



Town of Highland Park, Texas
TOWN COUNCIL STUDY SESSION
A G E N D A

8:00 AM
August 22, 2017

4700 Drexel Drive
Executive Conference Room

UPCOMING AGENDA DISCUSSION

Action

- No items assigned to this category.

Consent

- Review and discuss a bid for contract labor services in the Town Services Department, Parks Division.
- Review and discuss an ordinance establishing regulations for grease and grit traps in food establishments in the Town and the hauling of liquid waste.
- Review and discuss an ordinance adopting Right-of-Way Management and Design Manual for the: (i) maintenance; (ii) siting; and (iii) criteria for the installation of wireless facilities.
- Review and discuss interlocal agreements with the City of University Park for the Drug Abuse Resistance Education and the School Resource Officer programs.
- Review and discuss awarding the Town's employee health insurance plan to Cigna and the dental insurance plan to United Health Care.

FUTURE AGENDAS DISCUSSION

- No items assigned to this category.

REPORTS

- Review and discuss a report of various police and municipal court work as part of the Town's 21st Century Policing Initiative.
- Review and discuss various options for the residential collection of household hazardous waste.
- Review and discuss the Proposed Budget and Capital Improvement Plan for Fiscal Year 2017-18.

ADJOURNMENT

SPECIAL ACCOMMODATIONS FOR TOWN COUNCIL MEETINGS

Let us know if you need special assistance of any kind.

Please contact the Town of Highland Park Administrative staff at (214) 521-4161

7:30 a.m. to 4:30 p.m., Monday through Friday.



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: August 22, 2017

Department: Town Services

Director: Ronnie Brown

TITLE

Review and discuss a bid for contract labor services in the Town Services Department, Parks Division.

BACKGROUND

This contract was first introduced as a one-year contract to examine how contract labor services would work for the department. The Fiscal Year 2017 budget included \$26,000 for landscaping and \$3,600 for irrigation contract labor. At the Town Council Study Session on November 8, 2016, staff presented an item for consideration increasing landscaping and irrigation contract labor services by \$42,000 and reducing staff by one fulltime position. The Town Council approved this item at its regular meeting on November 14, 2016. Following the success of this year's contract, staff would like to extend the contract for landscaping and irrigation.

This bid is for a three-year contract with two one-year renewal options. A request for bids was published in *The Park Cities News* on June 15, and June 22, 2017. A pre-bid meeting was scheduled on June 29, and the bids were opened on July 10, 2017.

Four bids were received. Bids are based on three workers, three times a week, eight hours a work day.

Land Care :	\$2,520
A&A Landscape:	\$1,800
Complete Landsculpture	\$2,520
Lawns of Dallas	\$2,430

The contract begins on October 1, 2017, and ends on December 31, 2020, with the Town reserving the option to renew the agreement for two one-year options.

RECOMMENDATION

Staff recommends approval of the lowest and best bid submitted by A&A Landscape.

FINANCIAL IMPACT

The FY 2018 budget includes an increase of \$77,274 for repair and maintenance services. This increase results from savings of \$49,274 from the unfilled parks position used to contract third-party landscape care, which began in mid-FY 2017, and eliminating a Parks Worker I position in FY 2017-18, using \$28,000 of the salary savings for additional contract labor in repair and maintenance.

ATTACHMENTS:

File Name

HP_bid-_contract_labor.pdf

A_A_bid_tabulation.pdf

Description

Bld Document

Bid Tabulation



GENERAL INFORMATION
TOWN OF
HIGHLAND PARK, TEXAS

BEST VALUE BID NO. 2017-01-008-43125
CONTRACT LABOR, TOWN SERVICES - PARKS

.....
**DOCUMENTS ARE DUE TO THE OFFICE OF THE PURCHASING AGENT
PRIOR TO:**

JULY 10, 2017 9:30AM CST
NO LATE BIDS WILL BE ACCEPTED

**ORIGINAL ON A FLASH DRIVE AND
ONE HARD COPY REQUIRED**
.....

**DOCUMENTS MAY BE
DELIVERED OR MAILED
TO:**

**TOWN OF HIGHLAND PARK
OFFICE OF THE
PURCHASING AGENT
4700 DREXEL DRIVE
HIGHLAND PARK, TX 75205**

**Deadline for Submittal of
Questions**

**JULY 6, 2017
9:30am CST
Send to**

kstewart@hptx.org

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

**Kathleen Stewart
Assistant Director of Town Services
ksstewart@hptx.org
214-559-9353**



TOWN OF HIGHLAND PARK

BEST VALUE BID NUMBER 2017-01-008-43125

BIDDER MUST SUBMIT ORIGINAL BID ON A FLASH DRIVE PLUS ONE HARD COPY TO FACILITATE EVALUATION. IF ONE HARD COPY IS NOT SUBMITTED WITH THE ORIGINAL BID, THE BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

THE TOWN OF HIGHLAND PARK (THE "TOWN") IS ACCEPTING BEST VALUE BIDS FOR SERVICES AND COSTS FOR LANDSCAPING AND IRRIGATION LABOR.

BIDS MUST BE RECEIVED JULY 10, 2017, ON OR BEFORE 9:30 AM CENTRAL STANDARD TIME (CST) TO THE OFFICE OF THE PURCHASING AGENT. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED NONRESPONSIVE.

THE TOWN'S SELECTION OF THE BEST VALUE BID WILL BE MADE WITHIN 14-DAYS. AN ACCEPTED/SIGNED PROPOSAL WILL BE AWARDED TO THE AWARDED VENDOR WITHIN 7 DAYS FOLLOWING THE AWARD OF BID.

Write the competitive bid number: 2017-01-008-43125, name of bid: CONTRACT LABOR, TOWN SERVICES - PARKS, and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached Town specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The Town reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the Town.

A PRE-BID CONFERENCE WILL BE HELD AT THE TOWN OF HIGHLAND PARK, 4700 DREXEL DRIVE, HIGHLAND PARK, TEXAS 75205, ON THURSDAY, JUNE 29, AT 9:30 A.M.

TOWN OF HIGHLAND PARK
BEST VALUE BID NUMBER 2017-01-008-43125

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SECTION I - GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids and become a part of the terms and conditions of any bid submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

2. FORM: Bidders must submit original on a flash drive and ONE (1) hard copy of the bid/written quote/proposal to the Office of the Purchasing Agent prior to response due date/time. Failure to submit all of the requested copies (1-digital & 1-printed) may result in the bid being declared nonresponsive to specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the Town reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the Town for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Highland Park, Texas and shall include all delivery and packaging costs. The Town assumes no liability for goods delivered (EXCEPT FOR GOODS ORDERED DIRECTLY BY THE TOWN AND SUPPLIED TO THE VENDOR) in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the Town.
7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the Town. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the Town, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Town to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.
9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn after opening time without first submitting a written reason to the Assistant Director of Town Services and obtaining the Assistant Director of Town Services approval.
10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.

11. **CORRESPONDENCE:** This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
12. **ADDENDA:** Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Town of Highland Park. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
13. **LATE BIDS:** Bids received by the Town after submission deadline shall be returned unopened and will be considered void and unacceptable. The Town is not responsible for lateness of mail, carrier, etc.
14. **BID OPENINGS:** All bids submitted will be reviewed privately by the Town Services Department.

The Town will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Town of Highland Park Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The Town will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.
15. **BID TABULATION:** Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. **BID RESULTS WILL NOT BE GIVEN BY TELEPHONE.** If you have any questions, please contact Kathleen Stewart, Assistant Director of Town Services, Town of Highland Park, 214-559-9353 or kstewart@hptx.org.
16. **PROTESTS:** All protests regarding the bid solicitation process must be submitted in writing to the Town within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the Director of Town Services within five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review.
17. **BID AWARD:** The Town reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the Town in compliance with Texas Local Government Code, Section 252.043.
18. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Town.

PERFORMANCE

19. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - A. Have adequate financial resources or the ability to obtain such resources as required;

- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance;
- D. Have a satisfactory record of integrity and ethics; and
- E. Be otherwise qualified and eligible, as determined by the Town, to receive an award.

The Town may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

- 20. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey the contract in whole or in part, without the prior written consent of the Town.
- 21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the Town desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department. Samples, if required, shall be furnished free of expense to the Town. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.
- 22. TESTING: An agent so designated, by the Town, without expense to the Town, may perform testing at the request of the Town or any participating entity.
- 23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
- 24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated Town Municipal Facility(s). The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
- 25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the Town until the Town actually receives and takes possession of the goods at the point(s) of delivery.
- 26. **PATENT RIGHTS: In consideration for the Town's receipt and processing of the bid, the Bidder agrees to indemnify and hold the Town harmless from any claim involving patent right infringement or copyrights on goods supplied.**

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the Town's CFO & Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The Town will not be held responsible for any work orders placed and/or performed, outside of this agreement, without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the Town, prior to commencement of any work pursuant to the agreement provisions.
29. FUNDING: The Town is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the Town reserves the right to terminate, without liability to the Town, any contract for which funding is not available.
30. TAXES: The Town is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the Town and furnished upon request by the Finance Department.
31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the Town in this document. Prompt payment discounts may be used by the Town in determining the lowest responsible bidder.
32. INVOICES: Invoices must be submitted by the successful bidder to: accountspayable@hptx.org.

CONTRACT

33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the Town and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
34. AUDIT: The Town reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
36. **SUCCESSFUL BIDDER SHALL: In consideration for the award of the bid, the successful bidder shall defend, indemnify and save harmless the Town and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in the contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the Town and participating entities growing out of such injury or damages.**
37. TERMINATION FOR DEFAULT: The Town reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of the contract. The Town reserves the right to terminate the contract

immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the Town to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

38. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a Town officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Assistant Director of Town Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the Assistant Director of Town Services or designated representative.
39. **REMEDIES:** The successful bidder and the Town agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
40. **VENUE:** The contract will be governed and construed according to the laws of the State of Texas. The contract is performable in Dallas County, Texas.
41. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
42. **NO PROHIBITED INTEREST:** The bidder acknowledges and represents they are aware of the laws of the State regarding conflicts of interest. No officer, whether elected or appointed, or any employee, whether full or part time, of the Town shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the Town; or have a substantial financial interest, direct or indirect in the sale to the Town of any land, materials, supplies or services."
43. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under the contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
44. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation

or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the Town of Highland Park not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

TOWN OF HIGHLAND PARK CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the Town of Highland Park shall, during the term of the contract with the Town or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the Town, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the Town for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
3. Provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
4. Endorsement applicable to each policy provided.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the Town, a certificate of insurance shall also be provided to the Town prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products

coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Statutory Workers compensation insurance as required by state law

SAMPLE ON FOLLOWING PAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/01/2013

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

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

PRODUCER ABC Insurance Brokerage 1234 Frisco Square Blvd. Frisco, Texas 75034	CONTACT NAME: John Smith PHONE (A/C No. Ex): 972-555-5555 FAX (A/C No.): 972-555-5556 E-MAIL ADDRESS: johnsmith@abcinsurance.com
INSURED Your Company Name Here Address of Insured Address of Insured	INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company Name NAIC #: 12345 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY	POLICY	POLICY	LIMITS
LTB		INSTR	INSTR	NO.	EFF	EXP	
					(MM/DD/YYYY)	(MM/DD/YYYY)	
	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
		X		987654	03/05/2013	03/05/2014	PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC						PRODUCTS - COMPOP AGG \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS			123456	03/05/2013	03/05/2014	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	X	123456	03/05/2013	03/05/2014
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 100,000

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

The City of Frisco, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers' compensation. Provide a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

CERTIFICATE HOLDER

CANCELLATION

Town of Highland Park
4700 Drexel Drive
Highland Park, TX 75205

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
SIGNATURE HERE

ACORD 25 (2010/05)

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SUPPLEMENTAL INFORMATION

☐ Check here if “N/A” not applicable.

Texas Government Code Section 2252.002 Non-resident Bidders

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

☐ Check here if “N/A” not applicable.

It is the policy of the Town of Highland Park to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

SUPPLEMENTAL INFORMATION
REQUIRED

Please provide the following information for contract development.

Is your firm?

- | | | | | |
|------------------------|--------------------------|-----|--------------------------|----|
| 1. Sole Proprietorship | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 2. Partnership | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 3. Corporation | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify (☐) MBE (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: _____

Date of certification: _____

AFFIDAVIT OF NO PROHIBITED INTEREST

(Supplemental Information)

☐ Check here if "N/A" not applicable.

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, a member of the Contractor team, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other: _____.

_____ None of the Above.

Upon filing this affidavit with the Town of Highland Park, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, 2017.

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this ____ day of _____, 2017.

Notary Public in and for the State of _____
My commission expires: _____

SECTION II – CONFLICT OF INTEREST

CIQ Form-To be completed by the Bidder and Submitted with Bid

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p><small>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</small></p> <p><small>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</small></p> <p><small>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</small></p> <p><small>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</small></p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of person who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. <small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</small> </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer with whom filer has employment or business relationship. </div> <div style="text-align: center; margin-top: 10px;"> <hr style="width: 50%; margin: 0 auto;"/> Name of Officer </div> <p style="margin-top: 10px;"><small>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</small></p> <p><small>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</small></p> <div style="display: flex; justify-content: center; gap: 20px; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p><small>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</small></p> <div style="display: flex; justify-content: center; gap: 20px; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p><small>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</small></p> <div style="display: flex; justify-content: center; gap: 20px; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p><small>D. Describe each employment or business relationship with the local government officer named in this section.</small></p>		
<div style="border: 1px solid black; padding: 2px;"> 4 </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; text-align: center;"> <hr style="width: 80%; margin: 0 auto;"/> Signature of person doing business with the governmental entity </div> <div style="width: 45%; text-align: center;"> <hr style="width: 80%; margin: 0 auto;"/> Date </div> </div>		

SECTION III – BID SPECIFICATIONS

I. INTENT

This project shall consist of contract labor at specified Town Parks/ locations commencing on October 1, 2017, and ending on September 29, 2020. With the Town reserving the option to renew this service agreement for a two (2) year option. The Parks most likely to be serviced include: Prather Park, Town Hall, Bartholow Square, Flippen Park, Centennial Garden at Lakeside Park and Connor Park.

RATES:

Respondents shall provide an hourly rate that is inclusive of labor, equipment, tools, transportation, supervision and insurance for each of the following tasks:

- a. Lump sum Weekly Rate \$_____/Twice a week with a crew of three (3) Lump Sum Weekly Rate \$_____/ Three times a week with a crew of three (3)

Respondents shall provide an hourly rate that is inclusive of labor, equipment, tools, transportation, supervision and insurance for each of the following tasks:

Alternate #1 – Daily Labor Rates

- a. Irrigation Repair \$_____/ per man hour
- b. General Landscape Maintenance \$ ____/ per man hour
- c. Tree Care Maintenance \$ ____/ per man hour

Note: all landscape materials including mulch and plant material shall be provided by the Town of Highland Park.

II. SCOPE OF WORK:

The contract will encompass all project related services, including at a minimum the following activities:

- Repair of irrigation systems in various parks and parkways throughout the Town.
- Trimming, clean-up, plant & bed care, weeding, replacement plant materials, mulching, pruning and leaf removal.
- Plant & Bed Care: landscaped beds shall be edged in spring prior to mulching. Excess soil/turf shall be removed from the property and not allowed back into the bed.
- Weeding: weeding in mulched beds shall be performed every week or as needed to maintain a neat appearance. Physical weeding shall be the preferred method of unwanted plants in mulched beds (care taken to remove the root of these plants). Weeds in seams and cracks of sidewalks and curbs shall be sprayed with a broad-spectrum herbicide, as needed.
- Placement Plant Materials: plant materials that need replacing will be on an as needed basis.
- Mulching: As often and as needed.
- Pruning: trees / shrubs / plants shall be pruned to maintain a natural appearance of the species with removal of non-variegated stems, stray shoots, suckers, and dead/damaged/diseased wood in the spring after flowering or late summer (depending on

specific species requirement).

