

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

4/1/2019

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 Jody Smith Hall

A. CALL MEETING TO ORDER

B. INVOCATION

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

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

D. PRESENTATIONS

Recognition of the Flower Mound Citizens Academy - Class of 2019

E. PUBLIC COMMENT

To speak to Council during public comment, please fill out a [comment form](#).

- Turn in form by 6:10 p.m. to Town Secretary
- Speakers are limited to 3 minutes, a tone will sound at 30 seconds left and when time has expired
- Please state your name and address when speaking

The purpose of this item is to allow the public an opportunity to address the Town Council on issues that are not indicated as a "Public Hearing" on this agenda. Issues regarding daily operational or administrative matters should first be dealt with by calling Town Hall at 972-874-6000 during business hours.

F. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

G. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects
3. Legislative updates
4. Cellular coverage

H. FUTURE AGENDA ITEMS

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

Town Council Meeting Agenda

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I. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, April 15.
2. A joint work session with the Environmental Conservation Commission (ECC) is scheduled for Thursday, April 18.

J. CONSENT ITEMS

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

1. Minutes 3/18- Consider approval of the minutes from a regular meeting of the Town Council held on March 18, 2019.
2. Alternate Municipal Court Judge- Consider approval of an ordinance to reappoint Alternate Municipal Judge Stephanie Askew for the period of April 17, 2019, through April 16, 2021.
3. Position reclassification- Consider the authorization of new or reclassified position within the Planning Services Division.
4. CAFR 9/30/18- Consider approval of the Comprehensive Annual Financial Report for the fiscal year ending September 30, 2018.
5. Police Services-Lake Grapevine- Consider approval of the 2019 US Army Corps of Engineer (USACE) Solicitation No. W9126G19Q0023 for Contract with the Town of Flower Mound for law enforcement services at Lake Grapevine; and authorize the Mayor to execute same on behalf of the Town.
6. ROW Abandonment Cherokee Path- Consider approval of an ordinance vacating and abandoning approximately 139.7 feet by 30.4 feet (4,308 square feet) located at the southeast corner of a property addressed 206 Cherokee Path.
7. Sanitary Sewer Emergency Repair- Consider approval of emergency expenditures for the repair of the Hanover sanitary sewer main in the amount of \$63,259.24.
8. Central FS 1 Remodel - HVAC Install- Consider approval of Proposal # 19-204_REV3, Flower Mound Central Fire Station Phase II Remodel from Schneider Electric Buildings in the amount of \$33,045.00.
9. Storage Warehouse Testing Award- Consider approval of Professional Services Agreement with Braun Intertec for Construction Materials and Testing for the Flower Mound Storage Warehouse in the amount of \$20,036.00.

K. REGULAR ITEMS

10. ZPD - Lisanti Cell Tower- Public Hearing to consider a request for rezoning (ZPD18-0012 - Lisanti Cell Tower) to amend Planned Development-135 (PD-135) with Campus Industrial (CI) uses to allow development of a communication tower, to modify the development standards, and request certain modifications and exceptions to the Code of Ordinances as related to the subject property including reduction of required landscaping, and consider adopting an ordinance providing for said amendment. The property is generally located south of Spinks Road and east of Long Prairie Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its February 25, 2019, meeting.) (The Town Council moved to postpone this item on the

Town Council Meeting Agenda

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March 4, 2019, meeting, at the applicants request.) (The Planning and Zoning Commission recommended approval by a vote of 7 to 0 at its March 25, 2019, meeting.)

L. CLOSED MEETING

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

a. Consultation with Attorney.

1. All matters related to Cause No. 18-9622-431 EagleRidge Operating, LLC v. Town of Flower Mound and Cause No. DC-18-17756 Town of Flower Mound, Texas vs. EagleRidge Operating, LLC
2. Cause No. CV-2019-00241 Elaine Wells v. Town of Flower Mound et al.

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.

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

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 also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: March 29, 2019, at 8:30 a.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

The Flower Mound Town Hall and Jody Smith Hall 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: April 1, 2019

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on March 18, 2019.

BACKGROUND INFORMATION: The Town Council held a regular meeting on March 18, 2019.

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

DRAFT MOTION: Move to approve as presented in the agenda caption.

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 18, 2019**PAGE 1**

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 18TH DAY OF MARCH 2019, 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.

[Click here](#) for meeting video link (subject to change)

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

Steve Dixon	Mayor
Jason Webb	Mayor Pro Tem
Claudio Forest	Deputy Mayor Pro Tem
Sandeep Sharma	Councilmember Place 2
Kevin Bryant	Councilmember Place 3
Jim Engel	Councilmember Place 4

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
Lexin Murphy	Director of Planning Services
Tiffany Bruce	Executive Director of Public Works
John Habern	Parks, Trails and Landscape Specialist
Sue Ridnour	Director of Library Services

A. CALL REGULAR MEETING TO ORDER

Mayor Dixon 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 Dixon led the pledges.

D. PRESENTATIONS

1. Texas Municipal Library Directors Association (TMLDA) "Achievement of Library Excellence" Award

Mayor Dixon presented the Achievement of Library Excellence Award to Sue Ridnour, Director of Library Services. Ms. Ridnour provided background information about the work of the Library that led to the award.

E. PUBLIC COMMENT

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 (as written on the form)
1.	Jim Pierson, 3209 High Rd	CIP/ Item #14

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2.	Jeffrey Blasko, 1720 Milford Dr	TIRZ Funding
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F. ANNOUNCEMENTS

Mayor Pro Tem Webb announced that the opening of Heritage Park Phase IV is scheduled for March 30th.

G. TOWN MANAGER'S REPORT

Mr. Stathatos provided an update on the following projects:

1. Capital improvement projects:
 - Town Hall – staff from the Atrium have moved in and the contractor is completing punch list items
 - Fairway Drive closure
 - Tennis Center

and he responded to the following questions from Council:

- Is there anything new or pending that will be bringing sewer to the Cross Timbers District (based on a comment made via social media)
2. Economic Development projects:
 - New businesses coming soon
 - Tru Hotel progress
 3. Legislative updates:

Ms. Wallace provided a status update on some bills being circulated within the Texas legislature.

H. FUTURE AGENDA ITEMS

1. There were no future items requested.

I. COORDINATION OF CALENDARS

Mayor Dixon announced that the work session for Thursday, March 21 has been canceled and the next regular meeting is scheduled for Monday, April 1.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on March 4, 2019.
2. Consider authorization of the submission of the Town of Flower Mound Police Department Patrol Boat application for the 2020 DJ-Edward Byrne Memorial Justice Assistance Grant, acceptance of grant funds if awarded, agreeing to return all funds in the event of loss or misuse and designating the Town Manager as the grantee's authorized official.

RESOLUTION NO. 04-19

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS
AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR THE DJ-EDWARD
BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE BENEFIT OF THE TOWN**

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OF FLOWER MOUND FOR FISCAL YEAR 2020; ACCEPTING GRANT FUNDS IF AWARDED; AUTHORIZING THE TOWN MANAGER TO ACT ON BEHALF OF THE TOWN OF FLOWER MOUND AS THE GRANTEE'S OFFICIAL; AND PLEDGING THAT IF FUNDING IS AWARDED THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL GRANT REQUIREMENTS INCLUDING THE RETURN OF ALL FUNDING RECEIVED IN THE EVENT OF LOSS OR MISUSE OF THE FUNDS.

3. Consideration and approval of consent to allow Taylor, Olson, Adkins, Sralla & Elam LLP to act as an intermediary between the Town of Flower Mound and the Town of Northlake to draft an interlocal agreement for the Town of Flower Mound to conduct limited animal services for the Town of Northlake.
4. Consider approval to award Best Value Bid No 2019-42-A for Landscape Maintenance Program-Forest Vista/Lake Forest to Newroc Services at the unit prices bid, in the estimated annual amount of \$15,000.00; and authorize the Mayor to execute same on behalf of the Town.
5. *Item 5 was moved from Consent to Regular items.*
6. Consider approval of a Professional Services Agreement with Pacheco Koch Consulting Engineers, Inc. for the design phase services associated with the Bruton Orand Boulevard at FM 1171 Right Turn Lane project, in the amount of \$61,294.00; and authorization for the Mayor to execute same on behalf of the Town.
7. Consider approval of a Construction Agreement with 2L Construction, LLC., for the FM2499 at Lakeside Parkway Northbound Right-Turn Lane project, in the amount of \$348,143.25; and authorization for the Mayor to execute same on behalf of the Town.

Councilmember Bryant moved to approve by consent Items 1 – 4; 6 - 7, as presented in the agenda caption. Councilmember Sharma seconded the motion. Each item, as approved by consent, is restated above, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:*Motion passed***AYES: SHARMA, FOREST, WEBB, ENGEL, BRYANT****NAYS: NONE****K. REGULAR ITEMS**

5. Consider approval of Amendment No. 3 to the Fiscal Year 2018-2019 Capital Improvement Program (CIP).

Ms. Wallace provided background information regarding the CIP amendment, including the scope of work.

and she, or Ms. Bruce, responded to the following questions from Council:

- What caused the additional design cost
- Does the additional cost impact the Town's ability to pay down the debt

Councilmember Bryant moved to approve as presented in the agenda caption. Deputy Mayor Pro Tem Forest seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: BRYANT, ENGEL, WEBB, FOREST, SHARMA****NAYS: NONE**

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8. Public Hearing to consider a request for rezoning (ZPD19-0003 - Home Depot Silveron Addition) to amend Planned Development District-31 (PD-31) with Campus Commercial uses that is subject to Specific Use Permit 245 (SUP-245) to amend Specific Use Permit 245 (SUP-245) to allow for truck rental, trailer rental, and rental/sales of propane containers outdoors on site. The property is generally located east of Long Prairie Road and south of Lakeside Parkway. (The Planning and Zoning Commission recommended approval by a vote of 7 to 0 at its March 11, 2019, meeting.) (The Town Council did not hear this item on it's February 4, 2019, meeting as the applicant withdrew)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- Background information regarding the request
- General and detailed location
- Land use and zoning
- Current zoning
- Proposed amended plan
- Site photos
- Detailed location plan

and she, or Mr. Dalton, responded to the following questions from Council:

- Clarification that it is just the bottle exchange
- Would they be restricted to the types of trucks and four spots identified
- If the motion needs to be amended since the industrial canisters were added later
- What is the history regarding past concerns for propane containers
- Does the Town have additional facilities in Town with these containers
- What would be the process should they opt to have more trucks/trailers

Applicant Presentation

Janay Mommer, Lars Anderson & Associates (Consultant), 4694 W. Jacquelyn Ave, Fresno, CA

Ms. Mommer responded to the following questions from Council:

- What is the typical size of a parking spot at this Home Depot (particularly the length)
- Is there a restriction to the size of trucks or trailers
- Can someone return a truck rented from another city to the Flower Mound location

Mayor Dixon opened the Public Hearing at 6:30 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.*

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
Paul Stone, 4100 Broadway	None	Jeffrey Blasko, 1720 Milford

Mayor Dixon closed the Public Hearing at 6:39 p.m.

Councilmember Sharma moved to approve as presented in the agenda caption, and with the addition of a maximum truck or trailer length of 16 feet, and including the allowance of industrial canisters as discussed. Deputy Mayor Pro Tem Forest seconded the motion.

ORDINANCE NO. 07-19

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 22-02, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 31 (PD-31) WITH CAMPUS COMMERCIAL (CC) USES AND GRANTED SPECIFIC USE PERMIT NO. 245 (SUP-245) FOR A RETAIL SINGLE TENANT OVER 100,000 SQUARE FEET ON CERTAIN PROPERTY DESCRIBED AS LOT 2, BLOCK A, OF THE HOME DEPOT SILVERON ADDITION, AS AMENDED BY ORDINANCE NO. 33-04 AND ORDINANCE NO. 15-16, BY AMENDING THE MISCELLANEOUS STANDARDS FOR SUP-245 TO ALLOW FOR LIMITED TRUCK AND TRAILER RENTAL; AND RENTAL/SALES OF NATURAL GAS CONTAINERS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: SHARMA, FOREST, WEBB, ENGEL, BRYANT

NAYS: NONE

9. Public Hearing to consider a request to amend the Land Development Regulations (LDR19-0001 - Landscaping) by amending Chapter 82, Article V, Division 2, entitled "Landscaping," of the Town's Code of Ordinances to allow for the use of synthetic turf as a ground cover. (The Planning & Zoning Commission recommended denial by a vote of 4-3 at its March 11, 2019, meeting.)

Staff Presentation

Mr. Habern gave a presentation identifying or noting:

- Background information
- Proposed ordinance
- Criteria for synthetic turf installation
- Lisanti ground cover breakdown
- Lisanti synthetic turf (photo of site)
- How the synthetic turf would be limited to the Lakeside Business District

and he, or Mr. Dalton, responded to the following questions from Council, and some of which were as a result of the Public Hearing:

- What are the pros and cons with the synthetic turf option
- What is the benefit for the Town
- Why is the discussion and allowance consideration just for the Lakeside area
- What is the cost savings for the business for turf versus regular grass
- Will it be a problem for staff to make the call as to when the turf would need to be replaced
- How much demand is there in Lakeside should this get approved
- Is this item coming before Council because of the one company of Lisanti and their being out of compliance

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- Are the trucks going to be driving over the turf
- Is there a set point (i.e. years) where the turf must be replaced and would there be a benefit in setting a definitive date to eliminate objectivity (i.e. 15 or 25 years)
- Do you foresee other businesses within Lakeside making the same request
- How is “generally” interpreted for the text regarding not being seen from the roadway
- Clarification that if approved, anyone wanting to do this needs to come before Council for approval of the location and coverage amounts
- Would green concrete be a consideration instead of turf
- What is the environmental impact (i.e. what is released from the turf, critter movement)
- Why do some cities not allow the turf
- If Council did not approve the item, could Lisanti go to the Board of Adjustment

There was Council discussion regarding:

- How the use of this material allows Lisanti to maintain a sanitary environment because it minimizes animals and bugs from entering the property, which is important because it's a food service use
- How the criteria sets the standard and lends itself to bringing out a better quality product
- How Council needs to be open to the change as technology changes
- How staff will review initially and then there would be Council review and approval on a case by case basis
- Originally against what Lisanti was doing; however, later they proved why they needed it and that made a difference for a favorable decision
- How there is a huge expense to put in this material and for that reason it is unlikely there will be numerous request for it
- No problem with the use of artificial turf in limited areas such as the Lakeside Business District
- How action tonight does not open the door for an applicant any place outside of the Lakeside Business District/Campus Industrial to come forward
- How there is a water reuse project in the works within Lakeside
- Concerns regarding the code enforcement aspects in the future when the material starts to deteriorate in the long term

Mayor Dixon opened the Public Hearing at 7:07 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.*

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
None	None	Jim Pierson

Mayor Dixon closed the Public Hearing at 7:08 p.m.

Councilmember Bryant moved to approve as presented in the agenda caption. Deputy Mayor Pro Tem Forest seconded the motion.

ORDINANCE NO. 06-19

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING, DIVISION 2, "LANDSCAPING" OF ARTICLE V, "LANDSCAPING AND SCREENING" OF CHAPTER 82, "DEVELOPMENT STANDARDS" OF THE CODE OF ORDINANCES BY AMENDING SECTION 82-247, "AGGREGATE OR INORGANIC MATERIALS," TO ADD GUIDELINES RELATED TO THE USE OF SYNTHETIC TURF IN OUTDOOR RECREATION AND PLAY AREAS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:*Motion passed***AYES: BRYANT, ENGEL, WEBB, FOREST****NAYS: SHARMA**

10. Consider a request for a Site Plan (SP18-0018-Flower Mound Public Library) to expand the existing Town Library facility with a required parking deviation in excess of 20 percent per Section 82-73 of the Town's Code of Ordinances. The property is generally located east of Old Settlers Road between Broadmoor Lane and Peters Colony Road. (The Planning and Zoning Commission recommended approval by a vote of 5-2 at its March 11, 2019, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- Background information regarding the request
- General and detailed location
- Land use and zoning
- Site photos
- Site plan
- Landscape plan
- Elevations
- Renderings

and she, or Ms. Ridnour, responded to the following questions from Council:

- Is the parking considered over based on our current standards
- How frequently is the parking lot at capacity
- Does the new plan allow for a better drive up option to pick up patrons (i.e. students)

There was Council discussion regarding:

- How adding more parking is a good thing

Councilmember Sharma moved to approve as presented in the agenda caption. Councilmember Bryant seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: SHARMA, FOREST, WEBB, ENGEL, BRYANT****NAYS: NONE**

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 18, 2019**PAGE 8**

11. Consider approval of a Construction Agreement with Tiseo Paving Company for the Morriss Road and 20" Water Line Improvements project, in the amount of \$5,000,844.95; and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Ms. Bruce provided background information regarding the project, including the scope of work

and she responded to the following questions from Council:

- What is the project time frame
- Is it a best value or lowest bid award
- Will the predominance of the lane closures be done during the summer months when school is not in session
- How will the public be informed about the status of the project

Councilmember Bryant moved to approve as presented in the agenda caption. Deputy Mayor Pro Tem Forest seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: BRYANT, ENGEL, WEBB, FOREST, SHARMA****NAYS: NONE**

12. Consider approval of a Construction Agreement with Felix Construction Company for the Wastewater Treatment Plant Ultraviolet System Upgrade project, in the amount of \$2,065,700.00; and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Ms. Bruce provided background information and the scope of work involved for this project.

Councilmember Sharma moved to approve as presented in the agenda caption. Mayor Pro Tem Webb seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: SHARMA, FOREST, WEBB, ENGEL, BRYANT****NAYS: NONE**

13. Consider approval of a Construction Agreement with MSB Constructors, Inc., for the Flower Mound Storage Warehouse project, in the amount of \$1,395,000.00; and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Ms. Wallace provided background information and the scope of work for the project.

There was Council discussion regarding:

- How this and the previous item was already approved as part of the overall budget.

Councilmember Bryant moved to approve as presented in the agenda caption. Deputy Mayor Pro Tem Forest seconded the motion.

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VOTE ON MOTION:**AYES: BRYANT, ENGEL, WEBB, FOREST, SHARMA****NAYS: NONE***Motion passed*

14. Discuss and provide direction regarding rescinding the senior overlay district.

Staff Presentation

Mr. Stathatos provided background information regarding the item, and indicated this item was initiated by Council.

and he, or Mr. Dalton, responded to the following questions from Council:

- What is the maximum allowable number of units within the overlay
- Are there any additional senior projects in the pipeline
- What will change if the overlay is rescinded
- Does staff have an opinion regarding whether it makes sense to maintain or rescind it

There was Council discussion regarding:

- Whether there is a need for additional senior housing based on what has been approved to date
- How the overlay achieved its goal so no issues with rescinding it
- Let the overlay run its course for the one year remaining and maybe there could be one to come in that meets the desired “affordable” price point
- How the risk bar was lowered by having a “3” versus “4” vote
- How the overlay did achieve what was desired and there is a level of difficulty for a third one to come along – its simple economics
- Council would most likely approve another senior housing development if it was a good plan and it made sense

There was Council direction to rescind the current senior overlay district.

15. Public Hearing to consider a request for rezoning (ZPD18-0012 - Lisanti Cell Tower) to amend Planned Development-135 (PD-135) with Campus Industrial (CI) uses to allow development of a communication tower, to modify the development standards, and request certain modifications and exceptions to the Code of Ordinances as related to the subject property. The property is generally located south of Spinks Road and east of Long Prairie Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its February 25, 2019, meeting.)(The Town Council moved to postpone this item on the March 4, 2019, meeting, at the applicants request.)

Staff Presentation

Ms. Murphy provided background information regarding the project, and noted there have been changes by the applicant. She indicated that it is for this reason there is a requirement to have the item go back to the P & Z Commission.

Mr. Meredith indicated a public hearing is not needed given the original application is moot and there cannot be a public hearing on the revised application.

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Councilmember Bryant moved to remand the item back to the Planning and Zoning Commission on March 25, 2019. Deputy Mayor Pro Tem Forest seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: SHARMA, FOREST, WEBB, ENGEL, BRYANT****NAYS: NONE****L./M. CLOSED/OPEN MEETING**

The Town Council convened into a closed meeting at 7:58 p.m. on Monday, March 18, 2019, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, and 551.087 for consultation with attorney, and to discuss matters relating to real property, and economic development negotiations, and reconvened into an open meeting at 9:09 p.m. on Monday, March 18, 2019, to take action on the items as follows:

- a. Consultation with Attorney.

No action taken.

- b. 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.

Councilmember Sharma moved to grant authority to Town staff to submit a bid as discussed in closed session. Deputy Mayor Pro Tem Forest seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: SHARMA, FOREST, WEBB, BRYANT****NAYS: ENGEL**

- c. 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.

N. ADJOURN REGULAR MEETING

Mayor Dixon adjourned the meeting at 9:09 p.m. on Monday, March 18, 2019, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

STEVE DIXON, MAYOR**ATTEST:**

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: April 1, 2019

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of an ordinance to reappoint Alternate Municipal Judge Stephanie Askew for the period of April 17, 2019, through April 16, 2021.

BACKGROUND INFORMATION: Stephanie Askew was appointed to serve as Alternate Municipal Judge on April 17, 2017, and with a term expiration date of April 16, 2019. State law dictates a two-year term for both the main and alternate Municipal Judge. In addition, any action of the governing body regarding the appointment or reappointment must be done by ordinance. The attached ordinance renews her term for the period of April 17, 2019, through April 16, 2021.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:	Account Number(s):
As outlined in the following schedule:	100-650-56000-5110

Arraignments	\$100.00
Signing Documents	\$62.00
Full Court Dates (morning & afternoon dockets)	\$500.00
Half Court Dates (morning or afternoon docket only)	\$250.00
Blood Draw Warrants (personally reviewed or issued between 10:00 p.m. and 7:00 a.m., per warrant)	\$75.00
Faxed Warrants (personally reviewed or issued between 10:00 p.m. and 7:00 a.m., per warrant)	\$50.00
Attendance at Municipal Court quarterly meetings	\$100.00
Court Cancellation Fee (payable only when court has been scheduled, but cancelled less than twenty-four (24) hours prior to the scheduled docket)	\$100.00

Which has equaled \$27,480 for the period of Jan. 1, 2016 – Dec. 31, 2018.

Finance Review by: N/A

LEGAL REVIEW: Cara White, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS:

1. Draft Ordinance

DRAFT MOTION: Move to approve as presented in the agenda caption.

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS APPOINTING AN ALTERNATE JUDGE OF THE MUNICIPAL COURT OF RECORD IN THE TOWN OF FLOWER MOUND; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; 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 has created a municipal court of record pursuant to Chapter 30 of the Texas Government Code; and,

WHEREAS, Chapter 30, Section 30.00006, of the Texas Government Code relating to municipal courts of record provides that the governing body shall by ordinance appoint its municipal judges; and,

WHEREAS, pursuant to the section 4.04.1 of the Town Charter and section 26-51 of the Town's Code of Ordinances, the Town Council shall have the right and authority to name judges and/or alternate judges to preside over the judicial functions for the Flower Mound Municipal Court of Record;

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

SECTION 1

It is hereby found that the office of Alternate Municipal Judge of the Town of Flower Mound, Texas is of benefit to the State of Texas and to the Town of Flower Mound.

SECTION 2

Stephanie Askew is hereby appointed as Alternate Municipal Judge of the Town of Flower Mound Municipal Court of Record for a two-year term to begin on April 17, 2019, and to expire on April 16, 2021. At the expiration of said term, in accordance with Article 16, Section 17 of the Texas Constitution, Stephanie Askew shall continue to serve until the Alternate Judge's successor shall be duly qualified.

SECTION 3

Stephanie Askew shall perform those duties and responsibilities provided in Exhibit "A" attached hereto and incorporated herein.

SECTION 4

A. As compensation for all required services, the Town agrees to pay the Alternate Judge according to a flat rate per job duty according to the following schedule:

ORDINANCE NO. _____**PAGE 2**

Arraignments	\$100.00
Signing Documents	\$62.00
Full Court Dates (morning & afternoon dockets)	\$500.00
Half Court Dates (morning or afternoon docket only)	\$250.00
Blood Draw Warrants (personally reviewed or issued between 10:00 p.m. and 7:00 a.m., per warrant)	\$75.00
Faxed Warrants (personally reviewed or issued between 10:00 p.m. and 7:00 a.m., per warrant)	\$50.00
Attendance at Municipal Court quarterly meetings	\$100.00
Court Cancellation Fee (payable only when court has been scheduled, but cancelled less than twenty-four (24) hours prior to the scheduled docket)	\$100.00

B. In the event the Alternate Judge is required to testify at a court proceeding relative to the Alternate Judge's duties, the Alternate Judge shall be entitled to receive compensation at an amount of \$100.00 per half day of appearance in court, to be approved by the Town in advance of such testimony, when feasible.

C. The Alternate Judge shall send a bill to the Town once per month not later than the fifth day of each month. The bill shall indicate each date that the Alternate Judge performed a compensable duty outlined in above, the duty performed, and the applicable flat daily rate. The bill shall also provide a total invoiced amount for the month.

D. The Town shall pay the Alternate Judge once per month within twenty-one (21) days from the date the invoice is received by the Town unless the invoice is disputed by the Town, in which instance the Town may withhold the amount(s) of the disputed charges until such dispute is settled.

E. The Town understands and agrees that certain judicial training is mandated by the State of Texas for the Alternate Judge. Such training and expenses associated with such training, and payment therefor, shall be coordinated with the Town's Chief Financial Officer in advance of any such training. Alternate Judge will not be otherwise compensated for such training.

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.

ORDINANCE NO. _____

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SECTION 6

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 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 7

This Ordinance shall take effect and be in full force from and after the date of its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF ____ TO ____, ON THIS 1ST DAY OF APRIL, 2019.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

ORDINANCE NO. _____

PAGE 4

Exhibit "A"
Duties and Responsibilities
Alternate Judge, Town of Flower Mound

Duties.

