oak Bridge residential subdivision in Flower Mound. As part of the overall Oak Bridge development Toll Brothers plans to extend the existing Aberdeen Drive and a 12-inch water line an additional 1,150 feet in order to connect the Oak Bridge development with FM 2499. Aberdeen Drive and the 12-inch water line are both identified on the Town's Master Plans and the developer is, therefore, entitled to reimbursement for their costs that exceed their impact fee requirements. This agreement allows for the Town to reimburse Toll Brothers for the Town's share of the construction costs associated with the infrastructure improvements.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$1,339,864.00

Proposed Expenditure:	Account Number(s):
\$ 339,864.00	531-220-70627-6160
\$1,000,000.00	550-117-70627-6160

Finance Review by: Debra Wallace, Deputy Town Manager /CFO

LEGAL REVIEW: Ashley Dierker of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the agreement as to form and legality.

ATTACHMENTS:

1. Development Agreement for Oak Bridge

RECOMMENDATION: Recommend approval of a Development Agreement with Toll Brothers, Inc. for construction of a portion of the Aberdeen Drive and Aberdeen 12-inch Water Line projects associated with the Oak Bridge residential development; and authorization for the Mayor to execute same on behalf of the Town.

DEVELOPMENT AGREEMENT FOR OAKBRIDGE

THIS DEVELOPMENT AGREEMENT FOR OAKBRIDGE ("Agreement") is made and entered into this ____ day of _____, 2017, by and between the Town of Flower Mound, Texas (the "Town"), and Toll Brothers, Inc., a Texas corporation ("Developer").

WITNESSETH:

WHEREAS, the Oakbridge Project ("Project") is a development encompassing approximately 39.77 acres in Flower Mound and described by metes and bounds on Exhibit "1"; and

WHEREAS, the Town and Developer wish to address various development issues related to the Project and to provide for the construction of a roadway and construction of utilities, among other matters and to provide for reimbursement by the Town of certain infrastructure construction costs; and

WHEREAS, the Town and Developer acknowledge and agree that the Town's participation in the cost of the improvements as detailed herein shall not exceed thirty percent (30%) of the total cost for construction of all infrastructure improvements on the Project and the Town Improvements as hereinafter defined; and

WHEREAS, the Town's SMARTGrowth Program requires that certain levels of key public services and infrastructure necessary to serve a new development project be in place before construction begins; and

WHEREAS, the Town and Developer desire to address (1) infrastructure and related concerns associated with the Project due to its location; (2) the anticipated roadway and related improvements to be constructed at and near the Project necessitated by the development of the Project; and (3) the concern for the public health, safety and welfare due to the foregoing; and

WHEREAS, the Town and Developer acknowledge that the foregoing issues should be addressed through development agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and Developer covenant and agree as follows:

1. Project Subject to Town Ordinances. The Project, or any portion thereof, at all times shall be developed and constructed in accordance with all applicable Town ordinances and agreements related to the Project, and shall be subject to said ordinances and agreements, as such now exist or may hereafter be amended and/or approved by the Town. Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve Developer from its responsibilities for the construction of public improvements under applicable development ordinances of the Town.

2. Aberdeen Drive.

A. Developer agrees to construct the extension of Aberdeen Drive from the western edge of the Project to F.M. 2499 as more particularly shown on Section "A" of Exhibit "2," attached and incorporated herein for all purposes. Developer will construct the full intersection of Aberdeen Drive and F.M. 2499 and will construct the northern half of Aberdeen Drive from the western edge of the Project to the point where the intersection begins as more particularly shown on Exhibit "2."

B. Developer will construct the traffic signal facing Aberdeen Drive at the intersection of Aberdeen Drive and F.M. 2499 and will construct a southbound left turn lane on F.M. 2499 providing access from southbound F.M. 2499 to Aberdeen Drive (all of which shall be referred to herein as "Aberdeen Improvements"). The Town and Developer agree to coordinate the traffic signal design with TxDOT. Developer will comply with all applicable TxDOT permit requirements. The Town will provide pole and armature traffic signal equipment to match the Town's signal standards and decorative style.

C. Prior to commencing construction, Developer shall submit construction plans for the Aberdeen Improvements to the Town for review and approval. Upon approval of the plans, the Town will issue Developer a notice to proceed. Developer shall secure a maintenance bond in a form acceptable to the Town for a period of at least two (2) years from the date of the Town's acceptance of the Aberdeen Improvements.

3. Water Line.

A. Developer agrees to construct a twelve (12) inch water line ("Water Line") along the north right-of-way line of Aberdeen Drive from the western edge of the Project to F.M. 2499 as more particularly shown on Exhibit "2."

B. Prior to commencing construction, Developer shall submit construction plans for the Water Line to the Town for review and approval. Upon approval of the plans, the Town will issue Developer a notice to proceed. Developer shall secure a maintenance bond in a form acceptable to the Town for a period of at least two (2) years from the date of the Town's acceptance of the Water Line.

4. Town Trail.

A. Developer agrees to construct an eight (8) foot wide hike and bike trail ("Town Trail") on the north side of the Aberdeen Drive right-of-way from the western edge of the Project to F.M. 2499 as more particularly shown on Exhibit "2" to be located within a pedestrian access easement.

B. Prior to commencing construction, Developer shall submit construction plans for the Town Trail to the Town for review and approval. Upon approval of the plans, the Town will issue Developer a notice to proceed. Developer shall secure a

maintenance bond in a form acceptable to the Town for a period of at least two (2) years from the date of the Town's acceptance of the Town Trail.

5. Gas-Pad Entrance.

A. Developer agrees to construct and install a drive approach on Aberdeen Drive for the gas-pad entrance ("Gas-Pad Entrance") to the gas well located at 1500 Long Prairie as more particularly shown on Exhibit "2."

B. Prior to commencing construction, Developer shall submit construction plans for the Gas-Pad Entrance to the Town for review and approval. Upon approval of the plans, the Town will issue Developer a notice to proceed. Developer shall secure a maintenance bond in a form acceptable to the Town for a period of at least two (2) years from the date of the Town's acceptance of the Gas-Pad Entrance.

6. Payment. The estimated total cost of the construction of the infrastructure improvements for the Project and the Aberdeen Improvements, Water Line, Town Trail, and Gas-Pad Entrance (collectively, the "Town Improvements") is \$6,332,686.00 and includes construction costs and all soft costs, including but not limited to all engineering and design costs, staking costs, and material testing costs. Developer will be responsible for payment of all costs for the Town Improvements as required herein and shall be entitled to reimbursement of the total cost of the Town Improvements in excess of \$342,477.00 from Town impact fee credits only upon completion and acceptance of the Town Improvements. The Town agrees to reimburse Developer for the amount of the total cost of the Town Improvements in excess of \$342,477.00 in Town impact fee credits at the end of construction but under no circumstance shall the Town be required to pay more than \$1,339,864.00 for the Town Improvements which is approximately twenty two percent (22%) of the estimated total cost of the construction of infrastructure improvements for the Project and the Town Improvements.

7. Impact Fee Credit. Developer will receive water and roadway impact fee credits in the total amount of \$342,477.00 (\$207,187.00 for water and \$135,290.00 for sewer) for the future Oakbridge development.

8. Captions and Headings. The captions and headings of the sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement, nor shall they be employed to interpret or aid in the construction of this Agreement.

9. Applicable Laws and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.

10. Notices. Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: The Town of Flower Mound, Texas
2121 Cross Timbers Road
Flower Mound, Texas 75028
Attn: Town Manager's Office

If to Developer: Toll Brothers, Inc.
2525 SW Grapevine Parkway
Grapevine, TX 76051
Attn: Mike Boswell

11. Attorneys' Fees. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). Nothing herein shall constitute a waiver of any claim or defense that could be asserted in any litigation related to this Agreement and the parties agree that this Agreement is subject to Subchapter I of Chapter 271 of the Texas Local Government Code.

12. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

13. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

14. Filing in Denton County Deed Records; Covenant Running with the Land. This Agreement or a memorandum thereof shall be filed in the deed records of Denton County, Texas. Upon any sale or other transfer of any ownership rights in the Property, Developer shall notify the Town in writing of such sale or transfer within thirty (30) days of such sale or transfer, provided, however, no notice shall be required for the sale of a lot for which a record plat has been approved and recorded in the deed records. This Agreement shall be deemed a covenant that runs with the land and is binding on all heirs, successors, assigns, grantees, vendors, trustees, representatives of Developer and all others holding any interest now or in the future with the exception of the purchaser of a lot for which a record plat has been approved and recorded in the deed records and on which a residence has been constructed (a "Fully Improved Lot").

15. Binding Obligation. The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same. Further, this Agreement is and shall be binding upon Developer, its successors, heirs, assigns,

grantees, vendors, trustees, representatives, and all others holding any interest in the Property now or in the future with the exception of the purchaser of a Fully Improved Lot.

16. Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

17. Default. No party shall be in default of provisions under this Agreement until notice of the alleged failure of such party to perform has been given as provided herein (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such party has been given ten (10) days after the written notice in the case of the default of a payment obligation, and in all other cases a reasonable time, to cure the alleged failure (such reasonable time determined based upon the nature of the alleged failure, but in no event less than ten (10) days after written notice of the alleged failure has been given).

18. Roughly Proportionate Determination under Texas Law and Federal Law. Developer has been represented by legal counsel in the negotiation of this Agreement and has been advised regarding Developer's rights under Texas and federal law. Developer has carefully reviewed the development exactions (both construction and payment obligations) mandated by the Town associated with the Project and has been afforded the opportunity to consult with the Town and Developer's own professional consultants in order ascertain whether Developer objects to same. In executing this Agreement, Developer hereby and in good faith agrees that the development exactions associated with the Project are roughly proportionate to the impact of the Project. In addition, Developer knows of no development exaction associated with the Project that would give rise to a claim relating to rough proportionality (procedural or substantive) arising out of 1) the Texas Constitution, §212.904 and Chapter 395 of the Texas Local Government Code and/or 2) the federal constitution, as mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny; and Developer further agrees that there exists an essential nexus between said development exactions and the Project.

19. Exhibits. The following exhibits are attached hereto and incorporated into this Agreement for all purposes:

- | | |
|-----------|---|
| Exhibit 1 | Metes and Bounds Description of the Project in the Town of Flower Mound; |
| Exhibit 2 | Map depicting construction of Aberdeen Drive and construction of the proposed Town Trail; |
| Exhibit 3 | Map depicting construction of the twelve inch (12") Water Line; and |
| Exhibit 4 | Map depicting construction of the Gas-Pad Entrance. |

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: _____

Name: Thomas E. Hayden
Mayor, Town of Flower Mound

STATE OF TEXAS §

§

COUNTY OF DENTON §

This instrument was acknowledged before me on this the ____ day of _____, 2017 by Thomas E. Hayden, Mayor of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.

Notary Public, State of Texas

DEVELOPER:

Toll Brothers, Inc.
a Texas corporation

By: _____
Name: _____
Authorized Signatory

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2017 by _____, Authorized Signatory of Toll Brothers, Inc., a Texas company, on behalf of said company.

Notary Public, State of Texas

EXHIBIT “1”
OAKBRIDGE DEVELOPMENT AGREEMENT
LEGAL DESCRIPTION ~ 57.258 ACRES

BEING a tract of land situated in the J. WHITE SURVEY, ABSTRACT NO. 1341, Town of Flower Mound, Denton County, Texas and all of that tract of land described in Deed to Toll Brothers TX, LLC, as recorded in Document No. 2014-22359, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with a yellow plastic cap found in the west line of BRYN MAR ESTATES, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Cabinet P, Page 84, Plat Records, Denton County, Texas for the northeast corner of said Toll Brothers TX, LLC tract;

THENCE South 00 degrees 40 minutes 10 seconds East, with the common east line of said Toll Brothers TX, LLC tract and said west line, a distance of 960.77 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for the common southwest corner of Lot 64X, Block 1 of said Addition and northwest corner of Lot 1X, Block C of WHISPER CREEK, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Document No. 2011-185, Plat Records, Denton County, Texas;

THENCE South 00 degrees 23 minutes 02 seconds East, with the common east line of said Toll Brothers TX, LLC tract and west line of said Lot 1X, a distance of 909.59 feet to a 1/2 inch iron rod with an orange plastic cap found in the north line of MIDDLE SCHOOL #14 ADDITION, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Cabinet V, Page 817, Plat Records, Denton County, Texas for the common southeast corner of said Toll Brothers TX, LLC tract and south corner of said Lot 1X;

THENCE North 89 degrees 34 minutes 42 seconds West, leaving said common line and with the common south line of said Toll Brothers TX, LLC tract and north line of said MIDDLE SCHOOL #14 ADDITION, a distance of 1,312.98 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for the common southwest corner of said Toll Brother TX, LLC tract and a tract of land described in Deed to Ronnie Franklin Hilliard, as recorded in Document Number 20047-31036, Deed Records, Denton County, Texas;

THENCE Northerly, leaving said common line and with the common west line of said Toll Brother TX, LLC tract and east line of said Ronnie Franklin Hilliard tract, the following seven (7) courses and distances:

North 00 degrees 26 minutes 53 seconds West, a distance of 656.07 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 88 degrees 29 minutes 43 seconds West, a distance of 22.36 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 02 degrees 28 minutes 34 seconds West, a distance of 437.32 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the left having a central angle of 02 degrees 03 minutes 33 seconds, a radius of 500.00 feet and a chord bearing and distance of North 80 degrees 00 minutes 14 seconds West, 17.97 feet;

With said curve to the left, an arc distance of 17.97 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 00 degrees 05 minutes 34 seconds West, a distance of 179.48 feet to a 1 inch iron pipe found for corner;

North 03 degrees 29 minutes 07 seconds West, a distance of 80.36 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for the common northeast corner of the above mentioned Ronie Franklin Hilliard tract and southeast corner of a tract of land described in Deed to Ronnie Franklin Hilliard and Shirley Hilliard, as recorded in Volume 564, Page 216, Deed Records, Denton County, Texas;

North 03 degrees 31 minutes 32 seconds West, with the common west line of said Toll Brothers TX, LLC tract and east line of said Ronnie Franklin Hilliard and Shirley Hilliard tract, a distance of 296.49 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the north line of Sherri Lane, a 60.00 foot right-of-way;

THENCE South 89 degrees 31 minutes 32 seconds West, with said north line, a distance of 11.02 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the west line of the above mentioned Toll Brothers TX, LLC tract for the southeast corner of that tract of land described in Deed to Temple Baptist Church, as recorded in Document No. 2001-R0100678, Deed Records, Denton County, Texas;

THENCE North 00 degrees 28 minutes 28 seconds West, leaving said north line and with the common west line of said Toll Brothers TX, LLC tract and east line of said Temple Baptist Church tract, a distance of 180.88 feet to a 1/2 inch iron rod with a red plastic cap found in the south line of Lot 1R, Block A of TEMPLE BAPTIST CHURCH OF FLOWER MOUND

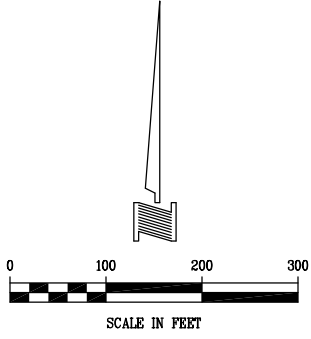
ADDITION, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Cabinet U, Page 454, Plat Records, Denton County, Texas for the common northwest corner of said Toll Brothers TX, LLC tract and northeast corner of said Temple Baptist Church tract;

THENCE North 88 degrees 48 minutes 13 seconds East, leaving said common line and with the common north line of said Toll Brothers TX, LLC tract and said south line, a distance of 660.13 feet to a 1/2 inch iron rod found for the common southeast corner of said Lot 1R and most southerly southwest corner of Lot 2X, Block I of TOWNE VIEW ESTATES – PHASE I, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Cabinet O, Page 338, Plat Records, Denton County, Texas;

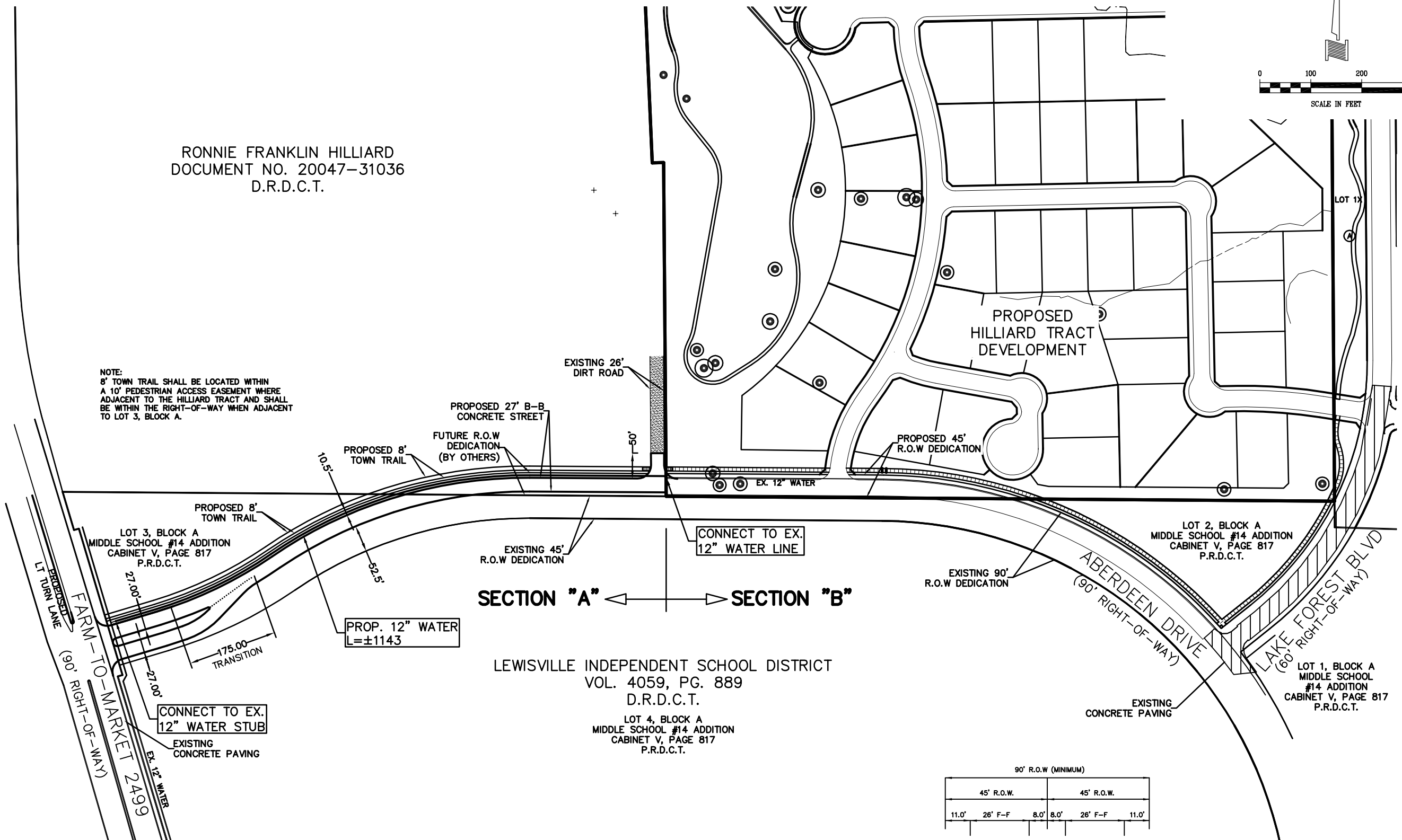
THENCE North 88 degrees 50 minutes 15 seconds East, with the common north line of said Toll Brothers TX, LLC tract and south line of said Lot 2X, a distance of 735.79 feet to the **POINT OF BEGINNING** and containing 57.258 acres of land, more or less.

EXHIBIT "2"
OAKBRIDGE DEVELOPMENT AGREEMENT

RONNIE FRANKLIN HILLIARD
DOCUMENT NO. 20047-31036
D.R.D.C.T.

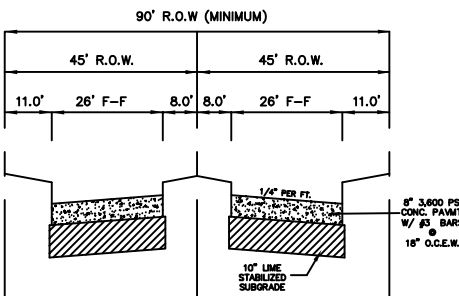


NOTE:
8' TOWN TRAIL SHALL BE LOCATED WITHIN
A 10' PEDESTRIAN ACCESS EASEMENT WHERE
ADJACENT TO THE HILLIARD TRACT AND SHALL
BE WITHIN THE RIGHT-OF-WAY WHEN ADJACENT
TO LOT 3, BLOCK A.



SECTION "A" SECTION "B"

LEWISVILLE INDEPENDENT SCHOOL DISTRICT
VOL. 4059, PG. 889
D.R.D.C.T.
LOT 4, BLOCK A
MIDDLE SCHOOL #14 ADDITION
CABINET V, PAGE 817
P.R.D.C.T.



DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

**PRELIMINARY
OFFSITE ABERDEEN DRIVE**
J. WHITE SURVEY, ABSTRACT NO. 134
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS



TOWN COUNCIL AGENDA ITEM NO. 11

REGULAR ITEM

DATE: February 20, 2017

FROM: Debra Wallace, Deputy Town Manager/CFO *DW*

ITEM: Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2017, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.

BACKGROUND INFORMATION: The Financial Services staff and Hilltop Securities, the Town's financial advisor, request the Town Council's approval of an ordinance authorizing the potential issuance of Certificates of Obligation, Series 2017, ("the Certificates").

In order to efficiently complete the sale, the attached ordinance establishes the following parameters, giving the Town Manager and Deputy Town Manager/CFO the authority to approve all necessary documents and finalize the sale.

Maximum Principal Amount	\$10,000,000
Maximum True Interest Cost	4.00%
Final Maturity Date	September 1, 2026

The Town Manager and Deputy Town Manager/CFO's authorization to complete the sale of the Certificates will expire 180 days after passage of the ordinance.

The Certificates will pay for the contractual obligations incurred for constructing, improving and equipping the Town Hall facility project as approved on the FY 16-17 Five-Year Capital Improvement Program. On August 15, 2016, the Town Council approved a reimbursement resolution for an amount not to exceed \$1,700,000 to fund improvements in accordance with the FY 16-17 CIP.

At the Town Council meeting on January 17, 2017, the Town Council authorized the publication of notice to issue Certificates of Obligation, Series 2017, (the "Certificates") in the principal amount not to exceed \$10,000,000.

The issuance will be conducted as a competitive sale with bids due by 11:00 am February 23, 2017. The Certificates will begin accruing interest on March 15, 2017 (the Dated Date), which the Town will receive upon delivery of the funds on March 21, 2017. The Bank of New York Mellon Trust Company, N.A., will serve as the Paying Agent/Registrar for the Certificates. The preliminary official statement, which discloses details related to issuance of the Certificates and the Town, is available in the Financial Services Department for review.

BOARD REVIEW/CITIZEN FEEDBACK: On August 9, 2016 the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) Board of Directors held a public meeting and approved the annual debt service for the Certificates to be backed by TIRZ #1 revenue.

FISCAL IMPACT: Approximate amount of \$10,000,000

Proposed Expenditure:	Account Number(s):
A maximum of \$10,000,000 in certificates.	Tax Increment Reinvestment Zone revenue will pay debt service

Finance Review by: Debra Wallace, Deputy Town Manager/CFO 

LEGAL REVIEW: The Town's Bond Counsel, Norton Rose Fulbright US LLP, prepared the proposed ordinance of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the proposed ordinance as to form.

ATTACHMENTS:

1. Ordinance authorizing the issuance of Certificates of Obligation, Series 2017
2. Draft Paying Agent/Registrar Agreement

RECOMMENDATION: Move to approve an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2017, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. ____-17

AN ORDINANCE authorizing the issuance of "TOWN OF FLOWER MOUND, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2017"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the Town and a limited pledge of the net revenues derived from the operation of the Town's waterworks and sewer system; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security and delivery of said certificates of obligation; delegating matters relating to the sale and issuance of said certificates to an authorized Town official; and providing an effective date.

WHEREAS, the Town Council of the Town of Flower Mound, Texas, has heretofore determined that certificates of obligation should be issued in the maximum principal amount not to exceed \$10,000,000 for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) constructing and equipping a new Town Hall and the demolition of the current Town Hall and (ii) professional services rendered in connection therewith; and

WHEREAS, a "Notice of Intention to Issue Town of Flower Mound, Texas, Certificates of Obligation" was duly published in *The Denton Record-Chronicle*, a newspaper hereby found and determined to be of general circulation in the Town of Flower Mound, Texas, on January 19, 2017 and January 26, 2017, the date of the first publication of such notice being not less than thirty-one (31) days prior to the tentative date stated therein for the passage and adoption of this Ordinance; and

WHEREAS, no petition protesting the issuance of such certificates of obligation and bearing valid petition signatures of at least 5% of the qualified voters of the Town, has been presented to or filed with the Mayor, Town Secretary or any other official of the Town on or prior to the date of the passage of this Ordinance; and

WHEREAS, the Town Council hereby finds and determines that all of the certificates of obligation described in such notice should be issued and sold at this time in the amount and manner as hereinafter provided; and

WHEREAS, the Town Council by this Ordinance, in accordance with the provisions of Texas Government Code, Chapter 1371, as amended ("Chapter 1371"), delegates to a Pricing Officer (hereinafter designated) the authority to determine the principal amount of the Certificates to be issued and to negotiate the terms of sale thereof; and

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

SECTION 1: Authorization – Designation – Principal Amount – Purpose. Certificates of obligation of the Town shall be and are hereby authorized to be issued in an amount not to exceed the aggregate original principal amount hereinafter set forth to be designated and bear the title "TOWN OF FLOWER MOUND, TEXAS, CERTIFICATES OF OBLIGATION, SERIES

2017” or such other designation as specified in the Pricing Certificate (hereinafter referred to as the “Certificates”), for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) constructing and equipping a new Town Hall and the demolition of the current Town Hall and (ii) professional services rendered in connection therewith, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended and Chapter 1371.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates - Date. The Certificates are issuable in fully registered form only; shall be dated as provided in the Pricing Certificate (the “Certificate Date”) and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on a date certain in each of the years and in principal amounts (the “Stated Maturities”) and bear interest at the per annum rates in accordance with the details of the Certificates as provided in the Pricing Certificate.

The Certificates shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate (calculated on the basis of a 360-day year of twelve 30-day months) and shall be payable in each year, on the dates and commencing on the date, set forth in the Pricing Certificate.

SECTION 3: Delegation of Authority to Pricing Officer. (a) As authorized by Texas Government Code, Section 1371.053, as amended, the Town Manager or the Assistant Town Manager/CFO of the Town (either a “Pricing Officer”) is hereby authorized to act on behalf of the Town in selling and delivering the Certificates and carrying out the other procedures specified in this Ordinance determining the aggregate principal amount of the Certificates, the date of the Certificates, any additional or different designation or title by which the Certificates shall be known, the price at which the Certificates will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Certificates will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the date from which interest on the Certificates will accrue, the interest payment dates, the record date, the price and terms upon and at which the Certificates shall be subject to redemption prior to maturity at the option of the Town, as well as any mandatory sinking fund redemption provisions, determination of the use of a book-entry-only securities clearance, settlement and transfer system, the terms of any bond insurance applicable to the Certificates, including any modification of the continuing disclosure undertaking contained in Section 32 hereof as may be required by the purchasers of the Certificates in connection with any amendments to Rule 15c2-12, and all other matters relating to the issuance, sale and delivery of the Certificates, all of which shall be specified in the Pricing Certificate, provided that:

- (i) the aggregate original principal amount of the Certificates shall not exceed \$10,000,000;
- (ii) the maximum true interest cost for the Certificates shall not exceed 4.00%; and
- (iii) the maximum maturity date of the Certificates shall not exceed September 1, 2026.

The execution of the Pricing Certificate shall evidence the sale date of the Certificates by the Town to the Purchasers (hereinafter defined).

If the Pricing Officer determines that bond insurance results in a net reduction of the Town's interest costs associated with the Certificates, then the Pricing Officer is authorized, in connection with effecting the sale of the Certificates, to make the selection of the municipal bond insurance company for the Certificates (the "Insurer") and to obtain from the Insurer a municipal bond insurance policy in support of the Certificates. The Pricing Officer shall have the authority to determine the provisions of the commitment for any such policy and to execute any documents to affect the issuance of said policy by the Insurer.

(b) In establishing the aggregate principal amount of the Certificates, the Pricing Officer shall establish an amount not exceeding the amount authorized in subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which the Certificates are authorized and to pay costs of issuing the Certificates. The delegation made hereby shall expire if not exercised by the Pricing Officer within one (1) year of the date of the adoption of this Ordinance. The Certificates shall be sold to the purchaser(s)/underwriter(s) named in the Pricing Certificate (the "Purchasers"), at such price and with and subject to such terms as set forth in the Pricing Certificate and the Purchase Contract (hereinafter defined), and may be sold by negotiated or competitive sale or by private placement. The Pricing Officer is hereby delegated the authority to designate the Purchasers, which delegation shall be evidenced by the execution of the Pricing Certificate.

SECTION 4: Terms of Payment-Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, exchange and transfer of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the Town by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the Town may prescribe. The Mayor or Mayor Pro Tem and Town Secretary are hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Certificates. The Town covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the Town agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates, shall be payable at the Stated Maturities or the redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices initially in East Syracuse, New York, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holder

whose name appears in the Security Register at the close of business on the Record Date (the record date specified in the Pricing Certificate) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5: Registration - Transfer - Exchange of Certificates Predecessor Certificates. The Paying Agent/Registrar shall obtain, record and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance or, if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate (other than the Initial Certificate authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates, executed on behalf of, and furnished by, the Town, of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holders, Certificates (other than the Initial Certificate authorized in Section 8 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates, executed on behalf of, and furnished by the Town, to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by United States

mail, first class postage prepaid, to the Holder and, upon the registration and delivery thereof, the same shall be valid obligations of the Town, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to Section 25 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

Neither the Town nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained herein relating to the payment and transfer/exchange of the Certificates, the Town hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the Town and DTC (the "Depository Agreement").

In the event the Pricing Officer elects to utilize DTC's "Book-Entry-Only" System, which election shall be made by the Pricing Officer in the Pricing Certificate, pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general, or in the event the Town decides to discontinue use of the system of book entry transfers through DTC, the Town covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register

maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 4 and 5 hereof.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the Town by the Mayor or the Mayor Pro tem under its seal reproduced or impressed thereon and countersigned by the Town Secretary. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of said individuals who are or were the proper officers of the Town on the Certificate Date shall be deemed to be duly executed on behalf of the Town, notwithstanding that such individuals or any of them shall cease to hold such offices prior to the delivery of the Certificates to the initial purchaser(s), and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided by Texas Government Code, Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

SECTION 8: Initial Certificate. The Certificates herein authorized shall be initially issued as a single fully registered certificate in the total principal amount with principal installments to become due and payable as provided in the Pricing Certificate and numbered T-1 (hereinafter called the "Initial Certificate") and the Initial Certificate shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate shall be the Certificate submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and to be completed and modified with the information set forth in the Pricing Certificate may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with bond insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the Town or

determined by the Pricing Officer. The Pricing Officer shall set forth the final and controlling forms and terms of the Certificates. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The Certificates, including the Initial Certificate, shall be typewritten, printed, lithographed, or photocopied, or produced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

(b) Form of Definitive Certificate.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
TOWN OF FLOWER MOUND, TEXAS
CERTIFICATE OF OBLIGATION
SERIES 2017

Certificate Date:
_____, 2017

Interest Rate:
_____ %

Stated Maturity:
_____, ____

CUSIP No.:

Registered Owner:

Principal Amount: _____ DOLLARS

The Town of Flower Mound (hereinafter referred to as the "Town"), a body corporate and municipal corporation in the Counties of Denton and Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount stated above [(without right of prior redemption)] [(or so much thereof as shall not have been paid upon prior redemption)] and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date, in which case it shall bear interest from _____) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 of each year, commencing _____ 1, 20____, until maturity [or prior redemption] of this Certificate. Principal of this Certificate is payable at its Stated Maturity or redemption to the registered owner hereof upon presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while the Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the fifteenth day of the month next preceding each interest payment date and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to

the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$_____ to be designated and bear the title "TOWN OF FLOWER MOUND, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2017" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) constructing and equipping a new Town Hall and the demolition of the current Town Hall and (ii) professional services rendered in connection therewith, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an ordinance adopted by the Town Council of the Town (herein referred to as the "Ordinance").

[The Certificates having Stated Maturities on and after ____ 1, 20____ may be redeemed prior to their Stated Maturities, at the option of the Town, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on ____ 1, 20____, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the Town shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the Town and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the Town, be conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the Town shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.]

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the Town and are additionally payable from and secured by a lien on and limited pledge of the Net Revenues (as defined in the Ordinance) of the Town's combined waterworks and sewer system (the "System"), such lien and pledge being limited to the amount of \$1,000 and being junior and subordinate to the lien on and pledge of the Net Revenues of the System securing the payment of "Prior Lien Bonds" (identified and defined in the Ordinance) now outstanding and hereafter issued by the Town. In the Ordinance, the Town reserves and retains the right to issue Prior Lien Bonds while the Certificates are outstanding without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise, as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the Holder by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the Net Revenues of the System pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the limited pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Town and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The Town and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date

as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the Town nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and covenanted that the Town is duly organized and legally incorporated under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the Town have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a pledge of the Net Revenues of the System as aforesated. In case any provision in this Certificate or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Town Council of the Town has caused this Certificate to be duly executed under the official seal of the Town as of the Certificate Date.

TOWN OF FLOWER MOUND, TEXAS

[Mayor][Mayor Pro Tem]

COUNTERSIGNED:

Town Secretary

(TOWN SEAL)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on the Initial Certificate only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

ORDINANCE NO. ____-17

PAGE 11

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS

THE STATE OF TEXAS

(
(
(REGISTER NO. _____
(

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within-mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar located in East Syracuse, New York is the Designated Payment/Transfer Office for this Certificate.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., Dallas, Texas,
as Paying Agent/Registrar

Registration Date:

By: _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto
(Print or typewrite name, address, and zip code of transferee:)

(Social Security or other identifying number: _____)
 the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints
 _____ attorney to transfer the within Certificate on the books kept
 for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this
 assignment must correspond with the
 name of the registered owner as it
 appears on the face of the within
 Certificate in every particular.

(f) The Initial Certificate shall be in the form set forth in paragraph (b) of this Section, except that the heading and first paragraph shall be modified as follows:

REGISTERED:
 NO. T-1

REGISTERED:
 \$ _____

UNITED STATES OF AMERICA
 STATE OF TEXAS
 TOWN OF FLOWER MOUND, TEXAS,
 CERTIFICATE OF OBLIGATION
 SERIES 2017

Certificate Date: _____, 2017

Registered Owner:

Principal Amount: _____ DOLLARS

The Town of Flower Mound (hereinafter referred to as the "Town"), a body corporate and municipal corporation in the Counties of Denton and Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the above stated Principal Amount on _____ 1 in each of the years and in principal installments in accordance with the following schedule:

<u>YEAR</u>	<u>PRINCIPAL INSTALLMENTS</u>	<u>INTEREST RATE</u>
-------------	-----------------------------------	--------------------------

(Information to be inserted from the Pricing Certificate).

[(or so much thereof as shall not have been redeemed prior to maturity)][(without right of prior redemption)] and to pay interest on the unpaid Principal Amount from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest

payment date, in which case it shall bear interest from the _____) at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 of each year, commencing _____ 1, 20____, until maturity [or prior redemption] of this Certificate. Principal installments of this Certificate are payable at the year of maturity or on a redemption date to the registered owner hereof by The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Paying Agent/Registrar"), upon presentation and surrender at its designated offices in East Syracuse, New York, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the fifteenth day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appear herein without qualifying language, are defined to mean as follows:

(a) The term "Additional Certificates" shall mean tax and revenue obligations hereafter issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, or other law and payable from ad valorem taxes and additionally payable from and secured by a lien on and pledge of the Net Revenues of the System on a parity with and of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

(b) The term "Certificate Fund" shall mean the special Fund created and established under the provisions of Section 11 of this Ordinance.

(c) The term "Certificates" shall mean the "Town of Flower Mound, Texas, Certificates of Obligation, Series 2017" authorized by this Ordinance.

(d) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the Town become delinquent.

(e) The term "Fiscal Year" shall mean the twelve month period ending on September 30 of each year.

(f) The term "Net Revenues" shall mean the gross revenues of the System, less the expense of operation and maintenance, including all salaries, labor, materials, interest, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the Town Council, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the Town and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the security of any obligations payable from and secured by a lien on the Net Revenues of the System, shall be deducted in determining "Net Revenues".

(g) The term "Outstanding" when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates deemed to be duly paid by the Town in accordance with the provisions of Section 24 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 25 hereof.

(h) The term "Prior Lien Bonds" shall mean all bonds or other similar obligations now outstanding and hereafter issued that are payable from and secured by a lien on and pledge of the Net Revenues of the System, which is prior in right and claim to the lien on and pledge of the Net Revenues securing the payment of the Certificates.

(i) The term "System" shall mean the Town's combined waterworks and sewer system, including all properties (real, personal or mixed and tangible or intangible) owned, operated, maintained and vested in the Town for the supply, treatment and distribution of treated water for domestic commercial, industrial and other uses and the together with all future additions, extensions replacements and improvements thereto.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account on the books of the Town to be designated "SPECIAL 2017 TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND," and all moneys deposited to the credit of such account shall be kept and maintained in a banking fund maintained at the Town's depository. The Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager, Assistant Town Manager/CFO or Town Secretary, individually or collectively, are hereby authorized and directed to make withdrawals from the Certificate Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the Town, be invested in obligations identified in, and in accordance with the provisions of the Town's Investment Policy as the same may be amended from time to time and the "Public Funds Investment Act" relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from said Fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied, within the limitations prescribed by law, for the current year and each succeeding year thereafter while said Certificates or any interest thereon shall remain Outstanding, a sufficient tax on each one hundred dollars' valuation of taxable property in said Town, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The Town Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the Town for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the Town Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the Town Council shall determine:

(1) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues of the System appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Net Revenues of the System, and any other lawfully available revenues which are appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3)

above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 13: Limited Pledge of Net Revenues. The Town hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the System to the payment and security of Prior Lien Bonds, the Net Revenues of the System in the amount of \$1,000 are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on the Certificates, and the limited pledge of \$1,000 of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System until such time as the Town shall pay all of such \$1,000, after which time the pledge shall cease. Furthermore, such lien on and pledge of the Net Revenues securing the payment of the Certificates shall be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act; all as provided in Texas Government Code, Chapter 1208, as amended.

Texas Government Code, Section 1208, as amended, applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the Town under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the Town under this Section 13 is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the Town agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 14: Revenue Fund. The Town hereby covenants and agrees that so long as the pledge of the Net Revenues is made to the payment of the Certificates all revenues derived from the operation of the System shall be kept separate and apart from all other funds, accounts and moneys of the Town, and all such revenues shall be deposited as collected into the "Town of Flower Mound, Texas, Waterworks and Sewer System Revenue Fund" (heretofore created and established and hereinafter called the "Revenue Fund"). All moneys deposited to the credit of the Revenue Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of the reasonable and proper operating and maintenance expenses as defined herein or required by statute to be a first charge on and claim against the gross revenues of the System.

Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Bonds in accordance with the terms and provisions of any ordinance authorizing the issuance of Prior Lien Bonds.

Third: To the payment, equally and ratably, of the limited amounts required to be deposited in the special funds and accounts created and established for the payment of the debt service requirements of the Certificates (the Certificate Fund) and Additional Certificates.

Any Net Revenues remaining in the Revenue Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other Town purpose now or hereafter permitted by law.

SECTION 15: Deposits to Certificate Fund. Subject to the provisions of Section 13 hereof, the Town hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Net Revenues of the System in the Revenue Fund, the amount of Net Revenues of the System pledged to the payment of the Certificates.

The Town covenants and agrees that the amount of pledged Net Revenues of the System (\$1,000), together with other lawfully available revenues appropriated by the Town for payment of the debt service requirements on the Certificates and ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Special Covenants. The Town hereby further covenants as follows:

(1) It has the lawful power to pledge the Net Revenues of the System supporting this issue of Certificates and has lawfully exercised said powers under the Constitution and laws of the State of Texas, including said power existing under Texas Government Code, Chapter 1502, as amended, and Texas Local Government Code, Sections 271.041, et seq., as amended.

(2) Other than for the payment of the Prior Lien Bonds and the Certificates, the Net Revenues of the System are not pledged to the payment of any debt or obligation of the Town or of the System.

SECTION 18: Issuance of Prior Lien Bonds and Additional Certificates. The Town hereby expressly reserves the right to hereafter issue Prior Lien Bonds, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, and also reserves the right to issue Additional Certificates which, together with the Certificates, shall be secured by a parity lien on and pledge of the Net Revenues of the System.

SECTION 19: Application of Prior Lien Bonds Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Bonds, and to the extent of any irreconcilable conflict between the provisions contained herein and in

the ordinances authorizing the issuance of the Prior Lien Bonds, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Bonds. Notwithstanding the above, any change or modification affecting the application of revenues derived from the operation of the System shall not impair the obligation of contract with respect to the pledge of revenues herein made for the payment and security for the Certificates.

SECTION 20: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager, Assistant Town Manager/CFO and Town Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Town all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Certificates. In addition, prior to the initial delivery of the Certificates, the Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager, Assistant Town Manager/CFO, or Bond Counsel to the Town are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the Town whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 21: Notices to Holders Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 22: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Town, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Town may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the Town may have acquired in any manner whatsoever, and all Certificates so delivered shall be

promptly canceled by the Paying Agent/Registrar. All canceled Certificates held by the Paying Agent/Registrar shall be returned to the Town.

SECTION 23: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“*Closing Date*” means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The Town shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Town receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such

covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the Town shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Town shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the Town or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Town shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the Town shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the Town shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The Town shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The Town shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the Town may commingle Gross Proceeds of the Certificates with other money of the Town, provided that the Town separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the Town shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The Town shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the Town shall pay to the United States from the general fund, other appropriate fund, or if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Certificate Fund, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The Town shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not, at any time

prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The Town hereby directs and authorizes the Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager and Assistant Town Manager/CFO, either or any combination of them to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Qualified Tax-Exempt Obligations. The Pricing Officer is hereby authorized to designate in the Pricing Certificate the designation of the Certificates as "qualified tax-exempt obligations" in accordance with the provisions of the paragraph (3) of subsection (b) of Section 265 of the Code in the event the Certificates qualify for such designation and confirm that the Certificates are not "private activity bonds" as defined in the Code and confirm the amount of "tax-exempt obligations" to be issued by the Town (including all subordinate entities of the Town) for the calendar year in which the Certificates are issued will not exceed the applicable limitation.

