

Town Council Regular Meeting



February 19, 2024
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

Comments regarding any agenda item can be sent to the Town Council by emailing towncouncil@flower-mound.com or by calling 972.874.6005 and leaving a message.

AGENDA

A. CALL 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. PRESENTATION(S)

1. 2023 Red Kettle Challenge Report by Mary Freeman, The Salvation Army

E. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the Town Council regarding any item on this agenda that is not a "Public Hearing." Issues regarding daily operational or administrative matters should first be dealt with by calling Town Hall at 972.874.6000 during business hours.

In accordance with the Texas Open Meetings Act, the Town Council is restricted from discussing or acting on items not listed on the agenda.

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

- Speakers are limited to 3 minutes, a tone will sound at 30 seconds left and when time has expired, and times may be adjusted by the mayor
- Speakers must address their comments to the Town Council
- Please state your name and address when speaking

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates
 - a. Introduction of new Chief Financial Officer, John Zagurski
 - b. We Own It Champion Recognition
 - c. Fire personnel recognition

H. FUTURE AGENDA ITEM(S)

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 that a consensus of Council is needed in order for that item to be placed on a future agenda and in accordance with the Town Council Agenda Setting Policy (Ord. 65-15).

I. COORDINATION OF CALENDARS

1. March 4 Regular Meeting

J. BOARDS/COMMISSIONS

Conduct interviews or discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Animal Services Board, Capital Improvements Advisory Committee, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Historical Commission, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (TIRZ #1), Transportation Commission, and Veterans Liaison Board.

K. 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, 551.074, and 551.087 for consultation with Town Attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, as follows:

1. Consultation with Town Attorney.
 - a. La Estancia Investments, L.P. v. Town of Flower Mound, Texas, et al
 - b. Canyon Falls Park
2. Discuss and consider purchase, exchange, lease or value of real property for parks, cultural arts, public safety, public rights-of-way, and/or other municipal purposes and all matters incident and related thereto.
3. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
4. Discuss and consider economic development incentives, including retail centers, grocers, corporate relocation/expansion/retention, hospitality projects, health care facilities, performance related to certain incentive agreements, and Tax

Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, and Proposed PID.

L. RECONVENE

M. CONSENT ITEM(S)

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

1. Minutes 2/5 - Consider approval of the minutes from a regular meeting held on February 5.
2. USACE Contract - law enforcement services - Consider approval of the 2024 US Army Corps of Engineer (USACE) solicitation for contract with the Town of Flower Mound for law enforcement services at Lake Grapevine and authorize the Mayor to execute same.
3. PSA - Sanitary Sewer Rehab (Kirkpatrick Ln. & Stapleton St.) - Consider approval of a Professional Services Agreement with Criado & Associates, Inc., for the design phase services associated with the Kirkpatrick Lane and Stapleton Street Sanitary Sewer Rehabilitation project, in the amount of \$50,600.00; and authorization for the Mayor to execute same on behalf of the Town.
4. Purchase of Wood Chipper - Consider approval of the purchase of one Vermeer BC1800XL T4F 130 Horsepower Trailer Mounted Wood/Brush Chipper per Town Specifications and Vendor Quote from Vermeer Texas-Louisiana in the amount of \$97,000.

N. REGULAR ITEM(S)

1. Merchant Card Services (Open Edge Payments LLC) - Consider approval of a Client Satisfaction Offer and Utility Merchant Addendum Questionnaire with OpenEdge Payments LLC and authorization for the Mayor to execute same on behalf of the Town.
2. CO23-0001 - FM 1171 Conservation Development - Public Hearing to consider an ordinance for amending the zoning (CON23-0001 – FM 1171 Conservation Development) from Interim Holding (IH) and Agricultural (A) uses to Planned Development District No. 196 (PD-196) with Agricultural (A) uses for a conservation development with certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located north of Cross Timbers Road and east of U.S. Hwy 377. (PZ recommended approval by a vote of 6 to 0 at its November 13, 2023, meeting.) (TC moved to table this item by a vote of 5 to 0 at its November 16, 2023, meeting.)
3. TRP23-0017 - FM 1171 Conservation - Public Hearing to consider an application for a tree removal permit (TRP23-0017) for eighteen (18) specimen trees on property proposed for development as FM 1171 Conservation. The property is generally located north of Cross Timbers Road and west of Kimball

Crossing. (The ECC recommended approval of fourteen (14) specimen trees and recommended denial of four (4) specimen trees by a vote of 6 - 0 at its October 3, 2023, meeting. The ECC recommended approval of two (2) specimen trees and recommended denial of one (1) specimen tree by a vote of 7 - 0 at its February 6, 2023, meeting).

The Town Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Town Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the above referenced items.

O. ADJOURN

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: February 16, 2024, at 11:30 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 accommodation or interpretive services must be made 48 hours prior to this meeting by contacting Town Hall at 972.874.6000. Additional time limits will be provided for members of the public that need to address the Town Council through a translator.

To preview upcoming items of business that may appear on future agendas click [HERE](#).

Town Council Regular Meeting



February 5, 2024
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

Mayor France called the meeting to order at 6:00 p.m. with the following members present:

Derek France, Mayor
Jim Engel, Mayor Pro Tem
Ann Martin, Deputy Mayor Pro Tem
Adam Schiestel, Councilmember Place 1
Chris Drew, Councilmember Place 2
Brian Taylor, Councilmember Place 3

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

Theresa Scott, Town Secretary
James W. Childers, Town Manager
Bryn Meredith, Town Attorney
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Lexin Murphy, Director of Development Services
Andy Kancel, Police Chief
Paul Henley, Fire Chief
Shelly Willson, Customer Relations Manager
Matthew Hotelling, Assistant Director of Public Works and Transportation

B. INVOCATION

Chaplain McNamer gave the 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."

Mayor France led the pledges.

D. PRESENTATION(S)

1. Proclamation and presentation of Hometown Hero banner to Jessie Guajardo

Mayor France recited the proclamation and presented it to Jessie Guajardo.

E. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the Town Council regarding any item on this agenda that is not a "Public Hearing." Issues regarding daily operational or administrative matters should first be dealt with by calling Town Hall at 972.874.6000 during business hours.

In accordance with the Texas Open Meetings Act, the Town Council is restricted from discussing or acting on items not listed on the agenda.

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

- Speakers are limited to 3 minutes, a tone will sound at 30 seconds left and when time has expired, and times may be adjusted by the mayor
- Speakers must address their comments to the Town Council
- Please state your name and address when speaking

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 name and address	Subject (as written on the form or stated)
1.	Joe Bernard - 10605 Sunrise	\$40,000 wasted
2.	Si Simonson - 3104 Native Oak	Veteran Issue
3.	Jacque Narrell - 4801 Luck Lane	Historical Commission
4.	Janvier Werner - 2829 Bob White	Candidacy announcement
5.	Tim Whisenant - 2300 Olympia	Historical Commission (support)
6.	Todd Bayuk - 10845 Pedernales Falls*	Historical Commission (support)

** Indicates person did not wish to speak*

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members
Mayor or Councilmembers had announcements regarding:
 - Black History Month
 - Flower Mound Police Academy
 - Circus coming to the River Walk

- Senior discount for trash collection services
- Birthday and anniversary announcements
- Tri city neighborhood summit
- Citizens Academy - Participants recognition

G. TOWN MANAGER'S REPORT

No discussion.

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates

H. FUTURE AGENDA ITEM(S)

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 that 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).

There were no future agenda item requests.

I. COORDINATION OF CALENDARS

Mayor France confirmed that all members of Council plan to attend the following meetings:

1. February 15 - Work Session
2. February 19 - Regular Meeting

J. CONSENT ITEM(S)

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ACTION: Jim Engel moved to approve J. 1 - 11 as presented in the agenda caption. Adam Schiestel seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

1. Minutes 1/16 & 1/18 - Consider approval of the minutes from a regular meeting held on January 16, and a work session held on January 18, 2024.
2. Call Election - Candidates - Consider approval of a resolution of the Town of Flower Mound, Texas calling for a general election to be held May 4, 2024, for the offices of Mayor, and Town Council Place 4, establishing procedures for those elections; and providing an effective date.

RESOLUTION NO. 01-24

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 4, 2024, FOR THE OFFICES OF MAYOR AND TOWN COUNCIL PLACE 4; ESTABLISHING PROCEDURES FOR THE ELECTION; AND PROVIDING AN EFFECTIVE DATE.

3. Laserfiche Document Management Software Expansion - Consider approval of the purchase of Laserfiche records management software MCCI, LLC., in the amount of \$64,717.88 and authorization for the Mayor to execute same on behalf of the Town.
4. Stonehill Pump Station Motor Replacement - Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the design phase services associated with the Stonehill Pump Station Motor Replacement project, in the amount of \$209,000.00; and authorization for the Mayor to execute same on behalf of the Town.
5. CO # 3 - Waketon Rd Project - Consider approval of Change Order No. 3 for the Waketon Road project, amending the contract with Ed Bell Construction Company, to provide an increase to the contract in the amount of \$234,582.85.
6. PSA - Strategic Facilities Plan Study - Consider approval of a Professional Services Agreement with Brown Reynolds Watford Architects, for the Town of Flower Mound Strategic Facilities Plan Study, in the amount of \$94,000.00; and authorization for the Mayor to execute same on behalf of the Town.
7. Sanitary Sewer Lift Station Assessment PSA - Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for sanitary sewer lift station evaluation and pump performance testing services associated with the Utility Asset Management and Utility Replacement project, in the amount of \$45,000.00; and authorization for the Mayor to execute same on behalf of the Town.
8. Truck Purchases - Public Works/ULM - Consider approval of the purchase (2) 2023 Ford F550 Crew Cab 19.5 GVWR trucks with service body and full-length

pipe rack per Town of Flower Mound Specifications and Vendor Quote from Silsbee Ford in the amount of \$168,617.50.

9. Emergency Medical Service billing review and risk assessment - Consider approval of an agreement between the Town of Flower Mound and Fitch Associates, LLC to provide Emergency Medical Service (EMS) Report and Billing Compliance review and Health Insurance Portability and Accountability Act (HIPAA) Security Compliance in the amount of \$37,525.00, and authorization for the Mayor to execute same on behalf of the Town.
10. Ambulance cot purchase - Consider approval of the purchase of a Stryker ambulance cot and Power Load System for the 2024 Ford F450 ambulance purchase from Stryker Medical in the amount of \$61,924.39; and authorization for the Mayor to execute same on behalf of the Town.
11. Bad Dawg Tennis Contract - Consider approval for a Contractual Services Agreement with Bad Dawg Tennis to provide the services of Tennis Professional from March 1, 2024, through February 28, 2025, with renewal for up to four additional one-year terms. The Parks Board recommended approval by a vote of 6 to 0 at its February 1, 2024, regular meeting.

K. REGULAR ITEM(S)

1. Historical Commission (creation) and MOU with County - Consider approval of a Resolution to create a Historical Commission and a Memorandum of Understanding between the Town of Flower Mound, Texas and Denton County regarding the storage of historical artifacts.

Ms. Scott gave a presentation identifying or noting:

- commission structure
- purpose
- members
- meetings schedule
- duties and responsibilities
- staff responsibilities

and she responded to questions from Council regarding:

- 5-year resident requirement
- Open Meetings Act requirements
- process for collecting items outside the classification of items or information (i.e. trees and buildings)
- projects they could be involved in
- financial commitments

- 501(c)(3) and board members service on such
- membership make up

and Jacque Narrell, Historical Commission Task Force Chair, and Kathy Blair, Historical Commission Task Force Secretary, responded to questions or comments from Council regarding:

- Open Meetings Act compliance
- 501(c)(3) option

RESOLUTION NO. 02-24

A RESOLUTION ESTABLISHING THE HISTORICAL COMMISSION OF THE TOWN OF FLOWER MOUND; DEFINING THE DUTIES AND RESPONSIBILITIES OF THE COMMISSION; PROVIDING FOR THE APPOINTMENT OF MEMBERS OF THE COMMISSION; ESTABLISHING THE TERM OF OFFICE FOR EACH COMMISSION MEMBER; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Adam Schiestel moved to approve K.1. as presented in the agenda caption with the additional requirement for active involvement in projects or subcommittees, as presented, and to appoint the following members effective 30 days after passage of the Resolution and ending September 30, 2024 for even number places, and September 30, 2025 for odd number places:

Place 1, Jacque Narrell
 Place 2, Mark Glover
 Place 3, Adam Shear
 Place 4, Marsha Gavitt
 Place 5, Cynthia Clark
 Place 6, Kathy Blair
 Place 7, Terra Klarich
 Place 8, Cecilia Hood
 Place 10, Peggy Riddle

Brian Taylor seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

2. PID Implementation Resolution - Public Hearing to consider a resolution approving the implementation of a Public Improvement District and other matters pertaining thereto.

Mr. Childers provided background information, and he, or Mr. Meredith, responded to questions or comments from Council regarding:

- attorney discussions about language in the application that leaves the Town open to litigation
- River Walk PID funds
- Rule 11 agreement

Jack Furst, PID applicant, responded to questions or comments regarding language in the application that leaves the town open to litigation. Mayor France opened the public hearing for items 2 and 3 at 7:05 p.m.

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	OPPOSITION	QUESTIONS OR COMMENTS ONLY
1.	Jack Furst - 2800 Lakeside Parkway, Unit 101	Tim Whisenant - 2300 Olympia Drive	Scott Langley - 800 Carter Court
2.	Lori Walker - 4913 Kingswood Drive		

** Indicates person did not wish to speak*

Mayor France closed the public hearing for items 2 and 3 at 7:10 p.m.

There was Council discussion regarding:

- purpose of the agenda item (voter approval)
- provisions they would want included should the voters approve to move forward with a PID
- what the PID would allow

RESOLUTION NO. 03-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING THE IMPLEMENTATION OF A PUBLIC IMPROVEMENT DISTRICT AND OTHER MATTERS PERTAINING THERETO; PROVIDING THAT THE PROVISIONS CONTAINED HEREIN ARE SEVERABLE; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Jim Engel moved to approve K.2. as presented in the agenda caption. Brian Taylor seconded the motion.

AYES: Ann Martin, Jim Engel, Brian Taylor

NAYS: Adam Schiestel, Chris Drew

ABSTAIN: None
RESULT: 3 : 2

3. Call Election - PID - Consider approval of an Ordinance ordering a Special Election on May 4, 2024, whether a Public Improvement District should be created within the corporate limits of the town, and all matters incident and related thereto.

ORDINANCE NO. 04-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON SATURDAY, MAY 4, 2024, FOR THE PURPOSE OF VOTING “FOR” OR “AGAINST” A PROPOSITION WHETHER A PUBLIC IMPROVEMENT DISTRICT SHOULD BE CREATED WITHIN THE CORPORATE LIMITS OF THE TOWN; PROVIDING FOR THE APPOINTMENT OF ELECTION OFFICERS; PROVIDING FOR THE DESIGNATION OF THE PLACES AND MANNER OF HOLDING SAID ELECTION; PROVIDING FOR THE DESIGNATION OF THE EARLY VOTING POLLING PLACES; PROVIDING FOR THE DESIGNATION OF THE EARLY VOTING CLERK; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING A SEVERABILITY AND CONFLICTS CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

ACTION: Jim Engel moved to approve K.3. as presented in the agenda caption. Brian Taylor seconded the motion.
AYES: Ann Martin, Jim Engel, Brian Taylor
NAYS: Adam Schiestel, Chris Drew
ABSTAIN: None
RESULT: 3 : 2

4. Solid Waste Franchise Agreement Amendment - Public Hearing to consider adopting, on second reading, an ordinance amending an ordinance of the Town of Flower Mound, Texas which adopted a Solid Waste Franchise Agreement with Allied Waste Services of Fort Worth, LLC dba Republic Services, in order to impose an extra yardage (EXY) fee of \$45.00 per incident of overflow to commercial and industrial customers in place of a notice of non-collection, including a fixed annual increase of 2.6%; and adding a Green Waste Pilot Program, at no charge to the Town which will provide for the pickup of green waste (such as brush, leaves, grass, weeds and other vegetation) from residents.

Ms. Willson provided background information.

Mayor France opened the public hearing at 7:33 p.m. No one spoke. Mayor France closed the public hearing at 7:33 p.m.

ORDINANCE NO. 05-24

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 26-16, REGARDING A FRANCHISE FOR SOLID WASTE SERVICES AWARDED TO ALLIED WASTE SERVICES OF FORT WORTH, LLC DBA REPUBLIC SERVICES; IMPOSING AN EXTRA YARDAGE (EXY) FEE OF \$45.00 PER INCIDENT OF OVERFLOW TO COMMERCIAL AND INDUSTRIAL CUSTOMERS IN PLACE OF A NOTICE OF NON-COLLECTION, INCLUDING A FIXED ANNUAL INCREASE OF 2.6%; ADDING A GREEN WASTE PILOT PROGRAM; PROVIDING THAT THE AGREEMENT REMAIN IN FULL FORCE AND EFFECT, AS AMENDED; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

1 of 2 motions

ACTION: Jim Engel moved to approve K.4. as presented in the agenda caption. Adam Schiestel seconded the motion.
AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

2 of 2 motions

ACTION: Jim Engel moved to approve K.4. as presented in the agenda caption. Adam Schiestel seconded the motion.
AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

5. MU23-0003 – Lakeside DFW MU-TEN & MU-C(3) Material Text Amendment - Public Hearing to consider an ordinance for rezoning (MU23-0003 – Lakeside DFW MU-TEN & MU-C(3) Material Text Amendment) to amend Mixed Use District-1 (MU-1) to amend the Architecture and Building Standards, specifically Section 7.1 B. Materials, for the MU-TEN and MU-C(3) subzones in the Lakeside DFW (Lakeside Village) Development Code. The property is generally located south of Edgemere Road and west of International Parkway. (PZ recommended approval by a vote of 5 to 1 at its January 22, 2024, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location
- land use and zoning
- concept plan
- MU amendment, including elevations, and photo examples
- caption overview

- text amendment

and she responded to questions from Council regarding:

- P & Z recommendation
- elevation changes
- trees
- cable/pipe rail

Austin Gray, Realty Capital

Mr. Gray gave a presentation identifying or noting:

- request clarification
- Lakeside Village site plan
- clarification of the materials GFRC and ACM
- underground parking
- example of a garage they want to avoid
- cable rail examples
- rendering looking south
- aerial from Fairway Drive

and he responded to questions from Council regarding:

- cable railing versus concrete
- elevations
- proximity to Rockledge Park
- what's driving the request for change

Mayor France opened the public hearing at 8:06 p.m. No one spoke. Mayor France closed the public hearing at 8:07 p.m.

There was Council discussion regarding:

- P & Z got it right
- pipe rail

ORDINANCE NO. 06-24

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NOS. 63-12, 12-13, 14-15, 58-15, 03-17, AND 09-18, WHICH ESTABLISHED AND LATER AMENDED MIXED USE DISTRICT-1 (MU-1), ALSO KNOWN AS THE LAKESIDE DFW MIXED USE DEVELOPMENT, BY AMENDING SUBSECTION B, "MATERIALS," OF SUBSECTION 7.1, "BUILDING FACADES," OF SECTION 7, "ARCHITECTURE AND BUILDING

STANDARDS,” OF EXHIBIT “B,” “LAKESIDE DFW DEVELOPMENT CODE AMENDED,” OF ORDINANCE NO. 09-18 TO MODIFY DEVELOPMENT STANDARDS APPLICABLE TO MU-TEN AND MU-C(3) SUBZONES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Jim Engel moved to approve K.5. as presented in the agenda caption, as well as approval of the 25% ACM per facade. Adam Schiestel seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

6. MPA23-0007 - Kirkpatrick Lane - Public Hearing to consider a request for a Master Plan Amendment (MPA23-0007 – Kirkpatrick Lane) to amend Section 7.0, Thoroughfare Plan, by changing the designation of Kirkpatrick Lane between Everett Drive and Garden Ridge Boulevard. (Planning and Zoning Commission recommended approval of Option 3 by a vote of 6 to 0 at its January 22, 2024, meeting. Transportation Commission recommended approval of Option 3 by a vote of 3 to 1 at its November 14, 2023, meeting.)

Mr. Hotelling gave a presentation identifying or noting:

- location
- previous thoroughfare plans
- benefits of Kirkpatrick Phase III
- traffic volumes
- options
- Orion Court stub out

and he, Ms. Bruce, Mr. Dalton, Chief Henley, or Chief Kancel responded to questions from Council regarding:

- minor arterial vs urban collector
- traffic estimates
- right of way
- if there are any development plans for the area
- strategic plan
- emergency response services

Mayor France opened the public hearing at 8:22 p.m.

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	OPPOSITION	QUESTIONS OR COMMENTS ONLY
1.	Elena Johnson, 1314 Blairwood Dr. - Option #3		
2.	Sam Paschall, 1333 River Oaks Dr. - Option #3		
3.	Erica Mulder, 3804 Oak Park Dr. - Option #3		
4.	Marie Michelle Jackson, 3820 Oak Park Dr. - Option #3		
5.	Donna Armstrong, 3516 Golden Aspen Dr. - Option #3		
6.	Leonard Kivett, 3572 Golden Aspen Drive - Option #3		
7.	Beth Soderberg, 3100 Wager - Option #3		
8.	Steve Carpenter, 3812 Oak Park Drive - Option #3		
9.	Scott Langley, 800 Court Court - Option #3		
10.	Ben McClain, 1600 Colony Street - Option #3		
11.	Peter Aldis, 3151 Trails End Dr.*		
12.	Anna Aldis, 3151 Trails End Dr.*		
13.	Sara Aldis, 3151 Trails End Dr.*		
14.	Heather Aldis, 3151 Trails End Dr.*		
15.	Jonathan Aldis, 3151 Trails End Dr.*		
16.	Vera Aldis, 3151 Trails End Dr.*		
17.	Caleb Aldis, 3151 Trails End Dr.*		
18.	Samuel Aldis, 3151 Trails End Dr.*		

19.	Nathan Aldis, 3151 Trails End Dr.*		
20.	Ella Aldis, 3151 Trails End Dr.*		
21.	Bette Kivett, 3512 Golden Aspen Dr.*		
22.	Bob Armstrong, 3516 Golden Aspen*		
23.	Francine Nguyen, 3817 Oak Park Dr.*		
24.	Joseph Morales, 3817 Oak Park Dr.*		
25.	Brenda Sharp, 3600 Golden Aspen Dr.*		
27.	Doug Sharp, 3600 Golden Aspen Dr.*		
28.	Cindy Waters, 3030 Wager Rd.*		
29.	Nicola Sontag, 3500 Golden Aspen Dr.*		
30.	Stephen Northrup - 3500 Golden Aspen Dr.*		
31.	Judy Collins, 537 Simmons*		
32.	Mitch Wohlgemut, 3504 Golden Aspen Dr.*		
33.	Heath Kendrick, 4320 Hillshire Court		

** Indicates person did not wish to speak*

Mayor France closed the public hearing at 8:47 p.m.

There was Council discussion regarding:

- options 2 and 3
- environmental impact
- interest in extending the trail
- past situation with West Windsor connection
- possible benefit for the Kirkpatrick III extension
- elementary school traffic

ORDINANCE NO. 07-24

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE FLOWER MOUND 2001 MASTER PLAN, BY AMENDING SECTION 7.0, "THOROUGHFARE PLAN," BY CHANGING THE DESIGNATION OF KIRKPATRICK LANE FROM

EVERETT DRIVE TO GARDEN RIDGE BOULEVARD AS DEPICTED IN EXHIBIT “A”; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Adam Schiestel moved to approve K.6, option 3 as presented, and with the removal of the Orion Ct stub out. Ann Martin seconded the motion.
AYES: Ann Martin, Adam Schiestel, Brian Taylor, Chris Drew
NAYS: Jim Engel
ABSTAIN: None
RESULT: 4 : 1

7. Call Election - Charter - Discuss and consider proposed Charter Amendments and adopt an ordinance ordering a special election for May 4, 2024, to amend the Home Rule Charter of the Town of Flower Mound; designate the propositions and manner of holding such election; and provide for the posting and publication of notice.
Ms. Scott provided the list of proposed Charter amendments that have been discussed to date.

There was Council discussion regarding support of propositions A, B, C, D, and F; however, not proposition E.

ORDINANCE NO 08-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CALLING A SPECIAL ELECTION TO BE HELD ON MAY 4, 2024, FOR THE PURPOSE OF SUBMITTING CHARTER AMENDMENTS TO THE VOTERS; PROVIDING AN ESTIMATE OF ANTICIPATED FISCAL IMPACT; PROVIDING FOR NOTICE OF THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Adam Schiestel moved to approve K.7 for proposed Charter Propositions A, B, C, D, and F. Ann Martin seconded the motion.
AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

ACTION: Jim Engel moved to approve K.7, for proposed Charter Proposition E. Ann Martin seconded the motion.
AYES: Ann Martin, Jim Engel, Brian Taylor
NAYS: Adam Schiestel, Chris Drew
ABSTAIN: None

RESULT: 3 : 2

L. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Animal Services Board, Capital Improvements Advisory Committee, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Historical Commission Task Force, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (TIRZ #1), Transportation Commission, and Veterans Liaison Board.

ACTION: For the Cultural Arts Commission, Councilmember Schiestel moved to appoint Laverne Amsterdam to Place 4 and Deb Fitzpatrick to Place 7, Alternate, effective immediately and with both seats retaining their respective term expiration dates. Deputy Mayor Pro Tem Martin seconded the motion.

AYES: Ann Martin, Adam Schiestel, Brian Taylor, Chris Drew

NAYS: Jim Engel

ABSTAIN: None

RESULT: 4 : 1

M. CLOSED MEETING

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

Mayor France announced that the Town Council is convening into a closed meeting at 9:11 p.m., pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with attorney, and to discuss matters relating to real property, personnel, and economic development negotiations,

1. Consultation with Town Attorney.
 - a. La Estancia Investments, L.P. v. Town of Flower Mound, Texas, et al
 - b. Canyon Falls Park
2. Discuss and consider purchase, exchange, lease or value of real property for parks, cultural arts, public safety, public rights-of-way, and/or other municipal purposes and all matters incident and related thereto.
3. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of

Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.

4. Discuss and consider economic development incentives, including retail centers, grocers, corporate relocation/expansion/retention, hospitality projects, health care facilities, performance related to certain incentive agreements, and Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, Proposed PID, MMDs, and MUDs

The Town Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Town Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the above referenced items.

N. RECONVENE

The Town Council reconvened into an open meeting at 10:31 p.m., and no action was taken on the above items.

O. ADJOURN

Mayor France adjourned the meeting at 10:31 p.m. and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA M.2. CONSENT ITEM(S)

DATE: February 19, 2024

FROM: Andy Kancel, Police Chief

ITEM: **Consider approval of the 2024 US Army Corps of Engineer (USACE) solicitation for contract with the Town of Flower Mound for law enforcement services at Lake Grapevine and authorize the Mayor to execute same.**

BACKGROUND: 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 and Knob Hill Trail Head at Lake Grapevine on Fridays, Saturdays, Sundays and holidays. The additional patrol of the parks provides citizens using the park a safer environment. A 2019 legal opinion determined this agreement does not require annual review based on the Town Charter given the only changes are compensation, times and dates of service. The USACE will reimburse the Flower Mound Police Department a total contract price of \$48,210.08 which is \$102.14 per hour for 472 hours. The period covered is weekends and holidays from Fri., 5/17/24 to Sun., 9/8/24, as follows: 8 hours on Fridays and Sundays (1500-2330), 10 hours on Saturdays (1300-2330) and 10 hours on holidays (5/27 1130-220; 7/4 1330-0000; 9/2 1130-2200).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: 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

Proposed Expenditure/(Revenue)

\$(48,210.08)

\$48,210.08

Account Number(s):

100-4605

100-various expense accounts

LEGAL REVIEW: No alteration to the legal content of this solicitation for contract was made, which had originally been approved by Taylor, Olson, Adkins, Sralla, & Elam L.L.P.

ATTACHMENTS:

1. USACE Solicitation for Contract 2024

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



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

24 January 2024

Captain Jason Hawley
Flower Mound Police Dept
4150 Kirkpatrick Lane
Flower Mound, Texas 75028
jason.hawley@flower-mound.com
margaret.mulcahy@flower-mound.com

Dear Captain Hawley,

Attached is Solicitation No. W9126G24Q0010 for the requirement of police services for the project, FY24 Contract for Increased Law Enforcement for the Grapevine Lake lying within the Town of Flower Mound, Texas. Request you submit a price quote for performing the work and services outlined in the Performance Work Statement (PWS). Your quote shall be filled in on the Bid Sheet found in the Solicitation. The quote must be received on or before **10:00 AM CST, Friday, 23 February 2024**. Please submit your quote via email to Daisy Ciarlariello, Daisy.Ciarlariello@usace.army.mil

You are advised this letter shall NOT be construed as authority to proceed with any work or to incur any obligations chargeable to the Government in response to this solicitation. If you have any questions regarding this request, please contact Daisy Ciarlariello, Contract Specialist at (817) 886-6592.

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,


Michael A. Vega
Contracting Officer

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 41	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G24Q0010	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DAISY CIARLARIELLO				b. TELEPHONE NUMBER (No Collect Calls) 817-886-6592	
8. OFFER DUE DATE/LOCAL TIME 23 Feb 2024 10:00 AM							
9. ISSUED BY US ARMY CORPS OF ENGINEERS FORT WORTH 819 TAYLOR ST, CT OFC RM 2A17 FORT WORTH TX 76102-0300 TEL: FAX: (817) 886-6403		CODE W9126G		10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: _____ % FOR: ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ HUBZONE SMALL BUSINESS ☐ EDWOSB NAICS: 922120 ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ☐		13b. RATING	
						14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☒ RFP	
15. DELIVER TO GRAPEVINE PROJECT OFFICE ANDREW S. JASPER 110 FAIRWAY DR GRAPEVINE TX 76051 TEL: (817) 865-2600 EXT. 2602 FAX:		CODE 967426		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE TELEPHONE NO.		18a. PAYMENT WILL BE MADE BY CODE					
☐ 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 2 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 Derek France, Mayor		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 41	
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
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL		37. CHECK NUMBER
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	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY24 Increased Law Enforcement FFP 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. Base year Sheriff Department period of performance - 17 May 2024 to 14 September 2024 FOB: Destination PSC CD: R499		Job		
NET AMT					

**IGE Breakdown for Increased Law Enforcement Services,
GRAPEVINE LAKE 2024
FLOWER MOUND POLICE DEPARTMENT**

BASE YEAR COST BREAKDOWN

LABOR COST:

Salary Analysis for 2024 Park Patrol based on average overtime for all patrolman and sergeants projected to perform work on this contract.

Total Labor Cost per Overtime Hour	<u>\$96.76</u>
Total Number OF Contract Hours:	<u>472</u>
Total Labor Cost for Contract	<u>\$45,670.72</u>

VEHICLE COST:

Yr. avg. of contract mileage:	<u>3787</u>
Total vehicle cost for contract	<u>\$2,539.36</u>

CONTRACT SUMMARY:

Labor Cost	<u>\$45,670.72</u>
Vehicle Cost	<u>\$2,539.36</u>
Total Cost	<u>\$48,210.08</u>

PERFORMANCE WORK STATEMENT (PWS)

Increased Law Enforcement Services, Town of Flower Mound Grapevine Lake 2024

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 Town of Flower Mound limits. 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. Contractor will make contact with Park Ranger at gatehouse to exchange contact info at beginning of the shift each day of the contract. If Park Ranger is otherwise tied up, contact info will be left with the gate attendant.

1.3 Period of Performance: Contractor shall provide described services for 1 May 2024 - 30 April 2025 with patrol scheduled 17 May 2024 - 8 September 2024 further specified in Appendices A, B, and C to this PWS. Effective start date is 1 May 2024 **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 Federally 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: This contract does not require Contractor personnel to have access to or enter secured government facilities such as dam outlet structures, powerhouses, etc. Contractor personnel shall follow locally-established security policies and procedures such as key control and security of lock combinations.

1.4.7.1 AT Level 1 Training. All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities, controlled access areas, or require network access, shall complete AT Level 1 awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. Upon request, the contractor shall submit certificates of completion for each affected employee and subcontractor employee, to the COR or to the contracting officers (if a COR is not assigned), within 5 calendar days after completion of training by all employees and subcontractor personnel. AT Level 1 awareness training is available at the following website: <http://jko.jten.mil/courses/at1/launch.html>; or it can be provided by the RA ATO in presentation form which will be documented via memorandum.

1.4.7.2 General Protection/Security Policy and Procedures:

1.4.7.2.1 All contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in contractor security matters or processes.

1.4.7.2.2 Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 / AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative, as NCIC and TSDB are available), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

1.4.7.3 Key Control: Government keys provided to the contractor will be issued and controlled in accordance with IAW AR 190-51. The Contractor shall establish and implement methods of making sure

all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. Keys issued to the Contractor by the Government shall NOT be duplicated. The Contractor shall develop procedures covering key control that shall be provided in writing to the Lake Security Officer. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys to the Contracting Officer.

- (a) The Contractor shall prohibit the use of Government issued keys by any persons other than the Contractor and team member. The Contractor shall prohibit the opening of locked areas by persons other than the Contractor and team member.

1.4.8 Special Qualifications: All Contractor personnel shall be certified and licensed Texas Peace Officers. The Contractor will provide, in advance, the Corps representative designated in paragraph 1.4.11 the name of each Deputy who will be performing scheduled work under this contract.

1.4.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, Quality Assurance (QA) Point of Contact(POC), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the Contracting Officer will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.4.10 Contracting Officer Representative (COR): A COR will not be appointed for this contract. Quality Assurance duties will be performed by the QA POC designated in Paragraph 1.4.11

1.4.11 Contractor Key Personnel: The following personnel are considered key personnel by the Government, and will serve as the Corps QA POC: Andrew Jasper, Park Ranger, Grapevine Lake; Alternate: John Mathney, Lake Manager, 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, and weekly recap of Police activity. Invoices shall be submitted to the Corps QA POC 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

1.9.3 Attachment 3/Appendix A – Patrol Schedule

1.9.4 Attachment 4/Appendix B – Hours by Month

1.9.5 Attachment 5/Appendix C – Schedule of Days Worked by Month

1.9.6 Attachment 6/Appendix D – Daily Enforcement Action Summary

2.0 MISCELLANEOUS PROVISIONS:

2.1 Orientation: An appropriate orientation for all participating contract personnel will be conducted by the Corps of Engineers staff to familiarize the Contractor with the policies and procedures of the Corps, and to familiarize Corps personnel with the functions and duties of the contracted law enforcement agency.

TECHNICAL EXHIBIT 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Standard	Performance Threshold	Method of Surveillance
The contractor shall provide additional patrolling presence and discretionary law enforcement actions in specified areas to help keep the peace and increase public safety in parks and other designated Corps areas. (Paragraph 1.1)	The contractor provided visible presence and actions in the designated areas at the specified days and times.	All required shifts were covered and the specified contract services were performed. Contractor coordinated in advance with Corps key personnel in the event of an unforeseen event which prevented an officer from serving all or part of a shift, which would not be billable to the Government.	Contractor's Daily Enforcement Action Summaries and Daily Law Enforcement Logs turned in by Contractor will be examined by QA POC to ensure accuracy prior to authorizing payment.