- a. The Alternate Judge shall preside over the Flower Mound Municipal Court and perform all duties set forth below in accordance with the schedule promulgated by the Presiding Judge.
- b. The Alternate Judge shall perform the functions and duties specified in the applicable sections of the Town Charter and Town Ordinances, and shall perform such other legally permissible and proper duties and functions as the Town shall assign from time to time.
- b. The Alternate Judge shall perform all services and duties customarily performed by a judge of a municipal court in the State of Texas.
- c. The Alternate Judge is required to keep abreast of state law and local ordinances, including state-mandated fees for the Flower Mound Municipal Court. Although a recognized function of judicial discretion, the Alternate Judge shall endeavor to enforce the law consistently and within suggested state guidelines and pursuant to the Standing Orders, and shall be uniform and consistent in the implementation of judicial policy in accordance with State law and local ordinances. The Alternate Judge shall apply the law and enter judgments in accordance with State law and local ordinances, shall abide by all mandatory provisions of the law, and shall not create or apply exceptions where none exist under law. Judicial discretion shall only be applied where allowed under law.
- d. The Alternate Judge shall operate within the docket schedule prepared and coordinated by the Presiding Judge, the Court Administrator, the Municipal Court Prosecutor, the Town Attorney and the Town Manager, or designees thereof. The Alternate Judge shall timely perform all duties, including, but not limited to, the dockets set forth in the docket schedule.

Standing Orders.

- a. The Town Council desires uniformity and consistency in the implementation of judicial policy in accordance with state law and local ordinances. Therefore, the Alternate Judge shall utilize the "Bench Book" produced by the Texas Municipal Court Education Center.
- b. The Presiding Judge shall promulgate and maintain judicial policies and procedures for insertion into "Standing Orders" which addresses the daily administration of the municipal court and trial procedures, for matters such as dismissals, installment payments, deferred disposition, and continuances. The Standing Orders shall be signed by each judge appointed by the Town Council. Any changes to the Standing Orders must be in writing and acknowledged by the Alternate Judge. No policy

ORDINANCE NO. _____

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will be implemented by the clerks of the court prior to the same being in written form and executed by the Presiding Judge. Court clerks will not enforce oral policies.

- c. The Alternate Judge shall adhere to the Standing Orders.

On Call Procedures.

- a. A written schedule setting the assigned judges' duty report days shall be created and provided by the Presiding Judge to the Court and to the Police Department on a monthly basis no later than seven (7) days prior to the end of the previous month. Each day of the month shall have an assigned judge on duty for arraignments and on duty for the scheduled court sessions. Duty days for the assigned judge shall begin at 7:00 a.m. and continue for the next twenty-four (24) hours. Changes to the "On Call" status shall be made by agreement between the Presiding Judge and any alternate judges; any modification to the schedule shall be submitted to the Court and to the Police Department, in writing, including the effective date, seven (7) days (or within a reasonable amount of time) prior to any previously established schedule, excluding exigent circumstances. It is the responsibility of each judge to notify the Court and the Police Department of current telephone numbers and locations where the "On Call" judge may be reached while on duty if said number or locations are different from any such numbers or locations on file.
- b. When "On Call," the Alternate Judge must return calls within thirty (30) minutes.

Municipal Court Operations.

- a. The Presiding Judge and Court Administrator shall coordinate a specific date and time, two (2) days per week, to allow the Presiding Judge to review and execute all necessary court documents. This schedule shall be a permanent responsibility, which must be maintained other than for emergencies or upon advance notice. The Alternate Judge shall be available to sign documents when scheduled to do so by the Presiding Judge or in exigent circumstances when requested by the Court Administrator.
- b. Court shall commence promptly for scheduled docket times on designated court dates. The Alternate Judge shall make every effort to take the bench and convene court dockets at the designated docket time.

Arraignments.

- a. Jail arraignments shall be performed on a daily basis in accordance with the rules in the Standing Orders and all applicable state and federal laws. An officer or community services officer shall be made available for assisting with arraignments.

ORDINANCE NO. _____

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- b. All paperwork from jail arraignments must be properly completed. The Alternate Judge shall ensure that no judicially-inputted information is omitted on judgments, warrants and probable cause affidavits. Any documents prepared by Town staff that are not properly completed will be returned for correction by the Alternate Judge; however, this shall in no way be read to create a duty for the Alternate Judge to correct the document or to give legal advice to Town staff.
- c. The Alternate Judge shall be available when "On Call" to sign warrants, probable cause affidavits or emergency arraignments (such as for medical emergencies) at times other than as scheduled, or for times outside the normal business day of 8:00 a.m. to 5:00 p.m.
- d. The Alternate Judge shall be "On Call" according to the schedule promulgated by the Presiding Judge and when acting as a substitute for the Presiding Judge, unless alternate arrangements have been agreed upon twenty-four hours prior to the changed date and time.
- e. Every effort shall be made by the Alternate Judge to give at least thirty (30) minutes' notice to police personnel (either by contacting the CSO on duty or the main Flower Mound Police Department telephone number) prior to arrival on Town premises to conduct arraignments.



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: April 1, 2019

FROM: Tommy Dalton, Assistant Town Manager

ITEM: Consider the authorization of new or reclassified position within the Planning Services Division.

BACKGROUND INFORMATION: A staffing analysis was conducted for the Planning Services Division by the Director of Planning Services due to personnel changes and/or vacancies. The analysis found that the Division was understaffed in the functional area of comprehensive or long range planning.

The Planning Services Division's main function is to process development applications that are part of the ongoing development process. These activities, such as zoning, platting, and site plan review, are commonly referred to as "current planning" in the planning profession. Many municipalities' planning groups also perform a separate "comprehensive planning" function that deals with such items as master planning, population projection, code review, and research and analysis.

A reclassification of the Planning Technician II position to an entry level Comprehensive Planner is being requested with this item. It is the Director's finding that a Comprehensive Planner (based on the proposed job description) will better fit the needs of the community and the Planning Services Division. Currently, the comprehensive planning function is done on an ad-hoc basis by existing staff in multiple departments. However, requests for comprehensive planning work have increased over the past four years, and the trend is accelerating. The ability to provide data and analysis to the Town Council, Planning and Zoning Commission, and public is a top priority, but the performance of this work can be both time-consuming and complex. Having a skilled staff member who focuses full-time on this responsibility will not only allow for more thorough analyses and concentration of effort, but also acknowledge the important role that comprehensive planning plays in the future of the Town. And by reassigning the comprehensive functions from the current planning staff, this position will free up time for each group to focus on their respective areas.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: Anticipated savings due to staff vacancies \$(7,995)

Proposed Expenditure/(Revenue):	Account Number(s):
\$ (7,995.00)	100-620-22000-1010

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

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

DRAFT MOTION: Move to approve as presented in the agenda caption.



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: April 1, 2019

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: **Consider approval of the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2018.**

BACKGROUND INFORMATION: Article III, Section 3.13 of the Town Charter requires that an annual independent audit be performed of “the books and accounts of each and every department of the Town.” The Town has complied with this requirement, and in the opinion of the auditing firm of Pattillo, Brown & Hill, L.L.P., the basic financial statements contained within the CAFR present fairly, in all material respects, the financial position of the Town as of September 30, 2018.

Copies of the Town of Flower Mound’s CAFR for the fiscal year ended September 30, 2018, were distributed prior to this meeting, and copies of the reports were placed in the Library for review by the public. There were no significant deficiencies or material weaknesses found during the audit.

The Town Council has adopted financial policies to guide and set goals for the financial administration of the Town. The following table displays the Town’s financial policy results for fiscal year 2013-2014 through fiscal year 2017-2018.

<u>Financial Goals</u>	<u>Goal</u>		<u>09/30/2014</u>	<u>09/30/2015</u>	<u>09/30/2016</u>	<u>09/30/2017</u>	<u>09/30/2018</u>
General Fund unassigned fund balance	At/Above	20.00%	34.95%	32.69%	28.11%	28.15%	29.93%
Water & Wastewater capital reserve at 60 days maintained	At/Above	16.70%	22.98%	24.45%	24.20%	21.68%	23.58%
Debt Service fund balance	At/Above	4.00%	8.04%	6.21%	9.46%	11.04%	10.38%
Ratio of net debt to AV	At/Below	1.75%	0.92%	0.86%	0.76%	0.88%	0.87%
Ratio of debt service fund expenditures to total general & debt service funds	At/Below	20.00%	16.74%	18.38%	14.18%	13.80%	16.90%
VERF funding maintained at 85% funding level or higher	At/Above	85.00%	91.40%	92.87%	91.50%	91.47%	92.87%

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

DRAFT MOTION: Move to approve as presented in the agenda caption.



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: April 1, 2019

FROM: Andy Kancel, Chief of Police *AK*

ITEM: Consider approval of the 2019 US Army Corps of Engineer (USACE) Solicitation No. W9126G19Q0023 for Contract with the Town of Flower Mound for law enforcement services at Lake Grapevine and authorize the Mayor to execute same on behalf of the Town.

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. All expenses are reimbursed by USACE.

The USACE Cooperative Agreement this year includes:

Period Covered	Weekend Hours	Holidays	Total Hours
Friday, May 10, 2019 through Sunday, September 8, 2019	• 8 hours on Fridays (1500-2330) • 10 hours on Saturdays (1300-2330) • 8 hours on Sundays (1500-2330)	• Memorial Day • July 4th • Labor Day	498

The USACE will reimburse the Flower Mound Police Department a total contract price of \$40,970.46, which is \$82.27 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

LEGAL REVIEW: George Staples of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the contract as to form and legality.

ATTACHMENTS:

1. 2019 USACE Solicitation for Contract
2. 2019 USACE Contract Cost Proposal
3. 2019 USACE Cover Letter-B3 RFQ

DRAFT MOTION: Move to approve as presented in the agenda caption.

W9126G19Q0023

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 52	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G19Q0023	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SUPHAKIT AREEYAT				b. TELEPHONE NUMBER (No Collect Calls) 817-886-1025	
6. SOLICITATION ISSUE DATE 21-Feb-2019		8. OFFER DUE DATE/LOCAL TIME 10:00 AM 05 Apr 2019					
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 ☐ ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ EDWOSB NAICS: 922120 SIZE STANDARD: 8(A)			
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 LAKE OFFICE USAED, FORT WORTH 110 FAIRWAY DRIVE GRAPEVINE TX 76051-3495 TEL: 817-865-2600 FAX: 817-865-2601		CODE M2R0J20		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE				18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.							
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		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 0 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 Steve Dixon, Mayor		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

W9126G19Q0023

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 52	
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 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

W9126G19Q0023

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Funded Amt:				NAICS CD: 922120 , FSC CD: R499
	FY19 CILE Flower Mound FY19 Contract for Increased Law Enforcement (CILE) at Grapevine Lake lying within Flower Mound for the purposes of enforcement of State and local criminal and civil laws. 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. Only a warranted Contracting Officer (either a Procuring Contracting Officer (PCO) or an Administrative Contracting Officer (ACO)), acting within their appointed limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract, you shall not proceed with the change and shall immediately notify the Contracting Officer. Proceeding with any work not authorized by the Contracting Officer will be at the Contractor's own risk.				

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 10-MAY-2019 TO 08-SEP-2019	N/A	GRAPEVINE LAKE OFFICE USAED, FORT WORTH 110 FAIRWAY DRIVE GRAPEVINE TX 76051-3495 817-865-2600 FOB: Destination	M2R0J20

W9126G19Q0023

BID SHEET

**CONTRACT FOR INCREASED LAW ENFORCEMENT SERVICES
GRAPEVINE LAKE 2019
FLOWER MOUND POLICE DEPARTMENT**

COST PROPOSALLABOR COST:

Salary Analysis for 2019 lake patrol based on average overtime rates of all patrolmen and sergeants projected to perform work on this contract, 498 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	\$ _____

W9126G19Q0023

CONTRACT SUMMARY:

Labor Cost per Man-Hour	\$ _____
Vehicle Cost per Hour	\$ _____
Misc Cost per Hour	\$ _____
TOTAL COST/HOUR	\$ _____
X Total Hours	x 498
TOTAL CONTRACT PRICE	\$ _____

PWS**PERFORMANCE WORK STATEMENT (PWS)**

**Increased Law Enforcement Services, Town of Flower Mound
Grapevine Lake
2019**

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, Knob Hills Trailhead Access and other Federal properties operated and maintained by the Corps of Engineers (Corps) within Denton County. 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, Cross Timbers Trailhead Access or any other areas on Corps property currently administered, operated or maintained by the Town of Flower Mound.

W9126G19Q0023

1.3 Period of Performance: Contractor shall provide described services on certain days of the week from 10 May through 8 September, 2019, for a total of 498 patrol hours, further specified in Appendices A,B, and C to this PWS. Effective start date is 10 May 2019 **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 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

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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 Manger, 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.

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

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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.

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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.

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TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Forma t</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

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PERFORMANCE WORK STATEMENT

APPENDIX A

PATROL SCHEDULE

2019

DAY OF WEEK	TIME	HOURS	VEHICLES	OFFICERS
FRIDAY	1500-2330	8	1	1
SATURDAY	1300-2330	10	1	1
SUNDAY	1500-2330	8	1	1
Holidays:				
MAY 27th	1130-2200	10	1	1
Memorial Day				
JULY 4 th	1330-2400	10	1	1
Independence Day				
SEPTEMBER 2rd	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 10 May, 2019, **or after the contractor has been notified by the Contracting Officer, Fort Worth District, that the contract has been executed; whichever is later**, with patrols made on consecutive weekends, (Fridays, Saturdays and Sundays) through 8 September, 2019 to complete the agreement. Only holidays within this contract will be included in this agreement.

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PERFORMANCE WORK STATEMENT
APPENDIX B
2019
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	18	144
Memorial Day 27 May	10	1	10
Independence Day 4 July	10	1	10
Labor Day 2 Sept	10	1	10
Grand Total			498

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Month	Friday Hours	Saturday Hours	Sunday Hours	Holiday Hours	Total
Base	8	10	8	10	
May	32	30	24	10	96
June	32	50	40	0	122
July	32	40	32	10	114
August	40	50	32	0	122
September	8	10	16	10	44
				Total Hours	498

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PERFORMANCE WORK STATEMENT**APPENDIX C****2019****SCHEDULE OF DAYS WORKED BY MONTH**

57 Days total

MAY: 10-12, 17-19, 24-27 (Includes Memorial Holiday), & 31 = **11 days****JUNE:** 1-2, 7-9, 14-16, 21-23, 28-30 = **14 days****JULY:** 4-7 (Includes Independence Day), 12-14, 19-21, 26-28 = **13 days****AUGUST:** 2-4, 9-11, 16-18, 23-25, 30-31 = **14days****SEPTEMBER:** 1-2 (includes Labor Day), 6-8 = **5 days**

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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					
Public 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: _____

QASP

QUALITY ASSURANCE SURVEILLANCE PLAN

**Contract for Increased Law Enforcement Services,
Grapevine Lake
2019
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

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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.

CLAUSES INCORPORATED BY REFERENCE

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
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.	DEC 2014
52.204-22	Alternative Line Item Proposal	JAN 2017
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1	Instructions to Offerors--Commercial Items	OCT 2018
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
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
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
252.204-7008	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

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 2018)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision --

“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.

"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).

“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;

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(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.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“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.

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(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.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term

“successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“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 stock of which 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 its stock is owned by one or more women; or

(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

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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 in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations 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), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.

[Offeror to identify the applicable paragraphs at (c) through (u) 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 will 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.

(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

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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.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(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.

(d) Certifications and 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 either to the Equal Opportunity clause of this solicitation, the and

(ii) It (____) has, (____) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

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(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 Subparts 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."

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(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) of 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 Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. 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.

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[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). 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 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 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.)

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(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:

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(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 products.*

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.*]

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[____] (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.

(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;

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(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 SAM 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;

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- (____) 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. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It 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 e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications*. 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

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Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(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 section 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 and 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

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(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).

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked ``does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

____ .

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(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2018)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

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___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (NOV 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (JAN 2011) of 52.219-4.

___ (13) [Reserved]

X (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

___ (ii) Alternate I (NOV 2011).

___ (iii) Alternate II (NOV 2011).

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Nov 2016) of 52.219-9.

____ (iii) Alternate II (Nov 2016) of 52.219-9.

____ (iv) Alternate III (Nov 2016) of 52.219-9.

____ (v) Alternate IV (Aug 2018) of 52.219-9.

____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

____ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

X (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

____ (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

____ (ii) Alternate I (Feb 1999) of 52.222-26.

____ (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015)(38 U.S.C. 4212).

____ (ii) Alternate I (July 2014) of 52.222-35.

X (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

____ (ii) Alternate I (July 2014) of 52.222-36.

____ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

____ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

____ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

____ (38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (39)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (41)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (43) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

____ (44) 52.223-21, Foams (June, 2016) (E.O. 13693).

X (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (48) 52.225-5, Trade Agreements (AUG 2018) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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X (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

____ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

____ (60)(i) 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).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

____ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

X (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

X (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (6) 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).

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_____ (7) 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).

x (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

_____ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

X (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) 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.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

- (viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (xi) 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.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiii) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- _____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 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.)
- (xv) 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)
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xviii) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 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.
- (xxii) 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--

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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:

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The Contractor represents that it () is, (X) is not a small business concern under NAICS Code **922120-** assigned to contract number.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

Police Officer, GS-7 \$20.04-\$7.21

(End of clause)

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):

Federal Acquisition Regulation (FAR):

<http://farsite.hill.af.mil/vffara.htm>

Department of Defense FAR Supplement (DFARS):

<http://farsite.hill.af.mil/VFDFARA.HTM>

(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):

Federal Acquisition Regulation (FAR):

<http://farsite.hill.af.mil/vffara.htm>

Department of Defense FAR Supplement (DFARS):

<http://farsite.hill.af.mil/VFDFARA.HTM>

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(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 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

WAGE DETERMINATION

WD 15-5231 (Rev.-11) was first posted on www.wdol.gov on 01/01/2019

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2015-5231
Director	Wage Determinations		Revision No.: 11
			Date Of Revision: 12/26/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Johnson, Parker, Tarrant, Wise

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Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.60
01012 - Accounting Clerk II		16.39
01013 - Accounting Clerk III		18.33
01020 - Administrative Assistant		27.20
01035 - Court Reporter		20.92
01041 - Customer Service Representative I		12.23
01042 - Customer Service Representative II		13.75
01043 - Customer Service Representative III		15.01
01051 - Data Entry Operator I		13.20
01052 - Data Entry Operator II		14.41
01060 - Dispatcher, Motor Vehicle		21.20
01070 - Document Preparation Clerk		15.33
01090 - Duplicating Machine Operator		15.33
01111 - General Clerk I		13.05
01112 - General Clerk II		14.23
01113 - General Clerk III		16.16
01120 - Housing Referral Assistant		21.60
01141 - Messenger Courier		15.56
01191 - Order Clerk I		15.73
01192 - Order Clerk II		17.16
01261 - Personnel Assistant (Employment) I		16.75
01262 - Personnel Assistant (Employment) II		18.73
01263 - Personnel Assistant (Employment) III		20.88
01270 - Production Control Clerk		22.21
01290 - Rental Clerk		15.30
01300 - Scheduler, Maintenance		17.32
01311 - Secretary I		17.32
01312 - Secretary II		19.38
01313 - Secretary III		21.60
01320 - Service Order Dispatcher		18.82
01410 - Supply Technician		27.20
01420 - Survey Worker		17.74
01460 - Switchboard Operator/Receptionist		13.60
01531 - Travel Clerk I		14.38
01532 - Travel Clerk II		15.44
01533 - Travel Clerk III		16.57
01611 - Word Processor I		15.33
01612 - Word Processor II		17.20
01613 - Word Processor III		19.24
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.31
05010 - Automotive Electrician		21.81
05040 - Automotive Glass Installer		21.40
05070 - Automotive Worker		21.93
05110 - Mobile Equipment Servicer		17.68
05130 - Motor Equipment Metal Mechanic		22.99
05160 - Motor Equipment Metal Worker		21.40
05190 - Motor Vehicle Mechanic		22.99
05220 - Motor Vehicle Mechanic Helper		17.15
05250 - Motor Vehicle Upholstery Worker		20.43
05280 - Motor Vehicle Wrecker		20.70
05310 - Painter, Automotive		21.40
05340 - Radiator Repair Specialist		20.70
05370 - Tire Repairer		14.14
05400 - Transmission Repair Specialist		22.99
07000 - Food Preparation And Service Occupations		
07010 - Baker		12.29
07041 - Cook I		12.69
07042 - Cook II		14.57

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07070 - Dishwasher	10.04
07130 - Food Service Worker	10.50
07210 - Meat Cutter	13.63
07260 - Waiter/Waitress	9.21
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.52
09040 - Furniture Handler	11.79
09080 - Furniture Refinisher	14.91
09090 - Furniture Refinisher Helper	11.79
09110 - Furniture Repairer, Minor	13.18
09130 - Upholsterer	16.90
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.82
11060 - Elevator Operator	11.46
11090 - Gardener	16.29
11122 - Housekeeping Aide	11.46
11150 - Janitor	11.46
11210 - Laborer, Grounds Maintenance	12.12
11240 - Maid or Houseman	9.93
11260 - Pruner	11.58
11270 - Tractor Operator	14.90
11330 - Trail Maintenance Worker	12.12
11360 - Window Cleaner	12.97
12000 - Health Occupations	
12010 - Ambulance Driver	18.03
12011 - Breath Alcohol Technician	20.76
12012 - Certified Occupational Therapist Assistant	38.09
12015 - Certified Physical Therapist Assistant	33.10
12020 - Dental Assistant	19.08
12025 - Dental Hygienist	36.44
12030 - EKG Technician	29.97
12035 - Electroneurodiagnostic Technologist	29.97
12040 - Emergency Medical Technician	18.03
12071 - Licensed Practical Nurse I	18.56
12072 - Licensed Practical Nurse II	20.76
12073 - Licensed Practical Nurse III	23.15
12100 - Medical Assistant	15.49
12130 - Medical Laboratory Technician	21.14
12160 - Medical Record Clerk	16.63
12190 - Medical Record Technician	18.60
12195 - Medical Transcriptionist	20.16
12210 - Nuclear Medicine Technologist	42.21
12221 - Nursing Assistant I	12.02
12222 - Nursing Assistant II	13.52
12223 - Nursing Assistant III	14.75
12224 - Nursing Assistant IV	16.56
12235 - Optical Dispenser	16.79
12236 - Optical Technician	16.21
12250 - Pharmacy Technician	15.66
12280 - Phlebotomist	14.74
12305 - Radiologic Technologist	29.62
12311 - Registered Nurse I	25.82
12312 - Registered Nurse II	31.58
12313 - Registered Nurse II, Specialist	31.58
12314 - Registered Nurse III	38.19
12315 - Registered Nurse III, Anesthetist	38.19
12316 - Registered Nurse IV	45.78
12317 - Scheduler (Drug and Alcohol Testing)	25.72
12320 - Substance Abuse Treatment Counselor	19.30
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.93
13012 - Exhibits Specialist II	25.93

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13013 - Exhibits Specialist III	31.72
13041 - Illustrator I	24.95
13042 - Illustrator II	30.91
13043 - Illustrator III	37.82
13047 - Librarian	31.56
13050 - Library Aide/Clerk	14.33
13054 - Library Information Technology Systems Administrator	27.42
13058 - Library Technician	15.98
13061 - Media Specialist I	19.78
13062 - Media Specialist II	22.13
13063 - Media Specialist III	24.67
13071 - Photographer I	16.50
13072 - Photographer II	18.46
13073 - Photographer III	22.87
13074 - Photographer IV	27.97
13075 - Photographer V	33.85
13090 - Technical Order Library Clerk	16.30
13110 - Video Teleconference Technician	21.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.10
14042 - Computer Operator II	18.01
14043 - Computer Operator III	21.23
14044 - Computer Operator IV	24.67
14045 - Computer Operator V	27.62
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.10
14160 - Personal Computer Support Technician	24.67
14170 - System Support Specialist	33.73
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.04
15020 - Aircrew Training Devices Instructor (Rated)	42.54
15030 - Air Crew Training Devices Instructor (Pilot)	50.81
15050 - Computer Based Training Specialist / Instructor	35.04
15060 - Educational Technologist	32.43
15070 - Flight Instructor (Pilot)	50.81
15080 - Graphic Artist	22.71
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	43.45
15086 - Maintenance Test Pilot, Rotary Wing	43.45
15088 - Non-Maintenance Test/Co-Pilot	43.45
15090 - Technical Instructor	22.94
15095 - Technical Instructor/Course Developer	28.06
15110 - Test Proctor	18.52
15120 - Tutor	18.52
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.00
16030 - Counter Attendant	10.00
16040 - Dry Cleaner	12.61
16070 - Finisher, Flatwork, Machine	10.00
16090 - Presser, Hand	10.00
16110 - Presser, Machine, Drycleaning	10.00
16130 - Presser, Machine, Shirts	10.00
16160 - Presser, Machine, Wearing Apparel, Laundry	10.00
16190 - Sewing Machine Operator	13.21
16220 - Tailor	13.98
16250 - Washer, Machine	10.88