SECTION 24: Satisfaction of Obligations of Town. If the Town shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and the Net Revenues of the System (to the extent such limited pledge of Net Revenues shall not have been discharged or terminated by prior payment of principal of or interest on the Certificates) and all covenants, agreements, and other obligations of the Town to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section ("Defeased Certificates") when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/ Registrar have been made) the redemption date thereof. At such time as Certificates shall be deemed to be Defeased Certificates hereunder, as aforesaid, such Certificates and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the taxes or revenues levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Government Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem the Defeased Certificates that is made in conjunction with the payment arrangements specified in (i)

or (ii) above in this paragraph shall not be irrevocable, provided that in the proceedings providing for such payment arrangements, the Town: (1) expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the registered owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes. The Town covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the Town or deposited as directed by the Town. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the Town be remitted to the Town against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the Town shall be subject to any applicable unclaimed property laws of the State of Texas.

Unless otherwise modified by the Pricing Officer, the term "Government Securities" as used herein, means (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the Town are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date of their acquisition or purchase by the Town, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Certificates under the then applicable laws of the State of Texas.

SECTION 25: Mutilated, Destroyed, Lost, and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the Town and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the Town and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 26: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the Town, and shall not be amended or repealed by the Town so long as any Certificate remains Outstanding except as permitted in this Section and Section 32 hereof. The Town, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Town may, with the written consent of Holders holding a majority in aggregate principal amount of the Certificates and Additional Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 27: Sale of the Certificates – Official Statement. The Certificates authorized by this Ordinance are to be sold by the Town to the Purchasers in accordance with a bond purchase agreement in the event of a negotiated sale, letter agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable (the “Purchase Contract”), the terms and provisions of which Purchase Contract are to be determined by the Pricing Officer in accordance with Section 3 hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the Town, as the act and deed of this Council, and to make a determination as to whether the terms are in the Town’s best interests, which determination shall be final.

With regard to such terms and provisions of the Purchase Contract, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Certificates;
2. The details of any public offering of the Certificates by the Purchasers, if any;
3. The details of any Official Statement or similar disclosure document (and, if appropriate, any Preliminary Official Statement) relating to the Certificates and the Town’s Rule 15c2-12 compliance, if applicable;
4. A security deposit for the Certificates, if any;
5. The representations and warranties of the Town to the Purchasers;

6. The details of the delivery of, and payment for, the Certificates;
7. The Purchasers' obligations under the Purchase Contract;
8. The certain conditions to the obligations of the Town under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the Town;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Certificates.

The Mayor or Mayor Pro Tem and Town Secretary of the Town and the Pricing Officer are each further authorized and directed to deliver for and on behalf of the Town copies of a Preliminary Official Statement and Official Statement prepared in connection with the offering of the Certificates by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement as delivered by said officials shall constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 28: Proceeds of Sale. The proceeds of sale of the Certificates excluding accrued interest, if any, received from the Purchasers, and amounts to pay costs of issuance and any additional proceeds to be deposited to the Certificate Fund as specified in the Pricing Certificate, shall be deposited in a fund maintained at a Town depository bank (the "Construction Fund"). Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including specifically guaranteed investment contracts permitted by Texas Government Code, Section 2256.015, et seq., and the Town's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the Town Council. Accrued interest, if any, received from the Purchasers as well as proceeds of sale, including investment earnings thereon, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

SECTION 29: Control and Custody of Certificates. The Mayor or Mayor Pro Tem of the Town shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate pending the approval thereof by the Attorney General and its registration thereof by the Comptroller of Public Accounts.

Furthermore, the Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager, Assistant Town Manager/CFO and Town Secretary individually or collectively, are hereby authorized and directed to furnish and execute such documents and certifications relating to the Town and the issuance of the Certificates, including a certification as to facts, estimates, circumstances and reasonable expectations pertaining to the use and expenditure and investment of the proceeds of the Certificates as may be necessary for the approval of the Attorney General and their registration by the Comptroller of Public Accounts. In addition, such

officials, together with the Town's financial advisor, bond counsel and the Paying Agent/Registrar, are authorized and directed to make the necessary arrangements for the delivery of the Initial Certificate to the initial purchasers.

SECTION 30: Bond Counsel's Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, Bond Counsel to the Town, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with The Depository Trust Company or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-only system shall be discontinued.

SECTION 31: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the Town nor attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 32: Continuing Disclosure Undertaking. This Section shall apply unless the Pricing Officer determines in the Pricing Certificate that an undertaking is not required pursuant to the Rule (defined below).

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

The Town shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning with the year stated in the Pricing Certificate, financial information and operating data with respect to the Town of the general type included in the Official Statement approved by the Pricing Officer and described in the Pricing Certificate, and (2) if not provided as part of such financial information and operating data, audited financial statements of the Town within twelve months after the end of each fiscal year, when and if available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the Town may be required to employ from time to time pursuant to state law or regulation, and audited, if the Town commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not available by the required time, the Town will file unaudited financial statements within such twelve-month period and audited financial statements when and if such audited financial statements become available.

If the Town changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Town otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet web site or filed with the SEC.

(c) Notice of Certain Events.

The Town shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Town, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the Town or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding subsection (c)(12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Town in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Town, or if such jurisdiction has been assumed by leaving the existing governing body and officials or

officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Town.

The Town shall notify the MSRB, in a timely manner, of any failure by the Town to provide financial information or operating data in accordance with Subsection (b) of this Section of this Ordinance by the time required by such Section.

(d) Filings with the MSRB.

All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments.

The Town shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Town remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Town in any event will give the notice required by Subsection (c) of this Section of any Certificate calls and defeasance that cause the Town to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Town undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the Town does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the Town's financial results, condition, or prospects; nor does the Town undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the Town does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE TOWN BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE TOWN, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the Town in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Town under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the Town from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Town, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the Town (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the Town if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the Town's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the Town so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 33: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the Town, the Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the Town, the Paying Agent/Registrar and the Holders.

SECTION 34: Inconsistent Provisions. All ordinances, orders, or resolutions, or parts thereof which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 35: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 36: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 37: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 38: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 39: Incorporation of Findings and Determinations. The findings and determinations of the Town Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 40: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 41: Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

[Remainder of page intentionally left blank]

DULY PASSED AND APPROVED BY THE TOWN COUNCIL ON FEBRUARY 20, 2017.

TOWN OF FLOWER MOUND, TEXAS

Thomas E. Hayden, MAYOR

(Town Seal)

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM:

Bryn Meredith, TOWN ATTORNEY

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of _____, 2017 (this "Agreement"), by and between The Bank of New York Mellon Trust Company, N.A., a banking association duly organized and existing under the laws of the United States of America (the "Bank") and the Town of Flower Mound, Texas (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "Town of Flower Mound, Texas, Certificates of Obligation, Series 2017 (the "Securities"), dated _____, 2017, such Securities scheduled to be delivered to the initial purchasers thereof on or about _____, 2017; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Financial Advisor” means Hilltop Securities Inc.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

<u>First Class/Registered/Certified</u>	<u>Express Delivery/Courier</u>	<u>By Hand Only</u>
The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust P.O. Box 396 East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust 111 Sanders Creek Pkwy. East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust Corporate Trust Window 101 Barclay Street, 1st Floor East New York, NY 10286

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such

other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction,

consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, the Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become

due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

In the event the Bank becomes involved in litigation in connection with this Section, the Issuer, to the extent permitted by law, agrees to indemnify and save the Bank harmless from all loss, cost, damages, expenses, and attorney fees suffered or incurred by the Bank as a result. The obligations of the Bank under this Agreement shall be performable at the principal corporate office of the Bank in the City of Dallas, Texas.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By: _____

Title: _____

Attest:

Address: 2001 Bryan Street, 11th Floor
Dallas, Texas 75201

Title: _____

[signature page to Paying Agent/Registrar Agreement – signatures continue on next page]

TOWN OF FLOWER MOUND, TEXAS

By: _____
Mayor

Address: 2121 Cross Timbers Road
Flower Mound, Texas 75028

ATTEST:

Town Secretary

[signature page to Paying Agent/Registrar Agreement]

ANNEX A



TOWN COUNCIL AGENDA ITEM NO. 12

REGULAR ITEM

DATE: February 20, 2017

FROM: Alora Wachholz, Interim Director of Economic Development

ITEM: Public Hearing to consider approval of a Chapter 380 Agreement between the Town of Flower Mound and Yeager Properties, Inc.

BACKGROUND INFORMATION: This item is for approval of a Chapter 380 Agreement with Yeager Properties, Inc. (Yeager) to construct an office and retail facility in Flower Mound. The Indiana-based company is family owned and managed and has been building and operating executive office and retail campus developments since 2005; initially with seven Indiana locations and now in North Texas with three existing developments and a fourth currently under construction. Yeager provides lease space, support, and programming to mentor and incubate new and small businesses in the region while providing opportunities to engage and develop the communities they serve. The company is considering purchase of an approximately 6 acre site located at 3611 Cross Timbers Road for the construction of their newest DFW location, which would include 48,415 square feet of office suite space and 8,665 square feet of retail. The development would include one to two restaurants, would increase the existing property value by more than \$10 million, and would provide accommodation for an estimated 400 business owners and employees, as well as more than \$3 million in annual retail sales tax revenues. The Chapter 380 Agreement presented would provide a rebate for 100% of impact fees assessed by the Town of Flower Mound for initial construction of the development, at an approximate value of \$106,274. Incentive costs are rebated dollars solely comprised from impact fees assessed on the development in question and are not costs borne up-front by the Town without completion of assigned terms of development by Yeager.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: Estimated impact fee rebate of \$106,274

Finance Review by: Debra Wallace, Deputy Town Manager/CFO *DW*

LEGAL REVIEW: Drew Larkin with Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Chapter 380 Agreement as to form and legality

ATTACHMENTS:

1. Yeager Chapter 380 Agreement
2. Yeager Cost-Benefit
3. Yeager Site Map

RECOMMENDATION: Move to approve a Chapter 380 Agreement between the Town of Flower Mound and Yeager Properties, Inc., and authorize the Mayor to execute same on behalf of the Town.

**CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE TOWN OF FLOWER MOUND, TEXAS
AND
YEAGER PROPERTIES, INC.**

This Chapter 380 Economic Development Agreement (“**Agreement**”) is made by and between the Town of Flower Mound, Texas (“**Town**”) and Yeager Properties, Inc., a Texas corporation (“**Company**”). Town and Company are sometimes hereafter referred to individually as a “party” and collectively as the “parties.”

RECITALS

WHEREAS, the Company desires to construct a facility on property located within the Town; and

WHEREAS, the new facility to be constructed will contain approximately 48,415 square feet of new office and retail space; and

WHEREAS, the Company has advised Town that a contributing factor in constructing the new facility within the Town would be an agreement by the Town to provide an economic development grant as set forth herein; and

WHEREAS, the Town is authorized by Article 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the Town; and

WHEREAS, the Town has determined that making an economic development grant to the Company in accordance with this Agreement will further the objectives of the Town, benefit the Town and the Town’s inhabitants, and promote economic development and stimulate business and commercial activity in the Town.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions set forth below, and other valuable consideration, the receipt and sufficiency which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

For purposes of this Agreement, each of the following terms shall have the meanings set forth below unless the context clearly indicates otherwise:

“Bankruptcy or Insolvency” shall mean the dissolution or termination of a party’s existence as a going business, insolvency, appointment of receiver for any part of such party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“CO Date” shall mean the date a certificate of occupancy is issued by the Town for the occupancy of the Facility by Company.

“Company” shall mean Yeager Properties, Inc., a Texas corporation.

“Completion of Construction” means that the City has issued the certificate of occupancy for the Facility.

“Effective Date” shall mean the last date this Agreement is executed by the parties.

“Expiration Date” shall mean the date the parties have satisfied their obligations in Sections 3 and 4 of this Agreement.

“Facility” means a 48,415 square foot building to be constructed on the Real Property.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

“Grant” shall mean an economic development grant from Town in an amount equal to 100% of the Town impact fees (water, wastewater, and road) paid by Company and received by Town, which are attributable to the construction of the Facility.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company or any property or any business owned by Company within the Town.

“Payment Request” shall mean a written request from Company to Town for payment of the Grant, which request shall be accompanied by evidence reasonably satisfactory to Town to establish that Company is in compliance with this Agreement. The Payment Request must be submitted in accordance with the notice provisions of this Agreement.

“Real Property” shall collectively mean the land and buildings located at 3611 Cross Timbers Road, Flower Mound, Texas and as more particularly described as Tract 1 in the limited warranty deed recorded as Instrument No. 2015-141304, of the Real Property Records of Denton County, Texas.

“Related Agreement” shall mean any agreement (other than this Agreement) by and between Town and Company.

“Taxable Value” shall mean the appraised value as certified by the Denton County Appraisal District.

“Term” shall have the meaning as defined in Article 2 of this Agreement.

“Town” shall mean the Town of Flower Mound, Texas.

ARTICLE 2 PROGRAM AND TERM

2.1 Program. A program authorized under Chapter 380 of the Texas Local Government Code is hereby established to bring the Company to the Town. The terms of this Agreement shall implement the program.

2.2 Term. The term of this Agreement (“**Term**”) will commence on the Effective Date and will continue until the Expiration Date, unless sooner terminated as provided herein.

ARTICLE 3 COMPANY OBLIGATIONS

The obligation of Town to pay the Grant shall be conditioned upon the compliance and satisfaction by Company of the terms and conditions of this Agreement and each of the conditions set forth in this Article 3.

3.1 Good Standing. Company shall not have an uncured breach or default of this Agreement or a Related Agreement.

3.2 Completion of Construction. Company agrees to design and construct, or cause to be designed and constructed, the Facility. Company must, subject to the events of Force Majeure, achieve Completion of Construction on or before December 31, 2019.

3.3 Minimum Taxable Value. Company agrees that on January 1 of the calendar year immediately following the CO Date, the total Taxable Value of the Real Property (as improved by the Facility, but excluding land value) will be at least \$10,000,000. The parties acknowledge that the Company will be entitled to the Grant, subject to section 5.2, prior to the Denton County Appraisal District certifying the Taxable Value of the Real Property.

ARTICLE 4 TOWN INCENTIVES

4.1 Grant. Provided Company has achieved Completion of Construction, and subject to Company’s continued satisfaction of all the terms and conditions of this Agreement, the Town agrees to pay Company the Grant within 30 days after the Town’s receipt of the Payment Request.

ARTICLE 5 TERMINATION; OFFSET

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of the parties;

(b) upon written notice by either party, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;

(c) upon written notice by Town, if any Impositions owed to Town or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such taxes or Impositions);

(d) upon written notice by Town, if Company suffers an event of Bankruptcy or Insolvency; or

(e) upon written notice by either party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 Repayment. In the event this Agreement is terminated by Town pursuant to Section 5.1 (b), (c), or (d), Company shall immediately refund to Town an amount equal to the amount of the Grant that has been provided by Town to Company prior the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by Town) as its prime or base commercial lending rate, from the Effective Date until paid. The repayment obligation of Company set forth in this Section 5.2 hereof shall survive termination of this Agreement.

5.3 Offsets. Town may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to Town from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether or not the debt due Town has been reduced to judgment by a court.

ARTICLE 6 MISCELLANEOUS

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto.

6.2 Limitation on Liability. It is understood and agreed between the parties that Company and Town, in satisfying the conditions of this Agreement, have acted independently, and Town assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.

6.4 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for Town, to:

Town of Flower Mound, Texas
Attn: Economic Development Director
2121 Cross Timbers Rd.
Flower Mound, TX 75028

If intended for Company, to:

Yeager Properties, Inc.
Attn: _____

6.6 Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in Denton County, Texas.

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

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

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

6.11 Successors and Assigns. This Agreement may not be assigned without the prior written consent of the Town.

6.12 Recitals. The recitals to this Agreement are incorporated herein.

6.13 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

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

6.15 Employment of Undocumented Workers. During the term of this Agreement, Company agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f) Company shall repay the Grant herein and any other funds received by Company from Town as of the date of such violation within one hundred twenty (120) days after the date Company is notified by Town of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid.

6.16 Consequential Damages. The parties agree that the parties will never be liable under this Agreement for consequential damages (including lost profits) or exemplary damages.

6.17 Attorneys' Fees. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

TOWN OF FLOWER MOUND, TEXAS

Tom Hayden, Mayor

Date: _____

YEAGER PROPERTIES, INC.,
a Texas corporation

By: _____

Name: _____

Title: _____

Date: _____

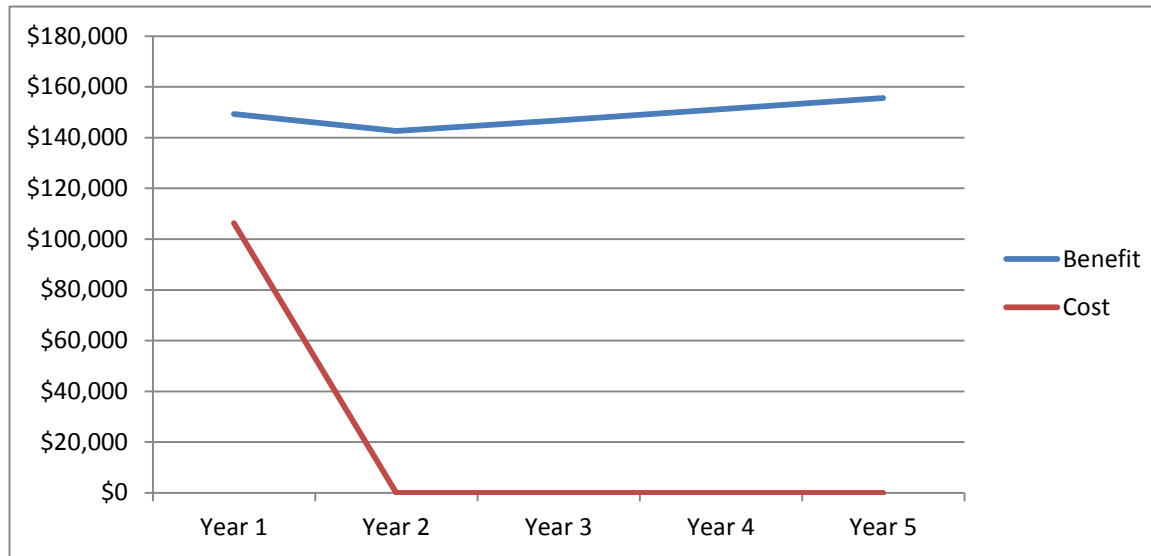
Yeager Cost-Benefit

Benefit		Year 1	Year 2	Year 3	Year 4	Year 5	Total
+3% rate	Real Property Value	\$13,000,000	\$13,390,000	\$13,791,700	\$14,205,451	\$14,631,615	
	Real Property Tax Revenue	\$57,070	\$58,782	\$60,546	\$62,362	\$64,233	\$302,992
+1% rate	Business Personal Property Value	500,000	505,000	510,050	515,151	520,302	
	Business Personal Property Tax Revenue	\$2,195	\$2,217	\$2,239	\$2,262	\$2,284	\$11,197
+3% rate	Annual Taxable Sales	\$3,500,000	\$4,078,800	\$4,201,164	\$4,327,199	\$4,457,015	
	Annual Taxable Sales Revenue	\$70,000	\$81,576.00	\$84,023.28	\$86,543.98	\$89,140.30	\$411,284
	Building Permit Fees	\$20,000					

Cost		Year 1	Year 2	Year 3	Year 4	Year 5	Total
100%	Impact Fee Rebate	\$106,274	\$0	\$0	\$0	\$0	\$106,274

**Cost estimate provided by
Engineering Services*

Analysis		Year 1	Year 2	Year 3	Year 4	Year 5	Total
Benefit		\$149,265	\$142,575	\$146,808	\$151,167	\$155,657	\$745,473
Cost		\$106,274	\$0	\$0	\$0	\$0	\$106,274
Net Benefit		\$42,992	\$142,575	\$146,808	\$151,167	\$155,657	\$639,199





Google Earth



Property: Property view



REGULAR ITEM NO. 13

DATE: February 20, 2017

FROM: Chuck Russell, Town Planner

ITEM: Public Hearing to consider a request for rezoning (MU17-0001 – Lakeside DFW) to amend the Lakeside DFW Development Code by amending Section 7.1.B(2), "Unrestricted Materials," to add EIFS as an Unrestricted Material applicable only to the Lakeside Tower development, and by amending Section 8, "Signage Standards," to allow for signs on construction cranes located within the MU-TEN and MU-C(3) Subzones, as well as amending certain wall sign regulations, and to consider adopting an ordinance providing for said amendment. The property is generally located west of Long Prairie Road along both sides of Lakeside Parkway *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its February 13, 2017, meeting.)*

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. During the P&Z public hearing, concerns were raised regarding lighting of the proposed construction crane sign, communication between the homeowners in Lakeside DFW and the applicant, and the impact of changing the sign regulations on the entire Lakeside DFW district versus the individual building that was the subject of the applicant's presentation. The following amendments were added by the Commission as part of their recommendation:

- Move to recommend approval of MU17-0001 – Lakeside DFW as written, except to exclude the lighting to the crane sign and to make the wall sign variance applicable only for the building mentioned in the application located at 901 Long Prairie Road.

The attached ordinance reflects the changes recommended by P&Z. Additional correspondence not included in the P&Z agenda packet has been attached as Attachment 3.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Additional Correspondence

DRAFT MOTION: Move to approve a request for rezoning (MU17-0001 – Lakeside DFW) to amend the Lakeside DFW Development Code by amending Section 7.1.B(2), "Unrestricted Materials," to add EIFS as an Unrestricted Material applicable only to the Lakeside Tower development, and by amending Section 8, "Signage Standards," to allow for signs on construction cranes located within the MU-TEN and MU-C(3) Subzones, as well as amending certain wall sign regulations, and adopt an ordinance providing for said amendment.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 5

DATE: February 13, 2017

FROM: Chuck Russell, Town Planner

ITEM: Public Hearing to consider a request for rezoning (MU17-0001 – Lakeside DFW) to amend the Lakeside DFW Development Code by amending Section 7.1.B(2), “Unrestricted Materials,” to add EIFS as an Unrestricted Material applicable only to the Lakeside Tower development, and by amending Section 8, “Signage Standards,” to allow for signs on construction cranes located within the MU-TEN and MU-C(3) Subzones as well as amending certain wall sign regulations. The property is generally located west of Long Prairie Road along both sides of Lakeside Parkway.

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 Lakeside DFW development standards as described in the caption above as well as in more detail below. The Lakeside DFW development encompasses approximately 156 acres and is zoned Mixed Use District-1 (MU-1). Ordinance No. 63-12, which established MU-1 and was approved by the Town Council on November 19, 2012, provides a comprehensive and prescriptive level of performance standards with respect to all elements of the built environment within the mixed use project, while at the same time allowing more flexibility than conventional zoning.

A. Request to Amend Building Materials

This request is specific to the Lakeside Condo Tower project that is currently under construction at the southwest corner of Lakeside Parkway and Edgemere Road. The approved elevations for the 15 story condo tower indicated that stucco would be the primary exterior building material for the building. The applicant is requesting to substitute an Exterior Insulated Finish System (EIFS) for the majority of the stucco shown on the approved elevations. EIFS is a nonload bearing, exterior wall cladding system that consists of an insulation board attached either adhesively or mechanically, or both, to the substrate; an integrally reinforced base coat; and a textured protective finish coat. EIFS is considered to be a secondary exterior material and the proposed amendment is

necessary to allow it as a primary material. Both the approved and proposed elevations are attached (see Attachments B(1) and B(2)). Additional information has been provided by the applicant (see Attachment A(2)).

B. Request to Allow Illuminated Construction Crane Signs

This request is specific to the Lakeside DFW district where multi-story towers can be constructed, including the Lakeside Condo Tower project. A maximum of six towers were contemplated in the original Lakeside DFW Mixed Use ordinance. This type of signage is not currently allowed in the Lakeside DFW. Two separate signs would be allowed per crane (1 per side of the jib), and each sign would not be any larger than 100 square feet. The specifications for the proposed signs are depicted in Attachment B(2).

C. Request to Amend Wall Sign Dimensions

This request includes all Lakeside DFW subzones that allow first floor commercial development. According to the applicant, the request would amend the maximum width and height measurements of wall signs if there is an architectural element on a building façade which negatively impacts the placement of a tenant's wall sign. The width of a sign may be reduced from the maximum width allowed and the maximum height may be increased, so long as the maximum height of the sign does not exceed 72 inches, nor does the total square footage of the sign exceed the amount that would otherwise have been allowed by the maximum width and height dimensions. If the aforementioned architectural feature encumbers the space of two different tenants, only the tenant with an entrance under the feature may place a wall sign on the architectural feature. Off-premise signs would be allowed in these subzones so that a tenant may center its sign on the architectural feature above its entrance. Attachment B(2) provides an exhibit with more details.

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 not received any correspondence regarding the request.

IV. ATTACHMENTS

A. Background Information

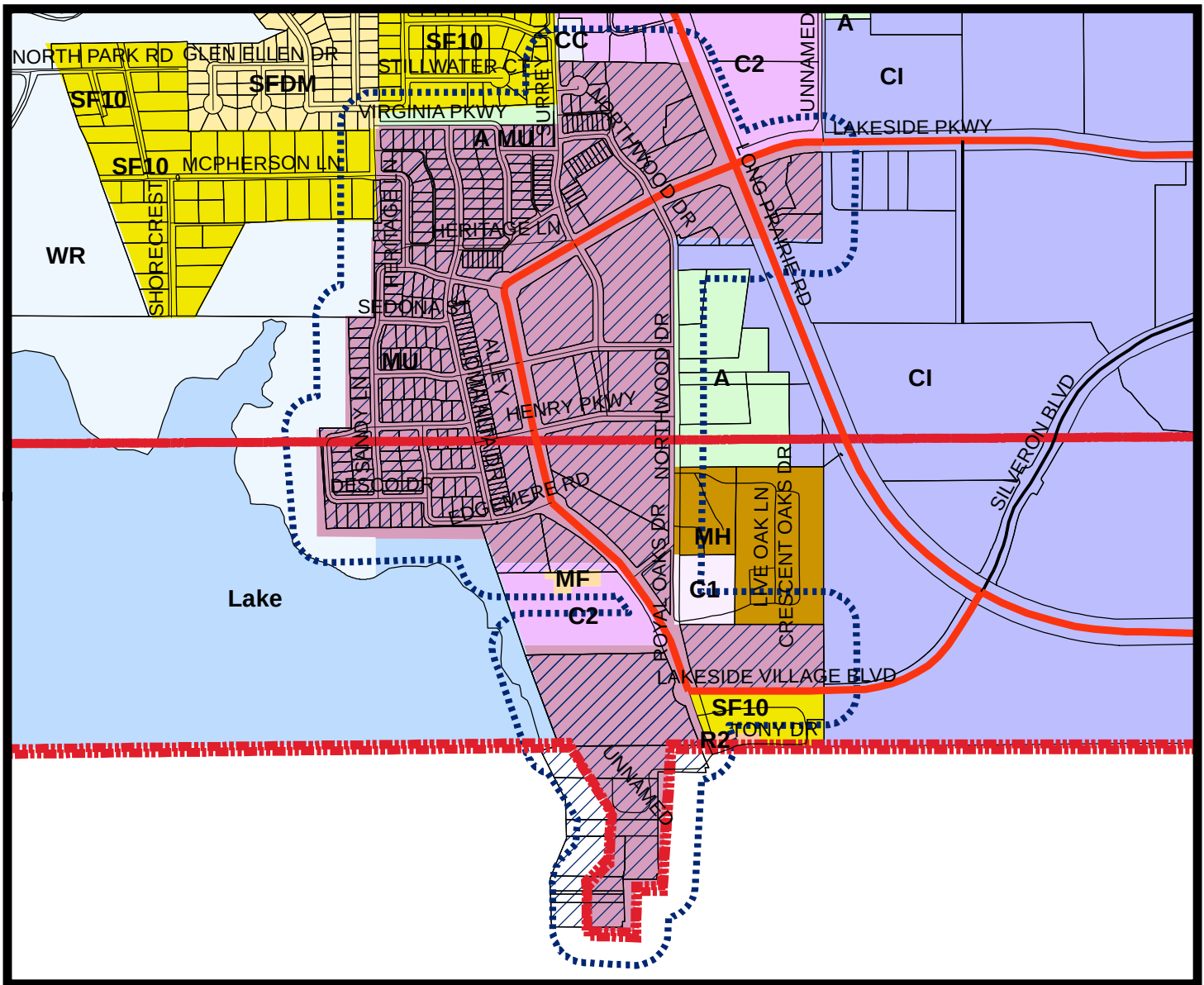
1. Vicinity Map
2. Letter of Intent with Applicant's Background Information
3. Subdistrict Map

B. Application Details

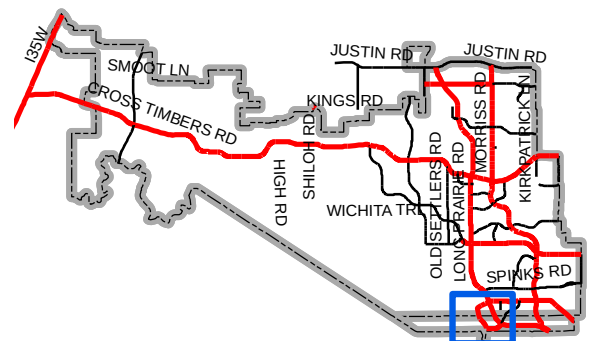
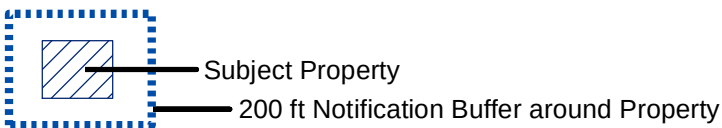
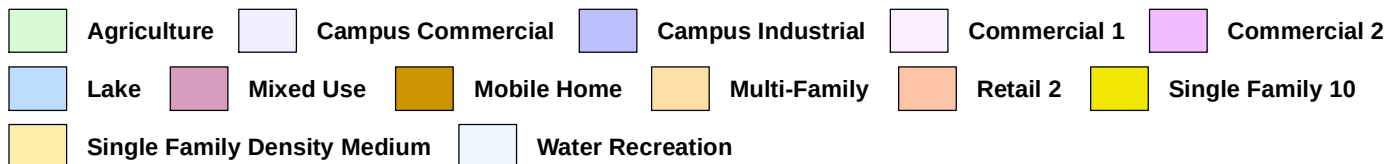
1. Approved Condo Tower Elevations
2. Proposed Condo Tower Elevations

Vicinity Map

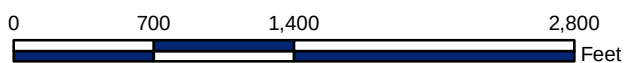
Reference Project: MU17-0001



LEGEND



Map Location





February 3, 2017

Mr. Chuck Russell
Town Planner
Planning Services Division
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

RE: LOI to Amend Lakeside DFW Development Code and Amended Sign Ordinance

Dear Mr. Russell,

Realty Capital Management would like to request amendments to the Lakeside DFW Development Code (Ordinance No. 63-12) and the Lakeside DFW Amended Sign Ordinance (Ordinance No. 14-15). The three requested amendments include:

- Amending Section 7.1.B – Building façade materials amending the use of EIFS, currently categorized as a “Limited Façade Material” in Section 7.1.B.2, to be redefined as an “Unrestricted Material” under Section 7.1.B.1 of the Lakeside DFW Development Code. Per the recommendation of an independent waterproofing consultant, the use of EIFS in lieu of stucco, in particular applications, can produce a higher quality product. Enclosed with this LOI is an expert comparison of EIFS and stucco, as well as a list of mid-to-high rise buildings in which EIFS was used as the primary exterior building façade material.
- Amending Sec. 86-73 – Temporary commercial signs of the Lakeside DFW Amended Sign Ordinance (No. 14-15) to allow for illuminated tower crane signage and lighting within any subzone where a tower crane is necessary for the construction of a project allowed by the Lakeside DFW Development Code. Two separate signs shall be allowed per crane (1 per side of the jib), and each sign shall not be any larger than 100 square feet. Enclosed with this LOI is a tower crane spec sheet showing sign location and dimensions.
- Amending Sec. 86-68 – Wall Signs of the Lakeside DFW Amended Sign Ordinance (No. 14-15) to amend the maximum width and height measurements of wall signs within all subzones governed by the Lakeside DFW Amended Sign Ordinance. Specifically, if there is an architectural element on a building façade which negatively impacts the placement of a tenant’s wall sign, the width of a sign may be reduced from the maximum width allowed and the maximum height may be increased, so long as the maximum height of the sign does not exceed 72 inches, nor does the total square footage of the sign exceed the amount that would otherwise have been allowed by the maximum width and height dimensions. If the aforementioned architectural feature encumbers the space of two different tenants, only the tenant with an entrance under the feature may place a wall sign on the architectural feature. Off-premise signs shall be allowed in these subzones so that a tenant may center its sign on the architectural feature above its entrance. Enclosed with this LOI is an example of a condition where this amendment could be applied.

Please do not hesitate to contact me should you have any questions.

Thank you for your consideration.

A handwritten signature in blue ink, appearing to read 'Alexander Brown', followed by a long, horizontal, slightly wavy line.

Alexander Brown
Realty Capital Management
414.426.2479
ABrown@RealtyCapital.com

Exhibit A

**Renaissance on Turtle Creek
Condominiums - Dallas**



**Cook Children's Hospital – Fort
Worth**



Park Creek Place - Dallas



The Mayfair Condos - Dallas



Plaza One Condos (Mansion on Turtle Creek) - Dallas



Verona - Dallas



1900 Cedar Springs - Dallas



Marriott - Allen



Hotel Lumen – Park Cities



Katy Station – Victory Park





EIFS and Stucco Consultant and Inspector to the Design, Construction & Legal Professions
 4600 Hickox Road • Rowlett, Texas 75089 • Phone: 214-437-9421 • Fax: 972-475-3982
mike@mboydconsulting.com www.mboydconsulting.com

TO WHOM IT MAY CONCERN:

In response to requests, I have created a table that outlines my analysis and opinions of the properties of an Exterior Insulated Finish System (EIFS) and a metal lath and cement-based stucco (STUCCO) system with rigid insulation.

The addition of a layer of foam insulation between the stucco and the sheathing to meet IECC (CI) requirements presents additional problems for the stucco system not outlined herein.

The purpose is to provide the decision makers of this project with information they may consider when trying to make a decision of what material to select for the exterior wall cladding on the above referenced project.

PROPERTY	EIFS	STUCCO
Design Criteria	Deflection: L/240 Weight: 3 lbs/sf Insulation Value: R=4 per inch EPS Savings associated with lighter structural requirements and lighter gage framing materials are available.	Deflection: L/360 Weight: 12 lbs/sf Insulation Value: R = .15 per inch Requires addition of foam-based insulation to meet IECC (CI) requirements.
Energy Efficiency	No thermal breaks in exterior insulation, which can reduce air infiltration by 55% over standard claddings.	Stucco cladding does not provide thermal properties or reduce air infiltration. Use of rigid insulation required to delete thermal breaks.
Design Flexibility	Design friendly, adaptive to multiple shapes, forms, colors, and textures.	Cement base material that does not readily conform to design shapes, forms. Cement based stucco finishes not true colors.
Water Resistance	Liquid secondary moisture barrier that creates secondary moisture barrier without seams and joints. Adhesive application of EPS does not put holes in the secondary moisture barrier.	Secondary moisture barrier is some type of sheet good that has multiple vertical and horizontal joints. Metal lath attached at 7" o.c. along stud framing at 16" o.c. that punctures holes in the secondary moisture barrier.

Impact Resistance	Impact resistance rating desired can be achieved by the use of layers of different weights of the fiberglass reinforcing mesh.	Compressive strength ranges from 1500 psi to 2800 psi
Cracking	EIFS is a flexible cladding that generally does not develop cracking as long as proper framing, sheathing and installation techniques are followed.	Stucco is limited in its ability to withstand stresses that put the product in tension. Most stucco can be expected to have some cracking which does not reflect a defective installation. <u>With a layer of rigid insulation between the stucco and sheathing the weight of the stucco is further cantilevered from the framing system. This system does not have a long –term history to determine its performance over many environmental cycles.</u>
Flashing and Caulking	Flashing and caulking are not a part of an EIFS but are critical to the water resistance and long-term performance of the cladding.	Flashing and caulking are not a part of STUCCO but are critical to the water resistance and long-term performance of the cladding.
Ease of Installation	There are four major steps in the installation of an EIFS. 1. Secondary Moisture Barrier 2. Install EPS Foam 3. Install Reinforced Base Coat 4. Install Finish Coat	There are six major steps in the installation of STUCCO. 1. Secondary Moisture Barrier 2. Install Rigid Insulation 3. Install Metal Lath 4. Install Trim Accessories 5. Scratch 6. Brown 7. Finish If an acrylic finish is used over cement base coats, a leveling coat on the brown coat might be used.
Expansion Joints	The EIFS must break at building expansion joints, deflection floor joints; change of substrate material.	The Stucco must break at building expansion joints, deflection floor joints; change of substrate material.
Control Joints	Control joints are not required. Aesthetic joints that do not break the system may be installed at any location per the requirements of the design team.	Control joints are required every 144sf; every 18 lineal feet; and so as not to create panels greater than 2½-to-1 ratio of length to width. <u>Control joints are breaks in the cladding system.</u>
Aesthetic Reveals	EIFS can be cut into any pattern or shape to create the design intent. Aesthetic reveal do not extend through the EIFS.	Aesthetic reveals must be created using some type of metal trim shape and the profile is controlled by the manufacturer availability. Aesthetic reveals break the cladding system and are not considered control joints. Control joints will still be required as outlined above.

Single Source Responsibility	All of the components of an EIFS are manufactured and/or supplied by the manufacturer of the selected system.	Components come from various manufacturers. No responsible party in case of a problem with the cladding.
Warranty	A minimum of five year and up to ten-year system warranty offered from the manufacturer. Installer should match the length of the material warranty with labor warranty.	A one year defective materials and labor warranty offered by the installer.
Training Program	Nationally recognized training program for EIFS contractors and applicators.	No structured training program. Installation controlled by ASTM standards that may or may not be adaptive to today's materials and procedures.
Government Study	Department of Energy recently concluded study and determined that EIFS is the best wall cladding when it comes to moisture resistance and thermal properties. EIFS are 84% more energy efficient.	Stucco was a type of cladding included in the Department of Energy study.
Labor	Training of EIFS installers does not require the length or expertise that stucco does.	The labor steps involved in metal lath and stucco installation requires considerable training and expertise.
Forensic Testing	If there is an issue with an exterior wall with an EIFS cladding, there are tools and methods to detect the location and extent of the issue without destructive testing in most cases.	Destructive testing to find an issue in an exterior wall with STUCCO cladding is generally required.
Maintenance	Unless an EIFS is physically damaged, the need for maintenance is limited. Repairs are easily made. Caulking is not a part of an EIFS and must be maintained regardless of the type of cladding.	Stucco is subject to cracking. Physical damage is more costly to repair. Cement-based finishes are subject to discoloration and staining unless acrylic finishes are used. Caulking is not a part of an EIFS and must be maintained regardless of the type of cladding.
LEED Program	EIFS may be able to qualify as a part of LEED program. EIFS are considered GREEN products and may qualify for energy tax credits.	I know of no LEED, GREEN or tax credits programs with a STUCCO cladding.
CONTINUOUS INSULATION	EIFS is Continuous Insulation and has been tested and performed as an energy efficient installation since 1970.	The placement of foam to serve as Continuous Insulation is relatively new with no history of performance. No one is exactly sure how a cement plaster wall weighing 12 lbs/sf will perform suspended on an elongated screw fastener through the Continuous Insulation over an extended period of time. Results to date have been mixed.

CLOSING REMARKS:

I know that it may appear that I have no respect for a STUCCO cladding. The exact opposite is true. My family made a living for over fifty years with STUCCO as one of our products and stucco still has its place in exterior wall construction based upon usage.

However as plaster contractors, we recognized EIFS as a superior cladding material. I know all-to-well the difficulty of installing STUCCO and today's labor force is not as trained in the lathing and plastering skills as union trained workers were in the 1960's and 1970's. As a contractor, I know that issues with cracking and color problems are always associated with a STUCCO installation. Lack of support by multiple manufacturers required to produce STUCCO is a legitimate problem.

As someone who has lived his whole life in the lath and plaster industry, it is hard for me to understand how and why an EIFS cladding is held to a different standard from other exterior wall claddings. It has been proven and documented over and over that moisture intrusion does not occur through an EIFS cladding. EIFS does not trap or wick water.

The problems associated with exterior walls clad with EIFS have been identified as the failure or lack of performance of the windows, flashing and caulking. The advantage that brick, stone, stucco, wood, marble, etc had over EIFS was the presence of a secondary moisture barrier. EIFS now has a liquid applied secondary moisture barrier that is required by code.

The Department of Energy has now proven that an EIFS cladding is the best. Most knowledgeable lath and plaster contractors know that they can provide a better exterior wall cladding using EIFS as opposed to STUCCO. I encourage you to take a good, long look at the two claddings. I will be glad to discuss this in detail and answer any questions you may have.