TECHNICAL EXHIBIT 2

DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Invoice for contract services performed; includes billing start/end dates, hours worked, total charges. Weekly recap of Police activity. (Paragraph 1.4.13)	Submitted to Corps by the 5 th of every month, listing contract services performed during the previous calendar month.	Two copies of invoice submitted to Corps QA POC	Hard Copy or FAX or Email	US Army Corps of Engineers Grapevine Lake 110 Fairway Drive Grapevine Texas Attn: Andrew Jasper andrew.s.jasper@usace.army.mil
Daily Enforcement Action Summaries (Paragraph 1.4.2)	To Corps with monthly invoice		Same as above	USACE Grapevine Lake Attn: Andrew Jasper andrew.s.jasper@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: Andrew Jasper andrew.s.jasper@usace.army.mil

PERFORMANCE WORK STATEMENT

APPENDIX A

PATROL SCHEDULE 2024

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 27 th	1130-2200	10	1	1
Memorial Day				
JULY 4 th	1330-2400	10	1	1
Independence Day				
SEPTEMBER 2 nd	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.**

PERFORMANCE WORK STATEMENT

APPENDIX B

HOURS BY MONTH 2024

Hours: Fridays & Sundays 8 hours each
 Saturdays 10 hours each
 Holidays 10 hours each

Shift Day	Hours	Days	Total
Fridays	8	17	136
Saturdays	10	17	170
Sundays	8	17	136
Memorial Day 27 May	10	1	10
Independence Day 4 July	10	1	10
Labor Day 2 Sept	10	1	10
Grand Total			472

Month	Friday Hours	Saturday Hours	Sunday Hours	Holiday Hours	Total
Base	8	10	8	10	
May	24	20	16	10	70
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	472

PERFORMANCE WORK STATEMENT

APPENDIX C

2024

SCHEDULE OF DAYS WORKED BY MONTH

54 Days total

MAY: 17-19, 24-27(Includes Memorial Holiday), 31 = **8 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= **14 days**

SEPTEMBER: 1-2(includes Labor Day), 6-8 = **5 days**

Appendix D DAILY ENFORCEMENT ACTION SUMMARY

OPERATING AGENCY: Flower Mound Police Department

PROJECT: Grapevine Lake

OFFICERS NAME: _____ DATE: _____

TIME STARTED: _____ TIME ENDED: _____ TOTAL HOURS: _____

ABBREVIATIONS: A = Arrest C = Citation W = Written Warning V = Verbal Warning

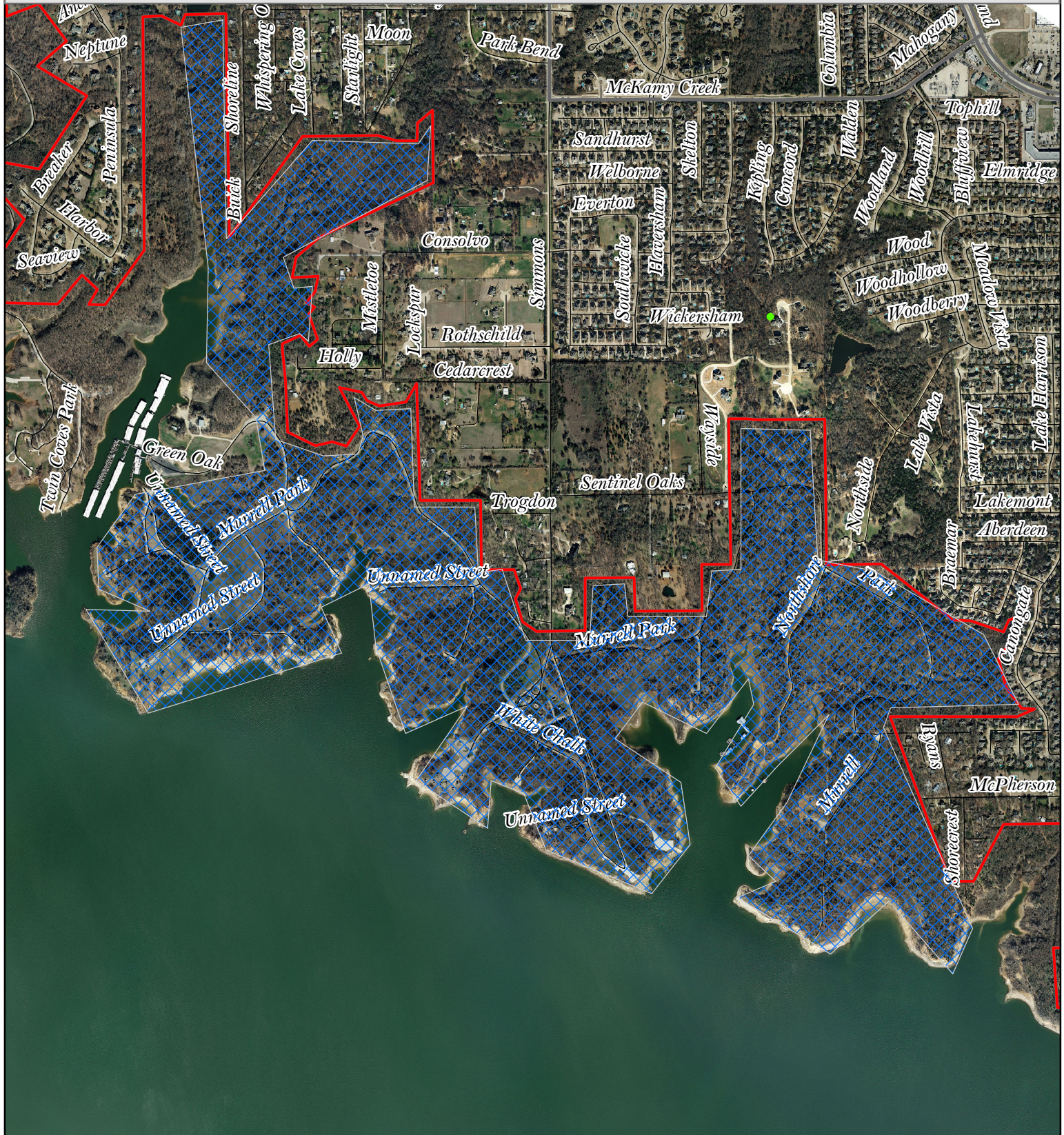
OFFENCE TITLE	Murrell Park				NOTES
	A	C	W	V	
Vehicles Parking					
Speeding					
Reckless					
State Req.					
DWI					
Other					
TOTALS					
Conduct Loud/Unruly					
Public Intox					
Cont Subst.					
Minor Poss.					
Theft					
Vandal					
Litter					
Weapons					
Assault					
Other					
TOTALS					

*** For all arrests and evictions include details on back ***

Officer Number: _____ Date: _____ Signature: _____

Increased Law Enforcement Patrol Map

Grapevine Lake - Murrell Park



1,500 750 0 1,500 Feet

Legend

 Fee Boundary

Map Created: 20 Nov 2019 By: John Mathney

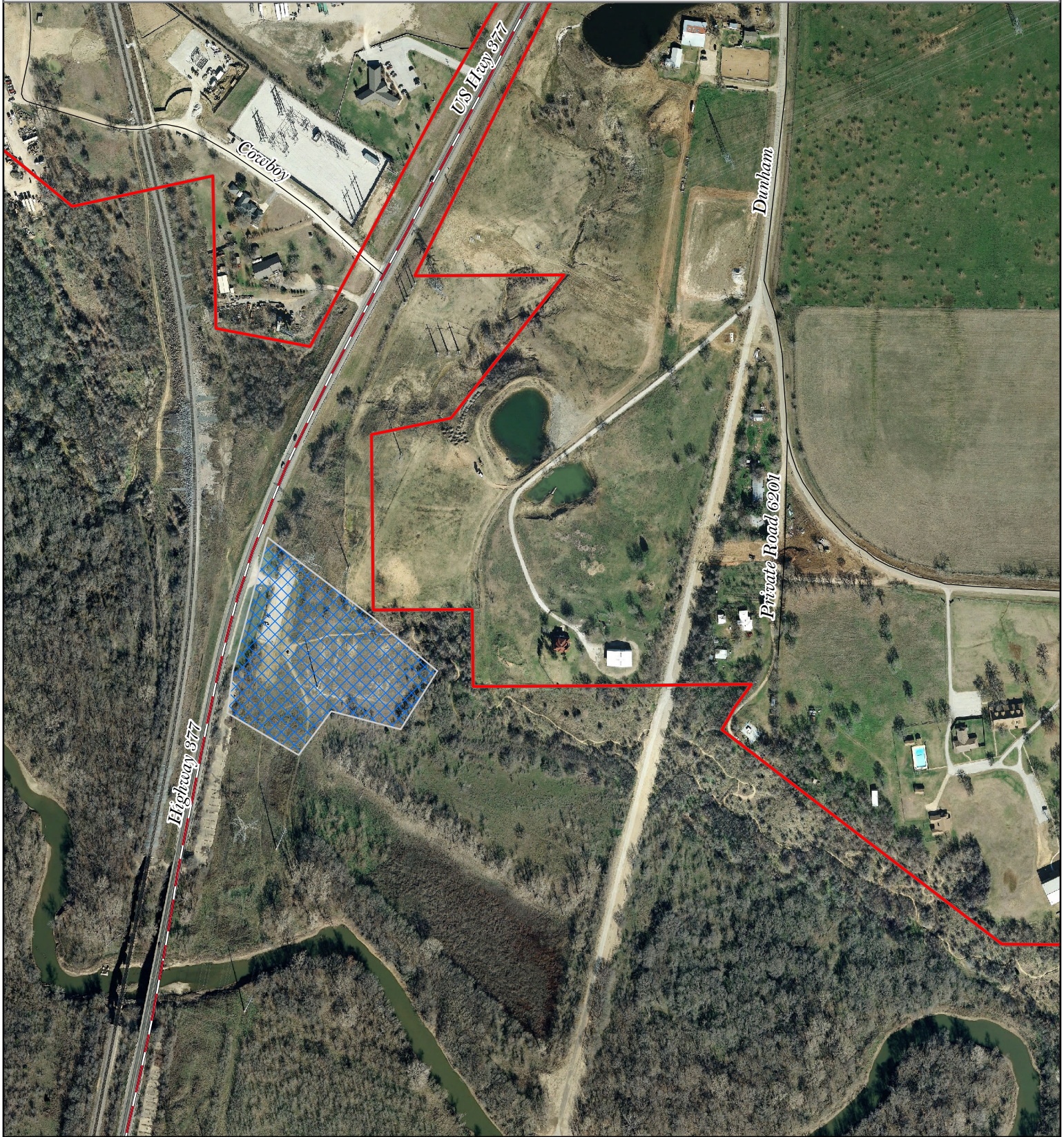
The U.S. Army Corps of Engineers has provided these spatial data as a representation of the various geographic information gathered from multiple sources. These data should be viewed only as a representation of the provided information and should not be used for any other purpose. No guarantee is made by the U.S. Army Corps of Engineers regarding the accuracy or completeness of the data or their suitability for a particular use.



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Increased Law Enforcement Patrol Map Grapevine Lake - Knob Hills Trail Head



520 260 0 520 Feet

Legend

Fee Boundary

Map Created: 20 Nov 2019 By: John Mathney

The U.S. Army Corps of Engineers has provided these spatial data as a representation of the various geographic information gathered from multiple sources. These data should be viewed only as a representation of the provided information and should not be used for any other purpose. No guarantee is made by the U.S. Army Corps of Engineers regarding the accuracy or completeness of the data or their suitability for a particular use.



**US Army Corps
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DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 17-MAY-2024 TO 08-SEP-2025	N/A	GRAPEVINE PROJECT OFFICE ANDREW S. JASPER 110 FAIRWAY DR GRAPEVINE TX 76051 (817) 865-2600 EXT. 2602 FOB: Destination	967426

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities	DEC 2023

52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	SEP 2023
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	JUN 2020
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
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	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2023)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 922120.
- (2) The small business size standard is .
- (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500

employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
- (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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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 on SAM.

(End of provision)

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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.

(b) 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 (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates ``has" in paragraph (b) 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.

(d) If the Offeror indicates ``yes" in paragraph (c) 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)

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [☐] will, [☐] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [☐] does, [☐] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) Representations.

(1) The Offeror represents that it [____] does, [____] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [____] does, [____] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-- REPRESENTATION (NOV 2015)

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) 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.

(c) Representation. The Offeror represents that--

(1) It [____] is, [____] is not an inverted domestic corporation; and

(2) It [____] is, [____] is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)

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 (v) of this provision.

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

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. 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;
- (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.

"Reasonable inquiry" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology"--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

"Small disadvantaged business concern, consistent with 13 CFR 124.1001", 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 the threshold at 13 CFR 124.104(c)(2) 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(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 Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) 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 (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a small business concern; or

(ii) It [____] is, [____] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____]

(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--

(i) It [____] is, [____] is not a service-disabled veteran-owned small business concern; or

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(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 joint venture eligible under the WOSB Program. The offeror represents that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .

(7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

(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, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(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 to the Equal Opportunity clause of this solicitation, and

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

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

(i) It (____) has developed and has on file, (____) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR 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) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical 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	Exceeds 55% domestic content (yes/no)
—	—	—
—	—	—
—	—	—

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.
—
—
—

[List as necessary]

(4) 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) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, 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 Bahraini, 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. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
—	—	—
—	—	—
—	—	—

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No.

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Israeli End Products:

Line Item No.

[List as necessary]

(3) 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 Bahraini, 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 Bahraini, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(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;

(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 the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) Listed end 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.]

[____] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[☐] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[☐] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror (☐) does (☐) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[☐] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror (☐) does (☐) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to 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;

(___) Corporate entity (not tax-exempt);

(___) Corporate entity (tax-exempt);

(___) Government entity (Federal, State, or local);

(___) Foreign government;

(___) International organization per 26 CFR 1.6049-4;

(___) Other -----.

(5) Common parent.

(____) Offeror is not owned or controlled by a common parent;

(____) Name and TIN of common parent:

Name - ____ .

TIN - ____ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that--

(i) It is 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 the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <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 sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [☐] is not [☐] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [☐] is not [☐] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [____] is or [____] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____ .

(Do not use a "doing business as" name).

(s) [Reserved].

(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 website 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 website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website 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 website(s) where greenhouse gas emissions and/or reduction goals are reported: ____ .

(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).

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that--

(i) It [____] does, [____] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [____] does, [____] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity

for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2023)

(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 products and commercial services:

(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 Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004s) (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 products and commercial services: [Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

___ (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community--see FAR 3.900(a).

___ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (6) [Reserved]

___ (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

___ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders--Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115-390, title II).

___ (11)(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders--Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

___ (ii) Alternate I (DEC 2023) of 52.204-30.

___ (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

___ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

___ (14) [Reserved]

___ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

___ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (17) [Reserved]

___ (18)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020) of 52.219-6.

- ____ (19)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- ____ (ii) Alternate I (MAR 2020) of 52.219-7.
- ____ (20) 52.219-8, Utilization of Small Business Concerns (SEP 2023) (15 U.S.C. 637(d)(2) and (3)).
- ____ (21)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2023) (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 (JUN 2020) of 52.219-9.
- ____ (v) Alternate IV (SEP 2023) of 52.219-9.
- ____ (22) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ____ (ii) Alternate I (MAR 2020) of 52.219-13.
- ____ (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- ____ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (25) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- ____ (26) (i) 52.219-28, Post-Award Small Business Program Re-representation (SEP 2023) (15 U.S.C. 632(a)(2)).
- ____ (ii) Alternate I (MAR 2020) of 52.219-28.
- ____ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- ____ (28) 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 (OCT 2022) (15 U.S.C. 637(m)).
- ____ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ____ (30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- ____ (31) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ____ (32) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (NOV 2023) (E.O. 13126).
- ____ (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ____ (34)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ____ (ii) Alternate I (FEB 1999) of 52.222-26.
- ____ (35)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ____ (ii) Alternate I (JUL 2014) of 52.222-35.

- ____ (36)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ____ (ii) Alternate I (JUL 2014) of 52.222-36.
- ____ (37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- ____ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ____ (39)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (40) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- ____ (41)(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.)
- ____ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ____ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ____ (44)(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.
- ____ (45)(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.
- ____ (46) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- ____ (47)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (JUN 2014) of 52.223-16.
- ____ (48) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- ____ (49) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ____ (50) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ____ (51)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

____ (52) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

____ (ii) Alternate I (OCT 2022) of 52.225-1.

____ (53)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].

____ (iii) Alternate II (DEC 2022) of 52.225-3.

____ (iv) Alternate III (NOV 2023) of 52.225-3.

____ (v) Alternate IV (OCT 2022) of 52.225-3.

____ (54) 52.225-5, Trade Agreements (NOV 2023) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (55) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (56) 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. Subtitle A, Part V, Subpart G Note).

____ (57) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

____ (58) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

____ (59) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

____ (60) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

____ (61) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

____ (62) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

____ (63) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

____ (64) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (65) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (66) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (67)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

____ (iii) Alternate II (NOV 2021) 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 products and commercial services: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (3) 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).

____ (4) 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).

____ (5) 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).

____ (6) 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).

____ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

____ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (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, as defined in FAR 2.101, on the date of award of this contract, 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 products or commercial services. 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 (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(iii) 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)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders--Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

(B) Alternate I (DEC 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (SEP 2023) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(x) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(xi) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xiv) 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.

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

(xvi) _____ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (MAR 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 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.)

(xviii) 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)

(xix) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

(xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xxii) (A) [52.224-3](#), Privacy Training (JAN 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xxiii) 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. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(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):

<https://www.acquisition.gov/content/regulations>

(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):

<https://www.acquisition.gov/content/regulations>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(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 (NOV 2020)

(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)

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5227 Revision No.: 21 Date Of Last Revision: 12/26/2023

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 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 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 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 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Collin, Dallas, Denton, Ellis, Hunt, Kaufman, Rockwall

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.02
01012 - Accounting Clerk II		20.24
01013 - Accounting Clerk III		22.64
01020 - Administrative Assistant		33.18
01035 - Court Reporter		24.85
01041 - Customer Service Representative I		14.92***
01042 - Customer Service Representative II		16.28***
01043 - Customer Service Representative III		18.29
01051 - Data Entry Operator I		15.80***
01052 - Data Entry Operator II		17.24
01060 - Dispatcher, Motor Vehicle		21.36
01070 - Document Preparation Clerk		18.70
01090 - Duplicating Machine Operator		18.70
01111 - General Clerk I		15.48***
01112 - General Clerk II		16.89***
01113 - General Clerk III		18.95

01120 - Housing Referral Assistant	24.15
01141 - Messenger Courier	16.48***
01191 - Order Clerk I	16.88***
01192 - Order Clerk II	18.42
01261 - Personnel Assistant (Employment) I	18.46
01262 - Personnel Assistant (Employment) II	20.64
01263 - Personnel Assistant (Employment) III	23.01
01270 - Production Control Clerk	24.46
01290 - Rental Clerk	16.00***
01300 - Scheduler, Maintenance	19.37
01311 - Secretary I	19.37
01312 - Secretary II	21.66
01313 - Secretary III	24.15
01320 - Service Order Dispatcher	18.38
01410 - Supply Technician	33.18
01420 - Survey Worker	19.02
01460 - Switchboard Operator/Receptionist	15.69***
01531 - Travel Clerk I	18.87
01532 - Travel Clerk II	20.22
01533 - Travel Clerk III	21.77
01611 - Word Processor I	17.22
01612 - Word Processor II	19.34
01613 - Word Processor III	21.63
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.76
05010 - Automotive Electrician	23.04
05040 - Automotive Glass Installer	20.93
05070 - Automotive Worker	22.02
05110 - Mobile Equipment Servicer	18.52
05130 - Motor Equipment Metal Mechanic	22.88
05160 - Motor Equipment Metal Worker	20.93
05190 - Motor Vehicle Mechanic	22.99
05220 - Motor Vehicle Mechanic Helper	17.27
05250 - Motor Vehicle Upholstery Worker	19.82
05280 - Motor Vehicle Wrecker	20.93
05310 - Painter, Automotive	24.22
05340 - Radiator Repair Specialist	20.93
05370 - Tire Repairer	15.06***
05400 - Transmission Repair Specialist	22.88
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.17***
07041 - Cook I	14.49***
07042 - Cook II	16.64***
07070 - Dishwasher	12.73***
07130 - Food Service Worker	13.63***
07210 - Meat Cutter	14.96***
07260 - Waiter/Waitress	10.71***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.24
09040 - Furniture Handler	11.14***
09080 - Furniture Refinisher	18.11
09090 - Furniture Refinisher Helper	13.68***
09110 - Furniture Repairer, Minor	16.24***
09130 - Upholsterer	17.98
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.73***
11060 - Elevator Operator	13.73***
11090 - Gardener	22.84
11122 - Housekeeping Aide	13.87***
11150 - Janitor	13.87***
11210 - Laborer, Grounds Maintenance	17.00***
11240 - Maid or Houseman	13.34***
11260 - Pruner	15.02***
11270 - Tractor Operator	20.88
11330 - Trail Maintenance Worker	17.00***

11360 - Window Cleaner	15.70***
12000 - Health Occupations	
12010 - Ambulance Driver	20.65
12011 - Breath Alcohol Technician	23.78
12012 - Certified Occupational Therapist Assistant	38.16
12015 - Certified Physical Therapist Assistant	37.56
12020 - Dental Assistant	20.87
12025 - Dental Hygienist	40.23
12030 - EKG Technician	30.40
12035 - Electroneurodiagnostic Technologist	30.40
12040 - Emergency Medical Technician	20.65
12071 - Licensed Practical Nurse I	21.26
12072 - Licensed Practical Nurse II	23.78
12073 - Licensed Practical Nurse III	26.51
12100 - Medical Assistant	18.33
12130 - Medical Laboratory Technician	28.50
12160 - Medical Record Clerk	20.05
12190 - Medical Record Technician	22.43
12195 - Medical Transcriptionist	19.66
12210 - Nuclear Medicine Technologist	48.20
12221 - Nursing Assistant I	13.08***
12222 - Nursing Assistant II	14.70***
12223 - Nursing Assistant III	16.04***
12224 - Nursing Assistant IV	18.02
12235 - Optical Dispenser	19.50
12236 - Optical Technician	16.72***
12250 - Pharmacy Technician	18.48
12280 - Phlebotomist	18.43
12305 - Radiologic Technologist	33.30
12311 - Registered Nurse I	26.71
12312 - Registered Nurse II	32.66
12313 - Registered Nurse II, Specialist	32.66
12314 - Registered Nurse III	39.52
12315 - Registered Nurse III, Anesthetist	39.52
12316 - Registered Nurse IV	47.38
12317 - Scheduler (Drug and Alcohol Testing)	29.47
12320 - Substance Abuse Treatment Counselor	23.56
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.65
13012 - Exhibits Specialist II	25.58
13013 - Exhibits Specialist III	31.28
13041 - Illustrator I	24.95
13042 - Illustrator II	30.91
13043 - Illustrator III	36.18
13047 - Librarian	31.56
13050 - Library Aide/Clerk	14.72***
13054 - Library Information Technology Systems Administrator	27.70
13058 - Library Technician	17.58
13061 - Media Specialist I	19.99
13062 - Media Specialist II	22.35
13063 - Media Specialist III	24.92
13071 - Photographer I	19.31
13072 - Photographer II	21.60
13073 - Photographer III	26.75
13074 - Photographer IV	32.73
13075 - Photographer V	39.61
13090 - Technical Order Library Clerk	18.49
13110 - Video Teleconference Technician	22.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	23.56
14042 - Computer Operator II	26.35
14043 - Computer Operator III	29.38
14044 - Computer Operator IV	32.84
14045 - Computer Operator V	36.34

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		23.56
14160 - Personal Computer Support Technician		32.84
14170 - System Support Specialist		42.82
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		35.09
15020 - Aircrew Training Devices Instructor (Rated)		42.45
15030 - Air Crew Training Devices Instructor (Pilot)		50.89
15050 - Computer Based Training Specialist / Instructor		35.09
15060 - Educational Technologist		36.68
15070 - Flight Instructor (Pilot)		50.89
15080 - Graphic Artist		25.79
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		50.89
15086 - Maintenance Test Pilot, Rotary Wing		50.89
15088 - Non-Maintenance Test/Co-Pilot		50.89
15090 - Technical Instructor		27.43
15095 - Technical Instructor/Course Developer		33.55
15110 - Test Proctor		22.14
15120 - Tutor		22.14
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.37***
16030 - Counter Attendant		11.37***
16040 - Dry Cleaner		14.61***
16070 - Finisher, Flatwork, Machine		11.37***
16090 - Presser, Hand		11.37***
16110 - Presser, Machine, Drycleaning		11.37***
16130 - Presser, Machine, Shirts		11.37***
16160 - Presser, Machine, Wearing Apparel, Laundry		11.37***
16190 - Sewing Machine Operator		15.48***
16220 - Tailor		16.65***
16250 - Washer, Machine		12.50***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.21
19040 - Tool And Die Maker		27.87
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.25
21030 - Material Coordinator		24.46
21040 - Material Expediter		24.46
21050 - Material Handling Laborer		16.42***
21071 - Order Filler		16.83***
21080 - Production Line Worker (Food Processing)		19.25
21110 - Shipping Packer		17.87
21130 - Shipping/Receiving Clerk		17.87
21140 - Store Worker I		13.64***
21150 - Stock Clerk		19.78
21210 - Tools And Parts Attendant		19.25
21410 - Warehouse Specialist		19.25
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		39.44
23019 - Aircraft Logs and Records Technician		32.03
23021 - Aircraft Mechanic I		37.62
23022 - Aircraft Mechanic II		39.44
23023 - Aircraft Mechanic III		41.27
23040 - Aircraft Mechanic Helper		26.98
23050 - Aircraft, Painter		35.72
23060 - Aircraft Servicer		32.03
23070 - Aircraft Survival Flight Equipment Technician		35.72
23080 - Aircraft Worker		33.89
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		33.89

I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	37.62
II	
23110 - Appliance Mechanic	21.51
23120 - Bicycle Repairer	20.03
23125 - Cable Splicer	31.55
23130 - Carpenter, Maintenance	22.35
23140 - Carpet Layer	20.30
23160 - Electrician, Maintenance	24.39
23181 - Electronics Technician Maintenance I	26.71
23182 - Electronics Technician Maintenance II	28.15
23183 - Electronics Technician Maintenance III	29.65
23260 - Fabric Worker	26.87
23290 - Fire Alarm System Mechanic	23.76
23310 - Fire Extinguisher Repairer	20.03
23311 - Fuel Distribution System Mechanic	22.84
23312 - Fuel Distribution System Operator	17.91
23370 - General Maintenance Worker	19.91
23380 - Ground Support Equipment Mechanic	37.62
23381 - Ground Support Equipment Servicer	32.03
23382 - Ground Support Equipment Worker	33.89
23391 - Gunsmith I	20.03
23392 - Gunsmith II	23.01
23393 - Gunsmith III	25.54
23410 - Heating, Ventilation And Air-Conditioning Mechanic	24.25
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	25.42
23430 - Heavy Equipment Mechanic	29.36
23440 - Heavy Equipment Operator	22.83
23460 - Instrument Mechanic	27.95
23465 - Laboratory/Shelter Mechanic	24.25
23470 - Laborer	16.42***
23510 - Locksmith	23.89
23530 - Machinery Maintenance Mechanic	28.33
23550 - Machinist, Maintenance	24.00
23580 - Maintenance Trades Helper	16.69***
23591 - Metrology Technician I	27.95
23592 - Metrology Technician II	29.30
23593 - Metrology Technician III	30.67
23640 - Millwright	27.21
23710 - Office Appliance Repairer	21.67
23760 - Painter, Maintenance	19.31
23790 - Pipefitter, Maintenance	29.21
23810 - Plumber, Maintenance	27.72
23820 - Pneudraulic Systems Mechanic	25.54
23850 - Rigger	26.24
23870 - Scale Mechanic	23.01
23890 - Sheet-Metal Worker, Maintenance	23.58
23910 - Small Engine Mechanic	22.04
23931 - Telecommunications Mechanic I	29.53
23932 - Telecommunications Mechanic II	30.96
23950 - Telephone Lineman	25.89
23960 - Welder, Combination, Maintenance	22.70
23965 - Well Driller	23.17
23970 - Woodcraft Worker	25.54
23980 - Woodworker	20.03
24000 - Personal Needs Occupations	
24550 - Case Manager	18.79
24570 - Child Care Attendant	12.58***
24580 - Child Care Center Clerk	15.68***
24610 - Chore Aide	11.04***
24620 - Family Readiness And Support Services Coordinator	18.79
24630 - Homemaker	18.79

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.24
25040 - Sewage Plant Operator	22.57
25070 - Stationary Engineer	30.24
25190 - Ventilation Equipment Tender	21.31
25210 - Water Treatment Plant Operator	22.57
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.53
27007 - Baggage Inspector	14.36***
27008 - Corrections Officer	24.04
27010 - Court Security Officer	26.82
27030 - Detection Dog Handler	16.92***
27040 - Detention Officer	24.04
27070 - Firefighter	29.61
27101 - Guard I	14.36***
27102 - Guard II	16.92***
27131 - Police Officer I	33.46
27132 - Police Officer II	37.20
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.67***
28042 - Carnival Equipment Repairer	17.13***
28043 - Carnival Worker	11.27***
28210 - Gate Attendant/Gate Tender	17.16***
28310 - Lifeguard	11.55***
28350 - Park Attendant (Aide)	19.20
28510 - Recreation Aide/Health Facility Attendant	14.00***
28515 - Recreation Specialist	23.40
28630 - Sports Official	15.28***
28690 - Swimming Pool Operator	21.99
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.04
29020 - Hatch Tender	29.04
29030 - Line Handler	29.04
29041 - Stevedore I	27.45
29042 - Stevedore II	30.60
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	46.71
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	32.21
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	35.47
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	26.86
30051 - Cryogenic Technician I	29.26
30052 - Cryogenic Technician II	32.32
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	25.52
30095 - Evidence Control Specialist	26.42
30210 - Laboratory Technician	25.44
30221 - Latent Fingerprint Technician I	27.37
30222 - Latent Fingerprint Technician II	30.23
30240 - Mathematical Technician	33.58
30361 - Paralegal/Legal Assistant I	21.44
30362 - Paralegal/Legal Assistant II	26.57
30363 - Paralegal/Legal Assistant III	32.49

30364 - Paralegal/Legal Assistant IV	39.31
30375 - Petroleum Supply Specialist	32.32
30390 - Photo-Optics Technician	27.75
30395 - Radiation Control Technician	32.32
30461 - Technical Writer I	25.69
30462 - Technical Writer II	31.42
30463 - Technical Writer III	38.01
30491 - Unexploded Ordnance (UXO) Technician I	29.69
30492 - Unexploded Ordnance (UXO) Technician II	35.92
30493 - Unexploded Ordnance (UXO) Technician III	43.05
30494 - Unexploded (UXO) Safety Escort	29.69
30495 - Unexploded (UXO) Sweep Personnel	29.69
30501 - Weather Forecaster I	29.26
30502 - Weather Forecaster II	35.59
30620 - Weather Observer, Combined Upper Air Or	(see 2) 24.97
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 26.42
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.92
31020 - Bus Aide	14.95***
31030 - Bus Driver	21.81
31043 - Driver Courier	18.35
31260 - Parking and Lot Attendant	12.00***
31290 - Shuttle Bus Driver	18.53
31310 - Taxi Driver	13.24***
31361 - Truckdriver, Light	20.07
31362 - Truckdriver, Medium	21.79
31363 - Truckdriver, Heavy	23.34
31364 - Truckdriver, Tractor-Trailer	23.34
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.51
99030 - Cashier	12.46***
99050 - Desk Clerk	13.72***
99095 - Embalmer	24.05
99130 - Flight Follower	29.69
99251 - Laboratory Animal Caretaker I	14.74***
99252 - Laboratory Animal Caretaker II	16.12***
99260 - Marketing Analyst	37.40
99310 - Mortician	26.46
99410 - Pest Controller	23.68
99510 - Photofinishing Worker	15.60***
99710 - Recycling Laborer	21.11
99711 - Recycling Specialist	25.93
99730 - Refuse Collector	18.65
99810 - Sales Clerk	13.98***
99820 - School Crossing Guard	13.96***
99830 - Survey Party Chief	29.47
99831 - Surveying Aide	17.66
99832 - Surveying Technician	22.63
99840 - Vending Machine Attendant	17.05***
99841 - Vending Machine Repairer	20.93
99842 - Vending Machine Repairer Helper	17.01***

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour) or 13658 (\$12.90 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being

enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence 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: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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 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 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))."



TOWN COUNCIL AGENDA M.3. CONSENT ITEM(S)

DATE: February 19, 2024

FROM: Dale Crown, Senior Project Engineer

ITEM: **Consider approval of a Professional Services Agreement with Criado & Associates, Inc., for the design phase services associated with the Kirkpatrick Lane and Stapleton Street Sanitary Sewer Rehabilitation project, in the amount of \$50,600.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The project consists of the installation of approximately 3,020 linear feet of sewer line by pipe bursting along Kirkpatrick Lane, Stapleton Street and College Parkway.

The scope of the Professional Services Agreement includes the preparation of design plans and contract specifications. The estimated cost for construction and materials testing is \$1,020,000.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: The existing sewer mains have reached their service life and have had maintenance issues. A decision not to proceed with this project would result in continued maintenance problems and possible waste water service issues in the area.

FISCAL IMPACT: \$50,600
630-970-98282-6070

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

ATTACHMENTS:

1. Form 1295
2. 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
CRIADO & ASSOCIATES, INC.**

This contract is entered into on this _____ day of _____, 20____, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Criado & Associates, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 4100 Spring Valley Road, Suite 1001, Dallas, TX 75244.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to design and providing construction documents for the Kirkpatrick Lane and Stapleton Street Sanitary Sewer Rehabilitation project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the Kirkpatrick Lane and Stapleton Street Sanitary Sewer Rehabilitation project specifically including, but not necessarily limited to, the tasks enumerated more fully in Exhibit A hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Exhibit 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 Exhibit 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 Fifty Thousand Six Hundred and No/100 Dollars (\$50,600.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

CONSULTANT will bill TOWN on a lump sum basis in accordance with Exhibit C; provided however that this Contract shall control in the event of any conflict between the language in Exhibit C 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 supporting the percentage for which payment is sought by CONSULTANT during the previous month for which payment is sought. 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.

amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

Town of Flower Mound
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:

Dale Crown, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6302 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.

If TOWN agrees that CONSULTANT may retain any subcontractors, CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or subcontractor 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, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONSULTANT OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.
Independent Contractor

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

XIV.
Default

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

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

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

XV.
Provisions Surviving Termination

The terms of Sections XII entitled Indemnification, and 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:

Dale Crown, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6302 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:

David Hawkins, P.E.
Director of Utility Infrastructure
Criado & Associates, Inc.
4100 Spring Valley Road, Ste. 1001
Dallas, TX 75244
972-392-9092 Telephone
dhawkins@criadoassociates.com Email

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.

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

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

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

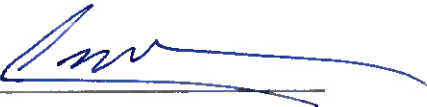
with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[Signature Page to Follow]

AGREED AND SIGNED by the authorized representatives of the Parties hereto on the dates indicated below.

CONSULTANT:
CRIADO & ASSOCIATES, INC.

THE TOWN OF FLOWER MOUND, TEXAS

By: 

Name: Cristina Criado, PE

Title: President/CEO

Dated: 2/5/24

By: _____

Name: _____

Title: _____

Dated: _____

January 31, 2024

Mr. Dale Crown, PE
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

**Re: Civil Engineering Fee Proposal for 2024 Sanitary Sewer Rehabilitation Project
Kirkpatrick Lane, College Parkway and Stapleton Street**

Dear Mr. Crown:

We are most pleased to submit our revised fee proposal for the engineering services for the following wastewater system improvements:

Kirkpatrick Lane 12" VCP Sanitary Sewer Pipe Bursting: Replace, in place, approximately 1,500 LF of existing 12" VCP pipe that runs from College Parkway south to approximately 500' south of Stapleton Street utilizing the pipe bursting method. New pipe will be HDPE and 12" in diameter.

Stapleton Street 8" VCP Sanitary Sewer Pipe Bursting: Replace, in place, approximately 820 LF of existing 8" VCP pipe that runs from Kirkpatrick Lane west to near Bluestem Street utilizing the pipe bursting method. New pipe will be HDPE and 8" in diameter.

College Parkway 8" VCP Sanitary Sewer Pipe Bursting: Replace, in place, approximately 700 LF of existing 8" VCP pipe that runs from Kirkpatrick Lane west to a manhole at the divided lane crossover along College Parkway utilizing the pipe bursting method. New pipe will be HDPE and 8" in diameter.

This lump sum fee proposal, for engineering and surveying services, includes the preparation of plans and specifications (suitable for construction and contractor pricing) for these improvements.

CRIADO will perform services for the project in accordance with the Scope of Work contained in **Exhibit A**, attached. The Fee Schedule for the work as described herein and **Exhibit A** is summarized below:

<u>Basic Services:</u>	<u>Fee Not to Exceed</u>
• Preliminary Design (60%)	\$ 16,000
• Final Design 90% & 100%	\$ 11,000
• Preparation of Bid Documents	\$ 5,000
• Project Design Meetings (4, in -person, total)	\$ 5,000
• Virtual Meetings (ten – 1 Hr meetings)	\$ 5,000
Subtotal:	\$ 42,000
<u>Special Services (Reimbursable Expenses):</u>	
• Field Survey and Base mapping	\$ 5,100
• Texas811 Coordination	\$ 1,500
• Misc. Reimbursables (billed with 1.1 markup) ¹	\$ 2,000
Subtotal:	\$ 7,600
Total:	\$ 50,600

Note 1: Printing, mileage, etc

The above fee does not include any easements or permitting (TCEQ, Erosion Control Plan, TCP, etc.). We estimated 4 plan sheets (2 panels per sheet) will be needed in addition to the cover sheet, general notes sheet and standard detail sheet(s).

We have attached the following: Scope of Work (**Exhibit A**), Project Location Map (**Exhibit B**) and Payment Schedule (**Exhibit C**).

We appreciate the opportunity to be of service to you and the City of Flower Mound. If you have any questions, please do not hesitate to call me at 972-392-9092.

Sincerely,
Criado & Associates, Inc.



David B. Hawkins, PE
Director of Utility Infrastructure

Attachments:

- Exhibit A – Scope of Work
- Exhibit B – Project Location Map
- Exhibit c – Payment Schedule

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EXHIBIT A

SCOPE OF WORK FOR 2024 SANITARY SEWER REHABILITATION PROJECT

A. GENERAL DESCRIPTION

Provide Engineering Services required for developing construction plans and specifications for the following project:

1. Wastewater pipe bursting project along Kirkpatrick Lane, Stapleton Street and College Parkway (approximately 3,020 linear feet).

The project is further described as follows:

Kirkpatrick Lane

Wastewater: Replace, in place, approximately 1,500 LF of existing 12" VCP pipe that runs from College Parkway south to approximately 500' south of Stapleton Street utilizing the pipe bursting method. New pipe will be HDPE and 12" in diameter (See **Exhibit B**).

Stapleton Street

Wastewater: Replace, in place, approximately 820 LF of existing 8" VCP pipe that runs from Kirkpatrick Lane west to near Bluestem Street utilizing the pipe bursting method. New pipe will be HDPE and 8" in diameter (See **Exhibit B**).

College Parkway

Wastewater: Replace, in place, approximately 700 LF of existing 8" VCP pipe that runs from Kirkpatrick Lane west to a manhole at the divided lane crossover along College Parkway utilizing the pipe bursting method. New pipe will be HDPE and 8" in diameter (See **Exhibit B**).