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19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	25.17
19040 - Tool And Die Maker	30.45
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.03
21030 - Material Coordinator	21.40
21040 - Material Expediter	21.40
21050 - Material Handling Laborer	12.80
21071 - Order Filler	13.57
21080 - Production Line Worker (Food Processing)	15.03
21110 - Shipping Packer	14.62
21130 - Shipping/Receiving Clerk	14.62
21140 - Store Worker I	11.89
21150 - Stock Clerk	17.24
21210 - Tools And Parts Attendant	15.03
21410 - Warehouse Specialist	15.03
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	31.24
23019 - Aircraft Logs and Records Technician	25.39
23021 - Aircraft Mechanic I	29.81
23022 - Aircraft Mechanic II	31.24
23023 - Aircraft Mechanic III	32.70
23040 - Aircraft Mechanic Helper	21.37
23050 - Aircraft, Painter	28.28
23060 - Aircraft Servicer	25.39
23070 - Aircraft Survival Flight Equipment Technician	28.28
23080 - Aircraft Worker	26.83
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.83
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	29.81
23110 - Appliance Mechanic	17.74
23120 - Bicycle Repairer	16.68
23125 - Cable Splicer	28.78
23130 - Carpenter, Maintenance	17.79
23140 - Carpet Layer	18.56
23160 - Electrician, Maintenance	20.94
23181 - Electronics Technician Maintenance I	25.82
23182 - Electronics Technician Maintenance II	27.21
23183 - Electronics Technician Maintenance III	28.68
23260 - Fabric Worker	19.22
23290 - Fire Alarm System Mechanic	21.05
23310 - Fire Extinguisher Repairer	17.69
23311 - Fuel Distribution System Mechanic	21.21
23312 - Fuel Distribution System Operator	17.02
23370 - General Maintenance Worker	18.25
23380 - Ground Support Equipment Mechanic	29.81
23381 - Ground Support Equipment Servicer	25.39
23382 - Ground Support Equipment Worker	26.83
23391 - Gunsmith I	17.69
23392 - Gunsmith II	20.31
23393 - Gunsmith III	22.56
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.05
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	22.05
23430 - Heavy Equipment Mechanic	24.52
23440 - Heavy Equipment Operator	18.22
23460 - Instrument Mechanic	25.13
23465 - Laboratory/Shelter Mechanic	21.41
23470 - Laborer	12.10
23510 - Locksmith	21.23

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23530 - Machinery Maintenance Mechanic	23.15
23550 - Machinist, Maintenance	19.69
23580 - Maintenance Trades Helper	15.09
23591 - Metrology Technician I	25.13
23592 - Metrology Technician II	26.33
23593 - Metrology Technician III	27.57
23640 - Millwright	26.43
23710 - Office Appliance Repairer	18.30
23760 - Painter, Maintenance	16.45
23790 - Pipefitter, Maintenance	24.05
23810 - Plumber, Maintenance	22.82
23820 - Pneudraulic Systems Mechanic	22.56
23850 - Rigger	23.30
23870 - Scale Mechanic	20.31
23890 - Sheet-Metal Worker, Maintenance	18.28
23910 - Small Engine Mechanic	18.08
23931 - Telecommunications Mechanic I	23.32
23932 - Telecommunications Mechanic II	24.44
23950 - Telephone Lineman	30.45
23960 - Welder, Combination, Maintenance	17.91
23965 - Well Driller	20.65
23970 - Woodcraft Worker	22.56
23980 - Woodworker	17.69
24000 - Personal Needs Occupations	
24550 - Case Manager	15.50
24570 - Child Care Attendant	10.73
24580 - Child Care Center Clerk	13.39
24610 - Chore Aide	9.46
24620 - Family Readiness And Support Services Coordinator	15.50
24630 - Homemaker	17.73
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.15
25040 - Sewage Plant Operator	18.70
25070 - Stationary Engineer	30.15
25190 - Ventilation Equipment Tender	21.29
25210 - Water Treatment Plant Operator	18.70
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.74
27007 - Baggage Inspector	14.10
27008 - Corrections Officer	19.21
27010 - Court Security Officer	25.11
27030 - Detection Dog Handler	16.92
27040 - Detention Officer	21.13
27070 - Firefighter	30.69
27101 - Guard I	14.10
27102 - Guard II	16.92
27131 - Police Officer I	30.96
27132 - Police Officer II	34.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.66
28042 - Carnival Equipment Repairer	14.94
28043 - Carnival Worker	9.82
28210 - Gate Attendant/Gate Tender	14.18
28310 - Lifeguard	11.19
28350 - Park Attendant (Aide)	15.86
28510 - Recreation Aide/Health Facility Attendant	11.57
28515 - Recreation Specialist	19.23
28630 - Sports Official	12.63
28690 - Swimming Pool Operator	18.88
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.45

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29020 - Hatch Tender	26.45
29030 - Line Handler	26.45
29041 - Stevedore I	24.12
29042 - Stevedore II	26.88
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	40.80
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.14
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.99
30021 - Archeological Technician I	20.07
30022 - Archeological Technician II	22.40
30023 - Archeological Technician III	27.75
30030 - Cartographic Technician	27.75
30040 - Civil Engineering Technician	24.64
30051 - Cryogenic Technician I	28.44
30052 - Cryogenic Technician II	31.41
30061 - Drafter/CAD Operator I	20.07
30062 - Drafter/CAD Operator II	22.40
30063 - Drafter/CAD Operator III	24.97
30064 - Drafter/CAD Operator IV	30.73
30081 - Engineering Technician I	17.56
30082 - Engineering Technician II	19.70
30083 - Engineering Technician III	22.03
30084 - Engineering Technician IV	27.30
30085 - Engineering Technician V	33.40
30086 - Engineering Technician VI	40.41
30090 - Environmental Technician	24.73
30095 - Evidence Control Specialist	25.68
30210 - Laboratory Technician	21.60
30221 - Latent Fingerprint Technician I	24.74
30222 - Latent Fingerprint Technician II	27.32
30240 - Mathematical Technician	27.75
30361 - Paralegal/Legal Assistant I	20.25
30362 - Paralegal/Legal Assistant II	25.08
30363 - Paralegal/Legal Assistant III	30.68
30364 - Paralegal/Legal Assistant IV	37.12
30375 - Petroleum Supply Specialist	31.41
30390 - Photo-Optics Technician	27.75
30395 - Radiation Control Technician	31.41
30461 - Technical Writer I	25.09
30462 - Technical Writer II	30.68
30463 - Technical Writer III	37.13
30491 - Unexploded Ordnance (UXO) Technician I	25.93
30492 - Unexploded Ordnance (UXO) Technician II	31.37
30493 - Unexploded Ordnance (UXO) Technician III	37.61
30494 - Unexploded (UXO) Safety Escort	25.93
30495 - Unexploded (UXO) Sweep Personnel	25.93
30501 - Weather Forecaster I	28.44
30502 - Weather Forecaster II	34.59
30620 - Weather Observer, Combined Upper Air Or (see 2)	24.97
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.68
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.37
31020 - Bus Aide	12.32
31030 - Bus Driver	18.01
31043 - Driver Courier	16.55
31260 - Parking and Lot Attendant	10.63
31290 - Shuttle Bus Driver	18.09
31310 - Taxi Driver	11.68
31361 - Truckdriver, Light	18.09
31362 - Truckdriver, Medium	20.50
31363 - Truckdriver, Heavy	21.04

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31364 - Truckdriver, Tractor-Trailer	21.04
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.30
99030 - Cashier	9.76
99050 - Desk Clerk	11.75
99095 - Embalmer	24.25
99130 - Flight Follower	25.93
99251 - Laboratory Animal Caretaker I	10.94
99252 - Laboratory Animal Caretaker II	11.96
99260 - Marketing Analyst	31.28
99310 - Mortician	24.25
99410 - Pest Controller	19.79
99510 - Photofinishing Worker	13.86
99710 - Recycling Laborer	18.69
99711 - Recycling Specialist	22.84
99730 - Refuse Collector	16.52
99810 - Sales Clerk	13.65
99820 - School Crossing Guard	10.06
99830 - Survey Party Chief	28.67
99831 - Surveying Aide	16.63
99832 - Surveying Technician	20.93
99840 - Vending Machine Attendant	14.09
99841 - Vending Machine Repairer	17.17
99842 - Vending Machine Repairer Helper	14.05

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther

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King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading

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and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested

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parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

**CONTRACT FOR INCREASED LAW ENFORCEMENT SERVICES,
GRAPEVINE LAKE, 2019
FLOWER MOUND POLICE DEPARTMENT**

COST PROPOSAL

LABOR COST:

Salary Analysis for 2019 lake patrol based on average overtime rates of all patrol officers, sergeants and lieutenants projected to perform work on this contract, 498 hours

Average Overtime Rate			Per Hour
Salary:	\$58.76	avg. hourly	\$58.76
FICA:	7.65%		\$4.50
Retirement:	10.80%		\$6.35
Health Ins. Avg. Cost:	\$ 16,262.75		\$7.82
Worker's Comp:	1.01%		\$0.59
Supp. Death:	\$ 0.025	per \$1,000	\$0.00
LTD:	\$ 0.16	per \$100	\$0.09
Total Labor Cost per Overtime Hour			\$ 78.11

Total Number of Contract Hours: 498

TOTAL Labor Cost for Contract \$ 38,898.78

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:	3570 miles	
2019 IRS reimbursement rate	\$0.580 per mile	\$ 2,070.60
TOTAL Vehicle Cost for Contract		<u>\$ 2,070.60</u>

MISCELLANEOUS COST:

Administration/Overhead per hour	\$	-
Equip. maintenance per officer	\$	-
Training expense per officer	\$	-
TOTAL Miscellaneous Cost for Contract		<u>\$ -</u>

CONTRACT SUMMARY:

Labor Cost	\$ 29,262.48	\$ 58.76 per hr. rate
Benefit Cost	\$ 9,636.30	\$ 19.35 per hr. rate
Vehicle Cost	\$ 2,070.60	\$ 4.16 per hr. rate
Miscellaneous Cost	\$ -	
		*
TOTAL CONTRACT PRICE/ CORP Rate \$82.27 x 498:	<u>\$ 40,970.46</u>	\$ 82.27 per hr. rate

updated 3/11/2019

* When adding the total contract costs including labor, benefits, and a vehicle per hourly rate, the total is \$40,969.38. When multiplying the contract cost totals using the hourly rate of \$82.27 by 498 hours, the total is \$40,970.46. The \$1.08 difference has to do with the benefit cost and vehicle cost not dividing equally into 498 hours.



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT
P.O. BOX 17300
FORT WORTH, TX 76102-0300

Capt. Colin Sullivan
Flower Mound P.D.
4150 Kirkpatrick Lane
Flower Mound, Texas 75028

Dear Capt. Colin Sullivan,

Enclosed is a Request for Quote (RFQ) for Solicitation No. W9126G19Q0023, for the project entitled "FY19 Contract for Increased Law Enforcement for Grapevine Lake lying within Flower Mound, Texas". We would like you to submit a price quote for performing the work and services as specified in the enclosed Bid Sheet. The proposal must be received no later than **10:00 A.M., CST, on 29 March 2019**. You are requested to provide your quote via email to Suphakit.Areeyat@usace.army.mil and Cc: CIV-OPS.Proposals@usace.army.mil

You are advised that this letter is not to be 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 your fee or premature initiation of services.

The quote will be used for contract award if determined to be fair and reasonable. By submitting a quote, you agree that the proposed price is final and will accept contract award unilaterally, provided that the contract is for the exact amount of the quote.

Only a warranted Contracting Officer or Administrative Contracting Officer, acting within their delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer or ACO attempts to make changes to the terms and conditions of this contract you shall not proceed with the change and shall immediately notify the Contracting Officer.

Sincerely,

Suphakit Areeyat
Contracting Specialist

Contractor Information Sheet

IN THE EVENT OF AWARD, ISSUE CONTRACT TO:

NAME (Person and Business): Flower Mound, Town of; Andy Kancel, Chief of Police
(Last, First Middle)

ADDRESS 4150 Kirkpatrick Ln, Flower Mound, TX 75028
(City, State and Zip)

OFFICE PHONE NUMBER 972-874-3321 MOBILE _____
(Area code and number) (Area code and number)

EMAIL ADDRESS margaret.mulcahy@flower-mound.com

DUNS NUMBER 055060201 CAGE CODE NUMBER 1XY46

SSN/TIN NUMBER _____



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: April 1, 2019

FROM: Robert Pegg, Engineering Manager-Development Services

ITEM: Consider approval of an ordinance vacating and abandoning approximately 139.7 feet by 30.4 feet (4,308 square feet) located at the southeast corner of a property addressed 206 Cherokee Path located within the Rosannah Baker Survey, Abstract No. 49; authorizing the Mayor to execute a Quitclaim Deed releasing the public ownership interest and control in the property; requiring a Hold Harmless Agreement; authorizing the Town Secretary to file the Quitclaim Deed and Hold Harmless Agreement in the deed records of Denton County; providing a severability clause; and providing an effective date. The property is generally located west of Duncan Lane and north of Cherokee Path.

BACKGROUND INFORMATION: The Town is reviewing a record plat application for Silver Pagoda Addition consisting of approximately 5.14 acres of land. During the review process, Town staff recommended abandoning a portion of Cherokee Path measuring approximately 139.7 feet by 30.4 feet (4,308 square feet) that was called out as Right of Way per Denton County Appraisal District map. However, the applicant or Town staff were unable to find the deed that dedicated this land to the Town as public road, though this portion has been called out in several deeds as a 'said road.' Since this portion of land does not aid in providing connectivity to any other existing streets, staff is in support of abandoning and providing a quit claim for the property.

The current owners of the lot have agreed to the Hold Harmless Agreement for the abandonment of the land measuring approximately 139.7 feet by 30.4 feet (4,308 square feet). By signing the Hold Harmless Agreement, the owners will agree to indemnify, hold harmless and defend the Town of Flower Mound, Texas, its agents, officers, and employees from any loss, damage, liability, or judgment, including reasonable attorney fees and costs, on account of any damage to the property and injuries whatsoever to all persons which may arise as a result of the vacation, closing, and abandonment of the so called Cherokee Path Right of Way described above.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Record Plat
2. Hold Harmless Agreement
3. Ordinance
4. Quitclaim Deed

DRAFT MOTION: Move to approve as presented in the agenda caption.

OWNER'S CERTIFICATE

State of Texas
County of Denton

Whereas Cambodian Buddhist Society of North Texas, Inc. are the sole owners of a tract of land located in the ROSANNAH BAKER SURVEY, ABSTRACT NO. 49, Town of Flower Mound, Denton County, Texas, and being part of a called 15.00 acre tract recorded in Volume 496, Page 341, Deed Records, Denton County, Texas, and being the same tract of land described in General Warranty Deed with Vendor's Lien in Favor of Third Party to Cambodian Buddhist Society of North Texas Inc., recorded in Volume 4811, Page 1408, Deed Records, Denton County, Texas, and being a portion of Cherokee Path right-of-way abandoned by the Town of Flower Mound, and being more particularly described as follows:

Beginning at a 1/2" Iron rod with a yellow plastic cap stamped "RPLS 5310" set at or near the centerline of Cherokee Path, a variable width right-of-way, same being the Northeast corner of a tract of land described in deed to Robert G. Paul, Jr. and Jennifer J. Paul, recorded in Instrument No. 2012-133287, Official Public Records, Denton County, Texas;

Thence North 89°58'06" West, a distance of 657.04' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set in the East line of a tract of land described in deed to Toll Dallas Texas, LLC, recorded in Instrument No. 2012-146715, Official Public Records, Denton County, Texas, at the Northwest corner of said Paul tract;

Thence North 00°32'02" West, along said East line, a distance of 338.89' to a 1/2" iron rod found for corner in the South line of Block A of Creekside at Heritage Park, Phase One, an Addition to the City of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Instrument No. 2013-219, Official Public Records, Denton County, Texas;

Thence North 89°51'20" East, along said South line, a distance of 661.19' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set at the Northwest corner of said Hogue tract;

Thence South 00°09'59" West, along the West line of said Hogue tract, passing at a distance of 308.41' a 3/8" Iron rod found for corner in the North line of said Cherokee Path, same being the Southwest corner of said Hogue tract, and continuing a total distance of 340.91' to the PLACE OF BEGINNING and containing 224,028 square feet or 5.143 acres of land.

SURVEYOR'S STATEMENT

That I, John S. Turner, A REGISTERED PROFESSIONAL LAND SURVEYOR, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my supervision.

DATED this the ____ day of ____, 2018.

PRELIMINARY, RELEASED 4-9-2018 FOR REVIEW PURPOSES ONLY.
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

John S. Turner R.P.L.S. 5310
Regional Airport Board, the Cities of Dallas, Texas and Fort Worth, Texas, the Town of Flower Mound, Texas, municipal corporations, their successors and assigns, hereinafter collectively called "Cities," for the use and benefit of the public and its agencies, any and all claims for damages of any kind that Owner may now have or may hereafter have in the future by reason of the passage of all aircraft ("aircraft" being defined for the purposes of this instrument as any contrivance now known or hereafter invented, used, or designed for navigation or of flight in the air) by whomsoever owned and operated, in the air space over Owner's property above a level measured 150 feet from the average ground level of said property as same presently exists, to an infinite height above said 150 feet from the average ground level, or the causing in all air space above the surface of Owner's property such noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at or on the Dallas-Fort Worth Regional Airport; and Owner does hereby fully waive, remise and release any right or cause of action which it may now have or which it may in the future have against Cities, their successors and assigns, whether such claim be for injury to person or damages to or taking of property, due to noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating and/or maintenance of aircraft landing at, or taking off from, or the operation and/or maintenance of aircraft or aircraft engines at or on said Dallas-Fort Worth Regional Airport. This instrument does not release the owners or operators of aircraft from liability for damage or injury to person or property caused by falling aircraft or falling physical objects from aircraft, except as stated herein with respect to noise, fumes, dust, fuel and lubricant particles.

State of Texas
County of Dallas

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED JOHN S. TURNER, R.P.L.S. NO. 5310, STATE OF TEXAS, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of ____, 2018.

Notary Public

Note:

1) The coordinate values of property corners and dimensions to City Geodetic control points shown hereon are NAD 83 State Plane grid values (Texas North Central Zone 4202) based on gps observations made to Town of Flower Mound monument numbers 18 and 29.

2) Basis of bearing is the South line of CREEKSIDE AT HERITAGE PARK, PHASE ONE, recorded in Volume 2013-219, O.P.R.D.C.T.

3) All 1/2 IRS are 1/2-inch iron rods with yellow plastic caps stamped "RPLS 5310".

4) This is to certify that no portion of the subject property shown hereon lies within the 100 Year Flood Hazard Area as shown on the Flood Insurance Rate Map, Community Plan No. 48121C 0545G, dated 04-18-2011. The property is located in Zone "X".

ARCHITECT

JEA

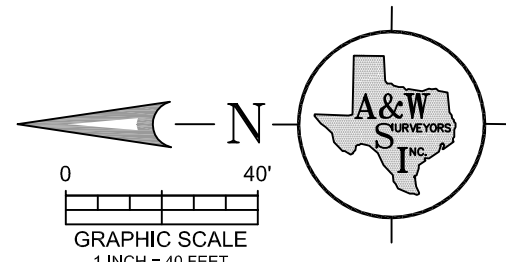
Javier Espinoza Architect
AIA, NCARB, LEED BD+C

4713 W. Lovers Lane, Ste. 206
Dallas, TX 75209
+1. 469.387.0276

ENGINEER

Dale Hoelting, P.E.
DEH Consulting, LTD

2513 Mosswood Drive
Carrollton, TX 75010
972-345-1231 (cell)
d.hoelti@verizon.net



OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, Paul Em, acting herein Cambodian Buddhist Society of North Texas, Inc. by and through its duly authorized officers, does hereby adopt this plat designated herein as **LOT 1, BLOCK A, SILVER PAGODA ADDITION**, an addition to the Town of Flower Mound, Denton County, Texas.

The easements shown hereon are hereby reserved for the purposes as indicated. All streets, alleys, rights-of-way, and Lot 1, Block A, are hereby dedicated in fee simple to the Town of Flower Mound for municipal purposes. The utility and fire lane easements (streets, alleys, and common areas) shall be open to the public, fire and police units, garbage and rubbish collection agencies and all public and private utilities for each particular use. No buildings, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the utility easements as shown. Said utility easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same.

All and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance of efficiency of its respective system on the utility easements and all public utilities shall at all times have the full right of ingress and egress to and from and upon the said utility easements for the purpose of construction, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purposes of reading meters and any maintenance and service required or ordinarily performed by that utility.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Flower Mound.

WITNESS MY HAND, THIS ____ DAY OF ____, 2018.

Cambodian Buddhist Society of North Texas, Inc.

Name: _____
Title: _____

State of Texas
County of Denton

BEFORE ME, the UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED PAUL EM, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AT DALLAS, TEXAS, this the ____ day of ____, 2018.

Notary Public

Approved:

TOWN OF FLOWER MOUND
PLANNING AND ZONING COMMISSION

Perfecto Solis, Chairman
Planning and Zoning Commission

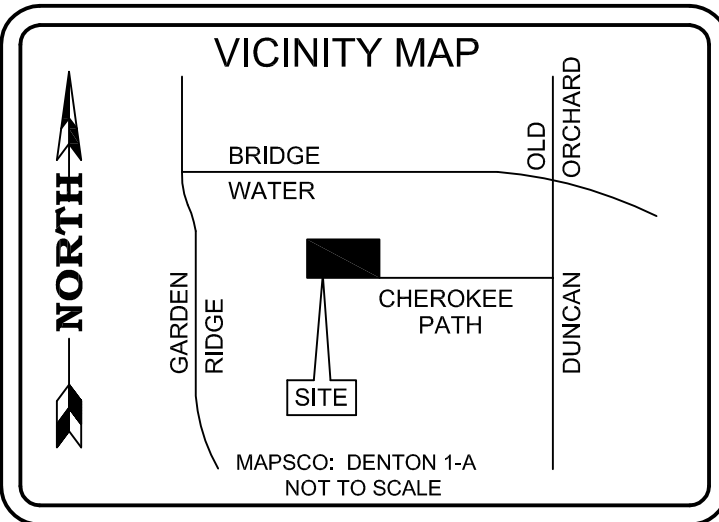
Chuck Russell, Town Planner

_____, 20____
Date

SIGNED AND SEALED:

TOWN OF FLOWER MOUND

Theresa Scott, Town Secretary
Town of Flower Mound



FOR DENTON COUNTY USE ONLY

FOR DENTON COUNTY USE ONLY

LINE TABLE					
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	26.04'	S43°16'55"W	L12	61.04'	N00°01'54"E
L2	12.89'	N79°07'58"W	L13	22.20'	N44°58'06"W
L3	138.83'	N89°58'06"W	L14	15.00'	N45°01'54"E
L4	30.40'	N01°37'32"W	L15	28.41'	S44°58'06"E
L5	59.13'	S89°34'32"E	L16	61.34'	S00°01'54"W
L6	26.00'	N89°00'00"E	L17	30.44'	S89°11'32"E
L7	29.04'	S87°43'00"E	L18	19.76'	N00°01'54"E
L8	14.82'	N89°11'32"W	L19	15.00'	N90°00'00"E
L9	7.50'	N00°01'54"E	L20	19.97'	S00°01'54"W
L10	375.68'	N89°11'32"W	L21	339.12'	S89°11'32"E
L11	12.74'	N44°58'06"W	L22	22.50'	S00°09'59"W

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CH. BEAR.	CHORD
C1	79°05'04"	30.00'	41.44'	N39°33'44"E	38.23'
C2	81°30'29"	30.00'	42.89'	S39°52'02"E	38.18'
C3	12°54'33"	45.00'	10.14'	S74°10'18"E	10.12'

WILLIAM DOUGLAS HOGUE AND JANICE M. HOGUE,
VOL. 1219, PG. 474 - D.R.D.C.T.

1/2" IRS
N: 7,052,846.7672
E: 2,418,508.5549

S 00°09'59" W 340.91'

S 00°09'59" W 309.41'

THE EDDIE AND WYNELLE PARKER
FAMILY LIMITED PARTNERSHIP
INST. NO. 94-000780
D.R.D.C.T.

PLACE OF
BEGINNING

ROBERT G. PAUL, JR. AND
JENNIFER J. PAUL
INST. NO. 2012-133287
O.P.R.D.C.T.

AVIGATION EASEMENT AND RELEASE

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS, hereinafter called "Owner" Cambodian Buddhist Society of North Texas, Inc., is the owner of that certain parcel of land situated in the Town of Flower Mound, Denton County, Texas, being more particularly described on the subdivision plat or in Exhibit "A" attached hereto and incorporated by reference herein, as the case may be;

NOW, THEREFORE, in consideration of the sum of ONE AND 00/100 (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby fully acknowledged and confessed, Owner does hereby waive, release, remise, quitclaim and surrender to the Dallas-Fort Worth Regional Airport Board, the Cities of Dallas, Texas and Fort Worth, Texas, the Town of Flower Mound, Texas, municipal corporations, their successors and assigns, hereinafter collectively called "Cities," for the use and benefit of the public and its agencies, any and all claims for damages of any kind that Owner may now have or may hereafter have in the future by reason of the passage of all aircraft ("aircraft" being defined for the purposes of this instrument as any contrivance now known or hereafter invented, used, or designed for navigation or of flight in the air) by whomsoever owned and operated, in the air space over Owner's property above a level measured 150 feet from the average ground level of said property as same presently exists, to an infinite height above said 150 feet from the average ground level, or the causing in all air space above the surface of Owner's property such noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at or on the Dallas-Fort Worth Regional Airport; and Owner does hereby fully waive, remise and release any right or cause of action which it may now have or which it may in the future have against Cities, their successors and assigns, whether such claim be for injury to person or damages to or taking of property, due to noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating and/or maintenance of aircraft landing at, or taking off from, or the operation and/or maintenance of aircraft or aircraft engines at or on said Dallas-Fort Worth Regional Airport. This instrument does not release the owners or operators of aircraft from liability for damage or injury to person or property caused by falling aircraft or falling physical objects from aircraft, except as stated herein with respect to noise, fumes, dust, fuel and lubricant particles.

It is agreed that this Release shall be binding upon Owner's heirs and assigns, and successors in interest to said property described on the subdivision plat or in Exhibit "A" attached hereto, as the case may be, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Denton County, Texas.

EXECUTED at Denton County, Texas, this ____ day of ____, A. D., 2018.