III. CONTRACT DOCUMENTS:

The Contract Documents shall consist of the Notice to Bidders, Base Bid Proposal, Alternate Bid Proposal, Service Agreement, Certification of Insurance, General Conditions of Agreement, Special Conditions, Minimum Wage Rates, Construction Specifications, Construction Plans, Maps, Exhibits, Addenda, and all modifications thereof incorporated in any of the documents before the execution of the agreement.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order: Signed Agreement, Performance and Payment Bonds, Special Bonds (if any), Proposal, Special Conditions, Notice to Bidders, Construction Plans, Special Specifications, Standard Specifications, and General Conditions of Agreement.

IV. RIGHT-OF-WAY:

The work herein contracted to be done shall be performed only on Town owned property or in easements dedicated to the Town. The Contractor, its successors or assigns, shall be solely responsible and liable for any and all operations inside and outside of the public domain of the Town of Highland Park, Texas.

IV. BARRICADES, LIGHTS AND WATCHMEN:

The Contractor shall furnish and erect such barricades, fences, lights and danger signals; shall provide such watchmen; and shall take such precautionary measures for the protection of persons or property and of the work as are necessary. A sufficient number of barricades and lights shall be erected to keep vehicles from being driven under, or into, any work in progress. Orange traffic cones shall be placed behind work vehicles on the shoulder of the road to collect tree debris as pruned.

V. WORK ORDER:

The Town will notify the Contractor in writing that the required contract documents have been received, execution of the contract documents have been completed, and establish a date for commencing work on the project. Work may occur between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday.

VI. CLEAN-UP:

After pruning is completed, the various project sites, including stockpile sites, equipment storage sites, and other areas used by the Contractor shall be cleaned by the Contractor of all equipment and material foreign to the site. The clean-up of all sites shall be to the satisfaction of the Town.

VI. PUBLIC UTILITIES:

The maintenance of existing service through sewers, gas mains, water mains, overhead and underground power, cable and telephone lines, owned either by the Town or by public utility companies, shall be the responsibility of the Contractor and agreement on construction methods to provide for such maintenance shall be negotiated by the Contractor with the Town and/or with the various utility companies.

VII. TERM OF CONTRACT AND OPTION TO EXTEND

This contract is valid upon date of award to September 30th of 2020. The Town anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the Town. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that Town will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the Town shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the Town of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the Town in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the Town. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the Town, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the Town. The maximum increase allowed under this provision shall be three percent (3%) per year. The Town shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. Town cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation.

FIRST ADDITIONAL YEAR (FY 2020-2021) ESCALATION.....____%

SECOND ADDITIONAL YEAR (FY 2021-2022) ESCALATION.....____%

SECTION IV - REFERENCES

Vendors should submit the following information, at a minimum, in their response to this request for best value bids.

Section 1: Company Background/References

Vendors must provide, at a minimum, a list of three (3) clients in the past 3 years. Bids received without client references may be deemed non-responsive. Local Government agency references in the DFW Metroplex are preferred.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Vendors must provide a contact listing with this bid. Bids received without a Contact Worksheet may be deemed as non-responsive. The contact listing should provide information on who the Town should contact regarding this bid, as well as who the Town would contact for warranty calls. If there are different means available for scheduling warranty calls, provide that information here.

Subcontractors are not permitted to provide services unless referenced within this Section.

Section 2: Pricing

Please provide a complete “turn-key” proposal with this bid on your company proposal form.

Section 3: Sample Invoices/Sample Reports

Please provide sample invoicing that the Town should expect if partial billing is selected. Please note the Town’s invoicing requirements listed in this bid.

Questions Concerning this bid are due in writing via e-mail to kstewart@hptx.org before the deadline for submitting questions stated above.

Date: July 10, 2017

Title: CONTRACT LABOR -Town Services -Parks												
Date: July 10, 2017												
Land Care		A + H Landscape			Complete Landscape			Lawns & Valleys				
Item	Quantity	Unit	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	
				Lump sum	1,680		1,290		1,680		1,680.	
				WK-2 W/C								
				3 X W/C	2,520		1,800		2,520		2,430	
				A/H Irrig	35.00 hr		25 hr		98.00 hr		95.00 hr	
				Gr Landscape	35.00 hr		25.00 hr		35.00 hr		30.00 hr	
				Tree Care	40 hr		45.00 hr		44.00 hr		N/A	
				Escalator / Sign	3%		3%		3%		3%	
				2nd yr	3%		3%		3%		3%	
				TOTAL BID								
Guaranteed				TOTAL BID								
Tempest Bismarck												
Hector Dakota												
Kadon												



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: August 22, 2017

Department: Engineering

Director: Lori Chapin, P.E.

TITLE

Review and discuss an ordinance establishing regulations for grease and grit traps in food establishments in the Town and the hauling of liquid waste.

BACKGROUND

Restaurant grease traps, when inadequately cleaned, can result in sewer backup issues as grease enters into the Town's sanitary sewer system. The Town's Public Works staff routinely cleans all sanitary sewer mains, but in the areas that are susceptible to grease accumulation, additional cleanings are necessary to avoid sanitary sewer overflows.

To offset the expense incurred by the Town for the additional inspections of its sanitary sewer system, staff recommends the adoption of an ordinance establishing regulations for grease and grit traps in food establishments, and the associated hauling of liquid waste. The proposed ordinance provides for the assessment of an annual fee of \$150.00 for each entity that obtains an annual health permit in the Town. The proposed fee will cover a minimum of two grease trap inspections per year by Town staff. Restaurants are required to maintain a manifest to show quarterly grease trap cleanings, which is verified by the Dallas County Health Inspector. While the manifest is checked, there is no physical inspection of the grease trap.

The proposed ordinance provides a fine of up to \$2,000 per day until the entity has corrected a deficiency. Additionally, if the Town's sanitary sewer system requires repair or replacement due to grease accumulation, the Town may charge the offending entity for such repairs or replacement.

RECOMMENDATION

Staff recommends approval of the ordinance establishing regulations for grease and grit traps and the hauling of liquid waste.

FINANCIAL IMPACT

The proposed fee of \$150.00 annually per restaurant will offset the expense of the staff inspection.

ATTACHMENTS:

File Name	Description
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Regulating_Grease_Traps_in_Food_Establishments_2017.docx	Proposed Ordinance
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ORDINANCE NO.

AN ORDINANCE OF THE TOWN OF HIGHLAND PARK, TEXAS AMENDING AND **CHAPTER 13 – UTILITIES, SECTION 13.03 SEWER USE, SECTION 13.03.001 GENERAL PROVISIONS, AND SECTION 13.03.002 DISCHARGE STANDARDS; AND ARTICLE 13.05 SOLID WASTE, SECTION 13.05.018 COLLECTION, TRANSPORTATION, AND DISPOSAL OF COMMERCIAL SOLID WASTE AND RECYCLABLE MATERIALS**, OF THE CODE OF ORDINANCES OF THE TOWN OF HIGHLAND PARK BY ESTABLISHING REGULATIONS FOR GREASE AND GRIT TRAPS AND FOR THE HAULING OF LIQUID WASTE; PROVIDING A REPEALER; PROVIDING A VALIDITY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Highland Park (the “Town”) is a Home Rule municipality having full powers of self-government and may enact ordinances relative to its citizens’ health, safety, and welfare that are not inconsistent with the Constitution and laws of the State of Texas; and

WHEREAS, the Town Council determines it necessary and beneficial to establish regulations regarding the handling of liquid waste; and

WHEREAS, all constitutional, statutory, and legal prerequisites for the passage of this ordinance have been met, including but not limited to the Open Meetings Act; and

WHEREAS, the Town Council finds and determines that the adoption of this ordinance is in the best interests of and necessary to protect the health, safety, and welfare of the public;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HIGHLAND PARK, TEXAS:

SECTION 1: That, all of the findings contained hereinabove are found to be true and correct and are incorporated into this ordinance by reference as if copied herein.

SECTION 2: That, the Code of Ordinances of the Town of Highland Park, Article 13.03, Section 13.03.001(d) is hereby amended with the addition of the following defined terms:

Activated Sludge. The sludge produced in a wastewater treatment plant that is withdrawn from the treatment plant for disposal.

BOD. The value of the five-day test for biochemical oxygen demand, as described in the latest edition of “Standard Methods for the Examination of Water & Wastewater.”

Fats, Oils, and Grease (FOG). The organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical test procedures established in 40 CFR 136, as may be amended from time to time. All are sometimes referred to herein as “grease” or “greases.”

Generator. A person who causes, creates, generates, stores, or otherwise produces liquid waste, excluding a person storing liquid waste in a mobile tank or fixed storage tank for temporary storage.

Grease Trap. A receptacle, structure, or mechanical device used by a generator to intercept, collect, separate, and restrict the passage of fat, oil, grease, organic, inorganic, liquid, semi-liquid, semi-solid, or solid waste from wastewater prior to discharge to the Publicly Owned Treatment Works (“POTW”).

Grease Trap Waste. Fats, oils, grease organic, inorganic, liquid, semi-liquid, semi-solid, or solid waste collected by and removed from a grease trap.

Grit Trap. A receptacle, structure, or mechanical device used by a generator to intercept, collect, separate, and restrict the passage of petroleum-based oil and grease waste, and inorganic or other solids or semi-solids from wastewater prior to discharge to the POTW.

Grit Trap Waste. Petroleum-based oil and grease waste, and inorganic or other solids and semi-solids collected by and removed from a grit trap.

Liquid Waste. Water-borne solids, semi-solids, semi-liquids, and liquids that contain dissolved or suspended waste materials including:

- (A) septic tank waste;
- (B) activated sludge;
- (C) chemical toilet waste;
- (D) grease trap waste;
- (E) grit trap waste;
- (F) wastewater that is collected on a vehicle or transported on a vehicle; and
- (G) other liquid waste collected on a vehicle or transported on a vehicle.

Liquid Waste Hauler. A person who stores, transports, transfers, or hauls liquid waste.

Transporter. A person who is registered with and authorized by the TCEQ to transport sewage sludge, water treatment sludge, domestic septage, chemical toilet waste, grit trap waste, or grease trap waste in accordance with V.T.C.A., tit. 30 Texas Administrative Code § 312.142.

TSS. The value of the test for total suspended solids, as described in the latest edition of “Standard Methods for the Examination of Water & Wastewater.”

SECTION 3: That, the Code of Ordinances of the Town of Highland Park, Chapter 3, Article 13.03, Section 13.03.002 is hereby amended in its entirety and replaced with the following:

Sec. 13.03.002 Discharge standards

(a) Prohibited discharges.

(1) General prohibitions. No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass-through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other National, State, or local pretreatment standards or requirements.

(2) Specific prohibitions. No user shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

(A) Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, waste streams with a closed-cup flashpoint of less than 140°F (60°C) using the test methods specified in 40 CFR 261.21;

(B) Wastewater having a pH less than 5.5 or more than 10.5;

(C) Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in interference;

(D) Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;

(E) Wastewater having a temperature greater than 150°F (65°C), or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104°F (40°C);

(F) Used motor oil;

(G) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;

(H) Trucked or hauled pollutants, except at discharge points designated by the Director and/or Control Authority in accordance with Section 13.03.003(c) of this article;

(I) Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;

(J) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the applicable National Pollutant Discharge Elimination System ("NPDES") permit;

(K) Wastewater containing any radioactive wastes or isotopes in a manner that will permit a transient concentration higher than one hundred (100) microcuries per liter, except in compliance with applicable State or Federal regulations;

(L) Stormwater, surface water, groundwater, artesian well water, roof runoff, and subsurface drainage, unless specifically authorized by the Director and/or the Control Authority;

(M) Sludges, screenings, or other residues from the pretreatment of industrial wastes;

(N) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;

(O) Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW;

(P) Except where the Director and/or the Control Authority have determined that different limits under an industrial waste permit are appropriate, a person may not discharge fat, oil, grease, or similar material to the POTW in excess of one hundred (100) mg per liter. If necessary to protect the POTW or sanitary sewer, the director may issue a permit, order, or rule that assigns the limits on discharge of fat, oil, grease, or similar substance as:

- (1) Instantaneous maximum allowable limits;
- (2) Daily average limits;
- (3) Daily maximum limits;
- (4) Monthly average limits; or
- (5) Limits of other sampling duration or averaging period.

The following is a list of oils, fats, and grease types not permitted:

- (i) Floatable grease of any origin;
- (ii) Free or emulsified grease of petroleum or mineral origin, or both, including but not limited to:
 - a. Cooling or quenching oil;
 - b. Lubricating oil;

c. Non-biodegradable cutting oil; and

d. Non-saponifiable oil;

(Q) A discharge of water, normal domestic wastewater, or industrial waste that in quantity of flow exceeds, for a duration of longer than fifteen (15) minutes, more than four (4) times the average twenty-four-hour flow during normal operation;

(R) Insecticides and herbicides in concentrations that are not amenable to treatment;

(S) Polychlorinated biphenyls;

(T) Garbage that is not properly shredded to such an extent that all particles will be carried freely under the flow conditions normally prevailing in wastewater mains, with no particle having greater than a one-half-inch cross-sectional dimension;

(U) Wastewater or industrial waste generated or produced outside the Town, unless approval in writing from the Director and the Control Authority has been given to the person discharging the waste; or

(V) Without the approval of the Director and/or Control Authority, a substance or pollutant other than industrial waste, normal domestic wastewater, septic tank waste or chemical toilet waste that is of a toxic or hazardous nature, regardless of whether or not it is amenable to treatment, including but not limited to bulk or packaged chemical products.

Pollutants, substances, or wastewater prohibited by this section shall not be stored in such a manner that they could be discharged to the POTW.

(b) National categorical pretreatment standards. The categorical pretreatment standards found at 40 CFR chapter I, subchapter N, parts 405–71 are hereby incorporated.

(1) Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the Director and/or the Control Authority may impose equivalent concentration or mass limits in accordance with 40 CFR 403.6(c).

(2) When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the Director and/or the Control Authority shall impose an alternate limit using the combined waste stream formula in 40 CFR 403.6(e).

- (3) A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by the EPA when developing the categorical pretreatment standard.
- (4) A user may obtain a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15.
- (c) Local limits. The following pollutant limits are established to protect against pass-through and interference. No person shall discharge, or cause or permit to be discharged, wastewater containing in excess of the following instantaneous maximum allowable discharge limits:

- (1) Metals in the form of compounds or elements in solution or suspension in concentrations exceeding the following:

0.5 mg/l arsenic

1.0 mg/l cadmium

5.0 mg/l chromium

4.0 mg/l copper

1.6 mg/l lead

0.01 mg/l mercury

9.0 mg/l nickel

0.2 mg/l selenium

4.0 mg/l silver

5.0 mg/l zinc

- (2) Organic chemical substances in concentrations exceeding the following:

21,000.0 mg/l acetone

1.0 mg/l benzene

1.6 mg/l ethyl benzene

26,250.0 mg/l isopropyl alcohol

20,000.0 mg/l methyl alcohol

249.0 mg/l methyl ethyl ketone

21.0 mg/l methylene chloride

149.0 mg/l total phenols

3.0 mg/l toluene

2.0 mg/l xylene

- (3) 1.6 mg/l cyanide or cyanogen compounds.
- (4) 100.0 mg/l oil and grease.
- (5) 10.0 mg/l sulfides.
- (6) 10,000 mg/l BOD₅.
- (7) 10,000 mg/l total suspended solids.

The above limits apply at the point where the wastewater is discharged to the POTW. All concentrations for metallic substances are for “total” metal unless indicated otherwise.

(d) Right of revision. The Town reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the POTW.