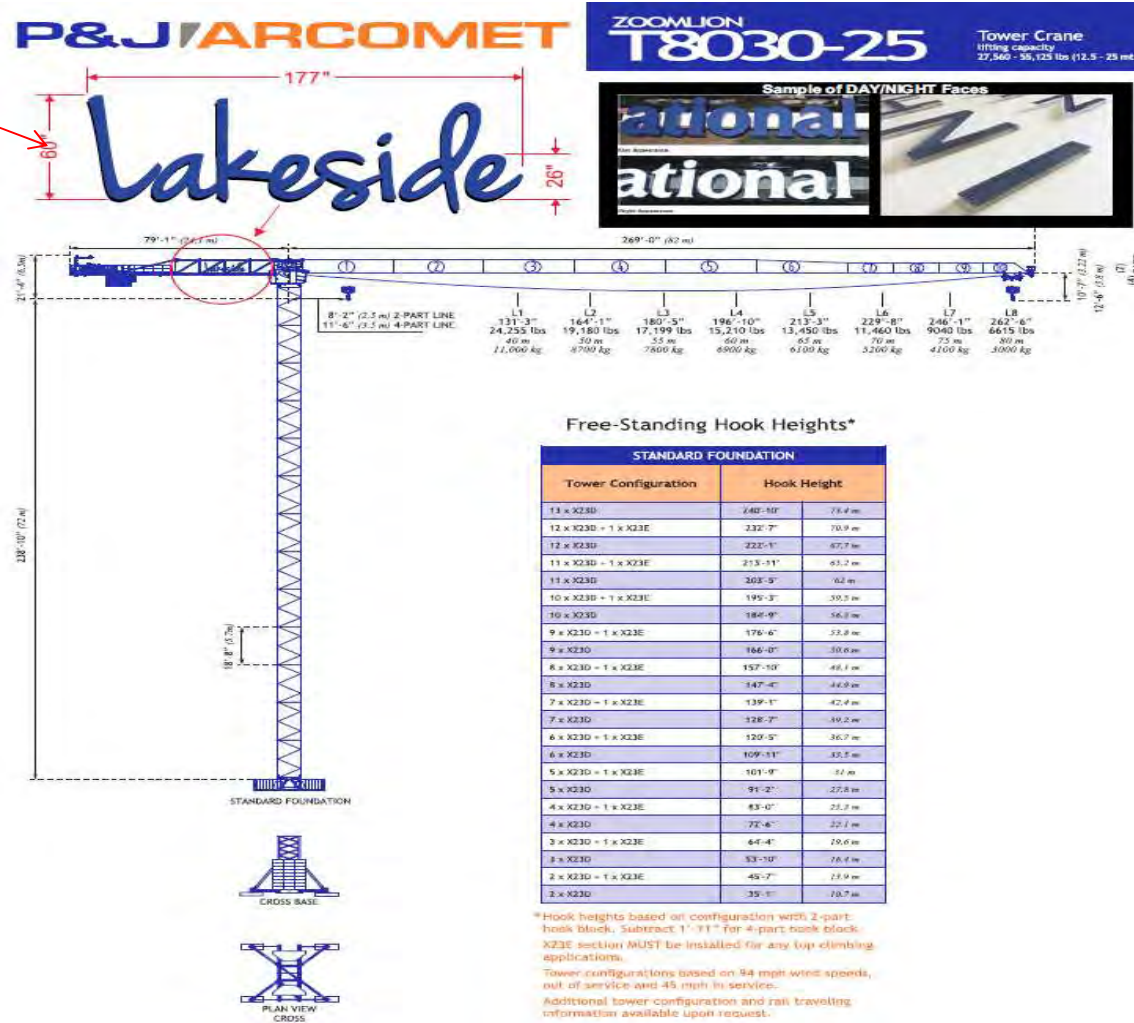
Yours very truly,

Mike Boyd

Mike Boyd

Exhibit B – Crane Sign

Not to exceed
100 square feet



Proposed Configuration

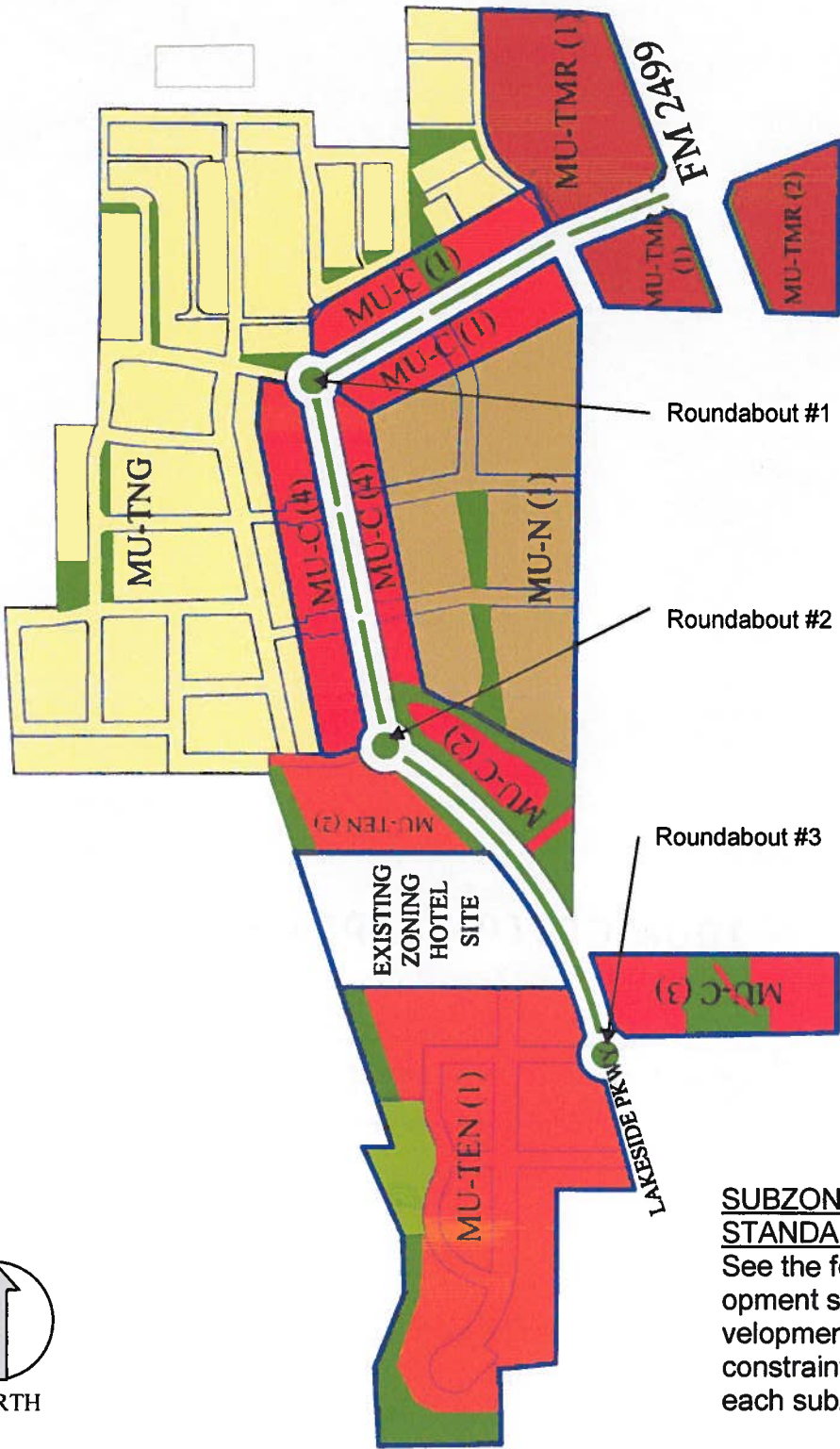


Realty Capital Management
Dallas, TX

LAKESIDE DFW DEVELOPMENT CODE
FLOWER MOUND, TEXAS

SECTION 3

CONCEPT PLAN AND REGULATING PLAN



SUBZONE DEVELOPMENT STANDARDS

See the following subzone development standards for specific development rules, restrictions and constraints on development with each subzone.

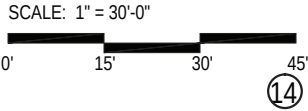


The Lakeside Tower
and Bungalows

REALTY CAPITAL
HPA#13426

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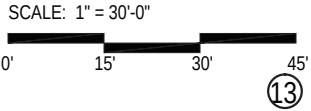
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EXTERIOR ELEVATION-SOUTH



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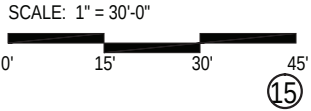
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EXTERIOR ELEVATION-EAST

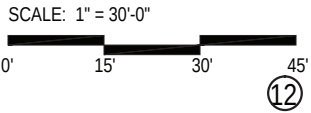


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EXTERIOR ELEVATION-WEST



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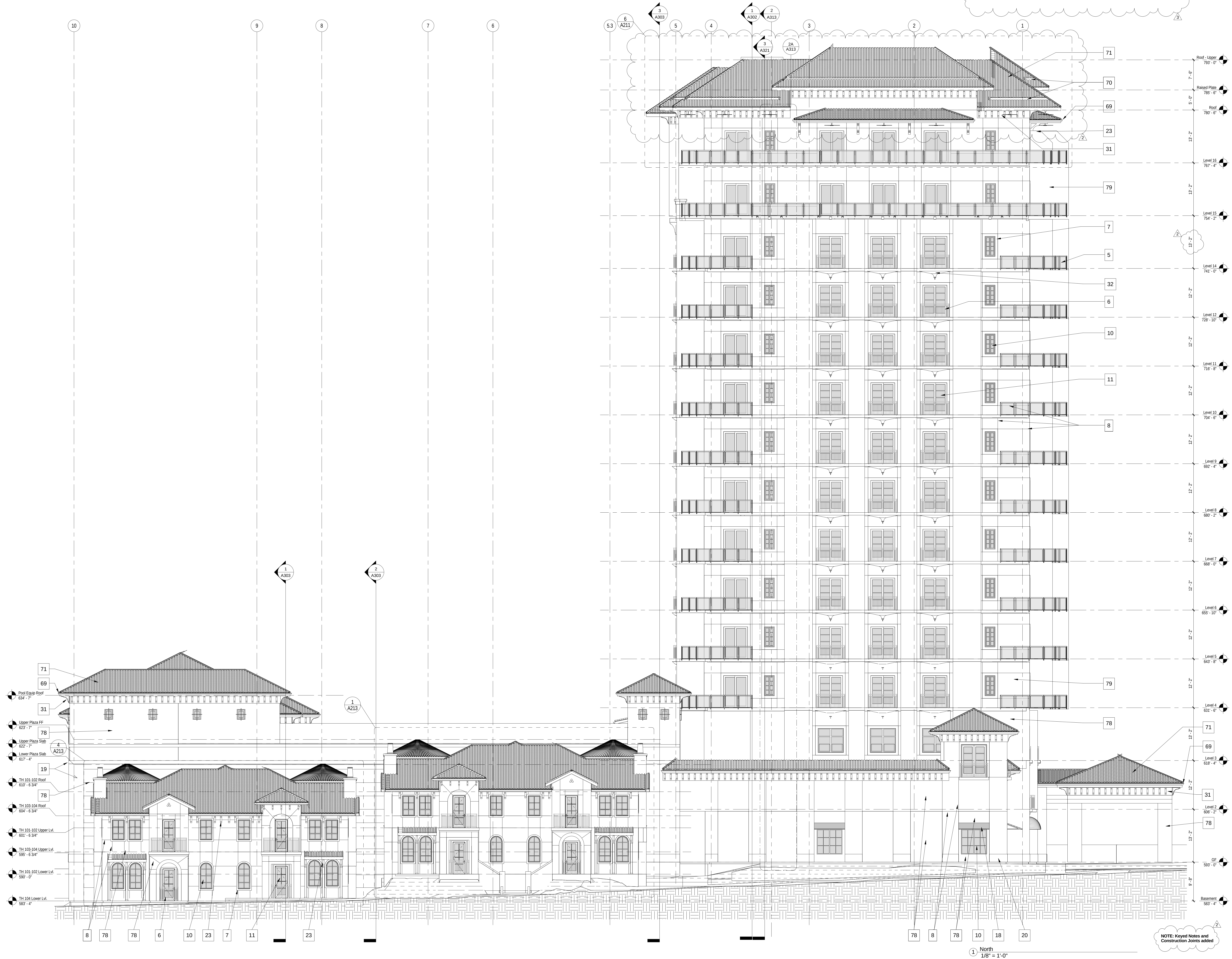
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	NORTH	SOUTH	EAST	WEST
1	24,902.9 S.F.	26,517.4 S.F.	30,493.5 S.F.	30,448.9 S.F.
2	21,303.1 S.F.	22,296.9 S.F.	26,779.7 S.F.	28,487.9 S.F.
3	3,400.4 S.F.	3,720.5 S.F.	3,871.9 S.F.	10,481.7 S.F.
4	Primary Memory Trade (See Note)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
-	Roof S.F. (on waterproof)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
-	Slab S.F. (on waterproof)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
-	1st Wall S.F. (on waterproof)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
5	Secondary Memory Trade (See Note)	21,303.1 S.F. (100% of 2)	22,296.9 S.F. (100% of 2)	26,779.7 S.F. (100% of 2)
-	Roof S.F. (on waterproof)	3,400.4 S.F. (100% of 2)	3,720.5 S.F. (100% of 2)	3,871.9 S.F. (100% of 2)
-	Slab S.F. (on waterproof)	27,794.4 S.F. (129% of 2)	1,204.4 S.F. (5% of 2)	3,502.2 S.F. (13% of 2)
-	1st Wall S.F. (on waterproof)	15,423.3 S.F. (72% of 2)	12,827.5 S.F. (60% of 2)	25,287.5 S.F. (119% of 2)
-	Handicap S.F. (on waterproof)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
-	Handicap S.F. (on waterproof)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)



KEYNOTES

- STUCCO COLOR # 1
- STUCCO COLOR # 2
-
- 4" HIGH GLASS & PRE-FINISHED METAL RAILING SYSTEM
- 42" HIGH PRE-FINISHED METAL RAILING SYSTEM 1A519
- STUCCO TRIM, 1" PROTRUSION; TYPICAL AROUND EXTERIOR DOORS & WINDOWS
- MATERIAL CONTROL JOINT 4M510
- EXTERIOR MATERIAL EXPANSION JOINT. ALIGN HORIZONTAL EXPANSION JOINTS WITH UNDERSIDE OF FLOOR SLAB. TYPICAL. LOCATE VERTICAL EXPANSION JOINTS AS INDICATED ON ELEVATIONS. EXPANSION JOINT SPACING NOT TO EXCEED 20' O.C. & SHALL NOT BE MORE THAN 10' FROM BUILDING CORNERS. ALIGN SUBSTRATE JOINTS AS INDICATED ON DETAIL.
- SCHEDULED WINDOW
- SCHEDULED DOOR
- SCHEDULED LOUVER
- RAFTER TAILS
- CONTINUOUS METAL EDGE W/ FLASHING TAPE
- THE FOAM SHAPE SHOULD BE ADHERED TO THE BASE FOAM OF THE WALL SURFACE. REQUIRE BASE COAT AND MESH APPLIED AT FOAM
- EXHAUST/ DRYER VENT; MATCH ADJACENT BUILDING EXTERIOR COLOR
- CANOPY
- 3" STUCCO SYSTEM PLASTER AND BUILDING BAND 9A510
- 2" STUCCO SYSTEM BUILDING BASE
- PRE-FINISHED METAL CAP FLASHING W/ DRIP EDGE 12A500
- CONCRETE SLAB. RE: STRUCTURAL
- DECORATIVE CORBEL
- SLIP RESISTANT PEDESTRIAN TRAFFIC AND WATERPROOFING COATING AT BALCONY. WRAP AROUND SLAB EDGE AND TERMINATE AT DRIP
- STEEL STRUCTURE. RE: STRUCTURAL
- CUPPER; 6"x8" U.N.G.
- DRIP SCREED / STARTER TRACK CASING BEAD
- BACKER ROD & SEALANT; 3/8" MIN. WIDTH; PROVIDE FLEXIBLE FLASHING TAPE AT ALL SUBSTRATE TRANSITIONS
- GLASS MAT GYPSUM SHEATHING WITH FLUID APPLIED MEMBRANE AIR & WATER BARRIER (BASIS OF DESIGN PRODUCT "STO GOLD COAT")
- SELF ADHERED FLASHING TAPE
- DECORATIVE EYE TRIM
- DECORATIVE BALCONY TRIM
- FRAMING, RE: ASSEMBLIES & STRUCTURAL
- SPECIFIED DEFLECTION TYPE HEAD JOINT; TYPICAL AT CONC. SLAB
- BLOCKING AS REQUIRED, PROVIDE P.T. WOOD AT ROOF LOCATIONS
- GYPSUM BOARD, RE: ASSEMBLIES
- RESISTANT CHANNEL
- SCHEDULED BASE
- SCHEDULED INSULATION; RE: GEA FOR INSULATION SCHEDULE
- FLASHING (CONTINUOUS, PRE-FINISHED, SOLDER ALL JOINTS, U.N.G.)
- SEALANT
- PLYWOOD
- CONTINUOUS SEALANT BED, TYPICAL AT WINDOWS & DOORS AT SLAB
- FIBER PAVEMENT EXPANSION / ISOLATION JOINT FILLER STRIP WITH JOINT SEALANT; LOCATED BETWEEN PAVING AND BUILDING FOUNDATION, TYPICAL
- FOUNDATION WATERPROOFING SYSTEM (SEE SHEET A540)
- WINDOW STOOL & SKIRT, TYPICAL, AT WINDOWS WITH SILLS ABOVE FINISHED FLOOR
- TPO ROOF MEMBRANE SYSTEM
- DRAIN STRAINER WITH CLAMPING RING, DRAIN BOWL, AND DECK CLAMP
- FASTENER (GASKETED WHERE NOTED ON DWGS)
-
- CAIT STRIP
- CONTINUOUS CLEAT
- CONCRETE WALL, RE: STRUCTURAL
- CMU WALL, RE: STRUCTURAL
- GROUT, RE: STRUCTURAL
- DRIP
- MECHANICAL EQUIPMENT, RE: MECHANICAL
- COVER / PROTECTION BOARD OVER WATERPROOFING
- FLUID APPLIED MEMBRANE AIR & WATER BARRIER, BASIS OF DESIGN PRODUCT "STO GOLD COAT"
- EXTERIOR ACRYLIC FINISH SYSTEM, BASE, AND FINISH COATS APPLIED TO FACE OF SUBSTRATE
- FLUID APPLIED MEMBRANE AIR & WATER BARRIER SYSTEM OVER SUBSTRATE
- EXTERIOR CMU OR CONCRETE WALLS AS INDICATED, STONE MORTAR JOINTS FLUSH. REPAIR CRACKS AND DAMAGE TO WALL SURFACE & COAT ENTIRE WALL SURFACE WITH CEMENTITIOUS LEVELING MATERIAL, AS REQUIRED FOR A UNIFORM SMOOTH SURFACE, BASIS OF DESIGN PRODUCT "STO SWIM COAT"
- FINISH WITH ELASTOMERIC COATING TO MATCH EXTERIOR ACRYLIC FINISH SYSTEM FINISH COAT, BASIS OF DESIGN PRODUCT "STOLASTIC"
- PAVER SYSTEM WITH ADJUSTABLE REDECKERS
- HOT FLUID APPLIED RUBBERIZED ASPHALT WATERPROOFING SYSTEM WITH PROTECTION COURSE AND DRAINAGE PANEL, BASIS OF DESIGN SYSTEM: "HYDROTECH ULTIMATE ASSEMBLY"
- TILE BACKER BOARD SHEATHING WITH FLUID APPLIED MEMBRANE AIR & WATER BARRIER (BASIS OF DESIGN PRODUCT "STO GOLD COAT")
-
- PAVING, RE: CIVIL
- PRE-FINISHED COPPER, GUTTER, RE: PLANS FOR LOCATIONS
- INTERNAL GUTTER SYSTEM
- CLAY TILE ROOF SYSTEM
-
- SCHEDULED FLOORING, TYP.
- TRILLIS
- CONCRETE COLUMN, RE: STRUCTURAL
- ROOF DRAIN, RE: PLUMBING 1A450
- COMPOSITE WOOD DECKING AND SLEEPERS, INSTALL PER MANUFACTURER'S INSTRUCTIONS. INSTALL SLEEPERS PARALLEL TO SLAB SLOPE.
- WEEPS @ 24" O.C. MAX.
- BRICK TIE, TYP.
-
- FIRE CONTAINMENT INSULATION - FIRESPRINK
-
-

GENERAL NOTES

- PROVIDE HORIZONTAL STABILIZATION TIE-IN GUIDES ON BOTH SIDES OF WINDOWS FOR RAIL PROTECTION SYSTEM AT BUILDING EXTERIOR ON EVERY 3RD FLOOR SLAB OF 4F, 8F, 12F, 16F, 20F, 24F, 28F, 32F, 36F, 40F, 44F, 48F, 52F, 56F, 60F, 64F, 68F, 72F, 76F, 80F, 84F, 88F, 92F, 96F, 100F, 104F, 108F, 112F, 116F, 120F, 124F, 128F, 132F, 136F, 140F, 144F, 148F, 152F, 156F, 160F, 164F, 168F, 172F, 176F, 180F, 184F, 188F, 192F, 196F, 200F, 204F, 208F, 212F, 216F, 220F, 224F, 228F, 232F, 236F, 240F, 244F, 248F, 252F, 256F, 260F, 264F, 268F, 272F, 276F, 280F, 284F, 288F, 292F, 296F, 300F, 304F, 308F, 312F, 316F, 320F, 324F, 328F, 332F, 336F, 340F, 344F, 348F, 352F, 356F, 360F, 364F, 368F, 372F, 376F, 380F, 384F, 388F, 392F, 396F, 400F, 404F, 408F, 412F, 416F, 420F, 424F, 428F, 432F, 436F, 440F, 444F, 448F, 452F, 456F, 460F, 464F, 468F, 472F, 476F, 480F, 484F, 488F, 492F, 496F, 500F, 504F, 508F, 512F, 516F, 520F, 524F, 528F, 532F, 536F, 540F, 544F, 548F, 552F, 556F, 560F, 564F, 568F, 572F, 576F, 580F, 584F, 588F, 592F, 596F, 600F, 604F, 608F, 612F, 616F, 620F, 624F, 628F, 632F, 636F, 640F, 644F, 648F, 652F, 656F, 660F, 664F, 668F, 672F, 676F, 680F, 684F, 688F, 692F, 696F, 700F, 704F, 708F, 712F, 716F, 720F, 724F, 728F, 732F, 736F, 740F, 744F, 748F, 752F, 756F, 760F, 764F, 768F, 772F, 776F, 780F, 784F, 788F, 792F, 796F, 800F, 804F, 808F, 812F, 816F, 820F, 824F, 828F, 832F, 836F, 840F, 844F, 848F, 852F, 856F, 860F, 864F, 868F, 872F, 876F, 880F, 884F, 888F, 892F, 896F, 900F, 904F, 908F, 912F, 916F, 920F, 924F, 928F, 932F, 936F, 940F, 944F, 948F, 952F, 956F, 960F, 964F, 968F, 972F, 976F, 980F, 984F, 988F, 992F, 996F, 1000F, 1004F, 1008F, 1012F, 1016F, 1020F, 1024F, 1028F, 1032F, 1036F, 1040F, 1044F, 1048F, 1052F, 1056F, 1060F, 1064F, 1068F, 1072F, 1076F, 1080F, 1084F, 1088F, 1092F, 1096F, 1100F, 1104F, 1108F, 1112F, 1116F, 1120F, 1124F, 1128F, 1132F, 1136F, 1140F, 1144F, 1148F, 1152F, 1156F, 1160F, 1164F, 1168F, 1172F, 1176F, 1180F, 1184F, 1188F, 1192F, 1196F, 1200F, 1204F, 1208F, 1212F, 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3504F, 3508F, 3512F, 3516F, 3520F, 3524F, 3528F, 3532F, 3536F, 3540F, 3544F, 3548F, 3552F, 3556F, 3560F, 3564F, 3568F, 3572F, 3576F, 3580F, 3584F, 3588F, 3592F, 3596F, 3600F, 3604F, 3608F, 3612F, 3616F, 3620F, 3624F, 3628F, 3632F, 3636F, 3640F, 3644F, 3648F, 3652F, 3656F, 3660F, 3664F, 3668F, 3672F, 3676F, 3680F, 3684F, 3688F, 3692F, 3696F, 3700F, 3704F, 3708F, 3712F, 3716F, 3720F, 3724F, 3728F, 3732F, 3736F, 3740F, 3744F, 3748F, 3752F, 3756F, 3760F, 3764F, 3768F, 3772F, 3776F, 3780F, 3784F, 3788F, 3792F, 3796F, 3800F, 3804F, 3808F, 3812F, 3816F, 3820F, 3824F, 3828F, 3832F, 3836F, 3840F, 3844F, 3848F, 3852F, 3856F, 3860F, 3864F, 3868F, 3872F, 3876F, 3880F, 3884F, 3888F, 3892F, 3896F, 3900F, 3904F, 3908F, 3912F, 3916F, 3920F, 3924F, 3928F, 3932F, 3936F, 3940F, 3944F, 3948F, 3952F, 3956F, 3960F, 3964F, 3968F, 3972F, 3976F, 3980F, 3984F, 3988F, 3992F, 3996F, 4000F, 4004F, 4008F, 4012F, 4016F, 4020F, 4024F, 4028F, 4032F, 4036F, 4040F, 4044F, 4048F, 4052F, 4056F, 4060F, 4064F, 4068F, 4072F, 4076F, 4080F, 4084F, 4088F, 4092F, 4096F, 4100F, 4104F, 4108F, 4112F, 4116F, 4120F, 4124F, 4128F, 4132F, 4136F, 4140F, 4144F, 4148F, 4152F, 4156F, 4160F, 4164F, 4168F, 4172F, 4176F, 4180F, 4184F, 4188F, 4192F, 4196F, 4200F, 4204F, 4208F, 4212F, 4216F, 4220F, 4224F, 4228F, 4232F, 4236F, 4240F, 4244F, 4248F, 4252F, 4256F, 4260F, 4264F, 4268F, 4272F, 4276F, 4280F, 4284F, 4288F, 4292F, 4296F, 4300F, 4304F, 4308F, 4312F, 4316F, 4320F, 4324F, 4328F, 4332F, 4336F, 4340F, 4344F, 4348F, 4352F, 4356F, 4360F, 4364F, 4368F, 4372F, 4376F, 4380F, 4384F, 4388F, 4392F, 4396F, 4400F, 4404F, 4408F, 4412F, 4416F, 4420F, 4424F, 4428F, 4432F, 4436F, 4440F, 4444F, 4448F, 4452F, 4456F, 4460F, 4464F, 4468F, 4472F, 4476F, 4480F, 4484F, 4488F, 4492F, 4496F, 4500F, 4504F, 4508F, 4512F, 4516F, 4520F, 4524F, 4528F, 4532F, 4536F, 4540F, 4544F, 4548F, 4552F, 4556F, 4560F, 4564F, 4568F, 4572F, 4576F, 4580F, 4584F, 4588F, 4592F, 4596F, 4600F, 4604F, 4608F, 4612F, 4616F, 4620F, 4624F, 4628F, 4632F, 4636F, 4640F, 4644F, 4648F, 4652F, 4656F, 4660F, 4664F, 4668F, 4672F, 4676F, 4680F, 4684F, 4688F, 4692F, 4696F, 4700F, 4704F, 4708F, 4712F, 4716F, 4720F, 4724F, 4728F, 4732F, 4736F, 4740F, 4744F, 4748F, 4752F, 4756F, 4760F, 4764F, 4768F, 4772F, 4776F, 4780F, 4784F, 4788F, 4792F, 4796F, 4800F, 4804F, 4808F, 4812F, 4816F, 4820F, 4824F, 4828F, 4832F, 4836F, 4840F, 4844F, 4848F, 4852F, 4856F, 4860F, 4864F, 4868F, 4872F, 4876F, 4880F, 4884F, 4888F, 4892F, 4896F, 4900F, 4904F, 4908F, 4912F, 4916F, 4920F, 4924F, 4928F, 4932F, 4936F, 4940F, 4944F, 4948F, 4952F, 4956F, 4960F, 4964F, 4968F, 4972F, 4976F, 4980F, 4984F, 4988F, 4992F, 4996F, 5000F, 5004F, 5008F, 5012F, 5016F, 5020F, 5024F, 5028F, 5032F, 5036F, 5040F, 5044F, 5048F, 5052F, 5056F, 5060F, 5064F, 5068F, 5072F, 5076F, 5080F, 5084F, 5088F, 5092F, 5096F, 5100F, 5104F, 5108F, 5112F, 5116F, 5120F, 5124F, 5128F, 5132F, 5136F, 5140F, 5144F, 5148F, 5152F, 5156F, 5160F, 5164F, 5168F, 5172F, 5176F, 5180F, 5184F, 5188F, 5192F, 5196F, 5200F, 5204F, 5208F, 5212F, 5216F, 5220F, 5224F, 5228F, 5232F, 5236F, 5240F, 5244F, 5248F, 5252F, 5256F, 5260F, 5264F, 5268F, 5272F, 5276F, 5280F, 5284F, 5288F, 5292F, 5296F, 5300F, 5304F, 5308F, 5312F, 5316F, 5320F, 5324F, 5328F, 5332F, 5336F, 5340F, 5344F, 5348F, 5352F, 5356F, 5360F, 5364F, 5368F, 5372F, 5376F, 5380F, 5384F, 5388F, 5392F, 5396F, 5400F, 5404F, 5408F, 5412F, 5416F, 5420F, 5424F, 5428F, 5432F, 5436F, 5440F, 5444F, 5448F, 5452F, 5456F, 5460F,



	NORTH	SOUTH	EAST	WEST
1. Total Facade S.F.	24,482 S.F.	28,017 S.F.	30,462 S.F.	30,462 S.F.
2. Facade S.F. (Exterior and Windows)	11,389 S.F.	12,964 S.F.	16,787 S.F.	16,847 S.F.
3. Interior and Windows S.F.	3,468 S.F.	3,700 S.F.	3,671 S.F.	10,480 S.F.
4. Primary Memory Walls (Max. 80%)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
5. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
6. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
7. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
8. Secondary Memory Walls (Max. 20%)	23,063 S.F. (100% of 2)	22,363 S.F. (100% of 2)	16,787 S.F. (100% of 2)	16,847 S.F. (100% of 2)
9. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
10. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
11. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
12. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
13. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
14. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
15. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
16. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
17. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
18. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
19. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
20. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
21. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
22. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
23. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
24. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
25. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
26. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
27. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
28. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
29. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
30. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
31. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
32. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
33. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
34. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
35. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
36. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
37. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
38. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
39. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
40. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
41. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
42. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
43. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
44. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
45. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
46. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
47. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
48. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
49. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
50. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
51. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
52. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
53. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
54. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
55. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
56. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
57. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
58. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
59. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
60. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
61. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
62. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
63. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
64. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
65. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
66. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
67. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
68. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
69. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
70. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)
71. Block S.F. (in application)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)	0 S.F. (0% of 2)

KEYNOTES

1 STUCCO COLOR # 1

2 STUCCO COLOR # 2

3

4 4" HIGH GLASS & PRE-FINISHED METAL RAILING SYSTEM

6 42" HIGH PRE-FINISHED METAL RAILING SYSTEM 1A519

7 STUCCO TRIM, 1" PROTRUSION; TYPICAL AROUND EXTERIOR DOORS & WINDOWS

8 MATERIAL CONTROL JOINT 4M50

9 EXTERIOR MATERIAL EXPANSION JOINT. ALIGN HORIZONTAL EXPANSION JOINTS WITH UNDERSIDE OF FLOOR SLAB. TYPICAL. LOCATE VERTICAL EXPANSION JOINTS AS INDICATED ON ELEVATIONS. EXPANSION JOINT SPACING NOT TO EXCEED 20' C.C. & SHALL NOT BE MORE THAN 10' FROM BUILDING CORNERS. ALIGN SUBSTRATE JOINTS AS INDICATED ON DETAIL.

10 SCHEDULED WINDOW

11 SCHEDULED DOOR

12 SCHEDULED LOUVER

13 RAFTER TAILS

14

15 CONTINUOUS METAL EDGE W/ FLASHING TAPE

16 THE FOAM SHAPES SHOULD BE ADHERED TO THE BASE FOAM OF THE WALL SURFACE. REQUIRE BASE COAT AND MESH APPLIED AT FOAM

17 EXHAUST / DRYER VENT. MATCH ADJACENT BUILDING EXTERIOR COLOR

18 CANOPY

20 2" STUCCO SYSTEM BUILDING BASE

21 PRE-FINISHED METAL CAP FLASHING W/ DRIP EDGE 12A500

22 CONCRETE SLAB. RE: STRUCTURAL

23 DECORATIVE CORBEL

24 S/P RESISTANT PEDESTRIAN TRAFFIC AND WATERPROOFING COATING AT BALCONY. WRAP AROUND SLAB EDGE AND TERMINATE AT DRIP

25 STEEL STRUCTURE. RE: STRUCTURAL

26 SCUPPER. 6"X12" U.N.G.

27 DWP. SCHEDULED / STARTER TRACK CASING BEAD

28 BACKER ROD & SEALANT. 3/8" MIN. WIDTH. PROVIDE FLEXIBLE FLASHING TAPE AT ALL SUBSTRATE TRANSITIONS

29 GLASS MAT GYPSUM SHEATHING WITH FLUID APPLIED MEMBRANE AIR & WATER BARRIER (BASIS OF DESIGN PRODUCT "STO GOLD COAT")

30 SELF-ADHERED FLASHING TAPE

31 DECORATIVE EYE TRIM

32 DECORATIVE BALCONY TRIM

33 FRAMING. RE: ASSEMBLIES & STRUCTURAL

34 SPECIFIED DEFLECTION TYPE HEAD JOINT. TYPICAL AT CONC. SLAB

35 BLOCKING AS REQUIRED. PROVIDE P.T. WOOD AT ROOF LOCATIONS

36 GYPSUM BOARD. RE: ASSEMBLIES

37 RESISTANT CHANNEL

38 SCHEDULED BASE

39 SCHEDULED INSULATION. RE: GEA FOR INSULATION SCHEDULE

40 FLASHING (CONTINUOUS, PRE-FINISHED. SOLDER ALL JOINTS, U.N.G.)

41 SEALANT

42 PLYWOOD

43 CONTINUOUS SEALANT BED. TYPICAL AT WINDOWS & DOORS AT SLAB

44 FIBER PAVEMENT EXPANSION / ISOLATION JOINT FILER STRIP WITH JOINT SEALANT. LOCATED BETWEEN PAVING AND BUILDING FOUNDATION. TYPICAL

45 FOUNDATION WATERPROOFING SYSTEM (SEE SHEET A540)

46 WINDOW STOOL & SKIRT. TYPICAL AT WINDOWS WITH SILLS ABOVE FINISHED FLOOR

47 TPO ROOF MEMBRANE SYSTEM

48 DRAIN STRAINER WITH CLAMPING RING, DRAIN BOWL, AND DECK CLAMP

49 FASTENER (GASKETED WHERE NOTED ON DWGS)

50

51 CAIT STRIP

52 CONTINUOUS CLEAT

53 CONCRETE WALL. RE: STRUCTURAL

54 CMU WALL. RE: STRUCTURAL

55 GROUT. RE: STRUCTURAL

56 DRIP

57 MECHANICAL EQUIPMENT. RE: MECHANICAL

58 COVER / PROTECTION BOARD OVER WATERPROOFING

59 FLUID APPLIED MEMBRANE AIR & WATER BARRIER. BASIS OF DESIGN PRODUCT "STO GOLD COAT"

60 EXTERIOR ACRYLIC FINISH SYSTEM, BASE, AND FINISH COATS APPLIED TO FACE OF SUBSTRATE

61 FLUID APPLIED MEMBRANE AIR & WATER BARRIER SYSTEM OVER SUBSTRATE

62 EXTERIOR CMU OR CONCRETE WALLS AS INDICATED. STONE MORTAR JOINTS FLUSH. REPAIR CRACKS AND DAMAGE TO WALL SURFACE & COAT ENTIRE WALL SURFACE WITH CEMENTITIOUS LEVELING MATERIAL AS REQUIRED FOR A UNIFORM SMOOTH SURFACE. BASIS OF DESIGN PRODUCT "STO GEM COAT"

63 FINISH WITH ELASTOMERIC COATING TO MATCH EXTERIOR ACRYLIC FINISH SYSTEM. FINISH COAT. BASIS OF DESIGN PRODUCT "STOLASTIC"

64 PAPER SYSTEM WITH ADJUSTABLE REVEALS

65 HOT FLUID APPLIED RUBBERIZED ASPHALT WATERPROOFING SYSTEM WITH PROTECTION COARSE AND DRAINAGE PANEL. BASIS OF DESIGN SYSTEM: "HYDROTECH ULTIMATE ASSEMBLY"

66 TILE BACKER BOARD SHEATHING WITH FLUID APPLIED MEMBRANE AIR & WATER BARRIER (BASIS OF DESIGN PRODUCT "STO GOLD COAT")

67

68 PAVING. RE: CIVIL

69 PREFINISHED COPPER. GUTTER. RE: PLANS FOR LOCATIONS

70 INTERNAL GUTTER SYSTEM

71 CLAY TILE ROOF SYSTEM

72

73 SCHEDULED FLOORING. TYP.

74 MORTAR DIVERter. TYP.

75 PRECAST STONE CAP WITH CONTINUOUS SEALANT BEAD

76 SURFACE MOUNTED DOOR ENCLOSURE

77

78 STUCCO FINISH SYSTEM FLOORS BASEMENT TO 3RD FLOOR A500

79 EPS FINISH SYSTEM FLOORS 4TH TO ROOF A501

80

81 SCHEDULED CEILING. RE: RCP's & ASSEMBLIES

82 TRELLIS

83 CONCRETE COLUMN. RE: STRUCTURAL

84 ROOF DRAIN RE: PLUMBING 1A550

85 COMPOSITE WOOD DECKING AND SLEEPERS. INSTALL PER MANUFACTURER'S INSTRUCTIONS. INSTALL SLEEPERS PARALLEL TO SLAB SLOPE.

86 WEEPS @ 24" O.C. MAX.

87 BRICK TIE. TYP.

88

89

90 FIRE CONTAINMENT INSULATION - FIRESTOPPING

91

92

93

GENERAL NOTES

1. PROVIDE HORIZONTAL STABILIZATION TIE-IN GUIDES ON BOTH SIDES OF WINDOWS FOR FALL PROTECTION SYSTEM AT BUILDING EXTERIOR ON EVERY 3RD FLOOR (OF 4F, 6F, 8F, 10F, 12F, 14F, 16F, 18F, 20F, 22F, 24F, 26F, 28F, 30F) AS NEEDED TO COMPLY WITH OSHA REQUIREMENTS. RE: 12A515