B. PROJECT SCOPE

1. TOPOGRAPHIC SURVEY & BASE MAPPING

No topographic survey will be performed. The only field data to be obtained will be existing manhole locations (within the project scope) and each manhole depth and location/size of connecting wastewater lines. Horizontal and vertical elevations will utilize datum from GPS.

2. SUBSURFACE UTILITY ENGINEERING (SUE) (Special Services – Provided by request only)

- a. Quality Level A (QL-A) Test Holes of existing underground utilities which may be in conflict with proposed design, including location and elevation. "In conflict" is defined as underground utilities within four (4) foot parallel to or across the proposed embedment zone. If Level A test holes are needed, a supplemental Scope of Work with associated fee shall be developed for those specific services.
- b. Quality Level B (QL-B) Designating to determine the existence and horizontal position of underground utilities within the project limits. If this level of SUE is needed, a supplemental Scope of Work with associated fee shall be developed for those specific services.

3. PERMITTING, GEOTECHNICAL AND LAND/EASEMENT ACQUISITION SERVICES (NOT IN THIS SCOPE OF WORK)

4. DESIGN AND PLAN PREPARATION (60, 90 AND 100%)

PRELIMINARY DESIGN (60% Plans)

1. Prepare 11"x17" preliminary construction plans based on the scope of work described above. Prepare the following sheets at the engineering scale indicated:
 - i. Cover sheet.
 - ii. General notes sheet.
 - iii. Wastewater Improvement Plan sheets. Scale 1" = 20'H; 1" = 5'V.
 - iv. Miscellaneous Detail sheets.
2. Plan sheets to be prepared utilizing City-provided GIS data.
3. Provide 60% plan submittal and coordinate with the City staff to review progress, discuss design issues, obtain additional design information, review plans and specifications outline, contract documents, and coordinate details.
4. Show existing adjacent water and wastewater mains, franchise utilities and storm lines, if available, from existing City-provided GIS data. The Engineer will contact franchise utility owners for any "as-built" records for the project area.
5. Prepare opinion of probable construction cost (OPCC).
6. Submit one set of preliminary plans (11x17) to City.
7. Provide specification outline for City review.

90% AND FINAL DESIGN

- a. Revise preliminary plans, specifications and contract documents incorporating comments from the City.
- b. Incorporate comments from the franchise utility companies.
- c. Pre- Final submittal of design plans, specifications, contract documents and opinion of probable construction cost (OPCC).
- d. Pre-Final Review Meeting with City staff. Any additional meetings to the original number identified in this fee schedule will be billed as an additional cost.
- e. Prepare final plans and construction contract documents for the proposed improvements, including details, notes and related information required for bidding.
- f. Prepare a final estimate of construction quantities and develop final opinion of probable construction cost. The quantity tables will be incorporated as a sheet(s) in the final design.

FINAL DESIGN DELIVERABLES (100%)

- a. Prepare Three (3) full-size (22" x 34") sets and seven (7) half-size (11" x 17") of construction plans (reproductions) and corresponding Bid Specifications after incorporating comments from the City and as directed by the Project Manager.
- b. Electronic file(s) of construction plans in pdf format.

5. PREPARATION OF BID DOCUMENTS

- a. Finalize the specifications. Prepare additional technical specifications, if necessary, for the proposed improvements to supplement the North Central Texas Council of Governments Specifications for Public Works Construction, City standards, and other applicable standard specifications.
- b. Assist the City in preparing final bid documents using existing City standard documents as directed by staff. Bid documents shall include bid proposal forms, construction plans, specifications, and other documents required by the City.
- c. Assist City with bid phase: answer contractor questions, issue addenda, attend bid opening, prepare bid tabulation and provide award recommendation.

6. CONTRACT ADMINISTRATION (NOT IN THIS SCOPE OF WORK)

C. EXCLUSIONS

The intent of the scope is to include only the services specifically listed above and no others. A separate proposal can be offered for the excluded services shown below upon request.

1. Computer modeling and routing of water and wastewater flows
2. Title searches
3. Topographic surveys
4. Profiles of existing/proposed utilities
5. Construction Phase services
6. Construction staking
7. Full time inspection
8. Designs for trench safety
9. Revisions to plans after submission and acceptance of completion of original final design (unless to correct error on plans)
10. Consulting services by others not included in proposal
11. Quality control and testing services during construction
12. Prints furnished after acceptance of the required sets for construction in accordance with this Agreement
13. Stormwater Pollution Prevention Plans
14. Traffic Control Plans
15. Environmental Services / Archeological Research.
16. Prepare to serve or serve as an expert witness on behalf of the City in connection with any public hearings or legal proceedings
17. Landscape and Irrigation Design
18. TV Inspection of existing wastewater system
19. Right-of-Way or Easement Acquisition Services
20. Public meetings
21. Public hearings
22. Geotechnical services
23. Possible impact to Customers (such as an analysis of inconvenience factors, alternate routes, lost business)
24. TxDOT or TCEQ permitting

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EXHIBIT B - SCOPE OF WORK

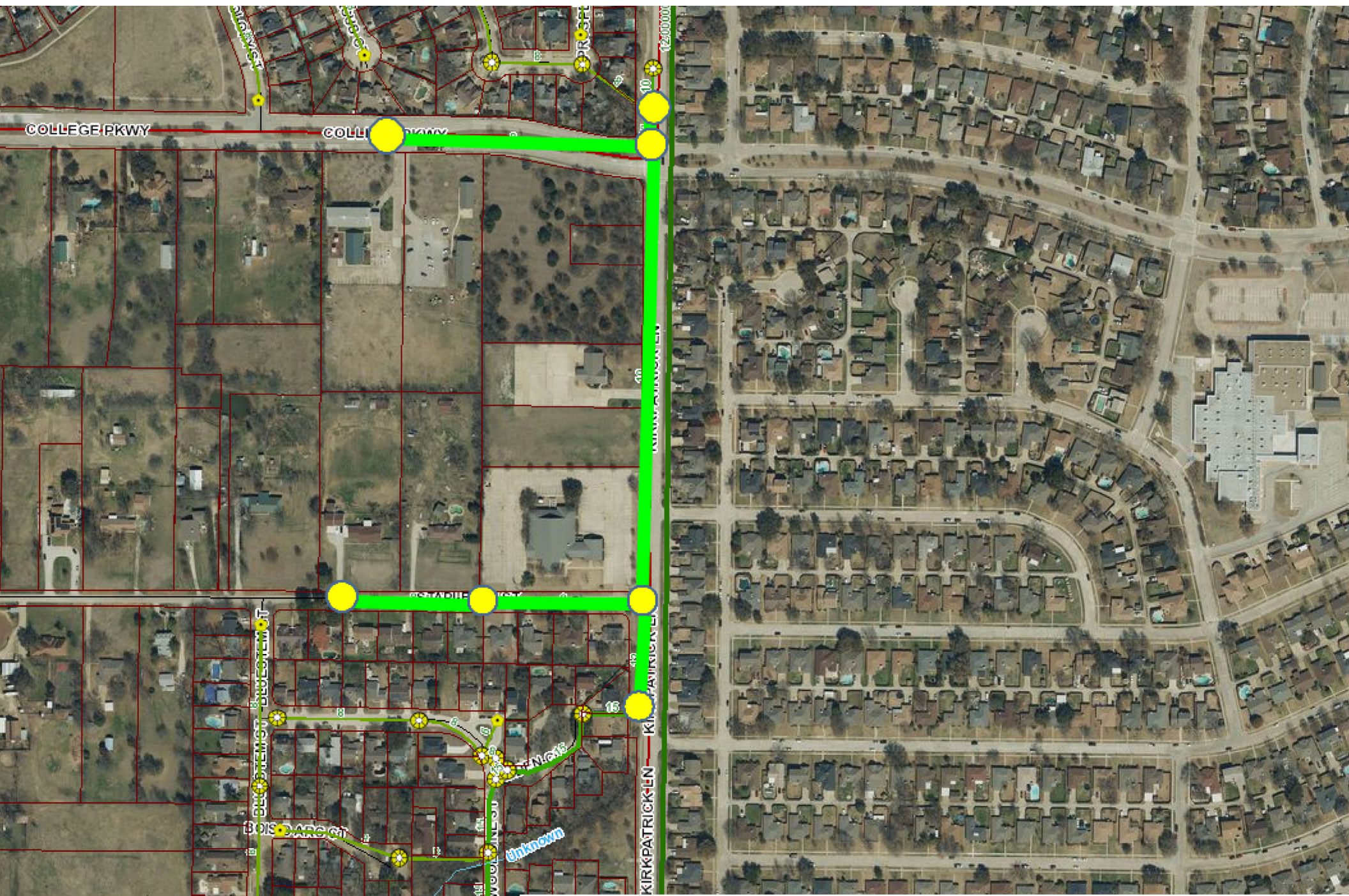


EXHIBIT C

**PAYMENT SCHEDULE FOR
2024 SANITARY SEWER REHABILITATION PROJECT**

SERVICE	FEE
TOPOGRAPHIC SURVEY & BASE MAPPING	\$5,100
PRELIMINARY DESIGN (60% PLANS)	\$16,000
90% AND FINAL DESIGN	\$8,000
FINAL DESIGN DELIVERABLES (100%)	\$3,000
PREPARATION OF BID DOCUMENTS	\$5,000
PROJECT DESIGN MEETINGS (4, IN PERSON)	\$5,000 (Hourly billing)
VIRTUAL MEETINGS (TEN – 1 HR MEETINGS)	\$5,000 (Hourly billing)
TEXAS 811 COORDINATION	\$1,500 (Reimbursable Exp.)
MISCELLANEOUS REIMBURSABLES	\$2,000 (Max.)

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TOWN COUNCIL AGENDA M.4. CONSENT ITEM(S)

DATE: February 19, 2024
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of the purchase of one Vermeer BC1800XL T4F 130 Horsepower Trailer Mounted Wood/Brush Chipper per Town Specifications and Vendor Quote from Vermeer Texas-Louisiana in the amount of \$97,000.**

BACKGROUND: The Public Works Department is requesting the purchase of one Vermeer BC1800KL T4F 130 HP Trailer Mounted Wood/Brush Chipper per Town of Flower Mound Specifications and Vendor Quote in the amount of \$97,000.00 from Vermeer Texas-Louisiana through BuyBoard Cooperative Contract #684-22.

This purchase is to replace Unit No. 9410-25, a 2008 Mobark Twister trailer mounted wood/brush chipper, and is part of the approved FY23/24 Vehicle Equipment Replacement Fund (VERF).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$97,000.00

Proposed Expenditure/(Revenue)
\$97,000.00

Account Number(s):
565-450-84500-6110

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bid Award Recommendation
2. Fleet Req
3. Quote

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



Bid Award Recommendation

Date: 2/8/2024 – VERF FY23-24

Description: **Trailer Mounted Wood/Brush Chipper**

Qty.: 1

Replaces: 9410-25, a 2008 Trailer Mounted Wood/Brush Chipper – PW, Drainage/Right of Way

Bidder: Vermeer – Texas-Louisiana, David Engles, 214-543-1334,
davide@vermeertexas.com
Via BuyBoard Cooperative Contract 684-22 and Quote# Q06604

Item: 1 – Vermeer BC1800XL T4F 130 Horsepower Trailer Mounted Wood/Brush Chipper to Include Delivery, Operation, and Maintenance Training.

Total Cost of Vehicles, Equipment & Installation:
\$97,000.00

It is Fleet Services recommendation to award the bid to **Vermeer Texas-Louisiana** in the amount of **\$97,000.00** utilizing the **BuyBoard Cooperative Contract # 684-22**.

Fleet Services Manager

2/8/2024

Date

VEHICLE-EQUIPMENT PURCHASE REQUISITION (For Purchase Process)

Date: 1/30/2024
 Suggested Vendor: Vermeer Texas-Louisiana
 Contact (if known): David Engles
 Address (if available): 3025 State Highway 161
Irving, TX 75062
 Phone/Fax: 972-255-3500



Ship/Bill To: Town of Flower Mound
 ATTN: FLEET SERVICES
 Address: 1101 Duncan Lane
Flower Mound, TX 75028
 PO #: _____
 Department Name: PUBLIC WORKS/DRAINAGE

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	\$ Updated Quote	Amount
VERF	\$108,637.00	1	Vermeer BC1800XL T4F (130HP)	\$97,000.00	\$ 97,000.00
					-
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$ 97,000.00

Name/Phone Ext.: Manny Palacios
 Approved By: Manny Palacios
 Unit #(s) to be replaced or specify NEW Unit: 9410-25 2008 Morbark Twister
12 Wood Chipper
 Spec Name: _____

APPROVALS:
 Fleet Manager: BILL STERNER
 Bid/Solicitation #: _____
 Co-Op/Contract #: Buy Board #684-22

Note: Requisition 'Unit Description' **must** match unit approved through the budget process. Any exceptions **must** accompany a detailed justification and ATM/CFO signature approval.



Vermeer Texas-Louisiana
3025 State Highway 161
Irving, TX 75062
Ph: (972) 255-3500
vermeertexas.com

Please remit to:
Vermeer Texas-Louisiana
PO Box 227283
Dallas, TX 75222-7283

Ship To: Fleet Services
1101 DUNCAN LN
FLOWER MOUND, TX 75028-3488

Invoice To: TOWN OF FLOWER MOUND
2121 CROSS TIMBERS ROAD
FLOWER MOUND TX 75028

Branch 01 - IRVING		
Date 02/08/2024	Time 10:15:42 (O)	Page 1
Account No FLOWE001	Phone No 9728746000	Est No 03 Q06604
Ship Via		Purchase Order QUOTE
Tax ID No 751366210		
DAVID ENGLES		Salesperson 143

EQUIPMENT QUOTE - NOT AN INVOICE

Description	** Q U O T E **	EXPIRY DATE: 02/28/2024	Amount
New VERMEER BC1800XL T4F (130HP)			97000.00

Subtotal: 97000.00
Quote Total: 97000.00

Authorization: _____
*Buyboard Ref.#684-22
*Includes delivery to Fleet Services.
*Includes training on operation and maintenance.



Good for thirty (30) days from date of quote.

Thank You For Your Business!



TOWN COUNCIL AGENDA N.1. REGULAR ITEM(S)

DATE: February 19, 2024
FROM: Julie Taylor, Director of Treasury Operations
ITEM: **Consider approval of a Client Satisfaction Offer and Utility Merchant Addendum Questionnaire with OpenEdge Payments LLC and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: OpenEdge Payments LLC (“OpenEdge”), a Global Payments company, serves as the merchant card processor for the Town. The original agreement with OpenEdge was approved by the Town Council on June 1, 2020. During the COVID pandemic, the merchant card industry postponed rate increases until April 2022 and since that time, the processing rates have increased significantly, along with the implementation of new fees due to evolving technology and security risks.

A rate review was completed, resulting in a reduction of the discount rate, settlement funding fee and risk assessment fees to an approximate \$9,000 or 17% savings per month. In addition to a rate reduction, the Client Satisfaction Offer designates a dedicated client advocate to address any future concerns.

The Client Satisfaction Offer covers all merchant card collection sites for the Town’s operations, except for the Parks Department which is under agreement with the recreation management software, Active Network, LLC, a division of Global Payments, Inc.

Also included for Council’s consideration is a Utility Merchant Addendum/Questionnaire which requires the Mayor’s signature as the authorized signer. This form is to apply for VISA’s Utility program which offers lower interchange fees and/or reimbursement of fees. Only the Utility Billing in-person transactions would qualify for this program as a convenience fee is charged for on-line transactions.

ALTERNATIVES: If the offer is denied by the Town Council, reduced rates will not be received.

FISCAL IMPACT: N/A

LEGAL REVIEW: Bryn Meredith, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the client satisfaction offer as to form and legality.

ATTACHMENTS:

1. Client Satisfaction Offer
2. GPI Utility Merchant Addendum Questionnaire

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

CLIENT SATISFACTION OFFER

Merchant Name or DBA Name: FLOWER MOUND, TX ("Merchant")

Merchant ID(s): 8788242905926, 8788242965669, 8788242965670, 8788242965674, 8788242965683, 8788242965721, 8788242965739, 8788242965744, 8788242965778, 8788242965792 ("MID" or "MIDs")

Date: 2/9/2024

OPENEDGE PAYMENTS LLC ("OpenEdge"), a Global Payments company, values its merchant clients and strives to create mutually beneficial, long-term relationships with them. To that end, OpenEdge offers you, the Merchant, the following terms on behalf of its affiliate, Global Payments Direct, Inc. ("Global Direct"). Accepting this offer will modify your Card Services Agreement (the "Agreement") with Global Direct in accordance with the adjustments listed below (the "Amended Rates"). Capitalized terms not defined herein shall have the meaning given in the Agreement.

Amended Rates

Discount Rate 0.20% Per item \$0.10

Settlement Funding Fee 0.200% Per item \$0.10

Risk Assessment fee 0.200% Per item \$0.10

Please see the Rate Analysis for full details.

Contract Term

The Amended Rates will become effective on the first day of the calendar month of the Effective Date so long as this Client Satisfaction Offer is executed and received by Global Direct by the 10th of the calendar month, otherwise the Amended Rates will be effective on the first day of the calendar month following the Effective Date. The Amended Rates are subject to the terms and conditions of the current version of the Agreement. All fees, rates, charges and other terms not otherwise revised per this Client Satisfaction Offer remain in full force and effect.

Merchant agrees to extend the term of the Agreement for 36 months from the last date of execution below (the "Effective Date"). This time period will be referred to as the "Extended Term". At the expiration of the Extended Term, the Agreement will automatically renew as per the terms of the Agreement for successive one-year periods (each a "Renewal Term", and collectively with the Initial Term and the Extended Term, the "Term").

Merchant agrees to pay the following account closure fees per terminating MID upon early termination of the Agreement: (a) \$500.00 if terminated with more than 12 months remaining in the Term; or (b) \$250.00 if terminated with 12 or fewer months remaining in the Term, or such portion of the foregoing as may be permitted by applicable law.

All other terms and conditions of the Agreement remain unchanged. This Client Satisfaction Offer and the details contained herein are confidential and may not be disclosed, displayed, or otherwise transmitted to any third party except to attorneys, accountants or other professional advisers as may be necessary to effect the purposes of this letter between the parties. By signing below, each party acknowledges that it has carefully read and fully understood this amendment, and each agrees to be bound by the terms of this amendment.

OPENEDGE PAYMENTS LLC

FLOWER MOUND, TX

Signed By: Kennedy Anderson
Name: Kennedy Anderson
Title: Manager
Date: February 9, 2024

Signed By: _____
Name: Derek France
Title: _____
Date: _____

Questionnaire

Town of Flower Mound (Utility Billing)		8788242965778	972-874-6010	
DBA Name		Merchant ID	Phone Number	
2121 Cross Timbers Road		Flower Mound	Texas	75028
DBA Street Address		City	State	Zip
Water, Sewer, Trash, Stormwater	26,000	☐ YES ☒ NO Does the merchant charge a Convenience Fee? Note: If YES, Merchant is not eligible for the Visa Utility Program		
Type of Utility Provided	Estimated number of Customers	☐ Website ☐ Telephone ☐ Mail ☒ In Person ☐ Auto Pay* Indicate if the Merchant accepts Visa Payments via		
www.flower-mound.com				
Merchant Website Address				
In Person				

If the merchant offers an Automatic Billing option in which they will auto-debit the cardholders account on a routine basis, please define the signup method including a list of required documentation (i.e., Contract, Voided Check, etc)

The two MCC's utilized when setting up utility merchant types are defined below:

- 4900 – Utilities – Electric, Gas, Water, Sanitary**
 Merchants classified under this MCC provide the generation, transmission and/or distribution of electricity, or gas power, or other utility type services* on an ongoing basis. This MCC also includes merchants providing water supply system services and merchant primarily engaged in the collection and disposal of refuse.
 * MasterCard recognizes Home Heating Fuel Oil Merchants to be included within this MCC description; Visa does not.
Note: Both Visa and MasterCard recognizes this MCC as a Utility Level Merchant.
- 5983 – Fuel Dealers – Fuel Oil, Wood, Coal and Liquid Petroleum**
 Merchants classified under this MCC sell fuel oil, wood, coal, liquid petroleum, aviation fuel, heating oil or gas propane for consumer use. These merchants may or may not also sell gasoline for consumer use in automobiles.
Note: Visa recognizes this MCC at an Emerging Market Level Merchant.
MasterCard recognizes this MCC as a regular Retail Level Merchant.

Utility Merchant Requirements

- If Merchants or Third Party Vendors choose to charge a Convenience Fee they will not be eligible for and/or will be removed from the Visa Utility Program.
- Merchant accepts Visa as means of payment in all channels (i.e., face-to-face, mail/telephone, and Internet as applicable)
- Merchant complies with all Visa Operating Regulations (including visual representation on Merchant Website.)
Note: Visa does not recognize home heating/fuel oil as a utility service.
- Merchant features the opportunity to pay with Visa at least as prominently as all other payment.

Set Up Options

One of the four possible scenarios below should be selected by the Merchant:

Note: All qualification is subject to change as a result of processing method; card type, etc. (e.g., swiped cards, 2 day clearing, etc.)

☒ **Set Up Scenario #1: Merchant sells utility products/services in accordance with MCC 4900 and does NOT provide Home Heating Fuel Oil related products/services.**

In this scenario, merchant can be set up as one MID with a MCC of 4900 and should qualify for Utility Level Rates on both Visa and MasterCard if all other utility requirements are appropriately met.

Please note: Card present transactions for consumer and business debit/prepaid products do not receive the Visa utility rate.

☐ **Set Up Scenario #2: Merchant sells utility products/services in accordance with MCC 4900 and DOES provide Home Heating Fuel Oil related products/services.**

In this scenario, merchant can be set up as one MID with a MCC of 4900. They should qualify for Utility Level Rates on MasterCard and Retail or Card not Present Level Rates for Visa if all other requirements are appropriately met.

☐ **Set Up Scenario #3: Merchant sells Home Heating Fuel Oil related products/services in accordance with MCC 5983.**

In this scenario, merchant can be set up as one MID with a MCC of 5983. They should qualify for Emerging Market Level Rates on Visa and Merit I / III Level Rates for MasterCard if all other requirements are appropriately met.

☐ **Set Up Scenario #4: Merchant sells Home Heating Fuel Oil related products/services as a Utility Product/Service.**

In this scenario, merchant can be set up as two MID's to ensure the Merchant receives the best qualification rate for both card types. One MID will be for all Visa transactions and must be set up with MCC 5983. This should qualify as an Emerging Market Level with Visa. The other MID will be for all MasterCard transactions and must be set up as MCC 4900. This should qualify as a Utility Level Merchant with MasterCard.

Please note: This option will require the merchant to process all Visa and MasterCard transactions separately and meet all other requirements appropriately in order to qualify for the correct rates.

Addendum

By signing this Addendum, Merchant agrees with the statements made above and understands if they qualify for the selected scenario they will receive the current rates subject to any Interchange rate changes made by the Card Brands and that all terms and conditions of the original agreement continue to apply.

Julie Taylor	Director of Treasury Operations	julie.taylor@flower-mound.com	2/5/2024
Name of the Requestor	Title	Email	Date
X Owner / Officer / Authorized Signer		Note: Signer must be the original signer of the Heartland Merchant Processing Agreement and/or provide a letter of authorization ☐ Owner ☐ Officer ☒ Authorized Signer	



TOWN COUNCIL AGENDA N.2. REGULAR ITEM(S)

DATE: February 19, 2024
FROM: Poornima Kashyap, Planning Manager
ITEM: **Public Hearing to consider an ordinance for amending the zoning (CON23-0001 – FM 1171 Conservation Development) from Interim Holding (IH) and Agricultural (A) uses to Planned Development District No. 196 (PD-196) with Agricultural (A) uses for a conservation development with certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located north of Cross Timbers Road and east of U.S. Hwy 377. (PZ recommended approval by a vote of 6 to 0 at its November 13, 2023, meeting.) (TC moved to table this item by a vote of 5 to 0 at its November 16, 2023, meeting.)**

BACKGROUND:

- Development Size – 148 acres
- Proposed Zoning – Planned Development No. 196 with Agricultural uses for Conservation Development
- Proposed Lots – 74 Buildable Lots for a density of one unit per 2 acres (minimum lot size is .75 acres and approximately 27% of all lots are greater than one-acre)
- Open Space – Meets minimum 45% open space
- SMARTGrowth – Passed
- Traffic Analysis – Passed
- Modifications – Certain dimensional regulations and to allow encroachment into the 200-foot scenic corridor buffer
- Exceptions – Topographical Slope
- Incentives – N/A
- [Planning and Zoning Commission Staff Report Link](#)

Based on the feedback received at the November 16, 2023, Town Council meeting, the applicant has made the following modifications.

Exceptions and Modifications	Previous Plan	Current Plan
Impacts to Topographic Slope $\geq$ 5% and $<$ 12%	61.46 acres	50.15 acres
Impacts to Topographic Slope $>$ 12%	6.64 acres	3 acres
Percent of lots $>$ 1 acre (minimum 25%)	37%	27%
Side setback modification	9 lots	7 lots
Lot coverage modification	35% for all lots	25% for primary structure for all lots 35% for primary and accessory structures for lots $<$ 1acre
Modifications to subdivision sign standards	yes	no
Height of retaining walls	Retaining walls $\geq$ 8' requires	Retaining walls shall be terraced to reduce impact unless preserving an

	approval of an exception	environmental feature. Retaining walls ≥ 8' requires approval of an exception
Specimen tree removal recommended for approval by ECC	10/03/2023 -14 trees	02/06/2024 – Additional 2 trees

BOARD REVIEW/CITIZEN FEEDBACK:

The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its November 13, 2023, meeting with the following condition.

1. The height of retaining walls shall not exceed eight (8) feet in height unless an exception is granted.

Town Council moved to table this item by a vote of 5 to 0 at its November 16, 2023, meeting.

ALTERNATIVES:

FISCAL IMPACT: N/A

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

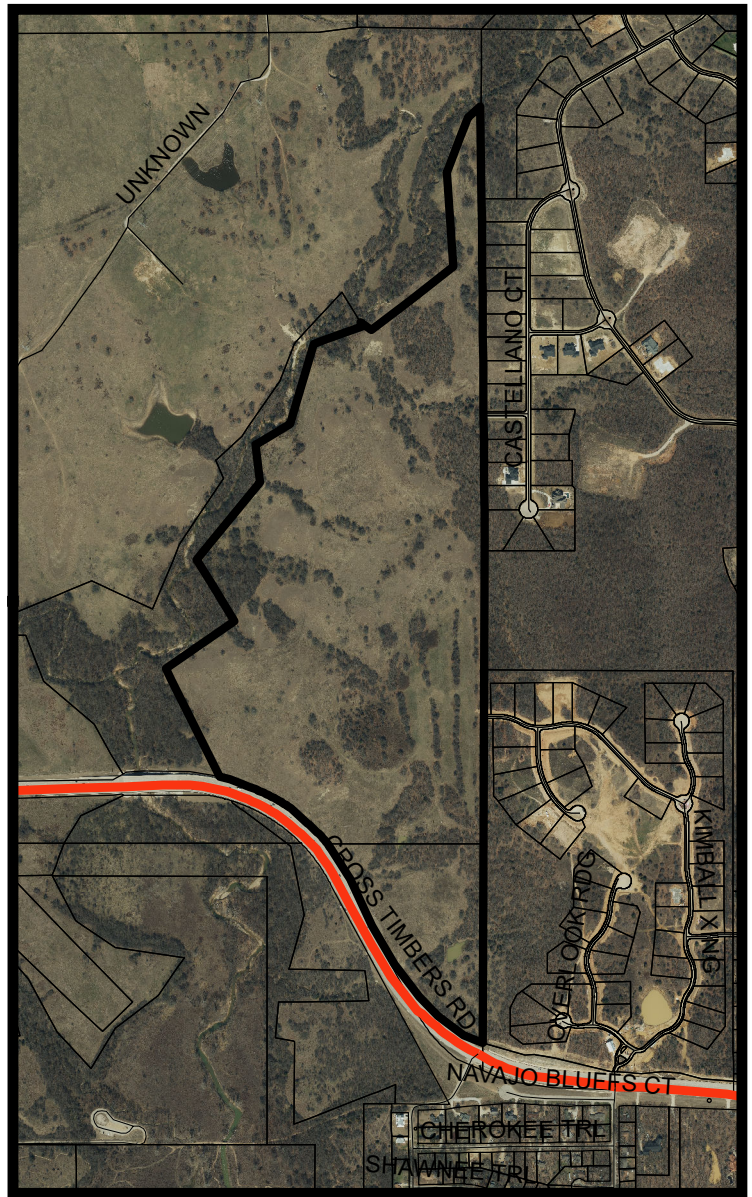
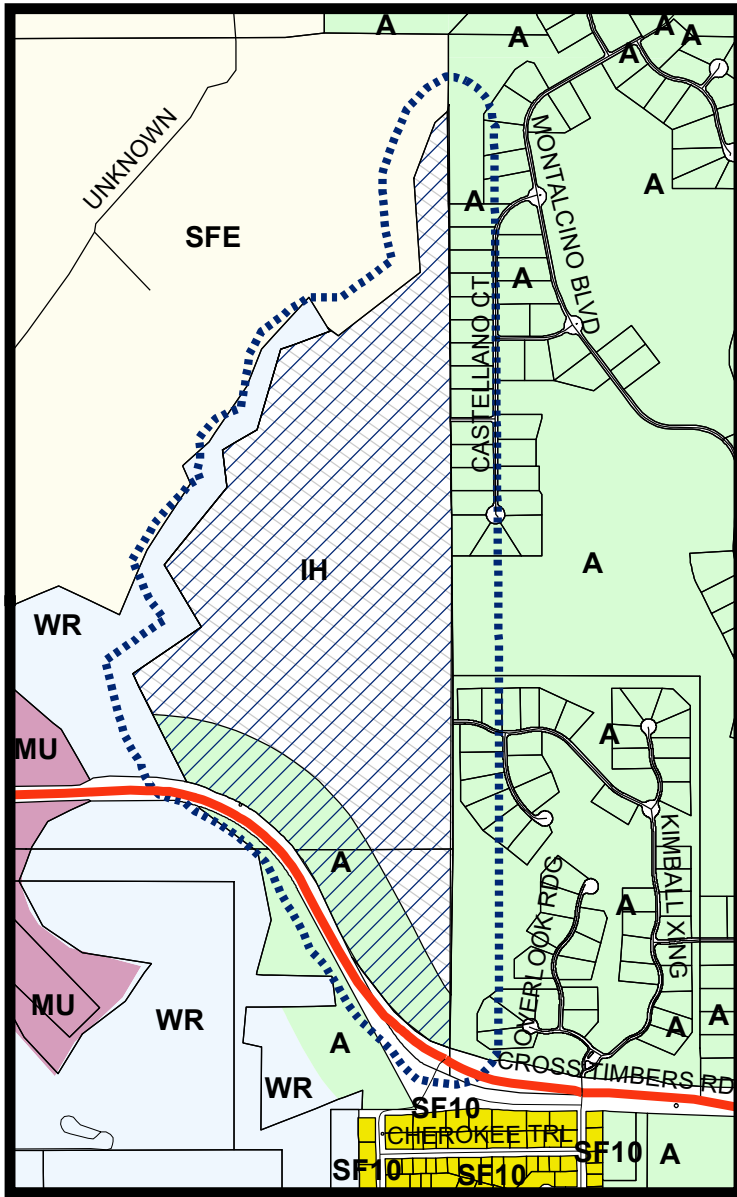
ATTACHMENTS:

1. Map - Zoning & Aerial
2. Letter of Intent
3. DRAFT Ordinance
4. DRAFT Exhibits A-F

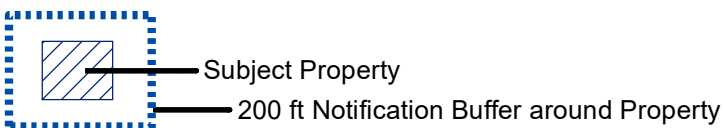
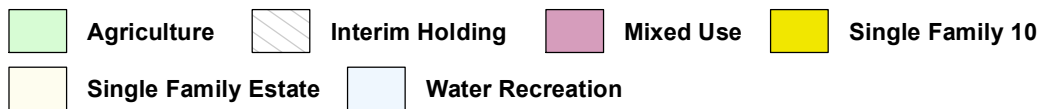
DRAFT MOTION: Move to approve as presented in the agenda caption.

Vicinity Map

CON23-0001 - FM1171 Conservation Development

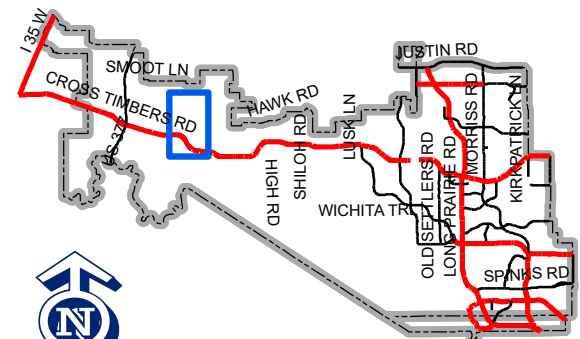


LEGEND

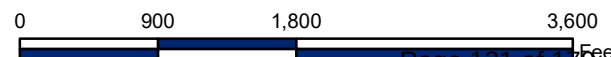


Visit www.fmdevmap.com to learn more about this project.

Visit <https://www.flower-mound.com/notifyme> to sign up for text message and/or email alerts for future projects.



Map Location



December 21, 2023

Lexin Murphy, AICP
Executive Director of Development Services
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

**RE: CROSS TIMBERS
Planned Development Application
Letter of Intent**

Ms. Murphy,

Please accept this letter, on behalf of Hines, as an explanation of the proposed Zoning Change Request for a Planned Development (PD) to establish a Conservation Development on 148 acres of land within the Cross Timbers Conservation Development District.

The proposed development will provide over 45 percent of open space in order to preserve existing trees, topography, environmental habitats, and floodplain areas found on the site. The neighborhood will complement the existing Montalcino and Pepper Creek neighborhoods that are located directly to the east; which will be connected by roadways with emergency access gates and connected through open space corridors. The development will provide the trails along FM 1171 in compliance with the Town's newly adopted Trail Plan.

EXCEPTIONS

We respectfully request a few exceptions to the Conservation Development Ordinance:

- 1. Topographical Slope Protection Impact:** The site contains several pockets of steep slope areas meeting the SMARTGrowth criteria for slope greater than 12%. The design intent has been to minimize this impact as much as possible while still meeting the required design standards. The vast majority of the steep slope areas are within open space lots and will be preserved. The site includes approximately 2.73 acres of impacted slopes greater than 12%.

MODIFICATIONS

We respectfully request a few modifications to the Conservation Development Ordinance:

- 1. Scenic Buffer Encroachment:** The first exception is to allow for encroachment into the 200' scenic corridor buffer. This exception is needed in order to access the site from FM 1171, a street is required within the buffer. There are also steep slopes within the buffer and in order to minimize impact, the proposed streets only encroach minimally into the buffer just after the entry point from FM 1171 where the street has a T intersection to disperse traffic right or left. There are no proposed residential lots located within the buffer.

- 2. Side Setback and Lot Coverage:** Due to the sizing of the houses on the lots, the side yard setback has been changed from 25' to 20' on a total of 10 lots. The lot coverage for 1 acre and greater lots will remain 25 % and all lots under 1 acre will be 35%. Both requirements have been changed to allow for semi-custom homes on the lots. The lots we are requesting the side setbacks from 25' to 20' are Block B Lot 9, Block C Lot 15, Block D Lot 4, Lot 5, Lot 6, Lot 7, and Lot 12.

Cross Timbers meets the standards of the Town of Flower Mound Code of Ordinances, Section 98-277 in the following ways: 1) the street has been meticulously planned in order maximize preservation of most specimen trees; 2) there was careful consideration to place specimen trees outside of the building envelope if located within lots; 3) most clusters of specimen trees and non-specimen trees are located in X lots; 4) the open space is greater than 45%; 5) the majority of lots are adjacent to open space; and 6) the open space network was designed to intentionally provide connections of open space corridors throughout the property.

As you are aware, we have held a pre-application conference with the Town staff and held a neighborhood meeting on March 22nd. The second neighborhood meeting took place on August 31st. We believe that the submitted plan meets the intent of the Town's regulations for Conservation Development and look forward to working with staff to process the application.

Please do not hesitate to contact us if you have any questions or need any additional information.

Sincerely,

MCADAMS



Patricia Fant, AICP
Land Planner, Planning + Design

TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 148.008 ACRES OF LAND SITUATED IN THE BUFFALO BAYOU, BRAZOS AND COLORADO RAILROAD SURVEY, ABSTRACT NO. 187 AND THE JAMES C. MCGOWAN AND C.G. PITCOCK SURVEY, ABSTRACT NO. 959, DENTON COUNTY, TEXAS, FROM A AGRICULTURAL USES AND IH INTERIM HOLDING USES TO PLANNED DEVELOPMENT DISTRICT-196 (PD-196) WITH A AGRICULTURAL USES FOR A CONSERVATION DEVELOPMENT IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas (the "Town"), is a home rule municipality 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 heretofore adopted the Land Development Regulations of the Town, as amended, which ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 148.008 acres of land situated in the Buffalo Bayou, Brazos and Colorado Railroad Survey, Abstract No. 187, and the James C. McGowan and C. G. Pitcock Survey, Abstract No. 959, Denton County, Texas (the "Property"), as described more fully in the attached Exhibit "A," have filed an application to change the zoning from A Agricultural uses and IH Interim Holding uses to Planned Development District-196 (PD-196) with A Agricultural uses for a Conservation Development; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on November 13, 2023, and the Town Council of the Town held a public hearing on February 19, 2024, with respect to the proposed rezoning as described herein; and,

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

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

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

SECTION 1

The Land Development Regulations of the Town, as amended, are hereby amended on the hereinafter described property and area to establish a Planned Development District as shown below:

Approximately 148.008 acres of land situated in the Buffalo Bayou, Brazos and Colorado Railroad Survey, Abstract No. 187, and the James C. McGowan and C. G. Pitcock Survey, Abstract No. 959, Denton County, Texas, depicted in Exhibit "A," attached hereto.