(e) Dilution of discharge. No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation, unless expressly authorized by an applicable pretreatment standard or requirement. The Director may impose mass limitations on users who are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

(3) Restrictions on Discharge of Liquid Waste

(A) Except as otherwise provided in this article, a person shall dispose of liquid waste only by discharge or deposit at an approved receiving station.

(4) Offenses

(A) A person commits an offense under this article if the person:

- (1) discharges or disposes of liquid waste at a location other than an approved receiving station;
- (2) discharges waste from grease traps, grit traps, or hold haul tanks that has been commingled with sewage, septic tank waste, activated sludge, or chemical toilet waste to an approved receiving station;

- (3) discharges hazardous waste or liquid waste containing pollutants in violation of Federal, State, or local law;
- (4) possesses or presents a false manifest, chemical analysis, list of industrial contributors, or other document to obtain approval for discharge or disposal of liquid waste;
- (5) discharges to the POTW or sanitary sewer liquid waste not documented by a manifest as required by local and state health officials;
- (6) discharges wastes from a grit trap, grease trap, or hold haul tank to:
 - (a) the POTW;
 - (b) the Town's sanitary sewer system; or
 - (c) the POTW's wholesale wastewater customers
- (7) discharges liquid waste collected from one or more generators into a service line, cleanout, sampling port, manhole, or other device that discharges into the POTW and is owned or operated by a third party;
- (8) discharges grease trap waste, grit trap waste, or other liquid waste removed from a grease trap or grit trap into the device from which it was removed or any other device; or
- (9) discharges grease trap waste, grit trap waste, or other liquid waste that has been physically or chemically treated, separated, commingled with other liquid waste, or otherwise altered, into a grease trap, grit trap, or other device while or after the device is being serviced.

(5) Fees and Charges

- (A) A Liquid Waste Hauler seeking a permit must complete and file an application for a permit with the Director on the form provided by the Director and pay the annual application and permit fee.
- (B) A Liquid Waste Hauler shall remit to the Town an amount equal to five percent (5%) of all gross revenues from all operations of the Liquid Waste Hauler within the Town. Said amounts shall be remitted no later than the thirtieth (30th) day after such revenue is earned. The Liquid Waste Hauler shall submit a monthly report to the Town accounting for its gross revenues under the permit for any month in which revenue is earned pursuant to the permit. As applied in this section, the term gross revenue shall exclude the amount of any municipal, county, State, or Federal sales or excise tax on sales, which is both added to the selling price and paid to the taxing authority by the Liquid Waste Hauler; and the amount of any city, county, State, or Federal admission tax or use tax or similar governmental charge which is paid to the relevant taxing authority by the Liquid Waste Hauler. The Town Council reserves the right to increase the Liquid Waste Hauler fee at its sole

discretion by amending this ordinance.

(6) Record Keeping Requirements

A person discharging or proposing to discharge liquid waste shall maintain written reports, information, or other documentation showing:

- (1) The nature and concentration of pollutants in the liquid state; and
- (2) The origin of the waste including:
 - (a) The name, address, and telephone number of the generator;
 - (b) The nature of operations conducted by the generator; and
 - (c) Other information the director determines necessary to identify the liquid waste discharged and to implement the provisions of this chapter.

(7) Grease Trap Design Requirements

(A) Grease trap design is as specified in the Town's plumbing code with the approval of the Building Official.

(B) All existing facilities that are not compliant with grease trap maintenance standards will be given a compliance deadline not to exceed six (6) months from the date of notification to have approved and installed grease-handling equipment in compliance with this Policy. Failure to do so will be considered a violation of the Town's ordinance and may subject the facility to enforcement action.

(8) Requirements for Cleaning Grease Traps.

(A) A person who discharges wastewater from a grease trap to the POTW shall:

- (1) completely remove all fat, oils, or grease waste, other liquid waste, semi-solid or solid and residue from the grease trap when the grease trap is cleaned;
- (2) re-imbursement for the cost to remove all fat, oils, or grease waste from the POTW; and
- (3) receive a maximum fine per (Code of Ordinance) per day, every day, until the subject grease trap has been returned to Town Ordinance requirements and inspected by Town Staff;
- (4) clean the grease trap the earlier of:
 - (a) a minimum of every ninety (90) days, or
 - (b) when fifty (50) percent or more of the wetted height of the grease trap, as measured from the bottom of the grease trap to the invert of the outlet pipe, contains grease and solids. Failure to clean the grease trap on a timely basis will be considered a violation of the Town's ordinance and may subject the facility to enforcement action.

(B) The director may reduce the cleaning frequency requirement in writing if the director determines, based on written documentation submitted by the generator, that the reduced cleaning frequency does not contribute to or cause a violation of this chapter.

(C) A person cleaning a grease trap shall dispose of the waste removed from a grease trap in accordance with federal, state and local regulations.

(D) The director may establish other cleaning requirements for grease traps as necessary to protect the POTW or a portion of the sanitary sewer.

(9) Requirements for Cleaning Grit Traps

(A) A person who discharges wastewater from a grit trap to the POTW shall completely remove all oil and grease waste, other liquid waste, semi-solid, or solid and residue from the grit trap when the grit trap is cleaned.

(B) A person cleaning a grit trap shall dispose of the waste removed from a grit trap in accordance with federal, state, and local restrictions.

(C) The director may establish other cleaning requirements for grit traps as necessary to protect the POTW or a portion of the sanitary sewer system.

(10) Permit and Application Requirements for Grease/Grit Traps

(A) A person seeking a permit must complete and file an application for a permit with the director on the form provided by the director and pay the application and permit fees established by ordinance.

(B) An application for a permit under this chapter must include:

(1) name, title, address, and telephone number of the authorized representative for the applicant;

(2) description or address of the location;

(3) description of the activity and process conducted at the location;

(4) description of the facility at the location;

(5) nature and characteristics of the proposed discharge;

(6) a list of the raw materials and chemicals used or stored at the location that may be discharged to the POTW, intentionally or accidentally;

(7) type, amount, process, and rate of product produced;

(8) type and amount of raw materials processed, including daily average and daily maximum;

(9) a copy of the site, floor, mechanical, and plumbing plans that show sewers, floor drains, and pretreatment facilities by size, location, elevation and points of origin; and

(10) time and duration of discharge.

(C) The director may require additional application information as necessary to determine compliance by the premises and proposed discharge.

(D) An annual permit fee as established by Town Council Resolution not less than 30 days of expiration. The permit fee will cover up to three inspections of the operational grease trap by Town Staff.

E) The authorized representative of the applicant must sign the application and make the following certification: I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violation.

(11) Transfer of Existing Grease Trap Permit

(A) A person assuming ownership, occupancy, or management of a premises covered by an existing permit shall apply for a transfer of the existing permit no later than the 30th day before the proposed transfer.

(B) The director may transfer an existing permit if:

(1) the new owner, occupant, or manager:

(a) complies with the application requirements of this section; and

(b) pays the permit transfer fee; and

(2) the discharge from the permitted premises complies with the requirements of this chapter at the time of the transfer.

(C) A person assuming ownership, occupancy, or management of a currently permitted premises shall file an application for a transfer of the permit with the director on the form provided by the director and pay a permit transfer fee.

(D) An application for transfer of an existing permit must include:

(1) name, title, address, and telephone number of the authorized representative for the applicant;

- (2) description or address of the location;
- (3) description of the activity and the process conducted at the location;
- (4) description of the facility at the location;
- (5) nature and characteristics of the proposed discharge;
- (6) a list of raw materials and chemicals used or stored at the location that may be discharged to the POTW, intentionally or accidentally;
- (7) type, amount, process, and rate of product produced;
- (8) type and amount of raw materials processed, including the daily average and daily maximum;
- (9) a copy of the site, floor, mechanical, and plumbing plans that show sewers, floor drains, and pretreatment facilities by size, location, elevation, and points of origin; and
- (10) time and duration of discharge.

(E) A person assuming ownership, occupancy or management of a premises covered by an existing permit shall certify that there has been no material change in:

- (1) the equipment, facility or process used on the permitted premises; or
- (2) the character, quantity, rate of flow, or other characteristics of the discharge.

(F) The director may waive the permit application requirement for the transfer of a permit issued to a user that is not a significant industrial user.

(12) Grease Trap Permit Renewal

(A) A person holding a permit shall apply for a renewal no later than the 60th day before the expiration of an existing permit.

(B) The director may renew an existing permit if the person holding the permit complies with the application requirements of this section and timely pays the invoice for the permit renewal fee.

(C) A significant industrial user shall apply for renewal of a permit renewal by filing a complete permit application form.

(D) The director may waive the permit renewal application requirement for a user that is not a significant industrial user.

(E) The director may issue a permit renewal notice to a user that is not a significant industrial user with an attached invoice for payment of the permit renewal fee.

(13) Grease Trap Permit Renewal Fee

A person who receives a permit renewal notice shall pay the invoiced permit renewal fee on or before its due date.

(14) Grease Trap Permit for Multiple User Facility

(A) The director may issue a permit for a multiple user facility that discharges prohibited waste to the POTW.

(B) The owner, occupant, or manager of, or person who has contracted for water and wastewater service for a multiple user facility shall file an application for a permit with the director on the form provided by the director and pay a permit application fee.

SECTION 4: That, the Code of Ordinances of the Town of Highland Park, Section 13.05.018 is hereby amended in its entirety to read as follows:

Sec. 13.05.018 Collection, transportation, and disposal of commercial solid waste, recyclable materials and liquid waste

(a) Commercial solid waste. No person other than a solid waste services provider, as described in section 13.05.019(a), shall engage in the business of collecting, transporting, and disposing of solid waste materials for commercial customers located within the Town, and no person shall use the public streets, alleys, or thoroughfares within the corporate limits of the Town for the purpose of engaging in such business, other than a person who has executed said permit with the Town.

(b) Commercial recyclable materials. No person other than the owner, his authorized agent, an employee of the Sanitation Department, or a permitted recycling services provider, as described in section 13.05.019(a), may collect or transport recyclable materials from the property of a commercial customer located in the Town. Each violation of this provision shall constitute a separate and distinct offense punishable as provided in section 13.05.003 "Penalty," of this article.

(c) Liquid waste. No person other than the owner, his authorized agent, an employee of the Sanitation Department, or a permitted liquid waste hauler may collect or transport liquid waste from the property of a commercial customer located in the Town. Each violation of this provision shall constitute a separate and distinct offense punishable as provided in section 13.05.003 "Penalty," of this article.

SECTION 5. Validity. That, all ordinances of the Town of Highland Park in conflict with the provisions of this ordinance be, and the same are hereby superseded and all other provisions of the ordinances of the Town of Highland Park not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6: Severability. That, should any paragraph, sentence, clause, phrase, or word of this ordinance be declared unconstitutional or invalid for any reason, the remainder of this ordinance shall not be affected.

SECTION 7: Penalty. That, any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the penalty provision of Section 1.01.009 of the Code of Ordinances of the Town of Highland Park, as amended. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 8: Effective Date. That, this ordinance shall take effect immediately following its passage, approval, and publication as provided by law, and it is accordingly so ordained.

PASSED AND APPROVED on this 10th day of July, 2017.

APPROVED AS TO FORM:

APPROVED:

Matthew C. G. Boyle
Town Attorney

Joel T. Williams, III
Mayor

ATTEST:

Gayle Kirby
Town Secretary



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: August 22, 2017

Department: Engineering

Director: Lori Chapin, P.E.

TITLE

Review and discuss an ordinance adopting Right-of-Way Management and Design Manual for the: (i) maintenance; (ii) siting; and (iii) criteria for the installation of wireless facilities.

BACKGROUND

Senate Bill 1004, passed in the 85th Regular Session of the Texas Legislature, pre-empts municipal authority over the right-of-way in regard to network nodes (which have also been referred to as "small cell," "distributed antenna systems," or "DAS"). The new legislation, which takes effect September 1, 2017, requires that municipal authorities allow network nodes to locate within the right-of-way. In addition, and for the first time, the legislation requires that municipal authorities allow location on city facilities, such as poles, street lights, traffic signals and other vertical facilities. The legislation does not extend beyond location in the right-of-way.

The legislation still allows the Town to retain right-of-way management authority. If the Town wants to exercise that authority, the ordinance must be in place on or before the effective date of the legislation. The legislation expressly forbids a moratorium.

RECOMMENDATION

Staff recommends approval of the ordinance.

FINANCIAL IMPACT

The ordinance provides for an option to charge a permit fee. Additional staff time will be needed for the review and issuance of these permits.

ATTACHMENTS:

File Name	Description
Adopting_Right-of-Way_Management_and_Design_Manual.docx	Proposed Ordinance

ORDINANCE NO.

AN ORDINANCE ADOPTING CHAPTER 12A "RIGHT-OF-WAY MANAGEMENT" TO THE CODE OF ORDINANCES OF THE TOWN OF HIGHLAND PARK AND AMENDING CHAPTER 3 ENTITLED "BUIDLING REGULATIONS" OF THE CODE OF ORDINANCES OF THE TOWN OF HIGHLAND PARK, TEXAS REPEALING SECTIONS 3.13.081 THROUGH 3.13.127 AND ADDING CHAPTER 12A "RIGHT-OF-WAY MANAGEMENT" TO THE CODE OF ORDINANCES OF THE TOWN OF HIGHLAND PARK, TEXAS PROVIDING DEFINITIONS, PROVIDING FOR UNAUTHORIZED USE OF THE RIGHT-OF-WAY, PROVIDING FOR AUTHORIZATION, REGISTRATION, COMPENSATION AND FEES; CONSTRUCTION PERMITS; PROVIDING FOR CONSTRUCTION AND MAINTENANCE STANDARDS; PROVIDING FOR PLANS OF RECORD; PROVIDING FOR CONFORMANCE WITH PUBLIC IMPROVEMENTS; PROVIDING FOR IMPROPERLY INSTALLED FACILITIES; PROVIDING FOR RESTORATION OF PROPERTY; PROVIDING FOR REVOCATION OR DENIAL OF PERMIT; PROVIDING FOR APPEAL FROM RESPORATION OR DENIAL OF PERMIT; PROVIDING FOR INSPECTIONS; PROVIDING FOR ABANDONED FACILITIES; PROVIDING THAT UNDERGROUND INSTALLATION PREFERRED; PROVIDING FOR AS BUILT MAPS AND RECORDS; PROVIDING FOR COURTESY AND PROPER PERFORMANCE; PROVIDING FOR DRUG POLICY; PROVIDING FOR TREE MAINTENANCE; PROVIDING FOR SIGNAGE; PROVIDING FOR GRAFFITI ABATEMENT; PROVIDING FOR ALTERNATE MEANS OR METHOD; WAIVER; PROVIDING FOR ORDERLY USE OF THE RIGHT-OF-WAY BY MULTIPLE USERS; PROVIDING FOR A DESIGN MANUAL; PROVIDING FOR PROHIBITED OR RESTRICTED AREAS FOR WIRELESS FACILITIES IN THE RIGHT-OF-WAY; PROVIDING FOR PREFERRED LOCATIONS; PROVIDING FOR ORDER OF PREFERENCE REGARDING ATTACHMENT TO EXISTING FACILITIES; PROVIDING FOR PLACEMENT REQUIREMENTS; PROVIDING FOR CAMOUFLAGUE REQUIRED WHEN POSSIBLE; PROVIDING GENERAL REQUIREMENTS; PROVIDING FOR ELECTRICAL SUPPLY; PROVIDING FOR INSTALLATION AND INSPECTIONS; PROVIDING REQUIREMENTS IN REGARD TO REMOVAL, REPLACEMENT, MAINTENANCE AND REPAIR; PROVIDING FOR REQUIREMENTS UPON ABANDONMENT; PROVIDING GENERAL PROVISIONS; PROVIDING FOR INSURANCE, INDEMNITY, BONDING AND SECURITY DEPOSITS; PROVIDING FOR DESIGN MANUAL UPDATES; PROVIDING FOR RIGHT OF WAY CONSTRUCTION FOR UTILITY CONNECTIONS INCLUDING PURPOSE; PERMIT REQUIRED; TRAFFIC CONTROL PLAN; EXCAVATIONS; RESTORATION OF PROPERTY; PROTECTION OF ADJOINING PROPERTY; CONSTRUCTION REQUIREMETNS; FINAL CLEANUP; TOWN'S RIGHT TO RESTORE SURFACE; APPLICABILITY TO WORK BY TOWN OR TOWN AGENTS; UNLAWFULLY DAMAGING UTILITY LINES; EMERGENCY WORK; PROVIDING FOR ADMINISTRATIVE HEARING – REQUEST FOR EXEMPTION; PROVIDING A SAVINGS CLAUSE, PENALTY AND AN EFFECTIVE DATE.