2. BLOCKING TO BE PROVIDED AS REQUIRED TO ATTACH ALL OTHER CONSTRUCTION.

3. WALL SCANCES THAT PROTRUDE MORE THAN 4" FROM WALL FACE SHALL BE MOUNTED WITH BOTTOM NOT LOWER THAN 80" A.F.F.

NOTE: Keyed Notes and Construction Joints added

1 East
1/8" = 1'-0"

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THE LAKESIDE TOWER

2800 LAKESIDE PARKWAY, FLOWER MOUND, TX 76051

REALTY CAPITAL MANAGEMENT

REGISTERED ARCHITECT

ARCHITECT: BRITTON L. PERINA
LICENSE NO. 12018
COMPANY: EDI INTERNATIONAL, PC
FIRM ID #: 46220-00

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NO. DATE: ISSUE

07-22-15 FOUNDATION/CITY
COMMENTS

09-22-16 REVISIONS

12-05-16 PERMIT REVISIONS

PROJECT NO.: 16109.000

ISSUED: BUILDING PERMIT SET

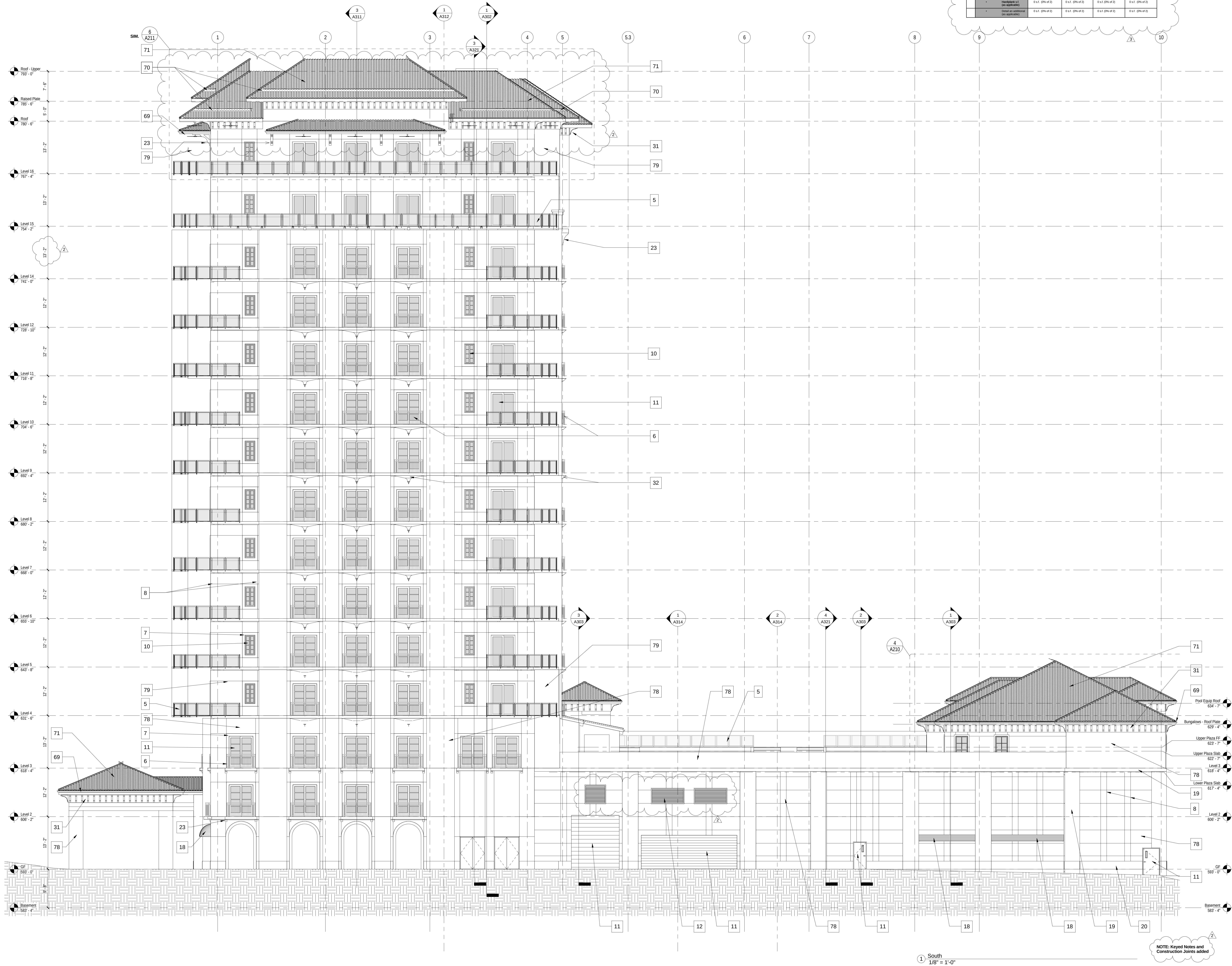
ISSUED DATE: 08-30-2016

DRAWING TITLE

EAST ELEVATION

DRAWING NUMBER

A203



- ### KEYNOTES
- STUCCO COLOR # 1
 - STUCCO COLOR # 2
 -
 -
 - 45° HIGH GLASS & PRE-FINISHED METAL RAILING SYSTEM
 - 42" HIGH PRE-FINISHED METAL RAILING SYSTEM 1A519
 - STUCCO TRIM, 1" PROTRUSION; TYPICAL AROUND EXTERIOR DOORS & WINDOWS
 - MATERIAL CONTROL JOINT 4A510
 - EXTERIOR MATERIAL EXPANSION JOINT. ALIGN HORIZONTAL EXPANSION JOINTS WITH UNDERSIDE OF FLOOR SLAB. TYPICAL. LOCATE VERTICAL EXPANSION JOINTS AS INDICATED ON ELEVATIONS. EXPANSION JOINT SPACING NOT TO EXCEED 20' O.C. & SHALL NOT BE MORE THAN 10' FROM BUILDING CORNERS. ALIGN SUBSTRATE JOINTS AS INDICATED ON DETAIL.
 - SCHEDULED WINDOW
 - SCHEDULED LOUVER
 - RAFTER TAILS
 -
 - CONTINUOUS METAL EDGE W/ FLASHING TAPE
 - THE FOAM SHAPE SHOULD BE ADHERED TO THE BASE FOAM OF THE WALL SURFACE. REQUIRE BASE COAT AND MESH APPLIED AT FOAM
 - EXHAUST / DRYER VENT; MATCH ADJACENT BUILDING EXTERIOR COLOR
 - CANOPY
 - 3" STUCCO SYSTEM PLASTER AND BUILDING BAND 9A510
 - PRE-FINISHED METAL CAP FLASHING W/ DRIP EDGE 12A500
 - CONCRETE SLAB, RE: STRUCTURAL
 - DECORATIVE CORBEL
 - SLIP RESISTANT PEDESTRIAN TRAFFIC AND WATERPROOFING COATING AT BALCONY, WRAP AROUND SLAB EDGE AND TERMINATE AT DRIP
 - STEEL STRUCTURE, RE: STRUCTURAL
 - CUPPER, 6"x8" U.N.G.
 - DAMP SCREEN / STARTER TRACK CASING BEAD
 - BACKER ROD & SEALANT, 3/8" MIN. WIDTH; PROVIDE FLEXIBLE FLASHING TAPE AT ALL SUBSTRATE TRANSITIONS
 - GLASS MAT GYPSUM SHEATHING WITH FLUID APPLIED MEMBRANE AR & WATER BARRIER (BASIS OF DESIGN PRODUCT "STO GOLD COAT")
 - SELF ADHERED FLASHING TAPE
 - DECORATIVE EYE TRIM
 - DECORATIVE BALCONY TRIM
 - FRAMING, RE: ASSEMBLIES & STRUCTURAL
 - SPECIFIED DEFLECTION TYPE HEAD JOINT, TYPICAL AT CONC. SLAB
 - BLOCKING AS REQUIRED, PROVIDE P.T. WOOD AT ROOF LOCATIONS
 - GYPSUM BOARD, RE: ASSEMBLIES
 - RESISTANT CHANNEL
 - SCHEDULED BASE
 - SCHEDULED INSULATION; RE: (SEE FOR INSULATION SCHEDULE)
 - FLASHING (CONTINUOUS, PRE-FINISHED, SOLDER ALL JOINTS, U.N.G.)
 - SEALANT
 - PLYWOOD
 - CONTINUOUS SEALANT BED, TYPICAL AT WINDOWS & DOORS AT SLAB
 - FIBER PAVEMENT EXPANSION / ISOLATION JOINT FILLER STRIP WITH JOINT SEALANT, LOCATED BETWEEN PAVING AND BUILDING FOUNDATION, TYPICAL
 - FOUNDATION WATERPROOFING SYSTEM (SEE SHEET A540)
 - WINDOW STOOL & SKIRT, TYPICAL AT WINDOWS WITH SILL ABOVE FINISHED FLOOR
 - TPO ROOF MEMBRANE SYSTEM
 - DRAIN STRAINER WITH CLAMPING RING, DRAIN BOWL, AND DECK CLAMP
 - FASTENER (GASKETED WHERE NOTED ON DWGS)
 -
 - CANT STRIP
 - CONTINUOUS CLEAT
 - CONCRETE WALL, RE: STRUCTURAL
 - CMU WALL, RE: STRUCTURAL
 - GROUT, RE: STRUCTURAL
 - DRIP
 - MECHANICAL EQUIPMENT, RE: MECHANICAL
 - COVER / PROTECTION BOARD OVER WATERPROOFING
 - FLUID APPLIED MEMBRANE AR & WATER BARRIER, BASIS OF DESIGN PRODUCT "STO GOLD COAT"
 - EXTERIOR ACRYLIC FINISH SYSTEM, BASE, AND FINISH COATS APPLIED TO FACE OF SUBSTRATE
 - FLUID APPLIED MEMBRANE AR & WATER BARRIER SYSTEM OVER SUBSTRATE
 - EXTERIOR CMU OR CONCRETE WALLS AS INDICATED, STONE MORTAR JOINTS FLUSH, REPAIR CRACKS AND DAMAGE TO WALL SURFACE & COAT ENTIRE WALL SURFACE WITH CEMENTITIOUS LEVELING MATERIAL, AS REQUIRED FOR A UNIFORM SMOOTH SURFACE, BASIS OF DESIGN PRODUCT "STO GRIM COAT"
 - FINISH WITH ELASTOMERIC COATING TO MATCH EXTERIOR ACRYLIC FINISH SYSTEM FINISH COAT, "BASIS OF DESIGN PRODUCT "STOLASTIC"
 - PAVING SYSTEM WITH ADJUSTABLE REDECKERS
 - HOT FLUID APPLIED RUBBERIZED ASPHALT WATERPROOFING SYSTEM WITH PROTECTION COURSE AND DRAINAGE PANEL, BASIS OF DESIGN SYSTEM: "HYDROTECH ULTIMATE ASSEMBLY"
 - TILE BACKER BOARD SHEATHING WITH FLUID APPLIED MEMBRANE AR & WATER BARRIER (BASIS OF DESIGN PRODUCT "STO GOLD COAT")
 -
 - PAVING, RE: CIVIL
 - PRE-FINISHED COPPER, GUTTER, RE: PLANS FOR LOCATIONS
 - INTERNAL GUTTER SYSTEM
 - CLAY TILE ROOF SYSTEM
 -
 - SCHEDULED FLOORING, TYP.
 - MORTAR DIVERTER, TYP.
 - PRECAST STONE CAP, WITH CONTINUOUS SEALANT BEAD
 - SURFACE MOUNTED DOOR ENCLOSURE
 -
 - STUCCO FINISH SYSTEM FLOORS BASEMENT TO 3RD FLOOR A500
 - EPS FINISH SYSTEM FLOORS 4TH TO ROOF A501
 -
 - SCHEDULED CEILING, RE: RCP's & ASSEMBLIES
 - TRELLIS
 - CONCRETE COLUMN, RE: STRUCTURAL
 - ROOF DRAIN, RE: PLUMBING 1A450
 - COMPOSITE WOOD DECKING AND SLEEPERS, INSTALL PER MANUFACTURER'S INSTRUCTIONS. INSTALL SLEEPERS PARALLEL TO SLAB SLOPE.
 - WEEPS @ 24" O.C. MAX.
 - BRICK TIE, TYP.
 -
 - FIRE CONTAINMENT INSULATION - FIRESPRINK
 -
 -
- ### GENERAL NOTES
- PROVIDE HORIZONTAL STABILIZATION TIE-IN GUIDES ON BOTH SIDES OF WINDOWS FOR FALL PROTECTION SYSTEM AT BUILDING EXTERIOR ON EVERY 3RD FLOOR SLAB OF: 6F, 8F, 10F, 12F, 14F, 16F, 18F, 20F, 22F, 24F, 26F, 28F, 30F, 32F, 34F, 36F, 38F, 40F, 42F, 44F, 46F, 48F, 50F, 52F, 54F, 56F, 58F, 60F, 62F, 64F, 66F, 68F, 70F, 72F, 74F, 76F, 78F, 80F, 82F, 84F, 86F, 88F, 90F, 92F, 94F, 96F, 98F, 100F. AS NEEDED TO COMPLY WITH OSHA REQUIREMENTS. RE: 12A515
 - BLOCKING TO BE PROVIDED AS REQUIRED TO ATTACH ALL OTHER CONSTRUCTION.
 - WALL SCONCES THAT PROTRUDE MORE THAN 4" FROM WALL FACE SHALL BE MOUNTED WITH BOTTOM NOT LOWER THAN 80" A.F.F.

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The Lakeside Tower

THE LAKESIDE TOWER
2800 LAKESIDE PARKWAY, FLOWER MOUND, TX 76051
REALTY CAPITAL MANAGEMENT

REALTY CAPITAL

REGISTERED ARCHITECT
STATE OF TEXAS
ARCHITECT: BRITTON L. PERKINS
LICENSE NO. 12139
COMPANY: EDI INTERNATIONAL, P.C.
FIRM ID #: 46226-00

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NO. DATE ISSUE
07-22-15 FOUNDATION/CITY
09-22-16 REVISIONS
12-05-16 PERMIT REEXAMINATIONS

PROJECT NO.: 16109.000
ISSUED: BUILDING PERMIT SET
ISSUED DATE: 08-30-2016

DRAWING TITLE
SOUTH ELEVATION

DRAWING NUMBER
A204

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 63-12, THE LAKESIDE DFW MIXED USE DEVELOPMENT, AS AMENDED, THROUGH THE AMENDMENT OF EXHIBIT "B," "DEVELOPMENT STANDARDS," BY AMENDING SECTION 7, "ARCHITECTURE AND BUILDING STANDARDS," TO AMEND PROVISION 7.1.B, "MATERIALS," TO ALLOW EIFS AS AN UNRESTRICTED MATERIAL APPLICABLE ONLY TO THE LAKESIDE TOWER DEVELOPMENT WITHIN SUBZONE MU-TEN(2); AND BY AMENDING SECTION 8, "SIGNAGE STANDARDS," TO ALLOW NON-ILLUMINATED SIGNS ON CONSTRUCTION CRANES LOCATED WITHIN THE MU-TEN(1), MU-TEN(2) AND MU-C(3) SUBZONES, AND TO AMEND THE MAXIMUM WIDTH AND HEIGHT MEASUREMENTS OF THE WALL SIGNS APPLICABLE ONLY TO THE BUILDING LOCATED IN SUBZONE MU-TMR(1) AT 901 LONG PRAIRIE ROAD IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; REPEALING ALL CONFLICTING 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.

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 owners of the property described as approximately 156 acres in The Lakeside DFW Mixed Use Development have filed an application for a zoning amendment to amend the Lakeside DFW Mixed Use Development Zoning Ordinance No. 63-12 as amended; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on February 13, 2017, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on February 20, 2017, with respect to the proposed zoning amendment as 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 amendment on the property; and,

WHEREAS, the Town Council finds that the zoning 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.

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 and area as shown below:

156 acres of land being all of the Lakeside DFW Mixed Use Development.

Exhibit "B" to Ordinance No. 63-12, as amended, which exhibit is entitled "Development Standards," is hereby amended by amending Section 7, "Architecture and Building Standards," to modify provision 7.1.B, "Materials," to allow EIFS as an Unrestricted Material applicable only to the Lakeside Tower development within Subzone MU-TEN(2), as depicted in Exhibit "A" to this ordinance attached hereto and incorporated herein.

Exhibit "B" to Ordinance No. 63-12, as amended, which exhibit is entitled "Development Standards," is hereby amended by amending Section 8, "Signage Standards," to allow non-illuminated signs on construction cranes located within the MU-TEN(1), MU-TEN(2) and MU-C(3) Subzones, as depicted in Exhibit "A" to this ordinance attached hereto and incorporated herein.

Exhibit "B" to Ordinance No. 63-12, as amended, which exhibit is entitled "Development Standards," is hereby amended by amending Section 8, "Signage Standards," to amend the maximum width and height measurements of the wall signs applicable only to the building in Subzone MU-TMR(1) located at 901 Long Prairie Road, as depicted in Exhibit "A" to this ordinance attached hereto and incorporated herein.

SECTION 2

The use of the property described above shall be subject to all restrictions, terms and conditions contained in Exhibit "A," attached hereto, as well as the applicable regulations contained in Ordinance No. 63-12, the Land Development Regulations, and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 3

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 4

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 5

Any person, firm, or corporation who violates any provision of this Ordinance 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.

SECTION 6

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 7

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 8

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 _____, 2017.

APPROVED:

Thomas E. Hayden, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, **TOWN ATTORNEY**

CONCEPT PLAN AND REGULATING PLAN



EIFS Allowed as
unrestricted
material for
tower here

Attached signs are
allowed as shown
below for 901 Long
Prairie Road only

Roundabout #1

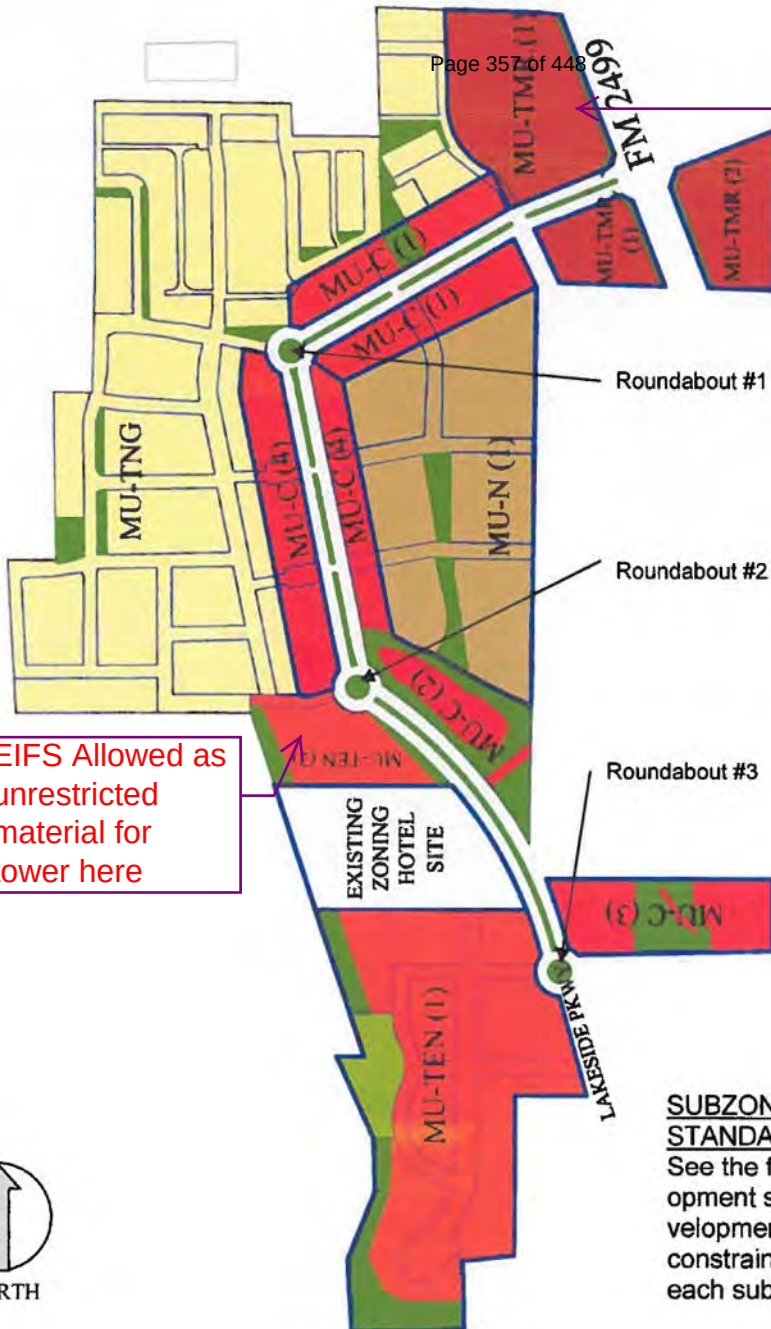
Roundabout #2

Roundabout #3

Non-illuminated
construction crane
signs allowed in
Subzones MU-
TEN(1), MU-TEN(2)
and MU-C(3) as
shown in Ordinance
#63-12 and below

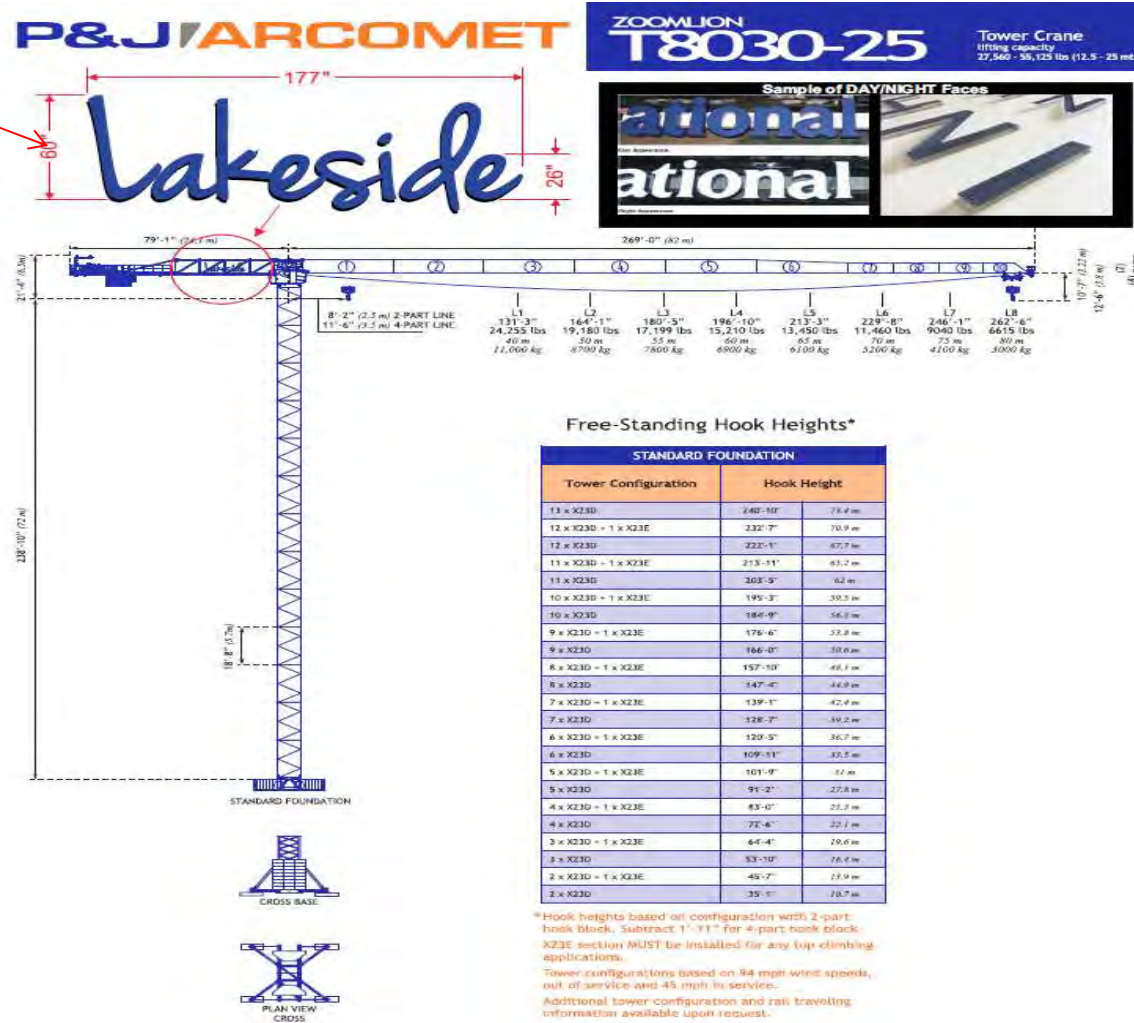
SUBZONE DEVELOPMENT STANDARDS

See the following subzone development standards for specific development rules, restrictions and constraints on development with each subzone.



Signs shall not be illuminated

Not to exceed
100 square feet



Proposed Configuration



Milwaukee Joe's: Wall2 (West Elevation)
901 Long Prairie Rd, #106, Flower Mound, TX 75022

*****This proposed sign set has an equal amount of square footage as the design in page 1**



From: Jim Striegel
Sent: Thursday, February 09, 2017 1:55 PM
To: Poornima Srinarasi
Subject: Mixed use MU17-0001 Lakeside DFW

I am against this so no for me.

Jim Striegel



DATE: February 20, 2017

FROM: Doug Powell, Executive Director of Development Services

ITEM: Public Hearing to consider a request for a Master Plan Amendment (MPA17-0003 – Urban Design – Roofs and Parapets) to amend Section 4, Urban Design Plan, by modifying the Roofs and Parapets Standards regarding applicability and waiver process and criteria, and to consider adopting an ordinance providing for said amendment. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its February 13, 2017, 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 a Master Plan Amendment (MPA17-0003 – Urban Design – Roofs and Parapets) to amend Section 4, Urban Design Plan, by modifying the Roofs and Parapets Standards regarding applicability and waiver process and criteria, and adopt an ordinance providing for said amendment.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 6

DATE: February 13, 2017

FROM: Doug Powell, Executive Director of Development Services

ITEM: Public Hearing to consider a request for a Master Plan Amendment (MPA17-0003 – Urban Design – Roofs and Parapets) to amend Section 4, Urban Design Plan, by modifying the Roofs and Parapets Standards regarding applicability and waiver process and criteria.

I. ITEM SUMMARY

There are no outstanding issues associated with this request.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to amend the Roofs and Parapets standards within the Town's Urban Design Plan related to the requirement that non-residential buildings 15,000 square feet or less have pitched roofs.

The current text of the Master Plan reads:

12. Roofs and Parapets

- 12.1. "Roofs of non-residential buildings 15,000 square feet or less are to reflect hip and/or gable styles that replicate residential scale and pitch, provided that the Town Council may approve, upon recommendation from the Planning and Zoning Commission, a waiver request to this requirement for buildings within SPA 1, SPA 5 or SPA 6, consistent with the requirements in Section 3.0(g) of SPA 1, Section 3.0(m) of SPA 6 and Section 3.0(a) and (o) of SPA 5. In designing a residential scaled roof for non-residential buildings 15,000 square feet or less, the goal shall be a roof that provides for characteristic roof pitches/slopes of residential homes in the Town of Flower Mound (6/12 to 9/12 slope) and high steeply-pitched and/or expansive roof pitches/slopes shall be avoided."

This standard has served the Town well, and along with the other standards within the Urban Design Plan has created a distinctive impression along the commercial corridors. This proposal is to modify the existing language to provide for a waiver process for individual cases where this standard is deemed to be too restrictive. The current text references Specific Planning Areas (SPAs) as the mechanism for waiver requests. The SPAs were removed from the Master Plan on December 19, 2016, by

an action of the Town Council. The new text is to propose removal of the obsolete references to SPAs and to modify the standards with regard to the applicability and criteria for consideration in the waiver request process.

Further, there has been general discussion over the years about fine-tuning the Town's roof standards. Waiver requests have been granted for certain projects in certain areas of town, but there has been some uncertainty with regard to the appropriate application and criteria for consideration. With the removal of the SPA language, there is an opportunity to provide more clarity and certainty for developers, as well as staff, during the review process.

The following is the proposed amendments to Section 4, Urban Design Plan;

Existing standards:

12. Roofs and Parapets

12.1. Roofs of non-residential buildings 15,000 square feet or less are to reflect hip and/or gable styles that replicate residential scale and pitch. In designing a residential scaled roof for non-residential buildings 15,000 square feet or less, the goal shall be a roof that provides for characteristic roof pitches/slopes of residential homes in the Town of Flower Mound (6/12 to 9/12 slope) and high steeply-pitched and/or expansive roof pitches/slopes shall be avoided. The Town Council may approve, upon recommendation from the Planning and Zoning Commission a waiver to this request for individual projects. Such requests should only be contemplated in areas that are not adjacent to residences, are part of large scale developments and provide architectural detail to soften the appearance of large, tall vertical walls.

At the time this report was written there is one development that has applied for a waiver to this provision. The revision to the Planned Development standards for Timber Creek Medical is scheduled to be heard following this item.

III. CORRESPONDENCE

The Town Code requires public notice in a newspaper of general circulation (Denton Record Chronicle) for all Master Plan amendments. At the time this report was written, staff had received no correspondence regarding the request.

IV. ATTACHMENTS

None

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 4.0, URBAN DESIGN PLAN, OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, TO MODIFY THE ARCHITECTURAL STANDARDS BY AMENDING THE STANDARDS FOR ROOFS OF NON-RESIDENTIAL BUILDINGS 15,000 SQUARE FEET OR LESS CONTAINED IN SUBPARAGRAPH 12.1; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY 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, on March 19, 2001, the Town Council of the Town of Flower Mound adopted all nineteen component plans, specifically including the Urban Design Plan, together with all amendments thereto, by Ordinance No. 24-01 as a component to the Flower Mound Master Plan; and

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on February 13, 2017, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on February 20, 2017, with respect to the Master Plan Amendment described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 213 of the Local Government Code, Chapter 78 of the Town's Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of the Master Plan Amendment described herein;

WHEREAS, the Town Council finds that amendment of the Master Plan 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;

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

SECTION 1

The Master Plan of the Town of Flower Mound, Texas, as amended, is hereby amended as described below:

The Architectural Standards of Section 4.0, Urban Design Plan, are hereby amended to amend subparagraph 12.1 under "Roofs and Parapets" to read as follows:

"12.1 Roofs of non-residential buildings 15,000 square feet or less are to reflect hip and/or gable styles that replicate residential scale and pitch. In designing a residential scaled roof for non-residential buildings 15,000 square feet or less, the goal shall be a roof that provides for characteristic roof pitches/slopes of residential homes in the Town of Flower Mound (6/12 to 9/12 slope) and high steeply-pitched and/or expansive roof pitches/slopes shall be avoided. The Town Council may approve, upon recommendation from the Planning and Zoning Commission a waiver to this request for individual projects. Such requests should only be contemplated in areas that are not adjacent to residences, are part of large scale developments, and provide architectural detail to soften the appearance of large, tall vertical walls."

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

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 5

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
_____, 2017.

APPROVED:

Thomas E. Hayden, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, **TOWN ATTORNEY**



REGULAR ITEM NO. 15

DATE: February 20, 2017

FROM: Poornima Srinarasi, Senior Planner

ITEM: Public Hearing to consider a request for rezoning (ZPD16-0011 - Timber Creek Medical Park) to amend Planned Development District-114 (PD-114) with Retail District-2 (R-2) and Office District (O) uses to include additional land, modify the conceptual elevations and plans, 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 east of Long Prairie Road and south of College Parkway. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its February 13, 2017, 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 (ZPD16-0011 - Timber Creek Medical Park) to amend Planned Development District-114 (PD-114) with Retail District-2 (R-2) and Office District (O) uses to include additional land, modify the conceptual elevations and plans, modify the development standards, and request certain exceptions and modifications to the Code of Ordinances, and adopt an ordinance providing for said amendment.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 7

DATE: February 13, 2017

FROM: Poornima Srinarasi, Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD16-0011 - Timber Creek Medical Park) to amend Planned Development District-114 (PD-114) with Retail District-2 (R-2) and Office District (O) uses to include additional land, modify the conceptual elevations and plans, modify the development standards, and request certain exceptions and modifications to the Code of Ordinances. The property is generally located east of Long Prairie Road and south of College Parkway.**

I. ITEM SUMMARY

This application has been reviewed by DRC and, aside from the requested exceptions, has been found to be in conformance with all applicable Town regulations.

This application will require final action by the Town Council. Approval of the exception request to Section 4, Urban Design Plan, Section 4.12 – Roofs and Parapets is contingent upon the approval of a Master Plan Amendment (MPA17-0003) that is on the same agenda for your consideration.

II. APPLICATION ANALYSIS

Planned Development District-114 (PD-114) encompasses approximately 21.62 acres, out of which approximately 8.83 acres adjacent to Long Prairie Road is zoned for Retail-2 (R-2) uses with the rear 13.08 acres zoned for Office (O) uses. The purpose of this request is to amend the concept plans, elevations, and development standards associated with PD-114 and to add and rezone approximately 0.745 acres that abuts the western property line of PD-114. The additional acreage is currently zoned Retail-1 (R-1) and the proposed zoning is PD-114 with R-2 uses. The proposal is consistent with the Master Plan's designation of Retail uses.

A. Modifications to concept plans and elevations:

The subject site consists of four buildable lots and one open space lot. The site is divided into four quadrants by the extension of West Windsor Drive that runs east-west and an internal drive that runs north-south. Proposed amendments to the site layout is predominantly within the northwest (proposed Lot 3RB) and southeast (existing Lot 1) quadrants. The primary access to the site is from Long Prairie Road and mutual access easements from the property located to the south.

Approved concept plan depicted a 60,000 square-foot, three story medical office building within the southeast quadrant (Lot 1, Block A). Presbyterian Hospital recently purchased this lot to develop it as a commercial parking lot which is a permitted use within the office zoning district. The proposed concept plan depicts 318 parking spaces on approximately 3.96 acres to support the additional parking needs of the Hospital.

Approved concept plan depicted four retail-office buildings consisting of approximately 54,800 square-feet within the northwest quadrant. The proposed layout depicts three retail buildings consisting of approximately 27,585 square feet. Addition of 0.745 acres of land within this quadrant offers additional frontage and visibility to the development from Long Prairie Road. The required parking for the proposed buildings within the northwest quadrant is 278 spaces and the plan depicts 231 spaces, which is within the allowed 20% deviation. The Town's code requires a parking study for any non-residential developments consisting of 250 or more parking spaces. The applicant has provided a parking study that is attached as Attachment A(4).

The conceptual landscape plan shows the areas planned for landscaping. In the northwest quadrant, a pedestrian plaza between Buildings A and B has been incorporated into the design which extends into a large landscaped parking island. This parking island includes a pergola, enhanced landscaping and seating. The proposed landscape plan for the entire site is in compliance with the Town's Land Development Regulations and PD-114.

The proposed elevations for the four retail buildings in the northwest quadrant complement the existing Taco Bueno building and previously approved conceptual elevations in terms of materials and colors. The applicant is requesting an exception to the architectural standards of the Urban Design Plan to allow buildings under 15,000 square-feet to not have a pitched roof design.

1. Waiver to certain Architectural Standards

Roofs and Parapets

12.1. Roofs of non-residential buildings 15,000 square feet or less are to reflect hip and/or gable styles that replicate residential scale and pitch, provided that the Town Council may approve, upon recommendation from the Planning and Zoning Commission, a waiver request to this requirement for buildings within SPA 1, SPA 5 or SPA 6, consistent with the requirements in Section 3.0(g) of SPA 1, Section 3.0(m) of SPA 6 and Section 3.0(a) and (o) of SPA 5. In designing a residential scaled roof for non-residential buildings 15,000 square feet or less, the goal shall be a roof that provides for characteristic roof pitches/slopes of residential homes in the Town of Flower Mound (6/12 to 9/12 slope) and high steeply-pitched and/or expansive roof pitches/slopes shall be avoided.

On December 19, 2016, the Town Council approved the elimination of Section 3, Specific Plan Areas, from the Town's Master Plan and the removal of the SPA overlays from the Land Use Map. The Master Plan Amendment (MPA17-0003) application proposes to eliminate references to Specific Plan Areas (SPAs) and to modify the standards with regard to the applicability and criteria for consideration in the waiver request process.

The proposed retail buildings are less than 15,000 square feet and the elevations shall be required to exhibit pitched roof designs. The proposed elevations consist of a combination of flat roof with parapets and pitched roof towers at building corners. The applicant is requesting a waiver to the pitched roof requirements for retail buildings 15,000 square feet or less within PD-114. However, this request is contingent upon Town Council approval of the Master Plan Amendment (MPA17-0003).

2. Exception to Overhead Utilities

Along the frontage of Long Prairie Road, approximately 103 feet of overhead power line and one power pole is located within the additional 0.745 acres of land being proposed for inclusion into the PD boundary. The applicant is requesting an exception to Section 90-423, Underground utilities, of the Code of Ordinances to allow the overhead power lines to remain in the existing location. At the Town's request, the applicant has provided email correspondence from CoServ stating that CoServ does not allow overhead primary facilities to be placed underground where the facilities to be placed underground measure less than 1,200 linear feet (Attachment A(3)).

B. Modifications to the development standards:

The applicant is requesting certain amendments to the language in the PD-114 development standards in terms of rear setbacks, roof pitch, and building materials. The requested modification is shown in red text below.

Setbacks:

The minimum setback required in the Retail-2 (R-2) zoning district is 15 feet. The applicant is requesting certain modifications to the rear setback requirements within the R-2 zoning district.

Proposed modification to Section B(4)(f):

Minimum rear yard. The minimum rear yard in the Retail District-2 (R-2) areas shall be 15 feet for all uses, subject to section 98-1028 **only if the property line is located along the perimeter of the PD property. There shall not be a minimum rear setback for property lines that are internal to the PD property and only adjacent to "x" lots.**

Roof pitch:

The current language in PD-114 development standards requires sloped roofed designs for structures 15,000 square feet or less in area. The applicant's request to modify this language is contingent upon Town Council approval of Master Plan Amendment (MPA17-0003) request and upon Town Council approval of the waiver request for this project.

Proposed modification to Section D(1)(g)

~~Roof pitches shall conform to the Town's Master Plan 2001. Sloped roofing shall be required for structures 15,000 square feet in area and less.~~ **A waiver shall be granted to the sloped roofing requirement for structures 15,000 square feet and less in area.** Buildings of one or two stories over 15,000 square feet in area may have a flat or low-sloped roof, but shall use a parapet wall or mansard roof along

the building perimeter, so that the flat or low-sloped roof and any roof top mounted mechanical equipment is not visible from the public right-of-way or from neighboring residential buildings.

Building Materials – stucco:

On October 17, 2016, the Town Council approved a Master Plan Amendment (MPA16-0010) to amend Section 4, Urban Design Plan, by modifying the Architectural Standards to add stucco as a primary masonry option under Façade Materials. The current language in PD-114 lists stucco as secondary masonry and limits the use of stucco to a maximum of 20 percent on each façade. To be consistent with the current Urban Design Plan standards, the applicant is proposing to update the development standards to remove stucco from secondary masonry list.

Proposed modification to Section D(2)(a)

A minimum of eighty percent (80%) of the building wall area (not including doors and windows) shall be of a primary masonry identified within the Town's Urban Design Plan. Up to twenty percent (20%) of any wall surface material may be ~~stucco~~, fiber cement board, cementitious plaster, E.I.F.S., CMU, or a combination of all.

There are no amendments being proposed to a 60,000 square-foot medical office building and associated parking shown in the northeast quadrant and to the two retail buildings shown in the southwest quadrant. On February 8, 2016, the Planning and Zoning Commission approved a site plan (SP15-0018) and a replat (RP15-0008) for one of the retail buildings, Taco Bueno, which is currently under construction. The detention pond located on the northern portion of the property and the linear amenity area that runs along the north-south spine also remain unchanged.

On May 6, 2013, the Town Council approved a zoning amendment to add back Hospital as a use that may be permitted with a Specific Use Permit approved by the Town Council in those areas having a base zoning district designation of Retail District-2 (R-2) or Office District (O) uses.

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 rezoning requests. At the time this report was written, staff had not received any correspondence regarding this request.

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. Correspondence from CoServ
4. Parking Study
5. Planned Development District-114

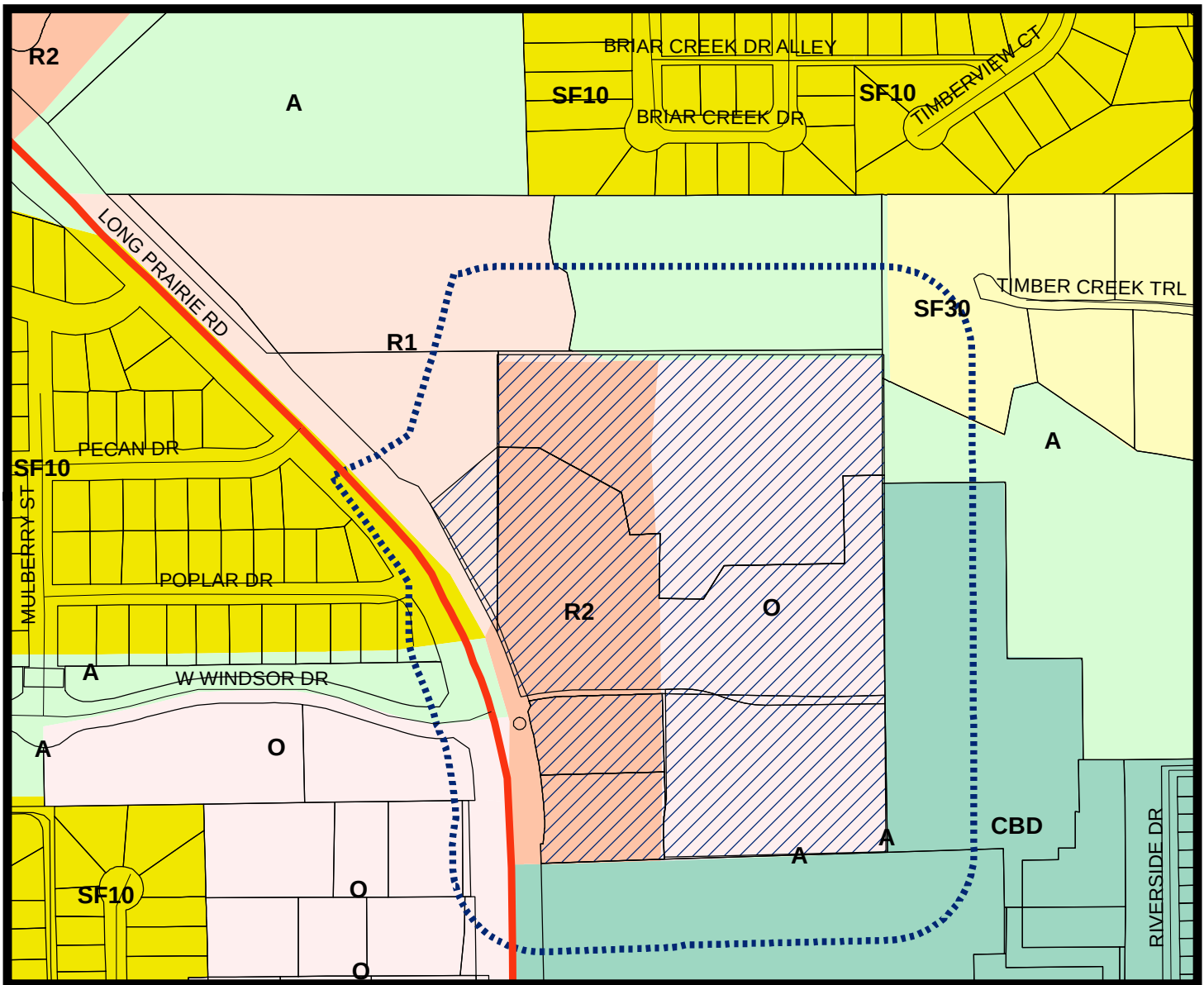
B. Application Details

1. Zoning Planned Development Package
2. Draft Redline Development Standards

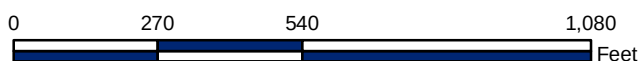
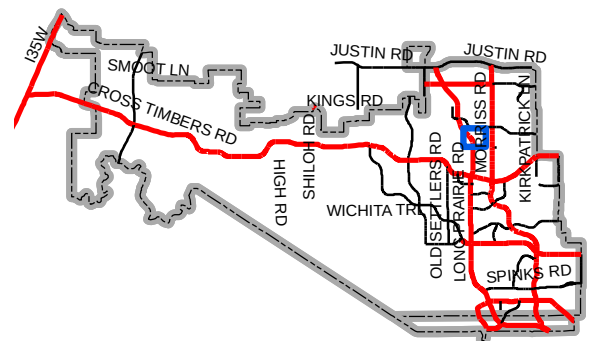
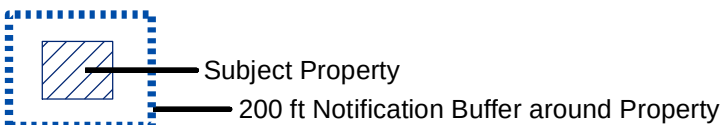
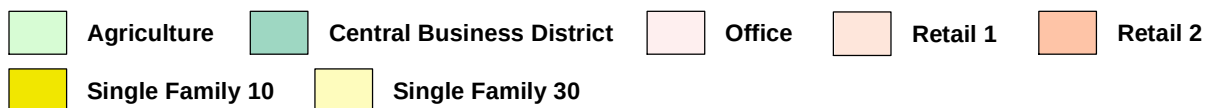


Vicinity Map

Reference Project: ZPD16-0011



LEGEND



Map Location

January 30, 2017

Mr. Doug Powell
Executive Director of Development Services
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

**RE: PD-114 Amendment Request – Timber Creek Medical Park
Letter of Intent
G&A Job No. 16056**

Mr. Powell:

Please accept this letter, on behalf of the RTG Capital, LLC, as an explanation of the proposed Zoning Change Request to amend Planned Development – 114 (PD-114), Ordinance 75-10, of the Town of Flower Mound's Code of Ordinances, known as Timber Creek Medical Park. This PD was approved in 2010 for retail, restaurant, office and medical office uses with pedestrian circulation and amenities. The PD encompassed a total of 21.62 acres.

The first purpose of this PD amendment is to add 0.745 acres of land that is directly adjacent to PD-114 on the northwest corner. This land is currently owned by Minassian Properties, LC and is zoned Retail-2. The entire Minassian property is approximately 8 acres and we are proposing to add just this 0.745 acres of their larger tract to the PD-114 tract. By adding this land to the PD, the site is able to have increased visibility from FM 2499, which is an integral part of retail and restaurant viability and success. It also allows the site to have another connection of ingress/egress from FM 2499 which helps with vehicular circulation and fire protection.

The second purpose of this PD amendment is to change the proposed use on Lot 1 from Office to a commercial parking lot, which is a permitted use in the PD. The reason for adding this parking lot, which will have 318 spaces, is to provide parking to support the hospital directly to the south. The hospital has experienced tremendous success and was recently expanded to provide even more services to patients. This expansion has created a need for more parking for these patients, as well as doctors, nurses, and staff. Lot 1 was also recently purchased by the hospital partners for the purposes of additional parking.

We have included a Conceptual Site Plan, Conceptual Landscape Plan, and Conceptual Elevations with the PD Zoning application. The amendments to the PD pertain to Lots 1, 5, 6, and 7 as shown on the approved Conceptual Site Plan that is attached to Ordinance 75-10. We have reconfigured the buildings to face FM 2499 and include a pedestrian plaza and outdoor dining patios. We are not proposing to modify the other areas within the PD. The proposed elevations for this portion of the PD adhere to the architectural requirements of the PD and are compatible to the established unified design theme of Timber Creek Medical Park.

Timber Creek Medical Park – MPA

January 30, 2017

Page 2 of 2

The following amendments to PD-114 are being requested as part of this application (proposed changes are underlined or ~~struckthrough~~) :

1. Section B.4.f. **Minimum rear yard.** The minimum rear yard in the Retail District -2 (R-2) area shall be 15 feet if the property line is located along the perimeter of the PD property. There shall not be a minimum rear setback for property lines that are internal to the PD property and only adjacent to "X" lots.
2. Section D.1.g. Roof pitches shall conform to the Town's Master Plan. Sloped roofing shall be required for structures 15,000 square feet in area and less; however the Town Council may grant a waiver to this request in accordance with the Master Plan. Buildings of one or two stories over 15,000 square feet in area may have a flat or low-sloped roof, but shall use a parapet wall or mansard roof along the building perimeter, so that the flat or low-sloped roof and any roof top mounted mechanical equipment is not visible from the public right-of-way or from neighboring residential buildings.
3. Section D.2.a. A minimum of eighty percent (80%) of the building wall area (not including doors and windows) shall be of a primary masonry identified within the Town's Urban Design Plan. Up to twenty percent (20%) of any wall surface may be ~~stucco~~, fiber cement board, cementitious plaster, EIFS, CMU, or a combination of all.