Planned Development District-196 (PD-196) with A Agricultural uses for a Conservation Development.

SECTION 2

The Development Standards, Concept Plan, Conceptual Landscape Plan, Concept Open Space Plan, and Concept Open Space Management Plan of the proposed Planned Development District No. 196 (PD-196), attached hereto as Exhibits "B", "C," "D," "E," and "F," each incorporated herein for all purposes allowed by law, are hereby approved as the Development Standards, Concept Plan, Conceptual Landscape Plan, Concept Open Space Plan, and Concept Open Space Management Plan for this Planned Development District No. 196 (PD-196).

SECTION 3

The official Zoning Map of the Town is hereby amended and the Director of Development Services is directed to revise the official Zoning Map to reflect the approved Planned Development District No. 196 (PD-196), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms, and conditions contained herein and in Exhibits B, C, D, E and F attached hereto, as well

as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town.

SECTION 5

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

SECTION 6

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

SECTION 7

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council 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, Town of Flower Mound, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8

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

SECTION 9

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

SECTION 10

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 19TH DAY OF FEBRUARY, 2024.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT E

EXHIBIT F

EXHIBIT "B"

DEVELOPMENT STANDARDS

Planned Development District - 196 (PD-196) Cross Timbers

The development on the property comprising approximately 148 acres of land within the corporate limits of the Town of Flower Mound (the "Town") and as described on Exhibit "A" to this Zoning Ordinance adopting PD-196 shall be in accordance with the Town's *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. PERMITTED USES:

The following uses shall be the only uses permitted in the Planned Development District (PD-196).

1. Permitted Uses. The following uses shall be permitted in PD-196, subject to compliance with all applicable conditions and provisions of the Town's Land Development Regulations, as amended:
 - a. Dwelling, single-family detached;
 - b. Accessory use, general, subject to Section 98-972;
 - c. Garage Sale, subject to Section 98-982;
 - d. Home occupation, subject to Section 98-984;
 - e. Model home;
 - f. Swimming pool, private; subject to Section 98-996;
2. Specific Uses: No specific uses requiring the issuance of a specific use permit shall be permitted in PD-196, except:
 - a. Accessory Dwelling, subject to section 98-983.
3. Temporary Uses. Only the following temporary uses may be permitted in PD-196 subject to the approval of a temporary use permit in accordance with the procedures and standards of section 78-87 of the Code, "Temporary Use Permits":
 - a. Asphalt/concrete batch plant, temporary, subject to section 98-974
 - b. Building material yard; and
 - c. Field office, temporary
4. Accessory Uses shall be provided within Lot 23x, Block C as shown on the attached Concept Landscape Plan (Exhibit "D") and shall consist of the amenities listed below:
 - a. Shade Structure:
 - i. Size: 2,000 sq. ft. Maximum (each) and 500 sq. ft. Minimum (each).
 - ii. Number: Maximum of 3 and Minimum of 1.
 - b. Putting Green:
 - i. Size: 5,000 sq. ft. Maximum (each) and 1,000 sq. ft. Minimum (each).
 - ii. Number: Maximum of 2 and Minimum of 1.

- c. Playground:
 - i. Size: 6,000 sq. ft. Maximum (each) and 1,500 sq. ft. Minimum (each).
 - ii. Number: Maximum of 3 and Minimum of 1.
- d. Overlook:
 - i. Size: 1,000 sq. ft. Maximum (each) and 250 sq. ft. Minimum (each).
 - ii. Number: Maximum of 3 and Minimum of 1.
- e. Passive Seating Area:
 - i. Size: 500 sq. ft. Maximum (each) and 100 sq. ft. Minimum (each).
 - ii. Number: Maximum of 5 and Minimum of 1.

B. RESIDENTIAL DIMENSIONAL REGULATIONS

1. PD-196 Residential Lot Standards:

- a. Minimum lot area per dwelling. The minimum lot area shall be 32,670 square feet, subject to section 98-1023;
 - b. Minimum lot width. The minimum lot width, measured at the permitted building line, shall be 150 feet, subject to section 98-1024;
 - c. Minimum front yard setback. The minimum front yard setback shall be 40 feet (40') subject to section 98-1026. The front yard building setback may increase to accommodate the minimum lot width on lots along curves and/or cul-de-sacs.
 - d. Minimum side yard setback. The minimum side yard setback shall be 25 feet (25') except for; Lot 9, Block B; Lot 15, Block C; Lot 4, Lot 5, Lot 6, Lot 7, and Lot 12, Block D, shall be 20 feet (20'), subject to section 98-1027.
 - e. Minimum rear yard setback. The minimum rear yard setback shall be 20 feet, subject to section 98-1028.
 - f. Minimum floor area per unit. The minimum floor area per dwelling unit shall be 2,100 square feet.
 - g. Maximum lot coverage. The maximum lot coverage for lots one acre or greater shall be 25 percent (25%) and the maximum lot coverage for a primary structure on lots less than one acre shall be 25 percent (25%) and shall be allowed up to 35 percent (35%) lot coverage to include accessory structures, subject to section 98-1029;
 - h. Maximum height. The maximum height of all buildings and structures shall be three (3) stories or 35 feet (35') for all uses, subject to section 98-1031;
2. The dimensional and area regulations shall not apply to common areas or lots owned by the homeowner's association for FM 1171 Conservation Development ("HOA"). Any common areas or lots owned by the HOA and any structure(s) thereon shall conform to all relevant provisions of the Town's code of ordinances and land development regulations.

C. RESIDENTIAL LOT REQUIREMENTS

The following requirements shall apply to the residential lots within PD-196.

- 1. There shall be a maximum density of one unit per two acres, which equates to 74 total residential lots.

2. A minimum of 25 percent of the lots must be at least one acre or 43,560 square feet in size.

D. SUPPLEMENTAL STANDARDS

1. The development of PD-196 is subject to the approved Environmental Protection Plan.
2. The development of PD-196 is subject to an Open Space Management Plan.
3. The homeowner or home builder may choose to install an ornamental metal fence on any residential lot or may choose to leave their property unfenced. If a pool is installed, a fence must be constructed either by the home builder or homeowner, in accordance with Town requirements. Wood fence or masonry wall shall not be permitted.
4. As a Conservation Development, PD-196 shall have a minimum of 45 percent (45%) of the gross land area preserved as open space for the development as depicted in Exhibit "E" below. In meeting requirements for open space, the developer must demonstrate how open space designated in Exhibit "E" shall be managed. Open space shall be managed by a qualified nonprofit entity or organization that manages open space, such as a land trust, HOA, or other qualified entity, pursuant to section 170(h) of the Internal Revenue Code, as amended, and as may be approved and accepted by the Town. The final Open Space Management Plan (OSMP) shall:
 - a. Conform with Section 5 of Ordinance No. 54-22, the Cross Timbers Conservation Development District Area Plan (CTCDD).
 - b. Be submitted and approved by the Town prior to the submittal of the first record plat within the development.
 - c. Be recorded in the deed records of Denton County, Texas as a restriction running with the land, with such recordation to occur simultaneously with recording of the first record plat.
 - d. Substantially conform to the draft OSMP submitted to the Planning and Zoning Commission for consideration of the zoning application (PD-196) and identified as Exhibit "F."
5. A multi-use trail with a minimum width of 12 feet (12') shall be provided along FM 1171.
6. An equestrian trail with a minimum width of 15 feet (15') shall be provided along FM 1171.
7. All landscaping shall be in conformance with Exhibit "D," the Conceptual Landscape Plan.
8. Subdivision entry signage elements shall be rustic in nature, including natural elements to fit the character of the Cross Timbers Conservation Development District. Signage materials shall follow the Town of Flower Mound Code. Entry walls shall have a wall height of no more than 12 feet (12'). Entry columns or tower elements may not exceed 12 feet (12') in height from the ground plan. If additional wall heights are required due to grading changes, walls must be terraced and incorporate landscape between the wall locations.

Maximum sign face, or signage lettering, shall not exceed 60 square feet. Entry signage walls may extend and transition out to scenic roadway fencing.

E. EXCEPTIONS and MODIFICATIONS

The following exceptions and modifications shall be granted with the approval of Planned Development District-196 (PD-196).

1. Topographical Slope Protection – Section 98-147

An exception to Section 98-147, “Topographical slope protection,” is granted. However, the developer shall provide drawings that illustrate the impact of the proposed Development on the natural topography and the manner by which the Development is integrated into, reflects, and maintains the overall integrity of the natural topography with subsequent record plat applications. In addition, the developer shall conform with the following requirements with subsequent Subdivision Site Plan or similar applications:

- a. The identification of those specific Best Management Practices (“BMPs”) that will be used to maintain and responsibly integrate the Development into the natural topography together with an explanation regarding their use within the plans for such Development. The BMPs to be used shall include, but are not limited to, those BMPs found within the Town’s Engineering Design and Construction Standards.
- b. While recognized as a potential BMP, the use of retaining walls should be kept to a minimum. Terracing shall be used to limit retaining wall height except in situations where a single, larger wall would allow for the preservation of an environmental feature. Any retaining wall four feet (4’) or greater in height shall be designed by a professional engineer licensed by the State of Texas. The height of retaining walls shall not exceed eight feet (8’) in height unless an exception is granted at the time of Subdivision Site Plan.

2. Scenic Buffer – Section 98-277

An exception to Section 98-277, “Conservation development option and standards,” is granted to allow the roadway to encroach into the 200’ scenic buffer, but no residential lots shall be located within the 200 foot (200’) scenic buffer.

M:\Projects\HIN21002\21002 DEVELOPMENT PLAN ZONING\HIN 21002 DEVELOPMENT PLAN ZONING\BASE.dwg, 12/21/2023 2:53:58 PM, Pericles Peris

MATCH LINE "C"

MATCH LINE "B"

MATCH LINE "A"

572' CONTOUR
FLOWAGE EASEMENT
468/288

Approx. Location of
FEMA Flood Zone "A"
as scaled from FIRM

Approx. Location of
FEMA Flood Zone "A"
as scaled from FIRM

Approx. Location of
FEMA Flood Zone "AE"
as scaled from FIRM
(BFE=564)

Approx. Location of
FEMA Flood Zone "Y, Shaded"
as scaled from FIRM

PROJECT DATA TABLE		
Gross Site Area:	148,008 A;	6,447,226 SF
Total Open Space:	70.21 A;	3,053,979 SF
	47.4% of Total Gross Area	
Open Space Excluding PUDE & Floodway:	70.61 A;	3,075,755 SF
	47.7% of Total Gross Area	
Right-of-way:	6.33 A;	275,851 SF
Proposed Lots:		
Residential	74	
Open Space	5	
X Lot	2	
Total:	81	
Smallest Residential Lot:	.754 A;	32,860 SF
Largest Residential Lot:	1.293 A;	56,345 SF
Average Residential Lot:	0.974 A;	42,427 SF
> 1 Acre Lots:	20	27.0%
< 1 Acre Lots:	54	73.0%

OPEN SPACE LOTS ARE X LOTS THAT MEET THE TOWNS CRITERIA TO BE COUNTED TOWARD THE OPEN SPACE NUMBER. X LOTS ARE LOTS THAT ARE OPEN SPACE BUT DO NOT MEET THE TOWNS CRITERIA TO BE COUNTED TOWARD THE OPEN SPACE TOTAL.

Zoning Standard	Existing: Agricultural	Proposed:
Minimum Lot Area	87,120 sq. ft	32,670 sq. ft
Minimum Lot Width	200 ft	150 ft.
Minimum Floor Area	1,800 sq. ft.	2,100 sq. ft.
Minimum Front Yard	40 ft.	40 ft.
Minimum Side Yard	25 ft.	25 ft./20 ft.
Minimum Rear Yard	20 ft.	20 ft.
Maximum Lot Coverage	25%	25% > 1 Acre 35% < 1 Acre
Max Height (stories/ft.)	3/35 ft.	3/35 ft.

* Lots that requesting side setback modification are Block B Lot 9, Block C Lot 15, Block D Lot 4, Lot 5, Lot 6, Lot 7, and Lot 12.

OPEN SPACE CALCULATIONS:
OPEN SPACE IN X LOTS NOT INCLUDING FLOODWAY OR ALL PUDE

HOA LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	ACRES
9X	BLOCK A	770,021	17.68
21X	BLOCK B	1,340,102	30.76
23X	BLOCK C	721,515	16.56
13X	BLOCK D	85,059	1.95
13X	BLOCK E	159,058	3.65
TOTAL: 3,075,755 SF; 70.61 A			

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	BLOCK A	33,555	0.770
2	BLOCK A	35,094	0.806
3	BLOCK A	36,670	0.842
4	BLOCK A	37,660	0.865
5	BLOCK A	38,066	0.874
6	BLOCK A	38,178	0.876
7	BLOCK A	37,042	0.850
8	BLOCK A	36,837	0.846
9X	BLOCK A	795,620	18.265
10X	BLOCK A	12,099	0.278

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	BLOCK B	56,345	1.293
2	BLOCK B	41,901	0.962
3	BLOCK B	32,943	0.756
4	BLOCK B	37,703	0.866
5	BLOCK B	45,848	1.053
6	BLOCK B	44,284	1.017
7	BLOCK B	43,770	1.005
8	BLOCK B	47,486	1.090
9	BLOCK B	44,805	1.029
10	BLOCK B	44,102	1.012
11	BLOCK B	47,918	1.100
12	BLOCK B	46,797	1.074
13	BLOCK B	44,914	1.031
14	BLOCK B	40,930	0.940
15	BLOCK B	41,749	0.958
16	BLOCK B	43,523	0.999
17	BLOCK B	43,909	1.008
18	BLOCK B	35,012	0.804
19	BLOCK B	44,925	1.031
20	BLOCK B	43,905	1.008
21X	BLOCK B	1401,719	32.179

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	BLOCK C	33,459	0.768
2	BLOCK C	33,251	0.763
3	BLOCK C	41,995	0.964
4	BLOCK C	40,281	0.925
5	BLOCK C	39,300	0.902
6	BLOCK C	39,300	0.902
7	BLOCK C	39,300	0.902
8	BLOCK C	39,300	0.902
9	BLOCK C	39,300	0.902
10	BLOCK C	38,401	0.882
11	BLOCK C	34,959	0.803
12	BLOCK C	41,227	0.946
13	BLOCK C	33,904	0.778
14	BLOCK C	36,038	0.827
15	BLOCK C	38,815	0.891
16	BLOCK C	45,115	1.036
17	BLOCK C	38,034	0.873
18	BLOCK C	39,297	0.902
19	BLOCK C	37,102	0.852
20	BLOCK C	42,992	0.987
21	BLOCK C	45,612	1.047
22	BLOCK C	38,560	0.885
23X	BLOCK C	754,588	17.323

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	BLOCK D	43,626	1.002
2	BLOCK D	43,707	1.003
3	BLOCK D	38,122	0.875
4	BLOCK D	34,517	0.792
5	BLOCK D	35,205	0.808
6	BLOCK D	32,860	0.754
7	BLOCK D	32,929	0.756
8	BLOCK D	34,173	0.784
9	BLOCK D	39,701	0.911
10	BLOCK D	37,851	0.869
11	BLOCK D	39,439	0.905
12	BLOCK D	41,077	0.943
13X	BLOCK D	88,086	2.022

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	BLOCK E	36,437	0.836
2	BLOCK E	36,325	0.834
3	BLOCK E	36,712	0.843
4	BLOCK E	42,542	0.977
5	BLOCK E	47,825	1.098
6	BLOCK E	42,208	0.969
7	BLOCK E	48,871	1.122
8	BLOCK E	48,954	1.124
9	BLOCK E	37,292	0.856
10	BLOCK E	38,932	0.894
11	BLOCK E	32,982	0.757
12	BLOCK E	33,200	0.762
13X	BLOCK E	160,384	3.682

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
LOT 1X, BLOCK F	BLOCK F	1,979	0.045

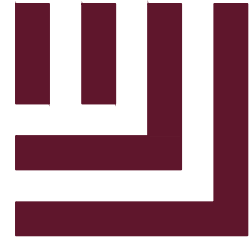
BLOCK ANALYSIS		
BLOCK	SQUARE FEET	ACRES
A	1,100,821	25.271
B	2,274,488	52.215
C	1,610,130	36.963
D	541,293	12.426
E	642,664	14.754
F	1,979	0.045
ROW	275,851	6.333
OVERALL SITE	6,447,226	148.008

PROJECT INFORMATION

PROJECT NO. HIN21002
FILENAME HIN21002 ZONING CONCEPT PLAN
CHECKED BY RR & JP
DRAWN BY BC
SCALE 1"=300'
DATE 06/09/2023

ZONING CONCEPT PLAN
CROSS TIMBERS
LOTS 1-9 & 10X-11X, BLOCK A, LOTS 1-19 & 20X, BLOCK B, LOTS 1-22 & 23X, BLOCK C, LOTS 1-12 & 13X, BLOCK D, LOTS 1-12 & 13X, BLOCK E, AND LOT 1X, BLOCK F,
148.008 ACRES

B.B.B. & C.R.R. CO. SURVEY, ABSTRACT NO. 187
JAMES C. MCMCGOWAN AND C. G. PITCOCK SURVEY, ABSTRACT NO. 959
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS



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Lewisville, Texas 75057
972.436.9712

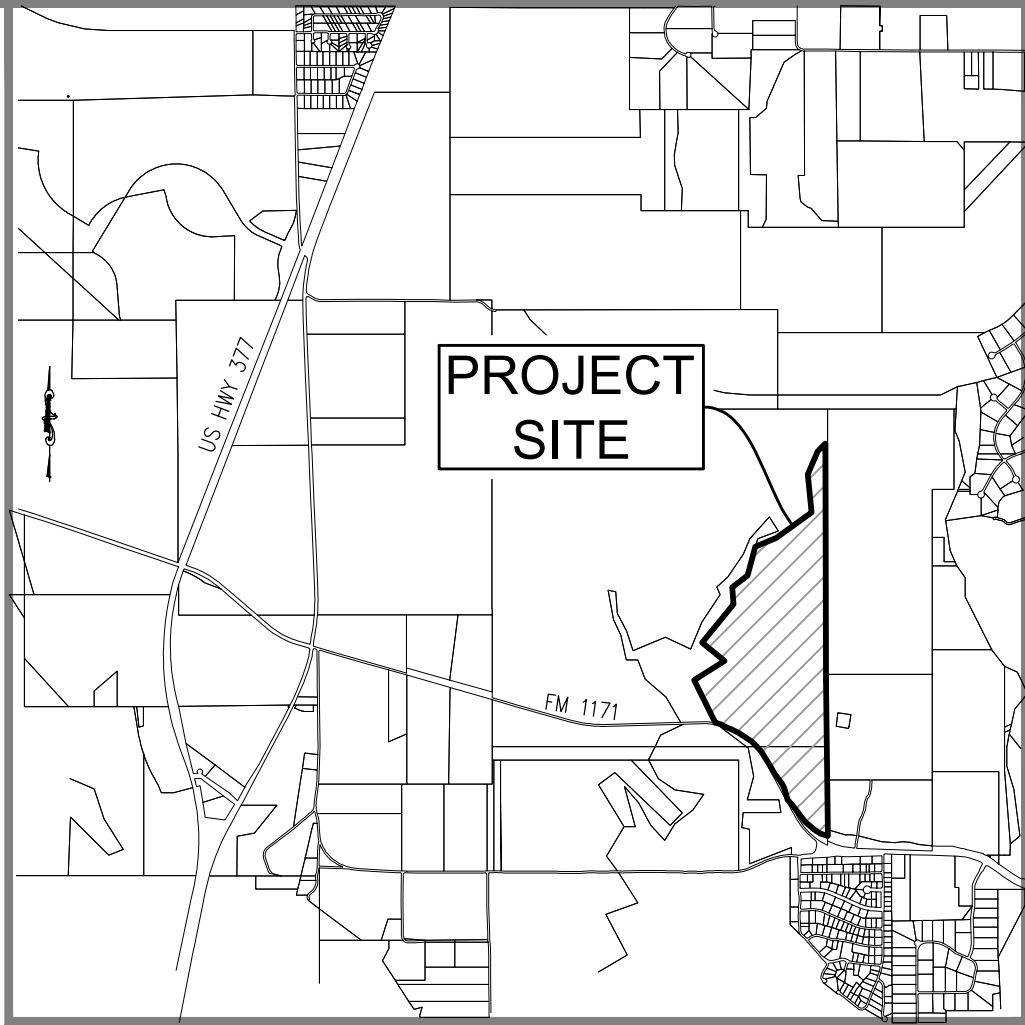
201 Country View Drive
Roanoke, Texas 76262
940.240.1012
TBP#: 19762 TBP/L: 10194440
www.mcadamsco.com

CLIENT

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2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
PHONE: 972.716.2900
JEFF KENNEMER

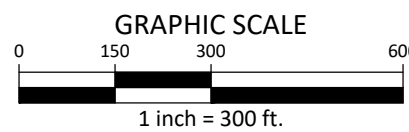
SURVEYOR

JAMES STOWELL, RPLS
111 HILLSIDE DR
LEWISVILLE, TX 75057
EMAIL: JSTOWELL@MCADAMSCO.COM



VICINITY MAP SCALE: 1"=3000'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 60°53'15" W	71.35'
L2	N 71°12'15" W	88.03'





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ZONING CONCEPT PLAN

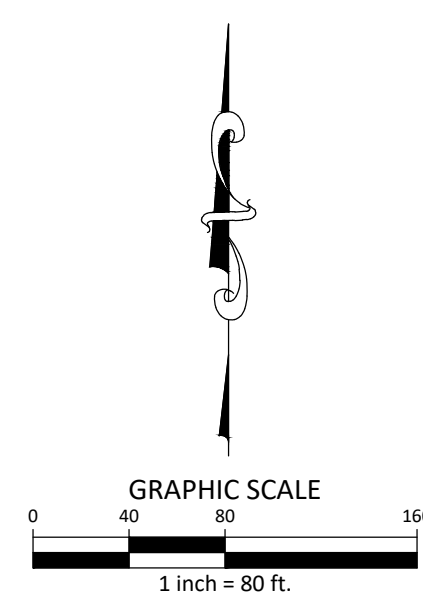
CROSS TIMBERS

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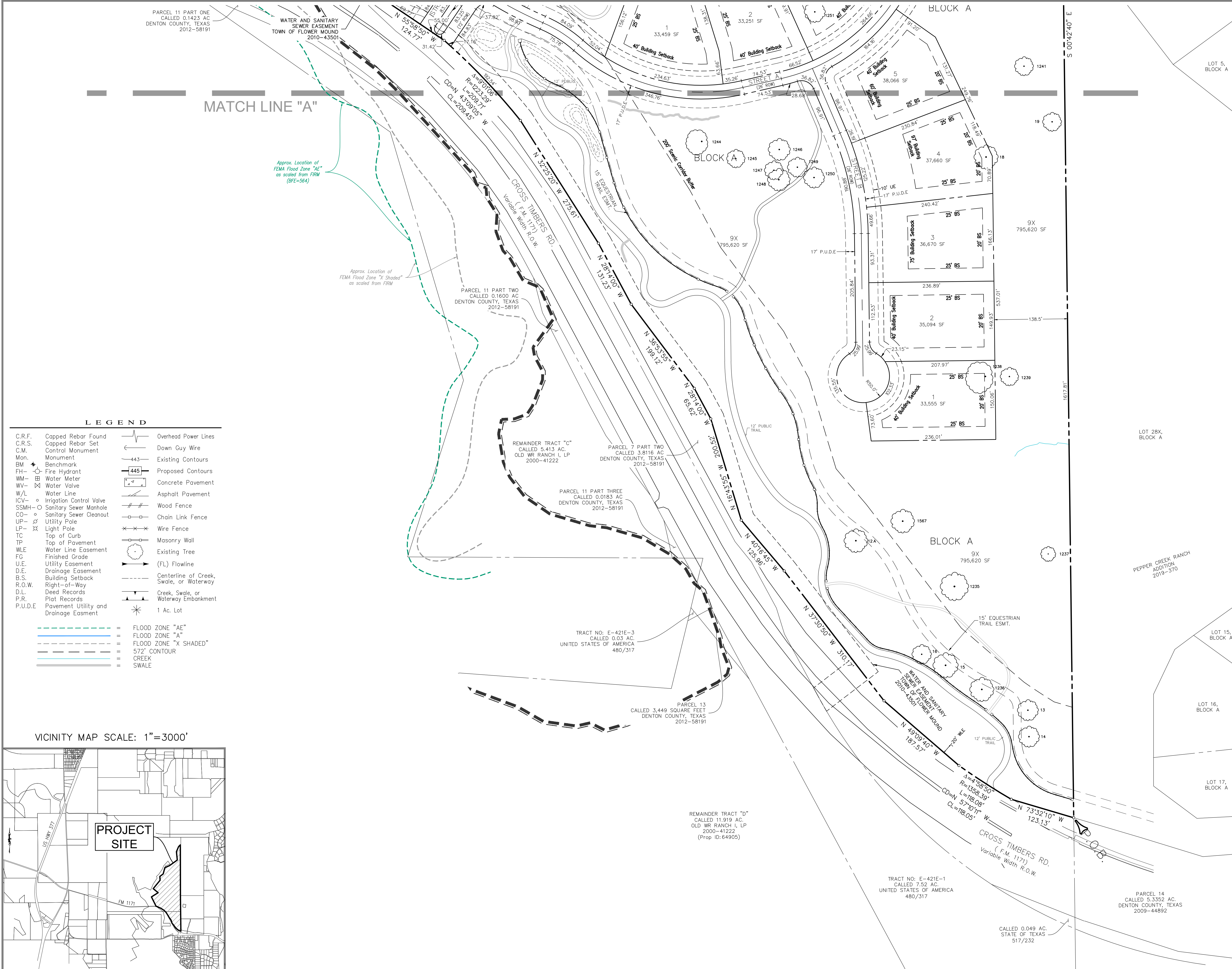
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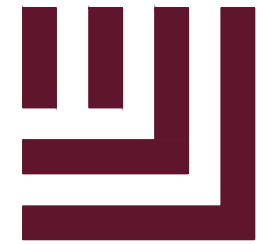
PROJECT NO.	HIN21002
FILENAME	HIN21002 ZONING CONCEPT PLAN
CHECKED BY	RR & JP
DRAWN BY	BC
SCALE	1"=80'
DATE	06/09/2023



PAGE 2 OF 5

Page 140 of 179





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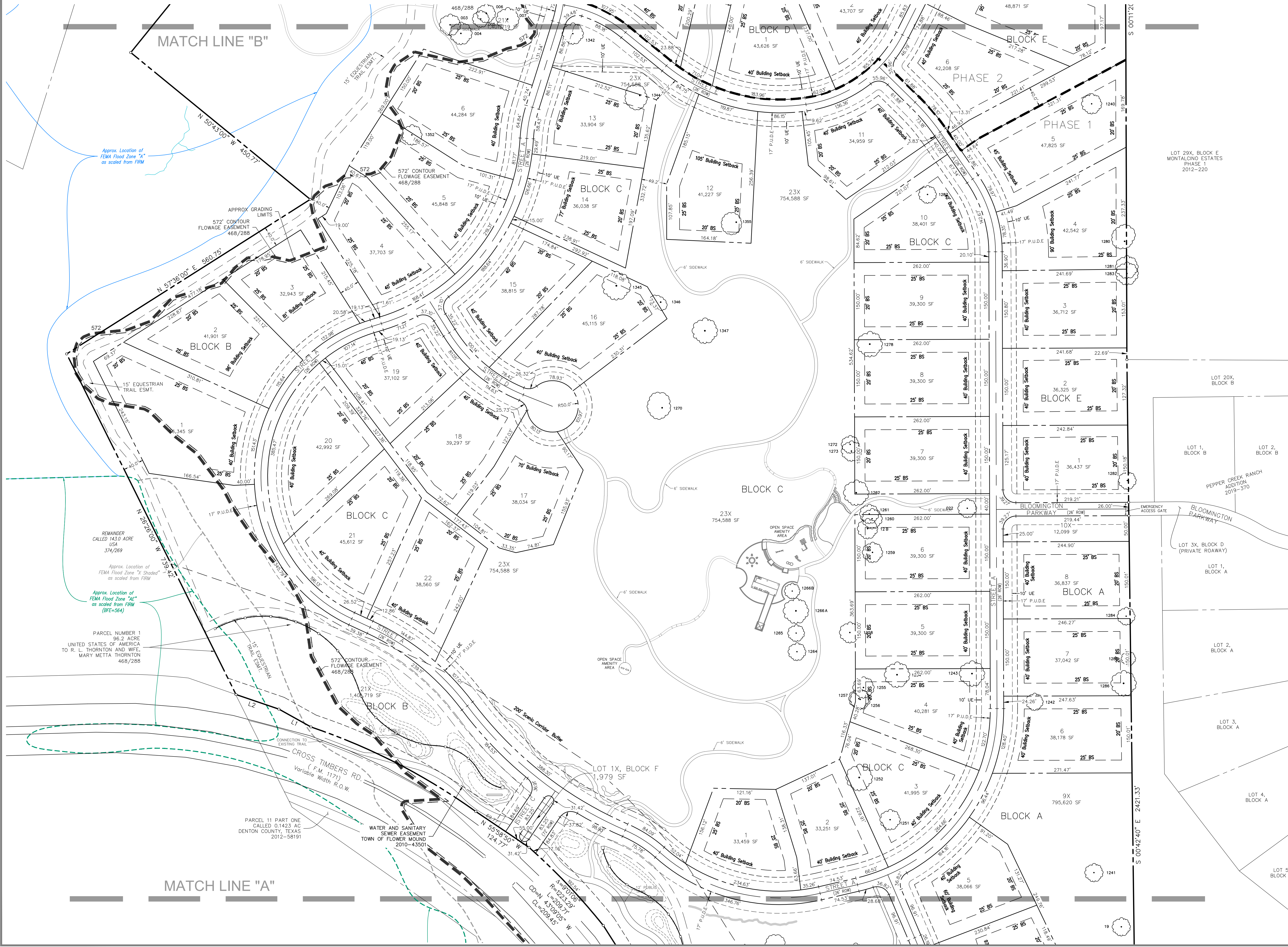
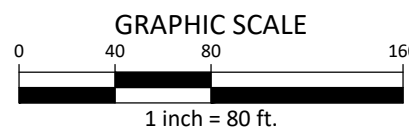
ZONING CONCEPT PLAN
CROSS TIMBERS

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CHECKED BY RR & JP
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SCALE 1"=80'
DATE 06/09/2023



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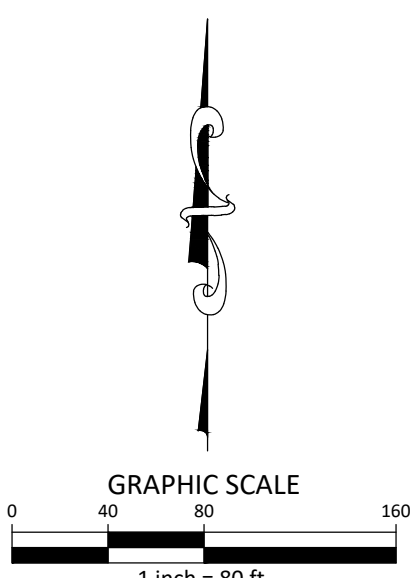


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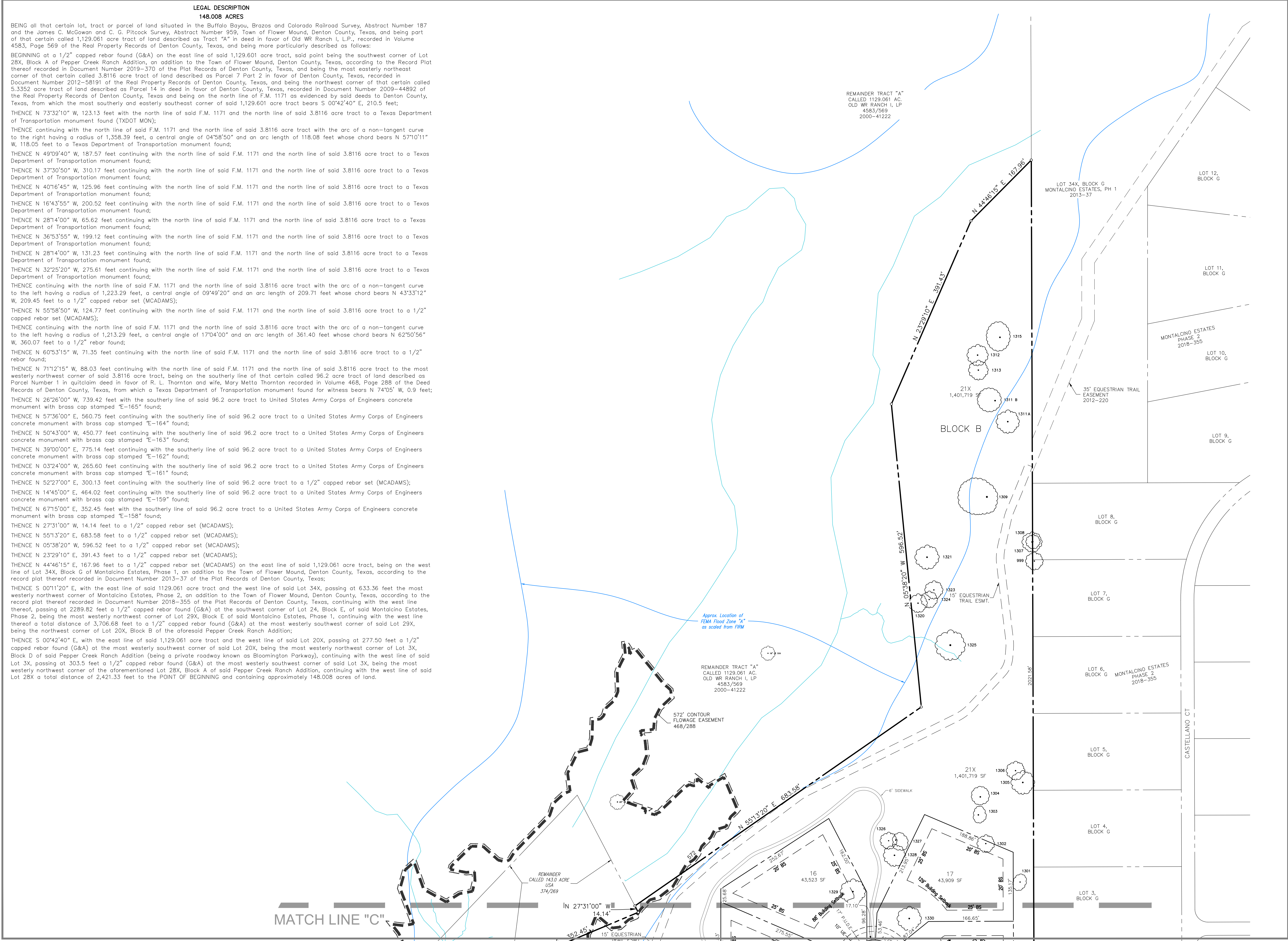
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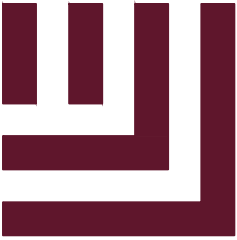
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TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

PROJECT INFORMATION	
PROJECT NO.	HIN21002
FILENAME	HIN21002 ZONING CONCEPT PLAN
CHECKED BY	RR & JP
DRAWN BY	BC
SCALE	1"=80'
DATE	06/09/2023



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ZONING CONCEPT PLAN

CROSS TIMBERS

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JAMES C. MCMCGOWAN AND C. G. PITCOCK SURVEY, ABSTRACT NO. 959
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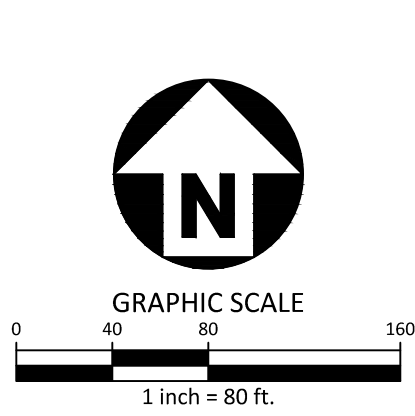
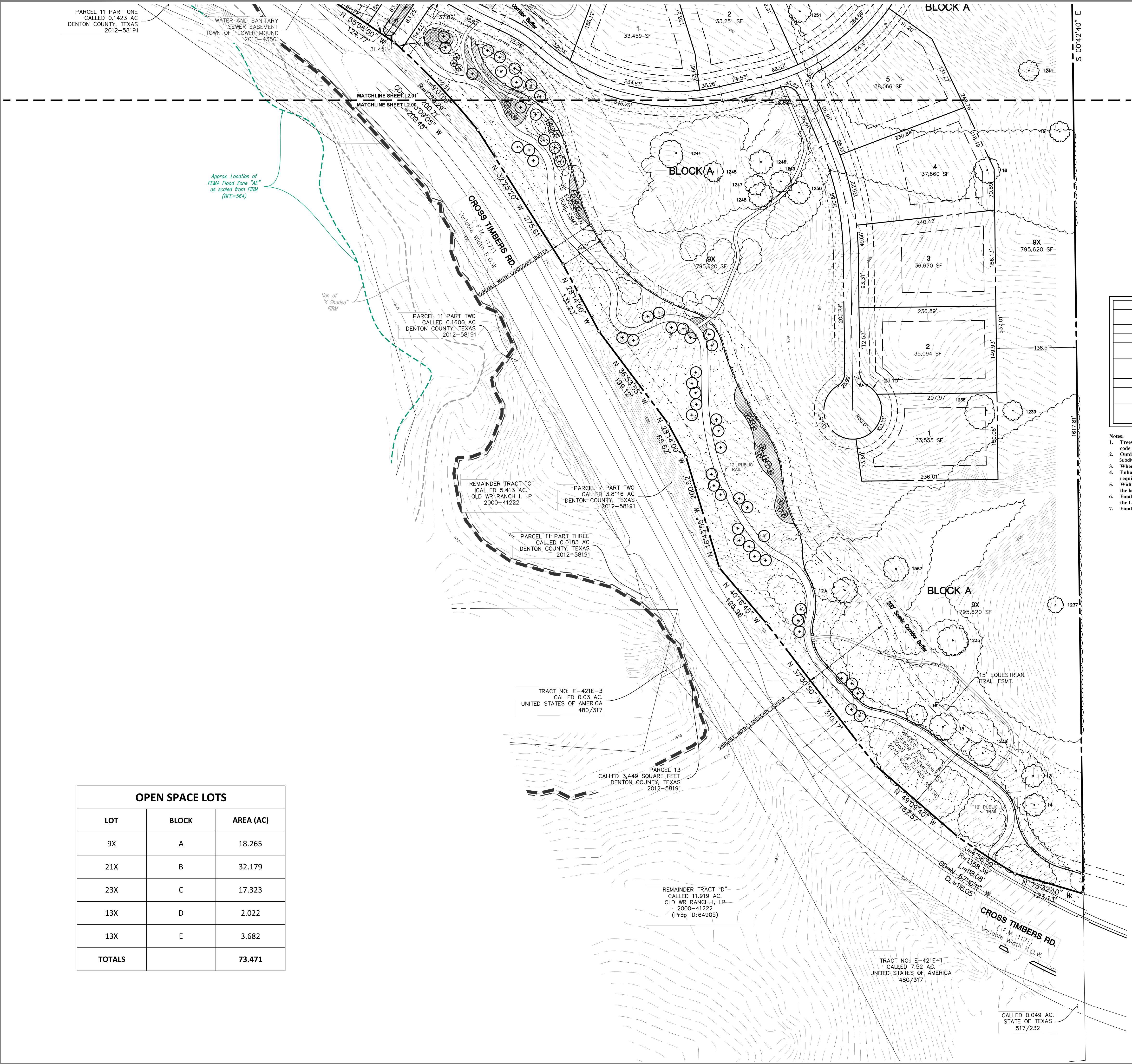
PROJECT INFORMATION

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CHECKED BY	RR & JP
DRAWN BY	BC
SCALE	1"=80'
DATE	06/09/2023

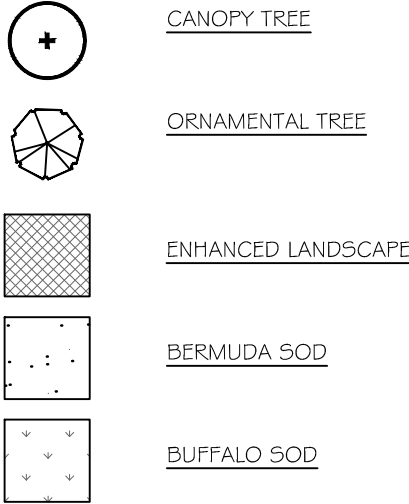


GRAPHIC SCALE
0 40 80 160
1 inch = 80 ft.