OWNER:
Cambodian Buddhist Society of North Texas

Authorized Agent: Paul Em

ATTEST:

THE STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Paul Em, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of ____, A. D., 2018

NOTARY PUBLIC in and for the State of Texas

My commission expires: _____

1/2" IRS
N: 7,052,506.2242
E: 2,417,850.5248

TOLL DALLAS TX LLC
INST. NO. 2012-146715 - O.P.R.D.C.T.

ABBREVIATIONS

D.R.D.C.T. Deed Records, Denton County, Texas
P.R.D.C.T. Plat Records, Denton County, Texas
C.M. Controlling Monument
VOL. Volume
PG. Page

NOTES

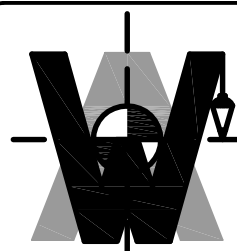
- The purpose of this plat is to create one platted lot from unplatted land.
- Basis of bearing determined by Texas State Plane Coordinate System, North Central Zone, North American Datum of 1983 (2011).
- Coordinates shown are Texas State Plane Coordinate System, North Central Zone, North American Datum of 1983 on Grid Coordinate values, No Scale, No Projection

LOT 24

1/2" IRF
(C.M.)

N 00°32'02" W 338.89'

1/2" IRS
N: 7,052,506.2242
E: 2,417,850.5248



A & W SURVEYORS, INC.

P.O. BOX 870029, MESQUITE, TX. 75187
PHONE: (972) 681-4975 FAX: (972) 681-4954
WWW.AWSURVEY.COM

~ Property Address: 206 Cherokee Path ~

Owner / Developer
Cambodian Buddhist Society of North Texas, Inc.
~ 206 Cherokee Path, Flower Mound, TX 75028 ~

Job No. 16-0626 Drawn by: 024/543 | Date: 09-28-2016 | Revised: 04-09-18, 5-12-18, 6-1-18, 6-24-18

"A professional company operating in your best interest"

RECORD PLAT

SILVER PAGODA ADDITION LOT 1, BLOCK A

BEING A RECORD PLAT OF 5.044 ACRES OF LAND LOCATED
IN THE ROSANNAH BAKER SURVEY, ABSTRACT NO. 49
DENTON COUNTY, TEXAS

RC18-0005

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**HOLD HARMLESS AND
INDEMNITY AGREEMENT**

PAUL EM, duly authorized representative for CAMBODIAN BUDDHIST SOCIETY OF NORTH TEXAS, INC. ("Owner"), the sole and current owner of property located in the Rosannah Baker Survey, Abstract No. 49, Town of Flower Mound, Denton County, Texas, being described in Volume 4811, Page 1408, Deed Records, Denton County, Texas, also known as 206 Cherokee Path. Owner has requested The Town of Flower Mound to abandon all rights, title and interest to a portion of the Town's right-of-way known as Cherokee Path located at the Southeast corner of said Owner's property, as depicted in Exhibit "A" of Ordinance No. _____.

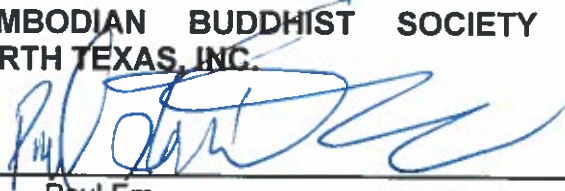
NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE TOWN OF FLOWER MOUND, TEXAS, VACATING AND ABANDONING ALL RIGHTS, TITLE, AND INTEREST IN AND TO THE ABOVE-DESCRIBED RIGHT-OF-WAY, OWNER(S) DOES HEREBY AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE TOWN OF FLOWER MOUND, TEXAS, ITS AGENTS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY, OR JUDGMENT, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, ON ACCOUNT OF ANY DAMAGE TO PERSONS OR PROPERTY WHATSOEVER WHICH MAY ARISE AS A RESULT OF THE VACATION AND ABANDONMENT OF THE ABOVE-DESCRIBED PORTION OF RIGHT-OF-WAY.

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

EXECUTED this 5 day of March, 2019.

OWNER:

**CAMBODIAN BUDDHIST SOCIETY OF
NORTH TEXAS, INC.**

By: 

Paul Em

Title: Vice President

STATE OF TEXAS

§
§
§

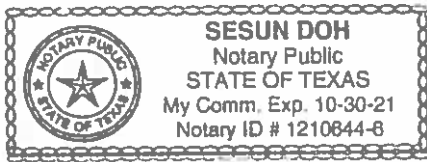
ACKNOWLEDGMENT

COUNTY OF DENTON

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Paul Em, known to me to be the person whose name is subscribed to the foregoing Hold Harmless and Indemnity Agreement and acknowledged to me that he executed the same for the purposes and consideration therein expressed and that he has the authority and power to enter into the foregoing instruments on behalf of CAMBODIAN BUDDHIST SOCIETY OF NORTH TEXAS, INC.

SUBSCRIBED AND SWORN TO BEFORE ME, on this the 5 day of March, 2019.


NOTARY PUBLIC in and for the State of Texas



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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, VACATING AND ABANDONING A CERTAIN 4,308 SQUARE FEET OF RIGHT OF WAY LOCATED AT THE SOUTHEAST CORNER OF PROPERTY LOCATED IN THE ROSANNAH BAKER SURVEY, ABSTRACT NO. 49, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, BEING DESCRIBED IN VOLUME 4811, PAGE 1408, DEED RECORDS, DENTON COUNTY, TEXAS, BEING MORE COMONLY KNOWN AS 206 CHEROKEE PATH; AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED RELEASING THE PUBLIC OWNERSHIP INTEREST AND CONTROL IN THE PROPERTY; REQUIRING A HOLD HARMLESS AGREEMENT; AUTHORIZING THE TOWN SECRETARY TO FILE THE QUITCLAIM DEED AND HOLD HARMLESS AGREEMENT IN THE DEED RECORDS OF DENTON COUNTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Cambodian Buddhist Society of North Texas, Inc. ("Owner") is the sole and current owner of property located in the Rosannah baker Survey, Abstract No. 49, Town of Flower Mound, Denton County, Texas being described in Volume 4811, Page 1408, Deed Records, Denton County, Texas also known as 206 Cherokee Path ("Property"); and,

WHEREAS, the Owner has requested the Town of Flower Mound to abandon all rights, title, and interest to a certain 4,308 square feet of Right of Way located at the southeast corner of the Property ("Right of Way"); and,

WHEREAS, the Right of Way is not required to contain the existing flood plain, the Right of Way is not being utilized, and all current utility providers within the Town have consented to the abandonment of the 4,308 square feet of Right of Way or provided a waiver of use of that portion of the Right of Way; and,

WHEREAS, the Town Council has determined that the 4,308 square feet portion of Right of Way is not useful or convenient to the public in general, that it therefore constitutes a public charge without a corresponding public benefit, and that the public would be better served and benefitted by its vacation and abandonment; and,

WHEREAS, in order to remove any question as to the continued interest or ownership of the public in the 4,308 square feet portion of Right of Way, the Town desires to execute a quitclaim deed releasing all title, ownership, and control in the 4,308 square feet portion of Right of Way to the owner of the title to the abutting property.

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

SECTION 1

The Town does hereby vacate and abandon all of the rights, title, and interest of the Town and the public in the said 4,308 square feet of Right of Way that is located at the southeast corner of the Property, as depicted in Exhibit "A," which exhibit is attached hereto and incorporated herein by reference for all purposes.

SECTION 2

The Mayor of the Town of Flower Mound is hereby authorized and empowered to execute, on behalf of the Town, a quitclaim deed releasing to the owner of title to the Property, all claims to title, ownership, or control of the 4,308 square feet of Right of Way described in Section 1 of this Ordinance ("Quitclaim Deed").

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE ____ DAY OF APRIL, 2019.

APPROVED:

**_____
Steve Dixon, MAYOR**

ATTEST:

**_____
Theresa Scott, TOWN SECRETARY**

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

QUITCLAIM DEED

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Town Council of the Town of Flower Mound, Texas, after careful study and consideration, found and determined that a certain 4,308 square feet of right of way was not being used by, nor useful or convenient to, the public in general, and constituted a public charge without a corresponding public benefit, and that the public would be better served and benefitted by the vacation and abandonment of such portion of the right of way; and

WHEREAS, on the ____ day of April, 2019, based on such findings and determinations, the Town Council of the Town of Flower Mound, Texas, adopted Ordinance No. _____ which vacated and abandoned such portion of the right of way, in the Town of Flower Mound, Denton County, Texas; and

WHEREAS, CAMBODIAN BUDDHIST SOCIETY OF NORTH TEXAS, INC. is the sole and current owner of property abutting the portion of the abandoned right of way located in the Rosannah Baker Survey, Abstract No. 49, Town of Flower Mound, Denton County, Texas being described in Volume 4811, Page 1408, Deed Records, Denton County, Texas, also known as 206 Cherokee Path, and desires a quitclaim deed to remove any question concerning the continued interest of the Town of Flower Mound in such vacated and abandoned portion of the right of way.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the TOWN OF FLOWER MOUND, TEXAS, Grantor, does hereby bargain, sell, release, vacate, abandon, and forever quitclaim unto CAMBODIAN BUDDHIST SOCIETY OF NORTH TEXAS, INC., Grantee, and its heirs, successors, and assigns, all of Grantor's right, title, and interest, if any, in and to that portion of right of way described on Exhibit "A" attached hereto and incorporated herein for all purposes.

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

EXECUTED this _____ day of _____, 2019.

TOWN OF FLOWER MOUND

Steve Dixon, MAYOR

STATE OF TEXAS

§

COUNTY OF DENTON

§

§

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

Given under my hand and seal of office this _____ day of _____, 2019.

NOTARY PUBLIC in and for the State of Texas

(Seal)

SHEET 1 OF 2

RIGHT-OF-WAY ABANDONMENT

PART OF THE ROSANNAH BAKER SURVEY, ABSTRACT NO. 49
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

Being 4,308 square feet or 0.099 of an acre of land located in the ROSANNAH BAKER SURVEY, ABSTRACT NO. 49, Town of Flower Mound, Denton County, Texas, and being a part of the land observed as Cherokee Path, a 60' wide public right-of-way, and being the same land described herein;

BEGINNING at a 3/8" iron rod found in the North line of said Cherokee Path, at the Southwest corner of land described in deed to William Douglas Hogue and Janice M. Hogue, recorded in Volume 1219, Page 474, Deed Records, Denton County, Texas, same being the Easterly, Southeast corner of Cambodian Buddhist Society of North Texas, Inc., recorded in Volume 4811, Page 1408, Deed Records, Denton County, Texas;

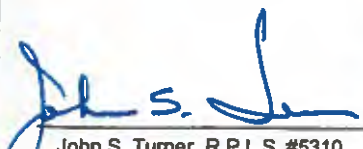
Thence South 00°09'59" West, passing through said Cherokee Path, a distance of 31.50' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set at the Northeast corner of land described in deed to Robert G. Paul, JR. and Jennifer J. Paul, recorded in Instrument No. 2012-133287, Official Public Records, Denton County, Texas;

Thence North 89°58'06" West, along the North line of said Paul tract, a distance of 138.74' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set in the Westerly, Southeast corner of said Cambodian tract;

Thence North 01°37'32" West, a distance of 30.40' to a 1/2" iron rod found at the interior ell corner of said Cambodian tract;

Thence North 89°34'32" East, a distance of 139.70' to the PLACE OF BEGINNING and containing 4,308 square feet or 0.099 of an acre of land.

Basis of bearing determined by Texas State Plane Coordinate System, North Central Zone, North American Datum of 1983 (2011).


John S. Turner, R.P.L.S. #5310
3-3-19
Date

**A&W SURVEYORS, INC.***Professional Land Surveyors*

TEXAS REGISTRATION NO. 100174-00

P.O. BOX 870029, MESQUITE, TX. 75187

PHONE: (972) 681-4975 FAX: (972) 681-4954

WWW.AWSURVEY.COM

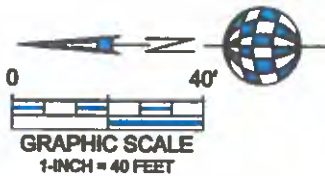
Job Number: 19-0019

Date: 02-27-2019

Drafter: 543

"A professional company operating in your best interest"

SHEET 2 OF 2

RIGHT-OF-WAY ABANDONMENTPART OF THE ROSANNAH BAKER SURVEY, ABSTRACT NO. 49
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXASWILLIAM DOUGLAS HOGUE
AND JANICE M. HOGUE,
VOL. 1219, PG. 474 - D.R.D.C.T.CHEROKEE PATH
CENTERLINE 80' WIDE PUBLIC RIGHT-OF-WAYTHE EDDIE AND WYNELLE PARKER
FAMILY LIMITED PARTNERSHIP
INST. NO. 94-000780
D.R.D.C.T.N: 7,052,537.3517 S 00°09'59" W
E: 2,418,507.4667 31.50'

S 00°09'59" W 309.41'

PLACE OF
BEGINNING
3/8" IRF
CONTROLLING
MONUMENT4,308 SQUARE FEET OF
CHEROKEE PATH RIGHT-OF-WAY1/2" IRF
CONTROLLING
MONUMENT

N 01°37'32" W 30.40'

1/2" IRS
N: 7052505.9324
E: 2418368.6328

Note:

Cambodian Buddhist Society of North Texas Inc.,
Volume 4811, Page 1408, Deed Records,
Denton County, TexasNOTE: ALL IRON RODS SET HAVE A
YELLOW PLASTIC CAP STAMPED
"RPLS 5310".Basis of bearing determined by Texas State
Plane Coordinate System, North Central Zone,
North American Datum of 1983 (2011).

John S. Turner, R.P.L.S. #5310
3-3-19
Date

**A&W SURVEYORS, INC.**
Professional Land Surveyors

TEXAS REGISTRATION NO. 100174-00

P.O. BOX 870028, MESQUITE, TX. 75187

PHONE: (972) 881-4975 FAX: (972) 881-4954

WWW.AWSURVEY.COM

Job Number: 19-0019

Date: 02-27-2019

Drafter: 543

"A professional company operating in your best interest"



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: April 1, 2019

FROM: Clay Riggs, PE., CFM., Assistant Director of Public Works

ITEM: Consider approval of emergency expenditures for the repair of the Hanover sanitary sewer main in the amount of \$63,435.29.

BACKGROUND INFORMATION: On January 10, 2019, the sanitary sewer main serving the Timber Creek Park Addition Phase 6 was damaged by a contractor doing residential foundation repair. Public Works noticed the neighborhood's sanitary sewer system backing up while performing manhole inspections. Public Works initiated emergency bypass pumping and traffic control through Barco Pump and Buyers Barricades. The problem was caught before the system overflowed. Upon further investigation, it was discovered the sanitary sewer main was outside its easement. John Burns Construction Company of Texas, Inc installed a new sanitary sewer main within the easement to place the system back in service.

ALTERNATIVES/OPTIONS: Local government code 252.022(A)(3) provides that procurements necessary because of unforeseen damage to public machinery, equipment, or other property are exempt from competitive bid laws.

FISCAL IMPACT: \$63,434.29

Proposed Expenditure/(Revenue):	Account Number(s):
\$50,000.00	200-690-92100-5230
\$13,434.29	200-690-92330-4306

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. John Burns Construction Company Invoice
2. Barco Pump Invoice
3. Buyers Barricades Invoice
4. Breakaway Landscapes Invoice
5. Broker's Quality Grass Invoice

DRAFT MOTION: Move to approve as presented in the agenda caption.



john burns
construction company
of Texas, Inc.

P.O. BOX 1117
LEWISVILLE, TEXAS 75067
METRO (972) 434-6789
FAX NO. (972) 221-8301

INVOICE NUMBER **19008**

INVOICE # **19008**

Town of Flower Mound Utility Service
2121 Cross Timbers Rd
Flower Mound, TX 75028
attn.: Tony Criss

Date February 11, 2019
Estimate One (1)
Period 1/16/19 - 2/15/19

PROJECT: 8" Sanitary Sewer Emergency Repair

JOB NO. 1902.01

ITEM	DESCRIPTION			AMOUNT
	CONTRACT AMOUNT			\$60,175.00
	CHANGE ORDERS			\$0.00
	CURRENT CONTRACT			\$60,175.00
	EARNED TO DATE			\$60,175.00
	STORED MATERIALS TO DATE			\$0.00
	TOTAL EARNED & STORED TO DATE			\$60,175.00
	Less Retainage	0%		\$0.00
	Less Previous Billings			\$0.00
	TOTAL AMOUNT DUE THIS BILLING			\$60,175.00
REMIT TO:	JOHN BURNS CONSTRUCTION			
	COMPANY OF TEXAS, INC.			
	P.O. BOX 1117			
	LEWISVILLE, TEXAS 75067			

WE ARE AN EQUAL OPPORTUNITY CONTRACTOR

BARCO PUMP

Page 95 of 150
940 Hensley Lane
Wylie, Texas 75098
214-428-5691

DATE: JAN. 28, 2019
INVOICE

Attachment 2

INVOICE: **B07327 - WY**
Customer #: 060420
Your P/O#: 92330
Ship Via: BARCO
F.O.B.:
Ship Date: 01/24/19
Salesman: 104
Our Order #: B07995
Ticket #: ALIKA

S
H
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P

FLOWER MOUND-TOWN OF
2121 CROSS TIMBERS RD.

FLOWER MOUND, TX 75028



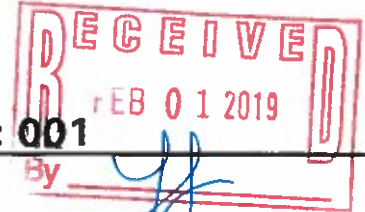
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FLOWER MOUND-TOWN OF
2121 CROSS TIMBERS RD.

FLOWER MOUND, TX 75028

This invoice will
need to be apart
Terms: N 30 of A/E

Page: 001



Item	Qty Ord	Qty Ship	Qty B/O	Part Number	Description	Price	Extension
------	------------	-------------	------------	-------------	-------------	-------	-----------

1	1	1		WY 99LABOR1	LABOR FOR EMERGENCY BYPASS SETUP SHOP GENERAL LABOR	800.00	800.00
---	---	---	--	-------------	--	--------	--------

4748 Hanover Dr
Project

SUB TOTAL	800.00
PLEASE PAY	800.00

1.00 PERCENT CASH DISCOUNT IF RECEIVED BY 02/07/19
PROVIDED NO OTHER INVOICES ARE PAST DUE.
IF PAID BY 02/07/19 PAY: \$792.00

APPROVED FOR PAYMENT

Vendor # 1221 Posted _____
Account Code 200-490-92330 - 3110
Initiator/Receiver C.C. Date 2/1/19
Dept/Div Approval _____ Date _____
Finance Review _____ Finance Approval _____
Purchase Order - Yes _____ NO ☒
PURCHASE ORDER NUMBER _____
OVER \$5000-not on Purchase order Approvals
CFO _____ Date _____

Signature _____

Name
Printed: _____

Date/Time: _____

- CUSTOMER COPY -

BUYERS
IN BAIRICADES 1994

DFW -- Remittance Address
P.O. Box 733729
Dallas, TX 75373-3729
817-535-3939
Fax 817-831-7171

E-INVOICE

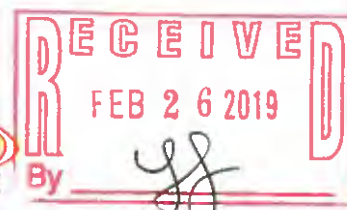
Invoice Date	Invoice No.
2/25/2019	00064254

Terms: Net 30

Town of Flower Mound
2121 Cross Timbers Rd
Flower Mound, TX 75028-2602

RECEIVED
FEB 25 2019

Job ID: 030550
4748 Hanover Dr
Flower Mound, TX



Called In By: Tony

Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#		
Town-Flowe			2/1/2019 - 2/22/2019			Tony 469-734-7218		
Date	Description		From - To	Qty	Days	Units	Price	Total
	----- RENTALS -----							
02/01/19	28" Traffic Cones		02/01 02/19	20	19	380	\$0.65	\$247.00
02/01/19	Little Buster Flex Stands		02/01 02/19	4	19	76	\$2.00	\$152.00
02/01/19	Small Sign - Utility Work Ahead		02/01 02/19	4	19	76	\$0.25	\$19.00
	----- SALES / ONE-TIME CHARGES -----							
02/22/19	28" TXDOT Traffic Cones			4		4	\$11.81	\$47.24

Note: The * Indicates taxable items.

EQUIPMENT RENTAL TOTAL \$418.00
SALES/ONE-TIME CHARGES \$47.24
LABOR TOTAL \$0.00
SUBTOTAL \$465.24
SALES TAX (0%) \$0.00
TOTAL CHARGES \$465.24
PLEASE PAY THIS AMOUNT \$465.24

*** Job Complete ***

Thank you for your business!

APPROVED FOR PAYMENT

Vendor # 5698 Posted _____

Account Code _____

Initiator/Receiver _____ Date _____

Dept/Div Approval _____ Date _____

Finance Review _____ Finance Approval _____

Purchase Order - Yes _____ NO _____

PURCHASE ORDER NUMBER _____

OVER \$5000-not on Purchase order Approvals

CFO _____ Date _____

Requisition # 19346

Breakaway Landscape
1005 League Rd
Lewisville, TX 75067
(940) 268-7372



To:
Utility Line Supervisor (Tony Criss)
2121 Cross Timbers Road
Flower Mound, TX 75028

Invoice # 4405
Invoice Date 02/26/2019
Payment Term Due On Receipt
Amount Due \$1,819.00

Item	Quantity	Price	Tax1	Tax2	Line Total
St. Augustine Sod in square feet	1800.0	\$0.98			\$1,764.00
3/4" sprinkler lateral line repair	3.0	\$15.00			\$45.00
Sprinkler head repair	1.0	\$10.00			\$10.00

Repairs made to yard after City re-routed sewer line

Subtotal: \$1,819.00
Tax: \$0.00
Past Due Amount: \$0.00
Amount Due: \$1,819.00

Notes
Thank You For Your Business!

Please detach portion below and send with your payment.

Utility Line Supervisor (Tony Criss)
2121 Cross Timbers Road
Flower Mound, TX 75028

Invoice #: 4405
Amount Due: \$1,819.00
Amount Enclosed: _____

Mail to:
Breakaway Landscape
1005 League Rd
Lewisville, TX 75067

INVOICE

No 353865



BROKER'S QUALITY GRASS

 1856 I-35 North • Carrollton, TX 75006
 (972) 466-0410 • Fax (972) 245-2603

DATE	02/15/19
PHONE NO.	214 9149667
P.O. NO.	233610
TERMS	

Town Flower Mound

CASH	C.O.D.	CHARGE	ON ACCT.
------	--------	--------	----------

QTY.	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
35	lbs	S1 Aug		136.15

PERISHABLE COMMODITY
NO GUARANTEE

DEL.

Eddie F.

PLEASE PAY FROM THIS INVOICE

 PAID ☐
 C.O.D. ☐
 CK. NO. ☐
 MC or VISA ☐

SUB TOTAL

TAX

TOTAL

136.15

200-640-9230-
 2160
 sold for
 4944
 Howard
 Dr

C.C.

2/26/19

265-690-2330 - 2160

10 yards sod for

4744
Hanover
Dr



INVOICE

No 354031

BROKER'S QUALITY GRASS
1856 I-35 North Carrollton, TX 75006
(972) 466-0410 • Fax (972) 245-2603

DATE	02/21/19
PHONE NO.	
P.O. NO.	9233010
TERMS	

C.C.
2/26/19

Town Flower Mound

CASH		C.O.D.		CHARGE		ON ACCT	
QTY.	UNIT	DESCRIPTION			UNIT PRICE	AMOUNT	
10	Yds	St Aug				38 90	
PERISHABLE COMMODITY NO GUARANTEE							
DEL.							
PLEASE PAY FROM THIS INVOICE						SUB TOTAL	
PAID ☐ C.O.D. ☐ CK. NO. ☐ MC or VISA ☐						TAX	
						TOTAL	38 90



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: April 1, 2019

FROM: Jeff Garner, Director of Facilities Management

ITEM: Consider approval of Proposal # 19-204_REV3, Flower Mound Central Fire Station Phase II Remodel and RTU Adds from Schneider Electric Buildings in the amount of \$33,045.00.

BACKGROUND INFORMATION: The Flower Mound Central Fire Station Phase II Remodel is comprised of an addition to the southwest side of the building and renovation of the Fire Administration area of the building. The work will include replacement of interior lighting, HVAC systems, electric circuits, Building Management System, and flooring.

Schneider Electric\TAC is the sole manufacture of the Inet DDC controllers and Inet Seven EMS software that provide controls throughout the Town of Flower Mound (TOFM). The Schneider DDC controls, Inet Seven software, Inet hardware, SmartStruxure software's and SXWT hardware's provided to TOFM are designed and manufactured by Schneider Electric.

FISCAL IMPACT: \$33,045.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$33,045.00	505-111-50102

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Schneider Electric Proposal
2. Schneider Electric Sole Source Letter

DRAFT MOTION: Move to approve as presented in the agenda caption.

Schneider Electric Buildings
1650 West Crosby
Carrollton, TX 75006



March 19, 2019

TO: Jeff Garner

SITE: Central Fire Station
3911 S. Broadway Ave
Flower Mound, TX 75028

REF: Flower Mound - CFS Remodel & RTU Adds
Proposal #19-204_REV4

Schneider Electric is pleased to offer the following proposal to perform a CFS Remodel & RTU Adds DDC retrofit of the existing Schneider controls in the Central Fire Station to EcoStruxure building automation controls.

Schneider Electric will provide complete engineering, front-end hardware and software, installation labor, and commissioning services to design and furnish an EcoStruxure direct digital controls building management system. For CFS Remodel & RTU Adds, controllers and sensors will be provided and installed with new sensor wiring. Schneider Electric will be responsible for the following tasks/items:

- Fully engineered submittals.
- Project management.
- Material ordering and delivery.
- Installation.
- Software generation and documentation.
- System configuration and check-out labor.
- (2) hours of on-site end user training of new Central Fire Station DDC control hardware and software.