WHEREAS, the Town of Highland Park finds that the right-of-way, including but not limited to the streets, sidewalks, and utilities located therein are vital to the everyday life of its citizens, visitors and businesses; and

WHEREAS, the Town of Highland Park finds that there is limited available space in the right-of-way for the many competing uses of said space; and

WHEREAS, the Town is charged with conserving the limited physical capacity of the public rights-of-way which are held in public trust by the Town for the benefit of its citizens, visitors, and businesses; and

WHEREAS, the following regulations are necessary to assist in the management of facilities placed in, or over the public rights-of-way and in order to minimize the congestion, inconvenience, visual impact and other adverse effects that can occur during construction in the rights-of-way, and the manage costs to the citizens resulting from the placement of facilities within the public rights-of-way; and to govern the use and occupancy of the public rights-of-way; and

WHEREAS, the following regulations are necessary to preserve the physical integrity of the streets and highways; and to control the orderly flow of vehicles and pedestrians; and to keep track of the different entities using the rights-of-way to prevent interference between them; and to assist on scheduling common trenching and street cuts; and to protect the safety, security, appearance, and condition of the public rights-of-way; and

WHEREAS, orderly use and management of the rights-of-way is required for economic development; and

WHEREAS, the following regulations and necessary to preserve and protect the health, safety and welfare of the Town of Highland Park, Texas and its citizens, visitors, travelers, and businesses.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HIGHLAND PARK, TEXAS:

SECTION 1. That all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2. That sections 3.13.081 through 3.13.127 are hereby deleted from Chapter 3 of the Code of Ordinances of the Town of Highland Park, Texas

SECTION 3. That a new Chapter 12A “Right-of-Way Management” is hereby adopted to read as follows:

Chapter 12A - RIGHT-OF-WAY MANAGEMENT

ARTICLE I. - GENERAL PROVISIONS

Sec. 12A.1.1. – Title; policy and purpose.

This chapter may be known and cited as the Right-of-Way Management Ordinance for the Town of Highland Park, Texas.

The Town of Highland Park enacts these regulations to manage the public right-of-way, to ensure public health, safety and welfare and to promote the most efficient use of the right of way first and foremost for the traveling public, and also for water and sewer uses and for utility uses designed to benefit the citizens of the Town of Highland Park, including such uses as have been recognized in statutory and common law in the State of Texas.

Sec. 12A.1.2. - Construction; governing law; venue.

This chapter shall be construed under and in accordance with the laws of the State of Texas and the Town Charter and Town Code to the extent that such Charter and Codes are not in conflict with or in violation of the Constitution and laws of the United States or the State of Texas. All obligations of the parties hereunder are performable in Dallas County, Texas.

All provisions of this Chapter shall apply to all persons involved with the Right-of-Way, all work performed therein, any facilities maintained therein or any other matter as applicable.

Sec. 12A.1.3. - Scope.

This chapter shall be effective within the geographical limits of the Town, including any areas subsequently annexed by the Town.

Sec. 12A.1.4. - Definitions.

The definitions in this section apply to all of Chapter 12A.

Abandon and its derivatives means the facilities installed in the right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof) that have been left by Provider in an unused or non-functioning condition for more than 120 consecutive calendar days unless, after notice to Provider, Provider has established to the reasonable satisfaction of the Town that the applicable facilities, or portion thereof, is still in active use.

Access line means(A) means, unless the commission adopts a different definition under Section 283.003, a unit of measurement representing: (i) each switched transmission path of the transmission media that is physically within a public right-of-way extended to the end-use

customer's premises within the municipality, that allows the delivery of local exchange telephone services within a municipality, and that is provided by means of owned facilities, unbundled network elements or leased facilities, or resale; (ii) each termination point or points of a nonswitched telephone or other circuit consisting of transmission media located within a public right-of-way connecting specific locations identified by, and provided to, the end-use customer for delivery of nonswitched telecommunications services within the municipality; or (iii) each switched transmission path within a public right-of-way used to provide central office-based PBX-type services for systems of any number of stations within the municipality, and in that instance, one path shall be counted for every 10 stations served; and (B) may not be construed to include interoffice transport or other transmission media that do not terminate at an end-use customer's premises or to permit duplicate or multiple assessment of access line rates on the provision of a single service.

Ancillary means secondary, supporting, or subordinate.

Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes means: (A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and (B) local amendments to those codes to the extent not inconsistent with this chapter

Applicant means a person submitting an application or proposal to the Town for a license, franchise, permit or notice to install facilities or equipment or work in the Right-of-Way.

Application or *proposal* are synonymous for the purposes of this chapter. An "application" or "proposal" means the process by which the applicant submits a request and indicates a desire to be granted a license, permit or franchise for all, or a part, of the Town. An "application" or "proposal" includes all written documentation, and official statements and representations, in whatever form, made by an applicant to the Town.

Assignment of an authorization or *transfer of an authorization* means any transaction or action which effectively or actually transfers the authorization or franchise or changes operational or managerial control from one (1) person or entity to another.

Authorization or *Agreement to use the Right-of-Way* means a negotiated privilege pursuant to an agreement between the Town in its discretion and a person, allowing a person to occupy any portion of a street, right-of-way, or easement owned or controlled by the Town, and may be for a limited period of time or for a specific purpose.

Certificated telecommunications provider means a person who has been issued a certificate of convenience and necessity, certificate of operating authority, or service provider certificate of operating authority by the commission to offer local exchange telephone service or a person who provides voice service.

Collocate and *collocation* mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

Commission means the Public Utility Commission of Texas.

Communications network means a component or facility that is, wholly or partly, physically located within a public right-of-way and that is used to provide video programming, cable, voice, or data services.

Consumer price index means the annual revised consumer price index for all urban consumers for Texas, as published by the Federal Bureau of Labor Statistics.

Concealment or *Camouflaged* means any Wireless Facility or Pole that is covered, painted, disguised, or blended in to its environment or otherwise hidden or kept from sight such that the Wireless Facility blends into the surrounding environment and is visually unobtrusive. A Concealed or Camouflaged Wireless Facility or Pole also includes any Wireless Facility or Pole conforming to the surrounding area in which the Wireless Facility or Pole is located and may include, but is not limited to hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

DAS or Distributed Antenna System shall be included as a type of Network Node and have the same meaning as "Network Node."

Decorative Pole or *Decorative Streetlight* means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

Design District means an area that is zoned, or otherwise designated by municipal code, and for which the Town maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

Disaster emergency or *disaster* or *emergency* means an imminent, impending, or actual natural or humanly induced situation wherein the health, safety, or welfare of the residents of the Town is threatened, and includes, but is not limited to any declaration of emergency by Town, state or federal governmental authorities.

Easement means, refers to or shall include any public easement or other compatible use, whether created by dedication or by the other means, for uses which include public utility purposes or any other purpose whatsoever. "Easement" may include a private easement used for the provision of utilities, depending upon usage.

FCC or Federal Communications Commission means the Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

Fiber able or Fiber Optic Cable means a form of communication transmission that uses light to send data, high quality video and sound.

Franchise or Franchise Agreement means the initial authorization, or subsequent renewal granted by the Town in order for a person to construct, operate, and maintain a system in all, or part, of the Town right-of-way.

Franchise expiration means the date of expiration, or the end of the term of a franchise.

Franchise fee means the user fee or charge that the Town requires as payment for using the streets, rights-of-way, public ways, and easements of the Town.

Gross receipts means any and all compensation which is derived from the operation of the system, and which is attributable to the systems operations within the Town as allowed by law.

Highway right-of-way means right-of-way adjacent to a state or federal highway.

Historic district means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

Law means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance

Local means within the geographical boundaries of the Town of Highland Park, Texas.

Local exchange telephone service has the meaning assigned by Section 51.002, Utilities Code.

Mayor means the Mayor for the Town of Highland Park, Texas.

Macro Tower means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Section 284.103 and that supports or is capable of supporting antennas.

Micro Network Node means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Municipally Owned Utility Pole means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

Municipal Park means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity, and includes means the various properties used for such purpose under the direction, control and supervision of the Town.

MUTCD means Manual of Uniform Traffic Control Devices

Network Node means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term: (A) includes: (i) equipment associated with wireless communications; (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and (B) does not include: (i) an electric generator; (ii) a pole; or (iii) a macro tower.

Network Provider means: (A) a wireless service provider; or (B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider: (i) network nodes; or (ii) node support poles or any other structure that supports or is capable of supporting a network node.

Node Support Pole means a pole as defined by Chapter 284 of the Texas Local Government Code.

Park has the same meaning as “Municipal Park.”

Permit means a document issued by the Town authorizing installation, removal, modification and other work for equipment or facilities in accordance with the approved plans and specifications.

Pole means a service pole, municipally owned pole, node support pole, or other utility pole, and shall include network node support pole.

Person means any individual, corporation, business, trust, estate, trust, partnership, association of two (2) or more persons having a joint common interest, governmental agency, or other legal entity. From context within sections of this Chapter, it refers to persons using, applying or seeking to use the right-of-way

Provider has the same meaning as “Network Provider.”

Public Right-of-Way Management Ordinance means this chapter 12A of the Town of Highland Park Ordinances and includes all other Highland Park ordinances that comply with Chapter 284 of the Local Government Code.

Right-of-Way, Public Way or Public Right-of-Way or Public Rights-of-Way or Rights-of-Way or Right-of-Way means the surface of, and the space above and below a public street, road, highway, freeway, land, path, public way or place, alley, court, boulevard, parkway, drive, or other easement now or hereafter held by the Town (including any street, as defined, which is acquired by eminent domain) for the purpose of public travel and shall include other easements or rights-of-way now or hereafter held by the Town (including any easements or rights-of-way acquired by eminent domain) which shall, with their proper use and meaning, entitle the Town or utility provider, with proper authorization, to use thereof for the purpose of installing or transmitting utilities over poles, wires, cable, conductors, ducts, conduits,

viaducts, manholes, amplifiers, appliances, attachments, and other property as may ordinarily be necessary.

The term does not include a private easement or the airwaves above a public right-of-way with regard to wireless telecommunications.

Service Pole means a pole, other than a Municipally Owned Utility Pole, owned or operated by a municipality and located in a Public Right-of-Way, including: (A) a pole that supports traffic control functions; (B) a structure for signage; (C) a pole that supports lighting, other than a Decorative Pole; and (D) a pole or similar structure owned or operated by a municipality and supporting only Network Nodes.

Small Cell shall be included as a type of Network Node and have the same meaning as “Network Node.”

State means the State of Texas.

Street means only the portion of the right-of-way with a specially prepared surface used for vehicular travel, which surface may be concrete, asphalt, or other material commonly used to prepare a surface for vehicular travel, and is limited to the area between the inside of the curb (when there is a curb) to the inside of the opposite curb, and does not include the curb area or the area between the two parallel edges of the surface used for vehicular travel where there is no curb. A Street is generally part of, but less than, or smaller in width than, the size or width of the right-of-way. Right-of-Way includes the sidewalks and utility easements and Street does not include a sidewalk or utility easement. A Street does not include the curb, sidewalk, ditch, if any or present either at time of permitting or if added later.

SWPPP shall mean Storm Water Pollution Prevention Plan.

TAS means Texas Accessibility Standards.

Thoroughfare shall have the same meaning as “Street.”

Town means the Town of Highland Park, Texas or its lawful successor, and includes the Highland Park Town Council.

Town Council or *Council/Franchising Authority* means the Town council for the Town of Highland Park, Texas or its lawful successor, which is the governing body for the Town.

Town Administrator shall mean the Highland Park Town Administrator or designee.

Traffic Signal means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

Transport Facility means each transmission path physically within Right-of-Way, extending with a physical line from a Network Node directly to the network, for the purpose of providing backhaul for Network Nodes.

U.S.C. means United States Code.

Underground District or *Underground Requirement Area* or *Underground Area* means an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, private deed restrictions, or other public or private restrictions, that prohibit installing aboveground structures in a Public Right-of-Way.

User means a person or organization that owns, places or uses facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

Utility Pole means a pole that provides: (A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or (B) services of a telecommunications provider, as defined by section 51.002 of the Utilities Code.

Voice service means voice communications services provided through wireline facilities located at least in part in the public right-of-way, without regard to the delivery technology, including Internet protocol technology. The term does not include voice service provided by a commercial mobile service provider as defined by 47 U.S.C. Section 332(d).

Wireless Service means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a Network Node.

Wireless Service Provider means a person that provides Wireless Service to the public.

Wireless facilities means “Micro Network Nodes,” “Network Nodes,” and “Node Support Poles” as defined in Texas Local Government Code chapter 284.

Sec. 12A.1.5. Unauthorized use of public rights-of-way.

The Town may institute all appropriate legal action to prohibit any person from knowingly using the public rights-of-way unless the person has complied with the terms of this article.

This chapter shall not be construed as imposing upon the Town or any official or employee any liability or responsibility for damages to any person injured by the performance of any work for which a permit is issued hereunder, nor shall the Town or any official or employee thereof be deemed to have assumed any such liability or responsibility by reason of inspections authorized hereunder, the issuance of any permit or the approval of any work.

ARTICLE II RIGHT-OF-WAY MANAGEMENT

Sec. 12A.2.1. - Right-of-way construction.

No person shall commence or continue with the construction, installation or operation of facilities within the right-of-way in the Town except as provided by the ordinances of the Town and the directives of the Town Administrator. All construction activity in Town right-of-way will be in accordance with this chapter.

Sec. 12A.2.2. – Authorization; Registration; Compensation and Fees.

A. Registration

(1) In order to protect the public health, safety and welfare, all users of the right-of-way will register with the Town of Highland Park.

(2) Registration and permits will be issued in the name of the person who will own the facilities.

(3) Registration and permits are not authorizations to install facilities in the rights-of-way, such authorization must be through municipal franchise or license or municipal agreement, except when otherwise required by state law.

(4) Registration must be renewed every five (5) years. For utilities with a current franchise or license, the franchise or license will be evidence of renewal. If a registration is not renewed and subject to sixty-day notification to the owner, the facilities of the user will be deemed to have been abandoned.

(5) When any information provided for the registration changes, the user will inform the Town of Highland Park of the change no more than thirty (30) days after the date the change is made.

(6) Registration shall include:

(a) The name of the user of the right-of-way;

(b) The name, address and telephone number of people who will be contact person(s) for the user;

(c) The name, address and telephone number of any contractor or subcontractor, if known, who will be working in the right-of-way on behalf of the user;

(d) The name(s) and telephone number of an emergency contact who shall be available twenty-four (24) hours a day and said emergency contact shall be employed by and have binding and decision-making authority for the owner of the facilities;;

(e) Insurance

(1) Prior to construction in the right-of-way, an applicant must provide, and users must maintain, acceptable proof of liability insurance in the total amount of six million dollars (\$6,000,000); one million dollars (\$1,000,000.00) primary plus five million dollars (\$5,000,000.00) umbrella if requested by the owner of the facilities, or other provisions as acceptable to the Town Administrator. The Town reserves the right to review the insurance requirements and to reasonably adjust insurance coverage and limits when the

Town Administrator determines that changes in statutory law, court decisions, or the claims history of the industry or the applicant or user require adjustment of the coverage.