EXHIBIT D - CONCEPT LANDSCAPE PLAN



CONCEPT PLANT SCHEDULE



LANDSCAPE REQUIREMENT COMPLIANCE
TOWN OF FLOWER MOUND
Hines Conservation Subdivision

STREET BUFFER LANDSCAPING			
STANDARD		REQUIRED BUFFER WIDTH	PROVIDED
FM 1171 - Cross Timbers Rd		50 ft.	Min. 50 ft.
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 per 25 Lf.	FM 1171 - 2,520 Lf.	101 (3" cal.) trees	79 (3" cal.) trees + 40 ornamental trees (at 3:1) = existing trees
PERIMETER FENCING			
STANDARD	REQUIRED	PROVIDED	
FM 1171 - Cross Timbers Rd	Perimeter fences required adjacent to ROW of arterial and collector streets.	4' split rail fence	

- Notes:
- Trees planted within the open space must include tree species denoted as appropriate under Section 94-68 of the ToFM code of ordinances.
 - Outdoor lighting shall be included per the lighting requirements per Ord 54-22. Design to be completed during Subdivision Site Plan review and approval.
 - When the easements are present within X-lots, they are to be sodded with Buffalo Sod.
 - Enhanced landscaping may consist of shrubs, ground covers, ornamental trees, etc. that are above and beyond what is required per the Town code and not regulated by Town ordinance.
 - Width of landscape buffer varies throughout the length of the frontage. Required buffer trees must be installed within the landscape buffer.
 - Final location of the equestrian trail to be determined based on land conditions and must be pin tagged in the field by the Landscape Architect and town environmental staff.
 - Final location of the nature trail is to be determined. Alignment subject to change based on site features.

PARCEL 11 PART ONE
CALLED 0.1423 AC
DENTON COUNTY, TEXAS
2012-58191

WATER AND SANITARY
SEWER EASEMENT
TOWN OF FLOWER MOUND
2010-43501

MATCHLINE SHEET L2.01
MATCHLINE SHEET L2.00
R=122.00' W
N 55°58'30" W
124.77' 31.42'

Approx. Location of
FEMA Flood Zone "AE"
as scaled from FIRM
(BFE=564)

tion of
"Y Shaded"
FIRM

PARCEL 11 PART TWO
CALLED 0.1600 AC
DENTON COUNTY, TEXAS
2012-58191

REMAINDER TRACT "C"
CALLED 5.413 AC
OLD WR RANCH I, LP
2000-41222

PARCEL 7 PART TWO
CALLED 3.8116 AC
DENTON COUNTY, TEXAS
2012-58191

PARCEL 11 PART THREE
CALLED 0.0183 AC
DENTON COUNTY, TEXAS
2012-58191

TRACT NO: E-421E-3
CALLED 0.03 AC
UNITED STATES OF AMERICA
480/317

PARCEL 13
CALLED 3.449 SQUARE FEET
DENTON COUNTY, TEXAS
2012-58191

REMAINDER TRACT "D"
CALLED 11.919 AC
OLD WR RANCH I, LP
2000-41222
(Prop ID: 64905)

TRACT NO: E-421E-1
CALLED 7.52 AC
UNITED STATES OF AMERICA
480/317

CALLLED 0.049 AC.
STATE OF TEXAS
517/232

OPEN SPACE LOTS

LOT	BLOCK	AREA (AC)
9X	A	18.265
21X	B	32.179
23X	C	17.323
13X	D	2.022
13X	E	3.682
TOTALS		73.471



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TBPE: 19762 TBPLS: 10194440

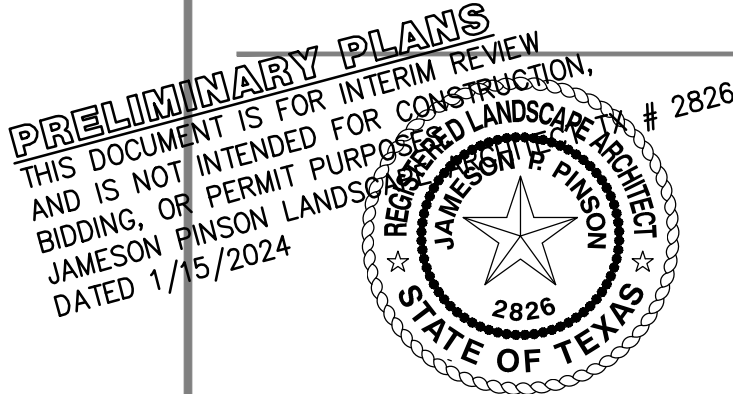
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2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
972. 716. 2900
DUSTIN DAVIDSON

CROSS TIMBERS

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



REVISIONS

NO. DATE DESCRIPTION

PLAN INFORMATION

PROJECT NO. HIN21002
FILENAME HIN21002-LS.DWG
CHECKED BY XXX
DRAWN BY MAH
SCALE 80 SCALE
DATE 01. 15. 2024

SHEET

CONCEPT LANDSCAPE
PLAN

L2.00

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



GRAPHIC SCALE
0 40 80 160
1 inch = 80 ft.

CONCEPT PLANT SCHEDULE

	CANOPY TREE
	ORNAMENTAL TREE
	ENHANCED LANDSCAPE
	BERMUDA SOD
	BUFFALO SOD

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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DUSTIN DAVIDSON

CROSS TIMBERS
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

REVISIONS

NO.	DATE	DESCRIPTION
-----	------	-------------

PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-LS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	01. 15. 2024

SHEET

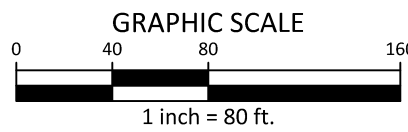
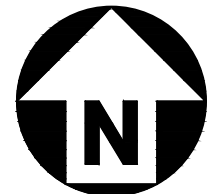
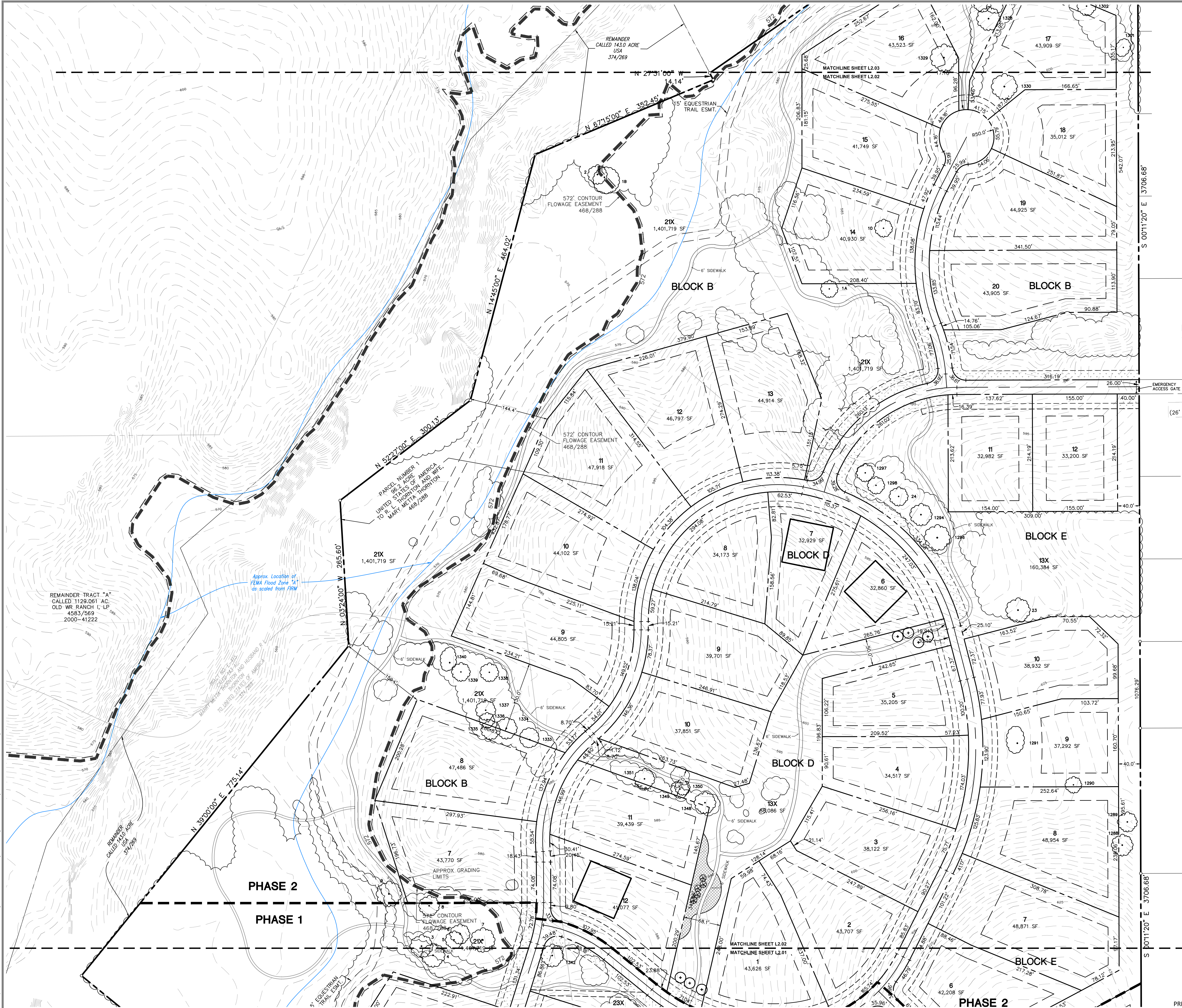
CONCEPT LANDSCAPE PLAN

L2.01

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECT
DATED 1/15/2024

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CONCEPT PLANT SCHEDULE

- CANOPY TREE
- ORNAMENTAL TREE
- ENHANCED LANDSCAPE
- BERMUDA SOD
- BUFFALO SOD



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972. 716. 2900
DUSTIN DAVIDSON

CROSS TIMBERS

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

PRELIMINARY PLANS
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BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECT
DATED 1/15/2024



REVISIONS

NO.	DATE	DESCRIPTION
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PLAN INFORMATION

PROJECT NO. HIN21002
FILENAME HIN21002-LS.DWG
CHECKED BY XXX
DRAWN BY MAH
SCALE 80 SCALE
DATE 01. 15. 2024

SHEET

CONCEPT LANDSCAPE
PLAN

L2.02

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



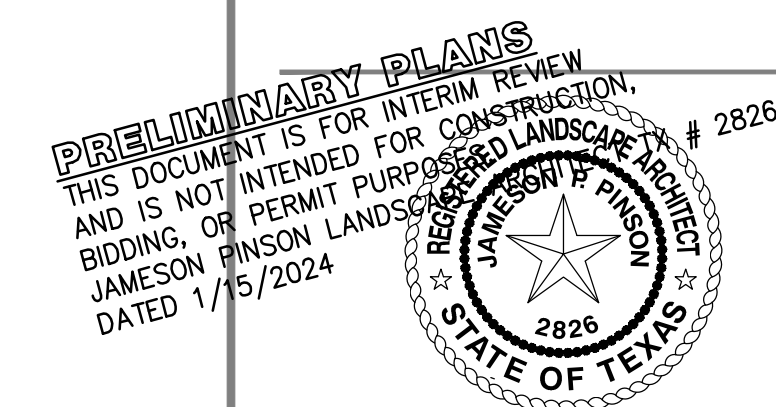
phone 940. 240. 1012
fax 972. 436. 9715
BPE: 19762 TBPLS: 10194

CLIENT

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CROSS TIMBERS

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



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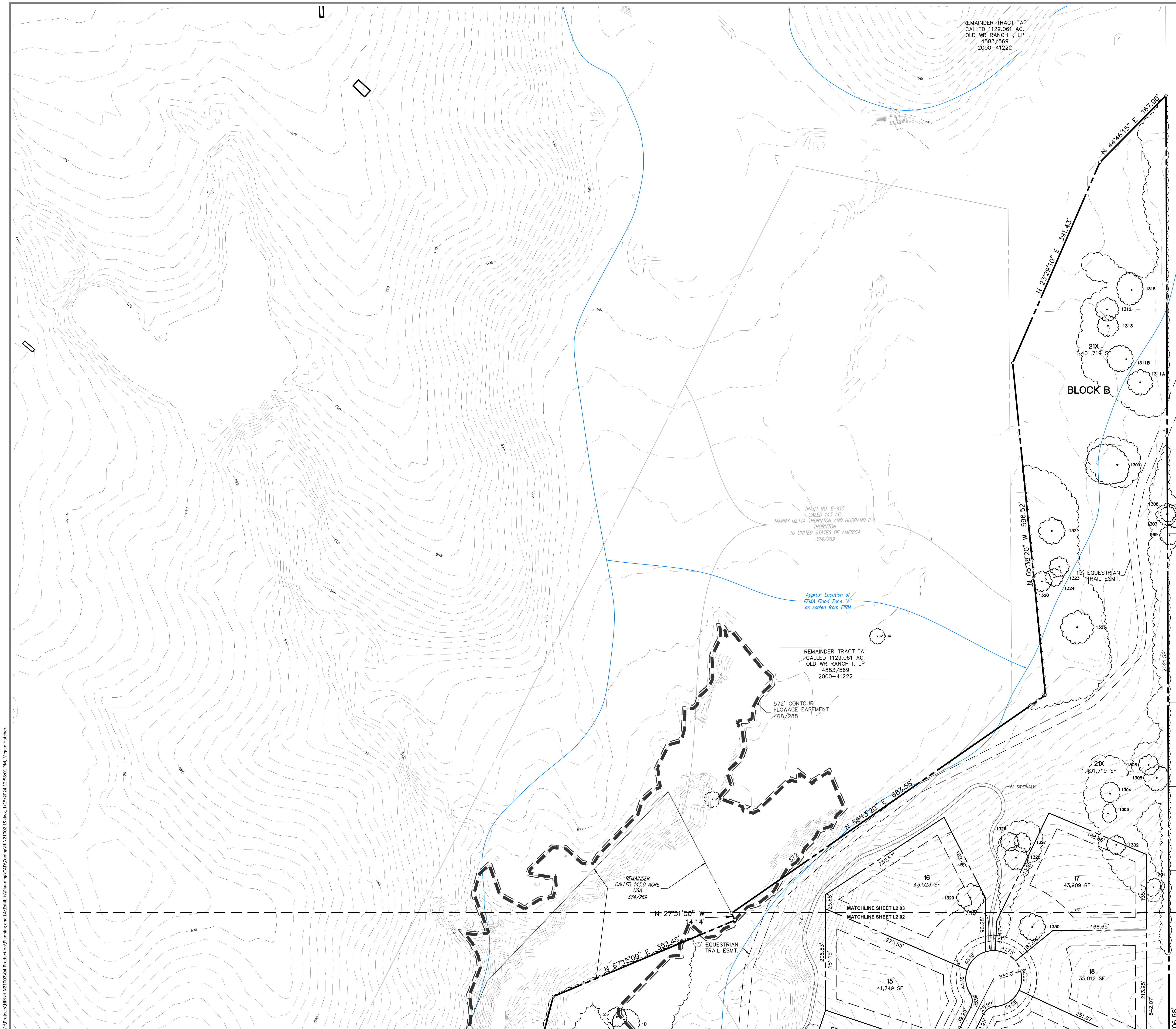
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DRAWN BY	MAH
SCALE	80 SCALE
DATE	01. 15. 2024

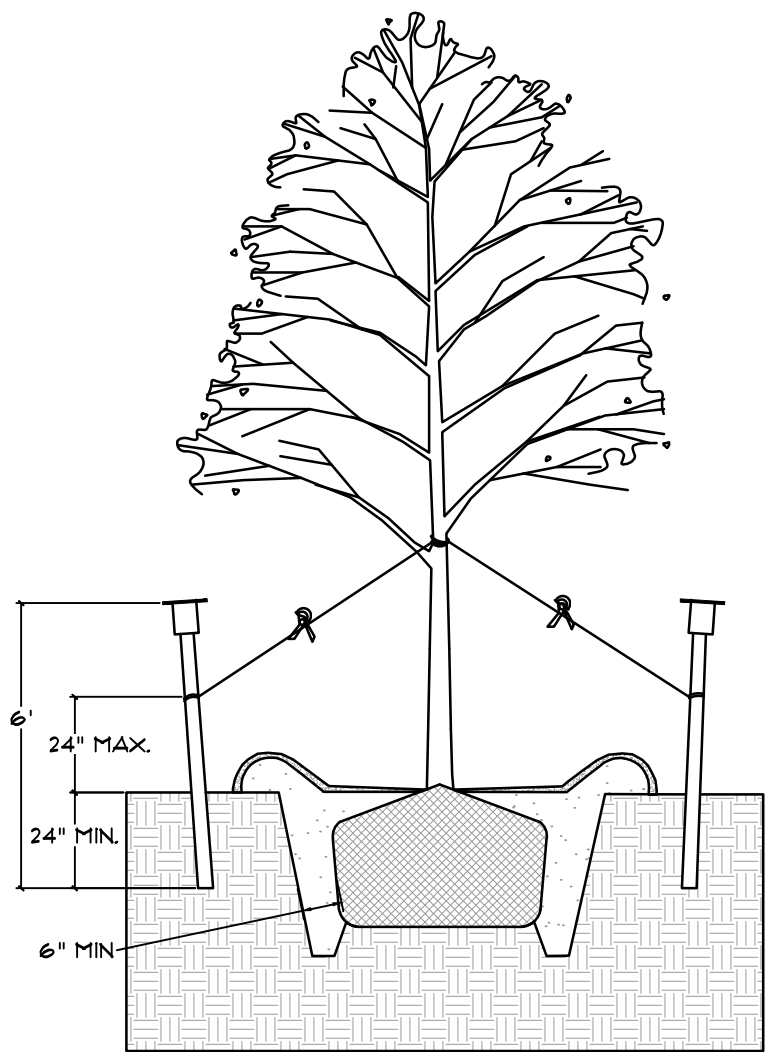
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CONCEPT LANDSCAPE PLAN

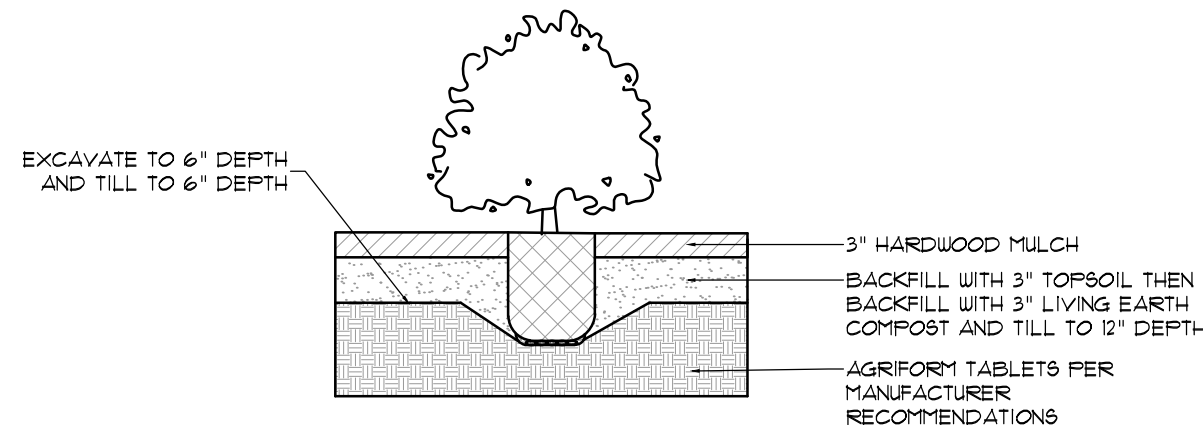
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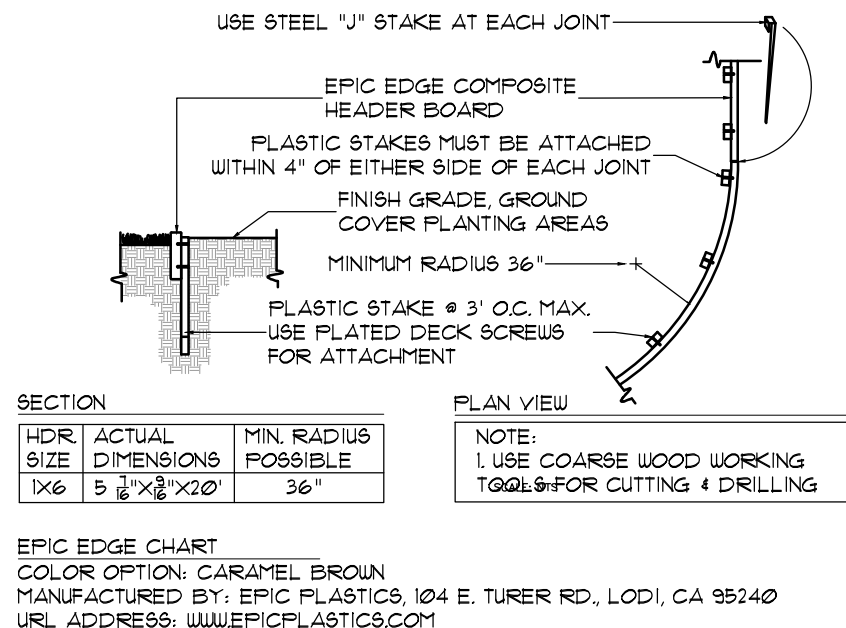
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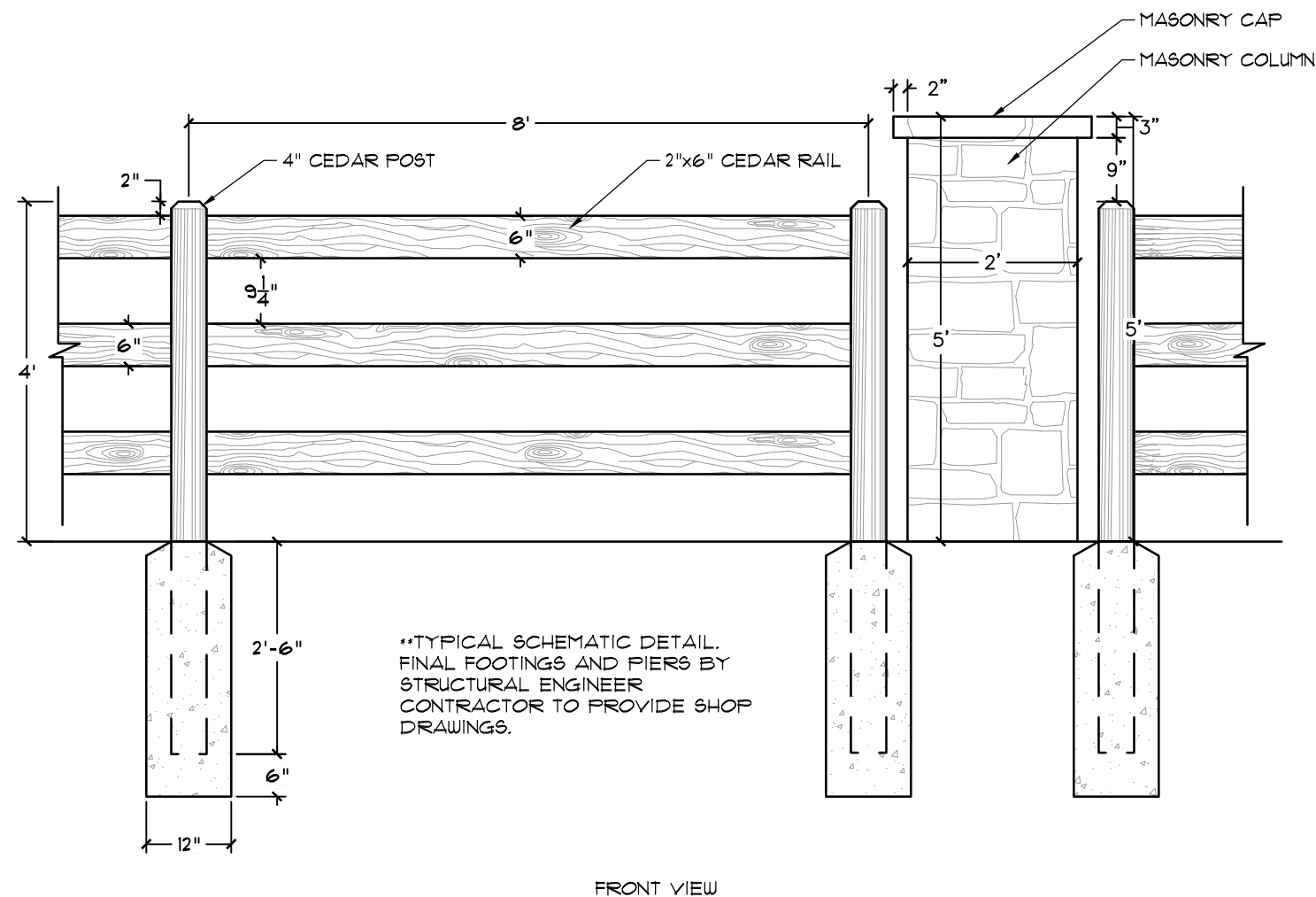
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1/4"=1'



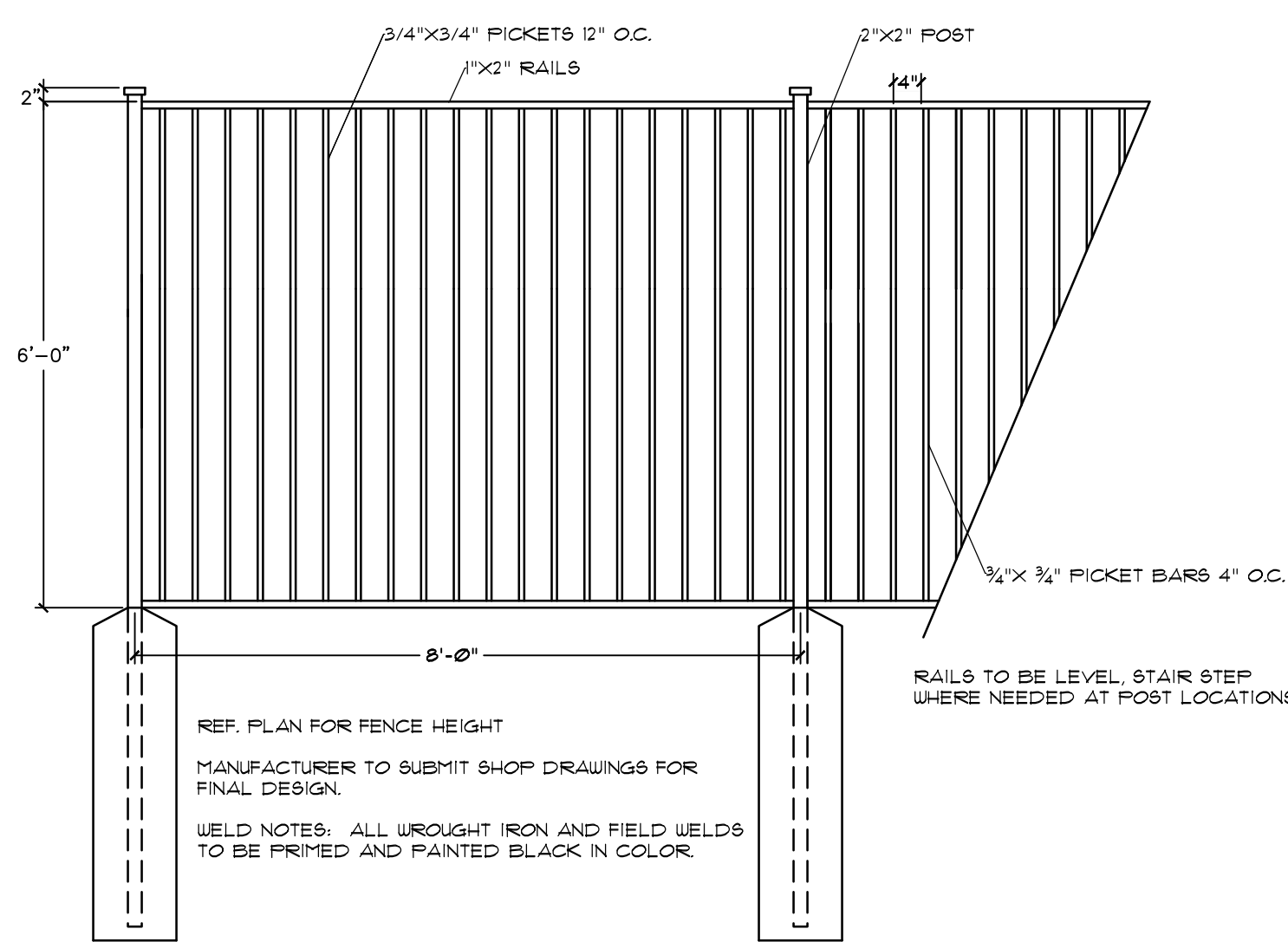
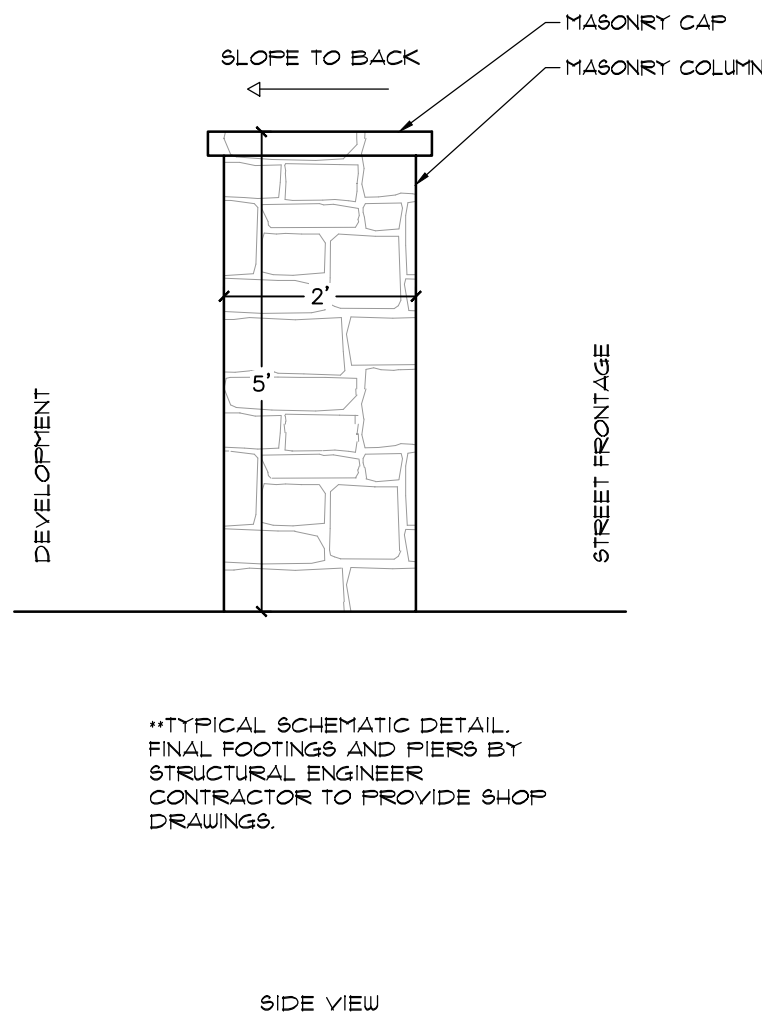
2. SHRUB PLANTING DETAIL
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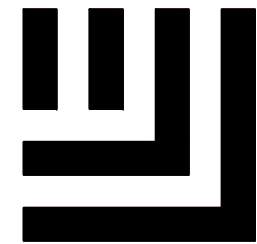
3. CEDAR SPLIT RAIL FENCE HEADER BOARD
NTS



4. CEDAR SPLIT RAIL FENCE & MASONRY COLUMN DETAIL
1/2"=1'



5. 6' ORNAMENTAL FENCE
1/2"=1'



McAdams

The John R. McAdams Company, Inc.
201 Country View Drive
Roanoke, Texas 76262

phone 940. 240. 1012
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

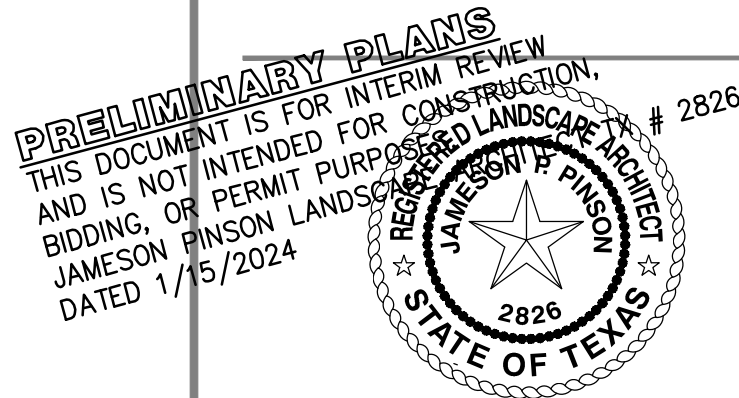
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CROSS TIMBERS

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



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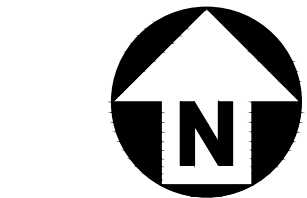
PLAN INFORMATION

PROJECT NO. HIN21002
FILENAME HIN21002-LS.DWG
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DRAWN BY MAH
SCALE -
DATE 01. 15. 2024

SHEET

CONCEPT LANDSCAPE
DETAILS

L2.04



GRAPHIC SCALE
0 40 80 160
1 inch = 80 ft.