Major equipment for which controls will be provided and installed to the EcoStruxure system include:

SCOPE OF WORK

(8) New RTU's on Roof of CFS (Drawing M5.1 Dated July 2018)

- Provide and install (1) SE8650U5B11, in location TBD for each RTU wall stat.
- Terminate to the RTU stat wire for control of the unit.
- Provide and install BACnet com cable from the existing AS-P to each SE8650 series controller.
- Configure each smart stat sensor to display combination Space and Humidity sensor values.
- Configure for local PIR motion occupancy operation.
- Provide new RTU space zone specific programming for each RTU. Configure for alarming as necessary.
- Provide and install (2) MP-18-A associated panel enclosure and power supplies to support control of the (3) Exh-Fans and monitoring of miscellaneous I/O devices as well as outside air temperature.
- Program each AHU and controls into the EcoStruxure building automation system.
- Create new graphics in EcoStruxure with HTML5 graphics for each RTU.
- Perform check-out of system to ensure proper operation.

(3) New Exhaust Fans on Roof of CFS (Drawing M5.1 Dated July 2018)

- Provide and install **(1)** set of control cables from nearest MP-18-A controller to manage EX-Fan start/stop, status/status alarm, and time schedule.
- Program the MP-18-A and its controls into the EcoStruxure building automation system.
- Run control wire from nearest MP-C-18 to respective Exh-Fan for control and monitoring.
- Create new graphic(s) into EcoStruxure with HTML5 graphics.
- Program to start and run when area is occupied.

EXCLUSIONS

- Network drop ports and static IP addresses for the network controllers to be provided by the customer.
- Each RTU may or may not require an OA-Dmpr and RA-Dmpr motor and DDC control; not covered in the above scope.
- Workstation to be provided by the customer.
- Any existing system repair labor, parts, or materials not specifically mentioned above.
- All conduiting by others.
- Existing lighting circuits are already under control through the existing BMS.
- All 120V power by others.
- Pricing does not include sales tax or bonding cost.

CLARIFICATIONS

- Installation of new EcoStruxure MPx series controllers is dependent on performing the Town of Flower Mound EcoStruxure upgrades for compatibility.
- 1-year warranty parts and labor included on newly installed hardware.
- All work to be performed during normal operating hours: Monday-Friday 8 AM to 5 PM.
- Pricing is valid for a period of **60** days and subject to escalation thereafter.

PRICING

TOTAL PRICE (excluding tax)	\$33,045.00
------------------------------------	--------------------

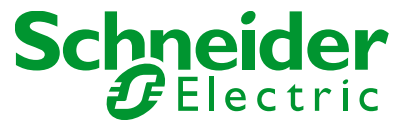
Add Alternate (if additional AS-P is necessary)

EcoStruxure Automation Server (alternate add if necessary)

- Provide and install **(1)** new Automation Server (AS-P) to provide local management of the (8) new RTUs and (3) Exhaust Fans.
- Provide and install enclosure, xfmr, and configure for communications to the Town network and to the new RTU DDC controls.
- Run new CAT5/CAT6 network cable to the AS-P, program the static IP and verify online connection with EcoStruxure server from customer network switch.
- Verify AS-P is online, programmed and ready for first RTU to be added.

TOTAL PRICE (excluding tax)	\$3,229.00
------------------------------------	-------------------

Schneider Electric Buildings
1650 West Crosby
Carrollton, TX 75006



We would like to thank you for the opportunity to present our company's proposal and look forward to working with you to address your building's needs. If you have any questions regarding this proposal, please do not hesitate to reach out.

Sincerely,

Mark A. Boyd

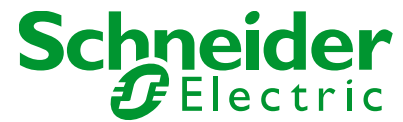
Mark Boyd
Account Manager
(214) 882-8398
mark.a.boyd@schneider-electric.com
SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC.

Accepted By: _____

Name: _____

Date: _____

PO#: _____



TERMS AND CONDITIONS OF SALE

900512PITC R05/19/15

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of Schneider Electric Buildings Americas Inc. ("Seller") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Buyer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of Seller. The parties agree to be bound by the following terms and conditions.

1. **Quotations and Acceptance.** The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Buyer only modified by written agreement or Seller objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Buyer may accept the quotation by signing and returning a copy to Seller or by returning Buyer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Seller hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Buyer's order, which will be of no force or effect except as may be expressly agreed to by Seller in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersede all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. Seller assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, Seller assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.
2. **Payment.** Absent a contrary provision herein, Buyer will pay Seller monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Buyer to Seller within thirty (30) days after the date of substantial completion. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Seller, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1½% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Seller of an instrument for less than the full amount which Seller claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Seller. If Buyer does not pay Seller, through no fault of Seller, within seven (7) days from the time payment was due, Seller may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to Buyer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Seller may terminate this contract for material breach and all monies due Seller for services performed and materials delivered shall be paid upon demand. Seller shall be entitled to recover from Buyer all costs for collection, including reasonable attorneys' and professionals' fees. To the extent payments are received and as required by law, and upon Buyer's request, Seller will furnish mechanics lien waivers as the work progresses.

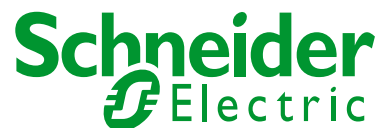
Seller reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer's obligation. In event of payment default, Seller may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Seller's security interest in the goods. At Seller's request, Buyer will execute any necessary instrument to perfect Seller's security interest.
3. **Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Seller's net income) that are payable hereunder shall be the responsibility of Buyer. If applicable, Buyer shall provide Seller a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
4. **Changes and Claims.** All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Seller and approved by Buyer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Seller by Buyer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Buyer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Buyer shall notify Seller promptly in writing of any circumstances arising from the performance of the work herein described which reasonably may be anticipated to result in a claim or back charge to Seller. Upon Seller's receipt of such notification, Seller shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Seller will not be liable for any claim or back charge where Seller has not been notified in the manner as set forth above.
5. **Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Seller's holidays). If Buyer requests Seller to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Buyer. If Seller's work is to be performed on the project site, Buyer will afford unrestricted access to Seller and its employees and agents to all work areas.
6. **Damage or Loss to Equipment.** In the case of equipment not to be installed by or under supervision of Seller, Seller shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Seller, Seller shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Seller, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Seller, Buyer agrees to promptly pay or reimburse



Seller an amount equal to the damage or loss which Seller incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.

7. **Delays.** Buyer shall prepare all work areas so as to be acceptable for Seller's work required hereunder. Buyer acknowledges that the contract sum is based upon Seller being able to perform the work in an orderly and sequential manner, as Seller so determines. If Seller's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Buyer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Buyer to control, then Buyer agrees that it will be liable to Seller for all increased costs and damages which Seller incurs as a result thereof. Furthermore, if Seller is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Seller's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.
8. **Warranty.** Seller warrants to Buyer that all tangible articles manufactured by Seller will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Seller, Seller's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Seller, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Seller in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Seller shall be borne by Buyer. Seller warrants that for equipment furnished and or installed, but not manufactured by Seller, Seller will extend the same warranty terms and conditions which Seller receives from the manufacturer of said equipment.

This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Seller. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Seller or authorized subcontractors of the Seller) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Seller. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Seller or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Seller's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Seller's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Seller when due. If cause of defect is found not to be Seller's responsibility, standard rates for repair or replacement and labor shall apply.
9. **Limitation of Liability.** In no event will Seller's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Laws and Permits.** Seller shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.
11. **Disputes.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Seller may have under construction mechanic or materialmen lien laws. Seller shall have the right to suspend affected services pending resolution of disputes.
12. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given or premium paid by Seller for insurance afforded by others.
13. **Clean Up.** Seller agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge Seller for any costs or expenses for clean up or otherwise without prior written notice and Seller's written consent.
14. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.



March 20, 2019

Mr. Jeff Garner
Director of Facilities
Town of Flower Mound
2121 Cross Timbers Rd
Flower Mound, TX 75028
Phone# 214-679-3866

Dear Mr. Garner,

Subject: Schneider Electric\TAC-Inet, SmartStruxure and EcoStruxure Control System Sole Source Affidavit of Manufacturer and factory training.

Schneider Electric\TAC is the sole manufacturer of the Inet DDC controllers and Inet Seven EMS software that provide controls throughout the Town of Flower Mound (TFM). The Schneider DDC controls, Inet Seven software, Inet hardware, SmartStruxure and EcoStruxure software's and SXWT hardware's provided to TFM are designed and manufactured by Schneider Electric.

Schneider is the only source for the products and training that are required to design, engineer, service and support legacy Inet Seven. The Transition (assimilation) process of Inet software and hardware into EcoStruxure (SmartStruxure), the next generation Schneider BMS software and hardware is already well into the fifth and sixth phase. These past and next generation are being implemented into the TFM has wholly been executed through Schneider Electric's specially trained employees.

Schneider has been providing the technical and maintenance support with the legacy Inet BMS. Schneider has been implementing the present and past Transition phases of each building one by one as planned in order of priority importance. These Transition phases have gone very well, directly because of the factory trained employees of Schneider Electric. Schneider employees trained to work on Inet are all 10 year plus Inet BMS veterans, who are provided with the necessary tools and years of hands on with the Inet BMS system in each building and the Transition process with Struxureware and EcoStruxure.

Should you have any questions, please contact our office.

Best Regards,

Mark A. Boyd

Mark Boyd
Account Manager\Systems Design Engineering
SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC.
Voice (972) 323-5396
Cell (214) 882-8398
Fax (972) 245-0996



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: April 1, 2019

FROM: Jeff Garner, Director of Facilities Management

ITEM: Consider approval of Professional Services Agreement with Braun Intertec for Construction Materials and Testing for the Flower Mound Storage Warehouse in the amount of \$20,036.00.

BACKGROUND INFORMATION: The Flower Mound Storage Warehouse will be a new 16,800 square foot building to be constructed at 1102 Duncan Lane (behind the O&M Building at 201 Spinks Road). The proposal from Braun Intertec is for construction materials and testing services, which the Town contracts separately from the building project.

FISCAL IMPACT: \$20,036.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$20,036.00	505-111-50103

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

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

ATTACHMENTS:

1. Professional Services Agreement

DRAFT MOTION: Move to approve as presented in the agenda caption.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
BRAUN INTERTEC CORPORATION**

This contract is entered into on this _____ day of _____, 2019 ____, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as "TOWN"), acting by and through its Town Manager, and **BRAUN INTERTEC CORPORATION**, ("hereinafter referred to as "CONSULTANT") whose address is

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to construction materials engineering and testing and other services for the Flower Mound Storage Warehouse ; and

WHEREAS, CONSULTANT is a construction materials engineering and testing firm qualified to provide such services and is willing to undertake the performance of such services for TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide the Flower Mound Storage Warehouse Construction Materials Engineering and Testing specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment

"A" hereto entitled "Project Proposal QTB094085" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Twenty Thousand-thirty-six and No/100 Dollars (\$20,036.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT.

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

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

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, within thirty (30) days of receipt of each such monthly invoice TOWN shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted.

Nothing contained in this Contract shall require TOWN to pay for any work that TOWN has determined has not been successfully completed or is unsatisfactory as

determined by TOWN, or which is not otherwise submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which TOWN may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

VII.

Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of TOWN and shall be delivered to TOWN

without restriction on future use. CONSULTANT may retain in its files copies of all drawings, specifications and all other pertinent information for the work. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VIII. Insurance

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

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

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028
Email: purchasing@flower-mound.com

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations

Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;

3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

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

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

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

Jeff Garner
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6064 Telephone

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

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

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

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. The TOWN's decision(s) thereon shall be final;
2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
3. All liability policies required herein, save and except Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.

D. CONSULTANT agrees to the following:

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

denial of liability by the insurance company exonerate CONSULTANT from liability; and

4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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

IX.

Right to Inspect Records

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

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

X.

Successors and Assigns

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

XI.

CONSULTANT's Liability

Acceptance of the final plans by the TOWN shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working

drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants. In this regard, CONSULTANT acknowledges that TOWN is retaining CONSULTANT to provide the services described herein, in reliance upon CONSULTANT's specialized expertise and experience, and in reliance thereon.

XII. Indemnification

THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE LIMITATIONS OF TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 WILL STILL NAME TOWN AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

XIII. Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of TOWN in the performance of this Contract. No term or provision of or act of CONSULTANT or TOWN under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors

and engineers and the doctrine of respondeat superior shall not apply as between TOWN and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between TOWN and CONSULTANT.

XIV. Default

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

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

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to TOWN; or
- (c) Monetary damages in an amount not to exceed:
 - (1) The amount of any applicable insurance coverage CONSULTANT is required to purchase and maintain under this Contract plus any deductible amount to be paid by CONSULTANT in conjunction with said coverage regardless of whether CONSULTANT has actually purchased and maintained said coverage, plus any additional insurance maintained by CONSULTANT in excess or in addition to the coverage required under this Contract; plus
 - (2) The total dollar amount of this Contract.

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning TOWN, its affiliates and subsidiaries, and all oral and written information concerning TOWN or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such

information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority or by law, as determined by TOWN's attorney.

XIX.
Notice Information

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

Jeff Garner
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6064 Telephone

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

S. Brent McNeme, P.E. (TX)
Associate Principal | Business Unit Manager
2436 East Randol Mill Road | Arlington, TX 76011
817.786.5989 direct | 972.268.1171 mobile
BMcNeme@braunintertec.com

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

XX.
Applicable Law

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

XXI.
Non-Discrimination

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

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

XXII.

Arbitration

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

XXIII.

No Waiver of Governmental Immunity

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

XXIV.

Severability

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

XXV.

Remedies

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

XXVI.

Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

This Contract is fully performable in Denton County, Texas, and the parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXX.
No Third Party Beneficiary

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

intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[The remainder of this page left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

By: _____
The Honorable Steve Dixon
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
BRAUN INTERTEC CORPORATION

By: *S. Brent McName*

Name: **S. Brent McName**
 Title: **Associate Principal/Business Unit Manager**
 Date Signed: 3-13-2019

State of Texas §
 §
 County of Dallas §

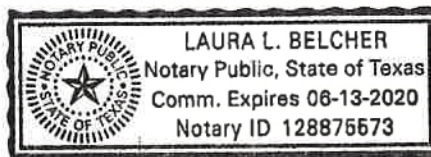
This instrument was acknowledged before me on the 13 day of March, 2019, by S. Brent McName in his capacity as Assoc. Principal of Braun Intertec, a S Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 13th DAY OF March, 2019.

Laura L. Belcher
 Notary Public, State of Texas

My Commission Expires:

6/13/2020





The Science You Build On.

Project Proposal

QTB094085
Flower Mound Warehouse
Client:

Town of Flower Mound
 Jeff Garner
 2121 Cross Timbers Road
 Flower Mound, TX 75028
 (972) 874-6064
 accountspayable@flower-mound.com

Work Site Address:

1101 Duncan Lane
 Flower Mound, TX

Service Description:

Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Construction Materials Testing				
Activity 1.1	Foundation Earthwork Observations				\$4,606.00
1156	Atterberg Limits	4.00	Each	65.00	\$260.00
1165	Material Finer than No. 200	4.00	Each	35.00	\$140.00
1318	Standard Proctor	4.00	Each	140.00	\$560.00
207	Technician Time	64.00	Hour	42.00	\$2,688.00
A2250C	Nuclear Moisture/Density Gauge, per day	8.00	Each	55.00	\$440.00
1861	CMT Trip Charge	8.00	Each	35.00	\$280.00
209	Sample pick-up	4.00	Hour	42.00	\$168.00
1861	CMT Trip Charge	2.00	Each	35.00	\$70.00
Activity 1.2	Site Earthwork Observations				\$6,711.00
1156	Atterberg Limits	2.00	Each	65.00	\$130.00
1165	Material Finer than No. 200	2.00	Each	35.00	\$70.00
1318	Standard Proctor	2.00	Each	140.00	\$280.00
207	Technician Time	96.00	Hour	42.00	\$4,032.00
A2250C	Nuclear Moisture/Density Gauge, per day	20.00	Each	55.00	\$1,100.00
1861	CMT Trip Charge	28.00	Each	35.00	\$980.00
209	Sample pick-up	2.00	Hour	42.00	\$84.00
1861	CMT Trip Charge	1.00	Each	35.00	\$35.00
Activity 1.3	Foundation Reinforcement and Concrete Observations				\$2,058.00
261	Technician Time	23.00	Hour	42.00	\$966.00
1364	Compressive strength of concrete cylinders (ASTM C 39), per specimen	35.00	Each	16.00	\$560.00
1861	CMT Trip Charge	5.00	Each	35.00	\$175.00
278	Concrete Cylinder Pick up	6.00	Hour	42.00	\$252.00
1861	CMT Trip Charge	3.00	Each	35.00	\$105.00
Activity 1.4	Site Reinforcement and Concrete Observations				\$3,986.00
261	Technician Time	43.00	Hour	42.00	\$1,806.00
1364	Compressive strength of concrete cylinders (ASTM C 39), per specimen	75.00	Each	16.00	\$1,200.00
1861	CMT Trip Charge	11.00	Each	35.00	\$385.00
278	Concrete Cylinder Pick up	10.00	Hour	42.00	\$420.00
1861	CMT Trip Charge	5.00	Each	35.00	\$175.00
Activity 1.5	Anchor Bolt Inspections				\$315.00
112	CWI Technician Time	4.00	Hour	70.00	\$280.00
1861	CMT Trip Charge	1.00	Each	35.00	\$35.00



Project Proposal
QTB094085
Flower Mound Warehouse

Activity 1.6		Report Preparation and Review				\$2,360.00
189	Project Engineer	4.00	Hour	120.00		\$480.00
226	Project Manager	17.00	Hour	90.00		\$1,530.00
238	Project Assistant	10.00	Hour	35.00		\$350.00
Phase 1 Total:						\$20,036.00

Proposal Total:	\$20,036.00
------------------------	--------------------



TOWN COUNCIL AGENDA ITEM NO. 10

REGULAR ITEM

DATE: April 1, 2019

FROM: Chuck Russell, Town Planner

ITEM: Public Hearing to consider a request for rezoning (ZPD18-0012 - Lisanti Cell Tower) to amend Planned Development-135 (PD-135) with Campus Industrial (CI) uses to allow development of a communication tower, to modify the development standards, and request certain modifications and exceptions to the Code of Ordinances as related to the subject property including reduction of required landscaping, and consider adopting an ordinance providing for said amendment. The property is generally located south of Spinks Road and east of Long Prairie Road. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its February 25, 2019, meeting.) (The Town Council moved to postpone this item on the March 4, 2019, meeting, at the applicants request.) (The Planning and Zoning Commission recommended approval by a vote of 7 to 0 at its March 25, 2019, meeting.)*

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. On February 25, 2019, the Planning and Zoning Commission (P&Z) considered this item and recommended approval by a vote of 6 to 0. After the P&Z meeting, staff was informed that the property owner and the applicant were in the process of modifying the final location of the proposed tower and associated equipment compound on the subject property. On March 4, 2019, the Town Council tabled this item until the March 18, 2019 meeting to allow the applicant and the property owner time to resolve the final location issue.

The applicant and property owner were able to resolve the issue and agreed to move the proposed tower and compound further north and west on the site (see additional analysis in Attachment 1). However, the proposed changes are substantive in nature and staff recommended the item be remanded back to P&Z for consideration prior to final Town Council action. On March 18, 2019, the Town Council remanded the item back to P&Z for consideration on the March 25, 2019 agenda. On March 25, 2019, P&Z recommended approval of the modified plan which includes the new tower location and removal of landscaping around the compound wall.

ATTACHMENTS:

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

LEGAL REVIEW: Ashley Dierker, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

DRAFT MOTION: Move to approve as presented in the agenda caption.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 2 REGULAR ITEM

DATE: March 25, 2019

FROM: Chuck Russell, Town Planner

ITEM: Public Hearing to consider a request for rezoning (ZPD18-0012 - Lisanti Cell Tower) to amend Planned Development-135 (PD-135) with Campus Industrial (CI) uses to allow development of a communication tower, to modify the development standards, and request certain modifications and exceptions to the Code of Ordinances as related to the subject property, **including reduction of required landscaping**. The property is generally located south of Spinks Road and east of Long Prairie Road.

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There are no outstanding issues.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

On February 25, 2019, the Planning and Zoning Commission (P&Z) considered this item and recommended approval by a vote of 6 to 0. After the P&Z meeting, staff was informed that the property owner and the applicant were in the process of modifying the final location of the proposed tower and associated equipment compound on the subject property. On March 4, 2019, the Town Council tabled this item until the March 18, 2019 meeting to allow the applicant and the property owner time to resolve the final location issue.

The applicant and property owner were able to resolve the issue and agreed to move the proposed tower and compound further north and west on the site (see additional analysis below). However, the proposed changes are substantive in nature and staff recommended the item be remanded back to P&Z for consideration prior to final Town Council action. On March 18, 2019, the Town Council remanded the item back to P&Z for consideration on the March 25, 2019 agenda.

The purpose of this application is to request approval of amendments to Planned Development District No. 135 (PD-135) Specific Use Permit (SUP-451) to allow the construction of a 120-foot-tall communication tower on a 1,600-square-foot internal parcel (land lease from property owner). The subject property contains a total of 24.05 acres. Ordinance No. 46-14 for PD-135 was approved by Town Council on

August 4, 2014. PD-135 allows Campus Industrial (CI) District uses and is controlled by a conceptual site plan depicting two warehouse/distribution buildings with a total of 350,000 square feet of floor area. Both buildings have been constructed and are occupied along with associated parking and landscaping.

The concept plan for PD-135 has been updated with this request to depict the 120-foot-tall, self-support tower, associated equipment cabinet, and an eight-foot-tall masonry enclosure to be constructed within the above referenced internal parcel. The new proposed location of the tower and compound is still near the northwest corner of PD-135 and currently developed with truck trailer parking spaces. However, the proposed tower and compound have been moved 39 feet to the north (closer to the Spinks Road right-of-way) compared to the location previously considered by P&Z. The facility has also shifted west approximately 14 feet.

As depicted on the attached elevations, the design is a standard metal monopole with space for three wireless carriers. The conceptual elevations will provide for a masonry enclosure with materials to match those on the main buildings. The applicant is now requesting to modify the following landscaping requirement in Section 98-977 of the Code of Ordinances:

- (8) Landscaping and screening. Commercial communication towers shall comply with the screening requirements of section 82-301 of this Code, residential compatibility standards, subject to the following provisions:*
- a. The landscape screen or wall shall be placed around the perimeter of the tower and any accessory structures, including guy anchors, provided that the screening requirement shall be waived when the base of the tower is not visible from adjacent lots or rights-of-way. Landscaping shall be placed on the outside of fences.*

In lieu of planting trees around the perimeter of the compound wall, the applicant is requesting that the existing landscaping along Spinks Road and west of the compound suffice. The southern and eastern walls of the compound face internally towards the existing warehouse and substation.

Section 98-977 of the Code of Ordinances contains additional provisions for the construction of commercial communication towers (see below). If approved, 12 of the 13 requirements either have been met or will be met through the permitting processes of the Town, the Federal Communications Commission (FCC), the Federal Aviation Administration (FAA), and any other governing agencies (see above).

Sec. 98-977. - Communication tower, commercial.

A commercial communication tower shall comply with the following standards:

- (1) Height. The height of commercial communication towers shall be measured from the average grade of the ground adjacent to the base to the highest point on the structure. If located on a building, the height of the tower shall include the height of the building. Commercial communication towers shall not be subject to the height regulations of the district in which they are located, provided that they shall not encroach into or through any established public or private airport approach path as established by the Federal Aviation Administration.

- (2) Setbacks. The principal support structure of all commercial communication towers shall conform to the minimum setback standards of the district in which the use is located. In addition, the following setback standards shall apply to all commercial communication towers:
 - a. Commercial communication towers shall be located so as to provide a minimum distance from the tower to all property lines equal to 20 percent of the height of the tower.
 - b. Commercial communication towers shall be set back a minimum of 50 feet from any existing or planned street right-of-way line.
 - c. Commercial communication towers shall be set back a minimum of 50 feet from any property line adjacent to a residential district.
- (3) Residential districts. When a commercial communication tower is proposed in or adjacent to a residential district, it shall be demonstrated that existing or approved commercial communication towers within the proposed service area cannot accommodate the equipment planned to be located on the proposed commercial communications tower. Factors to be considered in evaluating the practicality of siting a tower would include structural capacity, RF interference, geographic service area requirements, and cost (if fees and costs for sharing would exceed the cost of the new tower).
- (4) Anchor location. Commercial communication tower peripheral supports and guy anchors may be located within required yard setbacks, provided that they shall be located entirely within the boundaries of the property on which the tower is located and shall be located no closer than five feet from any property line and no closer than 20 feet from a property line if the tower is adjacent to a single-family residential district or residential uses. All commercial communication tower supports and peripheral anchors shall be set back a minimum of 50 feet from any existing or planned street right-of-way line.
- (5) Location of accessory structures. All structures accessory to a commercial communication tower, other than peripheral guy anchors, shall conform to the setback standards for the district in which the use is located.
- (6) Fencing. A solid fence or wall of brick, stone or approved masonry construction not less than eight feet in height from finished grade shall be constructed around each commercial communication tower and around each guy anchor, if used. Access to the tower shall be through a locked gate. Barbed wire shall be used along the top of the fence or wall if it is necessary to preclude unauthorized access to the tower.
- (7) High voltage signs. If high voltage is necessary for the operation of the commercial communication tower and, it is present in a ground grid or in the tower, signs located every 20 feet and attached to the fence or wall shall display in large bold letters the following: "HIGH VOLTAGE - DANGER."
- (8) Landscaping and screening. Commercial communication towers shall comply with the screening requirements of section 82-301 of this Code, residential compatibility standards, subject to the following provisions:
 - a. The landscape screen or wall shall be placed around the perimeter of the tower and any accessory structures, including guy anchors, provided that the screening requirement shall be waived when the base of the tower is not visible from adjacent lots or rights-of-way. Landscaping shall be placed on the outside of fences.
 - b. The requirements of section 82-303 of this Code, compatibility setback, shall not apply to commercial communication towers.