(2) The coverage must be on an "occurrence" basis and must include coverage for personal injury, contractual liability, premises liability, medical damages, underground, explosion and collapse hazards.

(3) Each policy must include a cancellation provision in which the insurance company is required to notify the Town in writing not fewer than thirty (30) days before canceling, failing to renew, or reducing policy limits.

(4) The applicant shall file the required original certificate of insurance prior to any commencement of work. The certificate shall state the policy number; name of the insurance company; name and address of the agent or authorized representative of the insurance company; name, address and telephone number of insured; policy expiration date; and specific coverage amounts. The Town may accept a certificate of insurance or the Town may require another form of legally binding proof of insurance.

(5) An insurer has no right of recovery against the Town. The required insurance policies shall protect the person and the Town. The insurance shall be primary coverage for losses covered by the policies.

(6) The policy clause "other insurance" shall not apply to the Town if the Town is an insured under the policy.

(f) Bonds

(i) Applicant or Applicant's contractor, at Town's option, shall file an annual surety bond which will be valid each year construction will occur through one (1) full year after the completion of the construction from a surety company authorized to do business in the State of Texas in the amount of the estimated amount of the cost to restore the right-of-way for the work anticipated to be done in that year, in the event the applicant leaves a job site in the right-of-way unfinished, incomplete or unsafe or other provisions as acceptable to the Town Administrator.

(ii) The above requirements may be met by utilities with a current franchise or license if their current franchise or license adequately provides for insurance or bonds or provides an indemnity in favor of the Town.

(g) Indemnity

(i) to the extent allowed by state law, each person placing facilities in the public rights-of-way shall agree to promptly defend, indemnify and hold the Town harmless from and against all damages, costs, losses or expenses (i) for the repair, replacement, or restoration of Town's property, equipment, materials, structures and facilities which are damaged, destroyed or found to be defective as a result of the person's acts or omissions, (ii) from and against any and all claims, demands, suits, causes of action, and judgments for (a) damage to or loss of the property of any person (including, but not limited to the person, its agents, officers, employees and subcontractors, Town's agents, officers and employees, and third parties); and/or (b) death, bodily injury, illness, disease,

loss of services, or loss of income or wages to any person (including, but not limited to the agents, officers and employees of the person, person's subcontractors and Town, and third parties), arising out of, incident to, concerning or resulting from the negligent or willful act or omissions of the person, its agents, employees, and/or subcontractors, in the performance of activities pursuant to this article.

(ii) This indemnity provision shall not apply to any liability resulting from the negligence of the Town, its officers, employees, agents, contractors, or subcontractors.

(iii) The provisions of this indemnity are solely for the benefit of the Town and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

- (7) The above requirements may be met by utilities with a current franchise or license if their current franchise or license adequately provides for insurance or bonds or provides an indemnity in favor of the Town.
- (8) Failure to maintain registration requirements. In addition to all other legal penalties, including criminal penalties; failure to register or to maintain and update registration information may result in denial of a permit application or removal of facilities.

B. Authorization

(1) Municipal Authorization or Agreement shall be required, except when clearly preempted by state law. Nothing in this ordinance shall be considered to grant authorization to any user. When any state law authorizing right-of-way use is struck down, pre-empted, declared to be invalid or void, in whole or in part, the user relying upon said law for authorization shall seek separate authorization or shall cease using the right-of-way.

(2) When Municipal Authorization or Agreement is required, permit for construction work may not be submitted until said Authorization or Agreement is obtained.

(3) Municipal authorization does not extend to the use of any property or facilities other than the right-of-way.

(4) Municipal authorization does not address or allow the use of third party facilities in the right-of-way and is limited as described in the Authorization.

(5) This Chapter does not constitute or create authority to place, reconstruct, or alter facilities in, on, or over the public rights-of-way, and said authority must be obtained by separate instrument in accordance with this section or by operation of other laws.

C. Compensation and fees

(1) Municipal right-of-way use shall be compensated as required by the state constitution, state law, franchise, license or other agreement.

(2) The Town may structure due dates on payments in such a manner so as to be administratively efficient.

(3) Application fees, as allowed by state law, for work or installations in the right-of-way shall be the fees set by the Town Council. Such fees may be set by ordinance, resolution, in the budget or by any other lawful means.

Failure to pay application fees, or failure of any payment to properly process shall result in the denial or withdraw of a permit.

Sec. 12A.2.3 Construction in the right-of-way.

A. No person shall perform any construction or installation of facilities in the right-of-way without first obtaining a construction permit, except as provided herein. The permit will be in the name of the person who will own the facilities to be constructed. The permit must be completed and signed by a representative of the owner of the facilities to be constructed.

(1) Emergency responses related to existing facilities may be undertaken without first obtaining a permit; however the Town should be notified in writing within two (2) business days of any construction related to an emergency response; including a reasonably detailed description of the work performed in the right-of-way and an updated map of any facilities that were relocated, if applicable.

(2) The phrase "construction or installation of facilities" does not include the installation of facilities necessary to initiate service to a customer's property, or repair or maintenance of existing facilities unless such repair or maintenance requires the breaking of pavement; the closure of a nonresidential traffic lane; excavation or boring.

B The permit shall state to whom it is issued, location of work, location of facilities, dates and times work is to take place and any other conditions set out by the Town Administrator or designee.

C The person requesting a permit will provide the Town Administrator or designee with documentation in the format specified by the Town Administrator describing:

(1) The proposed, approximate location and route of all facilities to be constructed or installed and the applicant's plan for right-of-way construction should be shown on a set of scaled dimensioned construction plans, plan/profile sheet, a street view and an aerial map. Said plans should indicate the current right-of-way lines and any existing Town facilities. Said plans shall show any proposed underground conduit, type of casing pipe required, if applicable, overhead lines, network nodes, ancillary equipment, or any other facilities to be installed. The drawings shall show a cross sectional profile, identify all existing utilities and any existing or potential utility conflicts.

(2) For installation of any proposed pole applicant shall provide sectional detail showing depth of anchor, scaled dimensional drawings of the proposed pole, as well as any other proposed equipment associated with the proposed installation, and shall indicate spacing from existing curb, driveways, sidewalk, light poles, and any other poles or appurtenances.

(3) All applications shall include a before and after street view image. The after-image needs to include any proposed poles and all proposed attachments, and any associated or ancillary equipment, whether attached or standalone.

- (4) If the project is within the State right-of-way, the applicant must provide evidence of a permit or permission from the State.
- (5) If a Town pole or poles or light structure or structures will be used or will be in the area of the proposed construction, the pole or poles or light structure or structures will be identified. No electric meter shall be mounted on a Town pole or light structure.
- (6) Provider / Applicant shall use 240 voltage when connecting to any Town infrastructure and provide key to meter upon installation.
- (7) All plans shall reflect that no facilities to be installed will obstruct an existing or planned sidewalk, walkway, bicycle lane or lane of vehicular traffic.
- (8) Engineering plans which will be on a scale of one (1) inch equals fifty (50) feet unless otherwise approved by Town Administrator.
- (9) Detail of the location of all right-of-way and utility easements which applicant plans to use.
- (10) Detail of all existing Town utilities in relationship to applicant's proposed route.
- (11) Detail of what applicant proposes to install, such as network nodes, poles, pipes, size, number of innerducts, valves, or other facilities.
- (12) Detail of plans to remove and replace asphalt or concrete in streets (include Town of Highland Park standard construction details).
- (13) Drawings of any bores, trenches, handholes, manholes, switch gear, transformers, pedestals, network nodes, micro-network nodes, or other facilities, including depth located in public right-of-way.
- (14) Handhole and/or manhole typicals of type of manholes and/or handholes applicant plans to use or access.
- (15) Complete legend of drawings submitted by applicant.
- (16) If paper copies are required, five (5) sets of engineering plans must be submitted with permit application.
- (17) The name, address and phone numbers of the contractor or subcontractor who will perform the actual construction, including the name and telephone number of an individual with the contractor who will be available at all times during construction. Such information shall be required prior to the commencement of any work.
- (18) The construction and installation methods to be employed for the protection of existing structures, fixtures, and facilities within or adjacent to the right-of-way, and the dates and times work will occur, all of which (methods, dates, times, and other applicable information) are subject to approval of the Town Administrator or designee.
- (19) A statement that the requirements of subsection 12A.2.2- "Authorization; Registration; Compensation and Fees" are met.
- (20) A traffic control plan approved by the Town Administrator, which shall specify the traffic control measures to be provided, SWPPP, and trench safety plan may also be required based on the proposed scope of work. An approved traffic control plan shall be required any time work will require traffic lane closures or sidewalk closures, regardless of whether a permit is required.

(21) No projecting attachments shall be less than eight (8) feet above the ground, if not projecting toward the street. If an attachment is projecting toward the street, the attachment shall be installed no less than sixteen (16) feet above the ground.

(22) Any proposed work that involves the installation of facilities that will utilize radio frequencies shall not cause any interference with Town public safety radio system, traffic signal light system or other Town communications systems or components, regardless of whether or not a permit is required. The right-of-way user shall provide evidence in a form acceptable to the Town that the proposed installation will be compatible with said Town systems and will not cause any interference with the Town public safety radio system, traffic signal light system or other Town communications systems or components. No installation shall be allowed to be installed or to remain in the right-of-way that causes any such interference.

(23) The plans shall demonstrate that all federal and state laws and Town ordinances will be obeyed, and that all sections of this Chapter, including Article II "Design Manual" will be complied with as applicable. Construction in right-of-way adjacent to a school shall be required to follow all state law requirements, including the requirements in the Educational Code regarding work on school grounds, including but not limited to chapters 21 and 22, as applicable.

D. All construction and installation in the right-of-way shall be in accordance with the permit for the facilities. The Town Administrator or designee shall be provided access to the work and to such further information as he or she may reasonable require to ensure compliance with the permit.

E. A copy of the construction permit and approved engineering plans shall be maintained at the construction site and made available for inspection by the Town Administrator or designee at all times when construction or installation work is occurring.

F. All construction or installation work authorized by permit must be completed in the time specified in the construction permit. If the work cannot be completed in the specified time periods, the permittee may request an extension from the Town Administrator or designee. The Town Administrator or designee will use best efforts to approve or disapprove a request for permit as soon as possible.

G. A copy of any permit or approval issued by federal or state authorities for work in federal or state right-of-way located in the Town of Highland Park, if requested by the Town Administrator and a copy of written permission for work in railroad right-of-way from the applicable railroad if requested by the Town Administrator;

H. A request for a permit must be submitted at least ten (10) working days before the proposed commencement of work in the request, unless waived by the Town Administrator or designee.

I. Requests for permits will be approved or disapproved by the Town Administrator or designee within a reasonable time or receiving all the necessary information. The Town Administrator or designee will use best efforts to approve or disapprove a request for permit as soon as possible.

J. The Town Administrator or the applicant can request a pre-construction meeting with the permittee and their construction contractor.

K. Permit applications are required for construction on new, replacement or upgrading of the company's facilities in the right-of-way either aerial or underground.

L. The failure of a person to request and obtain a permit from the Town prior to performing any of the above listed activities in, or over any right-of-way, except in an emergency, will subject the person to a stop-work order from the Town and enforcement action pursuant to the Town's Code of Ordinances.

M. If the person receiving the permit fails to act upon the permit within one hundred eighty (180) calendar days of issuance, the permit shall become invalid, and the person will be required to obtain another permit.

N. If State or Federal law provides that a permit is not required for certain work to be done, then a person proposing to do such work shall be required to provide notice two (2) working days prior to performing such work. The following requirements must be met, even if no permit is required pursuant to State or Federal law:

O. Certification of a State registered professional engineer that the drawings, plans and specifications submitted with the application comply with applicable technical codes, rules, regulations, and publicly disclosed design specifications establishes in the Town's Right of Way Management requirements, including the Design Manual are required.

P. Work shall follow all other requirements and directives from the Town Administrator, including but not limited to the Excavation ordinance, Alley Excavation Drawing requirements, specifications for utility excavation, requirements for Approach- Curb – Walk, public walk detail, requirements for Curb – Gutter, Circular Driveway specifications, requirements in regard to basement driveway designs, requirements regarding sewer taps, and the use of Town forms, including concrete and excavation bond forms, excavation permit application (water/sewer tap) and the forms required under this Chapter.

Sec. 12A.2.4. - Construction and Maintenance standards.

A. The following shall be required when facilities are constructed in the Right-of-Way, regardless of whether a permit is required, and, to the extent applicable, for as long as the facilities remain in the Right-of-Way.

(1) The Town must be notified twenty-four (24) hours in advance that construction is ready to proceed by the right-of-way user, their contractor or representative. The right-of-way user or contractor must previously called for any needed locations for right-of-way facilities. At the time of notification, the right-of-way user will inform the Town Administrator of the number (or other information) assigned from the one-call system. The provider must have previously contracted the Town and obtained all needed locational information for Town utilities.

(2) All construction shall be in conformance with all Town codes and applicable local, state and federal laws and must be done in a good and workmanlike manner and in accordance with all applicable sections of this chapter.

(3) Three by three (3 × 3) feet information signs stating the identity of the person doing the work, telephone number and permittee's identity and telephone number shall be placed at the location where construction is to occur forty-eight (48) hours prior to the beginning of work in the right-of-way and shall continue to be posted at the location during the entire time the work is occurring. An informational sign will be posted on public right-of-way one hundred (100) feet before the construction location commences and each one hundred (100) feet thereafter, unless other posting arrangements are approved or required by the Town Administrator.

- (4) Erosion control measures (e.g. silt fence) and advance warning signs, markers, cones and barricades must be in place before work begins.
- (5) Lane closures on major thoroughfares will be limited after 8:30 a.m. and before 4:00 p.m. unless the Town Administrator grants prior approval. Arrow boards will be required on lane closures, with all barricades, advanced warning signs and thirty-six (36) inch reflector cones placed according to the specifications of the Town Administrator and must be in accordance with the filed lane closure plan approved by the Town Administrator.
- (6) Permittees are responsible for the workmanship and any damages by a contractors or subcontractors. A responsible representative of the permittee will be available to Town staff at all times during construction.
- (7) Permittee shall be responsible for storm water management erosion control that complies with Town, state and federal guidelines. Requirements shall include, but not be limited to, silt fencing around any excavation that will be left overnight, silt fencing in erosion areas until reasonable vegetation is established, barricade fencing around open holes, and high erosion areas will require wire backed silt fencing. Upon request permittee may be required to furnish documentation submitted or received from federal or state government.
- (8) Permittee or contractor or subcontractor will notify the Town Administrator immediately of any damage to other utilities, either Town or privately owned.
- (9) It is the Town's policy not to cut streets or sidewalks; however, when a street or sidewalk cut is required, prior approval must be obtained by the Town Administrator and all requirements of the Town Administrator shall be followed. Repair of all street and sidewalk removals must be made promptly to avoid safety hazards to vehicle and pedestrian traffic.
- (10) Installation of facilities must not interfere with Town utilities, in particular gravity dependent facilities.
- (11) New facilities must be installed to a depth approved by the Town Administrator.
- (12) All directional boring shall have locator place bore marks and depths while bore is in progress. The boring method and bore pit locations shall be identified. Locator shall place mark at each stem with paint dot and depth at least every other stem.
- (13) The working hours in the rights-of-way are 9:00 a.m. to 4:00 p.m., Monday through Friday. Work that needs to be performed after 4:00 p.m. Monday through Friday must be approved in advance. Any work performed on Saturday must be approved twenty-four (24) hours in advance by the Town Administrator. Directional boring is permitted only Monday through Friday 9:00 a.m. to 4:00 p.m., unless other hours are approved in advance. No work will be done on Sundays or Town holidays, except for emergencies.
- (14) People working in the right-of-way are responsible for obtaining line locates from all affected utilities or others with facilities in the right-of-way prior to any excavation. Use of the Geographic Information System or the plans of records does not satisfy this requirement.
- (15) Permittee will be responsible for verifying the location, both horizontal and vertical, of all facilities. When required by the Town Administrator, permittee shall verify locations by pot holing, hand digging or other method approved by the Town Administrator prior to any excavation or boring with the exception of work involving lane closures, as discussed above.
- (16) Placement of all manholes and/or hand holes must be approved in advance by Town Administrator. Handholes or manholes will not be located in sidewalks, unless approved by the Town Administrator.