LEGEND

- ZONE A - WOODED NATURAL OPEN SPACE
- ZONE B - NATIVE OPEN SPACE
- ZONE C - TRANSITION OPEN SPACE
- ZONE D - ESTATE OPEN SPACE
- UPLAND WOODED HABITAT
- EXISTING TREE CANOPY
- CREEK OR STREAM
- ECO-FRINGE BUFFER
- 20 FT OFFSET INTO ECO-FRINGE BUFFER
- P.U.D.E. AREAS + DRAINAGE EASEMENTS

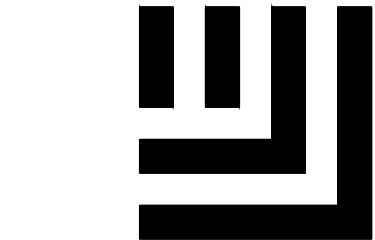
Approx. Location of
FEMA Flood Zone "AE"
as scaled from FIRIM
(9FE=364)

Approx. Location of
FEMA Flood Zone "X Shaded"
as scaled from FIRIM

OPEN SPACE CALCULATIONS		
OPEN SPACE CATEGORIES	AREA (AC)	PERCENTAGE
WOODED NATURAL OPEN SPACE	30.24	20.4%
NATIVE OPEN SPACE	19.27	13.0%
TRANSITION OPEN SPACE	15.14	10.2%
ESTATE OPEN SPACE	5.95	4.0%
TOTAL OPEN SPACE	70.61	47.7%

- Notes:
- Parkland acreage required for this development equals 2.49 ac. The acreage of the active park designed on site equals 0.62 ac. (+/- 10%).
 - Areas within the floodway are to remain in their natural state.

LOT	BLOCK	AREA (AC)
9X	A	17.68
21X	B	30.76
23X	C	16.56
13X	D	1.95
13X	E	3.65
TOTALS		70.61



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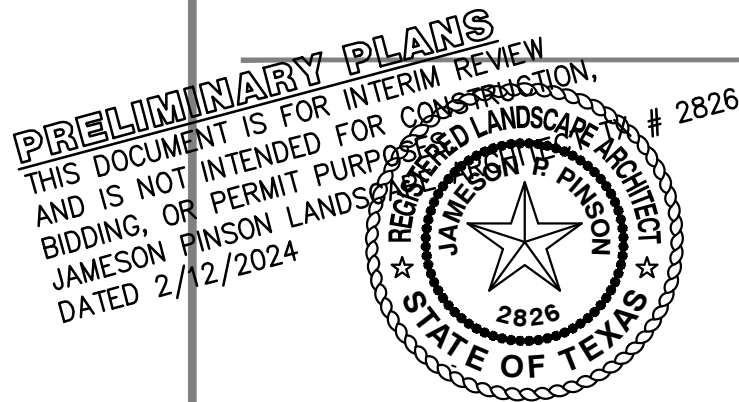
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CROSS TIMBERS

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



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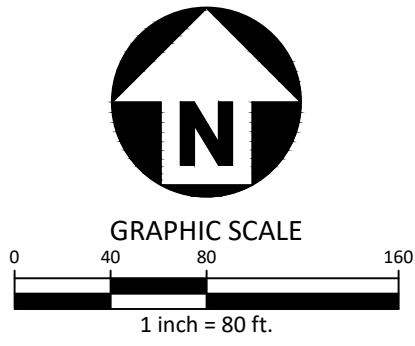
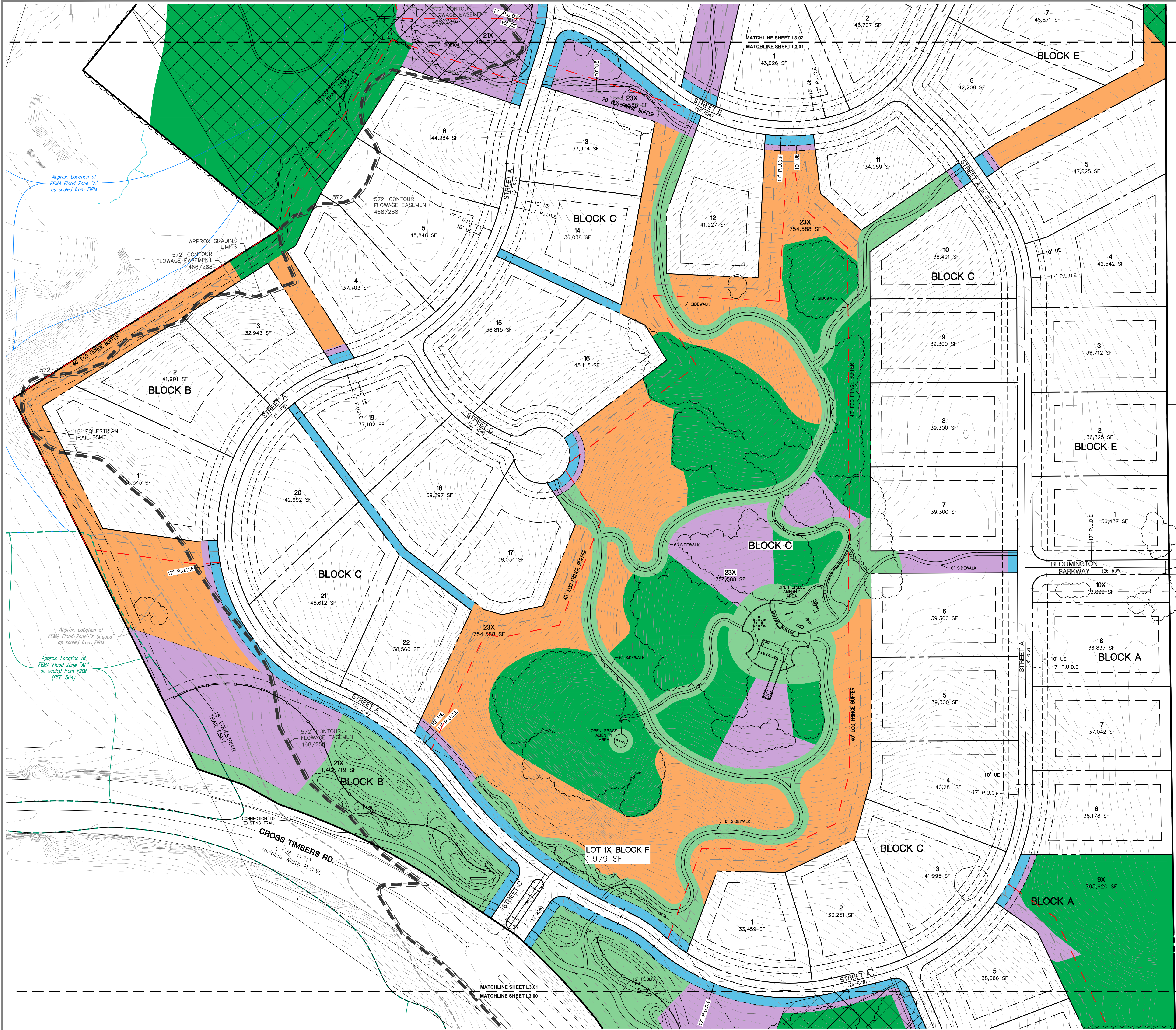
PROJECT NO. HIN21002
FILENAME HIN21002-OSP.DWG
CHECKED BY XXX
DRAWN BY MAH
SCALE 80 SCALE
DATE 02. 12. 2024

SHEET

OPEN SPACE PLAN

L3.00

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LEGEND

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- UPLAND WOODED HABITAT
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JAMESON PINSON LANDSCAPE ARCHITECT
2826
DATED 2/12/2024
STATE OF TEXAS

REVISIONS

NO.	DATE	DESCRIPTION
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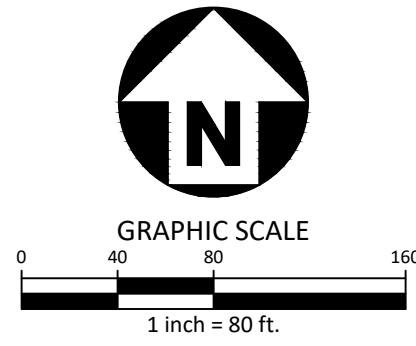
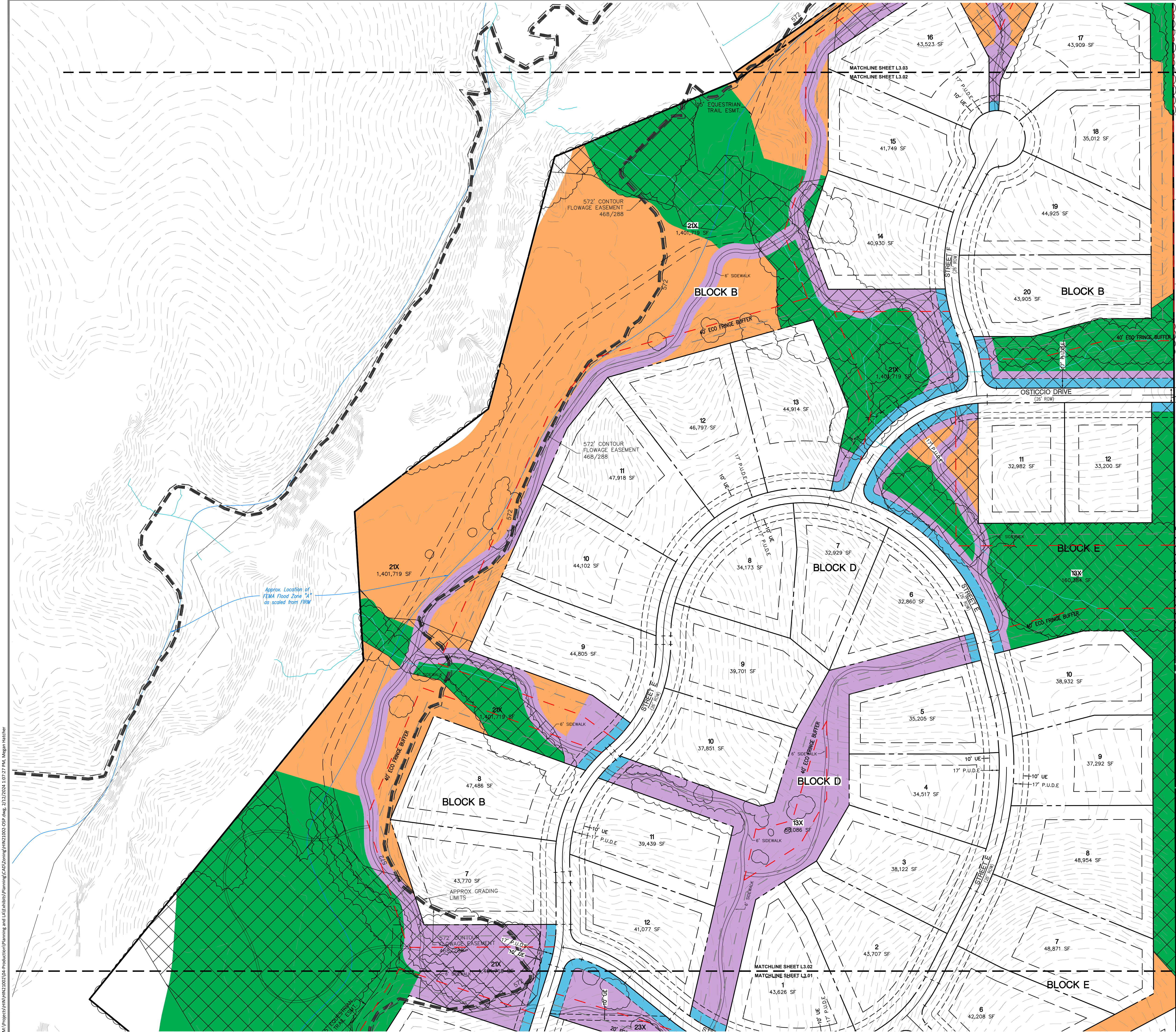
PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-OSP.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	02. 12. 2024

SHEET

OPEN SPACE PLAN
L3.01

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



LEGEND

- ZONE A - WOODED NATURAL OPEN SPACE
- ZONE B - NATIVE OPEN SPACE
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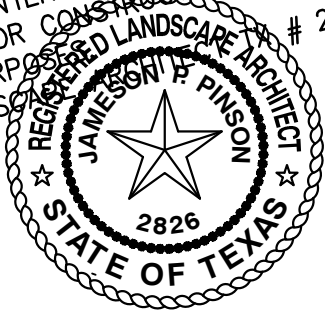
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DENTON COUNTY, TEXAS

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JAMESON PINSON LANDSCAPE ARCHITECTS, P.C.
DATED 2/2/2024



REVISIONS

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PLAN INFORMATION

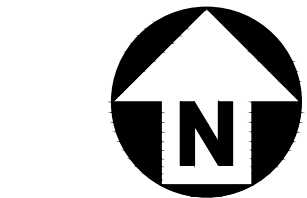
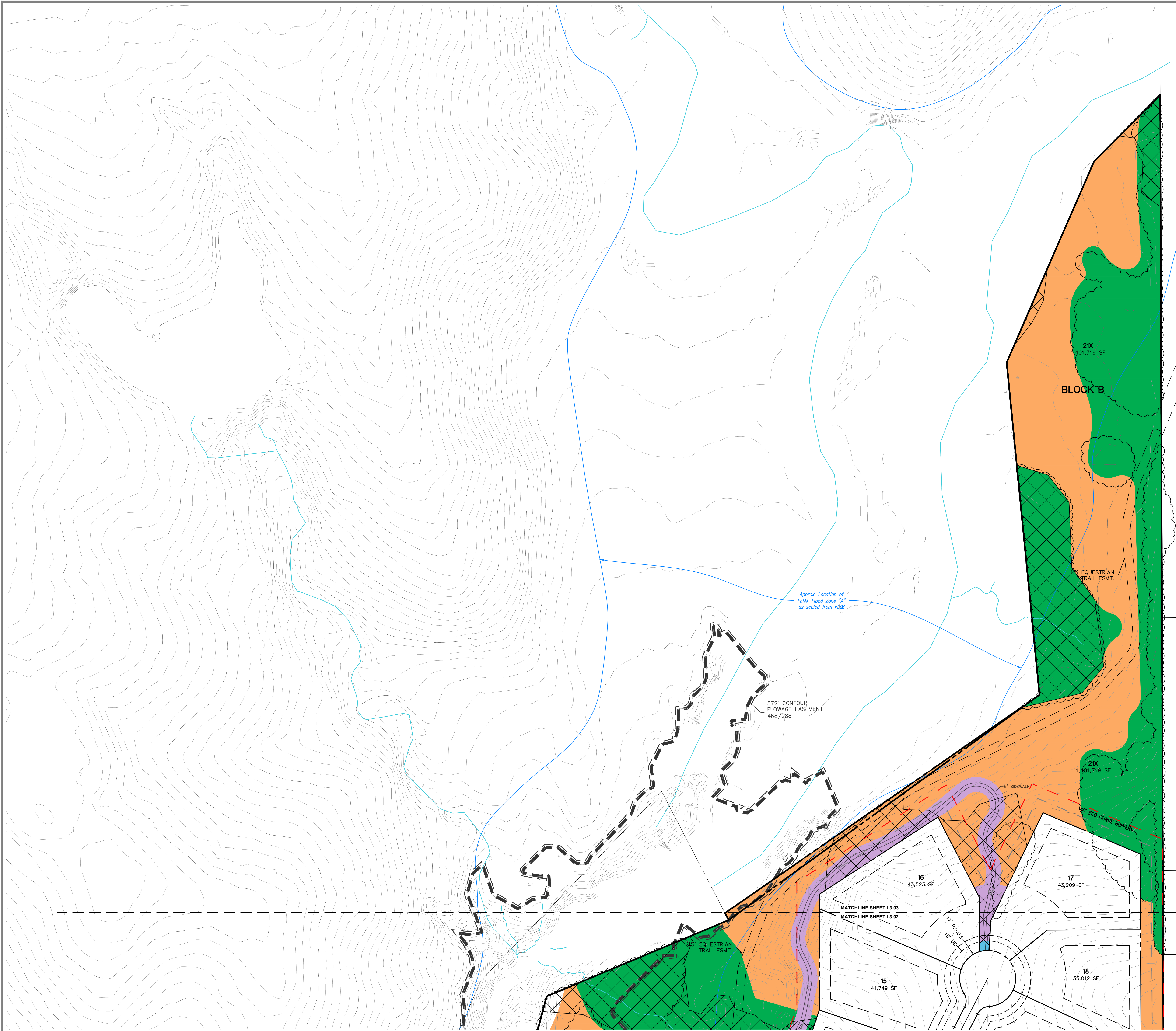
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SCALE	80 SCALE
DATE	02.12.2024

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OPEN SPACE PLAN

L3.02

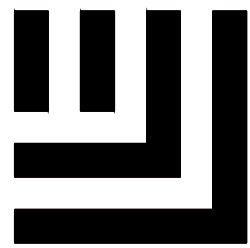
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GRAPHIC SCALE
0 40 80 160
1 inch = 80 ft.

LEGEND

- ZONE A - WOODED NATURAL OPEN SPACE
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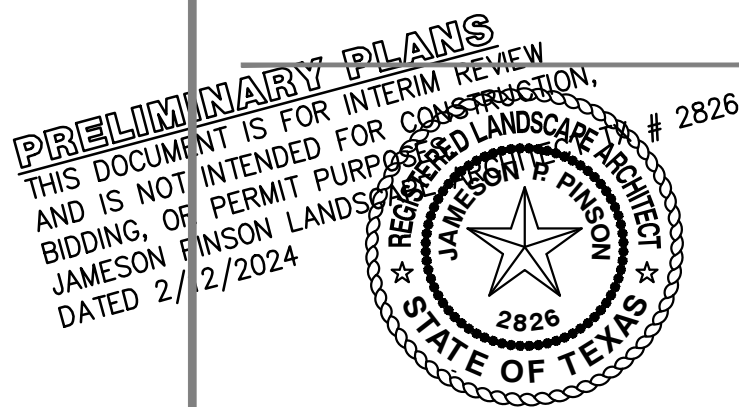
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TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



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OPEN SPACE PLAN

L3.03

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

EXHIBIT F

OPEN SPACE MANAGEMENT PLAN Planned Development District 196 - (PD-196) Cross Timbers Development

Maintenance of Common Areas:

The Cross Timbers Development has dedicated **70.61 acres** as open space, which is equivalent to **47.7%** of the gross land acreage. P.U.D.E. areas do not count towards the total acreage of dedicated open space.

The open space is divided into different classifications according to its present state or its intended or future uses. All Open Space Common Areas are to be conveyed to the Homeowners Association (HOA) by the Developer. The HOA will be responsible for the maintenance of Zones A-E. The HOA will be established by the Developer as a Nonprofit Corporation. The members will be the Cross Timbers Development Lot owners with one (1) vote for each Lot owner in all matters. A Board of Directors will be elected by the homeowners to manage and oversee the business and all other matters of the HOA, including the conservation requirements of the Town.

The structure and guidelines for the HOA will be defined by the Dedications and Restrictions (Deed Restrictions), which will be recorded by the Developer after the Final Plat is approved, as required by the Town. The Covenants Conditions and Restrictions shall set forth all enforcement guidelines.

The maintenance and management of the Common Areas will be the responsibility of the HOA Board of Directors. The Common Areas and their care will be as follows:

1. Zone A – Wooded Natural Open Space

a. Description:

- i. Wooded areas with tree coverage ranging from 25-100%.
- ii. Wooded open space areas may include steep slopes, riparian habitat, and upland wooded habitat.
- iii. Wooded open space areas are comprised of approximately 30.24 acres.

b. Maintenance:

- i. This open space will remain primarily in its natural state with all wildlife habitats virtually undisturbed.
- ii. Limited clearing and maintenance shall be performed to accommodate improvements within this open space to preserve habitats.
- iii. Limited grading may be performed to install passive amenities, including but not limited to decomposed granite trails, sidewalks, infrastructure, equestrian trails or seating areas.
- iv. Heavily treed areas will be under the supervision of an ISA certified arborist or certified forester, retained by the Developer and/or the HOA
- v. Eco-fringe (40' max) buffer within this zone may be maintained regularly to a maximum depth of 20' from a residential lot line.

- c. Uses:
 - i. In coordination with the native open space, the wooded open space areas will contribute to the rural vistas and may be used for hiking, wildlife observation, and other passive recreation.

2. Zone B – Native Open Space

- a. Description:
 - i. Open space within the development that lacks significant tree cover. They are not a part of the ancient Cross Timbers habitat, and therefore do not need to be maintained as they are. The plan is to over-seed and maintain the meadows with native grasses and wildflowers, which will be part of the scenic country vistas along FM 1171 and some of the interior open spaces.
 - ii. Native open space areas are comprised of approximately 19.18 acres.
- b. Maintenance:
 - i. Grading may be performed to install passive amenities, including but not limited to decomposed granite trails, sidewalks, infrastructure, equestrian trails or seating areas.
 - ii. Bramble sprouts and under growth may be controlled by cultivation or herbicide.
 - iii. Natural prairie open space will be mowed twice a year during June 15th-30th and November 1st-15th. Mow height shall not remove plant material lower than 8". Mowing may not occur during the blooming cycle.
 - iv. Natural prairie open space will over-seeded with native grasses in the spring and wildflowers in the spring or fall depending on species until such time that the wildflowers and native grasses will replace existing Bermuda grass.
 - v. Eco-fringe (40' max) buffer within this zone may be maintained regularly to a maximum depth of 20' from a residential lot line.
- c. Uses:
 - i. Scenic views are a significant function for the meadows, and may be used for passive recreation

3. Zone C – Transition Open Space

- a. Description:
 - i. Transition open space may be located adjacent to lots, within landscape buffers, and within trail connections.
 - ii. Semi-manicured open space areas comprised of approximately 14.26 acres.
- b. Maintenance:
 - i. Open space area to be maintained quarterly.
 - ii. Tree canopy areas may be limbed up to and clearing of understory plant material including saplings up to 4" in diameter is allowed.
 - iii. All easements are to be planted or maintained with native vegetation. Bar ditches within X-lots are to be sodded with Buffalo sod.

- c. Uses:
 - i. Eco-fringe (40' max) buffer within this zone may be maintained regularly to a maximum depth of 20' from a residential lot line.

4. Zone D – Estate Open Space

- a. Description:
 - i. Open space located along streets, adjacent to trails, within landscape buffers, between lots, and within trail connections in open space areas.
 - ii. Estate open space areas comprised of approximately 6.92 acres.
- b. Maintenance:
 - i. Open space are to be maintained bi-weekly. Regular mowing as needed per seasonal grass growth.
 - ii. Tree canopy areas may be limbed up to and clearing of understory plant material including saplings up to 4" in diameter is allowed.
 - iii. Edge between Bermuda grass and native grasses to be maintained by herbicidal or mechanical means
 - iv. All easements are to be planted or maintained with native vegetation. Bar ditches within X-lots are to be sodded with Buffalo sod.
 - v. Supervision and maintenance of culverts
- c. Uses:
 - i. Pedestrian access throughout the open space for the residents and guest
 - ii. Private parks and amenities
 - iii. Drainage and utilities

5. Zone E – P.U.D.E. and Drainage Easements

- a. Description:
 - i. Open space located adjacent to the street ROW and identified on the plans.
 - ii. P.U.D.E. areas are comprised of approximately 2.32 acres. P.U.D.E. areas do not count towards the total acreage of dedicated open space.
- b. Maintenance:
 - i. Open space are to be maintained bi-weekly. Regular mowing as needed per seasonal grass growth.
 - ii. All easements are to be planted or maintained with native vegetation. Bar ditches within X-lots are to be sodded with Buffalo sod.
- c. Uses:
 - i. Drainage and utilities

The objective for all areas is to establish a program - which will be embraced by the members of the HOA - to restore the native settings of the meadows, and woodlands, and maintenance of grasslands and then be subject to an ongoing Conservation Program.

The husbandry by the HOA will provide an environment which will be much more than isolated and forgotten woodlands, and meadows, but rather a natural habitat to be preserved, protected and

enjoyed by all. Native grasses and wildflowers shall come from species within the Native American Seed company mixes – “Blackland Prairie Mix”, “Shade-Friendly Grass Mix”, and “Native Texas Mix” are all potential options. Grasslands are the enjoyment of use by residents.

Prohibited activities include but are not limited to the removal of protected trees within the open space unless otherwise allowed by town ordinance, burning, dumping or illegal activities as listed in the Town of Flower Mound’s Code of Ordinances.

All open space areas shall be supervised by the Conservation Committee appointed by the HOA Board of Directors. The Conservation Committee will be under the supervision of an ISA certified arborist, certified forester, or by an environmental scientist or biologist to be retained by the HOA. The Conservation Committee will fulfill the conservation covenants as provided in the deed restrictions.

The HOA will be required to go before the ToFM Environmental Conservation Commission (ECC) annually to present an update on the state of the open space areas within this development.

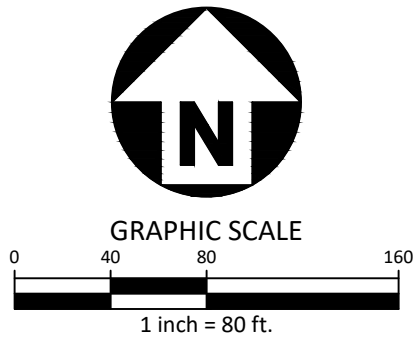
Please refer to the open space plan, the environmental protection plan (EPP), and the Planned Development – 196 (PD-196) for additional clarification.

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OPEN SPACE CALCULATIONS		
OPEN SPACE CATEGORIES	AREA (AC)	PERCENTAGE
WOODED NATURAL OPEN SPACE	30.24	20.4%
NATIVE OPEN SPACE	19.27	13.0%
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ESTATE OPEN SPACE	5.95	4.0%
TOTAL OPEN SPACE	70.61	47.7%

- Notes:
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 - Areas within the floodway are to remain in their natural state.

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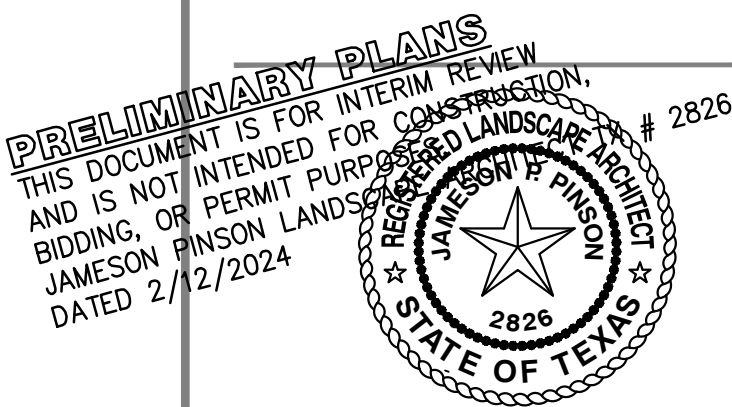


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CROSS TIMBERS

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



REVISIONS

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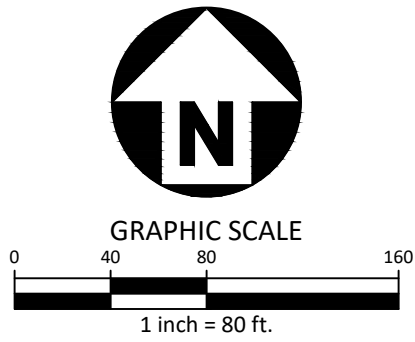
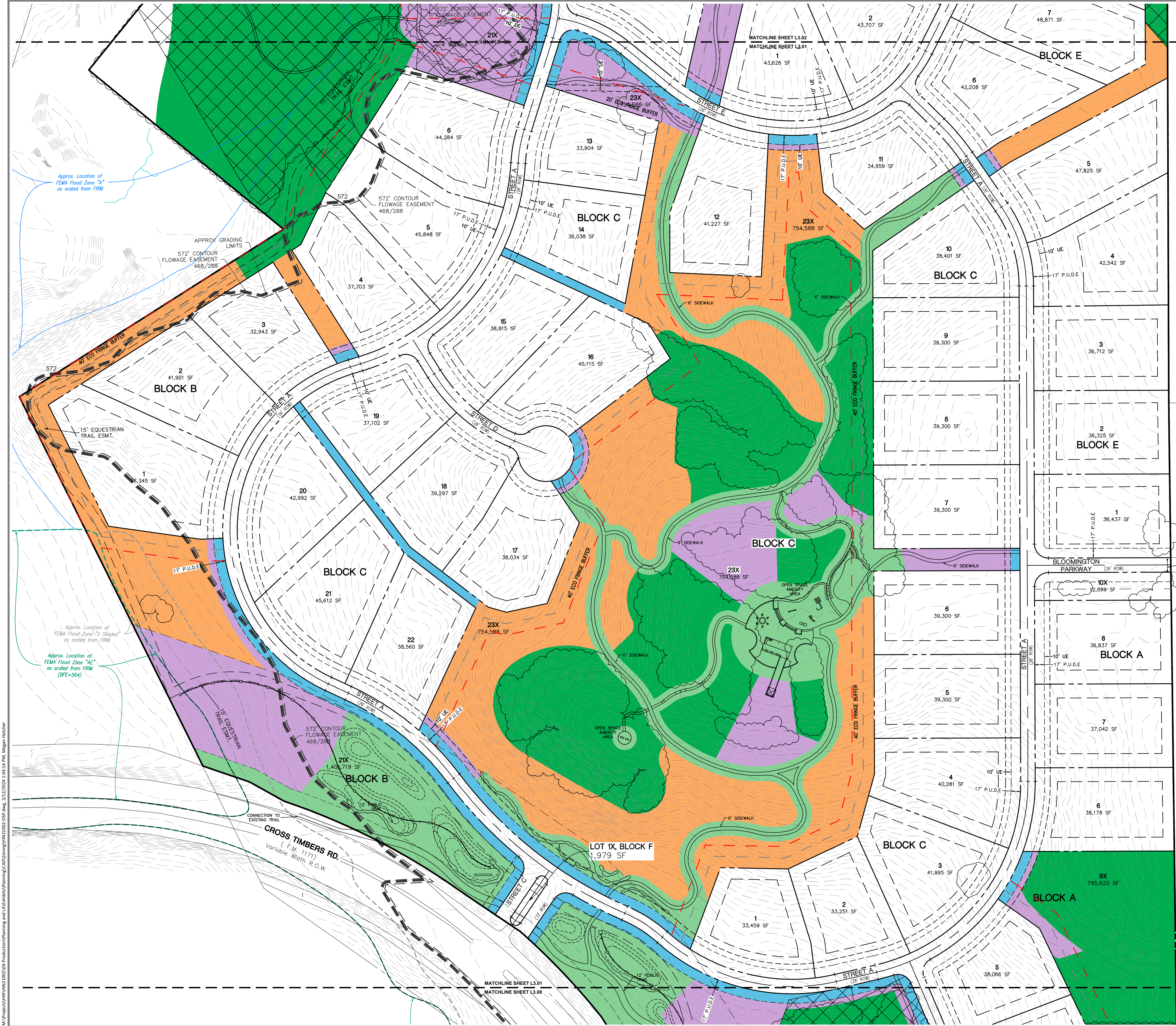
PLAN INFORMATION

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SHEET

OPEN SPACE PLAN

L3.00



LEGEND

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REVISIONS

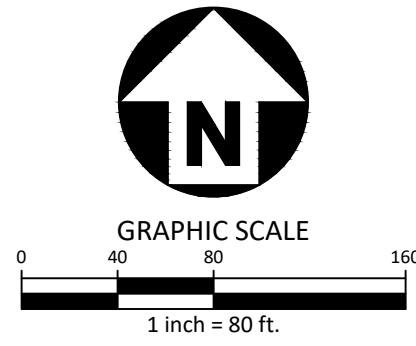
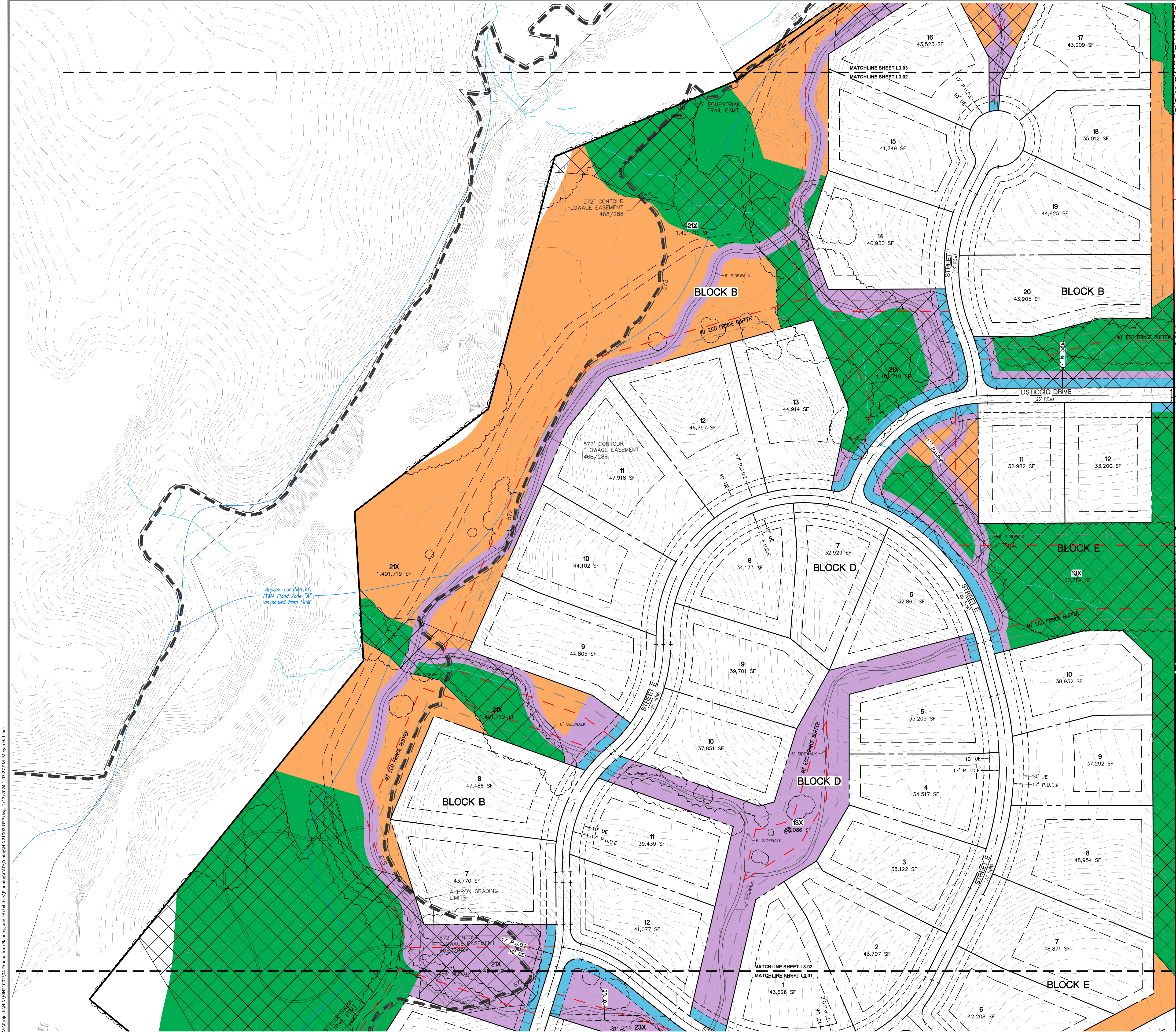
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PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-OSP.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	02. 12. 2024

SHEET
OPEN SPACE PLAN

L3.01



LEGEND

- ZONE A - WOODED NATURAL OPEN SPACE
- ZONE B - NATIVE OPEN SPACE
- ZONE C - TRANSITION OPEN SPACE
- ZONE D - ESTATE OPEN SPACE
- UPLAND WOODED HABITAT
- EXISTING TREE CANOPY
- CREEK OR STREAM
- ECO-FRINGE BUFFER
- 20 FT OFFSET INTO ECO-FRINGE BUFFER
- P.U.D.E. AREAS & DRAINAGE EASEMENTS

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fax 972. 436. 9715
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DUSTIN DAVIDSON

CROSS TIMBERS

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION.
BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECTS, P.C.
DATED 2/2/2024

REVISIONS

NO.	DATE	DESCRIPTION
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PLAN INFORMATION

PROJECT NO.	HIN21002
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SCALE	80 SCALE
DATE	02. 12. 2024