- (9) Additional uses permitted on lot. Commercial communication towers may be located on lots containing another principal use, and may occupy a leased parcel on a lot meeting the minimum lot size requirement of the district in which it is located. Towers and their associated equipment shall be separated from other structures on the lot by a minimum distance of 50 feet.
- (10) Aircraft hazard. Commercial communication towers shall not encroach into or through any established public or private airport approach path as established by the Federal Aviation Administration.
- (11) Shared use. To encourage shared use, all applicants for commercial communication towers shall issue and advertise for a two-week period a request for information (RFI) to obtain information from potential lessors.
- (12) Removal of obsolete facilities. All obsolete or unused commercial communication towers shall be removed within 12 months of cessation of use.
- (13) Radiation standards. A commercial communication tower shall comply with current Federal Communications Commission standards for nonionizing electromagnetic radiation (NIER).

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 Specific Use Permit requests. At the time this report was written, staff had not received any correspondence regarding the request.

IV. ATTACHMENTS

A. Background Information

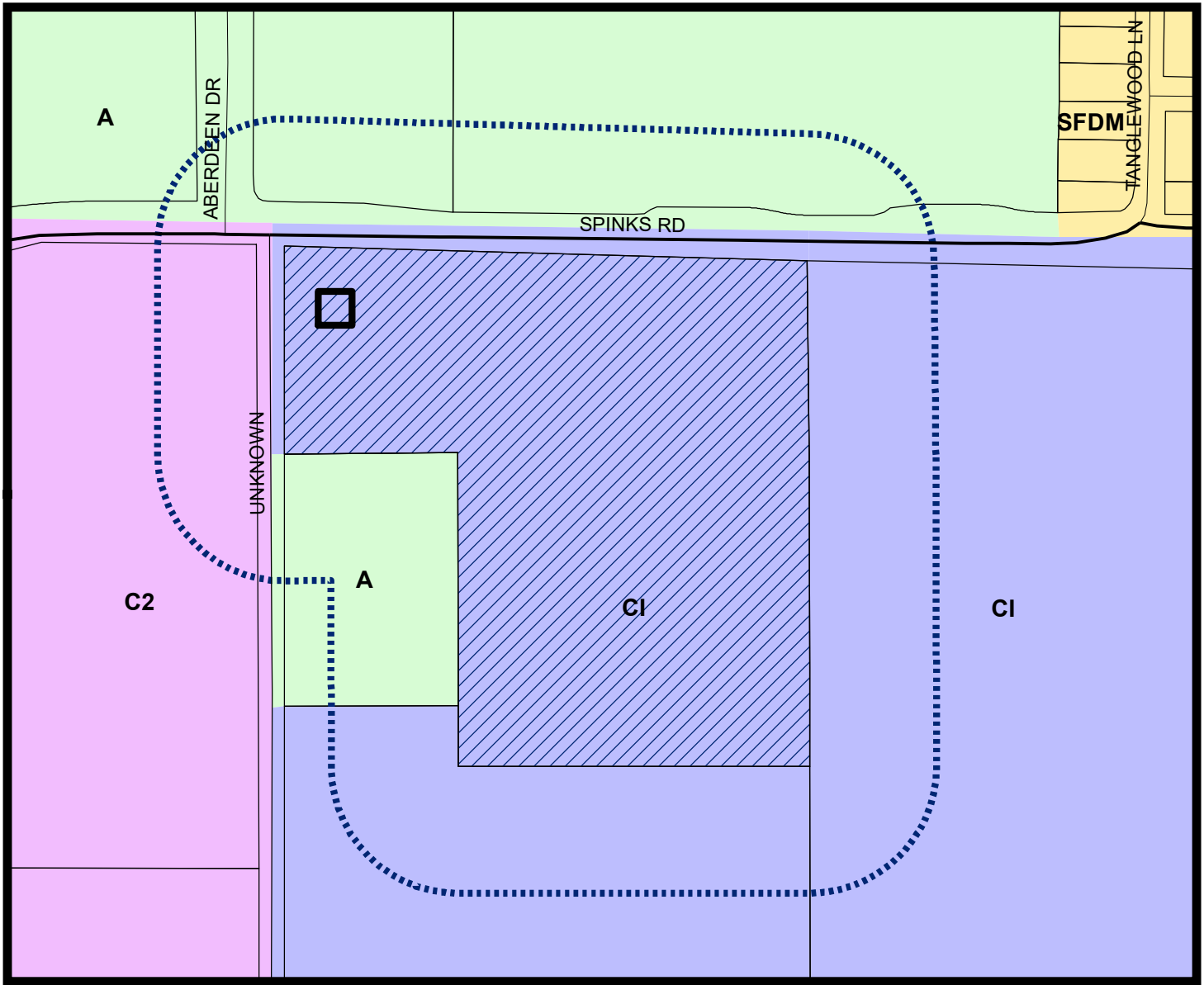
- 1. Vicinity Map
- 2. Letter of Intent

B. Application Details

- 1. Planned Development Package

Vicinity Map

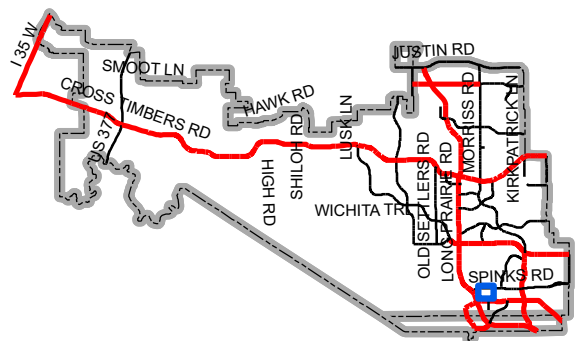
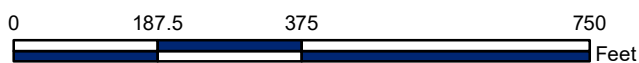
Reference Project: ZPD18-0012



LEGEND

- Agriculture
- Campus Industrial
- Commercial 2
- Single Family Density Medium

- Subject Property
- 200 ft Notification Buffer around Property



Map Location



January 29, 2019

The Honorable Members of
The Flower Mound Town Council and The Flower Mound Planning and Zoning Commission
2121 Cross Timbers Road
Flower Mound, TX 75028

RE: ZPD18-0012 Letter of Intent
Amendment of PD135 to allow development of a communication tower at 2010 Lakeside

Dear Members of the Town Council and Planning and Zoning Commission:

American Towers LLC represented by Crafton Communications, Inc, is pleased to submit this Application for Amendment of PD135 to allow development of a 120 FT Monopole Communication Tower with a 40 FT by 40 FT screened and landscaped equipment compound at 2010 Lakeside Parkway. The proposed site is part of a 12.08 Acre Planned Development in PD 135. The parent parcel has a base zoning of CI, Campus Industrial, and is currently developed as a food distribution center. The initial tenant on the communication tower will be Verizon.

The subject study area for this facility is generally bounded by Grapevine Lake on the west and south, Lexington Avenue on the east and Red Oak Lane on the north. Recently, there has been a significant increase in wireless service demand for the very limited capacity in this part of Flower Mound, centering primarily on the intersection of Lakeside Parkway and Long Prairie Road. This proposal is aimed at addressing the concern for better wireless coverage before there is a problem for general purpose calls and emergency calls. One of the attached exhibits, titled "as is", illustrates current signal coverage in the area. Please note the need for improvement in signal coverage, indicated by yellow and purple shading. The second of the signal coverage maps, titled "as improved", shows significant improvement to coverage in the Lakeside commercial area and surrounding neighborhoods made possible by placing the proposed telecommunications site into operation.

This site, being just 500 feet from the original search center is considered a central location, and does a very good job of improving coverage within the entire area. Each new wireless platform in the receiving area will make 911 call location modeling a bit more precise by reducing the size of the geometric areas such models use.

The search for a site was thorough, and it should be noted that there were no opportunities for collocating on existing structures, an option that is much preferred whenever possible. With approval of this site, the Town will be encouraging other telecom carriers to collocate on the American Towers LLC structure.

Finally, American Towers LLC is happy to address the project's land use compatibility. In the area immediately surrounding the site there are light industrial buildings with stucco, rock and other masonry facades, situated on landscaped lots with paved parking. There is also an Oncor Electrical Substation

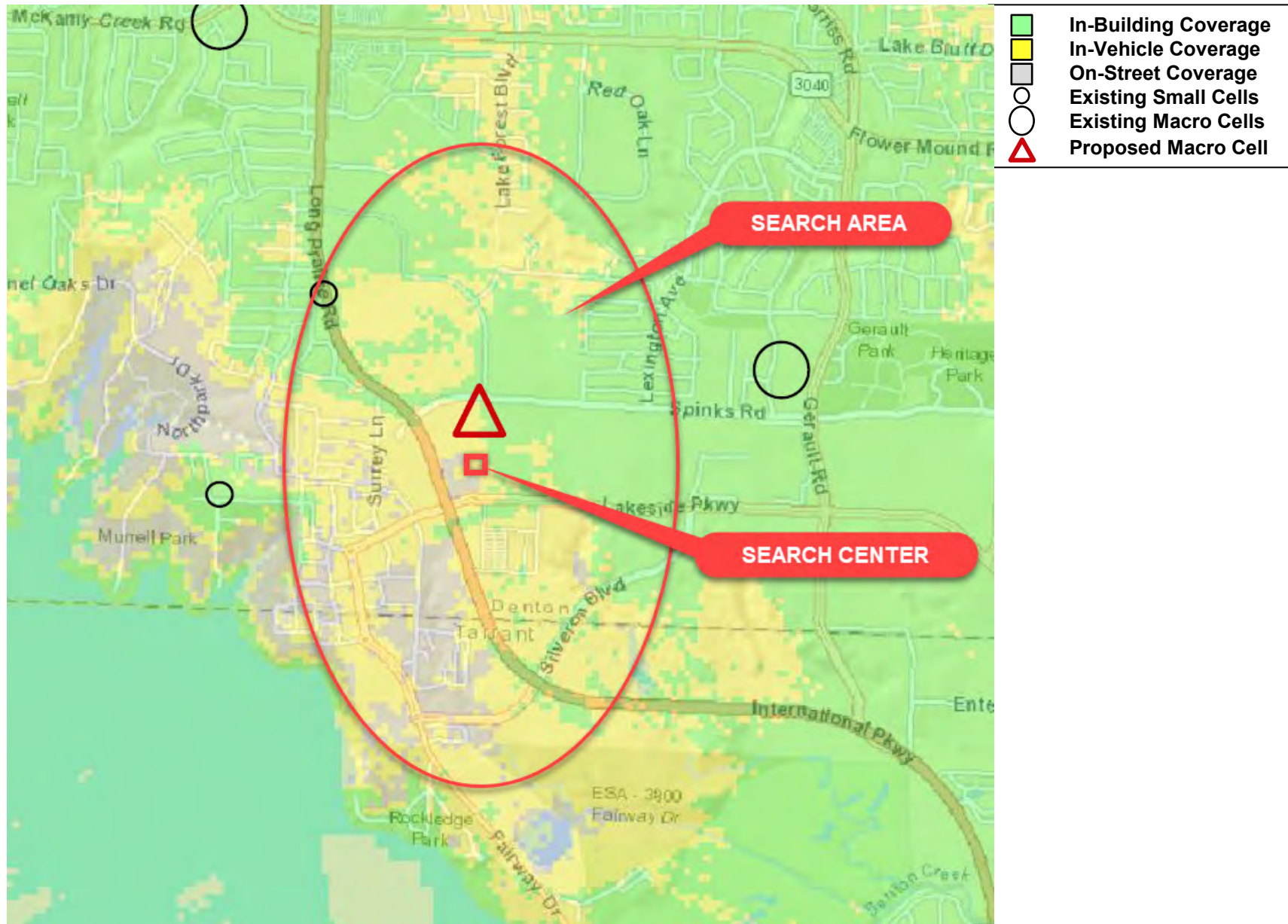
located just a few feet south of the proposed site. The land use intensity of the Oncor site is significantly greater than the proposed American Towers LLC site. The proposed site will be compatible with this industrial neighborhood. The compound will be surrounded by a stucco covered screening wall matching the color of the primary building on the property and other wall surfaces in the industrial park. Landscaping, matching the quality of the landscaping on the primary building lot, will also surround the wall, softening the overall look of the site and helping to buffer the northern view of the Oncor site.

American Towers LLC and Verizon are proud to be of service to the people who call Flower Mound home. This un-manned site will work hard to serve the community without placing any service demand on drainage, water, sewer, schools, parks or roads.

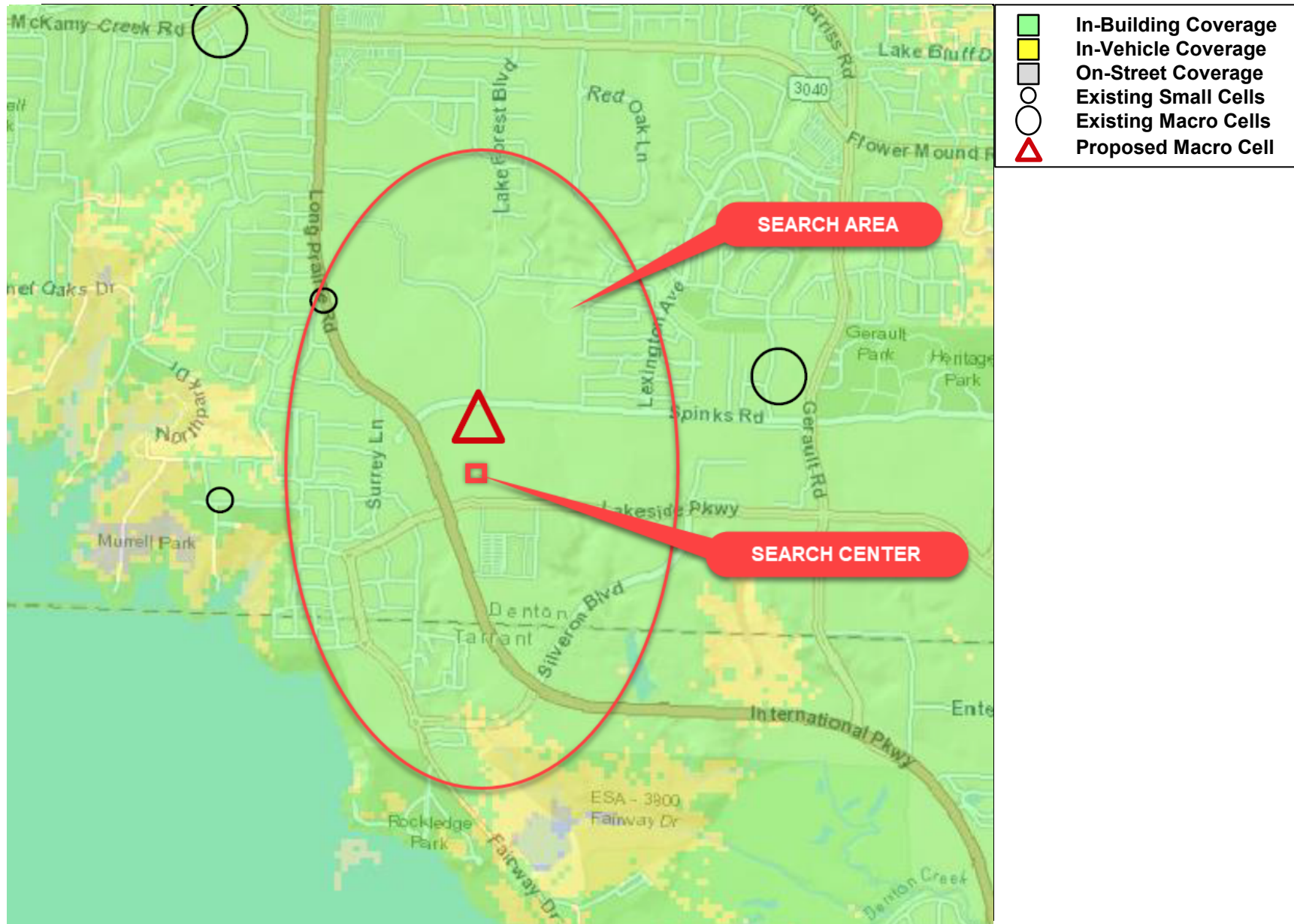
We look forward to visiting with you regarding this project.
Thank you for your thoughtful consideration.

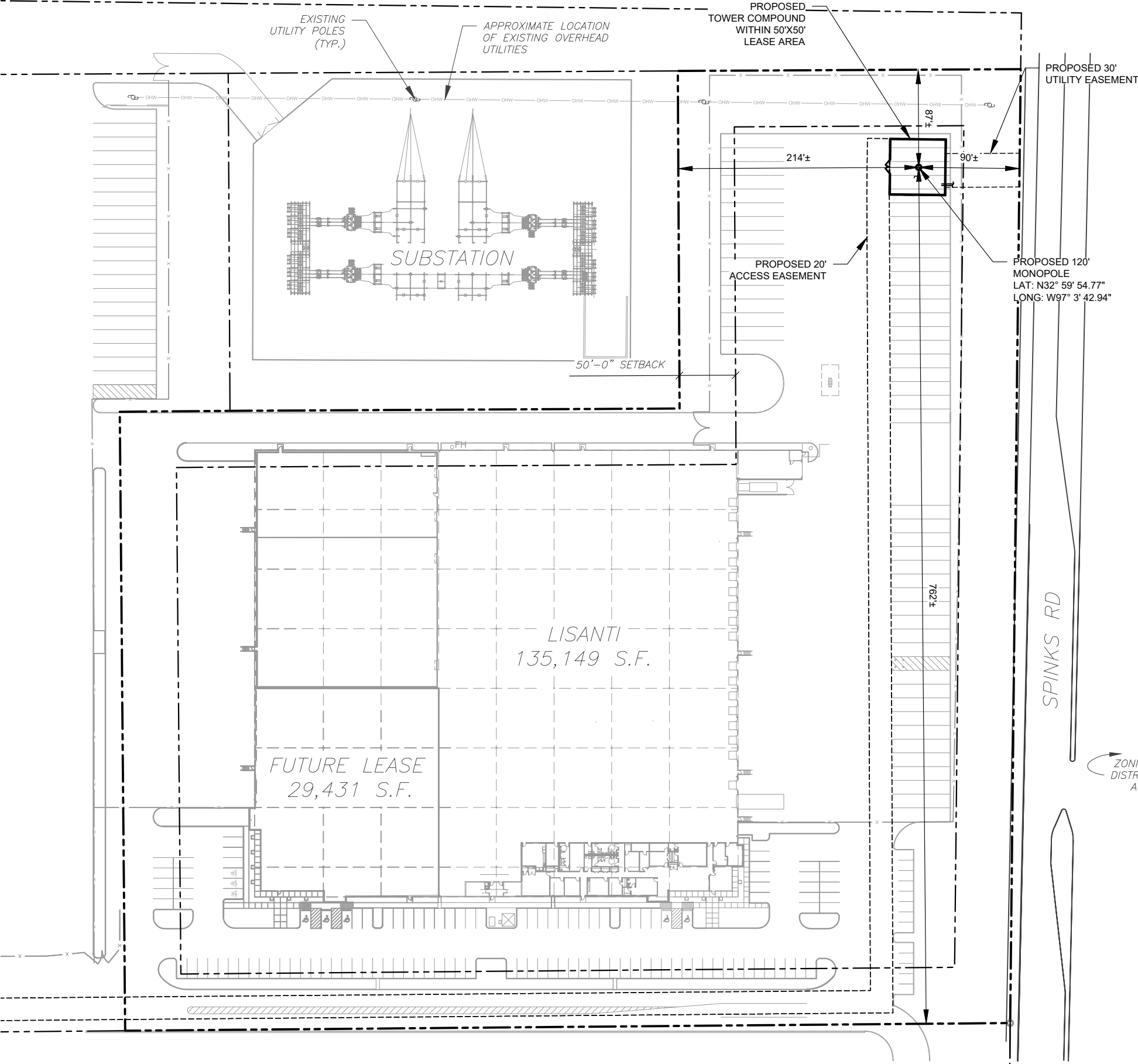
Doug Henderson, AICP
Site Acquisition Contractor
Crafton Communications, Inc.
1870 Crown Drive, Suite 1500
Dallas, TX 75234
817-729-7006

“As Is” Footprint



“As Improved” Footprint





- NOTES:
- BOUNDARY INFORMATION WAS OBTAINED FROM SURVEY DATED 03/14/19 BY POINT TO POINT.
 - ZONING INFORMATION OBTAINED FROM THE TOWN OF FLOWER MOUND ZONING ORDINANCE.

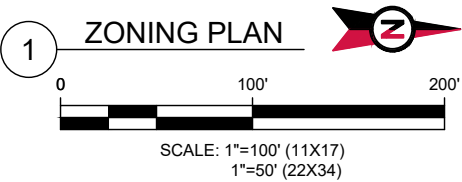
ZONING INFORMATION		
DISTRICT: LAKESIDE BUSINESS DISTRICT / PD135C1		
	REQ'D:	PROP.:
MAX HEIGHT	**	120'
MIN FRONT YARD SETBACK:	50'	214'±
MIN SIDE YARD SETBACK:	50'	87'±
MIN REAR YARD SETBACK:	50'	90'±
**SEC 98-977 (2) (a) - COMMERCIAL COMMUNICATION TOWERS SHALL BE LOCATED SO AS TO PROVIDE A MINIMUM DISTANCE FROM THE TOWER TO ALL PROPERTY LINES EQUAL TO 20 PERCENT OF THE HEIGHT OF THE TOWER.		

LEGEND	
	EXISTING PROPERTY
	EXISTING ADJ. PROPERTY
	EXISTING EASEMENT
	EXISTING CONTOUR (MAJOR)
	EXISTING CONTOUR (MINOR)
	EXISTING TREELINE
	EXISTING CHAINLINK FENCE
	EXISTING BUILDING
	EXISTING ROAD (STONE)
	EXISTING ROAD (PAVED)
	EXISTING UTILITY POLE
	EXISTING OVERHEAD WIRE

CIVIL LEGEND	
	PROPOSED LEASE AREA
	PROPOSED CONTOUR (MINOR)
	PROPOSED CONTOUR (MAJOR)
	PROPOSED EASEMENT
	PROPOSED FENCE
	PROPOSED GROUND SPACE

PARKING REDUCTION: 6 TRAILER STALLS
EXISTING TRAILER STALLS: 60 -6 = 54 TRAILER STALLS

CASE NUMBER: ZPD18-0012



THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OR SERVICE ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER. THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICAN TOWER OR THE SPECIFIED CARRIER IS STRICTLY PROHIBITED. TITLE TO THESE DOCUMENTS SHALL REMAIN THE PROPERTY OF AMERICAN TOWER WHETHER OR NOT THE PROJECT IS EXECUTED. NEITHER THE ARCHITECT NOR THE ENGINEER WILL BE PROVIDING ON-SITE CONSTRUCTION REVIEW OF THIS PROJECT. CONTRACTOR(S) MUST VERIFY ALL DIMENSIONS AND ADVISE AMERICAN TOWER OF ANY DISCREPANCIES. ANY PRIOR ISSUANCE OF THIS DRAWING IS SUPERSEDED BY THE LATEST VERSION ON FILE WITH AMERICAN TOWER.

REV.	DESCRIPTION	BY	DATE
	FOR CONSTRUCTION	SRF	10/22/18
	UPDATED OVERALL SKETCH	KL	01/24/19
	REVISED LOCATION	NRP	03/14/19
	REVISED PARKING	NRP	03/15/19

ATC SITE NUMBER:
204065
ATC SITE NAME:
LAKESIDE VILLAGE

SITE ADDRESS:
2010 LAKESIDE PARKWAY
FLOWER MOUND, TX 75028

SEAL:

DRAWN BY:	SRF
APPROVED BY:	KRF
DATE DRAWN:	10/22/18
ATC JOB NO:	12607385

ZONING EXHIBIT PLAN

SHEET NUMBER:
C-101

REVISION:
4

SITE PLAN NOTES:

1. THIS SITE PLAN REPRESENTS THE BEST PRESENT KNOWLEDGE AVAILABLE TO THE ENGINEER AT THE TIME OF THIS DESIGN. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO CONSTRUCTION AND VERIFY ALL EXISTING CONDITIONS RELATED TO THE SCOPE OF WORK FOR THIS PROJECT.
2. ICE BRIDGE, CABLE LADDER, COAX PORT, AND COAX CABLE ARE SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL CONFIRM THE EXACT LOCATION OF ALL PROPOSED AND EXISTING EQUIPMENT AND STRUCTURES DEPICTED ON THIS PLAN. BEFORE UTILIZING EXISTING CABLE SUPPORTS, COAX PORTS, INSTALLING NEW PORTS OR ANY OTHER EQUIPMENT, CONTRACTOR SHALL VERIFY ALL ASPECTS OF THE COMPONENTS MEET THE ATC SPECIFICATIONS.