In addition to the PD Amendment Application, we are requesting a waiver to allow pitched roofs on buildings under 15,000 SF.

We would also like to request an exception to the removal requirement of overhead power lines. There is one power pole on the subject property and the remaining poles are within TxDOT's right-of-way.

Thank you for your consideration in the above request. We look forward to working with the Town to bring another exciting development to the community.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. J. Dollak Jr.", with a stylized flourish at the end.

Robert J. Dollak Jr., P.E.

cc: Shane Shoulders, RTG Capital, LLC

Z:\2016\16056\PDFs & Submittals\Zoning\P&Z SUBMITTAL 012917\2017.01.29 PD LOI REVISED 16056.doc

From: Brant Hargrave [mailto:]
Sent: Thursday, January 19, 2017 2:20 PM
To: Scott Minnis < >
Cc: Bobby Dollak < >; Randi Rivera < >
Subject: RE: Timber Creek Medical Plaza - Overhead power lines

Scott,

This is email is to confirm that the overhead power lines running parallel to FM 2499 in Flower Mound, Texas are CoServ Electric's.

Due to the large number of failure points created by short sections of CoServ Electric's distribution system being placed underground, CoServ Electric implemented a policy that does not allow overhead facilities of less than 1,200' in length to be placed underground. Upon written request, and if approved by CoServ Engineering, CoServ Electric will provide a ballpark estimate to convert an overhead section of not less than 1,200' in length, to underground; however, the Town of Flower Mound's request for a letter does not meet CoServ's minimum requirements for a ballpark estimate, being that the property line along FM 2499 is approximately 500' in length. It is CoServ's position that burying this section of overhead primary line is not practical, in that it would jeopardize the integrity of the electrical circuit and possibly affect the quality of service provided in this area; therefore, CoServ will forgo any consideration of converting these facilities to underground. If you have any questions or need additional information, please don't hesitate to contact me.

Brant Hargrave
Engineering Services Manager
O (940) 321-7854 | C (940) 390-6486
7701 S Stemmons, Corinth, TX 76210

"CoServ's Mission is to deliver excellent service to our Members and Customers by providing safe and reliable energy solutions."

Timber Creek Medical Office Plaza

Parking Study

Prepared by: Robert J. Dollak, Jr., P.E. # 86898

Summary:

Timber Creek Medical Office Plaza is a 22.357-acre development located north of the Texas Health Presbyterian Flower Mound Hospital along the west side of FM 2499 at the intersection with West Windsor Drive. The site is planned to include retail, restaurant, and medical office uses. The Concept Plan is included in Exhibit "C" of this study.

Base Code Parking Requirements:

The table below represents the base parking required by the Town of Flower Mound Zoning Ordinance, Section 82-79 for the proposed development. In addition, the table also includes the allowed reductions from the base parking requirements.

Lot #	Use	Quantity (SF)	Town Code Parking Rate	# of Spaces Required	20% Reduction	# of Spaces Provided
1	Parking					318
2RA	Retail	14,500	1 per 250	58	47	36
2RB	Restaurant	2,800	1 per 75	38	31	40
3RA	Medical Office	60,000	1 per 250	240	192	191
3RB	Retail	12,585	1 per 250	51	41	231
	Restaurant	17,000	1 per 75	227	182	
		106,885		614	493	816

As illustrated in the table, the Town of Flower Mound requires 614 total parking spaces for this site. Per Town standards, a large development requires a 20% reduction of total parking spaces. Taking this reduction, lowers the minimum required number of required parking spaces to 493 spaces. With the allowed 20% increase, this puts the maximum number of required parking spaces at 737. However, with the recent expansion of the Hospital on the adjacent property to the south, 318 parking spaces on Lot 1 will be used by the Hospital staff, medical professionals, and patients.

Conclusion:

The proposed Concept Plan currently provides 816 spaces. Based on the different uses proposed within this development and the need for additional parking to serve the Hospital, 816 spaces is appropriate.

ZPD 03-10 Timber Creek Medical Park

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. 75-10

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING FROM AGRICULTURAL DISTRICT (A) USES TO PLANNED DEVELOPMENT DISTRICT NO. 114 (PD-114) FOR OFFICE DISTRICT (O) AND RETAIL DISTRICT-2 (R-2) USES ON APPROXIMATELY 21.62 ACRES IN THE C. CHACON SURVEY, ABSTRACT NO. 229, IN ACCORDANCE WITH THE TOWN'S MASTER PLAN 2001 AND SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after public notice and public hearing as required by law, the Planning and Zoning Commission of the Town of Flower Mound, Texas, has recommended a change in zoning classification of the property described herein and has recommended amending the official zoning map, Exhibit "A" of Subpart B, Land Development Regulations, of the Code of Ordinances of the Town of Flower Mound, Texas, regarding the rezoning of the property hereinafter described; and

WHEREAS, all legal requirements, conditions, and prerequisites have been complied with prior to this case coming before the Town Council of the Town of Flower Mound; and

WHEREAS, the Town Council of the Town of Flower Mound, after public notice and public hearing as required by law and upon due deliberation and consideration of the recommendation of the Planning and Zoning Commission of the Town of Flower Mound and of all testimony and information submitted during said public hearings, has determined that, in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of the Town, the zoning of the property described herein shall be changed and that the official zoning map, Exhibit "A" of Subpart B, Land Development Regulations, of the Code of Ordinances of the Town of Flower Mound, Texas, shall be amended to reflect the rezoning of the property herein described.

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

SECTION 1

All of the above premises are found to be true and correct legislative and factual determinations of the Town of Flower Mound and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

ORDINANCE NO. 75-10**PAGE 2****SECTION 2**

From and after the effective date of this Ordinance, the property described herein shall be rezoned as set forth in this section, and the official zoning map, Exhibit "A" of Subpart B, Land Development Regulations, of the Code of Ordinances of the Town of Flower Mound, Texas (the "Flower Mound Code"), is hereby amended and changed in the following particulars to reflect the action taken herein, and all other existing sections, subsections, paragraphs, sentences, definitions, phrases, and words of said Land Development Regulations are not amended but shall remain intact and are hereby ratified, verified, and affirmed, in order to create a change in the zoning classification of the property described herein, as follows:

That certain tract of land being 21.62 acres of land in the C. Chacon Survey, Abstract No. 229, and more fully described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property"), presently zoned Agricultural District (A) uses, is hereby rezoned Planned Development District No. 114 (PD-114) for Office District (O) and Retail District-2 (R-2) uses in accordance with specific requirements in the Town's Master Plan 2001, and in accordance with Exhibit "B" (Development Standards), Exhibit "C" (Concept Site Plan), Exhibit "D" (Concept Landscape Plans), Exhibit "E" (Concept Elevations), Exhibit "F" (Parking Study), and Exhibit "G" (Phasing Plan) attached hereto and incorporated herein as if repeated verbatim. Notwithstanding the foregoing, nothing contained in the attached Exhibit "C" (Concept Site Plan), Exhibit "D" (Concept Landscape Plans), Exhibit "E" (Concept Elevations), Exhibit "F" (Parking Study), and/or Exhibit "G" (Phasing Plan) shall be interpreted as waiving or granting a variance from any requirement of any other provisions of the Town's Code of Ordinances.

SECTION 3

This Ordinance shall be cumulative of all provisions of ordinances of the Town of Flower Mound, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 4

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

ORDINANCE NO. 75-10

PAGE 3

incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

SECTION 5

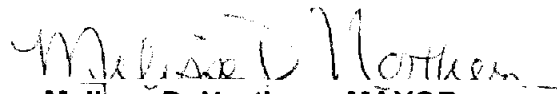
Any person, firm or corporation who violates any provision of this Ordinance or of the final site plan as adopted by the Planning and Zoning Commission of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 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.

SECTION 6

This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF 3 TO 2, ON THIS THE 16 DAY OF DECEMBER 2010.

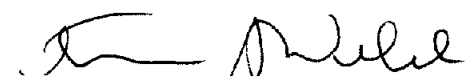
APPROVED:


Melissa D. Northern, MAYOR

ATTEST:


Theresa Fawcett, INTERIM TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:


Terrence S. Welch, TOWN ATTORNEY

ORDINANCE NO. 75-10

PAGE 4

EXHIBIT "A"
Property Description

A 21.62-acre tract of land situated in the C. CHACON SURVEY, ABSTRACT NO. 299 conveyed to Hawks Ramsey, LLC., as described by deed recorded under County Clerk File No. 05-123316, 2006-355586, and 2008-19259 of the Denton County Deed Records, (D.C.D.R.) and being more particularly described as follows:

BEGINNING at a Texas Department of Transportation monument found at the northwest corner of a tract of land conveyed to Flower Mound Hospital Partners, LLC, as described by deed recorded in Document Number 2008-102194, D.C.D.R. same point being in the east line of F.M. Road No. 2499 (a variable width right-of-way);

THENCE NORTH 00 DEGREES 44 MINUTES 50 SECONDS WEST, along the west line of a tract of land conveyed to Prairie Road Partners, LTD, as described by deed recorded in Document Number 05-123316, D.C.D.R. a total distance of 44.82 feet to a Texas Department of Transportation monument;

THENCE, along the east line of said F.M. Road No. 2499 the following courses and distances:

SOUTH 88 DEGREES 47 MINUTES 33 SECONDS EAST, a distance of 5.11 feet to a Texas Department of Transportation monument;

NORTH 02 DEGREES 55 MINUTES 46 SECONDS WEST, a distance of 99.96 feet to a Texas Department of Transportation monument;

NORTH 07 DEGREES 30 MINUTES 10 SECONDS WEST, a distance of 100.10 feet to a Texas Department of Transportation monument;

THENCE NORTH 12 DEGREES 23 MINUTES 43 SECONDS WEST, along the west line of said Prairie Road Partners, LTD tract a distance of 107.08 feet to a Texas Department of Transportation monument at the southwest corner of a tract of land conveyed to Hawks Ramsey as described by deed recorded in Document Number 2006-35586;

THENCE NORTH 18 DEGREES 58 MINUTES 05 SECONDS WEST, along the west line of said Hawks Ramsey tract a distance of 36.70 feet to a 1/2-inch Iron rod found, same point being the southwest corner of a tract of land conveyed to Hawks Ramsey, as described by deed recorded in Document Number 2006-35586, D.C.D.R.;

THENCE NORTH 19 DEGREES 04 MINUTES 08 SECONDS WEST, along the west line of said Hawks Ramsey, LLC tract a distance of 137.04 feet to a Texas Department of Transportation monument said point also being the southeast corner of a tract of land conveyed to Minassian Properties, LLC, as described by deed recorded in Document Number 98-0113753, D.C.D.R.;

THENCE NORTH 04 DEGREES 51 MINUTES 04 SECONDS WEST, along the west line of said Hawks Ramsey, LLC tract and along east line of said Minassian Properties, LLC tract a distance of 32.80 feet to a 1/2-inch iron rod found at the northwest corner of said Hawks Ramsey, LLC, same point being the southwest corner of a tract of land conveyed to Hawks Ramsey, LLC as described by deed recorded in Document Number 2008-19259, D.C.D.R.;

THENCE NORTH 00 DEGREES 43 MINUTES 20 SECONDS WEST, along the west line of said Hawks Ramsey, LLC tract and along east line of said Minassian Properties, LLC tract a distance of 586.92 feet to a 1/2-inch iron rod found at the northwest corner of said Hawks Ramsey, LLC

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tract, same point being in the south line of a tract of land conveyed to Minassian Properties, LLC, as described by deed recorded in Document Number 98-0113753, D.C.D.R.;

THENCE NORTH 89 DEGREES 34 MINUTES 59 SECONDS EAST, along the north side of said Hawks Ramsey, LLC tract and along south line of said Minassian Properties, LLC tract a distance of 210.43 feet to a 1/2-inch iron rod found for the southwest corner of a tract of land conveyed to John P. Reeder, as described by deed recorded in Document Number 2007-134910, D.C.D.R., and the southeast corner of said Minassian Properties, LLC tract;

THENCE NORTH 89 DEGREES 36 MINUTES 11 SECONDS EAST, along the south line of said Reeder tract, a distance of 655.74 feet to a 1/2-inch iron rod found for the northeast corner of a tract of land conveyed to Hawks Ramsey, LLC as described by deed recorded in Document Number 2008-35586, D.C.D.R., same point being in the west line of a tract of land conveyed to Gary M. Reeder as described by deed recorded in Document Number 3328-811;

THENCE SOUTH 01 DEGREES 07 MINUTES 00 SECONDS EAST, along the west line of said Hawks Ramsey, LLC tract, a distance of 43.94 feet to a 1/2-inch iron rod found for the southwest corner of said Reeder Tract same point being the north west corner of a tract of land conveyed to the Town of Flower Mound as described in deed recorded in Document Number 723-858, D.C.D.R.;

THENCE SOUTH 01 DEGREES 06 MINUTES 23 SECONDS EAST, along the east line of said Hawks Ramsey, LLC tract, a distance of 305.24 feet to a 5/8-inch iron rod found for the northwest corner of a tract of land conveyed to the Town of Flower Mound;

THENCE SOUTH 00 DEGREES 46 MINUTES 49 SECONDS EAST, along the west line of said Town of Flower Mound tract a total distance of 456.64 feet to a 3/8-inch iron rod found for the southeast corner of said Hawks Ramsey, LLC tract;

THENCE SOUTH 00 DEGREES 48 MINUTES 34 SECONDS EAST, along the west line of said Town of Flower Mound tract a distance of 350.12 feet to a 1/2-inch iron rod found for the southeast corner of said Prairie Road Partners, LTD tract same point being in the north line of said Flower Mound Hospital Partners, LLC.;

THENCE SOUTH 88 DEGREES 03 MINUTES 56 SECONDS WEST, a distance of 780.14 feet to the POINT OF BEGINNING and containing a total of 21.62 acres of land more or less and being subject to any and all easements that may affect.

EXHIBIT "B"
Development Standards

Planned Development District 114 (PD-114)
Office District (O) and
Retail District-2 (R-2) uses

Timber Creek Medical Park
And Timber Creek Medical Office Building

The Development depicted in Exhibit "C" shall be in accordance with the Town of Flower Mound's Master Plan 2001 and Land Development Regulations as amended, and shall be subject to the following requirements and conditions.

A. Office District (O) uses. Development of the Office District (O) area designated on Exhibit "C," the Concept Plan for Timber Creek Medical Park and Timber Creek Medical Office Building, comprising approximately 13.08[±] acres, shall be in compliance with all regulations applicable to Office District (O) uses contained in the Town's Land Development Regulations as amended, except as otherwise provided in this Ordinance.

1. **PERMITTED USES:** The following uses may be permitted in areas designated on Exhibit "C" as Office District (O) uses:

- a. Accessory retail/service uses;
- b. Accessory use, general, subject to section 98-972;
- c. Art supply store;
- d. Bank or savings and loan;
- e. Book or stationary store or newsstand;
- f. Church or rectory;
- g. Cleaning/laundry pickup station only;
- h. College or university;
- i. Community center, public;
- j. Custom personal service;
- k. Fire station;
- l. Florist;
- m. Golf course, public;
- n. Health club or athletic club;
- o. Local utility line;
- p. Off-street parking, accessory;
- q. Office, medical or dental;
- r. Office, general business and professional;

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- s. Optical sales;
- t. Park or playground, public;
- u. Parking lot, commercial;
- v. Personal improvement services;
- w. Public building, shop or yard;
- x. Restaurant, general;
- y. School, business;
- z. School, elementary or secondary;
- aa. Sewage pump station;
- bb. Swimming pool, commercial;
- cc. Swimming pool, public;
- dd. Telephone equipment station; and
- ee. Travel bureau or consultant.

2. **SPECIFIC USES:** The following uses may be permitted in areas designated on Exhibit "C" as Office District (O) uses with a Specific Use Permit (SUP) approved by the Town Council:

- a. Amusement and recreation (indoors), subject to section 98-973;
- b. Art supply store;
- c. Bus station or terminal;
- d. Cemetery or mausoleum;
- e. Cleaning shop or laundry pickup station;
- f. Cleaning/laundry shop with pickup station;
- g. Communication tower, commercial, subject to 98-977;
- h. Dancing, drama, or music school or studio;
- i. Day care center;
- j. Drugstore or pharmacy;
- k. Electrical line/substation, high voltage, subject to section 98-979;
- l. Fraternal club or lodge;
- m. Health club or athletic club;
- n. Helistop;
- o. Hotel or motel;
- p. Institution, drug or psychiatric treatment;
- q. Laboratory, medical and dental;
- r. Laboratory, scientific and research;
- s. Lithographic or print shop;
- t. Mortuary or funeral home;
- u. Museum, library or art gallery, public;
- v. Nursing or congregate care facility;
- w. Optical sales;
- x. Parking lot or structure, commercial;
- y. Parking structure, commercial;

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- z. Personal improvement services;
- aa. Private franchise utility (not listed);
- bb. Recreation center;
- cc. Studio, television or radio;
- dd. Theater;
- ee. Transmission pipeline, subject to section 98-997; and
- ff. Water well, storage or pump station.

3. **TEMPORARY USES:** The following uses may be permitted in areas designated on Exhibit "C" as Office District (O) uses only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Code, "Temporary Use Permits":

- a. Asphalt/concrete batch plant, temporary, subject to section 98-974;
- b. Building material yard and construction office;
- c. Field office, temporary;
- d. Sales, temporary or seasonal, subject to section 98-992; and
- e. Temporary special event, subject to section 98-976.

4. MINIMUM AND MAXIMUM DIMENSIONS.

- a. **Minimum lot area per dwelling.** There shall be no minimum lot area per dwelling unit requirement in the Office District (O) area.
- b. **Minimum lot width.** There shall be no minimum lot width requirement in the Office District (O) area.
- c. **Minimum floor area per unit.** There shall be no minimum floor area per dwelling unit requirement in the Office District (O) area.
- d. **Minimum front yard.** There shall be no minimum front yard requirement in the Office District (O) area, subject to section 98-1026.
- e. **Minimum side yard.** There shall be no minimum side yard requirement in the Office District (O) area, subject to section 98-1027.
- f. **Minimum rear yard.** The minimum rear yard in the Office District (O) area shall be 15 feet for all uses, subject to section 98-1028.

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- g. **Maximum lot coverage.** The maximum lot coverage in the Office District (O) area shall be 50 percent for all uses, subject to section 98-1029.
- h. **Maximum floor area ratio.** The maximum floor area ratio for all uses in the Office District (O) area shall be 1:1.
- i. **Maximum height.** The maximum height of buildings and structures in the Office District (O) area shall be three stories or 35 feet for all uses, subject to section 98-1031.

B. Retail District-2 (R-2) uses. Development of the Retail District-2 area designated on Exhibit "C," the Concept Plan for Timber Creek Medical Park and Timber Creek Medical Office Building, comprising approximately 8.53[±] acres, shall be in compliance with all regulations applicable to Retail District-2 (R-2) uses contained in the Town's Land Development Regulations as amended, except as otherwise provided in this Ordinance.

1. **PERMITTED USES:** The following uses may be permitted in areas designated on Exhibit "C" as Retail District-2 (R-2) uses.

- a. Accessory retail/service uses;
- b. Accessory use, general, subject to section 98-972;
- c. Antique shop;
- d. Art gallery or handicraft sales;
- e. Art supply store;
- f. Bakery or confectionery shop, retail;
- g. Bank or savings and loan;
- h. Book or stationary store or newsstand;
- i. Church or rectory;
- j. Cleaning/laundry pickup station only;
- k. Cleaning/laundry shop with pickup station;
- l. Cleaning shop or laundry pickup station;
- m. Community center, public;
- n. Custom personal service;
- o. Drugstore or pharmacy;
- p. Fire station;
- q. Florist;
- r. Health club or athletic club
- s. Laboratory, medical and dental;
- t. Laboratory, scientific and research;
- u. Laundry, self-service;
- v. Local utility line;

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- w. Off-street parking, accessory;
 - x. Office, general business and professional;
 - y. Office, medical or dental;
 - z. Optical sales;
 - aa. Park or playground, public;
 - bb. Parking lot, commercial;
 - cc. Personal improvement services;
 - dd. Public building, shop or yard;
 - ee. Restaurant, fast food;
 - ff. Restaurant, general;
 - gg. Retail, general (indoors);
 - hh. Retail, single tenant (less than 25,000 square feet);
 - ii. Retail, single tenant (25,000 square feet but less than 50,000 square feet);
 - jj. Sewage pump station; and
 - kk. Telephone equipment station;
2. **SPECIFIC USES:** The following uses may be permitted in areas designated on Exhibit "C" as Retail District-2 (R-2) uses with a Specific Use Permit (SUP) approved by the Town Council:
- a. Amusement and recreation (indoors), subject to section 98-973;
 - b. Art supply store;
 - c. Assembly hall;
 - d. Bus station or terminal;
 - e. Cemetery or mausoleum;
 - f. Cleaning shop or laundry pickup station;
 - g. Cleaning/laundry shop with pickup station;
 - h. Cleaning/laundry shop with on-site plant;
 - i. Communication tower, commercial, subject to 98-977;
 - j. Dancing, drama, or music school or studio;
 - k. Electrical line/substation, high voltage, subject to section 98-979;
 - l. Fraternal club or lodge;
 - m. Health club or athletic club;
 - n. Helistop;
 - o. Lithographic or print shop;
 - p. Mortuary or funeral home;
 - q. Museum, library or art gallery, public;
 - r. Parking lot or structure, commercial;
 - s. Parking structure, commercial;
 - t. Personal improvement services;
 - u. Private franchise utility (not listed);
 - v. Retail general (indoors);

- w. Studio, television or radio;
- x. Transmission pipeline, subject to section 98-997; and
- y. Water well, storage or pump station.

3. Temporary uses: The following uses may be permitted in the areas designated on Exhibit "C" as R-2 retail district-2 only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Code, "Temporary Use Permits":

- a. Asphalt/concrete batch plant, temporary, subject to section 98-974;
- b. Building material yard and construction office;
- c. Carnival or circus, temporary, subject to 98-976;
- d. Field office, temporary;
- e. Refreshment stand, subject to section 98-991;
- f. Sales, temporary or seasonal, subject to section 98-992; and
- g. Temporary special event, subject to section 98-976.

4. MINIMUM AND MAXIMUM DIMENSIONS.

- a. **Minimum lot area per dwelling.** There shall be no minimum lot area per dwelling unit requirement in the Retail District-2 (R-2) areas.
- b. **Minimum lot width.** There shall be no minimum lot width requirement in the Retail District-2 (R-2) areas.
- c. **Minimum floor area per unit.** There shall be no minimum floor area per dwelling unit requirement in the Retail District-2 (R-2) areas.
- d. **Minimum front yard.** There shall be no minimum front yard requirement in the Retail District-2 (R-2) areas, subject to section 98-1026.
- e. **Minimum side yard.** There shall be no minimum side yard requirement in the Retail District-2 (R-2) areas, subject to section 98-1027.
- f. **Minimum rear yard.** The minimum rear yard in the Retail District-2 (R-2) areas shall be 15 feet for all uses, subject to section 98-1028.

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- g. **Maximum lot coverage.** The maximum lot coverage in the Retail District-2 (R-2) areas shall be 50 percent for all uses, subject to section 98-1029.
- h. **Maximum floor area ratio.** There shall be no maximum floor area ratio requirement in the Retail District-2 (R-2) areas.
- i. **Maximum height.** The maximum height of buildings and structures in the Retail District-2 (R-2) areas shall be two stories or 35 feet for all uses, subject to section 98-1031.

C. PROHIBITED USES: Any use not indicated within the Permitted Uses, Specific Uses, or Temporary Uses above shall not be permitted within this Planned Development District.

D. ARCHITECTURAL STANDARDS: The Development's architectural theme will utilize cultured stone, cast stone, painted or finished concrete tilt-wall, sloped metal roof accents, and ornamental iron and steel accents that compliment the abundant use of natural materials represented in Texas Hill Country Architecture.

1. Specific Building Component elements shall include:

- a. Building Component Standards; Building Elevation Profiles and Roof Form shall substantially conform to the approved Concept Elevations (Exhibit "E").
- b. All building elevations will be articulated to meet or exceed the Town of Flower Mound Urban Design Plan. Buildings will reflect an architectural prominence, with particular attention being paid to architectural quality on the facades, rooflines, and elevations visible from Long Prairie Road.
- c. The unified design theme depicted on the Concept Elevations (Exhibit E) shall be required within the development.
- d. Contrasting wall planes, architectural elements, and rooflines shall be used to create exemplary and enduring elevations. Building entries will be identified by various architectural features including arches, canopies, and portals.
- e. Franchise utility panels and connection points shall be painted to match the color and texture of the building and located so that they are not visible from public roadways, except that Franchise utility

panels and connection points facing FM 2499 (Long Prairie Road) will be kept at a minimum and adequately screened, with additional landscaping or other approved material during the Site Plan approval process, to obstruct visibility from Long Prairie Road.

- f. Colors should be earth tones, galvanized metal color, or members of the beige, brown, white, and warm gray scales.
- g. Roof pitches shall conform to the Town's Master Plan 2001. Sloped roofing shall be required for structures 15,000 square feet in area and less. Buildings of one or two stories over 15,000 square feet in area may have a flat or low-sloped roof, but shall use a parapet wall or mansard roof along the building perimeter, so that the flat or low-sloped roof and any roof top mounted mechanical equipment is not visible from the public right-of-way or from neighboring residential buildings.

2. Specific Building Material Standards shall include:

- a. A minimum of eighty percent (80%) of the building wall area (not including doors and windows) shall be of a primary masonry identified within the Town's Urban Design Plan. Up to twenty percent (20%) of any wall surface material may be stucco, fiber cement board, cementitious plaster, E.I.F.S., CMU, or a combination of all.
- b. The use of exposed standard concrete shall not be utilized for any elevation.
- c. Unpainted metal, galvanized metal, or metal subject to rusting shall not be used. All exposed metals shall have a factory-applied finish if available. Weathered steel will be permitted for signage.
- d. Outward facing mirrored glass may not be used.
- e. No more than fifteen percent (15%) of any elevation shall be comprised of a color that is not considered an earth or wood tone. White or shades of white shall be considered an earth tone color.

E. LANDSCAPE STANDARDS

1. Landscaping shall be in accordance with the Town's landscape ordinance, as amended.
2. Median and Right-of-Way Design Guidelines shall apply at Long Prairie Road (FM 2499).

F. MISCELLANEOUS STANDARDS:

1. The issuance of permits and certificates of occupancy for development of the property shown on the Concept Site Plan is subject to compliance with an approved Environmental Protection Plan.
2. Fencing shall be decorative metal that is primed and painted with rust prohibiting paint. Decorative fencing may be split rail with stone columns at the ends. All guardrails will be a minimum of 42" in height and constructed of metal per applicable ADA guidelines
3. Any use utilizing a drive-through facility shall be subject to Section 82-82 of the Town's Land Development Regulations as amended, at the time of the site plan submittal.
4. Open Space and Pedestrian connectivity requirements:
 - a. The use of brick pavers, decomposed granite, patterned concrete and concrete may be acceptable materials for sidewalks within the proposed development and are subject to the approval of the Town.
 - b. Enhanced banding (stamped concrete, brick pavers or similar material) shall be provided at driveways along FM 2499.
 - c. Pedestrian open space shall be composed of hardscape and planting materials that offer visual and physical relief from the necessary parking and building environment. The pedestrian open space amenity(ies) should act as an organizing element around which structures and parking are placed.
 - d. Pedestrian Scale will be achieved through a variety of features. Throughout the development potted plantings shall be interspersed

at the front entries along the sidewalk and awnings shall be utilized to bring color and scale to the entries.

- e. The linear open space amenity shall be utilized to link all the buildings in the development and the adjacent hospital to each other and to the preserved retention pond amenity adjacent to the flood plain with pedestrian pathways that also provide access to the Town's trail system.
- f. The preserved natural flood plain area on the northern border of the site shall be made accessible to all buildings on the site and the adjacent hospital providing a natural amenity that is visible to and benefits all occupants of the buildings in the development. Its connection to the Town's trail system extends this benefit to all residents of the Town of Flower Mound. Large footprint buildings over two stories shall be kept at a distance from this amenity to avoid blocking views to it from the surrounding buildings and Long Prairie Road.
- g. A 12' deep buffer zone shall be provided between head-in parking and the amenity trail. Landscaping in areas with less than an 18' deep buffer zone shall contain evergreen plantings to help screen vehicles. Pedestrian connections shall be provided from all buildings to the natural areas and floodplain area.

5. Retention pond requirements:

- a. Maintain a minimum of 4 feet of water depth
- b. Retention pond area retaining walls shall utilize stacked stone, stone veneer, cut stone, or engineered block walls that complement the material standards and colors for the development.
- c. Maintenance agreement shall be provided upon submittal of a record plat for the development.
- d. A fountain feature shall be provided in each retention pond.
- e. Any pump equipment for the fountain features that is above-ground shall be screened in accordance with Sec. 82-272, "Outdoor storage areas." Such screening shall be designed and constructed of materials that complement the development.

6. Site retaining wall requirements:

- a. All site retaining walls shall utilize stacked stone, stone veneer, cut stone, or faux stone that complements the material standards and colors for the development.

7. Reciprocal Easement requirements:

- a. The development shall be subject to an overall reciprocal easement agreement granting cross-access between the property to the south, the retail pad sites, and the office component, and cross-parking for this development. A copy of said agreement(s) shall be provided to the Town of Flower Mound with the Record Plat for the development.

8. Phasing requirements:

- a. The first phase of development shall include the detention reservoirs, fire lanes and median cuts/turn lanes to support the first phase, curb cuts, utilities, and amenity area(s) within Phase 1, and perimeter landscaping (Exhibit G). A Certificate of Occupancy shall not be issued for any building within Phase 1 until all of the above improvements are complete.
- b. Access in accordance with the fire code, as amended, shall be acquired prior to site plan approval for any buildings.

9. Sanitary Sewer Easement requirements:

- a. The location of the retention ponds, as depicted on the attached concept plans, is subject to the final design location of the Town's sanitary sewer easement. The retention ponds shall be located outside of the sanitary sewer easement in accordance with the Town's Code of Ordinances. Final review and approval of the location of the retention ponds shall be subject to Town approval prior to a development plan or record plat application for the development being placed on a Planning and Zoning Commission agenda.

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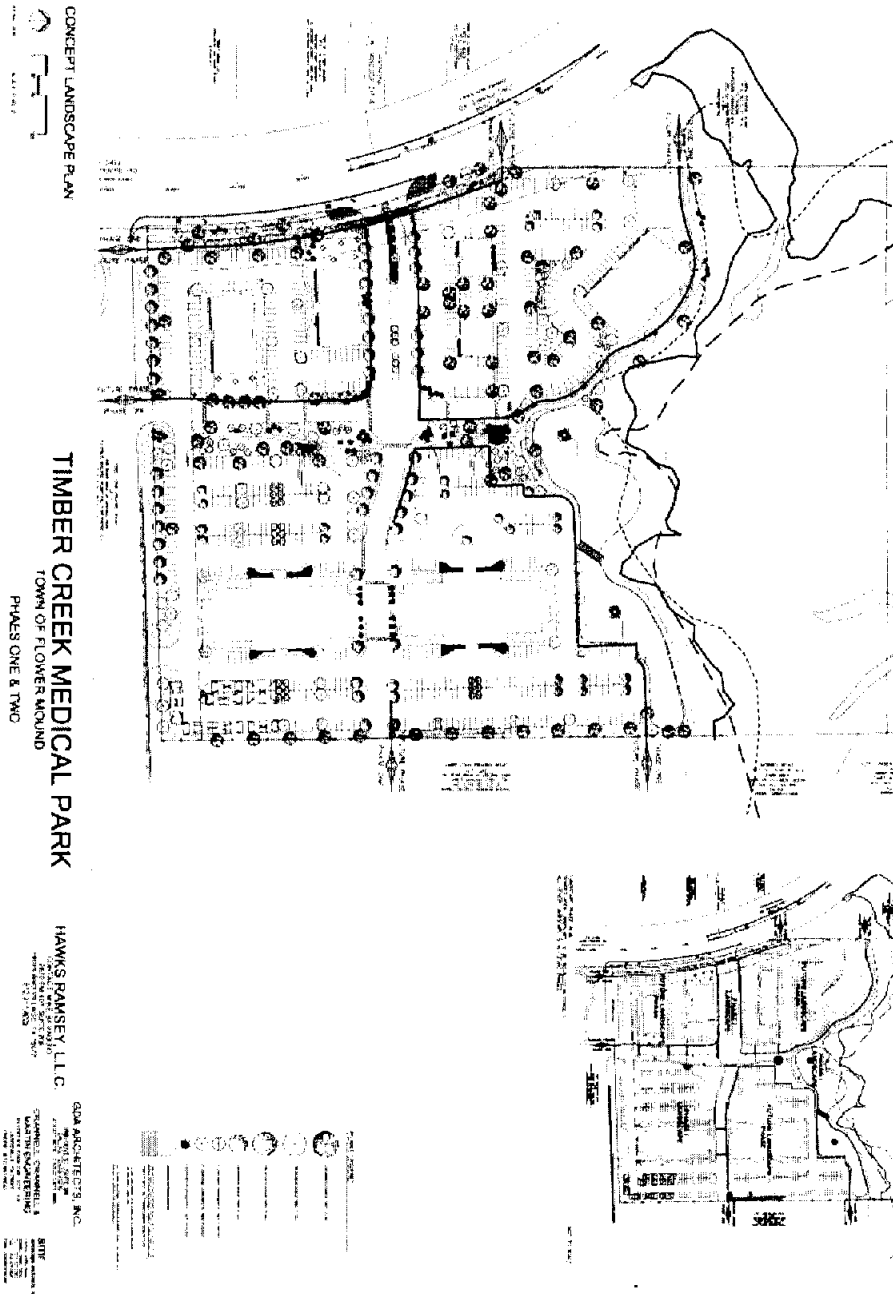
G. EXCEPTIONS AND VARIANCES:

1. Buildings shown to be in excess of the maximum height requirements must obtain a waiver for such additional height above the maximum allowed height by the Planning and Zoning Commission at the time of site plan approval, pursuant to Section 98-1031(d).

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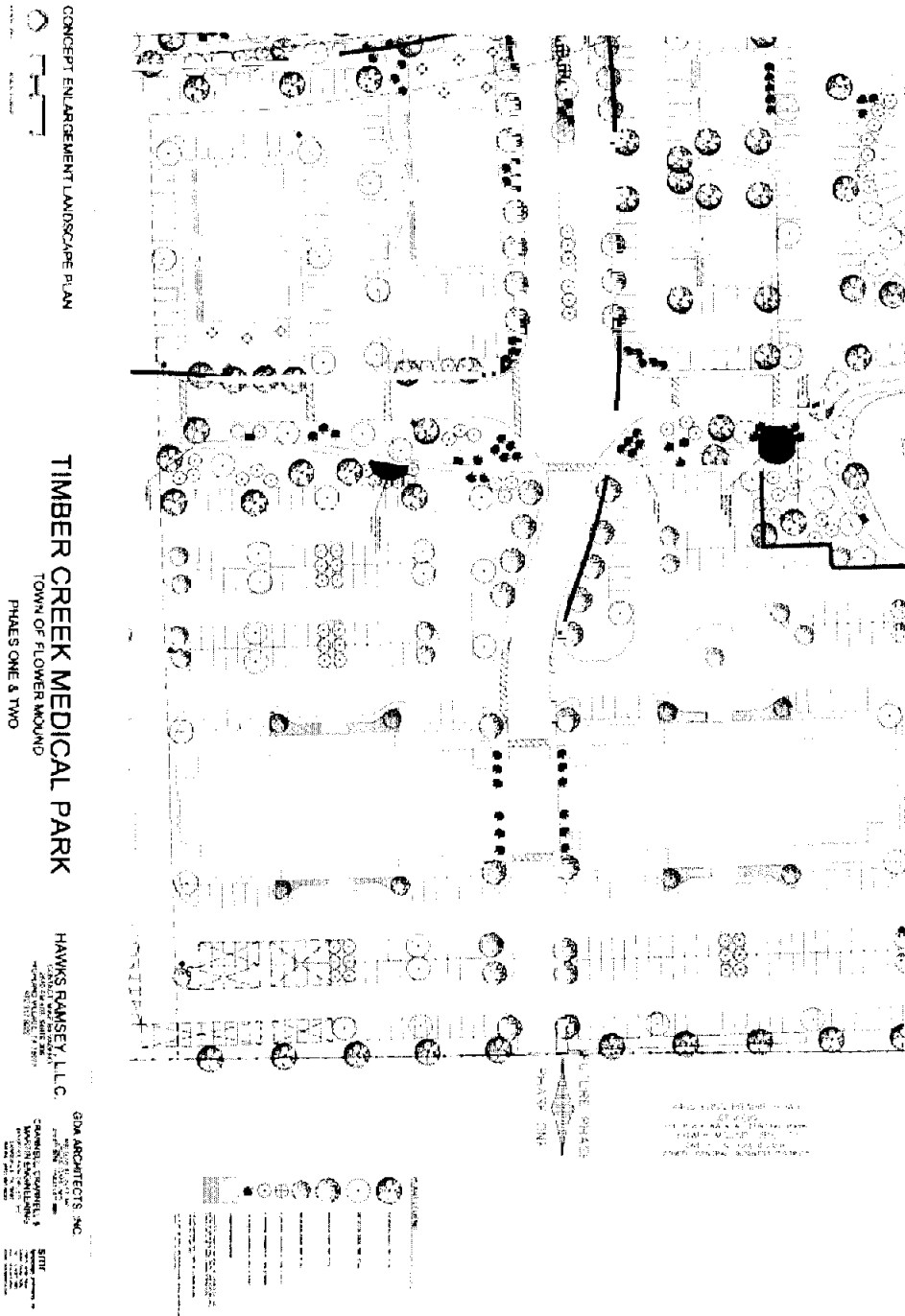
EXHIBIT "D"
Concept Landscape Plans





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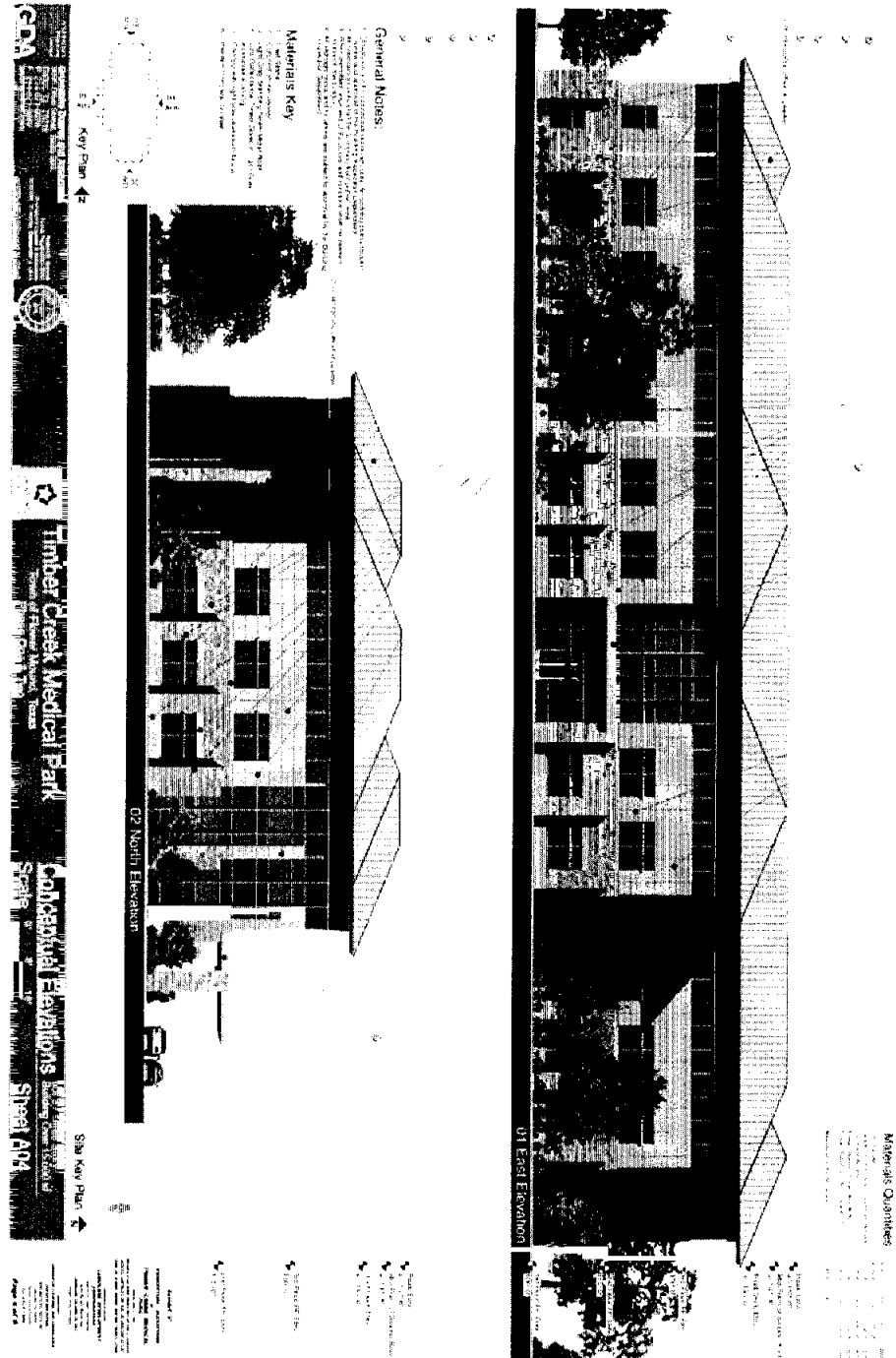
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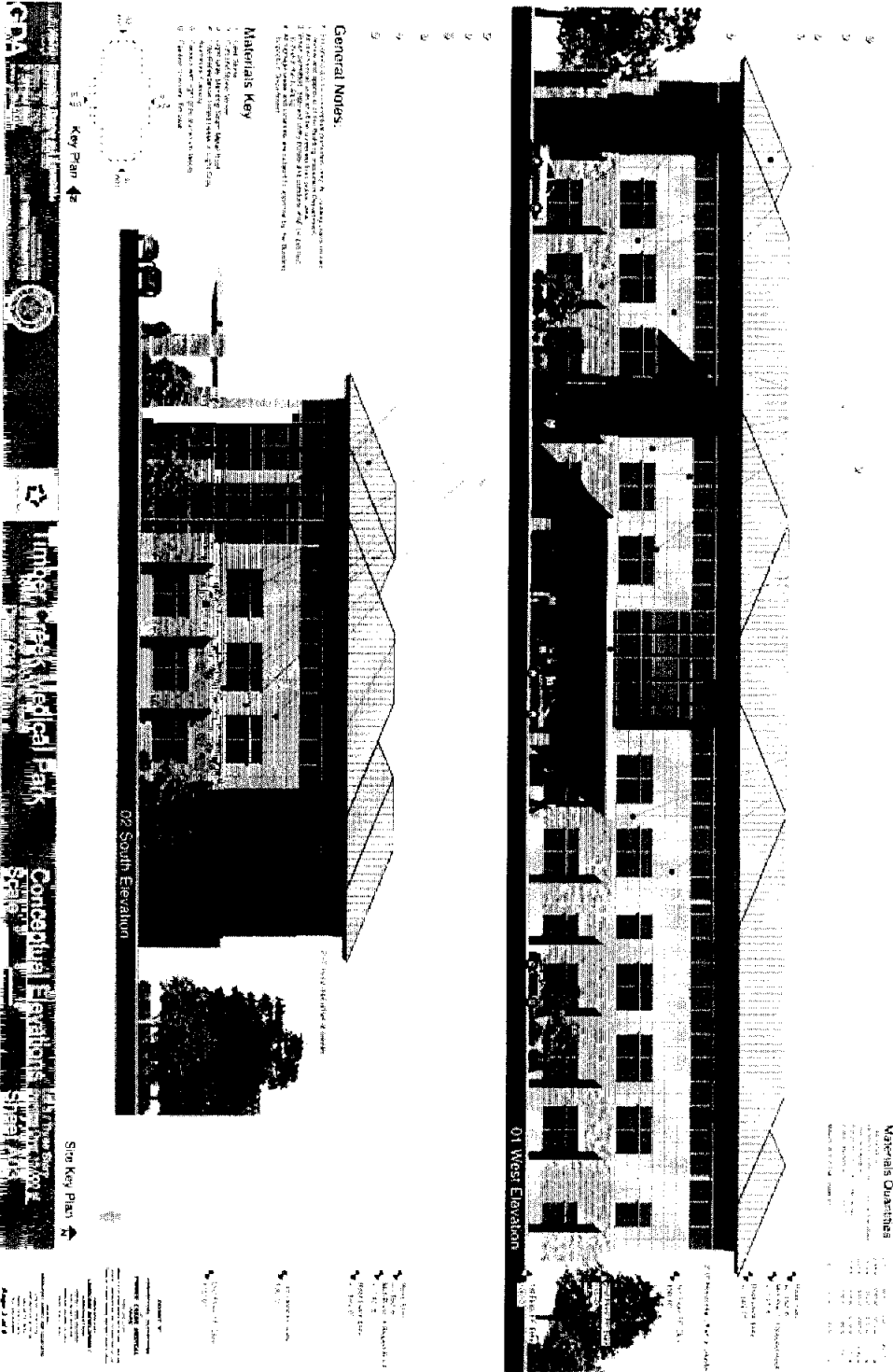


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EXHIBIT "E" Concept Elevations







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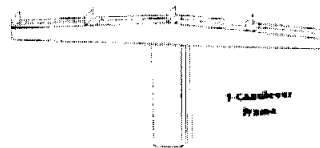
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Timber Creek Medical Office Building

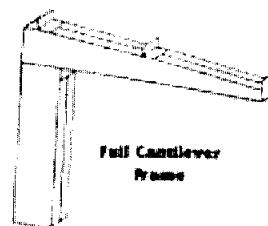
Sample Carports

Colors to match Building



T Carport Frame

14" Box, 12 ga 10' column
30' dbl tapered rafter, field weld rafter to column.