- (17) Locate flags shall not be removed from a location while facilities are being constructed.
- (18) Construction which requires pumping of water or mud shall be contained in accordance with Town of Highland Park ordinances and federal and state law and the directives of the Town Administrator.
- (19) All facilities installed in the right-of-way shall be in earth tone colors or in colors that blend with the surroundings, or if on a Service Pole or Municipally Owned Pole shall match the color and finish of the pole, or must be approved by the Town.
- (20) All facilities installed in the right-of-way shall be capable of being identified through a GIS shape file or other means as acceptable to the Town Administrator or designee. Said identification shall be provided at the time of application and shall be visible on the facilities when installed.
- (21) Above ground wires shall be located on only one side of the right-of-way.
- (22) The right-of-way user or contractor must obtain any needed permits for electrical work and provide sealed engineered drawings for conduit size, circuit size, calculations for Amperage, or any other required information. Provider shall be responsible for obtaining any required electrical power service to any installation. Any such electrical supply must be separately metered and must match Town infrastructure voltage.
- (23) Right-of-way users shall complete construction as expeditiously as possible and lane closures or work that inconveniences the traveling public shall be minimized. Lane closures shall not last longer than four (4) hours, unless a different period of time is shown on the permit.
- (24) Right-of-way work shall be completed in the amount of time shown on the permit; but if no completion time is shown on the permit the work shall be complete in not more than one (1) year.
- (25) All right-of-way work and facilities installed shall be done in a good workman like manner; shall meet all applicable codes; shall be maintained and kept in good repair and shall be aesthetically pleasing.
- (26) All efforts shall be made to avoid or minimize negative visual impact to the surrounding area and to enhance the safety requirement for vehicles and pedestrians, particularly in areas where small children or other vulnerable members of the population may be located.
- (27) Installations which require ancillary ground equipment with a footprint of twenty-five (25) square feet or more shall be spaced at least 300 feet apart.
- (28) The name, address and phone numbers of the contractor or subcontractor who will perform the actual construction, including the name and telephone number of an individual with the contractor who will be available at all times during construction. Such information shall be required prior to the commencement of any work.
- (29) A statement that the requirements of subsection 12A.2.2 “Authorization; Registration; Compensation and Fees” are met.
- (30) A traffic control plan, which shall specify the traffic control measures to be provided, SWPPP, and trench safety plan may also be required based on the proposed scope of work. An approved traffic control plan shall be required any time work will require traffic lane closures or sidewalk closures, regardless of whether a permit is required.
- (31) A traffic control plan approved by the Town Administrator, which shall specify the traffic control measures to be provided, SWPPP, and trench safety plan may also be required

based on the proposed scope of work. An approved traffic control plan shall be required any time work will require traffic lane closures or sidewalk closures, regardless of whether a permit is required.

(32) Any proposed work that involves the installation of facilities that will utilize radio frequencies shall not cause any interference with Town public safety radio system, traffic signal light system or other Town communications systems or components, regardless of whether or not a permit is required. The right-of-way user shall provide evidence in a form acceptable to the Town that the proposed installation will be compatible with said Town systems and will not cause any interference with the Town public safety radio system, traffic signal light system or other Town communications systems or components. No installation shall be allowed to be installed or to remain in the right-of-way that causes any such interference.

B. To the extent applicable, the above requirements shall continue during the entire time that the installed facilities remain in the Right-of-Way.

Sec. 12A.2.5. - Plans of record.

(a) Right-of-way users will provide the Town Administrator or designee with plans of record showing installed and final location of facilities within ninety (90) days of completion of facilities in the right-of-way. Users which have facilities in the right-of-way existing as of the date of this ordinance who have not provided "plans of record" plans shall provide one (1) quarter of the information concerning facilities in Town right-of-way within one (1) year after the passage of the ordinance and one (1) quarter each six (6) months thereafter. The plans shall be provided to the Town with as much detail and accuracy as required by the Town Administrator. All the requirements specified for the plans submitted for the initial permit, as set forth in 2.3, shall be submitted and updated in the plans of record. The detail and accuracy will concern issues such as location, size of facilities, materials used, and any other health, safety and welfare concerns. The detail will not include matters such as capacity of lines, customers, or competitively sensitive details. Submittal of "plans of record" shall be in digital format.

(b) This requirement, or portions of this requirement, may be waived by the Town Administrator for good cause.

(c) If the release of the location of any utilities, including water and sewer, or of plans of record submitted under this section would jeopardize public safety, the information shall be considered confidential. In addition, if plans of record submitted under this section include information expressly designated by the right-of-way user as a trade secret or other confidential information protected from disclosure by state law, the Town may not disclose that information to the public without the consent of the right-of-way user, unless otherwise compelled by an opinion of the attorney general pursuant to the Texas Public Information Act, as amended, or by a court having jurisdiction of the matter pursuant to applicable law. This subsection may not be construed to authorize a right-of-way user to designate all matters in its plans of record as confidential or as trade secrets.

(d) User shall maintain accurate maps and other appropriate records of its facilities and equipment as they are actually constructed in the Rights-of-Way, including, upon request, the

use of Auto CAD/GIS digital format. User will provide additional maps to the Town upon request.

Sec. 12A.2.6. - Conformance with public improvements.

Whenever by reasons of widening or straightening of streets, water or sewer line projects, or any other public works or Town projects, (e.g. install or improve storm drains, water lines, sewer lines, or any other public works or Town project.) it shall be deemed necessary by the governing body of the Town to remove, alter, change, adapt, or conform the underground or overhead facilities of a right-of-way user to another part of the right-of-way, such alterations shall be made by the owner of the facilities at their expense (unless provided otherwise by state law or a franchise in effect on August 26, 1999, until that franchise expires or is otherwise terminated or is amended or the tariff is changed) within the time limits set by the Town Administrator working in conjunction with the owner of the facilities, or if no time frame can be agreed upon, within ninety (90) days from the day the notice was sent to make the alterations, unless a different schedule has been approved by the Town Administrator or designee. Facilities not moved after ninety (90) days or the time set forth in the notice shall be deemed abandoned and may be removed in accordance with Section 12A.2.12 "Abandoned Facilities."

Sec. 12A.2.7. - Improperly installed facilities.

(a) Any person doing work in the Town right-of-way shall properly install, repair, upgrade and maintain facilities.

(b) Facilities shall be considered to be improperly installed, repaired, upgraded or maintained if:

- (1) The installation, repairs, upgrade or maintenance endangers people;
- (2) The facilities do not meet the applicable Town codes;
- (3) The facilities are not capable of being located using standard practices;
- (4) Underground facilities that are installed less than twenty-four (24) inches in depth;
- (5) Facilities or construction in regard to placement of said facilities that remains incomplete or hazardous after construction work is finished or time for completion has passed, including but not limited to holes in paved areas or ground, handholes or manholes that are improperly sealed, and broken equipment or any other incomplete or hazardous condition.

(6) The facilities are not located in the proper place at the time of construction in accordance with the directions provided by the Town Administrator.

(c) Facilities will be considered improperly installed if said facilities utilize radio frequencies and cause any interference with Town public safety radio system, traffic signal light system or other communications components.

Sec. 12A.2.8. - Restoration of property.

(a) Users of the right-of-way shall restore property affected by construction of facilities to a condition that is equal to or better than the condition of the property prior to the performance of the work. Restoration must be approved by the Town Administrator.

(b) Restoration must be to the reasonable satisfaction of the Town Administrator and the property owner. The restoration shall include, but not be limited to:

(1) Replacing all ground cover with the type of ground cover damaged during work or better either by sodding or seeding, as directed by the Town Administrator;

(2) Installation of all manholes and handholes, as required;

(3) Backfilling all bore pits, potholes, trenches or any other holes shall be filled in daily, unless other safety requirements are approved by the Town Administrator;

(4) Leveling of all trenches and backhoe lines;

(5) Restoration of excavation site to Town specifications; and

(6) Restoration of all landscaping, ground cover, and sprinkler systems.

(c) All locate flags shall be removed during the clean-up progress by the permittee or contractor at the completion of the work.

(d) Restoration must be made in a timely manner as specified by approved Town schedules and to the satisfaction of Town Administrator or designee. If restoration is not satisfactory and performed in a timely manner all work in progress, except that related to the problem, including all work previously permitted but not complete may be halted and a hold may be placed on any permits not approved until all restoration is complete.

(e) If a person fails to restore property as set out in this section, the Town shall give five (5) days written notice to the person at the address shown on the permit. If the person does not initiate repairs during the five day period, or fails to complete the repairs within thirty (30) days thereafter the Town may elect to repair such portion of the right-of-way as may have been disturbed by the person, its contractors, or agents at the cost of the person performing the right-of-way work. These time periods may be shorten or waived in cases of a threat to public health, safety or welfare. Upon receipt of an invoice from the Town, the person will reimburse the Town for the costs so incurred no later than thirty (30) calendar days from the date of the Town invoice.

(f) Should the Town reasonably determine, within two (2) years from the date of the completion of the repair work, that any of the said restoration work failed to meet the existing standards of the Town, the person shall perform such additional restoration work to the satisfaction of the Town, subject to all Town remedies.

(g) Notwithstanding any of the above sections, if the Town determines that the failure of the person to properly repair or restore the right-of-way constitutes a threat to the public health, safety or welfare, the Town may undertake emergency repairs and restoration efforts. The Town may attempt to provide emergency notice to the person responsible, but is not obligated to do so. The right-of-way user shall promptly reimburse the Town for all costs incurred by the Town within thirty (30) calendar days from the date of the Town invoice.

Sec. 12A.2.9. - Revocation or denial of permit.

If any of the provisions of this article are not followed, a permit may be revoked by the Town Administrator or designee. If a person has not followed the terms and conditions of this article in work done pursuant to a prior permit, new permits may be denied or additional terms required.

If a permit is denied upon initial submission for incompleteness or for an issue which is capable of correction, the applicant may complete or correct the application and resubmit the application. Applications not resubmitted within thirty-one (31) calendar days shall be considered withdrawn.

Sec. 12A.2.10. - Appeal from denial or revocation of permit.

An Applicant may appeal from denial or revocation of permit to the Town Administrator. Appeal shall be filed with the Town secretary within five (5) calendar days from the date of the decision being appealed.

A denial or revocation will be upheld unless a person can show that there is an error and that the person was following all of the requirements of this Article and all right-of-way engineering requirements.

Sec. 12A.2.11 Inspections

The Town may perform inspections of any right-of-way work, including installations, maintenance, modifications or any other right-of-way work, whether such work is subject to permit requirements or allowed to be done without a permit. The Town may perform visual inspections of any right-of-way work located in the right-of-way as the Town deems appropriate without notice. If the inspection requires physical contact with right-of-way work, the Town may provide the right-of-way user with notice prior to said inspection. Right-of-way user may have a representative present during such inspection. In the event of an emergency situation, the Town may, but is not required to, notify the right-of-way user prior to the inspection. The Town may take any needed action to remediate an emergency. The Town shall notify the right-of-way user as soon as practical after said remediation.

Sec. 12A.2.12 Abandoned Facilities

A. Duty to Remove.

A person that has placed facilities in the right-of-way shall remove said facilities and related equipment when such facilities are Abandoned regardless of whether or not it receives notice from the Town.

B. Time for Removal

(1) The Town may notify the person that said facilities must be removed immediately when necessary to ensure public health, safety, and welfare.

(2) If immediate removal is not required, the removal must be completed within the time set forth in the written Notice to Remove from the Town and if no time is set out, then within ninety (90) days for the facilities and related equipment being Abandoned.

(3) If the facilities are not removed after the 90 day notice to remove, the Town may remove the facilities thirty (30) days after notice of a final finding of abandonment.

(4) When a person removes, or Abandons permanent structures in the Right-of-Way, the person shall notify the Town Administrator in writing of such removal or Abandonment and shall file with the Town Administrator the location and description of each facility and ground equipment removed or Abandoned.

(5) The Town Administrator may require the person to complete additional remedial measures necessary for public safety and the integrity of the Right-of-Way.

C. Deemed Abandoned

Facilities may be deemed abandoned as set out in this Chapter. Additionally, facilities may be deemed abandoned if:

(1) A person does not relocate facilities as set out in 12A.2.6-12 “Conformance with Public Improvements.”

(2) A person does not correct or abate improperly installed facilities as set out in 12A.2.7 “Improperly Installed Facilities.”

(3) A person fails to maintain the registration requirements set forth in Section 12A.2.2 “Authorization; Registration; Compensation and Fees”

(4) A person utilizing the right-of-way cannot be found or contacted.

(5) A person utilizing the right-of-way fails to pay the required compensation.

(6) A person utilizing the right-of-way fails to comply with the requirements of this Chapter after being given due notice of any deficiencies. The notice requirement shall only apply to persons who have maintained the required Registration as set out in 12A.2.2 “Authorization; Registration; Compensation and Fees” and are capable of being contacted.

Sec. 12A.2.13 Underground installation preferred

1. The underground placement of Facilities is encouraged.

2. Facilities shall be installed underground where existing utilities are already underground.

3. Underground conduits and ducts shall be installed in the Public Rights-Of-Way between the adjacent property line and curb line unless otherwise directed by the Town.

4. Conduits and ducts shall be installed parallel with the curb line and cross the Public Rights-Of-Way perpendicular to the Public Rights-Of-Way centerline unless otherwise directed by the Town.

5. Ducts and conduits shall be installed by trenchless excavation or directional boring whenever commercially economical and practical. Trenchless excavation shall be used to place Facilities under paved Public Rights-Of-Way centerline unless otherwise directed by the Town.

Sec. 12A.2.14 As Built Maps and Records.

User shall maintain accurate maps and other appropriate records of its facilities and equipment as they are actually constructed in the Rights-of-Way, including, upon request, the use of Auto CAD/GIS digital format. User will provide additional maps to the Town upon request.

Sec. 12A.2.15 Courtesy and Proper Performance.

User shall make citizen satisfaction a priority in using the Right-of-Way. User shall train its employees to be customer service-oriented and to positively and politely interact with citizens when dealing with issues pertaining to its facilities and related ground equipment in the Right-of-Way. User's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of interaction with the public. If, in the opinion of the Town Administrator or designee, User is not interacting in a positive and polite manner with citizens, the Town Administrator may request User to take all remedial steps to conform to these standards.

Sec. 12A.2.16 Drug Policy.

It is the policy of the Town to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by User's employees, contractors, subcontractors, sub-Network Provider's, or vendors while on Town Premises is prohibited.

Sec. 12A.2.17 Tree Maintenance.

User, its contractors, and agents shall provide written notice to the Town Administrator before trimming trees hanging in the Right-of-Way. The Town shall not be liable for any damages, injuries, or claims arising from User's actions under this section.

Sec. 12A.2.18 Signage.

User shall post and maintain legible identification showing its name, location identifying information, and emergency telephone number in an area on a cabinet of a facility that is visible to the public. Signage required under this section shall not exceed 4" x 6", unless otherwise required by law (e.g. RF ground notification signs) or the Town Administrator.