PARKING REDUCTION: 6 TRAILER STALLS
EXISTING TRAILER STALLS: 60 -6 = 54 TRAILER STALLS

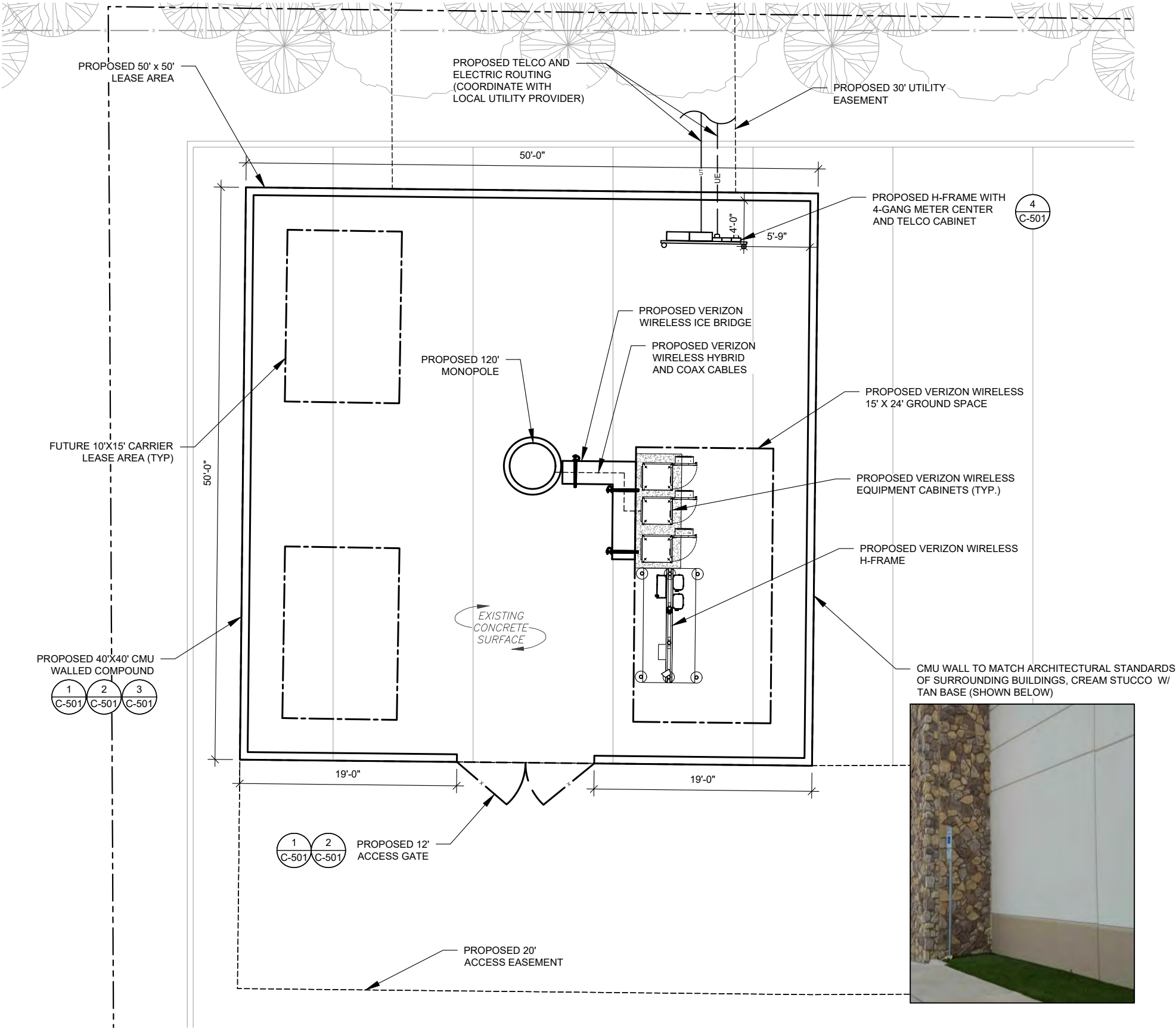
CIVIL LEGEND

- -----XXX-----

-----XXX-----

-----x-----x-----

- PROPOSED LEASE AREA
PROPOSED CONTOUR (MINOR)
PROPOSED CONTOUR (MAJOR)
PROPOSED EASEMENT
PROPOSED FENCE
PROPOSED GROUND SPACE





AMERICAN TOWER®
ATC TOWER SERVICES, LLC
3500 REGENCY PARKWAY
SUITE 100
CARY, NC 27518
PHONE: (919) 468-0112
COA: F-6274

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REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	SRF	10/22/18
1	UPDATED OVERALL SKETCH	KL	01/24/19
3	REVISED LOCATION	NRP	03/14/19

ATC SITE NUMBER:
204065

ATC SITE NAME:
LAKESIDE VILLAGE

SITE ADDRESS:
2010 LAKESIDE PARKWAY
FLOWER MOUND, TX 75028

SEAL:

DRAWN BY:	SRF
APPROVED BY:	KRF
DATE DRAWN:	10/22/18
ATC JOB NO:	12607385

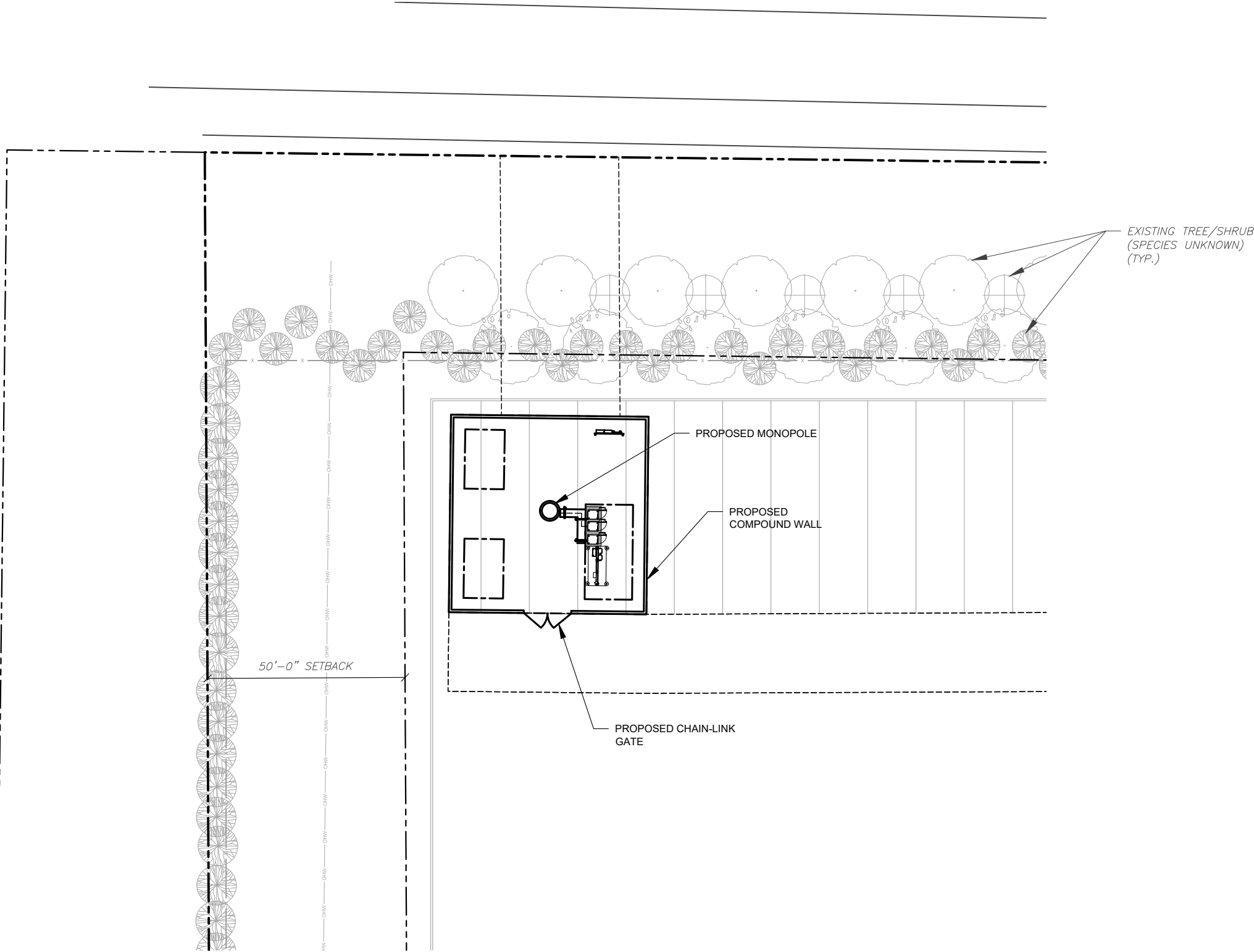
CONCEPTUAL SITE PLAN

SHEET NUMBER:
C-102

REVISION:
3

PLANTING PLAN NOTES:

1. THERE IS NO PROPOSED LANDSCAPING AROUND THE TOWER SITE DUE TO THE EXISTING LANDSCAPING ON THE PERIMETER OF THE EXISTING PROPERTY.



1 PLANTING PLAN



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PLANTING PLAN

SHEET NUMBER:	REVISION:
C-201	3

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2	REVISED CMU WALL	KL	02/27/19
3	REVISED LOCATION	NRP	03/14/19

ATC SITE NUMBER:
204065
ATC SITE NAME:
LAKESIDE VILLAGE

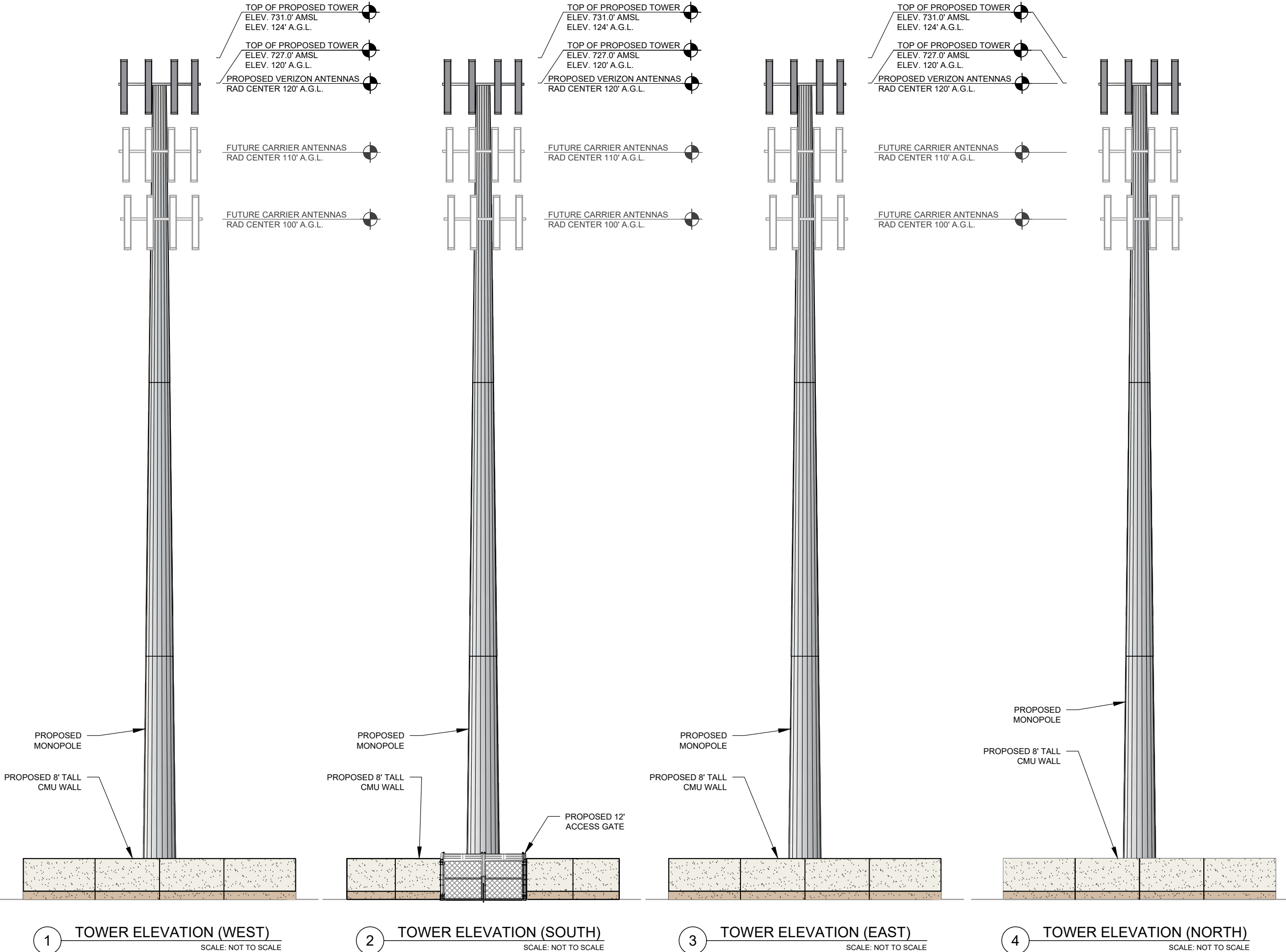
SITE ADDRESS:
2010 LAKESIDE PARKWAY
FLOWER MOUND, TX 75028

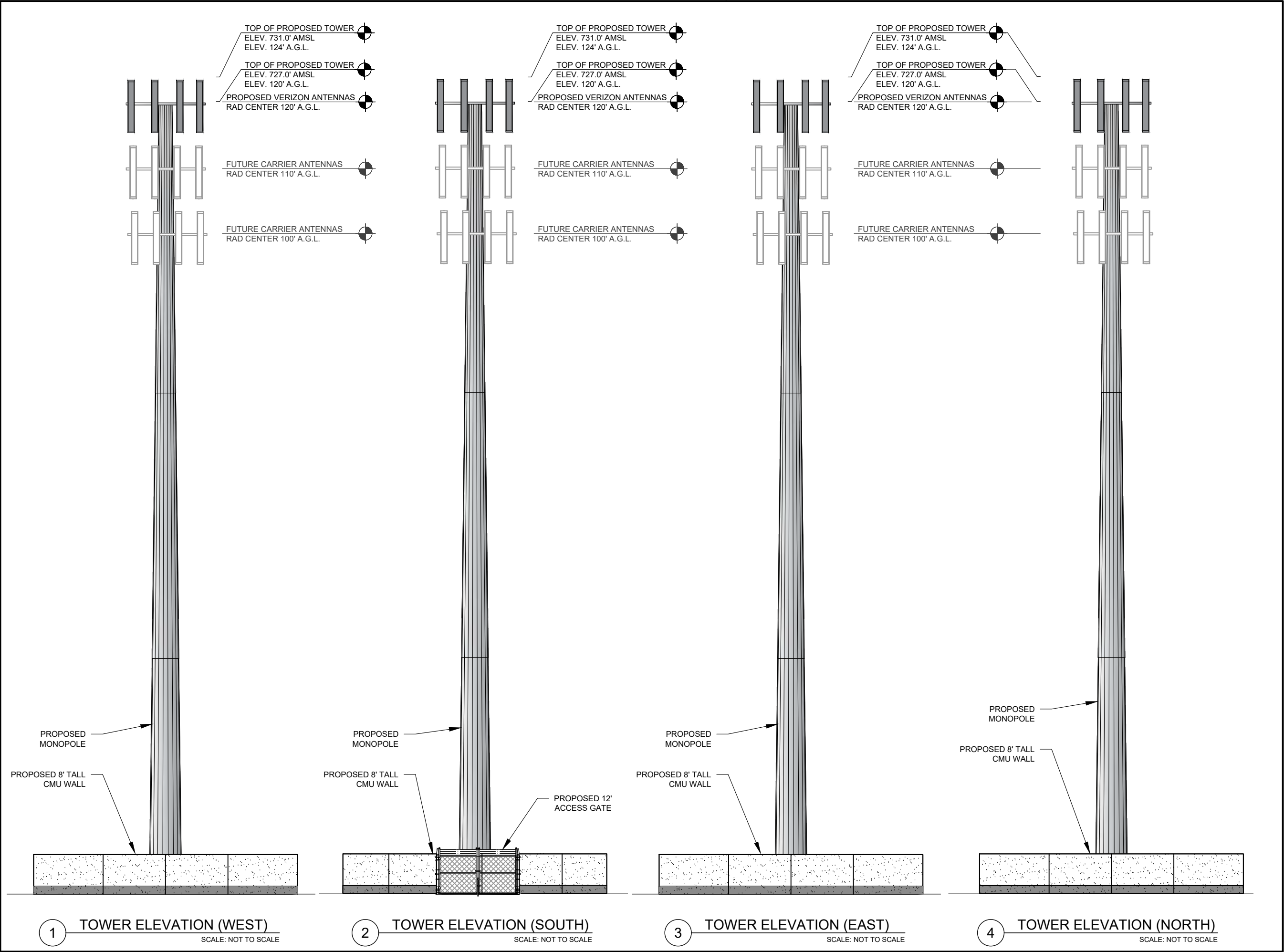
SEAL:

DRAWN BY:	SRF
APPROVED BY:	KRF
DATE DRAWN:	10/22/18
ATC JOB NO:	12607385

COLOR ELEVATIONS

SHEET NUMBER: C-301	REVISION: 3
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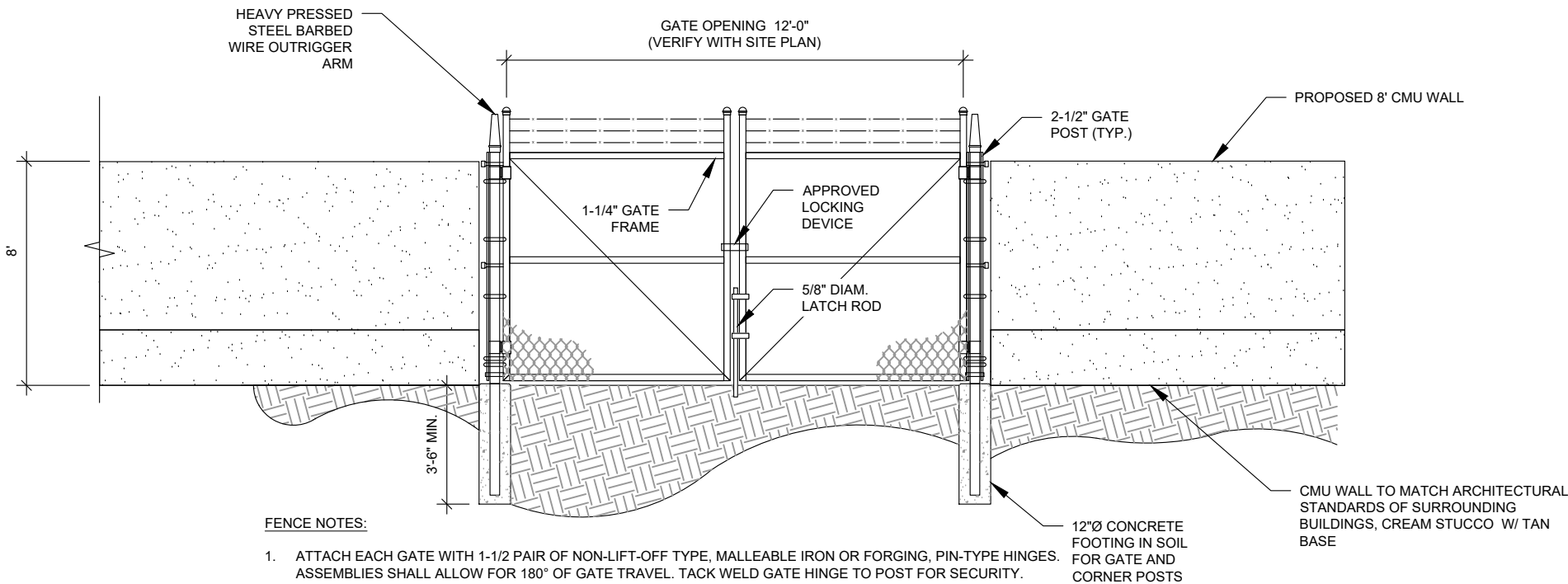
SEAL:

DRAWN BY:	SRF
APPROVED BY:	KRF
DATE DRAWN:	10/22/18
ATC JOB NO:	12607385

BLACK AND WHITE ELEVATIONS

SHEET NUMBER: C-302	REVISION: 3
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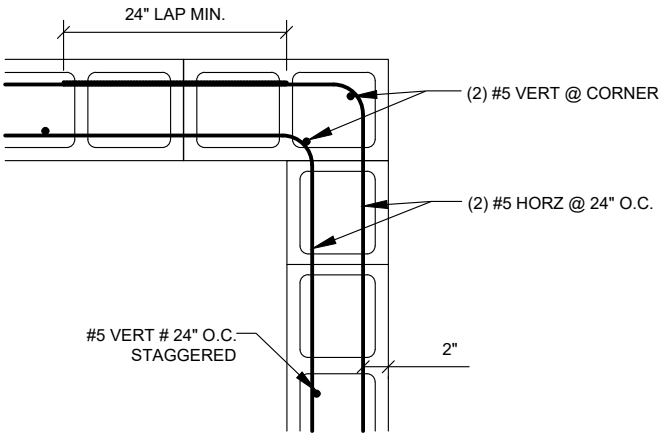
FENCE NOTES:

1. ATTACH EACH GATE WITH 1-1/2 PAIR OF NON-LIFT-OFF TYPE, MALLEABLE IRON OR FORGING, PIN-TYPE HINGES. ASSEMBLIES SHALL ALLOW FOR 180° OF GATE TRAVEL. TACK WELD GATE HINGE TO POST FOR SECURITY.
2. POSTS NOT TO EXCEED A MAXIMUM SEPARATION OF 10 FEET.

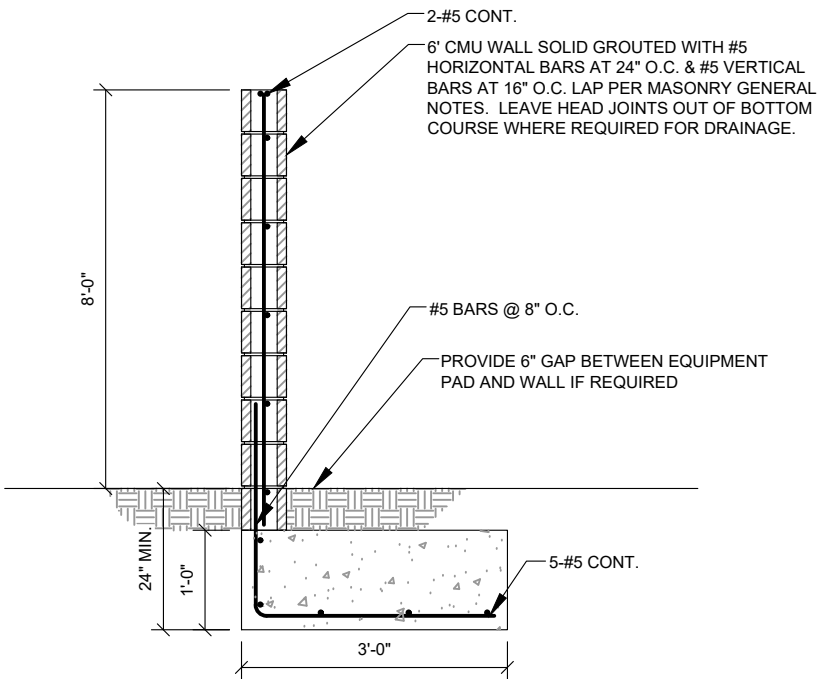
AMERICAN TOWER MASTER SPECIFICATION:

1. DIVISION 32 EXTERIOR IMPROVEMENTS SECTION 0323113 FOR CHAIN LINK FENCE AND GATES

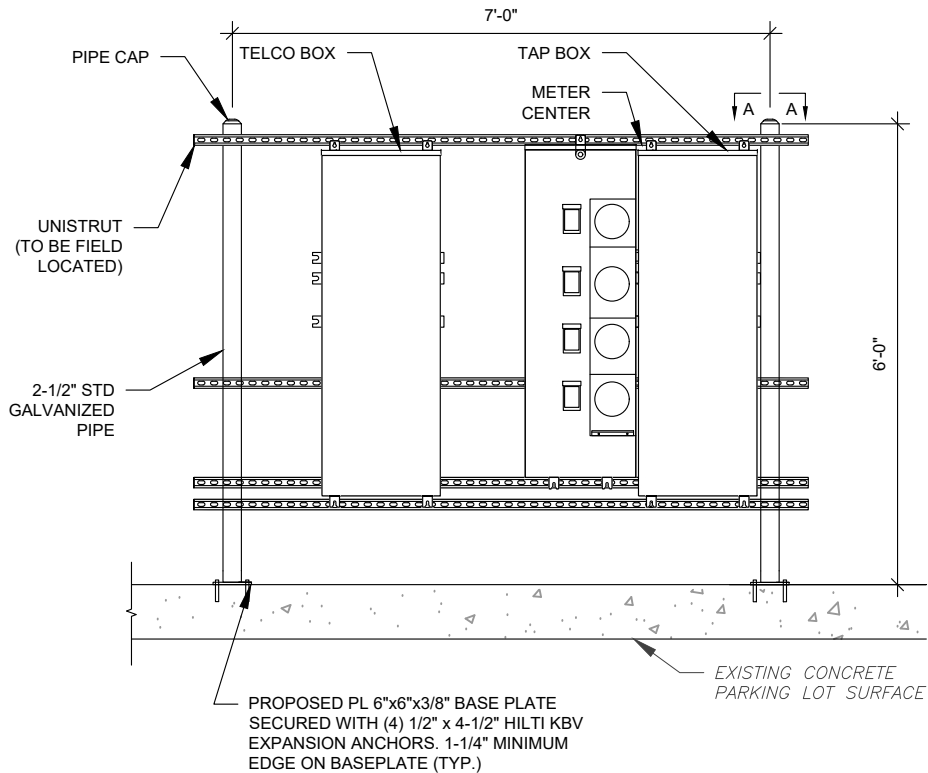
1 GATE AND FENCE DETAIL
SCALE: N.T.S.