Full-Cantilever Carport Frame

14" Box, 12 ga 10' column
15' tapered rafter, field weld rafter to column

EXHIBIT "F" Parking Study

Timber Creek Medical Office Building Plaza

Parking Study

Prepared by: Cody Crannell, P.E. #105947

Summary:

Timber Creek Medical Office Building Plaza is a 21.62-acre development located north of the intersection of Cross Timbers Road and Long Prairie Road (FM 2499), on the west side of Long Prairie Road (FM 2499) across from the Pecan Acres Subdivision in Flower Mound, Texas. The site is planned to include retail, restaurant, and medical office uses. The concept site plan is included in Exhibit "C" of this study.

Base Code Parking Requirements:

The table below represents the base parking required by the Town of Flower Mound Zoning Ordinance, Section 82-74 for the proposed development uses. In addition, the table represents the base parking reduction numbers required:

Lot #	Land Use	Quantity (sf)	City Code Parking Rate	# of Spaces Required	20% Reduction	# of Spaces Provided
1	Retail	14,500	1 per 250	58	47	47
2a	Retail	9,600	1 per 250	38	30	30
2b	Restaurant	3,400	1 per 75	45	36	36
3	Medical	60,000	1 per 250	240	192	192
4	Medical	60,000	1 per 250	240	192	192
5a	Retail	6,000	1 per 250	24	19	19
5b	Restaurant	4,000	1 per 75	53	42	42
6a	Medical	24,400	1 per 250	98	78	78
6b	Restaurant	2,600	1 per 75	35	28	28
7	Retail	5,000	1 per 250	20	16	16

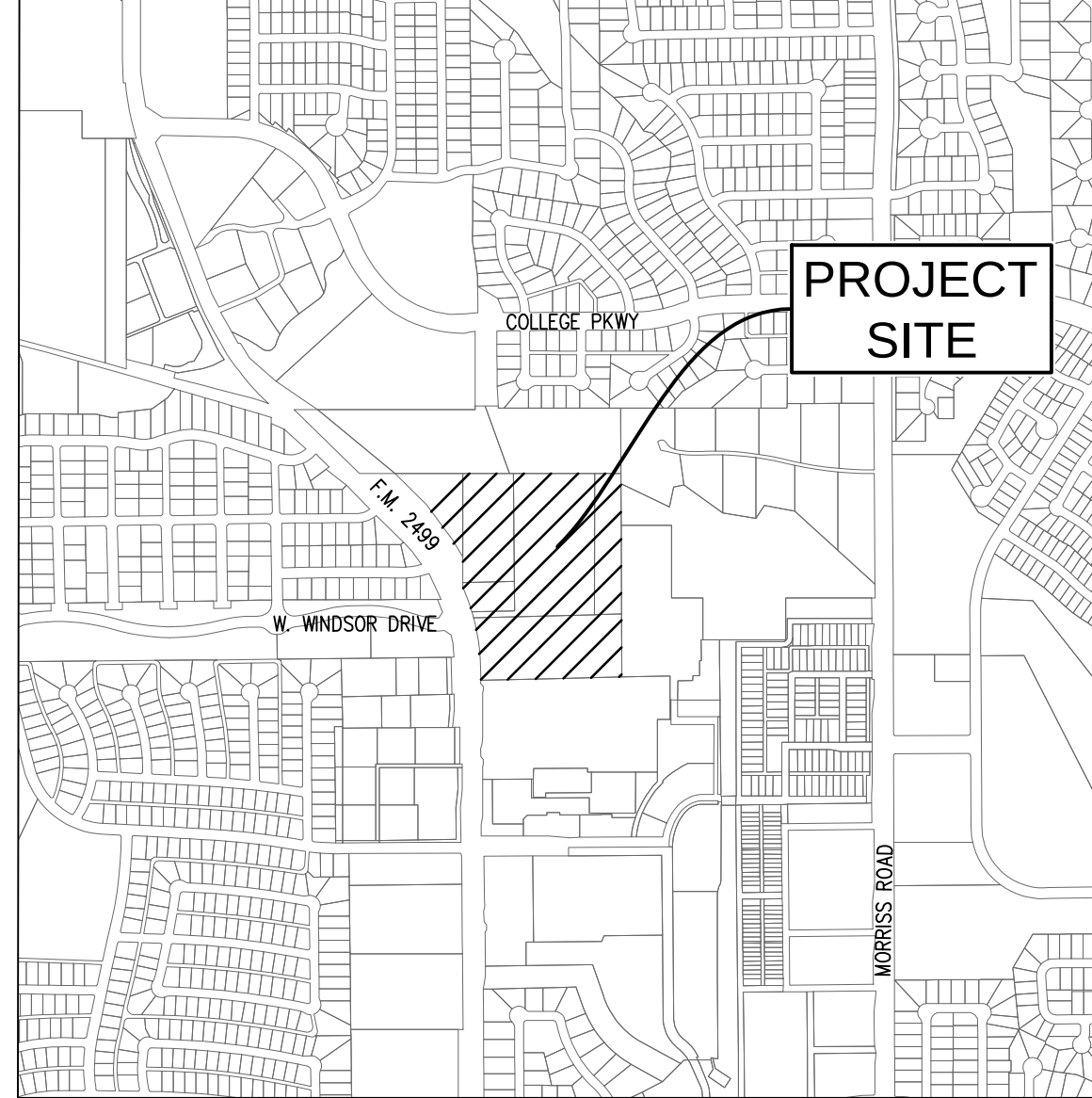
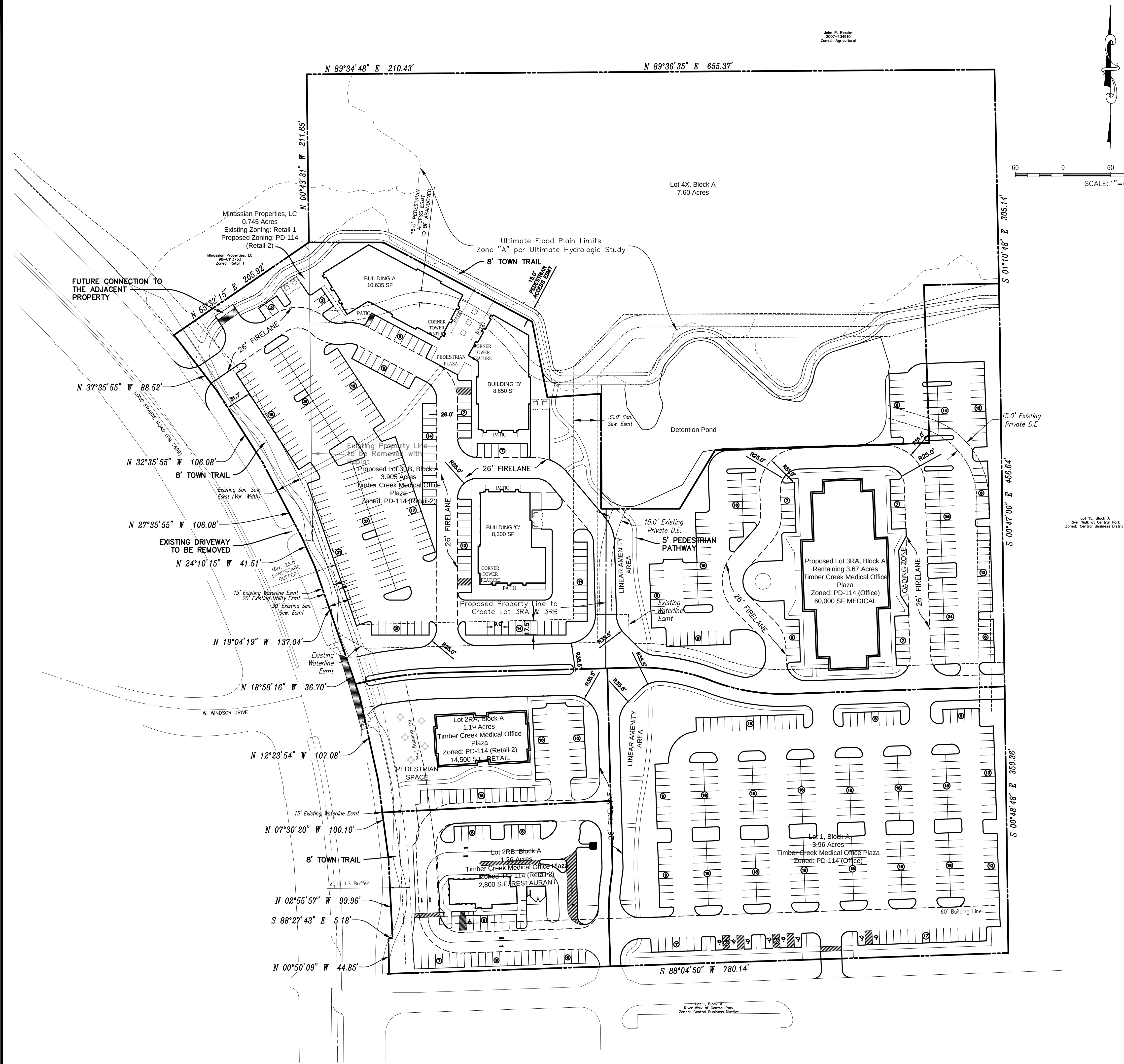
As illustrated in the table, the Town of Flower Mound requires 851 total parking spaces for this site. Per Town standards, a large development required a 20% reduction of total parking spaces. Taking this reduction lowers the required number of parking spaces to 680 spaces.

The proposed concept site plan currently shows 680 parking spaces provided which are the maximum total spaces required as determined by the Town of Flower Mound's requirements.

Additionally, a study done by the City of Golden, Colorado is included in this study. Their study shows that office and retail both are at 97% of peak hour at 2:00 pm during the week. Since office and retail both peak at the same time, no shared parking will be available.

In conclusion, the amount of parking provided with the 20% reduction is the minimum amount of parking that should be provided for this development.

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Plotted: 1/30/2017 1:34 AM, by: Randal Rount, Saved: 1/30/2017 10:26 AM, by: rds



Vicinity Map 1"=1000'

GENERAL NOTES

- ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
- ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
- ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
- DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
- DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
- SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.

Building Summary

Lot	No. of Stories	Square Feet (SF)	Use	Parking Ratio	Required Parking	20% Reduction	Provided Parking
1*			Parking				318
2RA	2	14,500	Retail	1 per 250	58	47	36
2RB	1	2,800	Restaurant	1 per 75	38	31	40
3RA	3	60,000	Medical	1 per 250	240	192	191
3RB	1	12,585	Retail	1 per 250	51	41	231
	1	17,000**	Restaurant	1 per 75	227	182	
TOTAL		106,885			614	493	816

* Lot 1 is parking for hospital expansion
** Includes 2,000 Square Feet for Outdoor Dining Patios

Zoning Standard	Existing PD-114 (Retail-2)	Proposed PD-114 (Retail-2)	Existing PD-114 (Office)
Minimum Lot Area	N/A	N/A	N/A
Minimum Lot Width	N/A	N/A	N/A
Minimum Floor Area	N/A	N/A	N/A
Minimum Front Yard	60 ft.	60 ft.	60 ft.
Minimum Side Yard	N/A	N/A	N/A
Minimum Rear Yard	15 ft.	15 ft. or 0 ft.	15 ft.
Maximum Lot Coverage	50 %	50 %	50 %
Max Height (stories/ft.)	2/35 ft.	2/35 ft.	3/35 ft.
Maximum Floor:Area Ratio	N/A	N/A	N/A

MASTER PLAN FEATURES

Land Use Plan	Professional Office and Neighborhood Retail
Urban Design Plan	Long Prairie District
Parks and Trail	8' Town Trail along FM 2499 and Timber Creek
Thoroughfare Plan	FM 2499 - Major Arterial
Water Plan	Long Prairie District
Wastewater Plan	Long Prairie District

LEGEND

C.R.F. Capped Rebar Found	Overhead Power Lines
C.R.S. Capped Rebar Set	Down Guy Wire
C.M. Control Monument	Existing Contours
Mon. Monument	Proposed Contours
BM Benchmark	Concrete Pavement
FH Fire Hydrant	Asphalt Pavement
WM Water Meter	Wood Fence
WV Water Valve	Chain Link Fence
W/L Water Line	Wire Fence
ICV Irrigation Control Valve	Masonry Wall
SSMH Sanitary Sewer Manhole	Existing Tree
CO Sanitary Sewer Cleanout	(FL) Flowline
UP Utility Pole	Centerline of Creek, Swale, or Waterway
LP Light Pole	Creek, Swale, or Waterway Embankment
TC Top of Curb	
TP Top of Pavement	
TW Top of Wall	
FG Finished Grade	
U.E. Utility Easement	
D.E. Drainage Easement	
B.L. Building Line	
R.O.W. Right-of-Way	
D.R. Deed Records	
P.R. Plat Records	

DEVELOPER
RTG CAPITAL, LLC
8235 DOUGLAS AVE., #350
DALLAS, TX 75225
Ph. (903)819-1208
Contact: Shane Shoulders

OWNER
HAWKS RAMSEY, LLC
2570 FM 407, Ste. 206
HIGHLAND VILLAGE, TX 75077
Ph. (972)317-8222
Contact: Jeff Ramsey

Site Planning Civil Engineering PLANNING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE

11 Hillside Drive • Lewisville, TX 75057 • P: 972-488-9712 • F: 972-488-9715
144 Old Town Road • Lewisville, TX 75077 • P: 972-488-9716 • F: 972-488-9715
TSPS Firm No. 10047700

TIMBER CREEK MEDICAL PARK
Timber Creek Medical Office Plaza
22.357 Acres
in the
C. CHACON SURVEY, ABSTRACT NO. 229
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

CONCEPTUAL SITE PLAN

PRELIMINARY PLANS
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INTERIM REVIEW AND IS
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OR PERMIT PURPOSES.
G&A CONSULTANTS, F-1798
ROBERT JOHN DOLLAH, JR.,
P.E. #86898
DATE 1/30/2017

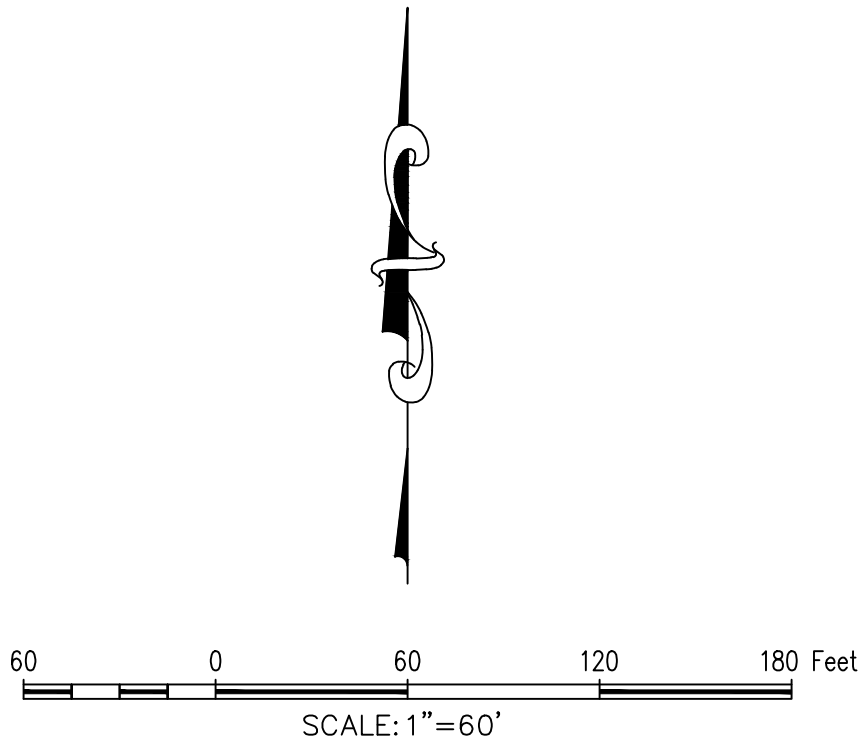
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Date: 09/19/2016
Scale: 1"=60'
Revisions:
11/11/2016
12/09/2016
01/13/2017
01/28/2017

16056

CSP

TIMBER CREEK MEDICAL PARK

John P. Reeder
2007-134910
Zoned: Agricultural



Minassian
Properties, LC
98-0113753
Zoned: Retail 1

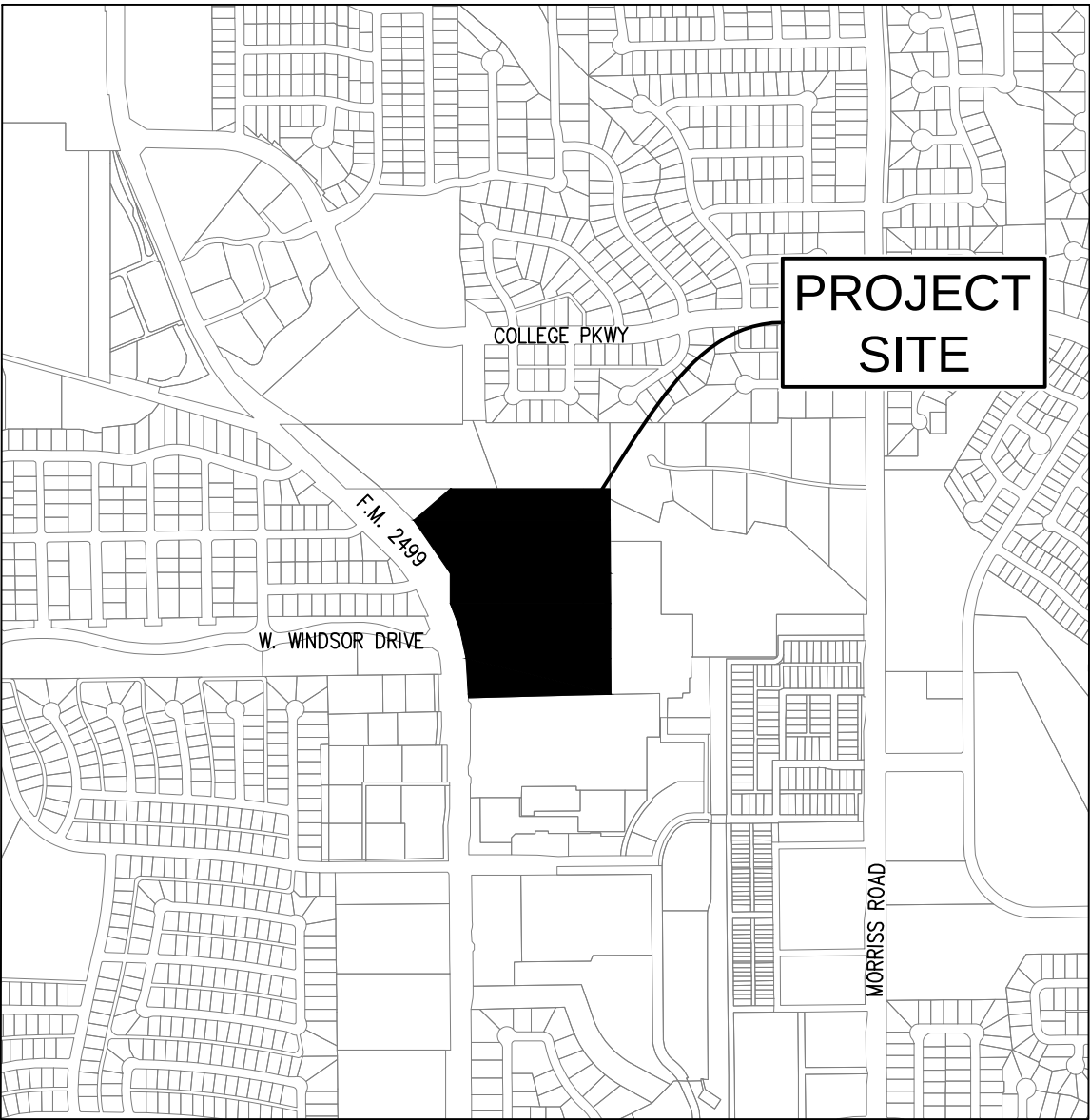
Minassian Properties, LC
0.7245 Acres
Existing Zoning: Retail-1

TRACT 1
9.511 Acres
Timber Creek Medical Office Plaza
Existing Zoning: PD-114 (Retail-2)
Proposed Zoning: PD-114 (Retail-2)

TRACT 2
12.846 Acres
Timber Creek Medical Office Plaza
Existing Zoning: PD-114 (Office)
Proposed Zoning: PD-114 (Office)

Lot 15, Block A
River Walk at Central Park
Zoned: Central Business District

Lot 1, Block A
River Walk at Central Park
Zoned: Central Business District



Vicinity Map 1"=1000'

ZONING DESCRIPTION
22.357 Acres
C. Chacon Survey, Abstract No. 299
Town of Flower Mound
Denton County, Texas

BEING all that certain lot, tract or parcel of land situated in the C. Chacon Survey, Abstract No. 299, Town of Flower Mound, Denton County, Texas, and being all of Timber Creek Medical Office Plaza, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in County Clerk's Document No. 2015-307, Plat Records, Denton County, Texas, and being a portion of that certain tract of land described in deed to Minassian Properties, LLC, recorded in County Clerk's Document No. 98-0113753, Real Property Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the southwest corner of said Timber Creek Medical Office Plaza, being the northeast corner of Lot 1, The River Walk at Central Park, an addition to the Town of Flower Mound, Denton County, Texas, recorded in Cabinet Y, Page 700, Plat Records, Denton County, Texas, and being in the east line of F. M. 2499;

THENCE Northwesterly with the east line of F.M. 2499, the following eleven (11) calls:

N 00°50'09" W, a distance of 44.85';

S 88°27'43" E, a distance of 5.18';

N 02°55'57" W, a distance of 99.96';

N 07°50'20" W, a distance of 100.10';

N 12°53'54" W, a distance of 107.08';

N 18°58'16" W, a distance of 36.70';

N 19°04'19" W, a distance of 137.04';

N 24°10'15" W, a distance of 41.51';

N 27°55'55" W, a distance of 106.08';

N 32°55'55" W, a distance of 106.08';

N 37°55'55" W, a distance of 88.52';

THENCE N 55°52'15" E, over, across and through said Minassian tract, a distance of 205.92' to a point in the west line of said Timber Creek Medical Office Plaza;

THENCE N 00°43'31" W, with the west line of said Timber Creek Medical Office Plaza, a distance of 211.65', being the northwest corner thereof;

THENCE easterly with the north line of said Timber Creek Medical Office Plaza, the following two (2) calls:

N 89°54'48" E, a distance of 210.43';

N 89°56'35" E, a distance of 655.37', being the north east corner of said Timber Creek Medical Office Plaza;

THENCE southerly with the east line of said Timber Creek Medical Office Plaza, the following three (3) calls:

S 01°10'48" E, a distance of 305.14';

S 00°47'00" E, a distance of 456.64';

S 00°48'48" E, a distance of 350.36';

THENCE S 88°04'50" W, with the south line of said Timber Creek Medical Office Plaza, a distance of 780.14' to the **POINT OF BEGINNING** and containing approximately 22.357 acres of land.

MASTER PLAN FEATURES	
Land Use Plan	Professional Office and Neighborhood Retail
Specific Plan	Specific Plan Area #4
Urban Design Plan	Long Prairie District
Parks and Trail	8' Town Trail along FM 2499 and Timber Creek
Thoroughfare Plan	FM 2499 - Major Arterial
Water Plan	Long Prairie District
Wastewater Plan	Long Prairie District

Zoning Standard	Existing PD-114 (Retail-2)	Proposed PD-114 (Retail-2)	Existing PD-114 (Office)
Minimum Lot Area	N/A	N/A	N/A
Minimum Lot Width	N/A	N/A	N/A
Minimum Floor Area	N/A	N/A	N/A
Minimum Front Yard	60 ft.	60 ft.	60 ft.
Minimum Side Yard	N/A	N/A	N/A
Minimum Rear Yard	15 ft.	15 ft. or 0 ft.	15 ft.
Maximum Lot Coverage	50 %	50 %	50 %
Max Height (stories/ft.)	2/35 ft.	2/35 ft.	3/35 ft.
Maximum Floor: Area Ratio	N/A	N/A	N/A

DEVELOPER
RTG CAPITAL, LLC
8235 DOUGLAS AVE, #350
DALLAS, TX 75225
Ph. (903)819-1208
Contact: Shane Shoulders

OWNER
HAWKS RAMSEY, LLC
2570 FM 407, Ste. 206
HIGHLAND VILLAGE, TX 75007
Ph. (972)317-8222
Contact: Jeff Ramsey

SITE PLANNING CIVIL ENGINEERING PLATTING
G&A
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
111 Hillside Drive • Lewisville, TX 75057 • P: 972.458.9712 • F: 972.458.9715
144 Old Town Road • Carrollton, TX 75006 • P: 972.458.9716 • F: 942.240.1028
TSPS Firm No. 1798 TSPS Firm No. 10047700

TIMBER CREEK MEDICAL PARK
Timber Creek Medical Office Plaza
22.357 Acres
in the
C. CHACON SURVEY, ABSTRACT NO. 229
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

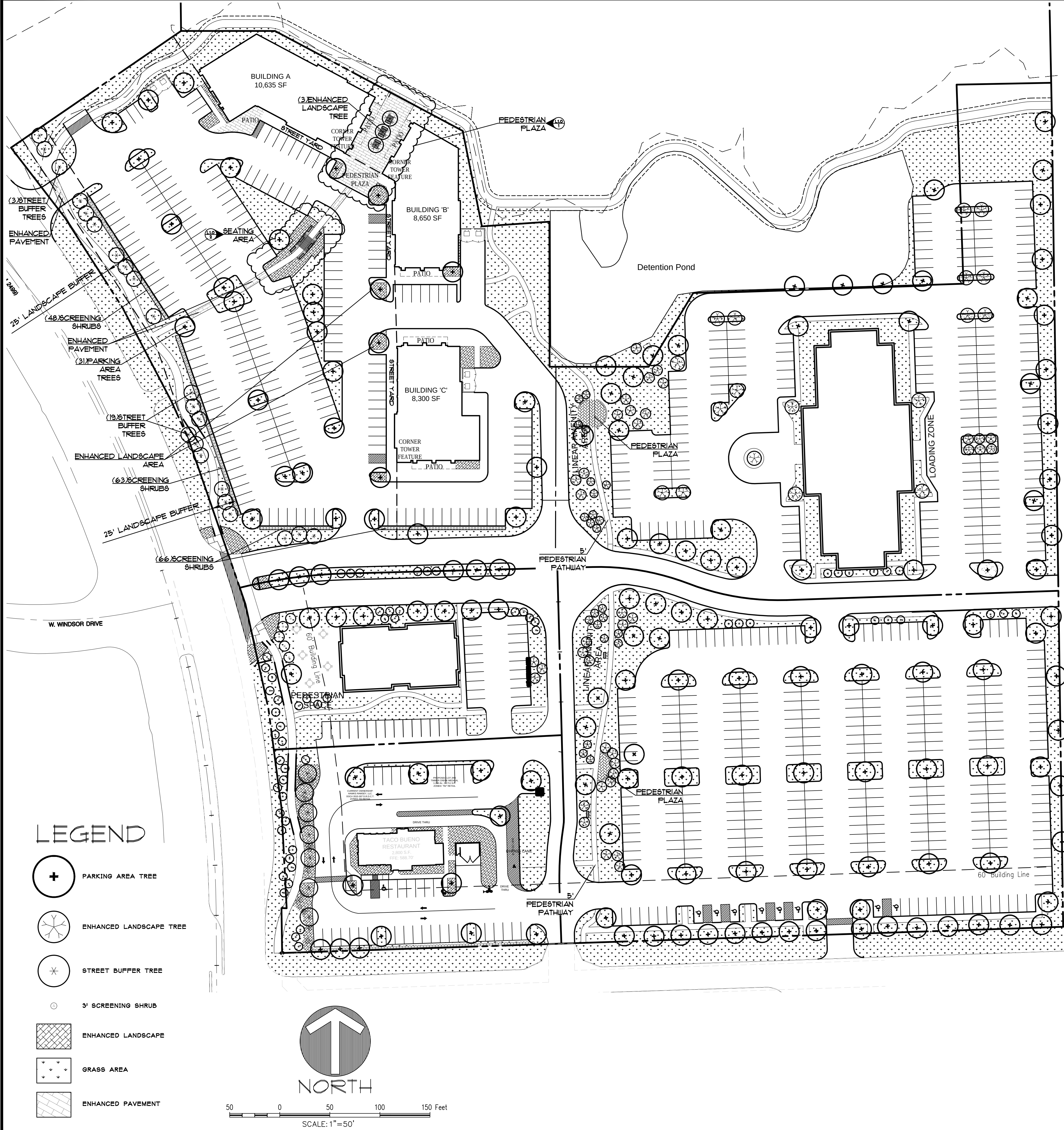
ZONING EXHIBIT

PRELIMINARY PLANS
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G&A CONSULTANTS, F-1798
ROBERT JOHN DOLLAH, JR.,
P.E. #86898
DATE 9/16/2016

Drawn By: RLR
Date: 09/19/2016
Scale: 1"=60'
Revisions:

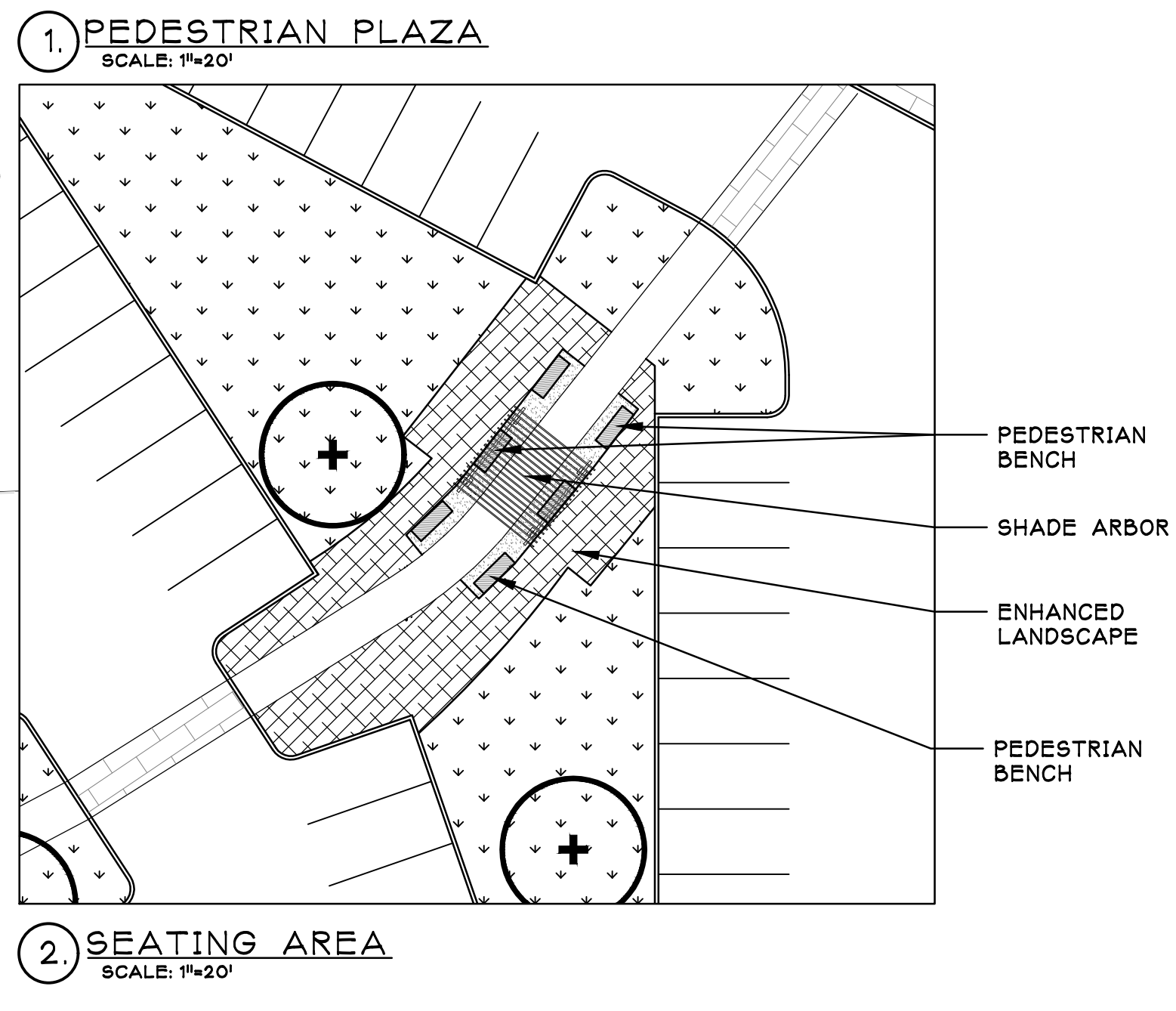
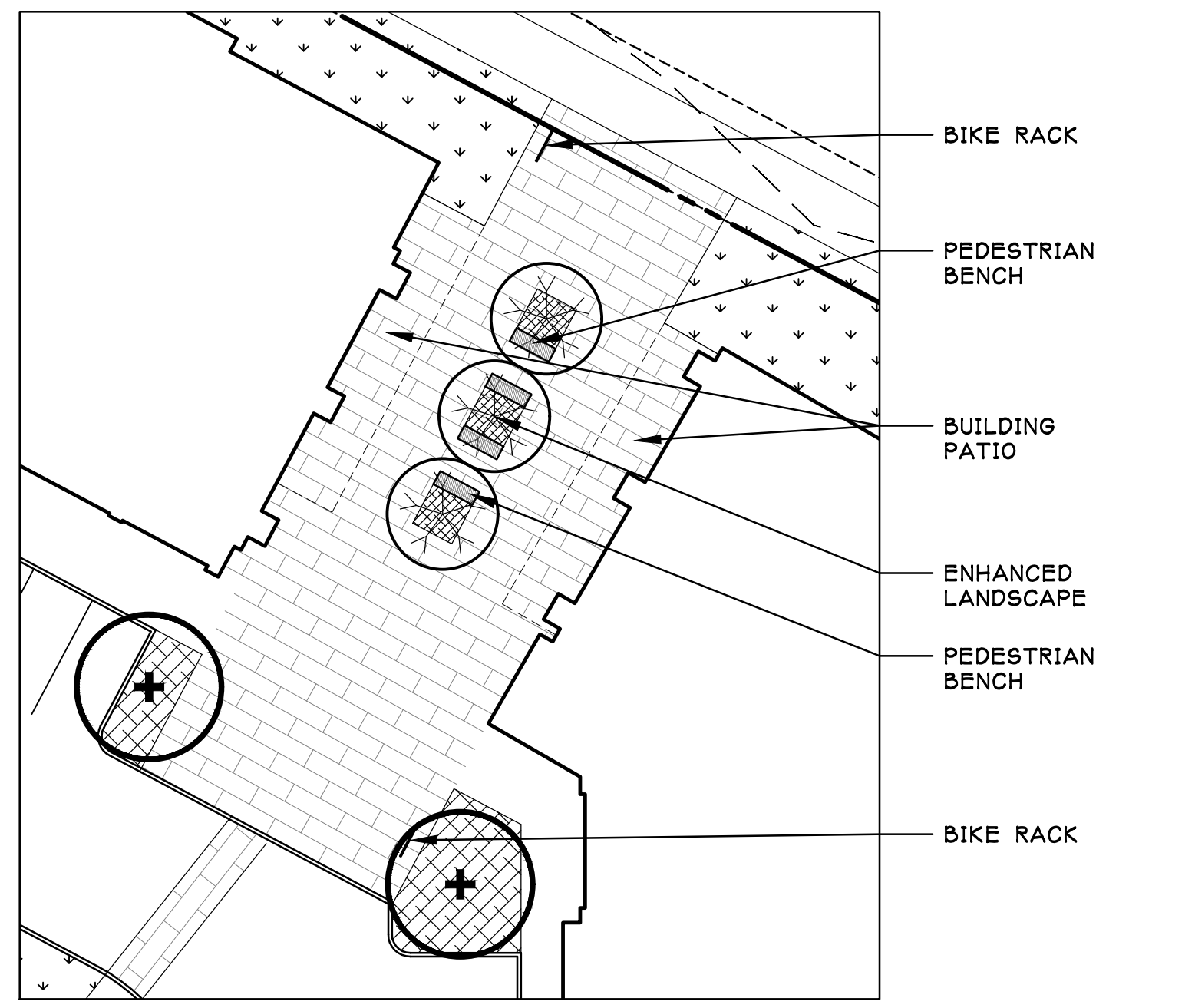
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LANDSCAPE REQUIREMENT COMPLIANCE TOWN OF FLOWER MOUND Timber Creek Medical Park for proposed Lot 3RB			
STREET BUFFER LANDSCAPING			
STANDARD		REQUIRED BUFFER WIDTH	PROVIDED
	Long Prairie Road	25 ft.	25 ft.
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 per 30 L.F.	Long Prairie - 462 L.F.	16 trees (3" cal.)	19 trees (3" cal.)
STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
Above 10,000 s.f. = 10 + 1 tree for every 2,500 s.f. after 10,000 s.f.	117,476 s.f. of street yard	53 trees (3" cal.)	53 trees (3" cal.)
PARKING AREA LANDSCAPING			
STANDARD	# OF PARK. SPACES	REQUIRED	PROVIDED
90 s.f. per 12 spaces	231 parking spaces	1,733 s.f.	2,559 s.f.
PARKING AREA TREES			
STANDARD	# OF PARK. SPACES	REQUIRED	PROVIDED
1 per 10 parking spaces	231 parking spaces	24 trees (3" cal.)	31 trees (3" cal.)
**All parking spaces to be located within 50 ft. of parking lot tree.			
PARKING AREA SCREENING			
STANDARD		landscape berm or screening shrubs	PROVIDED
All head parking to be screened from street view		3' ht. screen	screening shrubs (3' ht.)

LANDSCAPE REQUIREMENT COMPLIANCE TOWN OF FLOWER MOUND Timber Creek Medical Park for proposed Lot 1 Block A			
PARKING AREA LANDSCAPING			
STANDARD	# OF PARK. SPACES	REQUIRED	PROVIDED
90 s.f. per 12 spaces	318 parking spaces	28,620 s.f.	36,634 s.f.
PARKING AREA TREES			
STANDARD	# OF PARK. SPACES	REQUIRED	PROVIDED
1 per 10 parking spaces	318 parking spaces	32 trees (3" cal.)	39 trees (3" cal.)
**All parking spaces to be located within 50 ft. of parking lot tree.			