Except as required by Law or by the Utility Pole owner, User shall not post any other signage or advertising on the facilities or equipment.

Sec. 12A.2.19 Graffiti Abatement.

As soon as practical, but not later than fourteen (14) calendar days from the date User receives notice thereof, User shall remove all graffiti on any of its facilities and related ground equipment located in the Right of Way and shall restore to the previous condition or better. The foregoing shall not relieve the User from complying with any Town graffiti or visual blight ordinance or regulation.

Section 12A.2.20 Alternate means or method; waiver

(a) A person may file a request with the Town Administrator to use alternate means or methods in right-of-way construction or maintenance. In determining whether any requirement under this section may be waived or if an alternate method or means may be used, the Town Administrator may consider all reasonable factors, including but not limited to:

(1) whether the requirement or the alternate means or method or waiving the requirement would subject the person or persons or public to an unreasonable increase in risk;

(2) whether the requirement or the alternate means or method or waiving the requirement would subject the person or persons or public to an unreasonable increase of service interruption'

(3) whether the requirement or the alternate means or method or waiving the requirement would subject the person or persons or public to an unreasonable increase in potential for liability for accidents;

(4) whether the requirement or the alternate means or method or waiving the requirement would subject the person or persons or public to an unreasonable delay in construction;

(5) whether the requirement or the alternate means or method or waiving the requirement would subject the person or persons or public to an unreasonable delay in availability of services; or

(6) to any other unreasonable technical or economic burden.

(b) There shall be no right to receive permission to use an alternative means or method and denial by the Town Administrator shall be final.

Sec. 12A.2.21 Orderly use of the Right-of-Way by Multiple Users

(A) In the exercise of governmental functions, the Town has first priority over all other uses of the rights-of-way. Traffic uses shall be considered as the primary use and the Town reserves the right to lay sewer, water, gas and other pipe lines or cables and or cables and conduits, and to do underground and overhead work, including attachments, restructuring or changes in aerial or underground facilities in, across, along, over, or under a public street, alley or right-of-way and to change the curb, sidewalks of the grade of streets. Uses should be designed so as to cause the least interference with traffic, including signalization.

(B) The Town shall assign the location in or over the rights-of-way among competing users of the rights-of-way with due consideration to the public health, safety and welfare considerations of each user type, and to the extent the Town can demonstrate that there is limited space available for additional users, may limit new users or require removal of abandoned or obsolete facilities, as allowed under state or federal law.

(C) If the Town authorizes abutting landowners to occupy space under the surface of any street, alley or rights-of-way, the grant to an abutting landowner shall be subject to the rights of the previously authorized users of the public rights-of-way. If the Town closes or abandons a public right-of-way that contains a portion of a person's facilities, the Town may close or abandon such right-of-way subject to the right of the person, provided said facilities have not been abandoned and provided the person is a registered user of the right-of-way.

ARTICLE III. – DESIGN MANUAL

12A.3.1 Purpose

This Design Manual is for the: (i) maintenance; (ii) siting; and (iii) criteria for the installation of Wireless Facilities, including Micro Network Nodes, Network Nodes, Node Support Poles and related ground equipment and applies to any and all maintenance, siting, installations, collocations, or other placement of, in, over or under the Public Rights-of-Way of Network Nodes, Node Support Poles, Micro Network Nodes, Distributed Antenna System(s), microwave

communications or other Wireless Facilities, by whatever nomenclature, whether they are installed pursuant to Chapter 284 of the Local Government Code or installed pursuant to an Agreement to use the Right-of-Way or Authorization or installed as may otherwise be allowed by state law.

The Town enacts these design requirements and guidelines in order to meet its fiduciary duty to its citizens, and to give assistance and guidance to Network Providers in the safe, aesthetically pleasing, efficient, and timely installation of facilities.

Section 12A.3.2. Prohibited or Restricted Areas for Wireless Facilities in the Right-of-Way

A Prohibited: Municipal Parks and Residential Areas.

A Network Provider may not install a new Node Support Pole in the following locations:

- (1) in a Municipal Park; or
- (1) in a Municipal Park; or
- (2) in right-of-way that is adjacent to a Street that is:
 - (a) not more than fifty (50) feet wide at average width, measuring vehicular traveled portion only as set out in the definition of “Street” and the measurement does not include intersection and refers only to the main traveled portion measured at mid-block or mid-point between intersections; and
 - (b) adjacent to developed or undeveloped single-family residential lots, other multifamily residential area or land that is designated for residential use by zoning or deed restrictions.

(3) Construction in right-of-way adjacent to a school is prohibited, unless all contractors, sub-contractors, or other workers follow all statutory requirements in the Educational Code regarding work on school grounds, including but not limited to chapters 21 and 22.

B. Prohibited: Undergrounding District.

(1) Above ground structures shall not be installed in an Underground District or Underground Requirement Area, except as provided herein.

(2) A Network Provider shall comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining the appropriate zoning, land use approval or other required approval.

(3) In addition to areas designated in this ordinance, future areas may be designated from time to time by the Town as Underground Required Areas by any means, including but not limited to means such as ordinances, resolutions, or filed plats. If an area is converted from an area that allows overhead lines to one that prohibits overhead lines, all subsequent installations shall meet the requirements for an Underground District.

(4) If a location is designated by the Town to be Underground Required Area, then a Network Provider’s permit for the location of the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location will be automatically revoked, with removal of said the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location within 90 days of such designation, or as otherwise allowed for the transition of other overhead facilities.

C. Restricted: Historic District and Design Districts.

(1) A Network Provider must obtain advance written approval from the Town before collocating Network Nodes or installing Node Support Poles in a Design District with Decorative Poles or in an area of the Town zoned or otherwise designated as a Design District or Historic District.

(2) Concealment Required

(a) As a condition for approval of Network Nodes or Node Support Poles in Design Districts with Decorative Poles or in a Historic District, Concealment measures are required for Network Nodes or Node Support Poles or related ground equipment or any portion of the Nodes, poles, or equipment.

(b) Said Concealment measures shall minimize the impact to the aesthetics in a Historic District or Design District.

(3) Network Provider shall comply with and observe all applicable Town, State, and federal laws and requirements, including historic preservation laws and requirements.

D. Collocation will not be allowed on decorative poles in any area of the Town.

E. Historic Landmarks.

Network Provider is discouraged from installing a Network Node or Node Support Pole within 300 feet of a historic site or structure or Historic Landmark recognized by the Town, State or Federal government (*see, for example, and not limited to* §442.001(3) of the Texas Government Code, and 16 U.S.C. §470), as of the date of the submission of the permit.

F. Designated Areas

(1) The Council may designate an area as a Historic District, Design District or Underground District at any time.

(2) Underground District

Any area that meets the definition of Underground District or Underground Requirement Area may be designated as such an area. An area does not need to be designated by this Ordinance to be considered to be within an Underground District. Such designation does not require a zoning case. Any area declared to be an Underground District by Town Council or any area that meets the definition of Underground District or Underground Requirement Area shall be subject to all requirements and protections for an Underground District.

(3) Design District

The Town Council may designate an area as a Design District at any time. An area does not need to be designated in this Ordinance to be considered to be within a Design District. Such a designation does not require a zoning case. Any area designated by Town Council as a Design District or any area that meets the definition of a Design District shall be subject to all requirements and protections for a Design District.

(4) Historic District

The Town Council may designate an area as a Historic District at any time. An area does not need to be designated by this Ordinance to be considered to be within a Historic District. Such designation does not require a zoning case. Any area declared to be a Historic

District by Town Council or any area that meets the definition of Historic District shall be subject to all requirements and protections for a Historic District.

G. Defense

It shall be a defense to the above requirements prohibiting or restricting location of facilities in a Park, Residential area, Historic District, Design District, Underground District or collocating on a decorative pole that the Network Provider obtained advance written approval or waiver of restrictions from the Town before collocating new Network Nodes or installing new Node Support Poles or ground equipment in a prohibited or restricted location. In any prosecution herein for such prohibition or violation of any restrictions, it shall be an affirmative defense to have an Agreement with the Town that approved such location or waived the applicable restriction.

If an Agreement is granted to locate in a prohibited location, the Network Provider shall be required, as a condition for approval of new Network Nodes or new Node Support Poles in a prohibited location, to install reasonable design or concealment measures for the new Network Nodes or new Node Support Poles. Therefore, any request for installations in a prohibited location, must be accompanied with concealment measures in the permit applications.

The Town requests that a Network Provider explore the feasibility of using certain camouflage measures to improve the aesthetics of the Network Nodes, Node Support Poles, or related ground equipment, or any portion of the nodes, poles, or equipment, to minimize the impact to the aesthetics in all locations of the Town.

H. Private Deed Restrictions and Property Owners Association Rules.

A Network Provider installing a Network Node or Node Support Pole in a public right-of-way described above shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

I. Ground equipment

- (1) Ground Equipment shall be minimal and the least intrusive at all sites.
- (2) In order to maximize line of sight at street corners and intersections and minimize hazards at those locations, ground equipment may not be installed within 250 feet of a street corner or street intersection.
- (3) Ground equipment may not be installed at street corners or intersections within a visibility triangle.
- (4) Ground equipment shall not be installed near a driveway.

J. Each Permit Application shall designate if the requested area for installation is within one a Residential area, a Municipal Park, an Underground District or Underground Requirement Area or a Historic District or a Design District.

Sec. 12A.3.3 Preferred Location

A. The following locations, in the order listed, are the preferred locations for installation of poles or wireless facilities:

- (1) Industrial areas.

(2) Areas designated by the Town as a Highway Rights-of-Way Area, provided that such areas are not adjacent to a Municipal Park, Residential Area, Historic District, Design District or any prohibited area set out above.

(3) Retail and Commercial areas, provided such areas are not in a prohibited location, such as an Underground District, Design District or Historic District.

B. In the absence of state law or an Agreement or Municipal Authorization providing otherwise, Network Nodes shall be restricted to Preferred Locations set out in this section.

12A.3.4 Order of Preference regarding attachment to existing facilities.

A. The following shall be the order of preference for the attachment of Network Nodes to existing facilities, beginning with most preferred location and ending with least preferred location. In addition to the preference set out by the Town, existing facilities may be owned by third parties and may not be available for attachment of facilities or may require authorization from other parties.

B. Order of preference from most preferable to least preferable.

(1) Most preferable - Existing telephone or electrical lines between existing utility poles. Micro Network Nodes shall only be lashed on existing telephone or electrical lines between existing utility poles (electric poles or telephones poles), with notice to the pole owner as required by the Federal Pole Attachment Act, and not placed on Utility Poles, Node Support Poles or Service Poles.

(2) Preferable - Existing Utility Poles (electric poles or telephones poles), shall be the preferred support facility for Network Nodes and related ground equipment.

(3) Least preferable - Municipal Service Poles, which shall require an agreement with the Town. Municipal Service Poles includes (in order of preference):

(a) Non-decorative street lights.

(b) Traffic signal structures – Network Nodes may only be attached to traffic signal structures when such installation will not interfere with the integrity of the facility and will not interfere with the safety of the public. Any installation of Network Node facilities on any traffic signal structures shall:

(i) Be encased in a separate conduit than the traffic light electronics;

(ii) Have a separate electric power connection than the traffic signal structure;

(iii) Shall not puncture or drill into the structure; and

(iv) Have a separate access point than the traffic signal structure.

(c) Other municipal service pole use is discouraged.

(4) New Node Support Poles shall also be least preferred. Collocation shall generally be preferred over new poles. New poles shall not be installed in prohibited areas and shall only be allowed in restricted areas to the extent all requirements are followed or a waiver is granted. Any new poles shall be camouflaged to the extent allowed by law as set out in this Chapter.

C. Ground equipment should be minimal and the least intrusive.

D. In the absence of state law or an Agreement or Municipal Authorization providing otherwise, Network Nodes, if allowed, shall be restricted to Most Preferable Locations set out in this section and shall be prohibited in the Least Preferable.

Sec. 12A.3.5. Placement Requirements.

A. A Network Provider shall construct and maintain Network Nodes and Node Support Poles in a manner that does not:

- (1) obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;
- (2) obstruct the legal use of a public right-of-way by other utility providers;
- (3) violate nondiscriminatory applicable codes;
- (4) violate or conflict with the municipality's publicly disclosed public right-of-way management ordinance or this Design Manual.
- (5) violate the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.).

B. Network Node facilities shall be installed in accordance with section 12A-10 and all other applicable requirements of this Chapter.

C. Right-of-Way.

(1) Network Nodes installation shall follow all applicable requirements of this chapter, including section 12A.2.4-10.

(2) Network Node facilities, Node Support Poles and related ground equipment shall be placed, as much as possible, within two (2) feet of the outer edge of the Right-of-Way line.

(3) Node Support Poles and related ground equipment shall not impede pedestrian or vehicular traffic in the Right-of-Way.

(4) No protrusion from the outer circumference of the existing structure or pole shall be more than two (2) feet.

D. Parks. For the safety of park patrons, particularly small children, and to allow full line of sights near park property, the Network Provider shall not install Ground Equipment in a Right-of-Way that is within a Park or within 250 feet of the boundary line of a Park. The Network Provider may request a waiver of the requirement that such equipment not be within 250 feet of a park from the Board of Adjustment.

E. There shall be no more than one (1) Network Node on any one Pole.

Sec. 12A.3.6. Camouflage Required When Possible

(1) Camouflage is required by the Town when Wireless facilities are allowed, as set forth above, in Design Districts with Decorative Poles or in Historic Districts.

(2) It is the Town's preference that all new node support poles be camouflaged, except those located in an area zoned or predominantly industrial or in a designated Highway District area.

(3) Companies shall submit their proposal for camouflage with the permit application.

Sec. 12A.3.7. General Requirements

A. Confirmation of non-interference with Town Safety Communication Networks.

(1) The Network Provider shall provide analysis that the proposed network node shall not cause any interference with Town public safety radio system, traffic signal light system, or other Town safety communications components.

(2) It shall be the ongoing responsibility of the Network Provider to evaluate, prior to making application for permit and while Network Nodes remain in the Right-of-Way, the compatibility between the existing Town infrastructure and Provider's proposed Network Node. A Network Node shall not be installed in a location that causes any interference and any Network Node that causes destructive interference post-installation shall correct such interference or be removed and shall follow all federal regulations regarding interference.

(3) Network Nodes shall not be allowed on Town's public safety radio infrastructure.

B. Size Limits.

(1) Network Providers shall provide detailed drawings, with calculations to show strict conformity to the size limitations as set forth in this Chapter.

(2) To the extent authorization is provided by franchise or license, the franchise or license controls.

(3) To the extent authorization is provided by state law which sets out size limits, the size limits in the state law control.

(4) If authorization is provided through a state law with no size limits, or other authorization with no size limits, the size limits of this section shall control.

(5) Unless otherwise provided by state law or Municipal Authorization, License, Franchise or Agreement, the following maximum size limits are applicable (required):

(i) Micro Network Node dimensions – Maximum Length: 24 inches; Maximum Width 15 inches; Maximum Height 12 inches.

(ii) Network Node shall not exceed the size limits set out in Chapter 284 of the Local Government Code, without specific Town authorization, regardless of whether or not the Provider claims authority under Chapter 284 or a different state statute.

(iii) Pole Height Not higher than ten feet in height above the tallest existing utility pole within 500 linear feet of a new pole or fifty-five (55) feet, whichever is least.

(iv) Ground equipment, separate from the pole, may not be higher than three feet six inches (3'6") from grade, wider than three feet six inches (3'6").

(v) When not otherwise set out in this ordinance or in a Municipal Authorization, the size limits shall be less than or equal to the size limits set forth for structures or equipment in Chapter 284 of the Local Government Code, where applicable.