SHEET

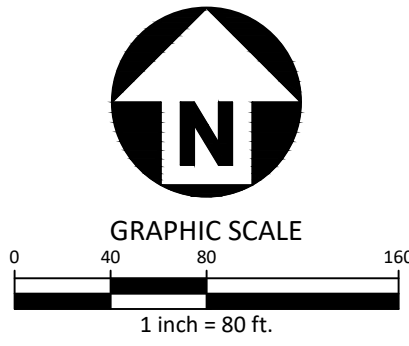
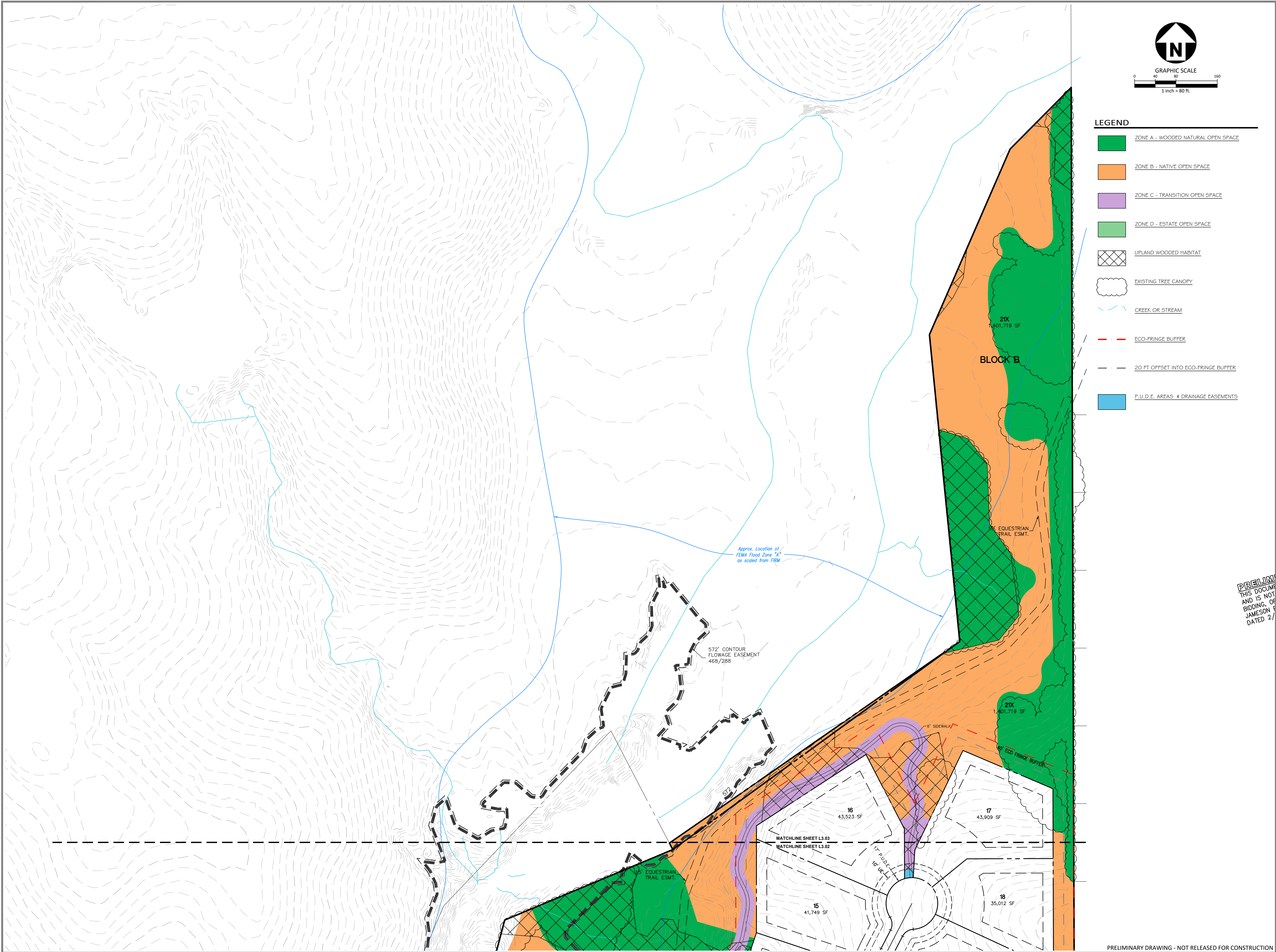
OPEN SPACE PLAN

L3.02

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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LEGEND

- ZONE A - WOODED NATURAL OPEN SPACE
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- ZONE C - TRANSITION OPEN SPACE
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JAMESON PINSON LANDSCAPE ARCHITECT
DATED 2/2/2024



REVISIONS

NO.	DATE	DESCRIPTION
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PLAN INFORMATION

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FILENAME	HIN21002-OSP.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	02. 12. 2024

SHEET

OPEN SPACE PLAN

L3.03

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



TOWN COUNCIL AGENDA N.3. REGULAR ITEM(S)

DATE: February 19, 2024
FROM: James Hoefert, Environmental Review Analyst
ITEM: **Public Hearing to consider an application for a tree removal permit (TRP23-0017) for eighteen (18) specimen trees on property proposed for development as FM 1171 Conservation. The property is generally located north of Cross Timbers Road and west of Kimball Crossing. (The ECC recommended approval of fourteen (14) specimen trees and recommended denial of four (4) specimen trees by a vote of 6 - 0 at its October 3, 2023, meeting. The ECC recommended approval of two (2) specimen trees and recommended denial of one (1) specimen tree by a vote of 7 - 0 at its February 6, 2023, meeting).**

BACKGROUND: The FM 1171 Conservation development is generally located north of Cross Timbers Road and east of Highway 377. The site is approximately 148 acres in size. The site is currently zoned for Interim Holding and Agricultural uses and master planned for Cross Timbers Conservation Development District. The applicant is requesting to rezone the property to Planned Development District No. 196 (PD-196) for a conservation development. According to the tree survey for the project, the site contains one hundred thirty-five (135) specimen trees. Fourteen (14) specimen trees were previously recommended for approval and four (4) specimen trees were recommended by denial (Tree #'s 10, 632, 1274 and 1275) by the ECC at the October 3, 2023, meeting. The applicant received feedback regarding the proposed development at the November 16, 2023, Town Council meeting. After receiving feedback at the Town Council meeting, the applicant revised areas of their plan which resulted in preserving some specimen trees previously requested for removal and impacting other specimen trees which were previously designated for preservation. The revised plan was presented to the ECC which resulted in two (2) additional specimen trees being recommended for approval and one (1) specimen tree was recommended for denial (Tree #1300) at the February 6, 2024, ECC meeting. The eighteen (18) specimen trees proposed for removal are all in good to fair condition and are located within the proposed buildable area.

The Town's tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on their size, 824" of replacement trees, equaling 275 three-inch caliper trees, will be required for the removal of the eighteen (18) specimen trees on this site. In addition, protected trees removed from the buildable area will also require replacement at a tree-for-tree rate. Protected tree mitigation / replacement will be determined with the subdivision site plan application – once final engineering has been completed for the project. The developer is proposing to preserve a significant number of existing protected trees and specimen trees on the site, so there will be credits available for the preservation of those trees.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its October 3, 2023, and February 6, 2024, meetings. The ECC recommended approval of specimen tree #'s 20, 681, 1243, 1253, 1263, 1276, 1277, 1279, 1292, 1293, 1295, 1341, 1343 and 1353 and recommended denial of specimen tree #'s 632, 1274, 1275 and 1300 proposed for removal. The two ECC meetings can be viewed at: <https://flowermoundtx.new.swagit.com/videos/273157>

<https://flowermoundtx.new.swagit.com/videos/296707>

As of February 13, 2024, staff has not received feedback related to this item.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter of Intent
2. Specimen tree removal permit application
3. Tree Survey without aerial
4. Tree Survey with aerial

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

January 16, 2024

Jimmy Hoefert, Environmental Review Analyst
Town of Flower Mound
Environmental Services Division
2121 Cross Timbers Road
Flower Mound, Texas 75028

Reference: Specimen Tree Removal Permit Application
Cross Timbers Development
Approximately 148 Acres
Town of Flower Mound
Denton County, Texas

Dear Mr. Hoefert,

On behalf of the developer on the aforementioned property, we are requesting permission to remove (18) specimen trees (as outlined in the attached tree survey), as defined in the Town of Flower Mound Tree Preservation Code. The trees being requested to be removed are due to site conditions and staff request, which thereby means the subject property cannot reasonably be developed without removal of the trees included in the permit application.

TREE TABULATIONS FROM THE SPECIMEN TREE SURVEY

Total specimen trees	135 trees
Specimen trees to be removed	18 trees

Due to a culmination of preexisting conditions, Town of Flower Mound Engineering Standards, Code requirements, and Environmental Staff requests, the (18) specimen trees are not able to be saved. The site plan presented appears to be the most beneficial after considering all the site constraints and opportunities. The Town has instructed the applicant to request permission to remove all of these specimen trees at one time in lieu of making the final determination during individual lot grading plans.

The following specimen trees are requested to be removed due to site constraints:

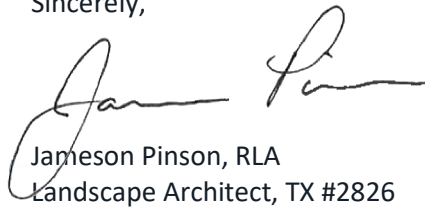
	List #	Tag #	Caliper "	Common Name
1*	20	20	22"	Blackjack Oak
2	24	632	27"	Post Oak
3	25	681	22"	Cedar Elm
4*	35	1243	22"	Post Oak
5	45	1253	24"	Post Oak
6*	55	1263	27"	Post Oak
7	63	1274	22"	Post Oak
8	64	1275	22"	Post Oak
9*	65	1276	20"	Blackjack Oak

	List #	Tag #	Caliper "	Common Name
10*	66	1277	27"	Post Oak
11*	68	1279	22"	Post Oak
12*	81	1292	20"	Cedar Elm
13*	82	1293	19"	Cedar Elm
14*	84	1295	26"	Post Oak
15	88	1300	23"	Post Oak
16*	121	1341	25"	Cedar Elm
17*	123	1343	19"	Cedar Elm
18*	133	1353	23"	Cedar Elm

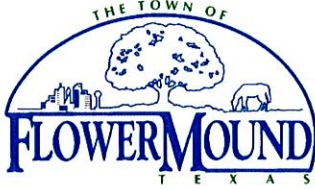
(*) *Trees previously recommended for removal at ECC Meeting in October 2023.*

Based on the data, I respectfully ask that the trees enumerated above be allowed to be removed from the site.

Sincerely,



Jameson Pinson, RLA
Landscape Architect, TX #2826



Town of Flower Mound Environmental Services
Mailing Address: 2121 Cross Timbers Road, Flower Mound, TX 75028
Telephone: 972-874-6340 Website: www.flower-mound.com

TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

This application is required to be submitted 30 days prior to the next available ECC hearing.

1. Applicant- Note: Must be an ISA certified arborist, certified forester, or a registered landscape architect.

Name:

Jameson Pinson

Address:

201 Country View Drive, Roanoke, TX 76262

Phone:

940-240-1012

Applicant's Legal Interest in the Property:

Landscape Architect for Hines Land Development

2. Property Owner(s)

Name(s): Robert W. Witte

Address: 2700 Commerce Street, Suite 1600
Dallas, TX 75226

3. Location and Legal Description of Property:

FM 1171 Conservation Development

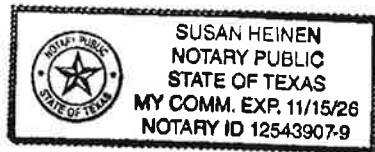
9800 Cross Timbers Road, Flower Mound, TX

Lots 1-9 & 10X-11X, Block A, Lots 1-19 & 20X, Block B, Lots 1-22 & 23X, Block C, Lots 1-12 & 13X, Block D, Lots 1-12 & 13X, Block E, and Lot 1X, Block F, 148.008 Acres

4. Owner's Authorization of Representation

I, Robert W. Witte, the owner of the above described real property, do hereby authorize Jameson Pinson to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.

see attached



Signature of Owner

Given Under My Hand and Seal of Office
This the 3 Day of August, 20 23

Susan Heinen

Notary Public

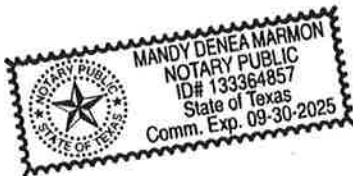
In and For Dallas County, Texas.

5. Applicants Affidavit- Note: Applicant must be an ISA certified arborist, certified forester, or a registered landscape architect.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I Jameson Pinson, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

Jameson Pinson

Signature of Applicant



Landscape Architect License No. 2826
State of Licensure Texas

Or ISA Certified Arborist No. _____

Or Certified Forester No. _____

Given Under My Hand and Seal of Office
This the 4 Day of August, 20 23

Mandy Marmon

Notary Public

In and For Denton County, Texas

6. Received by Town of Flower Mound on (Date) 8/4/2023 by
(initials) JRH

FURST RANCH I INVESTORS LP

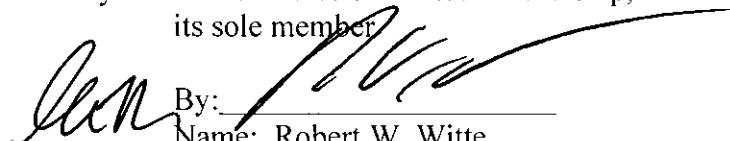
a Delaware limited partnership

By: Furst Ranch I Investors GP LLC,
its general partner

By: Hines Furst Ranch I Associates LP,
its sole member

By: Hines Furst Ranch I GP LLC,
its sole general partner

By: Hines Interests Limited Partnership,
its sole member


By: _____
Name: Robert W. Witte
Title: Senior Managing Director

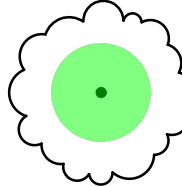
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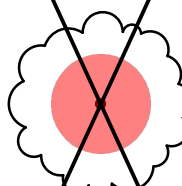


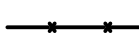


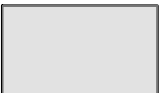
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1 inch = 80 ft.

LEGEND

 SPECIMEN TREE TO BE SAVED

 SPECIMEN TREE TO BE REMOVED

 TREE PROTECTION FENCE

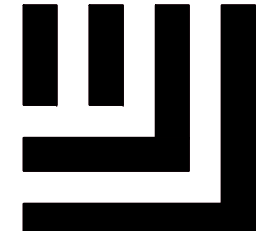
 UPLAND WOODED HABITAT

 RIPARIAN HABITAT

Notes:

- When required, all franchise utilities to be installed within 5ft of the edge of a specimen tree canopy are to be bored and sleeved at required depths per state regulations.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



McAdams
The John R. McAdams Company, Inc.
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Roanoke, Texas 76262
phone 940. 240. 1012
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TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com

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DALLAS, TEXAS 75226
972. 716. 2900
DUSTIN DAVIDSON

CROSS TIMBERS

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



1/15/2024

REVISIONS		
NO.	DATE	DESCRIPTION

PLAN INFORMATION	
PROJECT NO.	HIN21002
FILENAME	HIN21002-TS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	01. 15. 2024

SHEET

SPECIMEN TREE SURVEY

L1.00



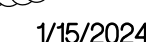
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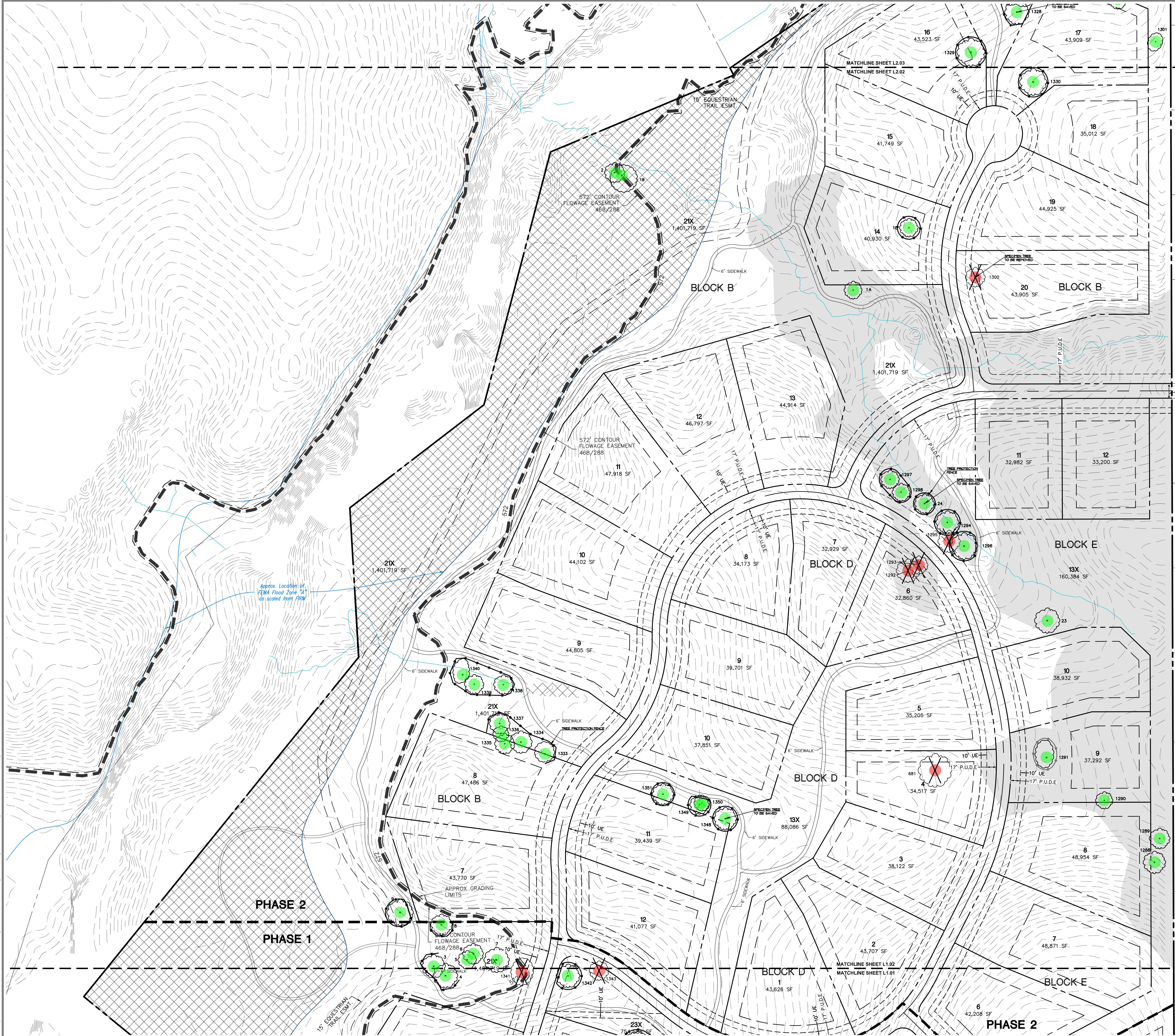
SHEET

SPECIMEN TREE SURVEY

L1.01



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GRAPHIC SCALE
0 40 80 160
1 inch = 80 ft.

LEGEND

- SPECIMEN TREE TO BE SAVED
- SPECIMEN TREE TO BE REMOVED
- TREE PROTECTION FENCE
- UPLAND WOODED HABITAT
- RIPARIAN HABITAT

Notes:
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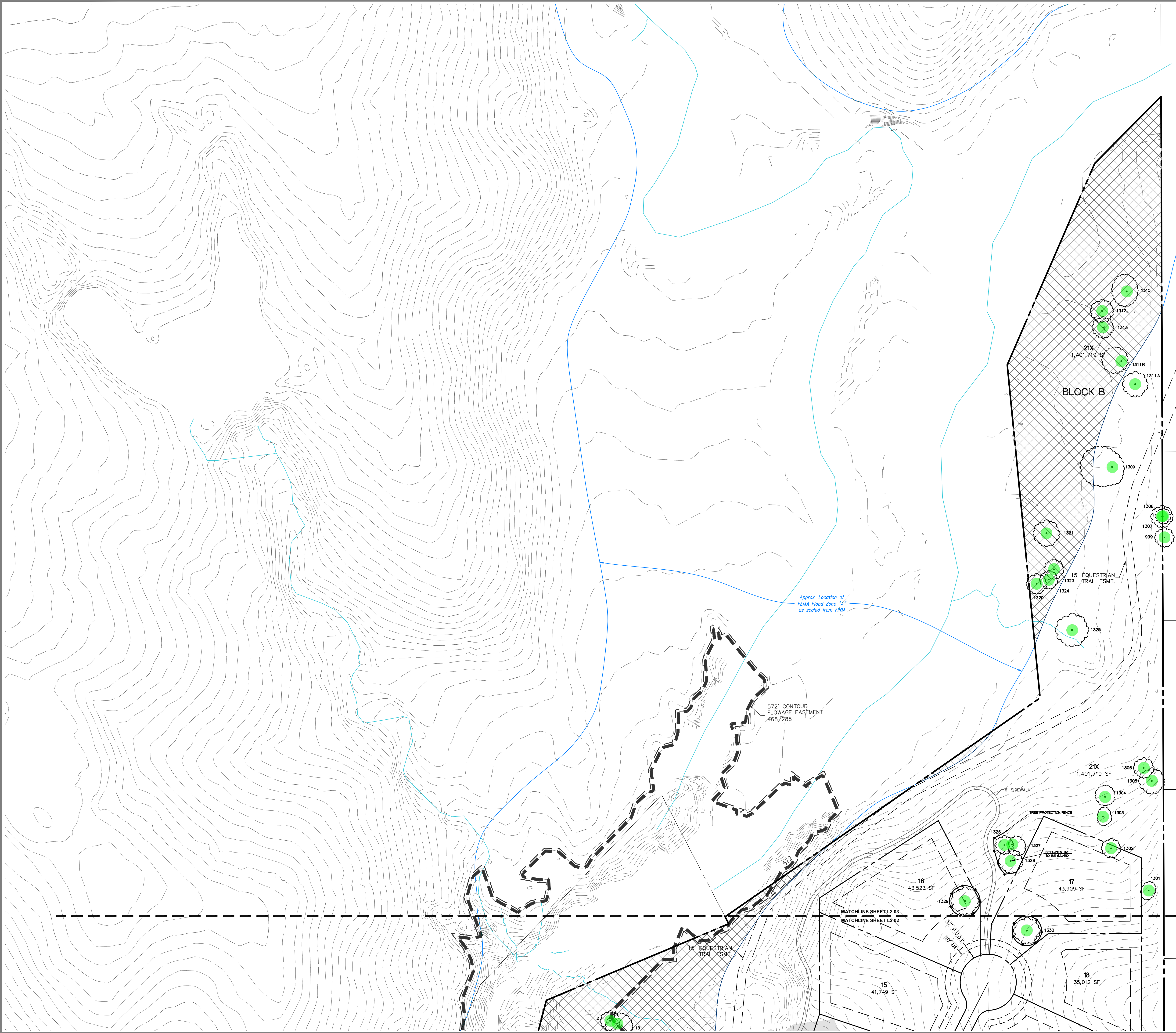
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SCALE	80 SCALE
DATE	01. 15. 2024

SHEET

SPECIMEN TREE SURVEY

L1.02

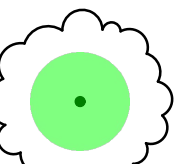
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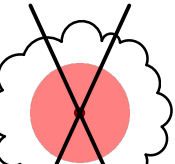


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1 inch = 80 ft.

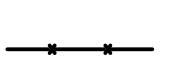
LEGEND



SPECIMEN TREE TO BE SAVED



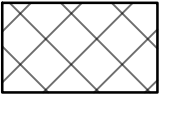
SPECIMEN TREE TO BE REMOVED



TREE PROTECTION FENCE



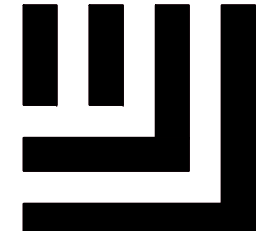
UPLAND WOODED HABITAT



RIPARIAN HABITAT

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SHEET

SPECIMEN TREE SURVEY

L1.03

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

Page 171 of 179

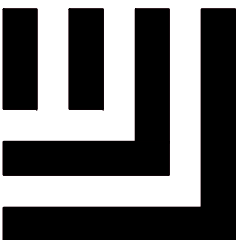
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TREE CHART

LIST #	TAG #	CALIPER "	COMMON NAME	BOTANICAL NAME	REMOVED	MITIGATION	UWH	CONDITION
1	1 A	21	CEDAR ELM	Ulmus crassifolia	NO		YES	FAIR
2	1 B	24	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
3	2	24	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
4	3	23	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
5	4	22	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
6	5	21	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
7	6	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
8	7	23	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
9	8	24	CEDAR ELM	Ulmus crassifolia	NO		NO	FAIR
10	9	29	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
11	10	22	POST OAK	Quercus stellata	NO		NO	GOOD
12	12 A	21	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
13	12 B	22	POST OAK	Quercus stellata	NO		NO	GOOD
14	13	22	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
15	14	21	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
16	15	19	CEDAR ELM	Ulmus crassifolia	NO		NO	FAIR
17	16	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
18	18	21	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
19	19	24	POST OAK	Quercus stellata	NO		YES	POOR-CAVITY, 30% DEAD
20	20	22	BLACK JACK OAK	Quercus marilandica	YES	22	NO	GOOD
21	22	22	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
22	23	24	POST OAK	Quercus stellata	NO		YES	GOOD
23	24	20	POST OAK	Quercus stellata	NO		YES	GOOD
24	632	27	POST OAK	Quercus stellata	YES	27	NO	GOOD
25	681	22	CEDAR ELM	Ulmus crassifolia	YES	22	NO	FAIR
26	999	20	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
27	1235	30	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
28	1236	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
29	1237	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
30	1238	28	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
31	1239	20	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
32	1240	26	POST OAK	Quercus stellata	NO		NO	GOOD
33	1241	22	POST OAK	Quercus stellata	NO		YES	GOOD
34	1242	20	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
35	1243	22	POST OAK	Quercus stellata	YES	22	NO	GOOD
36	1244	26	POST OAK	Quercus stellata	NO		YES	GOOD
37	1245	20	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
38	1246	25	POST OAK	Quercus stellata	NO		YES	GOOD
39	1247	24	POST OAK	Quercus stellata	NO		YES	GOOD
40	1248	27	POST OAK	Quercus stellata	NO		YES	GOOD
41	1249	22	POST OAK	Quercus stellata	NO		YES	GOOD
42	1250	24	CEDAR ELM	Ulmus crassifolia	NO		YES	FAIR
43	1251	22	POST OAK	Quercus stellata	NO		YES	GOOD
44	1252	32	POST OAK	Quercus stellata	NO		YES	GOOD
45	1253	24	POST OAK	Quercus stellata	YES	24	YES	GOOD
46	1254	22	POST OAK	Quercus stellata	NO		YES	GOOD
47	1255	25	POST OAK	Quercus stellata	NO		NO	GOOD
48	1256	22	POST OAK	Quercus stellata	NO		NO	GOOD
49	1257	22	POST OAK	Quercus stellata	NO		NO	GOOD
50	1258	25	POST OAK	Quercus stellata	NO		NO	GOOD
51	1259	24	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
52	1260	23	POST OAK	Quercus stellata	NO		NO	GOOD
53	1261	22	POST OAK	Quercus stellata	NO		NO	GOOD
54	1262	29	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
55	1263	27	POST OAK	Quercus stellata	YES	27	YES	GOOD
56	1264	22	POST OAK	Quercus stellata	NO		NO	GOOD
57	1265	21	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
58	1266 A	20	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
59	1266 B	20	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
60	1270	22	POST OAK	Quercus stellata	NO		NO	GOOD
61	1272	19	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
62	1273	22	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
63	1274	22	POST OAK	Quercus stellata	YES	22	NO	GOOD
64	1275	22	POST OAK	Quercus stellata	YES	22	NO	GOOD
65	1276	20	BLACK JACK OAK	Quercus marilandica	YES	20	NO	GOOD
66	1277	27	POST OAK	Quercus stellata	YES	27	NO	GOOD
67	1278	30	TEXAS ASH	Fraxinus texensis	NO		NO	GOOD
68	1279	22	POST OAK	Quercus stellata	YES	22	NO	GOOD
69	1280	22	POST OAK	Quercus stellata	NO		NO	GOOD
70	1281	24	POST OAK	Quercus stellata	NO		NO	GOOD
71	1282	22	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
72	1283	23	POST OAK	Quercus stellata	NO		NO	GOOD
73	1284	19	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
74	1285	19	BLACK JACK OAK	Quercus marilandica	NO		YES	GOOD

LIST #	TAG #	CALIPER "	COMMON NAME	BOTANICAL NAME	REMOVED	MITIGATION	UWH	CONDITION
75	1286	26	POST OAK	Quercus stellata	NO		YES	GOOD
76	1287	19	CEDAR ELM	Ulmus crassifolia	NO		NO	FAIR
77	1288	22	POST OAK	Quercus stellata	NO		YES	GOOD
78	1289	24	POST OAK	Quercus stellata	NO		YES	GOOD
79	1290	20	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
80	1291	22	POST OAK	Quercus stellata	NO		YES	GOOD
81	1292	20	CEDAR ELM	Ulmus crassifolia	YES	20	YES	GOOD
82	1293	19	CEDAR ELM	Ulmus crassifolia	YES	19	YES	GOOD
83	1294	23	POST OAK	Quercus stellata	NO		YES	GOOD
84	1295	26	POST OAK	Quercus stellata	YES	26	YES	GOOD
85	1296	27	POST OAK	Quercus stellata	NO		YES	GOOD
86	1297	19	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
87	1298	19	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
88	1300	23	POST OAK	Quercus stellata	YES	23	NO	GOOD
89	1301	20	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
90	1302	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
91	1303	20	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
92	1304	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
93	1305	27	CEDAR ELM	Ulmus crassifolia	NO		NO	FAIR
94	1306	20	CEDAR ELM	Ulmus crassifolia	NO		NO	FAIR
95	1307	24	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
96	1308	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
97	1309	40	PECAN	Carya illinoinensis	NO		NO	GOOD
98	1311 A	30	PECAN	Carya illinoinensis	NO		NO	GOOD
99	1311 B	30	PECAN	Carya illinoinensis	NO		NO	GOOD
100	1312	26	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
101	1313	24	PECAN	Carya illinoinensis	NO		NO	GOOD
102	1315	30	PECAN	Carya illinoinensis	NO		NO	GOOD
103	1320	21	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
104	1321	32	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
105	1323	31	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
106	1324	32	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
107	1325	35	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
108	1326	22	POST OAK	Quercus stellata	NO		NO	GOOD
109	1327	24	POST OAK	Quercus stellata	NO		NO	GOOD
110	1328	26	POST OAK	Quercus stellata	NO		NO	GOOD
111	1329	23	POST OAK	Quercus stellata	NO		NO	GOOD
112	1330	30	POST OAK	Quercus stellata	NO		NO	POOR-MAIN TRUNK GONE
113	1333	21	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
114	1334	24	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
115	1335	23	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
116	1336	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
117	1337	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
118	1338	23	CEDAR ELM	Ulmus crassifolia	NO		NO	FAIR
119	1339	23	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
120	1340	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
121	1341	25	CEDAR ELM	Ulmus crassifolia	YES	25	NO	GOOD
122	1342	21	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
123	1343	19	CEDAR ELM	Ulmus crassifolia	YES	19	NO	GOOD
124	1344	21	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
125	1345	30	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
126	1346	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
127	1347	21	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
128	1348	21	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
129	1349	20	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
130	1350	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
131	1351	21	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
132	1352	24	CEDAR ELM	Ulmus crassifolia	NO		NO	FAIR
133	1353	23	CEDAR ELM	Ulmus crassifolia	YES	23	NO	GOOD
134	1355	22	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
135	1567	20	CEDAR ELM	Ulmus crassifolia	NO		YES	FAIR
						412		

MITIGATION CALCULATIONS	
Total # of specimen trees:	135
Specimen trees to be removed:	18
Specimen tree cal. Inches removed:	412
Specimen tree mitigation (2x cal. Inches removed):	824



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TOWN OF FLOWER MOUND
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REVISIONS

NO.	DATE	DESCRIPTION
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PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-TS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	40 SCALE
DATE	01. 15. 2024

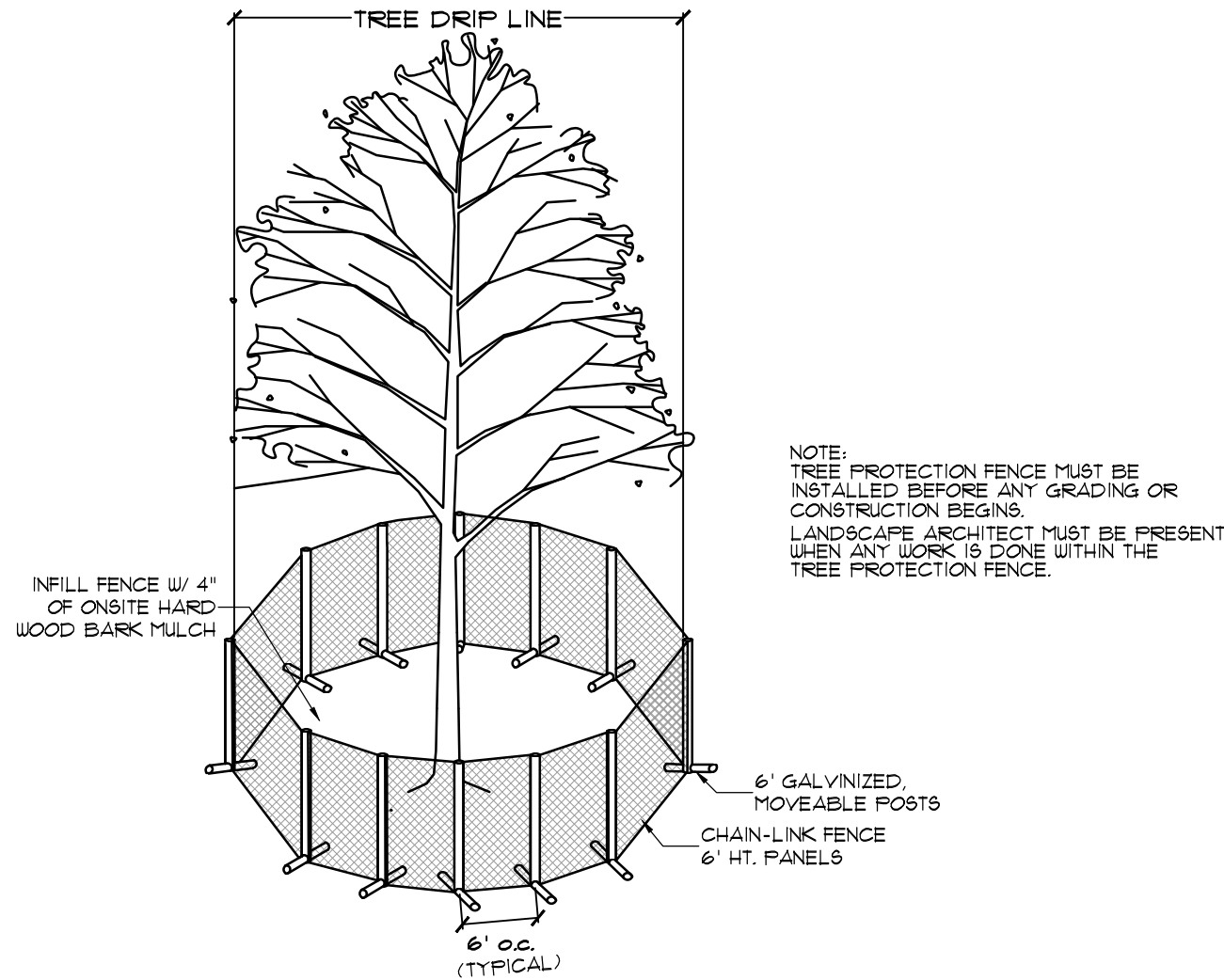
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SPECIMEN TREE CHART

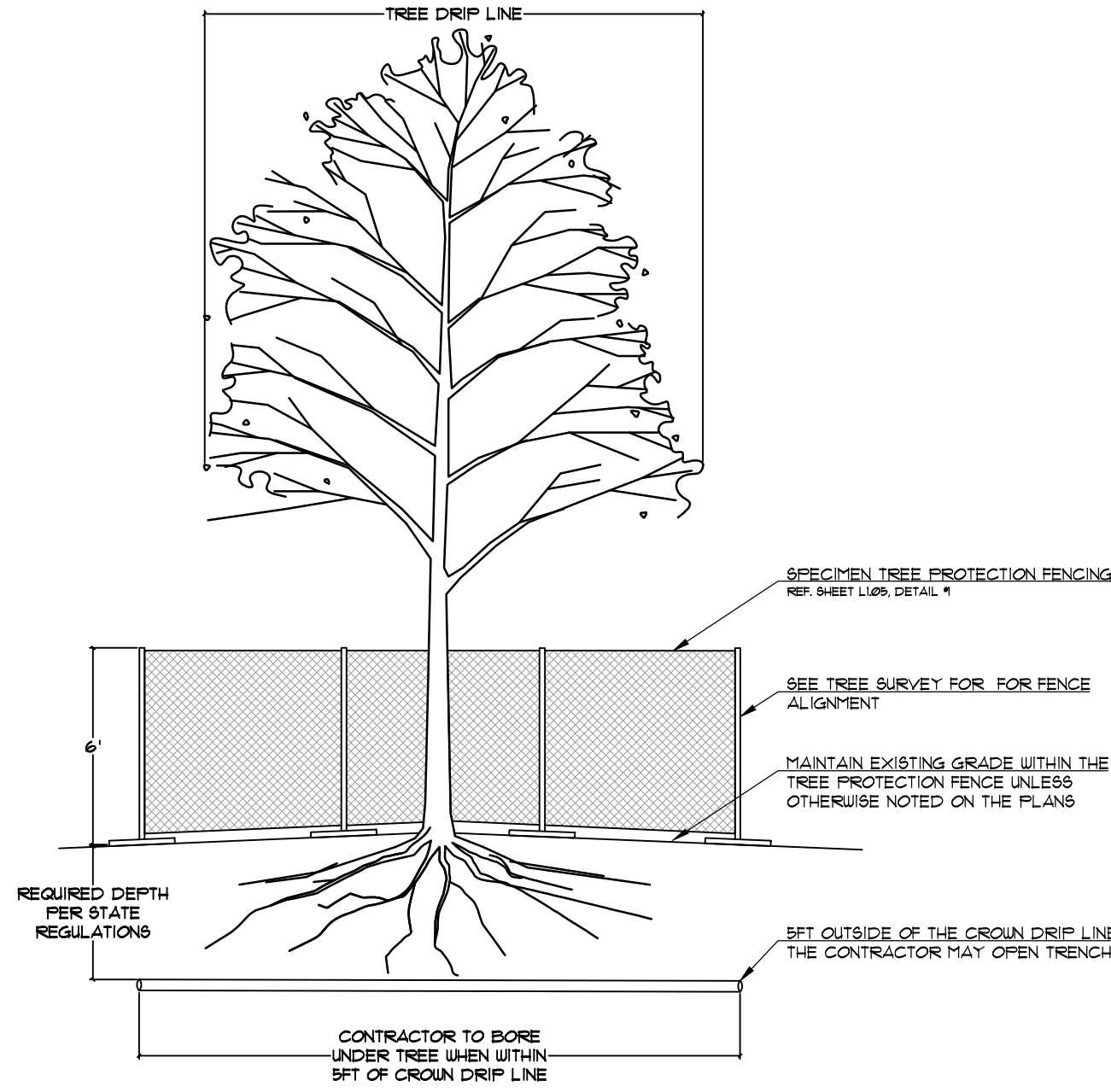
L1.04

TREE PRUNING, REMOVAL AND PROTECTION MEASURES

- A. QUALITY ASSURANCE
- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
 - 2) employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS
- 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
 - 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures
- C. PRODUCTS
- 1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris and derived from the site clearing.
- D. DEFINITIONS
- 1) CRZ: Critical Root Zone: The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the drip-line, whichever is greater.
 - 2) TPZ: Tree Protection Zone: The entire soil space located directly under the drip-line of any tree (the entire drip-line).
 - 3) CRS: Complete Root System: The soil space directly under the drip-line of any tree and an additional 7 feet beyond said drip-line.
 - 4) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.
- E. PRE-CONSTRUCTION TREE PRUNING
- 1) Personnel Qualifications: All pruning shall be performed under the supervision of an international Society of Arboriculture (ISA) Certified Arborist.
 - 2) All trees within the project area shall be pruned to:
 - (i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 ½ inches in diameter
 - (ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
 - (iii) Remove stubs, cutting outside the wound-wood tissue that has formed around the branch.
 - (iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
 - 3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI Z133.1 Safety Standards. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning
 - 4) No more than 20 percent of live foliage shall be removed from any tree.
 - 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 4 inches, leaving the trunk clear of mulch.
- F. TREE REMOVAL
- 1) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
 - 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use in the tree preservation efforts at the discretion of the Landscape Architect.
 - 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors,
 - 4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
 - 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.
- G. TREE PROTECTION
- 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner or their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
 - 2) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group trees.
 - 3) Fences are to be maintained and remain until all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written permission from the Landscape Architect. Fences may be constructed from 6 "T" stakes and orange web fence material
 - 4) All trees to be preserved shall have 4 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 4 inch depth.
 - 5) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
 - 6) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trenches "air dug" with Air Spade (registered trademark) or similar technology are the exceptions. Irrigation line may routed in any direction outside the dripline of retained trees. Irrigation lines inside the drip-line must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no greater than 7 feet from a tree trunk (irrigation lines shall not in any way bisect and therefore damage the "spoke-like" root system).
 - 7) No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone.
 - 8) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken. Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
 - 9) Any grading, construction, demolition, or other work that is expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified



1. SPECIMEN TREE PROTECTION FENCING
NTS



2. BORING UNDER EXISTING TREE
1"=5'



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DENTON COUNTY, TEXAS



REVISIONS

NO.	DATE	DESCRIPTION
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PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-TS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	40 SCALE
DATE	01. 15. 2024

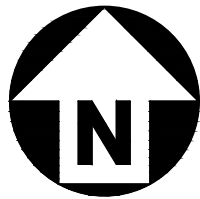
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SPECIMEN TREE NOTES
& DETAILS

L1.05

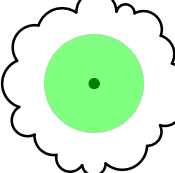
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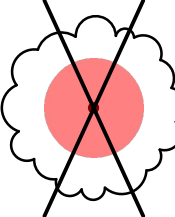


GRAPHIC SCALE
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1 inch = 80 ft.