ENVIRONS GROUP
LANDSCAPE ARCHITECTURE
a division of G & A Consultants, LLC
111 Hillside Drive • Lewisville, TX 75067
P: 972.317.0276 • F: 972.538.9715

TIMBER CREEK MEDICAL PARK
Lot ---, Block ---
Timber Creek Medical Office Plaza
22,957 Acres
in the
CHACON SURVEY, ABSTRACT NO. 229
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

CONCEPTUAL LANDSCAPE
PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
THOMAS MEURER LANDSCAPE ARCHITECTS, P.C.
DATED 1/30/2017

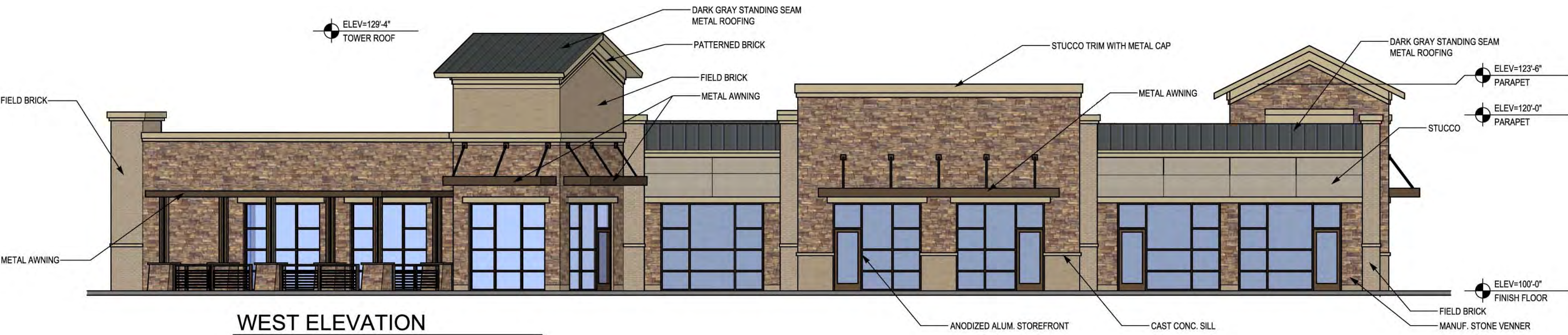
REGISTERED LANDSCAPE ARCHITECT
3055
STATE OF TEXAS

Drawn By:
Date: 09/19/2016
Scale: 1"=50'
Revisions:
11/11/2016
12/09/2016
01/13/2017
01/29/2017

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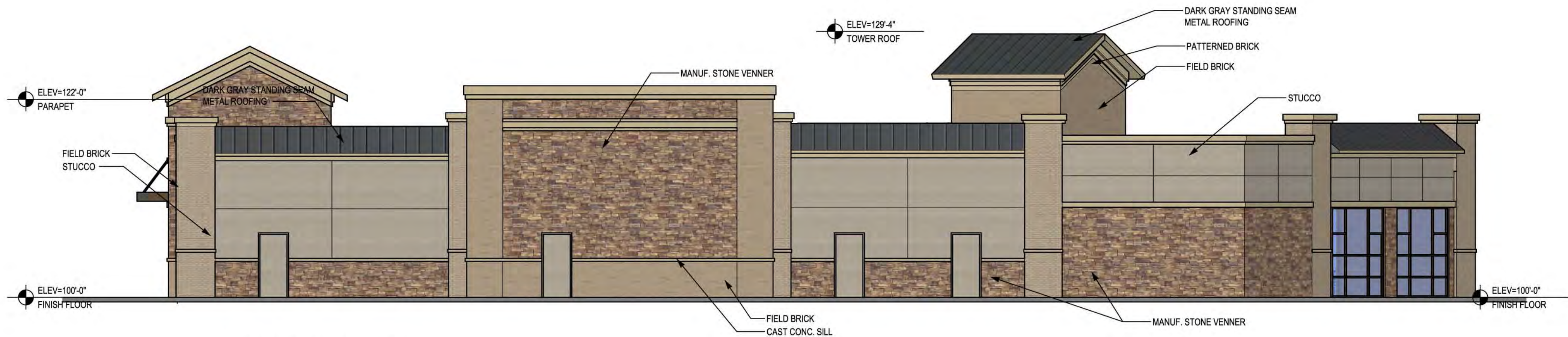
OWNER/DEVELOPER
RTG CAPITAL, LLC
8235 DOUGLAS AVE, #350
DALLAS, TX 75225
Ph: (903)819-1208
Contact: Shane Shoulders



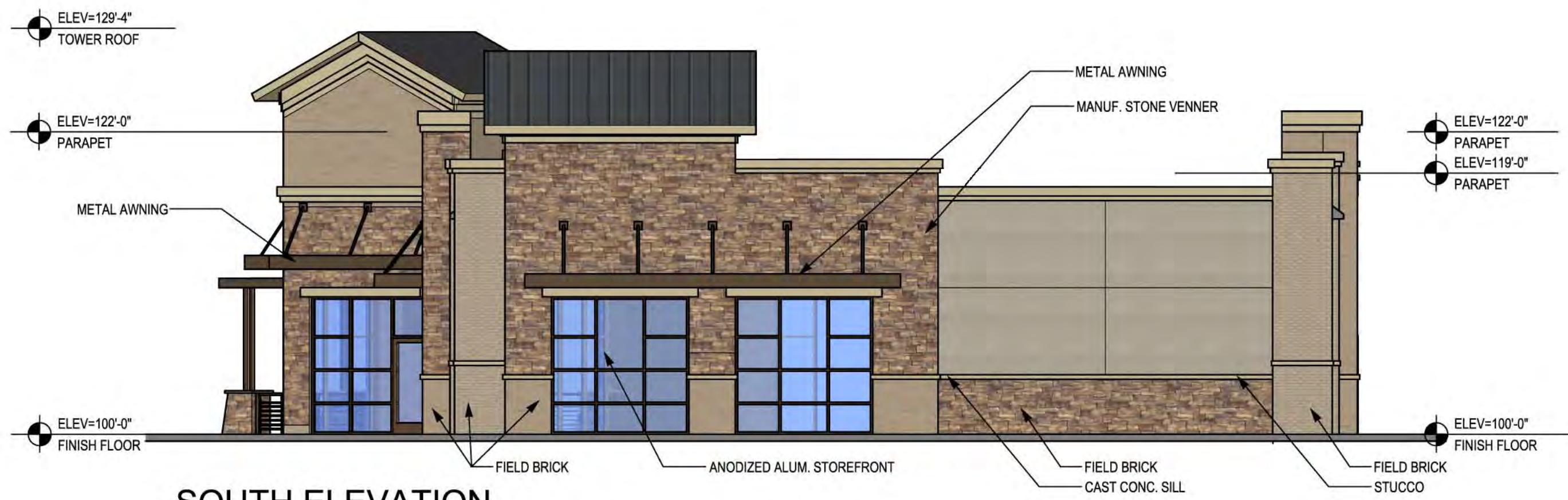
WEST ELEVATION



NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION

		NORTH	SOUTH	EAST	WEST
1	TOTAL FACADE SF	906 SF	1,283 SF	2,249 SF	3,308 SF
2	FACADE SF (EXCLUDING DOORS & WINDOWS)	671 SF	1,083 SF	2,165 SF	2,358 SF
3	DOORS & WINDOWS	233 SF	200 SF	84 SF	950 SF
4	PRIMARY MASONRY TOTALS (MIN. 80%)	357 SF	688 SF	1,290 SF	1,863 SF
	• BRICK SF	161 SF	195 SF	505 SF	497 SF
	• STONE SF	196 SF	493 SF	785 SF	1,366 SF
5	SECONDARY MASONRY TOTALS (MIN. 20%)	314 SF	395 SF	875 SF	495 SF
	• STUCCO SF	314 SF	395 SF	875 SF	495 SF
	• EIFS SF				
	• DETAIL/ADDITIONAL				

TIMBER CREEK MEDICAL PLAZA

PROPOSED RETAIL DEVELOPMENT (ZPD16-001 TCMP)
WINDSOR & LONG PRAIRIE
FLOWER MOUND, TX 75028

DATE	DESCRIPTION
2016-12-06	
2017-01-13	

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UNDER THE AUTHORITY OF
NICHOLAS K. CADE, TBAE
LICENSE #9301

NCA JOB #: 15088

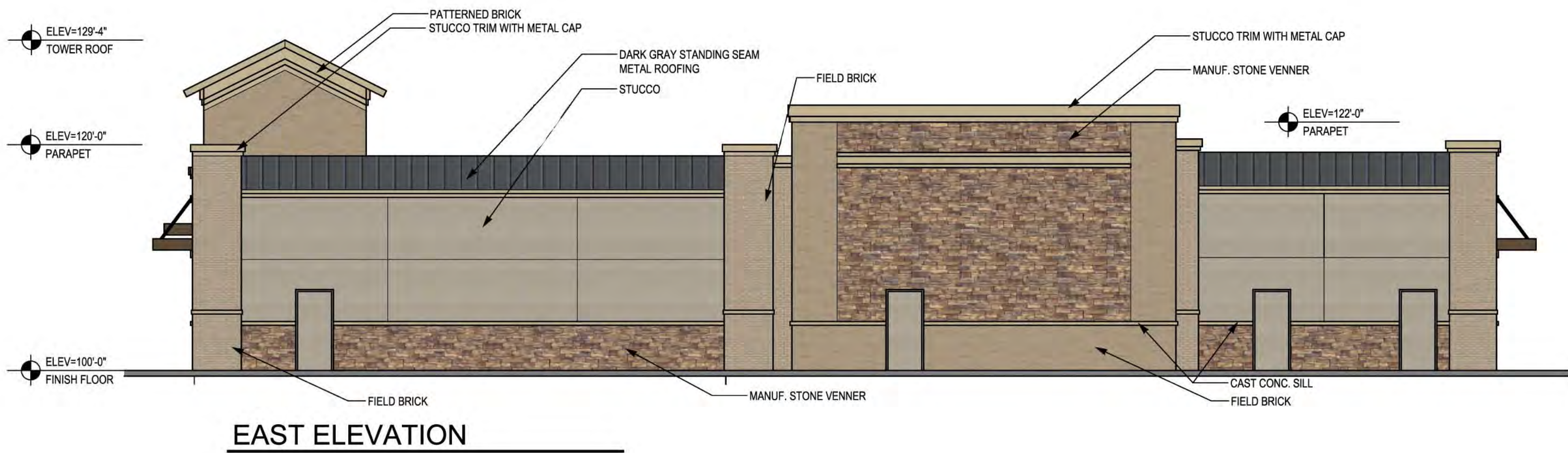
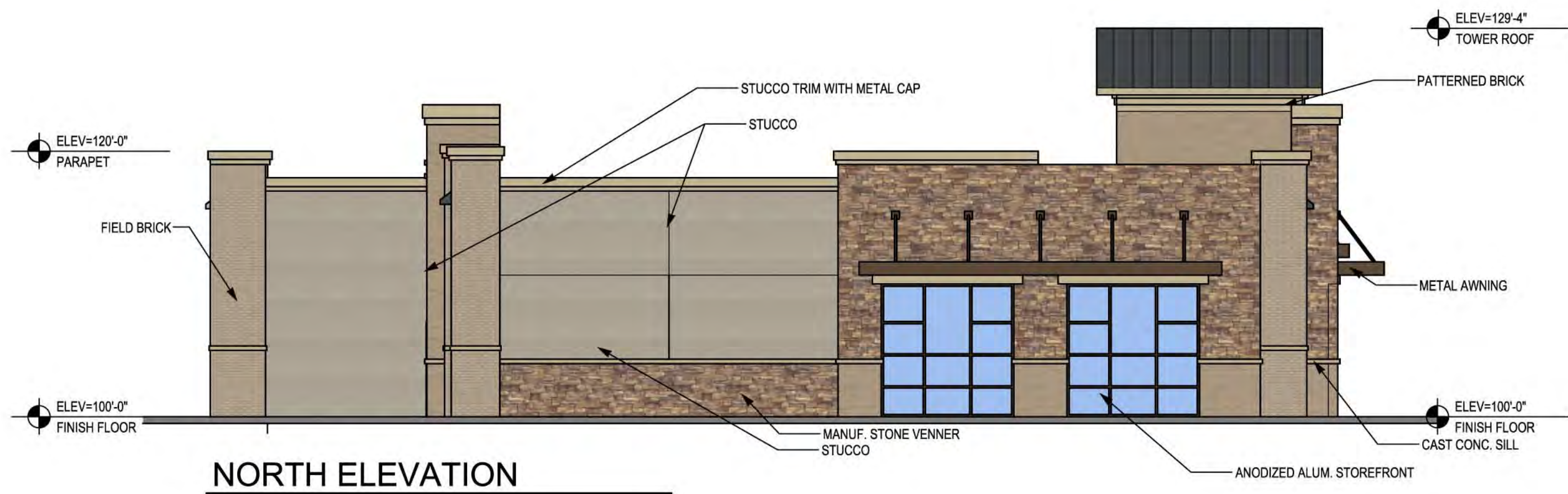
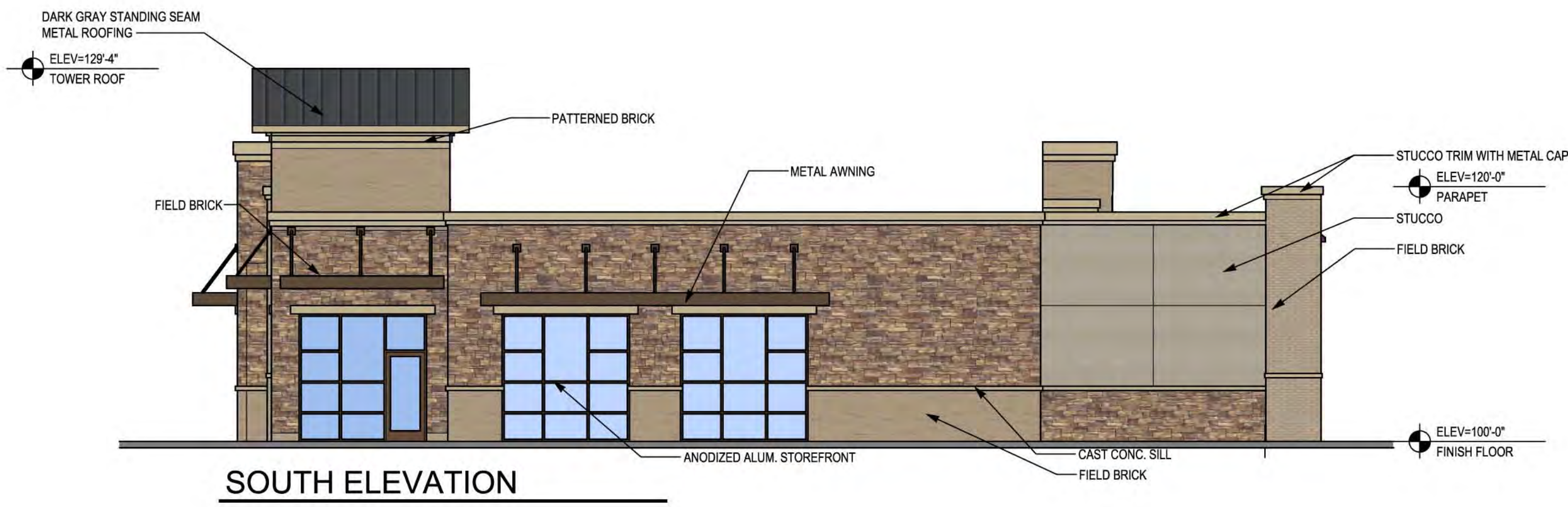
BUILDING B
RENDERS

R301

NCA Partners
ARCHITECTURE

5646 MILTON ST.
SUITE 610
DALLAS, TX 75206
214.361.9901
214.361.9906 FAX
ncapartners.com

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		NORTH	SOUTH	EAST	WEST
1	TOTAL FACADE SF	1,706 SF	1,708 SF	2,285 SF	2,288 SF
2	FACADE SF (EXCLUDING DOORS & WINDOWS)	1,506 SF	1,408 SF	2,201 SF	1,524 SF
3	DOORS & WINDOWS	200 SF	300 SF	84 SF	764 SF
4	PRIMARY MASONRY TOTALS (MIN. 80%)	857 SF	928 SF	1,313 SF	1,017 SF
	• BRICK SF	372 SF	293 SF	668 SF	322 SF
	• STONE SF	485 SF	635 SF	635 SF	695 SF
5	SECONDARY MASONRY TOTALS (MIN. 20%)	649 SF	480 SF	898 SF	507 SF
	• STUCCO SF	649 SF	480 SF	898 SF	507 SF
	• EIFS SF				
	• DETAIL/ADDITIONAL				



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ARCHITECTURE

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TIMBER CREEK MEDICAL PLAZA
PROPOSED RETAIL DEVELOPMENT (ZPD16-001 TCMOP)
WINDSOR & LONG PRAIRIE
FLOWER MOUND, TX 75028

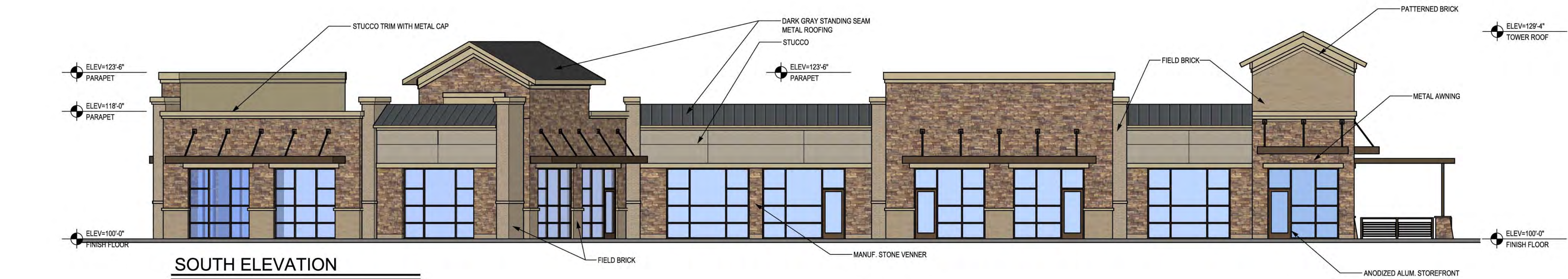
DATE	DESCRIPTION
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2017-01-13	

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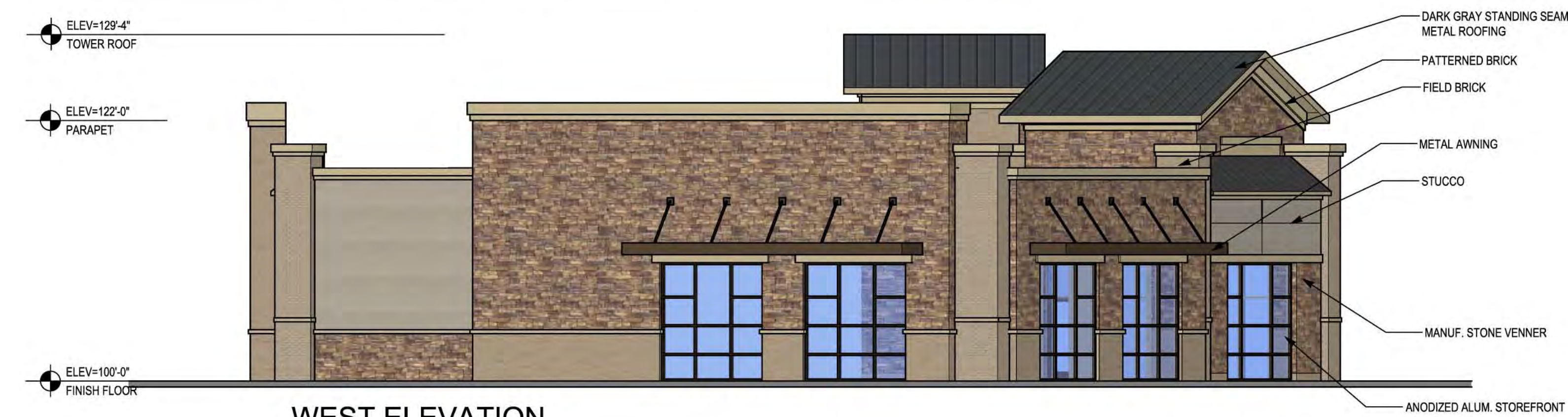
NCA JOB #: 15088

BUILDING C
RENDERS

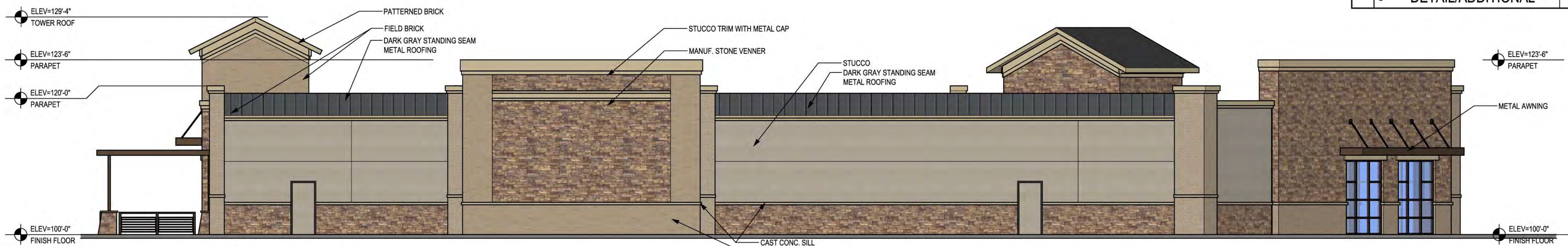
R302



SOUTH ELEVATION



WEST ELEVATION



NORTH ELEVATION



EAST ELEVATION

		NORTH	SOUTH	EAST	WEST
1	TOTAL FACADE SF	3,440 SF	3,430 SF	1,903 SF	2,068 SF
2	FACADE SF (EXCLUDING DOORS & WINDOWS)	3,198 SF	2,202 SF	1,403 SF	1,568 SF
3	DOORS & WINDOWS	242 SF	1,228SF	500 SF	500 SF
4	PRIMARY MASONRY TOTALS (MIN. 80%)	1,889 SF	1,746 SF	1,296 SF	1,310 SF
	• BRICK SF	670 SF	514 SF	451 SF	390 SF
	• STONE SF	1,219 SF	1,232 SF	845 SF	920 SF
5	SECONDARY MASONRY TOTALS (MIN. 20%)	1,309 SF	456 SF	107 SF	258 SF
	• STUCCO SF	1,309 SF	456 SF	107 SF	258 SF
	• EIFS SF				
	• DETAIL/ADDITIONAL				



MANUFACTURED STONE VENEER- EL DORADO MOUNTAIN LODGE (W/CR)



STUCCO- MATCH SWS152 FAVORITE TAN



PAINT- MATCH SWY 6427 SAFFRON GOLD



ACME BRICK- CRISPWOOD (TEXTURED BRICK)



STOREFRONT SELECTION-KAWNEER DARK BROWN



ACME BRICK-WEATHERED GRAY (FIELD BRICK)



STANDING SEAM ROOF SELECTION- MBI SLATE GRAY PARAPET TRIM TO MATCH STANDING SEAM ROOFING



TYPICAL CANOPY DESIGN

TIMBER CREEK MEDICAL PLAZA

PROPOSED RETAIL DEVELOPMENT (ZPD16-001 TC/MOP)
WINDSOR & LONG PRAIRIE
FLOWER MOUND, TX 75028

DATE	DESCRIPTION
2016-12-06	
2017-01-13	

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NCA JOB #: 15088

**BUILDING A
RENDERS**

R303



TIMBER CREEK MEDICAL PLAZA

PROPOSED RETAIL DEVELOPMENT (ZPD16-001 TCMOP)
WINDSOR & LONG PRAIRIE
FLOWER MOUND, TX 75028

△	DATE	DESCRIPTION
	2016-12-06	
	2017-01-13	

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LICENSE #9301

NCA JOB #: 15088

RENDERS

R304

NCA Partners
ARCHITECTURE

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MANUFACTURED STONE VENEER - EL DORADO MOUNTIN LEDGE (YUKON)



ACME BRICK - DRIFTWOOD (TEXTURED BRICK)



ACME BRICK-WEATHERED GRAY (FIELD BRICK)



STUCCO - MATCH SW6157 FAVORITE TAN



PAINT - MATCH SW 6427 SPROUT



Kawneer Anodize finishes
Kawneer gives you a wide variety of anodized finishes with attractive alternatives. The benefit of a durable, anodized finish is married to the beauty of some very dynamic and exciting colors.

KAWNEER FINISH NO.	COLOR	ALUMINUM ASSOCIATION SPECIFICATION	OTHER COMMENTS
#40	DARK BRONZE	AA-M10C21A44 / AA-M45C22A44	Architectural Class I (.7 mils minimum)

STOREFRONT SELECTION-KAWNEER DARK BRONZE



TYPICAL CANOPY DESIGN



LokSeam® is a snap-together standing seam roof system with a 1-3/4" tall vertical rib, for use on roofs with a minimum slope of 3:12.



STANDING SEAM ROOF SELECTION - MBCI SLATE GRAY
PARAPET TRIM TO MATCH STANDING SEAM ROOFING

EXHIBIT "B"
Development Standards

**Planned Development District No. – 114 (PD-114) with
Retail District-2 (R-2) uses and Office Zoning District (O) uses**

**Timber Creek Medical Park
And Timber Creek Medical Office Building**

The Development depicted in Exhibit "C" shall be in accordance with the Town of Flower Mound's Master Plan 2001 and Land Development Regulations as amended, and shall be subject to the following requirements and conditions.

A. Office District (O) uses.

Development of the Office District (O) area designated on Exhibit "C," the Concept Plan for Timber Creek Medical Park and Timber Creek Medical Office Building, comprising approximately 13.08 acres, shall be in compliance with all regulations applicable to Office District (O) uses contained in the Town's Land Development Regulations as amended, except as otherwise provided in this Ordinance.

1. PERMITTED USES: The following uses may be permitted in areas designated on Exhibit "C" as Office District (O) uses:
 - a. Accessory retail/service uses;
 - b. Accessory use, general, subject to section 98-972;
 - c. Art supply store;
 - d. Bank or savings and loan;
 - e. Book or stationary store or newsstand;
 - f. Church or rectory;
 - g. Cleaning/laundry pickup station only;
 - h. College or university;
 - i. Community center, public;
 - j. Custom personal service;
 - k. Fire station;
 - l. Florist;
 - m. Golf course, public;
 - n. Health club or athletic club;
 - o. Local utility line;
 - p. Off-street parking, accessory;
 - q. Office, medical or dental;
 - r. Office, general business and professional;
 - s. Optical sales;
 - t. Park or playground, public;
 - u. Parking lot, commercial;
 - v. Personal improvement services;
 - w. Public building, shop or yard;
 - x. Restaurant, general;
 - y. School. business;
 - z. School, elementary or secondary;
 - aa. Sewage pump station;
 - bb. Swimming pool, commercial;

- cc. Swimming pool, public;
 - dd. Telephone equipment station; and
 - ee. Travel bureau or consultant.
2. SPECIFIC USES: The following uses may be permitted in areas designated on Exhibit "C" as Office District (O) uses with a Specific Use Permit (SUP) approved by the Town Council:
- a. Amusement and recreation (indoors), subject to section 98-973;
 - b. Art supply store;
 - c. Bus station or terminal;
 - d. Cemetery or mausoleum;
 - e. Cleaning shop or laundry pickup station;
 - f. Cleaning/laundry shop with pickup station;
 - g. Communication tower, commercial, subject to 98-977;
 - h. Dancing, drama, or music school or studio;
 - i. Day care center;
 - j. Drugstore or pharmacy;
 - k. Electrical line/substation, high voltage, subject to section 98-979;
 - l. Fraternal club or lodge;
 - m. Health club or athletic club;
 - n. Helistop;
 - o. Hospital; (use added back to the PD by Ordinance No. 17-13)
 - p. Hotel or motel;
 - q. Institution, drug or psychiatric treatment;
 - r. Laboratory, medical and dental;
 - s. Laboratory, scientific and research;
 - t. Lithographic or print shop;
 - u. Mortuary or funeral home;
 - v. Museum, library or art gallery, public;
 - w. Nursing or congregate care facility;
 - x. Optical sales;
 - y. Parking lot or structure, commercial;
 - z. Parking structure, commercial;
 - aa. Personal improvement services;
 - bb. Private franchise utility (not listed);
 - cc. Recreation center;
 - dd. Studio, television or radio;
 - ee. Theater;
 - ff. Transmission pipeline, subject to section 98-997; and
 - gg. Water well, storage or pump station.
3. TEMPORARY USES: The following uses may be permitted in areas designated on Exhibit "C" as Office District (O) uses only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Code, "Temporary Use Permits":
- a. Asphalt/concrete batch plant, temporary, subject to section 98-974;
 - b. Building material yard and construction office;
 - c. Field office, temporary;
 - d. Sales, temporary or seasonal, subject to section 98-992; and

- e. Temporary special event, subject to section 98-976.

4. MINIMUM AND MAXIMUM DIMENSIONS.

- a. Minimum lot area per dwelling. There shall be no minimum lot area per dwelling unit requirement in the Office District (O) area.
- b. Minimum lot width. There shall be no minimum lot width requirement in the Office District (O) area.
- c. Minimum floor area per unit. There shall be no minimum floor area per dwelling unit requirement in the Office District (O) area.
- d. Minimum front yard. There shall be no minimum front yard requirement in the Office District (O) area, subject to section 98-1026.
- e. Minimum side yard. There shall be no minimum side yard requirement in the Office District (O) area, subject to section 98-1027.
- f. Minimum rear yard. The minimum rear yard in the Office District (O) area shall be 15 feet for all uses, subject to section 98-1028.
- g. Maximum lot coverage. The maximum lot coverage in the Office District (O) area shall be 50 percent for all uses, subject to section 98-1029.
- h. Maximum floor area ratio. The maximum floor area ratio for all uses in the Office District (O) area shall be 1:1.
- i. Maximum height. The maximum height of buildings and structures in the Office District (O) area shall be three stories or 35 feet for all uses, subject to section 98-1031.

B. Retail District-2 (R-2) uses. Development of the Retail District-2 area designated on Exhibit "C," the Concept Plan for Timber Creek Medical Park and Timber Creek Medical Office Building, comprising approximately 9.511 acres, shall be in compliance with all regulations applicable to Retail District-2 (R-2) uses contained in the Town's Land Development Regulations as amended, except as otherwise provided in this Ordinance.

- 1. PERMITTED USES: The following uses may be permitted in areas designated on Exhibit "C" as Retail District-2 (R-2) uses.
 - a. Accessory retail/service uses;
 - b. Accessory use, general, subject to section 98-972;
 - c. Antique shop;
 - d. Art gallery or handicraft sales;
 - e. Art supply store;
 - f. Bakery or confectionery shop, retail;
 - g. Bank or savings and loan;
 - h. Book or stationary store or newsstand;
 - i. Church or rectory;

- j. Cleaning/laundry pickup station only;
 - k. Cleaning/laundry shop with pickup station;
 - l. Cleaning shop or laundry pickup station;
 - m. Community center, public;
 - n. Custom personal service;
 - o. Drugstore or pharmacy;
 - p. Fire station;
 - q. Florist;
 - r. Health club or athletic club
 - s. Laboratory, medical and dental;
 - t. Laboratory, scientific and research;
 - u. Laundry, self-service;
 - v. Local utility line;
 - w. Off-street parking, accessory;
 - x. Office, general business and professional;
 - y. Office, medical or dental;
 - z. Optical sales;
 - aa. Park or playground, public;
 - bb. Parking lot, commercial;
 - cc. Personal improvement services;
 - dd. Public building, shop or yard;
 - ee. Restaurant, fast food;
 - ff. Restaurant, general;
 - gg. Retail, general (indoors);
 - hh. Retail, single tenant (less than 25,000 square feet);
 - ii. Retail, single tenant (25,000 square feet but less than 50,000 square feet);
 - jj. Sewage pump station; and
 - kk. Telephone equipment station
2. SPECIFIC USES: The following uses may be permitted in areas designated on Exhibit "C" as Retail District-2 (R-2) uses with a Specific Use Permit (SUP) approved by the Town Council:
- a. Amusement and recreation (indoors}, subject to section 98-973;
 - b. Art supply store;
 - c. Assembly hall;
 - d. Bus station or terminal;
 - e. Cemetery or mausoleum;
 - f. Cleaning shop or laundry pickup station;
 - g. Cleaning/laundry shop with pickup station;
 - h. Cleaning/laundry shop with on-site plant;
 - i. Communication tower, commercial, subject to 98-977;
 - j. Dancing, drama, or music school or studio;
 - k. Electrical line/substation, high voltage, subject to section 98-979;
 - l. Fraternal club or lodge;
 - m. Health club or athletic club;
 - n. Helistop;
 - o. Lithographic or print shop;
 - p. Mortuary or funeral home;
 - q. Museum, library or art gallery, public;
 - r. Parking lot or structure, commercial;

- s. Parking structure, commercial;
 - t. Personal improvement services;
 - u. Private franchise utility (not listed);
 - v. Retail general (indoors);
 - w. Studio, television or radio;
 - x. Transmission pipeline, subject to section 98-997; and
 - y. Water well, storage or pump station.
3. TEMPORARY USES: The following uses may be permitted in the areas designated on Exhibit "C" as Retail District-2 (R-2) uses only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Code, "Temporary Use Permits":
- a. Asphalt/concrete batch plant, temporary, subject to section 98-974;
 - b. Building material yard and construction office;
 - c. Carnival or circus, temporary, subject to 98-976;
 - d. Field office, temporary;
 - e. Refreshment stand, subject to section 98-991;
 - f. Sales, temporary or seasonal, subject to section 98-992; and
 - g. Temporary special event, subject to section 98-976.
4. MINIMUM AND MAXIMUM DIMENSIONS.
- a. Minimum lot area per dwelling. There shall be no minimum lot area per dwelling unit requirement in the Retail District-2 (R-2) areas.
 - b. Minimum lot width. There shall be no minimum lot width requirement in the Retail District-2 (R-2) areas.
 - c. Minimum floor area per unit. There shall be no minimum floor area per dwelling unit requirement in the Retail District-2 (R-2) areas.
 - d. Minimum front yard. There shall be no minimum front yard requirement in the Retail District-2 (R-2) areas, subject to section 98-1026.
 - e. Minimum side yard. There shall be no minimum side yard requirement in the Retail District-2 (R-2) areas, subject to section 98-1027.
 - f. Minimum rear yard. The minimum rear yard in the Retail District-2 (R-2) areas shall be 15 feet for all uses, subject to section 98-1028, **only if the property line is located along the perimeter of the PD property. There shall not be a minimum rear setback for property lines that are internal to the PD property and only adjacent to "x" lots.**
 - g. Maximum lot coverage. The maximum lot coverage in the Retail District-2 (R-2) areas shall be 50 percent for all uses, subject to section 98-1029.
 - h. Maximum floor area ratio. There shall be no maximum floor area ratio requirement in the Retail District-2 (R-2) areas.

- i. Maximum height. The maximum height of buildings and structures in the Retail District-2 (R-2) areas shall be two stories or 35 feet for all uses, subject to section 98-1031.
- C. PROHIBITED USES:** Any use not indicated within the Permitted Uses, Specific Uses, or Temporary Uses above shall not be permitted within this Planned Development District.
- D. ARCHITECTURAL STANDARDS:** The Development's architectural theme will utilize cultured stone, cast stone, painted or finished concrete tilt-wall, sloped metal roof accents, and ornamental iron and steel accents that complement the abundant use of natural materials represented in Texas Hill Country Architecture.
1. Specific Building Component elements shall include:
 - a. Building Component Standards; Building Elevation Profiles and Roof Form shall substantially conform to the approved Concept Elevations (Exhibit "E").
 - b. All building elevations will be articulated to meet or exceed the Town of Flower Mound Urban Design Plan. Buildings will reflect an architectural prominence, with particular attention being paid to architectural quality on the facades, rooflines, and elevations visible from Long Prairie Road.
 - c. The unified design theme depicted on the Concept Elevations (Exhibit E) shall be required within the development.
 - d. Contrasting wall planes, architectural elements, and rooflines shall be used to create exemplary and enduring elevations. Building entries will be identified by various architectural features including arches, canopies, and portals.
 - e. Franchise utility panels and connection points shall be painted to match the color and texture of the building and located so that they are not visible from public roadways, except that Franchise utility panels and connection points facing FM 2499 (Long Prairie Road) will be kept at a minimum and adequately screened, with additional landscaping or other approved material during the Site Plan approval process, to obstruct visibility from Long Prairie Road.
 - f. Colors should be earth tones, galvanized metal color, or members of the beige, brown, white, and warm gray scales.
 - g. ~~Roof pitches shall conform to the Town's Master Plan 2001. Sloped roofing shall be required for structures 15,000 square feet in area and less. A waiver shall be granted to roof pitch requirements for structures 15,000 square feet in area and less.~~ Buildings of one or two stories over 15,000 square feet in area may have a flat or low-sloped roof, but shall use a parapet wall or mansard roof along the building perimeter, so that the flat or low-sloped roof and any roof top mounted mechanical equipment is not visible from the public right-of-way or from neighboring residential buildings.
 2. Specific Building Material Standards shall include:

- a. A minimum of eighty percent (80%) of the building wall area (not including doors and windows) shall be of a primary masonry identified within the Town's Urban Design Plan. Up to twenty percent (20%) of any wall surface material may be ~~stucco~~, fiber cement board, cementitious plaster, E.I.F.S., CMU, or a combination of all.
- b. The use of exposed standard concrete shall not be utilized for any elevation.
- c. Unpainted metal, galvanized metal, or metal subject to rusting shall not be used. All exposed metals shall have a factory-applied finish if available. Weathered steel will be permitted for signage.
- d. Outward facing mirrored glass may not be used.
- e. No more than fifteen percent (15%) of any elevation shall be comprised of a color that is not considered an earth or wood tone. White or shades of white shall be considered an earth tone color.

E. LANDSCAPE STANDARDS

1. Landscaping shall be in accordance with the Town's landscape ordinance, as amended.
2. Median and Right-of-Way Design Guidelines shall apply at Long Prairie Road (FM 2499).

F. MISCELLANEOUS STANDARDS:

1. The issuance of permits and certificates of occupancy for development of the property shown on the Concept Site Plan is subject to compliance with an approved Environmental Protection Plan.
2. Fencing shall be decorative metal that is primed and painted with rust prohibiting paint. Decorative fencing may be split rail with stone columns at the ends. All guardrails will be a minimum of 42" in height and constructed of metal per applicable ADA guidelines.
3. Any use utilizing a drive-through facility shall be subject to Section 82-82 of the Town's Land Development Regulations as amended, at the time of the site plan submittal.
4. Open Space and Pedestrian connectivity requirements:
 - a. The use of brick pavers, decomposed granite, patterned concrete and concrete may be acceptable materials for sidewalks within the proposed development and are subject to the approval of the Town.
 - b. Enhanced banding (stamped concrete, brick pavers or similar material) shall be provided at driveways along FM 2499.

- c. Pedestrian open space shall be composed of hardscape and planting materials that offer visual and physical relief from the necessary parking and building environment. The pedestrian open space amenity(ies) should act as an organizing element around which structures and parking are placed.
 - d. Pedestrian Scale will be achieved through a variety of features. Throughout the development potted plantings shall be interspersed at the front entries along the sidewalk and awnings shall be utilized to bring color and scale to the entries.
 - e. The linear open space amenity shall be utilized to link all the buildings in the development and the adjacent hospital to each other and to the preserved retention pond amenity adjacent to the flood plain with pedestrian pathways that also provide access to the Town's trail system.
 - f. The preserved natural flood plain area on the northern border of the site shall be made accessible to all buildings on the site and the adjacent hospital providing a natural amenity that is visible to and benefits all occupants of the buildings in the development. Its connection to the Town's trail system extends this benefit to all residents of the Town of Flower Mound. Large footprint buildings over two stories shall be kept at a distance from this amenity to avoid blocking views to it from the surrounding buildings and Long Prairie Road.
 - g. A 12' deep buffer zone shall be provided between head-in parking and the amenity trail. Landscaping in areas with less than an 18' deep buffer zone shall contain evergreen plantings to help screen vehicles. Pedestrian connections shall be provided from all buildings to the natural areas and floodplain area.
5. Retention pond requirements:
- a. Maintain a minimum of 4 feet of water depth.
 - b. Retention pond area retaining walls shall utilize stacked stone, stone veneer, cut stone or engineered block walls that complement the material standards and colors for the development.
 - c. Maintenance agreement shall be provided upon submittal of a record plat for the development.
 - d. A fountain feature shall be provided in each retention pond.
 - e. Any pump equipment for the fountain features that is above-ground shall be screened in accordance with Sec. 82-272, "Outdoor storage areas." Such screening shall be designed and constructed of materials that complement the development.
6. Site retaining wall requirements:
- a. All site retaining walls shall utilize stacked stone, stone veneer, cut stone, or faux stone that complements the material standards and colors for the development.

7. Reciprocal Easement requirements:

- a. The development shall be subject to an overall reciprocal easement agreement granting cross-access between the property to the south, the retail pad sites, and the office component, and cross- parking for this development. A copy of said agreement(s) shall be provided to the Town of Flower Mound with the Record Plat for the development.

8. Phasing requirements:

- a. The first phase of development shall include the detention reservoirs, fire lanes and median cuts/turn lanes to support the first phase, curb cuts, utilities, and amenity area(s) within Phase 1, and perimeter landscaping (Exhibit G). A Certificate of Occupancy shall not be issued for any building within Phase 1 until all of the above improvements are complete.
- b. Access in accordance with the fire code, as amended, shall be acquired prior to site plan approval for any buildings.

9. Sanitary Sewer Easement requirements:

The location of the retention ponds, as depicted on the attached concept plans, is subject to the final design location of the Town's sanitary sewer easement. The retention ponds shall be located outside of the sanitary sewer easement in accordance with the Town's Code of Ordinances. Final review and approval of the location of the retention ponds shall be subject to Town approval prior to a development plan or record plat application for the development being placed on a Planning and Zoning Commission agenda.

G. EXCEPTIONS AND VARIANCES:

1. Buildings shown to be in excess of the maximum height requirements must obtain a waiver for such additional height above the maximum allowed height by the Planning and Zoning Commission at the time of site plan approval, pursuant to Section 98-1031(d).
2. An exception shall be granted to the requirements of Section 90-423, Underground Utilities, of the Code of Ordinances to allow approximately 103 linear feet of overhead utility lines that are located within the subject property and along Long Prairie Road to remain overhead.

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NOS. 75-10 AND 17-13, WHICH ESTABLISHED AND LATER AMENDED PLANNED DEVELOPMENT DISTRICT NO. 114 (PD-114) ON CERTAIN PROPERTY DESCRIBED AS 21.62 ACRES OF LAND BEING ALL OF THE TIMBER CREEK MEDICAL OFFICE PLAZA; BY ADDING APPROXIMATELY 0.745 ACRES OF LAND SITUATED IN THE C. CHACON SURVEY, ABSTRACT NUMBER 299, AND CHANGING THE ZONING ON THAT LAND FROM RETAIL DISTRICT-1 (R-1) TO PLANNED DEVELOPMENT DISTRICT NO. 114 (PD-114) WITH RETAIL DISTRICT-2 (R-2) USES, IN ACCORDANCE WITH THE TOWN'S MASTER PLAN; AND BY REPLACING EXHIBIT "B," ENTITLED "DEVELOPMENT STANDARDS," EXHIBIT "C," "CONCEPT SITE PLAN," EXHIBIT "D," "CONCEPT LANDSCAPE PLAN," AND EXHIBIT "F," "PARKING STUDY," AS APPLICABLE TO THE SUBJECT PROPERTY; AND BY AMENDING EXHIBIT "E," "CONCEPT ELEVATIONS," TO ADD CONCEPTUAL ELEVATIONS FOR BUILDING NUMBERS A, B AND C, IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; 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..