2 CMU BLOCK CORNER DETAIL
SCALE: NOT TO SCALE



3 CMU WALL DETAIL
SCALE: NOT TO SCALE



H-FRAME NOTES:

1. IF IT IS NECESSARY TO EXTEND THE H-FRAME, AN ADDITIONAL POST WILL ALWAYS BE REQUIRED.
2. PROPOSED UNISTRUTS TO BE FIELD CUT AND SHOULD NOT EXTEND MORE THAN 6 INCHES BEYOND THE LAST POST.
3. SPRAY ENDS OF UNISTRUT WITH COLD GALVANIZING SPRAY PAINT, ALLOW TO DRY, THEN COVER WITH RUBBER PROTECTIVE CAPS FOR SAFETY.
4. UNISTRUT TO BE CUT FLUSH WITH NO SHARP OR JAGGED EDGES.
5. ALL PROPOSED HARDWARE TO BE MOUNTED PER MANUFACTURERS SPECS

4 UTILITY H-FRAME
SCALE: N.T.S.



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ATC JOB NO:	12607385

**ENGINEERING /
CONSTRUCTION
DETAILS**

SHEET NUMBER:	REVISION:
C-501	3

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 46-14, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 135 (PD-135) WITH CAMPUS INDUSTRIAL (CI) USES ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 24.05 ACRES OF LAND SITUATED IN THE JOSEPH KNIGHT SURVEY, ABSTRACT NUMBER 692, BY AMENDING THE PERMITTED USES TO ALLOW DEVELOPMENT OF A COMMUNICATION TOWER; 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 owner of the property described as approximately 24.05 acres of land situated in the Joseph Knight Survey, Abstract Number 692 has filed an application for a Zoning Planned Development amendment to amend Ordinance No. 46-14 for Planned Development District No. 135 (PD-135); and

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on March 25, 2019, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on April 1, 2019, with respect to the Zoning Planned Development amendment described herein; and

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

WHEREAS, the Town Council finds that the 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:

ORDINANCE NO._____**Page 2**

SECTION 1

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

Approximately 24.05 acres of land situated in the Joseph Knight Survey, Abstract Number 692

Exhibit "C" to Ordinance No. 46-14, entitled "Development Standards," is hereby amended to modify Section A entitled "Campus Industrial District (CI) uses," to add a subsection A.2. to allow a commercial communication tower, as more fully described below and as shown on the conceptual site plan, conceptual landscape plan and conceptual elevations attached as Exhibit "A" hereto and incorporated herein:

2. A commercial communication tower is specifically permitted subject to all applicable regulations in Section 98-977 of the ordinances of the Town of Flower Mound except that no additional landscaping is required to be provided around the perimeter of the tower compound wall as shown in Exhibit "A" to Ordinance Number [] which amended PD-135 to allow for this commercial communication tower use.

SECTION 2

The use of the property described above shall be subject to all applicable regulations contained in this Ordinance including all attached Exhibits hereto, PD-135, 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.

ORDINANCE NO. _____**Page 3****SECTION 5**

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

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
_____, 2019.**

APPROVED:

STEVE DIXON, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY



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4	REVISED PARKING	NRP	03/15/19

ATC SITE NUMBER:
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ATC SITE NAME:
LAKESIDE VILLAGE

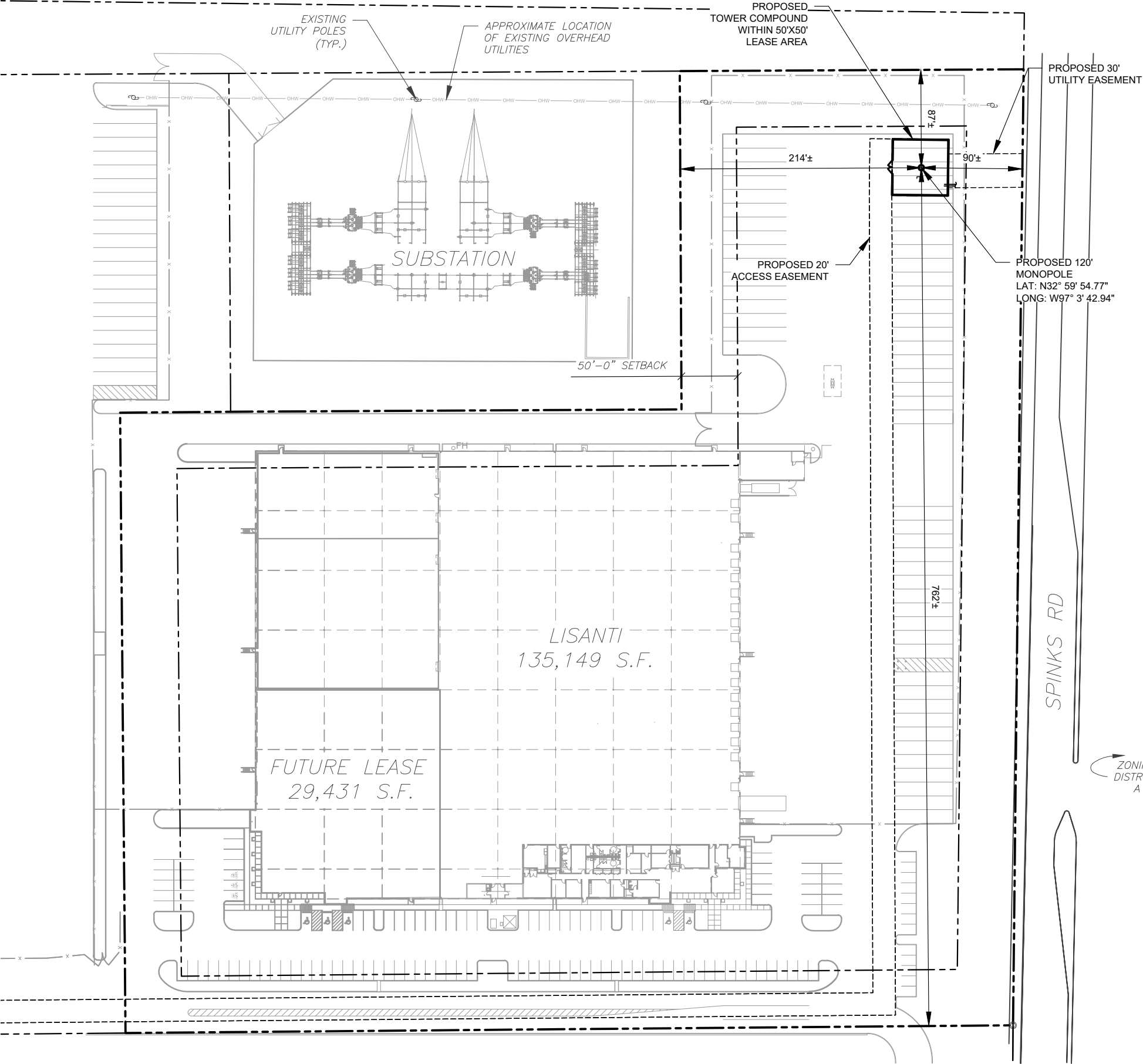
SITE ADDRESS:
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FLOWER MOUND, TX 75028

SEAL:

DRAWN BY:	SRF
APPROVED BY:	KRF
DATE DRAWN:	10/22/18
ATC JOB NO:	12607385

Conceptual Site Plan

SHEET NUMBER:	REVISION:
C-101	4



- NOTES:
- BOUNDARY INFORMATION WAS OBTAINED FROM SURVEY DATED 03/14/19 BY POINT TO POINT.
 - ZONING INFORMATION OBTAINED FROM THE TOWN OF FLOWER MOUND ZONING ORDINANCE.

ZONING INFORMATION		
DISTRICT: LAKESIDE BUSINESS DISTRICT / PD135C1		
	REQ'D:	PROP.:
MAX HEIGHT	**	120'
MIN FRONT YARD SETBACK:	50'	214'±
MIN SIDE YARD SETBACK:	50'	87'±
MIN REAR YARD SETBACK:	50'	90'±

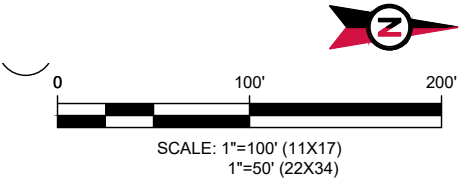
**SEC 98-977 (2) (a) - COMMERCIAL COMMUNICATION TOWERS SHALL BE LOCATED SO AS TO PROVIDE A MINIMUM DISTANCE FROM THE TOWER TO ALL PROPERTY LINES EQUAL TO 20 PERCENT OF THE HEIGHT OF THE TOWER.

- LEGEND
- EXISTING PROPERTY
 - EXISTING ADJ. PROPERTY
 - EXISTING EASEMENT
 - EXISTING CONTOUR (MAJOR)
 - EXISTING CONTOUR (MINOR)
 - EXISTING TREELINE
 - EXISTING CHAINLINK FENCE
 - EXISTING BUILDING
 - EXISTING ROAD (STONE)
 - EXISTING ROAD (PAVED)
 - EXISTING UTILITY POLE
 - EXISTING OVERHEAD WIRE

- CIVIL LEGEND
- PROPOSED LEASE AREA
 - PROPOSED CONTOUR (MINOR)
 - PROPOSED CONTOUR (MAJOR)
 - PROPOSED EASEMENT
 - PROPOSED FENCE
 - PROPOSED GROUND SPACE

PARKING REDUCTION: 6 TRAILER STALLS
EXISTING TRAILER STALLS: 60 -6 = 54 TRAILER STALLS

CASE NUMBER: ZPD18-0012



SITE PLAN NOTES:

1. THIS SITE PLAN REPRESENTS THE BEST PRESENT KNOWLEDGE AVAILABLE TO THE ENGINEER AT THE TIME OF THIS DESIGN. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO CONSTRUCTION AND VERIFY ALL EXISTING CONDITIONS RELATED TO THE SCOPE OF WORK FOR THIS PROJECT.
2. ICE BRIDGE, CABLE LADDER, COAX PORT, AND COAX CABLE ARE SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL CONFIRM THE EXACT LOCATION OF ALL PROPOSED AND EXISTING EQUIPMENT AND STRUCTURES DEPICTED ON THIS PLAN. BEFORE UTILIZING EXISTING CABLE SUPPORTS, COAX PORTS, INSTALLING NEW PORTS OR ANY OTHER EQUIPMENT, CONTRACTOR SHALL VERIFY ALL ASPECTS OF THE COMPONENTS MEET THE ATC SPECIFICATIONS.

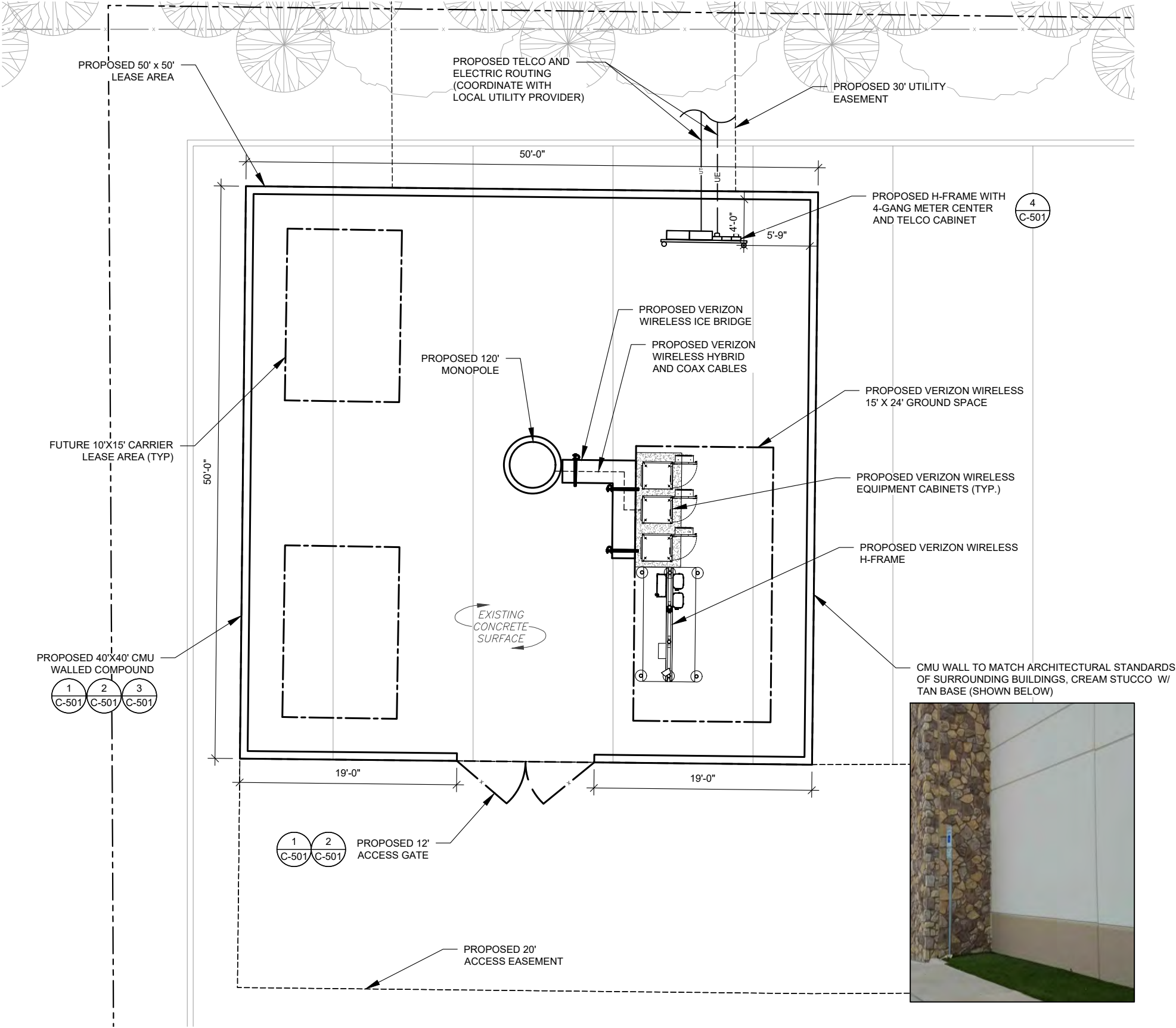
PARKING REDUCTION: 6 TRAILER STALLS
EXISTING TRAILER STALLS: 60 -6 = 54 TRAILER STALLS

- CIVIL LEGEND
- PROPOSED LEASE AREA
- XXX---

PROPOSED CONTOUR (MINOR)
- XXX---

PROPOSED CONTOUR (MAJOR)
- PROPOSED EASEMENT
- x---

PROPOSED FENCE
- PROPOSED GROUND SPACE



1 CONCEPTUAL SITE PLAN

0 10' 20'

SCALE: 1"=10' (11X17)
1"=5' (22X34)



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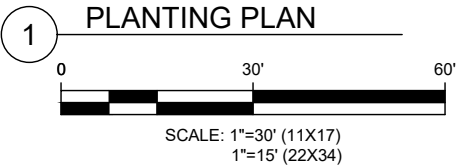
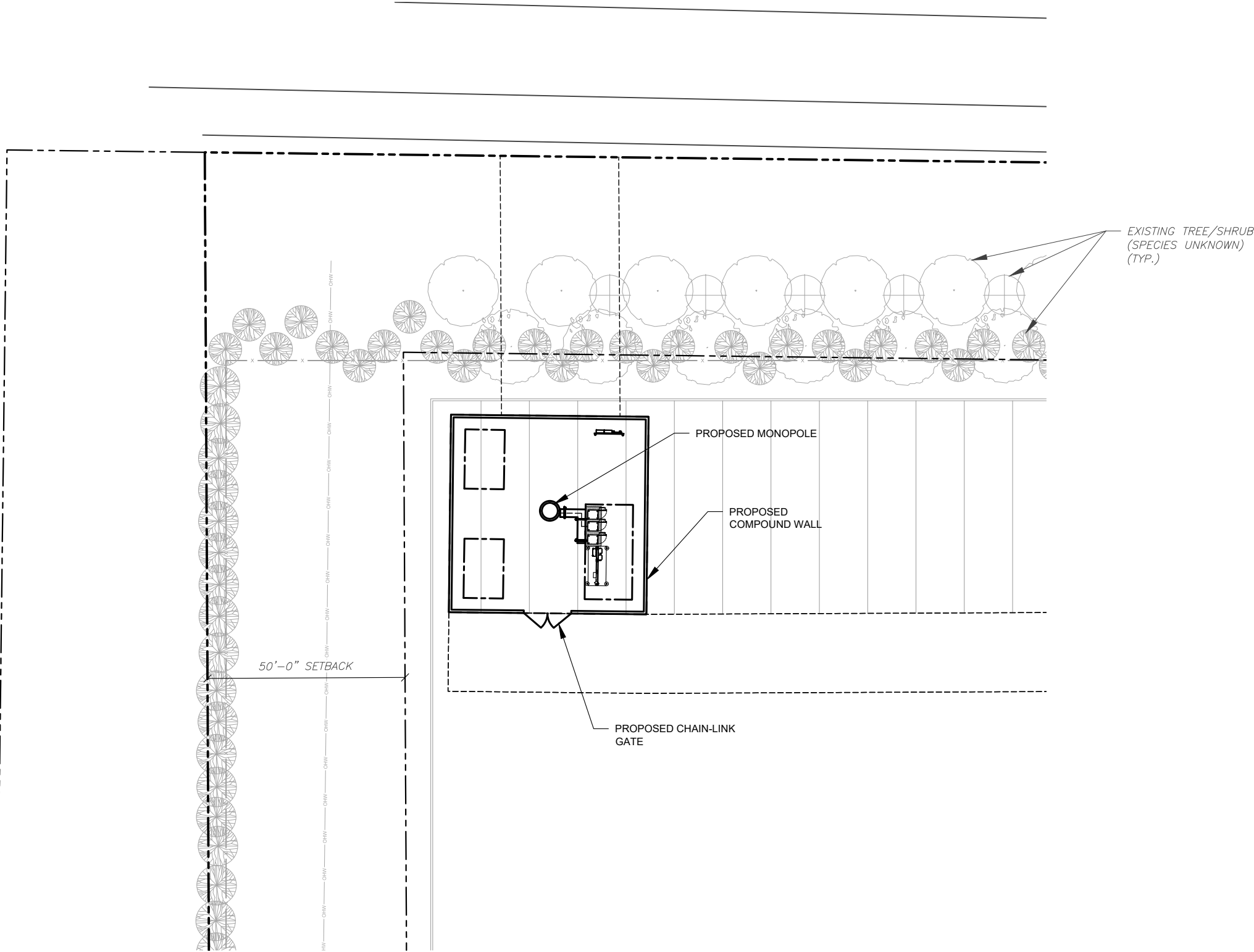
DRAWN BY:	SRF
APPROVED BY:	KRF
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ATC JOB NO:	12607385

CONCEPTUAL SITE PLAN

SHEET NUMBER: C-102	REVISION: 3
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PLANTING PLAN NOTES:

1.
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Conceptual Landscape Plan

SHEET NUMBER:	REVISION:
C-201	3



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PHONE: (919) 468-0112
COA: F-6274

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REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	SRF	10/22/18
1	UPDATED CMU	KL	01/24/19
2	REVISED CMU WALL	KL	02/27/19
3	REVISED LOCATION	NRP	03/14/19

ATC SITE NUMBER:
204065
ATC SITE NAME:
LAKESIDE VILLAGE

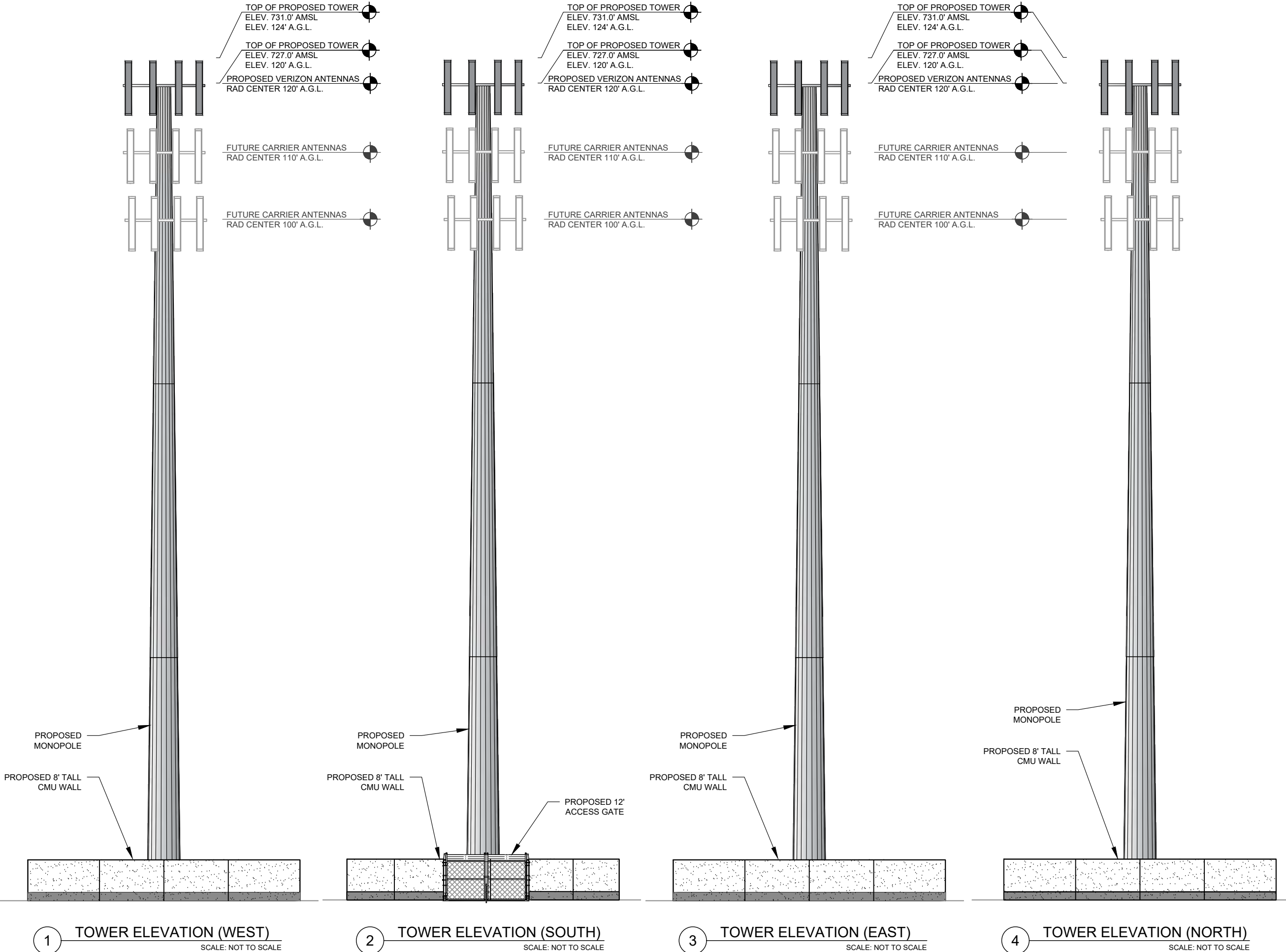
SITE ADDRESS:
2010 LAKESIDE PARKWAY
FLOWER MOUND, TX 75028

SEAL:

DRAWN BY:	SRF
APPROVED BY:	KRF
DATE DRAWN:	10/22/18
ATC JOB NO:	12607385

Conceptual Elevations

SHEET NUMBER: C-302	REVISION: 3
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Town Council Future Agenda Items



SCHEDULED	4/15/2019	Consent	PLACEHOLDER: Custodial Services Contract Award
		Consent	Consider approval of a Professional Services Agreement with ECS Southwest LLC, to provide construction materials engineering and testing, for the Morriss Road and 20" Water Line Improvements, in the amount of \$97,784.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of Change Order No. 4, for the Heritage Park Phase IV project, in the amount of \$61,104.59; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Professional Services Agreement with ECS Southwest LLC, to provide construction materials engineering and testing for the construction of the Library Expansion Project with ECS Southwest LLC. in the amount of \$54,735.00; and authorization for the Mayor to execute the same on behalf of the Town.
		Consent	Wellington Phase VIII Speed Limit Change.
		Consent	Consider approval of a Professional Services Agreement with Alan Plummer Associates, Inc., to provide contract construction management and resident project representation services, associated with the Wastewater Treatment Plant Ultraviolet System Update project, in the amount of \$224,961.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Discuss and consider amendments to Chapter 6 (Animals) of the Town's Code of Ordinances.
		Consent	Placeholder: Interlocal Cooperation Agreement with Northlake regarding animal services.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on April 1, 2019.
		Regular	Consider approval of the Guaranteed Maximum Price (GMP) with Steele and Freeman, Inc., for the construction of the Library Expansion Project in the amount of \$9,408,836.00; and authorization for the Mayor to execute the same on behalf of the Town.
		Regular	Consider approval of a multi-year agreement with All City Management Services, and authorization for the Mayor to execute same on behalf of the Town.
	4/18/2019	Work Session	Joint work session with Town Council and Environmental Conservation Commission (ECC).
	5/6/2019	Consent	CoServ to Install Street Lights @ Forest Vista @ Garden Street.

SCHEDULED	5/6/2019	Consent	Fire Station 7 - HVAC Control
		Consent	Windsor Roundabout Connection AND Valley Ridge Blvd @ Morriss Rd - Testing Award.
		Consent	Windsor Roundabout Connection AND Valley Ridge Blvd @ Morriss Rd - Construction Award.
		Consent	Fire Station 7 - NET Access Control
		Consent	Sidewalk Links (407 - Morriss to Browning) - Design Award.
		Consent	FM407 at Browning Signal Construction Award.
		Consent	Consider approval of the construction agreement for XYZ Construction Inc. for the construction of the Bakersfield Restroom and Concrete Walkway project in the amount of \$XXX,XXX.00; and authorization for the Mayor to execute same on behalf of the Town.
		Regular	Public Hearing to consider approval of a Master Plan for Bella Lago Park.
	5/14/2019	Regular	Placeholder: May 4, 2019 election canvass
	5/20/2019	Presentation	National Public Works Week Proclamation
	6/17/2019	Consent	FM 1171 @ Riverwalk Drive Intersection Improvements - Construction Award.
		Consent	FM 1171 @ Riverwalk Drive - Testing Award