LEGEND



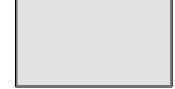
SPECIMEN TREE TO BE SAVED



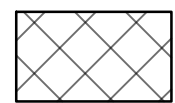
SPECIMEN TREE TO BE REMOVED



TREE PROTECTION FENCE



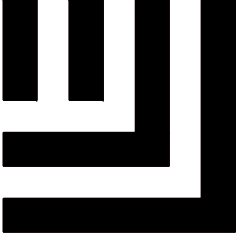
UPLAND WOODED HABITAT



RIPARIAN HABITAT

Notes:

1. When required, all franchise utilities to be installed within 5ft of the edge of a specimen tree canopy are to be bored and sleeved at required depths per state regulations.



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1/15/2024

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NO.	DATE	DESCRIPTION

PLAN INFORMATION	
PROJECT NO.	HIN21002
FILENAME	HIN21002-TS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	01. 15. 2024

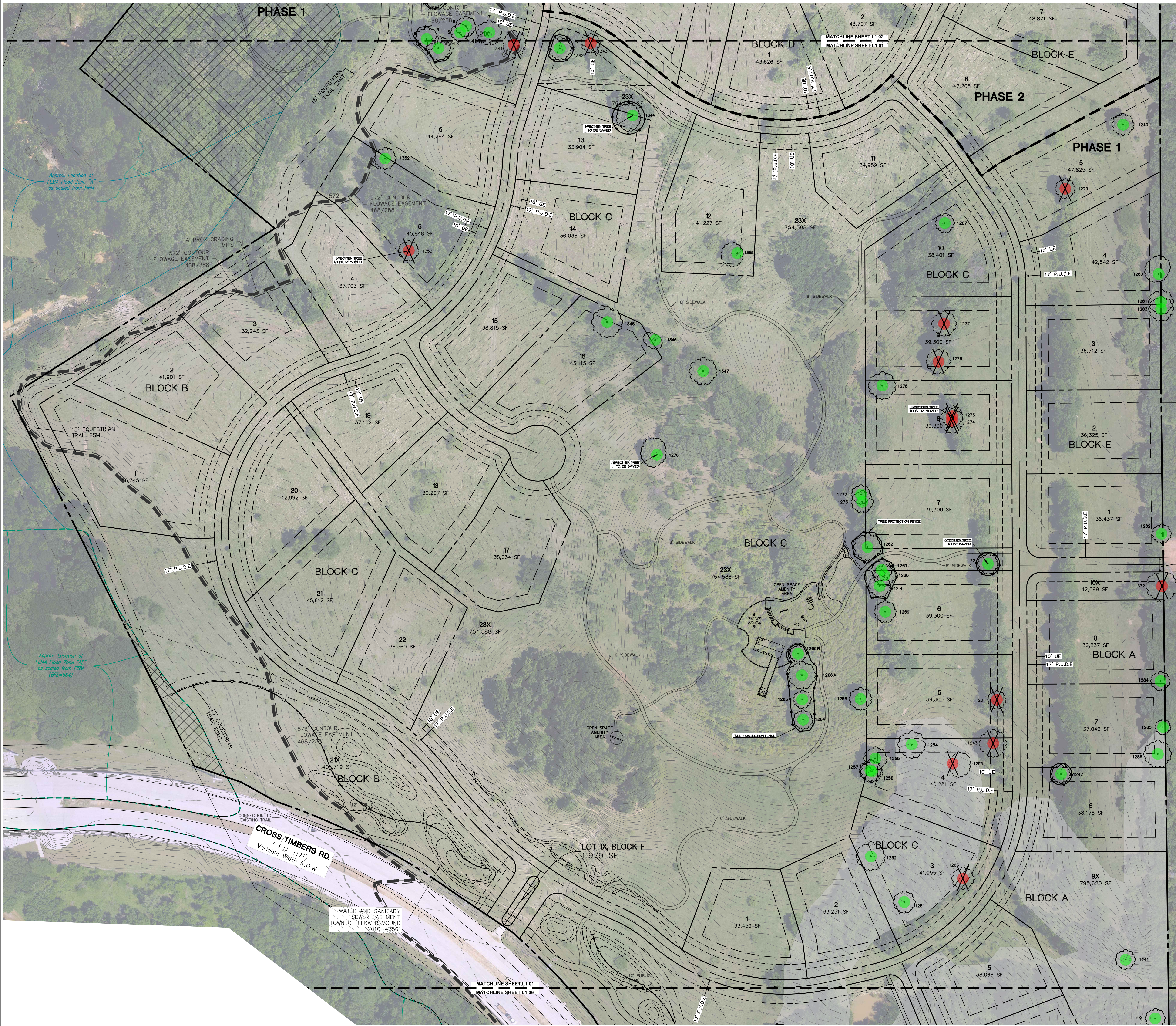
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SPECIMEN TREE SURVEY

L1.00

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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LEGEND

SPECIMEN TREE TO BE SAVED

SPECIMEN TREE TO BE REMOVED

TREE PROTECTION FENCE

UPLAND WOODED HABITAT

RIPARIAN HABITAT

Notes:

1. When required, all franchise utilities to be installed within 5ft of the edge of a specimen tree canopy are to be bored and sleeved at required depths per state regulations.

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PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-TS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	01. 15. 2024

SHEET

SPECIMEN TREE SURVEY

L1.01

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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1/15/2024

REVISIONS

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PLAN INFORMATION

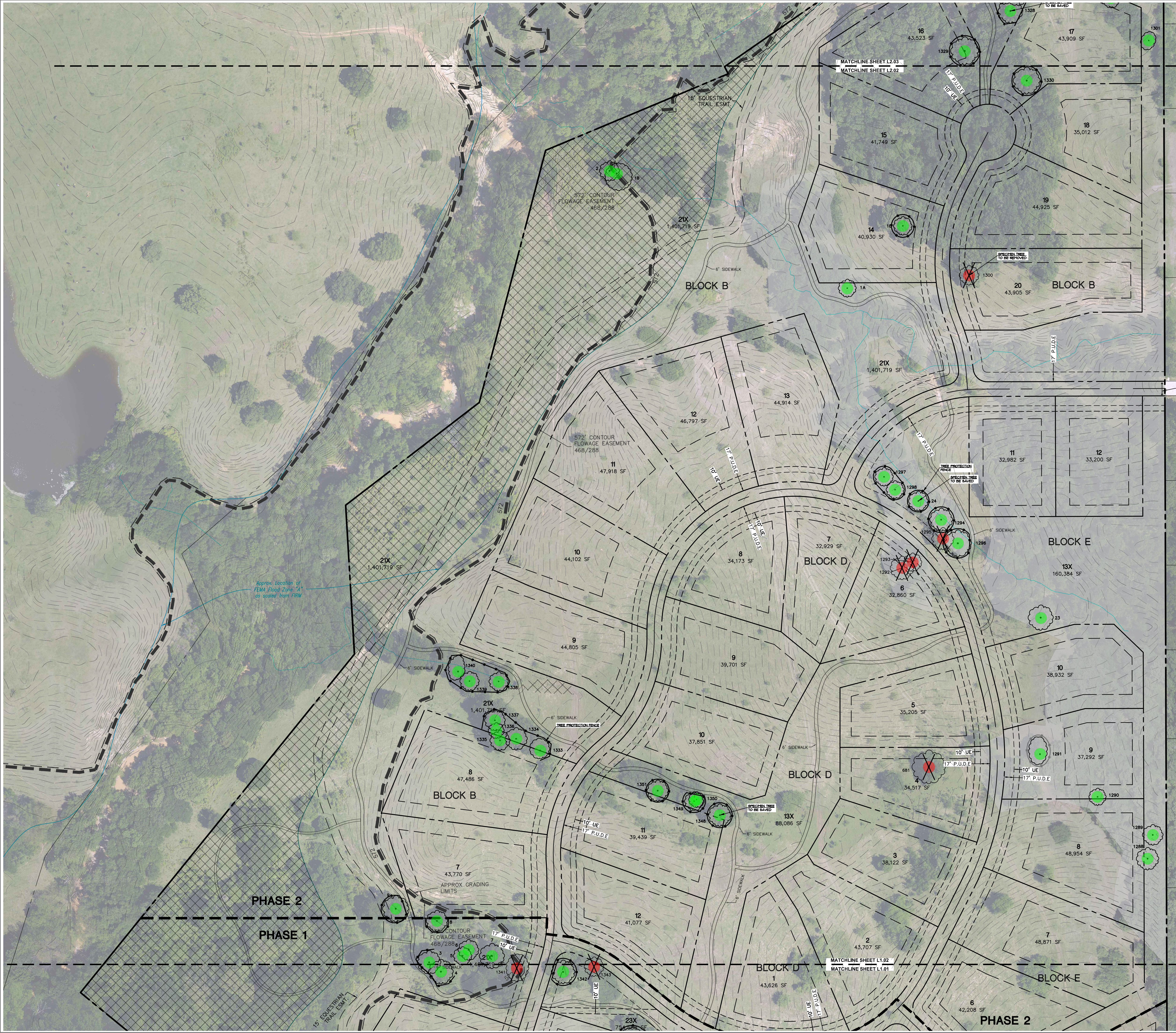
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FILENAME	HIN21002-TS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	01. 15. 2024

SHEET

SPECIMEN TREE SURVEY

L1.01

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LEGEND

- SPECIMEN TREE TO BE SAVED
- SPECIMEN TREE TO BE REMOVED
- TREE PROTECTION FENCE
- UPLAND WOODED HABITAT
- RIPARIAN HABITAT

Notes:

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PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-TS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	01. 15. 2024

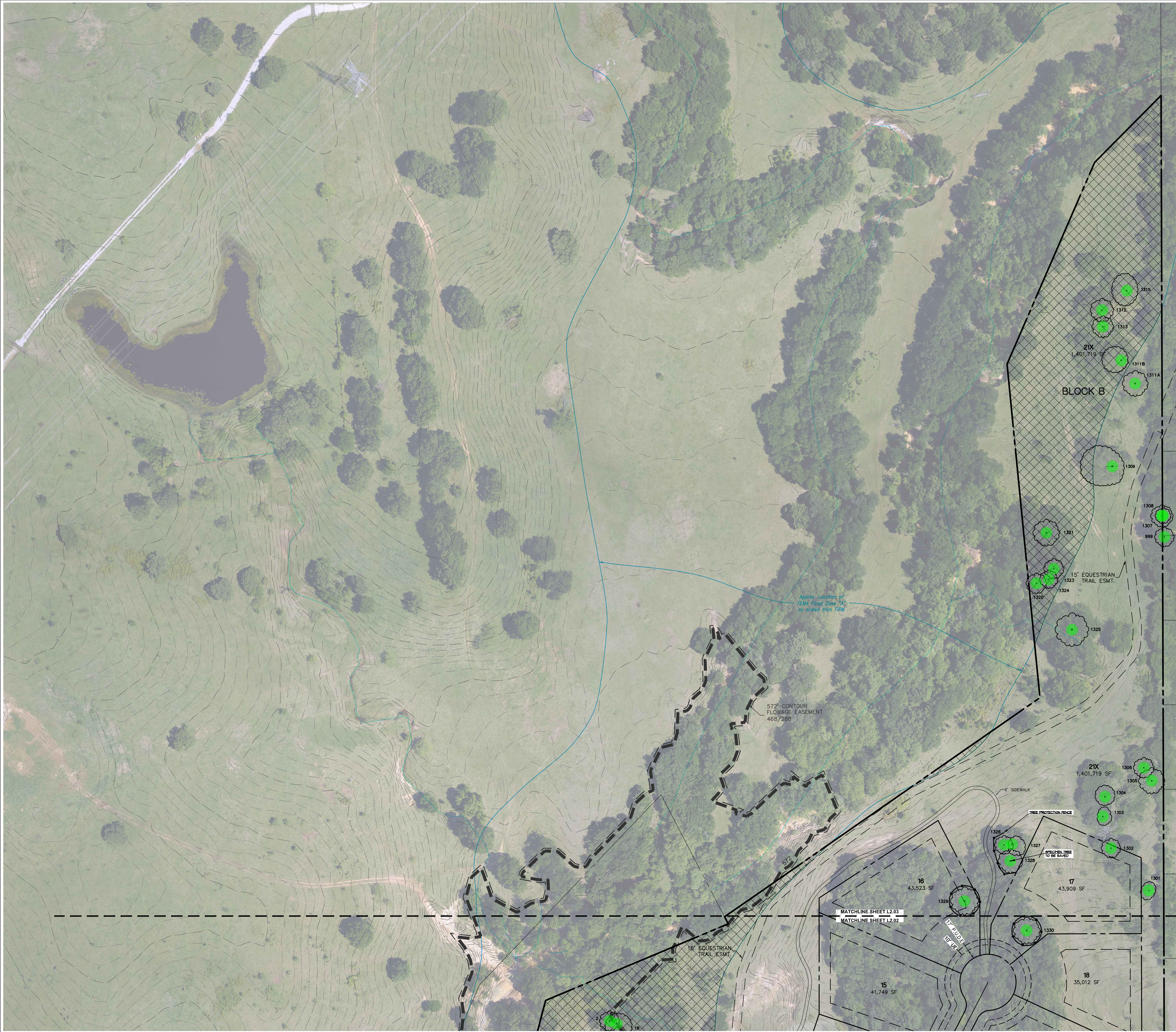
SHEET

SPECIMEN TREE SURVEY

L1.02

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

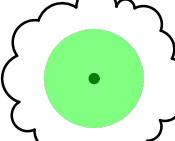
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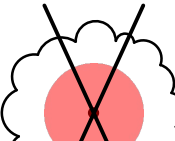


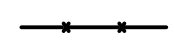


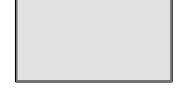
GRAPHIC SCALE
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1 inch = 80 ft.

LEGEND

SPECIMEN TREE TO BE SAVED

SPECIMEN TREE TO BE REMOVED

TREE PROTECTION FENCE

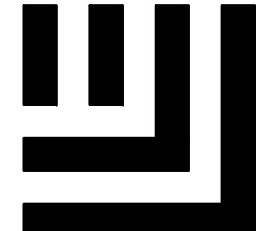
UPLAND WOODED HABITAT

RIPARIAN HABITAT

Notes:

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CROSS TIMBERS

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



1/15/2024

REVISIONS

NO.	DATE	DESCRIPTION
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PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-TS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	01. 15. 2024

SHEET

SPECIMEN TREE SURVEY

L1.03

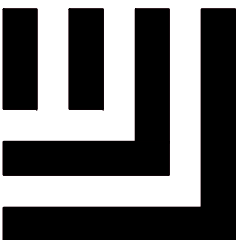
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TREE CHART

LIST #	TAG #	CALIPER "	COMMON NAME	BOTANICAL NAME	REMOVED	MITIGATION	UWH	CONDITION
1	1 A	21	CEDAR ELM	Ulmus crassifolia	NO		YES	FAIR
2	1 B	24	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
3	2	24	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
4	3	23	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
5	4	22	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
6	5	21	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
7	6	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
8	7	23	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
9	8	24	CEDAR ELM	Ulmus crassifolia	NO		NO	FAIR
10	9	29	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
11	10	22	POST OAK	Quercus stellata	NO		NO	GOOD
12	12 A	21	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
13	12 B	22	POST OAK	Quercus stellata	NO		NO	GOOD
14	13	22	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
15	14	21	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
16	15	19	CEDAR ELM	Ulmus crassifolia	NO		NO	FAIR
17	16	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
18	18	21	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
19	19	24	POST OAK	Quercus stellata	NO		YES	POOR-CAVITY, 30% DEAD
20	20	22	BLACK JACK OAK	Quercus marilandica	YES	22	NO	
21	22	22	BLACK JACK OAK	Quercus marilandica	NO		NO	
22	23	24	POST OAK	Quercus stellata	NO		YES	GOOD
23	24	20	POST OAK	Quercus stellata	NO		YES	GOOD
24	632	27	POST OAK	Quercus stellata	YES	27	NO	GOOD
25	681	22	CEDAR ELM	Ulmus crassifolia	YES	22	NO	FAIR
26	999	20	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
27	1235	30	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
28	1236	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
29	1237	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
30	1238	28	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
31	1239	20	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
32	1240	26	POST OAK	Quercus stellata	NO		NO	GOOD
33	1241	22	POST OAK	Quercus stellata	NO		YES	GOOD
34	1242	20	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
35	1243	22	POST OAK	Quercus stellata	YES	22	NO	GOOD
36	1244	26	POST OAK	Quercus stellata	NO		YES	GOOD
37	1245	20	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
38	1246	25	POST OAK	Quercus stellata	NO		YES	GOOD
39	1247	24	POST OAK	Quercus stellata	NO		YES	GOOD
40	1248	27	POST OAK	Quercus stellata	NO		YES	GOOD
41	1249	22	POST OAK	Quercus stellata	NO		YES	GOOD
42	1250	24	CEDAR ELM	Ulmus crassifolia	NO		YES	FAIR
43	1251	22	POST OAK	Quercus stellata	NO		YES	GOOD
44	1252	32	POST OAK	Quercus stellata	NO		YES	GOOD
45	1253	24	POST OAK	Quercus stellata	YES	24	YES	GOOD
46	1254	22	POST OAK	Quercus stellata	NO		YES	GOOD
47	1255	25	POST OAK	Quercus stellata	NO		NO	GOOD
48	1256	22	POST OAK	Quercus stellata	NO		NO	GOOD
49	1257	22	POST OAK	Quercus stellata	NO		NO	GOOD
50	1258	25	POST OAK	Quercus stellata	NO		NO	GOOD
51	1259	24	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
52	1260	23	POST OAK	Quercus stellata	NO		NO	GOOD
53	1261	22	POST OAK	Quercus stellata	NO		NO	GOOD
54	1262	29	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
55	1263	27	POST OAK	Quercus stellata	YES	27	YES	GOOD
56	1264	22	POST OAK	Quercus stellata	NO		NO	GOOD
57	1265	21	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
58	1266 A	20	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
59	1266 B	20	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
60	1270	22	POST OAK	Quercus stellata	NO		NO	GOOD
61	1272	19	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
62	1273	22	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
63	1274	22	POST OAK	Quercus stellata	YES	22	NO	GOOD
64	1275	22	POST OAK	Quercus stellata	YES	22	NO	GOOD
65	1276	20	BLACK JACK OAK	Quercus marilandica	YES	20	NO	GOOD
66	1277	27	POST OAK	Quercus stellata	YES	27	NO	GOOD
67	1278	30	TEXAS ASH	Fraxinus texensis	NO		NO	GOOD
68	1279	22	POST OAK	Quercus stellata	YES	22	NO	GOOD
69	1280	22	POST OAK	Quercus stellata	NO		NO	GOOD
70	1281	24	POST OAK	Quercus stellata	NO		NO	GOOD
71	1282	22	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
72	1283	23	POST OAK	Quercus stellata	NO		NO	GOOD
73	1284	19	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
74	1285	19	BLACK JACK OAK	Quercus marilandica	NO		YES	GOOD

LIST #	TAG #	CALIPER "	COMMON NAME	BOTANICAL NAME	REMOVED	MITIGATION	UWH	CONDITION
75	1286	26	POST OAK	Quercus stellata	NO		YES	GOOD
76	1287	19	CEDAR ELM	Ulmus crassifolia	NO		NO	FAIR
77	1288	22	POST OAK	Quercus stellata	NO		YES	GOOD
78	1289	24	POST OAK	Quercus stellata	NO		YES	GOOD
79	1290	20	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
80	1291	22	POST OAK	Quercus stellata	NO		YES	GOOD
81	1292	20	CEDAR ELM	Ulmus crassifolia	YES	20	YES	GOOD
82	1293	19	CEDAR ELM	Ulmus crassifolia	YES	19	YES	GOOD
83	1294	23	POST OAK	Quercus stellata	NO		YES	GOOD
84	1295	26	POST OAK	Quercus stellata	YES	26	YES	GOOD
85	1296	27	POST OAK	Quercus stellata	NO		YES	GOOD
86	1297	19	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
87	1298	19	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
88	1300	23	POST OAK	Quercus stellata	YES	23	NO	GOOD
89	1301	20	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
90	1302	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
91	1303	20	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
92	1304	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
93	1305	27	CEDAR ELM	Ulmus crassifolia	NO		NO	FAIR
94	1306	20	CEDAR ELM	Ulmus crassifolia	NO		NO	FAIR
95	1307	24	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
96	1308	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
97	1309	40	PECAN	Carya illinoinensis	NO		NO	GOOD
98	1311 A	30	PECAN	Carya illinoinensis	NO		NO	GOOD
99	1311 B	30	PECAN	Carya illinoinensis	NO		NO	GOOD
100	1312	26	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
101	1313	24	PECAN	Carya illinoinensis	NO		NO	GOOD
102	1315	30	PECAN	Carya illinoinensis	NO		NO	GOOD
103	1320	21	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
104	1321	32	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
105	1323	31	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
106	1324	32	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
107	1325	35	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
108	1326	22	POST OAK	Quercus stellata	NO		NO	GOOD
109	1327	24	POST OAK	Quercus stellata	NO		NO	GOOD
110	1328	26	POST OAK	Quercus stellata	NO		NO	GOOD
111	1329	23	POST OAK	Quercus stellata	NO		NO	GOOD
112	1330	30	POST OAK	Quercus stellata	NO		NO	POOR-MAIN TRUNK GONE
113	1333	21	CEDAR ELM	Ulmus crassifolia	NO		NO	
114	1334	24	CEDAR ELM	Ulmus crassifolia	NO		NO	
115	1335	23	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
116	1336	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
117	1337	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
118	1338	23	CEDAR ELM	Ulmus crassifolia	NO		NO	FAIR
119	1339	23	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
120	1340	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
121	1341	25	CEDAR ELM	Ulmus crassifolia	YES	25	NO	GOOD
122	1342	21	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
123	1343	19	CEDAR ELM	Ulmus crassifolia	YES	19	NO	GOOD
124	1344	21	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
125	1345	30	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
126	1346	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
127	1347	21	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
128	1348	21	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
129	1349	20	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
130	1350	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
131	1351	21	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
132	1352	24	CEDAR ELM	Ulmus crassifolia	NO		NO	FAIR
133	1353	23	CEDAR ELM	Ulmus crassifolia	YES	23	NO	GOOD
134	1355	22	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
135	1567	20	CEDAR ELM	Ulmus crassifolia	NO		YES	FAIR
						412		

MITIGATION CALCULATIONS	
Total # of specimen trees:	135
Specimen trees to be removed:	18
Specimen tree cal. Inches removed:	412
Specimen tree mitigation (2x cal. Inches removed):	824



McAdams

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DUSTIN DAVIDSON

CROSS TIMBERS

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



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REVISIONS

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PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-TS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	40 SCALE
DATE	01. 15. 2024

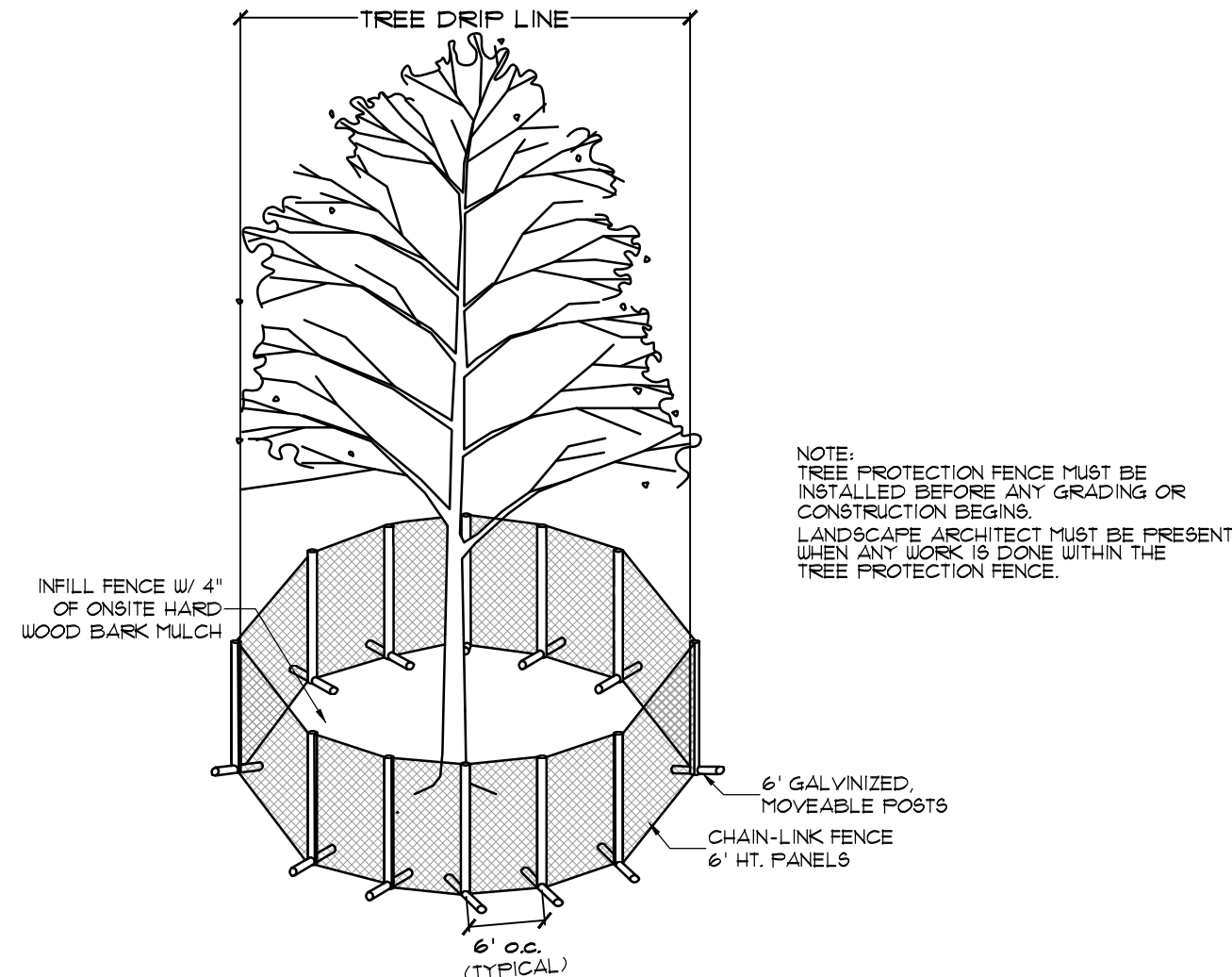
SHEET

SPECIMEN TREE CHART

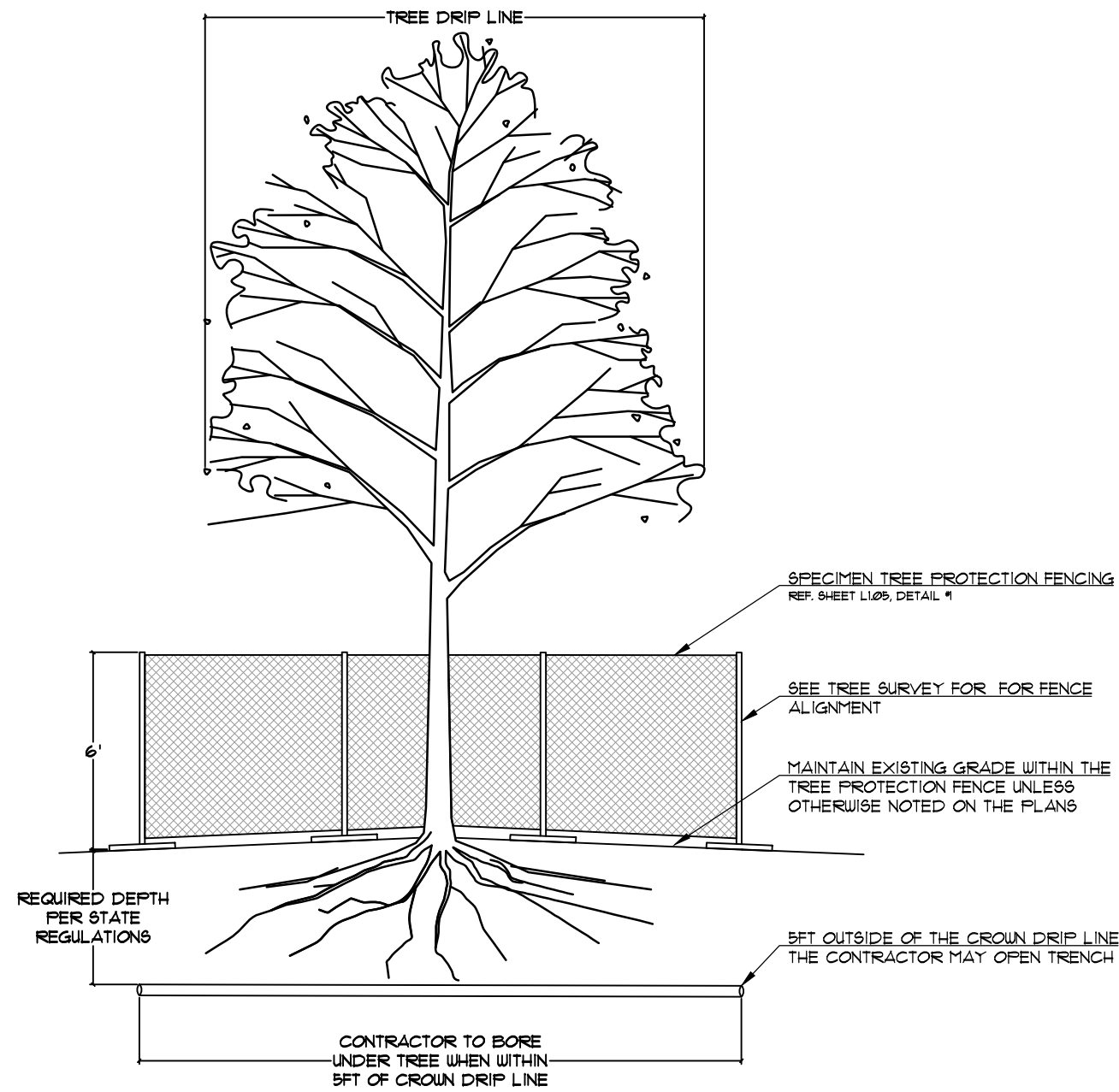
L1.04

TREE PRUNING, REMOVAL AND PROTECTION MEASURES

- A. QUALITY ASSURANCE
- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
 - 2) employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS
- 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
 - 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures
- C. PRODUCTS
- 1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris and derived from the site clearing.
- D. DEFINITIONS
- 1) CRZ: Critical Root Zone: The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the drip-line, whichever is greater.
 - 2) TPZ: Tree Protection Zone: The entire soil space located directly under the drip-line of any tree (the entire drip-line).
 - 3) CRS: Complete Root System: The soil space directly under the drip-line of any tree and an additional 7 feet beyond said drip-line.
 - 4) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.
- E. PRE-CONSTRUCTION TREE PRUNING
- 1) Personnel Qualifications: All pruning shall be performed under the supervision of an international Society of Arboriculture (ISA) Certified Arborist.
 - 2) All trees within the project area shall be pruned to:
 - (i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 ½ inches in diameter
 - (ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
 - (iii) Remove stubs, cutting outside the wound-wood tissue that has formed around the branch.
 - (iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
 - 3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI Z133.1 Safety Standards. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning
 - 4) No more than 20 percent of live foliage shall be removed from any tree.
 - 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 4 inches, leaving the trunk clear of mulch.
- F. TREE REMOVAL
- 1) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
 - 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use in the tree preservation efforts at the discretion of the Landscape Architect.
 - 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors,
 - 4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
 - 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.
- G. TREE PROTECTION
- 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner or their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
 - 2) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group trees.
 - 3) Fences are to be maintained and remain until all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written permission from the Landscape Architect. Fences may be constructed from 6 "T" stakes and orange web fence material
 - 4) All trees to be preserved shall have 4 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 4 inch depth.
 - 5) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
 - 6) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trenches "air dug" with Air Spade (registered trademark) or similar technology are the exceptions. Irrigation line may routed in any direction outside the dripline of retained trees. Irrigation lines inside the drip-line must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no greater than 7 feet from a tree trunk (irrigation lines shall not in any way bisect and therefore damage the "spoke-like" root system).
 - 7) No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone.
 - 8) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken, Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
 - 9) Any grading, construction, demolition, or other work that is expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified



1. SPECIMEN TREE PROTECTION FENCING
NTS



2. BORING UNDER EXISTING TREE
1"=5'



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SPECIMEN TREE NOTES
& DETAILS

L1.05