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 owners of the property described as 21.62 acres of land being all of the Timber Creek Medical Office Plaza, and approximately 0.745 acres of land situated in the C. Chacon Survey, Abstract Number 299, have filed an application for a Zoning Planned Development amendment to amend Ordinance Nos. 75-10 and 17-13 for Planned Development District No. 114 (PD-114); and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on February 13, 2017, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on February 20, 2017, with respect to the Zoning Planned Development 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;

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 and area as shown below:

21.62 acres of land being all of the Timber Creek Medical Office Plaza, and approximately 0.745 acres of land situated in the C. Chacon Survey, Abstract Number 299, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Exhibit "B" to Ordinance No. 75-10, entitled "Development Standards," is hereby being replaced to include amendments to Paragraph B, "Retail District-2 (R-2) Uses," Subsection B.4.f; Paragraph D, "Architectural Standards," Subsections D.1.g and D.2.a; and Paragraph G, "Exceptions and Variances;" attached as Exhibit "B" hereto and incorporated herein.

Exhibit "C" entitled "Concept Site Plan" and Exhibit "D" entitled "Concept Landscape Plan" to Ordinance No. 75-10 are hereby being replaced to amend the conceptual plans for the subject property, attached as Exhibits "C" and "D" hereto and incorporated herein.

Exhibit "E" to Ordinance No. 75-10, which exhibit is entitled "Concept Elevations," is hereby amended to add conceptual elevations for Building Numbers A, B and C, attached as Exhibit "E" hereto and incorporated herein.

Exhibit "F" to Ordinance No. 75-10, which exhibit is entitled "Parking Study," is hereby being replaced, attached as Exhibit "F" hereto and incorporated herein.

SECTION 2

The development standards, concept site plan, concept landscape plan, concept elevations, and parking study for Planned Development District No. 114 (PD-114), attached hereto as Exhibits "B," "C," "D," "E," and "F," each incorporated herein for all purposes allowed by law, are hereby approved as the development standards, concept site plan, concept landscape plan, concept elevations, and parking study for this Planned Development District No. 114 (PD-114).

SECTION 3

The official map of the Town of Flower Mound is amended and the Executive Director of Development Services is directed to revise the official zoning map to reflect the approved Planned Development District No. 114 (PD-114), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms and conditions contained in Exhibits "B," "C," "D," "E," and "F," attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 5

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 6

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 7

Any person, firm, or corporation who violates any provision of this Ordinance 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.

SECTION 8

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 9

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 10

This Ordinance shall take effect and be in full force 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
_____, 2017.**

ORDINANCE NO. _____

APPROVED:

Thomas E. Hayden, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, **TOWN ATTORNEY**

EXHIBIT "A"
Property Description

22.357 Acres
C. Chacon Survey, Abstract No. 299
Town of Flower Mound
Denton County, Texas

BEING all that certain lot, tract or parcel of land situated in the C. Chacon Survey, Abstract No. 299, Town of Flower Mound, Denton County, Texas, and being all of Timber Creek Medical Office Plaza, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in County Clerk's Document No. 2015-307, Plat Records, Denton County, Texas, and being a portion of that certain tract of land described in deed to Minassian Properties, LLC, recorded in County Clerk's Document No. 98-0113753, Real Property Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the southwest corner of said Timber Creek Medical Office Plaza, being the northeast corner of Lot 1, The River Walk at Central Park, an addition to the Town of Flower Mound, Denton County, Texas, recorded in Cabinet Y, Page 700, Plat Records, Denton County, Texas, and being in the east line of F. M. 2499;

THENCE Northwesterly with the east line of F.M. 2499, the following eleven (11) calls:

N 00°50'09" W, a distance of 44.85';

S 88°27'43" E, a distance of 5.18';

N 02°55'57" W, a distance of 99.96';

N 07°30'20" W, a distance of 100.10';

N 12°23'54" W, a distance of 107.08';

N 18°58'16" W, a distance of 36.70';

N 19°04'19" W, a distance of 137.04';

N 24°10'15" W, a distance of 41.51';

N 27°35'55" W, a distance of 106.08';

N 32°35'55" W, a distance of 106.08';

N 37°35'55" W, a distance of 88.52';

THENCE N 55°32'15" E, over, across and through said Minassian tract, a distance of 205.92' to a point in the west line of said Timber Creek Medical Office Plaza;

THENCE N 00°43'31" W, with the west line of said Timber Creek Medical Office Plaza, a distance of 211.65', being the northwest corner thereof;

THENCE easterly with the north line of said Timber Creek Medical Office Plaza, the following two (2) calls:

N 89°34'48" E, a distance of 210.43';

N 89°36'35" E, a distance of 655.37', being the north east corner of said Timber Creek Medical Office Plaza;

THENCE southerly with the east line of said Timber Creek Medical Office Plaza, the following three (3) calls:

S 01°10'48" E, a distance of 305.14';

S 00°47'00" E, a distance of 456.64';

S 00°48'48" E, a distance of 350.36';

THENCE S 88°04'50" W, with the south line of said Timber Creek Medical Office Plaza, a distance of 780.14' to the **POINT OF BEGINNING** and containing approximately 22.357 acres of land.

EXHIBIT "B"
Development Standards

**Planned Development District No. – 114 (PD-114) with
Retail District-2 (R-2) uses and Office Zoning District (O) uses**

**Timber Creek Medical Park
And Timber Creek Medical Office Building**

The Development depicted in Exhibit "C" shall be in accordance with the Town of Flower Mound's Master Plan and Land Development Regulations as amended, and shall be subject to the following requirements and conditions.

A. Office District (O) uses.

Development of the Office District (O) area designated on Exhibit "C," the Concept Plan for Timber Creek Medical Park and Timber Creek Medical Office Building, comprising approximately 13.08 acres, shall be in compliance with all regulations applicable to Office District (O) uses contained in the Town's Land Development Regulations as amended, except as otherwise provided in this Ordinance.

1. PERMITTED USES: The following uses may be permitted in areas designated on Exhibit "C" as Office District (O) uses:
 - a. Accessory retail/service uses;
 - b. Accessory use, general, subject to section 98-972;
 - c. Art supply store;
 - d. Bank or savings and loan;
 - e. Book or stationary store or newsstand;
 - f. Church or rectory;
 - g. Cleaning/laundry pickup station only;
 - h. College or university;
 - i. Community center, public;
 - j. Custom personal service;
 - k. Fire station;
 - l. Florist;
 - m. Golf course, public;
 - n. Health club or athletic club;
 - o. Local utility line;
 - p. Off-street parking, accessory;
 - q. Office, medical or dental;
 - r. Office, general business and professional;
 - s. Optical sales;
 - t. Park or playground, public;
 - u. Parking lot, commercial;
 - v. Personal improvement services;
 - w. Public building, shop or yard;
 - x. Restaurant, general;
 - y. School. business;
 - z. School, elementary or secondary;
 - aa. Sewage pump station;

- bb. Swimming pool, commercial;
 - cc. Swimming pool, public;
 - dd. Telephone equipment station; and
 - ee. Travel bureau or consultant.
2. SPECIFIC USES: The following uses may be permitted in areas designated on Exhibit "C" as Office District (O) uses with a Specific Use Permit (SUP) approved by the Town Council:
- a. Amusement and recreation (indoors), subject to section 98-973;
 - b. Art supply store;
 - c. Bus station or terminal;
 - d. Cemetery or mausoleum;
 - e. Cleaning shop or laundry pickup station;
 - f. Cleaning/laundry shop with pickup station;
 - g. Communication tower, commercial, subject to 98-977;
 - h. Dancing, drama, or music school or studio;
 - i. Day care center;
 - j. Drugstore or pharmacy;
 - k. Electrical line/substation, high voltage, subject to section 98-979;
 - l. Fraternal club or lodge;
 - m. Health club or athletic club;
 - n. Helistop;
 - o. Hospital; (use added back to the PD by Ordinance No. 17-13)
 - p. Hotel or motel;
 - q. Institution, drug or psychiatric treatment;
 - r. Laboratory, medical and dental;
 - s. Laboratory, scientific and research;
 - t. Lithographic or print shop;
 - u. Mortuary or funeral home;
 - v. Museum, library or art gallery, public;
 - w. Nursing or congregate care facility;
 - x. Optical sales;
 - y. Parking lot or structure, commercial;
 - z. Parking structure, commercial;
 - aa. Personal improvement services;
 - bb. Private franchise utility (not listed);
 - cc. Recreation center;
 - dd. Studio, television or radio;
 - ee. Theater;
 - ff. Transmission pipeline, subject to section 98-997; and
 - gg. Water well, storage or pump station.
3. TEMPORARY USES: The following uses may be permitted in areas designated on Exhibit "C" as Office District (O) uses only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Code, "Temporary Use Permits":
- a. Asphalt/concrete batch plant, temporary, subject to section 98-974;
 - b. Building material yard and construction office;
 - c. Field office, temporary;

- d. Sales, temporary or seasonal, subject to section 98-992; and
- e. Temporary special event, subject to section 98-976.

4. MINIMUM AND MAXIMUM DIMENSIONS.

- a. Minimum lot area per dwelling. There shall be no minimum lot area per dwelling unit requirement in the Office District (O) area.
- b. Minimum lot width. There shall be no minimum lot width requirement in the Office District (O) area.
- c. Minimum floor area per unit. There shall be no minimum floor area per dwelling unit requirement in the Office District (O) area.
- d. Minimum front yard. There shall be no minimum front yard requirement in the Office District (O) area, subject to section 98-1026.
- e. Minimum side yard. There shall be no minimum side yard requirement in the Office District (O) area, subject to section 98-1027.
- f. Minimum rear yard. The minimum rear yard in the Office District (O) area shall be 15 feet for all uses, subject to section 98-1028.
- g. Maximum lot coverage. The maximum lot coverage in the Office District (O) area shall be 50 percent for all uses, subject to section 98-1029.
- h. Maximum floor area ratio. The maximum floor area ratio for all uses in the Office District (O) area shall be 1:1.
- i. Maximum height. The maximum height of buildings and structures in the Office District (O) area shall be three stories or 35 feet for all uses, subject to section 98-1031.

B. Retail District-2 (R-2) uses. Development of the Retail District-2 area designated on Exhibit "C," the Concept Plan for Timber Creek Medical Park and Timber Creek Medical Office Building, comprising approximately 9.511 acres, shall be in compliance with all regulations applicable to Retail District-2 (R-2) uses contained in the Town's Land Development Regulations as amended, except as otherwise provided in this Ordinance.

- 1. PERMITTED USES: The following uses may be permitted in areas designated on Exhibit "C" as Retail District-2 (R-2) uses.
 - a. Accessory retail/service uses;
 - b. Accessory use, general, subject to section 98-972;
 - c. Antique shop;
 - d. Art gallery or handicraft sales;
 - e. Art supply store;
 - f. Bakery or confectionery shop, retail;
 - g. Bank or savings and loan;
 - h. Book or stationary store or newsstand;

- i. Church or rectory;
 - j. Cleaning/laundry pickup station only;
 - k. Cleaning/laundry shop with pickup station;
 - l. Cleaning shop or laundry pickup station;
 - m. Community center, public;
 - n. Custom personal service;
 - o. Drugstore or pharmacy;
 - p. Fire station;
 - q. Florist;
 - r. Health club or athletic club
 - s. Laboratory, medical and dental;
 - t. Laboratory, scientific and research;
 - u. Laundry, self-service;
 - v. Local utility line;
 - w. Off-street parking, accessory;
 - x. Office, general business and professional;
 - y. Office, medical or dental;
 - z. Optical sales;
 - aa. Park or playground, public;
 - bb. Parking lot, commercial;
 - cc. Personal improvement services;
 - dd. Public building, shop or yard;
 - ee. Restaurant, fast food;
 - ff. Restaurant, general;
 - gg. Retail, general (indoors);
 - hh. Retail, single tenant (less than 25,000 square feet);
 - ii. Retail, single tenant (25,000 square feet but less than 50,000 square feet);
 - jj. Sewage pump station; and
 - kk. Telephone equipment station
2. SPECIFIC USES: The following uses may be permitted in areas designated on Exhibit "C" as Retail District-2 (R-2) uses with a Specific Use Permit (SUP) approved by the Town Council:
- a. Amusement and recreation (indoors}, subject to section 98-973;
 - b. Art supply store;
 - c. Assembly hall;
 - d. Bus station or terminal;
 - e. Cemetery or mausoleum;
 - f. Cleaning shop or laundry pickup station;
 - g. Cleaning/laundry shop with pickup station;
 - h. Cleaning/laundry shop with on-site plant;
 - i. Communication tower, commercial, subject to 98-977;
 - j. Dancing, drama, or music school or studio;
 - k. Electrical line/substation, high voltage, subject to section 98-979;
 - l. Fraternal club or lodge;
 - m. Health club or athletic club;
 - n. Helistop;
 - o. Lithographic or print shop;
 - p. Mortuary or funeral home;
 - q. Museum, library or art gallery, public;

- r. Parking lot or structure, commercial;
 - s. Parking structure, commercial;
 - t. Personal improvement services;
 - u. Private franchise utility (not listed);
 - v. Retail general (indoors);
 - w. Studio, television or radio;
 - x. Transmission pipeline, subject to section 98-997; and
 - y. Water well, storage or pump station.
3. TEMPORARY USES: The following uses may be permitted in the areas designated on Exhibit "C" as Retail District-2 (R-2) uses only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Code, "Temporary Use Permits":
- a. Asphalt/concrete batch plant, temporary, subject to section 98-974;
 - b. Building material yard and construction office;
 - c. Carnival or circus, temporary, subject to 98-976;
 - d. Field office, temporary;
 - e. Refreshment stand, subject to section 98-991;
 - f. Sales, temporary or seasonal, subject to section 98-992; and
 - g. Temporary special event, subject to section 98-976.
4. MINIMUM AND MAXIMUM DIMENSIONS.
- a. Minimum lot area per dwelling. There shall be no minimum lot area per dwelling unit requirement in the Retail District-2 (R-2) areas.
 - b. Minimum lot width. There shall be no minimum lot width requirement in the Retail District-2 (R-2) areas.
 - c. Minimum floor area per unit. There shall be no minimum floor area per dwelling unit requirement in the Retail District-2 (R-2) areas.
 - d. Minimum front yard. There shall be no minimum front yard requirement in the Retail District-2 (R-2) areas, subject to section 98-1026.
 - e. Minimum side yard. There shall be no minimum side yard requirement in the Retail District-2 (R-2) areas, subject to section 98-1027.
 - f. Minimum rear yard. The minimum rear yard in the Retail District-2 (R-2) areas shall be 15 feet for all uses, subject to section 98-1028, only if the property line is located along the perimeter of the PD property. There shall not be a minimum rear setback for property lines that are internal to the PD property and only adjacent to "x" lots.
 - g. Maximum lot coverage. The maximum lot coverage in the Retail District-2 (R-2) areas shall be 50 percent for all uses, subject to section 98-1029.
 - h. Maximum floor area ratio. There shall be no maximum floor area ratio requirement in the Retail District-2 (R-2) areas.

- i. Maximum height. The maximum height of buildings and structures in the Retail District-2 (R-2) areas shall be two stories or 35 feet for all uses, subject to section 98-1031.
- C. PROHIBITED USES:** Any use not indicated within the Permitted Uses, Specific Uses, or Temporary Uses above shall not be permitted within this Planned Development District.
- D. ARCHITECTURAL STANDARDS:** The Development's architectural theme will utilize cultured stone, cast stone, painted or finished concrete tilt-wall, sloped metal roof accents, and ornamental iron and steel accents that complement the abundant use of natural materials represented in Texas Hill Country Architecture.
- 1. Specific Building Component elements shall include:
 - a. Building Component Standards; Building Elevation Profiles and Roof Form shall substantially conform to the approved Concept Elevations (Exhibit "E").
 - b. All building elevations will be articulated to meet or exceed the Town of Flower Mound Urban Design Plan. Buildings will reflect an architectural prominence, with particular attention being paid to architectural quality on the facades, rooflines, and elevations visible from Long Prairie Road.
 - c. The unified design theme depicted on the Concept Elevations (Exhibit E) shall be required within the development.
 - d. Contrasting wall planes, architectural elements, and rooflines shall be used to create exemplary and enduring elevations. Building entries will be identified by various architectural features including arches, canopies, and portals.
 - e. Franchise utility panels and connection points shall be painted to match the color and texture of the building and located so that they are not visible from public roadways, except that Franchise utility panels and connection points facing FM 2499 (Long Prairie Road) will be kept at a minimum and adequately screened, with additional landscaping or other approved material during the Site Plan approval process, to obstruct visibility from Long Prairie Road.
 - f. Colors should be earth tones, galvanized metal color, or members of the beige, brown, white, and warm gray scales.
 - g. A waiver shall be granted to roof pitch requirements for structures 15,000 square feet in area and less in accordance with the Town's Master Plan. Buildings of one or two stories over 15,000 square feet in area may have a flat or low-sloped roof, but shall use a parapet wall or mansard roof along the building perimeter, so that the flat or low-sloped roof and any roof top mounted mechanical equipment is not visible from the public right-of-way or from neighboring residential buildings.
 - 2. Specific Building Material Standards shall include:

- a. A minimum of eighty percent (80%) of the building wall area (not including doors and windows) shall be of a primary masonry identified within the Town's Urban Design Plan. Up to twenty percent (20%) of any wall surface material may be fiber cement board, cementitious plaster, E.I.F.S., CMU, or a combination of all.
- b. The use of exposed standard concrete shall not be utilized for any elevation.
- c. Unpainted metal, galvanized metal, or metal subject to rusting shall not be used. All exposed metals shall have a factory-applied finish if available. Weathered steel will be permitted for signage.
- d. Outward facing mirrored glass may not be used.
- e. No more than fifteen percent (15%) of any elevation shall be comprised of a color that is not considered an earth or wood tone. White or shades of white shall be considered an earth tone color.

E. LANDSCAPE STANDARDS

1. Landscaping shall be in accordance with the Town's landscape ordinance, as amended.
2. Median and Right-of-Way Design Guidelines shall apply at Long Prairie Road (FM 2499).

F. MISCELLANEOUS STANDARDS:

1. The issuance of permits and certificates of occupancy for development of the property shown on the Concept Site Plan is subject to compliance with an approved Environmental Protection Plan.
2. Fencing shall be decorative metal that is primed and painted with rust prohibiting paint. Decorative fencing may be split rail with stone columns at the ends. All guardrails will be a minimum of 42" in height and constructed of metal per applicable ADA guidelines.
3. Any use utilizing a drive-through facility shall be subject to Section 82-82 of the Town's Land Development Regulations as amended, at the time of the site plan submittal.
4. Open Space and Pedestrian connectivity requirements:
 - a. The use of brick pavers, decomposed granite, patterned concrete and concrete may be acceptable materials for sidewalks within the proposed development and are subject to the approval of the Town.
 - b. Enhanced banding (stamped concrete, brick pavers or similar material) shall be provided at driveways along FM 2499.
 - c. Pedestrian open space shall be composed of hardscape and planting materials that offer visual and physical relief from the necessary parking and building

environment. The pedestrian open space amenity(ies) should act as an organizing element around which structures and parking are placed.

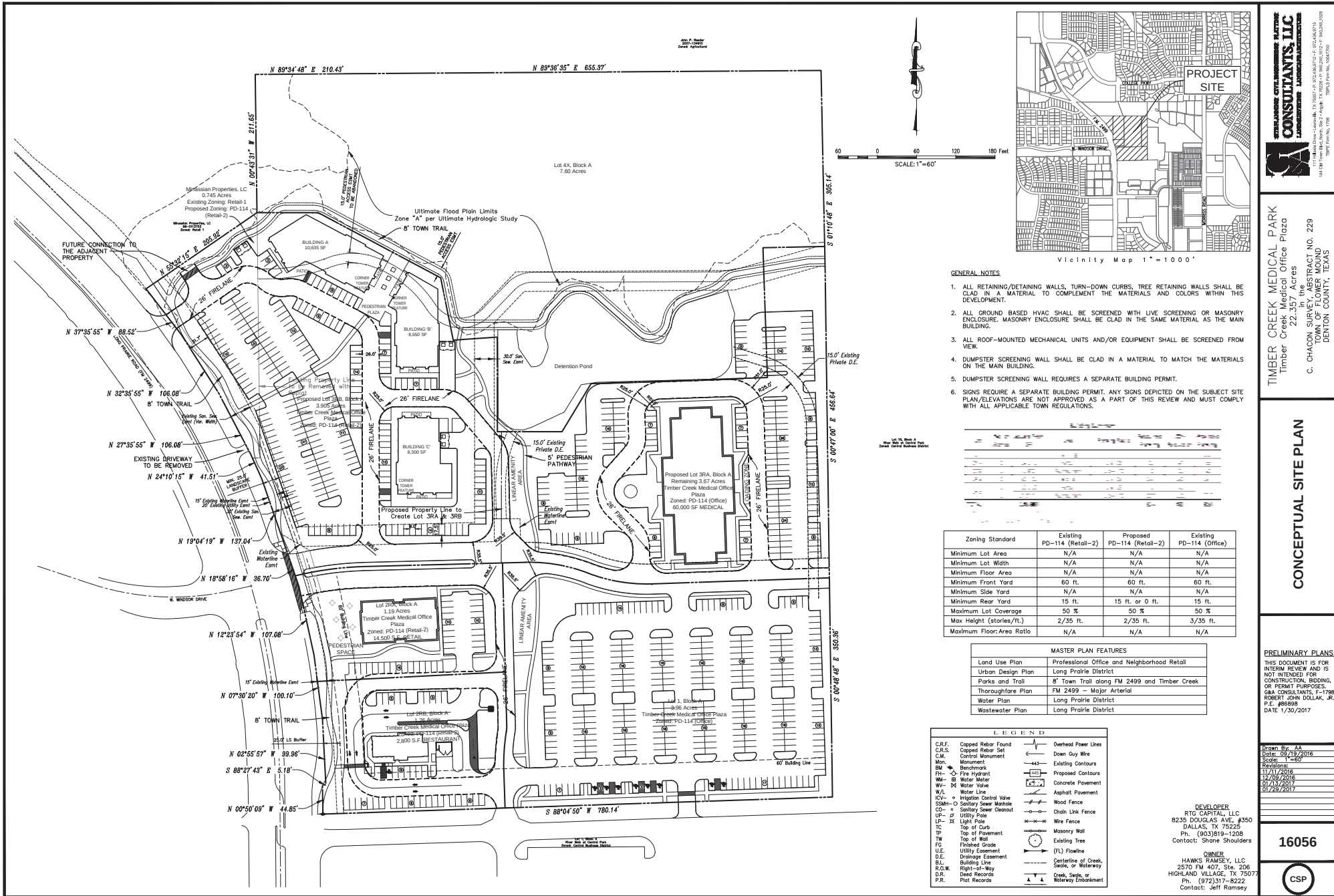
- d. Pedestrian Scale will be achieved through a variety of features. Throughout the development potted plantings shall be interspersed at the front entries along the sidewalk and awnings shall be utilized to bring color and scale to the entries.
 - e. The linear open space amenity shall be utilized to link all the buildings in the development and the adjacent hospital to each other and to the preserved retention pond amenity adjacent to the flood plain with pedestrian pathways that also provide access to the Town's trail system.
 - f. The preserved natural flood plain area on the northern border of the site shall be made accessible to all buildings on the site and the adjacent hospital providing a natural amenity that is visible to and benefits all occupants of the buildings in the development. Its connection to the Town's trail system extends this benefit to all residents of the Town of Flower Mound. Large footprint buildings over two stories shall be kept at a distance from this amenity to avoid blocking views to it from the surrounding buildings and Long Prairie Road.
 - g. A 12' deep buffer zone shall be provided between head-in parking and the amenity trail. Landscaping in areas with less than an 18' deep buffer zone shall contain evergreen plantings to help screen vehicles. Pedestrian connections shall be provided from all buildings to the natural areas and floodplain area.
5. Retention pond requirements:
- a. Maintain a minimum of 4 feet of water depth.
 - b. Retention pond area retaining walls shall utilize stacked stone, stone veneer, cut stone or engineered block walls that complement the material standards and colors for the development.
 - c. Maintenance agreement shall be provided upon submittal of a record plat for the development.
 - d. A fountain feature shall be provided in each retention pond.
 - e. Any pump equipment for the fountain features that is above-ground shall be screened in accordance with Sec. 82-272, "Outdoor storage areas." Such screening shall be designed and constructed of materials that complement the development.
6. Site retaining wall requirements:
- a. All site retaining walls shall utilize stacked stone, stone veneer, cut stone, or faux stone that complements the material standards and colors for the development.
7. Reciprocal Easement requirements:

- a. The development shall be subject to an overall reciprocal easement agreement granting cross-access between the property to the south, the retail pad sites, and the office component, and cross- parking for this development. A copy of said agreement(s) shall be provided to the Town of Flower Mound with the Record Plat for the development.
8. Phasing requirements:
 - a. The first phase of development shall include the detention reservoirs, fire lanes and median cuts/turn lanes to support the first phase, curb cuts, utilities, and amenity area(s) within Phase 1, and perimeter landscaping (Exhibit G). A Certificate of Occupancy shall not be issued for any building within Phase 1 until all of the above improvements are complete.
 - b. Access in accordance with the fire code, as amended, shall be acquired prior to site plan approval for any buildings.
9. Sanitary Sewer Easement requirements:

The location of the retention ponds, as depicted on the attached concept plans, is subject to the final design location of the Town's sanitary sewer easement. The retention ponds shall be located outside of the sanitary sewer easement in accordance with the Town's Code of Ordinances. Final review and approval of the location of the retention ponds shall be subject to Town approval prior to a development plan or record plat application for the development being placed on a Planning and Zoning Commission agenda.

G. EXCEPTIONS AND VARIANCES:

1. Buildings shown to be in excess of the maximum height requirements must obtain a waiver for such additional height above the maximum allowed height by the Planning and Zoning Commission at the time of site plan approval, pursuant to Section 98-1031(d).
2. An exception shall be granted to the requirements of Section 90-423, Underground Utilities, of the Code of Ordinances to allow approximately 103 linear feet of overhead utility lines that are located within the subject property and along Long Prairie Road to remain overhead.



CONCEPTUAL SITE PLAN

16056

CS

PRELIMINARY PLANS

THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. G&A CONSULTANTS, F-1798 ROBERT JOHN DOLAK, JR., P.E. #86898 DATE 1/30/2017

DEVELOPER

RTG CAPITAL, LLC
8235 DOUGLAS AVE., #350
DALLAS, TX 75225
Ph. (903)818-1208
Contact: Shane Shoulders

OWNER

HAWKS RAMSEY, LLC
2570 FM 407, Ste. 206
HIGHLAND VILLAGE, TX 75077
Ph. (972)317-8222
Contact: Jeff Ramsey

CONCEPTUAL SITE PLAN

16056

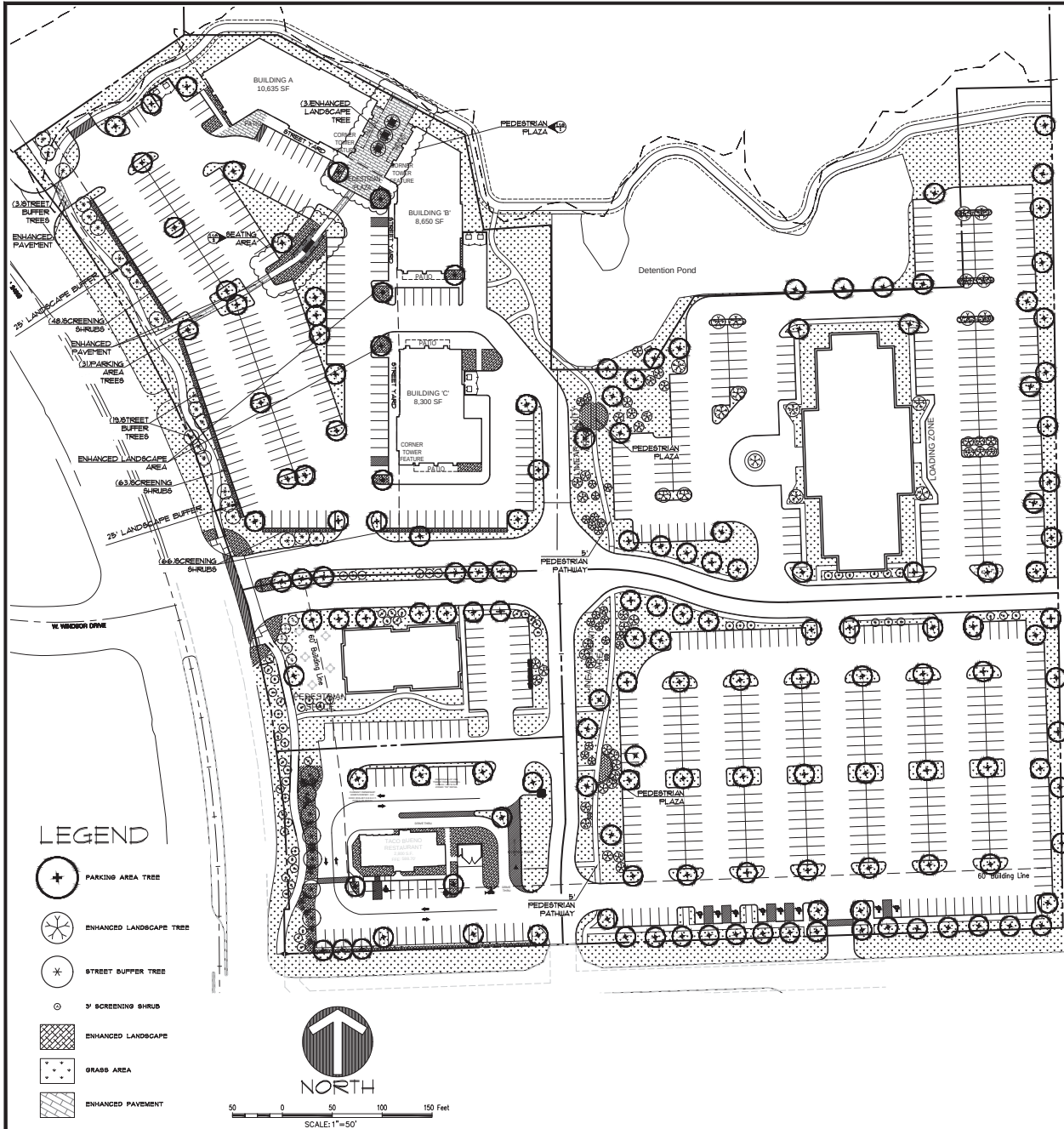
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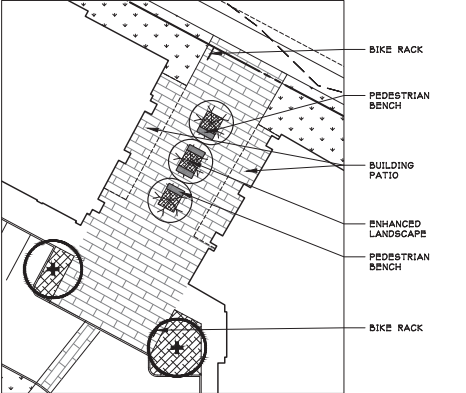
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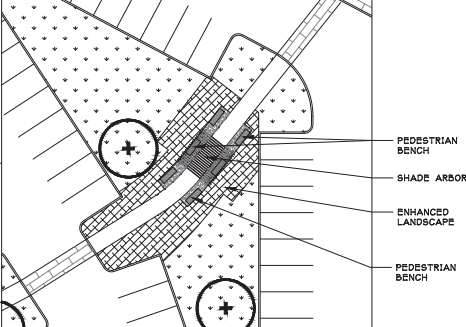


LANDSCAPE REQUIREMENT COMPLIANCE TOWN OF FLOWER MOUND Timber Creek Medical Park for proposed Lot 3B8			
STREET BUFFER LANDSCAPING			
STANDARD	REQUIRED BUFFER WIDTH	PROVIDED	
Long Prairie Road	25 ft.	25 ft.	
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 per 30 LL	Long Prairie - 402 LL	18 trees (3" cal.)	19 trees (3" cal.)
STREET BUFFER TREES			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
Above 10,000 s.f. + 10 s.f. for every 2,500 s.f. after 10,000 s.f.	117,476 s.f.	53 trees (3" cal.)	53 trees (3" cal.)
PARKING AREA LANDSCAPING			
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED
90 s.f. per 12 spaces	231 parking spaces	1,733 s.f.	2,500 s.f.
PARKING AREA TREES			
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED
1 per 18 parking spaces	231 parking spaces	24 trees (3" cal.)	35 trees (3" cal.)
**All parking spaces to be located within 50 ft. of parking lot trees.			
PARKING AREA SCREENING			
STANDARD	Landscaping screen or screening shrubs	PROVIDED	
All hard parking to be screened from street view	3' ht. screen	screening shrubs (3' ht.)	

LANDSCAPE REQUIREMENT COMPLIANCE TOWN OF FLOWER MOUND Timber Creek Medical Park for proposed Lot 1 Block A			
PARKING AREA LANDSCAPING			
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED
90 s.f. per 12 spaces	231 parking spaces	2,820 s.f.	3,624 s.f.
PARKING AREA TREES			
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED
1 per 18 parking spaces	231 parking spaces	32 trees (3" cal.)	39 trees (3" cal.)
**All parking spaces to be located within 50 ft. of parking lot trees.			



1. PEDESTRIAN PLAZA
SCALE: 1"=50'



2. SEATING AREA
SCALE: 1"=50'

PRELIMINARY
THIS DOCUMENT IS FOR
INTERIM REVIEW
ONLY AND IS NOT INTENDED
FOR CONSTRUCTION,
BIDDING, OR PERMIT
THOMAS MEYER LANDSCAPE
DESIGN
DATED 1/30/2017

STATE OF TEXAS
COUNTY OF DALLAS
16056
L1.0

OWNER/DEVELOPER
RTO CAPITAL, LLC
8800 DOWNSIDE AVE. #400
DALLAS, TX 75225
PH: 800268-9206
Contact: Steve Strubbers



		NORTH	SOUTH	EAST	WEST
1	TOTAL FACADE SF	906 SF	1,283 SF	2,249 SF	3,308 SF
2	FACADE SF (EXCLUDING DOORS & WINDOWS)	671 SF	1,083 SF	2,165 SF	2,358 SF
3	DOORS & WINDOWS	233 SF	200 SF	84 SF	950 SF
4	PRIMARY MASONRY TOTALS (MIN. 80%)	357 SF	688 SF	1,290 SF	1,863 SF
	• BRICK SF	161 SF	195 SF	505 SF	497 SF
	• STONE SF	196 SF	493 SF	785 SF	1,366 SF
5	SECONDARY MASONRY TOTALS (MIN. 20%)	314 SF	395 SF	875 SF	495 SF
	• STUCCO SF	314 SF	395 SF	875 SF	495 SF
	• EIFS SF				
	• DETAIL/ADDITIONAL				

R301





		NORTH	SOUTH	EAST	WEST
1	TOTAL FACADE SF	3,440 SF	3,430 SF	1,903 SF	2,068 SF
2	FACADE SF (EXCLUDING DOORS & WINDOWS)	3,198 SF	2,202 SF	1,403 SF	1,568 SF
3	DOORS & WINDOWS	242 SF	1,228SF	500 SF	500 SF
4	PRIMARY MASONRY TOTALS (MIN. 80%)	1,889 SF	1,746 SF	1,296 SF	1,310 SF
	• BRICK SF	670 SF	514 SF	451 SF	390 SF
	• STONE SF	1,219 SF	1,232 SF	845 SF	920 SF
5	SECONDARY MASONRY TOTALS (MIN. 20%)	1,309 SF	456 SF	107 SF	258 SF
	• STUCCO SF	1,309 SF	456 SF	107 SF	258 SF
	• EIFS SF				
	• DETAIL/ADDITIONAL				





R304

Timber Creek Medical Office Plaza

Parking Study

Prepared by: Robert J. Dollak, Jr., P.E. # 86898

Summary:

Timber Creek Medical Office Plaza is a 22.357-acre development located north of the Texas Health Presbyterian Flower Mound Hospital along the west side of FM 2499 at the intersection with West Windsor Drive. The site is planned to include retail, restaurant, and medical office uses. The Concept Plan is included in Exhibit "C" of this study.

Base Code Parking Requirements:

The table below represents the base parking required by the Town of Flower Mound Zoning Ordinance, Section 82-79 for the proposed development. In addition, the table also includes the allowed reductions from the base parking requirements.

Lot #	Use	Quantity (SF)	Town Code Parking Rate	# of Spaces Required	20% Reduction	# of Spaces Provided
1	Parking					318
2RA	Retail	14,500	1 per 250	58	47	36
2RB	Restaurant	2,800	1 per 75	38	31	40
3RA	Medical Office	60,000	1 per 250	240	192	191
3RB	Retail	12,585	1 per 250	51	41	231
	Restaurant	17,000	1 per 75	227	182	
		106,885		614	493	816

As illustrated in the table, the Town of Flower Mound requires 614 total parking spaces for this site. Per Town standards, a large development requires a 20% reduction of total parking spaces. Taking this reduction, lowers the minimum required number of required parking spaces to 493 spaces. With the allowed 20% increase, this puts the maximum number of required parking spaces at 737. However, with the recent expansion of the Hospital on the adjacent property to the south, 318 parking spaces on Lot 1 will be used by the Hospital staff, medical professionals, and patients.

Conclusion:

The proposed Concept Plan currently provides 816 spaces. Based on the different uses proposed within this development and the need for additional parking to serve the Hospital, 816 spaces is appropriate.



SCHEDULED	3/6/2017	Presentation	Placeholder: Citizen's Patrol 10 year anniversary recognition
		Consent	Consider approval of the minutes from a Joint Town Council/Environmental Conservation Commission work session held on February 16, 2017.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on February 20, 2017.
		Regular	Consider approval of a request (MISC17-0002 - Victory Retail Parking Deviation) for a deviation to the required parking spaces in excess of 20 percent as outlined in Section 82-73, Computing parking and loading requirements, of the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located north of Flower Mound Road and east of Morriss Road.
		Regular	Public Hearing to consider a request for a Master Plan Amendment (MPA17-0005 - Senior Housing Provisions) to amend Section 1, Land Use Plan, by adding provisions related to high quality retirement or active residential facilities designed for persons 55 years of age or older, and to consider adopting an ordinance providing for said amendment.
		Regular	PLACEHOLDER: Discussion regarding sidewalk/street lighting improvements
		Regular	Public Hearing to consider approval of a Master Plan for the public park located in the Canyon Falls development.
		Regular	Public Hearing to consider a request to amend the Master Plan (MPA16-0008 - Parks and Trails Plan) by removing and replacing Section 5.0, "Parks and Trails Plan," and adopting the 2017 Parks and Recreation Master Plan Update, and to consider adopting an ordinance providing for said amendments. (The Parks Board recommended approval of the proposed master plan update by a vote of 7-0 at its February 2, 2017, meeting. The Planning and Zoning Commission recommended approval of the proposed master plan update by a vote of 6-0, at its February 13, 2017, meeting.)
	3/20/2017	Consent	Heritage Park Phase IV Design Award.
		Consent	Waketon Road Drainage Study.
		Consent	Consider approval of the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2016.
		Consent	Western O&M Facility (Temporary Fire Station No. 6) Change Order 5 and Final Acceptance.

SCHEDULED	3/20/2017	Consent	Consider approval of the purchase of Horton C4500 Medic for the Fire and Emergency Services Department through the Texas Local Government Purchasing Cooperative Program; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	2016-17 CIP Amendment 4
	3/23/2017	Work Session	Joint work session with the Transportation Commission to discuss the Town's Thoroughfare Plan.
	4/3/2017	Consent	Long Prairie 12-Inch Water Line CO1 and Final Acceptance.
		Consent	Twin Coves Change Order 1.
		Consent	FM2499 12-Inch Water Line Ph III CO1 and Final Acceptance.
	4/17/2017	Presentation	Graduation Day - Flower Mound Citizens Academy - Class of 2017
		Consent	FM 2499 & FM 3040 Water Line Crossing Change Order 2 and Final Acceptance.
		Consent	Sagebrush Drive Change Order 5 and Final Acceptance.
		Consent	Lakeside Lift Station and Force Main Change Order 3 and Final Acceptance.
		Consent	FM 2499 / Gerault Drainage and Intersection Construction Award.
		Consent	FM 1171 @ FM 2499 Eastbound Right Turn Lane Construction Award.
		Consent	Oak Street Lift Station and Force Main Change Order No. 3 and Final Acceptance.
	4/20/2017	Work Session	Presentation and discussion regarding the Town requirements and process for Traffic Impact Analyses
	5/1/2017	Consent	Heritage Park Phase III Construction Award.
		Consent	2015 Street Reconstruction (Canterbury Lane & Superior Place)
		Regular	Bradford Park Development Agreement.
	5/15/2017	Consent	Heritage Park Phase III - Testing Award
		Consent	Shady Point Acres Water Main Replacement Construction Award.
		Regular	Placeholder: Canvass May 6, 2017 Election

SCHEDULED	6/5/2017	Consent	2016-17 CIP Amendment 5
	6/15/2017	Work Session	Presentation and discussion on the Town's floodplain standards
	6/19/2017	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, 2017; and authorization for the Mayor to execute same on behalf of the Town.
		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, 2017 and ending September 30, 2018, subject to renewal for an additional one-year term, and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Town Hall GMP
	8/7/2017	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 21, 2017, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 18, 2017, 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	Consider approval of an ordinance establishing the 2017 certified appraisal roll.
		Consent	Consider accepting the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2017, and ending September 30, 2018.
		Consent	Consider proposing a maximum tax rate of \$0.____ per \$100 valuation for the fiscal year beginning October 1, 2017, and ending September 30, 2018; and scheduling August 21, 2017, public hearings on the budget and tax rate, September 5, 2017, public hearing on the tax rate, and scheduling the September 18, 2017, 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 Crime Control and Prevention District to schedule a public hearing for August 21, 2017, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 18, 2017, 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	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, 2017, and ending September 30, 2018.

SCHEDULED	8/17/2017	Work Session	Hold a discussion and provide direction regarding the FY 2017-2018 Proposed Budget, including Community Support funding.
	8/21/2017	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, 2017, and ending on September 30, 2018.
		Regular	Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018.
		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, 2017, and ending on September 30, 2018.
		Regular	Public Hearing to consider a tax rate of \$0._____ per \$100 assessed valuation.
	9/5/2017	Regular	Public Hearing to consider a tax rate of \$0._____ per \$100 assessed valuation.
	9/18/2017	Regular	Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018, and making appropriations for each fund and department.
		Regular	Consider approval of an ordinance fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2017 and ending on September 30, 2018, 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, 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, 2017, and ending on September 30, 2018.
		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, 2017, and ending on September 30, 2018.
FUTURE		Presentation	Public Information Act and Open Records Request review and discussion.

FUTURE**Consent**

Fire Station #7 Design Award.

Regular

Consider approval of a request (MISC17-0002 - Victory Retail Parking Deviation) for a deviation to the required parking spaces in excess of 20 percent as outlined in Section 82-73, Computing parking and loading requirements, of the Code of Ordinances. The property is generally located north of Flower Mound Road and east of Morriss Road. (The Planning and Zoning Commission tabled this item by a vote of 5 to 1 at its January 23, 2017, meeting.)