(vi) Size limits may be reduced when necessary for public health, safety or welfare.

C. Size limits provided by state law are only applicable for so long as required by state law. If said state law is found to be repealed, struck down, pre-empted or invalid, in whole or in part, the standards required by the Town, either in the Municipal Authorization or an amendment to the Municipal Authorization or the directives of the Town or this Chapter, shall be required and such standards shall be subject to individualized review.

D. Concealment.

The Network Node facilities shall be concealed or enclosed as much as possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible.

E. New Node Support Pole Spacing.

1. New node support poles shall be at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area, unless a lesser distance is approved by the Town Administrator.
2. New poles shall be placed a minimum of 5 feet from a street curb or travel lane and 18 inches from a sidewalk to minimize the potential of being struck by a motor vehicle or bicycle.
3. New poles shall be placed on breakaway anchor bolt supports or bases to minimize the impact severity to motor vehicles that strike the pole.

F. Minimize Ground Equipment Concentration.

In order to minimize negative visual impact to the surrounding area, the Town's designee may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment already occupies a footprint of 25 sq. ft. or more.

G. Allowed Colors.

Colors shall meet the requirements set out in Section 12A-10(s).

H. If any Network Node facilities, Node Support Poles or ground equipment is installed in a location that is not in accordance with the plans approved by the Town Administrator and impedes pedestrian or vehicular traffic or does not comply or otherwise renders the Right-of-Way non-compliant with applicable Laws, including the American Disabilities Act, then Network Provider shall remove the Network Node facilities, Node Support Poles or ground equipment.

I. Ground Equipment.

1. Ground equipment should be minimal and the least intrusive. To minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way the maximum line of sight required to add to safe travel of vehicular and pedestrian traffic and in order to maximize that line of sight at street corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within 250 feet of a street corner or a street intersection.

2. Ground Equipment near Municipal Parks. For the safety of Municipal park patrons, particularly children, and to allow full line of sights near Municipal park property, the Network Provider shall not install Ground Equipment in a Right-of-Way that is within a Park or within 250 feet of the boundary line of a Park, unless approved by the Town Administrator in writing.

3. To enhance the safety requirements of line of sight of pedestrians, particularly small children, the Town's designee may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of twenty-five (25) square feet or more.

4. Ground equipment shall not be installed in such a manner as to interfere with a sight visibility triangle.

J. Municipal Service Poles:

1. An Agreement shall be required for all installations on Municipal Service Poles and all such installations shall be in accordance with the Agreement.

2. Installations on all Service Poles shall have an industry standard pole load analysis completed and submitted to the municipality with each permit application indicating that the Service Pole to which the Network Node is to be attached will safely support the load.

3. Height of attachments:

- (a) All attachments on all Service Poles shall be at least 8 feet above grade; and
- (b) If a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground;
- (c) And meet all applicable requirements of State law and this Chapter.

4. Installations on all Traffic signal structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public and must be in accordance with the agreement with the Town. Installation of Network Node facilities on any traffic signal structures shall:

- i. Be encased in a separate conduit than the traffic light electronics;
- ii. Have a separate electric power connection than the traffic signal structure; and
- iii. Have a separate access point than the traffic signal structure;
- iv. Shall not puncture or drill into the structure;
- v. Shall not be installed on the mast arm; and

- vi. Meet all other requirements of State law and this Chapter.

5. Installations on Street signage: Installations on all street signage structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public and must be in accordance with the Agreement with the Town. Installation of Network Node facilities on any street signage structures that has electrics shall:

- i. Be encased in a separate conduit than any Town signage electronics;
- ii. Have a separate electric power connection than the signage structure;
- iii. Have a separate access point than the signage structure;
- iv. Meet all other requirements of State law and this Chapter.

Sec. 12A.3.8. Electrical Supply

Network Provider shall be responsible for obtaining any required electrical power service to the Micro Network Node, Network Node facilities, Node Support Poles and ground equipment. The Town shall not be liable to the Network Provider for any stoppages or shortages of electrical power furnished to the Micro Network Node, Network Node facilities, Node Support Poles or ground equipment, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant or Network Provider of the structure, or for any other cause beyond the control of the Town.

Network Provider shall not allow or install generators or back-up generators in the Right-of-Way.

Sec. 12A.3.9. Installation and Inspections

A. Installation

(1) Network Provider shall, at its own cost and expense, install the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment in a good and workmanlike manner and in accordance with the requirements promulgated by the Town Administrator, as such may be amended from time to time. Network Provider's work shall be subject to the regulation, control and direction of the Town Administrator.

(2) All work done in connection with the installation, operation, maintenance, repair, modification, and/or replacement of the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment shall be in compliance with any Agreement with the Town as applicable and all applicable laws, ordinances, codes, rules and regulations of the Town, County, State, and the United States ("Laws").

B. Standard Pole Load Analysis on Attachments to a Service Pole

All applications for permits to collocate and or attach to any Service Pole must have included in its permit application a completed industry standard individual pole load analysis performed and sealed by an engineer licensed by the State of Texas that indicates that the Service Pole to which the network node is to be attached will safely support the load. Such analysis shall also address safety of pole and attachments in regard to wind loads, collision with motor vehicle,

C. Inspections

The Town Administrator may perform visual inspections of any Micro Network Node, Network Node, Node Support Pole or related ground equipment located in the Right-of-Way as the Town Administrator deems appropriate without notice. If the inspection requires physical contact with the Micro Network Node, Network Node, Node Support Poles or related ground equipment, the Town Administrator shall provide written notice to the Network Provider within five (5) business days of the planned inspection. Network Provider may have a representative present during such inspection.

D. No installations shall be placed on the mast arm of a traffic control signal.

Sec. 12A.3.10. Requirements in Regard to Removal, Replacement, Maintenance and Repair

A. Removal or Relocation by Network Provider

(1) If the Network Provider removes or relocates a Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, it shall notify the Town Administrator in writing not less than ten (10) business days prior to removal or relocation. Network Provider shall obtain all Permits required for relocation or removal of its Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment prior to relocation or removal.

(2) The Town shall not issue any refunds for any amounts paid by Network Provider for Micro Network Node, Network Node facilities, Node Support Poles or related ground equipment that have been removed.

(3) Any abandoned or obsolete Micro Network Node, Network Node, Node Support Pole or other related equipment shall be removed in strict accordance with this Chapter and all other applicable ordinances and state law.

(4) Network Provider shall remove Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment when such facilities are Abandoned regardless of whether or not notice is received from the Town. Such removal must occur within ninety (90) days from the date of Abandonment, unless additional time is allowed by the Town. The Network Provider shall provide advance written notice of such removal which must be received by the Town at least two (2) working days prior to the removal, except in case of emergency. Such notice shall specify the location and description of each Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment to be removed.

(5) The Town Administrator may require the Network Provider to complete additional remedial measures necessary for public safety and the integrity of any Town facilities and the Right-of-Way.

B. Removal or Relocation Required for Town Project

A Network Provider shall relocate or adjust Micro Network Node, Network Node, Node Support Pole and related ground equipment in a public right-of-way in a timely manner in accordance with 12A.2.6 and without cost to the municipality managing the public right-of-way

Pursuant to state law and as a condition for occupancy of the right-of-way, the Network Provider may be required by the Town to remove or relocate any of its facilities, including but not limited to, its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or any portion thereof from the Right-of-Way, and Network Provider shall, at the Town Administrator's direction, remove or relocate the same at Network Provider's sole cost and expense, whenever the Town Administrator reasonably determines that the relocation or removal is needed as set out in section 12A.2.6.

If Network Provider fails to remove or relocate the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof as requested by the Town Administrator within 90 days of Network Provider's receipt of the request, then the Town shall be entitled to remove the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof at Network Provider's sole cost and expense, without further notice to Network Provider, and Network Provider shall, within 30 days following issuance of invoice for the same, reimburse the Town for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof.

C. Removal Required by Town for Safety or Due to Imminent Danger; or for Improper Permitting or Licensing

Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment within the time frame and in the manner required by the Town Administrator if the Town Administrator reasonably determines that the disconnection, removal, or relocation of any part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or Town property, (b) the Micro Network Node, Network Node, Node Support Pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or Town property, or (c) Network Provider fails to obtain all applicable licenses, Permits, and certifications required by Law for its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or use of any Location under applicable law. If the Town Administrator reasonably determines that there is imminent danger to the public, then the Town may immediately disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment at the Network Provider's sole cost and expense.

The Town Administrator shall provide 90 days written notice to the Network Provider before removing a Micro Network Node, Network Node, Node Support Pole and related ground equipment under this Section, unless there is imminent danger to the public health, safety, and welfare.

Network Provider shall reimburse Town for the Town's actual cost of removal of Micro Network Node, Network Node, Node Support Pole and related ground equipment within 30 days of receiving the invoice from the Town.

D. Restoration

Network Provider shall repair any damage to the Right-of-Way, or any facilities located within the Right-of-Way, and the property of any third party resulting from Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) within 10 calendar days following the date of such removal or relocation, at Network Provider's sole cost and expense, including restoration of the Right-of-Way and such property to substantially the same condition as it was immediately before the date Network Provider was granted a Permit for the applicable Location or did the work at such Location (even if Network Provider did not first obtain a Permit), including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and replacement shall be subject to the sole, reasonable approval of the Town Administrator.

E. Network Provider Responsible

Network Provider shall be responsible and liable for the acts and omissions of Network Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the installations of any Micro Network Node, Network Node, Node Support Pole and related ground equipment, as if such acts or omissions were Network Provider's acts or omissions.

Sec. 12A.3.11. Requirements Upon Abandonment

Upon Abandonment or upon being deemed abandoned, Network Provider has a duty to promptly remove its facilities from the right-of-way. Notice from the Town is not a prerequisite to the requirement for removal.

If the Network Provider does not promptly remove its facilities removal procedures as set out in section 12A.2.12 may be followed.

Sec. 12A.3.12. General Provisions.

1. All requirements of this Chapter, including Article II, shall be met as applicable.

2. No Town Allocation of Funds for Removal and Storage

All costs of any removal or storage of Micro Network Node, Network Node, Node Support Pole and related ground equipment, as authorized under this Article, shall be the responsibility of the Network Provider and the Town is not required to expend no funds to meet the requirements of the Network Providers. Any funds expended by the Town due to an emergency or failure of a Person to abide by these requirements shall be reimbursed to the Town.

3. Ownership.

No part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment erected or placed on the Right-of-Way by Network Provider will become, or be considered by the Town as being affixed to or a part of, the Right-of-Way. All portions of the

Micro Network Node, Network Node, Node Support Pole and related ground equipment constructed, modified, erected, or placed by Network Provider on the Right-of-Way will be and remain the property of Network Provider and may be removed by Network Provider at any time, provided the Network Provider shall notify the Town Administrator prior to any work in the Right-of-Way.

4. Size Limits.

Network Providers shall provide detailed drawings, with calculations to show strict conformity to the size limitations as set forth in this chapter or state law with each application, notice of work to be performed or request for a permit for each location; provided, however, where possible Providers are encouraged to reduce the size of installed facilities.

The size limits in this Chapter are only applicable for so long as required by state law. If Chapter 284 of the Local Government Code is found to be repealed, struck down, pre-empted or invalid, in whole or in part, the standards required by the Town, either in the Municipal Authorization or an amendment to the Municipal Authorization or the directives of the Town or this Article then such standards shall be subject to individualized review.

Sec. 12A.3.13. Insurance, Indemnity, Bonding and Security Deposits.

Insurance, indemnity, bonding and security deposits shall be in strict accordance with the Town's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with state law.

Sec.12A.3.14. Design Manual - Updates

Placement or Modification of Micro Network Node, Network Node, Node Support Pole and related ground equipment shall comply with the Town's Design Manual at the time the Permit for Installation or Modification, and as said Design Manual may be approved or amended from time to time.

ARTICLE IV – RIGHT OF WAY CONSTRUCTION FOR UTILITY CONNECTIONS

Sec. 12A.4.1 Purpose

This Article is enacted in order to provide clear guidance to abutting landowners, residents, or businesses and their contractors in regard to individual utility connections, driveway constructions and related right-of-way construction that presents a lesser burden on the right-of-way than utility construction.

Sec. 12A.4.2 Permit required; Compliance

A. Permit Required

It shall be unlawful for any person or any of their agents, contractor, servants or employees to cut, remove, alter, construct, reconstruct or repair any street, alley, sidewalk, curb, gutter or

driveway approach in the Town without having first obtained a permit from the Town as herein required or without complying with the provisions of this article.

B. Compliance with additional sections of right-of-way management ordinance

If it is determined by the Town that the proposed scope of work does not fit within the provisions of this Article or that it is necessary for the contractor or person performing the work to follow the requirements of other sections of this Chapter, the person performing the work will comply with all such requirements.

C. Application; permittee's assumption of responsibility for work

(1) By accepting an excavation permit, the permittee assumes complete responsibility for all phases of the excavation and thereby accepts responsibility for removal and replacement of unsatisfactory work.

(2) Any application for a permit shall be made at the Town on forms furnished by the Town. The application for the permit must be made at least twenty-four (24) hours prior to beginning any work pursuant thereto, except in the case of an emergency as described in Section 12A.4.12 of this article, and the applicant shall furnish prior to issuance the following:

- (a) Surety bond as described in this section;
- (b) Certificate of insurance as described in this section;
- (c) Certificate of worker's compensation as required by State law;
- (d) Evidence that a paving bond has been issued by the Town to the contractor responsible for replacing the pavement removed during the course of excavation;
- (e) A plan of the proposed work. When requested, the application shall be accompanied by plans showing the extent of the proposed excavation work, the dimensions and elevations of both the existing ground prior to said excavation and of the proposed excavated surfaces, the location of the excavation work, and such other information as may be prescribed by the Town.

D Surety bond

(1) Before an excavation permit is issued by the Town, the applicant shall deposit with the Town a surety bond in the amount of ten thousand dollars (\$10,000.00) payable to the Town and executed on the forms provided by the Town.

(2) The required surety bond must be:

- (a) With a good and sufficient surety;

(b) By a surety company authorized to transact business in the State;

(c) Conditioned upon the permittee's compliance with this article and to secure and hold the Town and officials harmless against any and all claims, judgments or other costs arising from the excavation or any work covered by the excavation permit or for which the Town, the Town Council or any other Town officer may be made liable by reason of any accident or injury to persons or property through the fault of the permittee, either in not properly guarding the excavation or for any other injury resulting from negligence of the permittee; further, that the permittee assures the Town that the excavation shall be filled, restored and placed in a good and safe condition, as near as possible to its original condition and to the satisfaction of the Town, and to maintain the property where excavation is made in as good condition for a period of two (2) years after said excavation work shall have been completed and accepted by the Town, usual wear and tear excepted.

(3) Recovery on such bond for any injury or accident shall not exhaust the bond, but it shall in its entirety cover any and all future accidents or injuries during the term for which it is given. In the event of any suit or claim against the Town by reason of negligence or default of the permittee, upon the Town's giving written notice to the permittee and surety of such suit or claim, any final judgment against the Town requiring it to pay for such damage, including its legal fees and court costs, shall be conclusive upon the permittee and his surety.

E Insurance

The permittee, prior to the issuance of the excavation permit, shall furnish to the Town satisfactory evidence in writing that the permittee has in force and will maintain in force during the performance of the excavation work and the period of the excavation permit public liability insurance of not less than one hundred thousand dollars (\$100,000.00) for any one (1) person and three hundred thousand dollars (\$300,000.00) for any one (1) accident and property damage insurance of not less than fifty thousand dollars (\$50,000.00), duly issued by an insurance company authorized to do business in the State. However, if the Building Inspector determines that the cost of the excavation to be performed by the permittee exceeds fifty thousand dollars (\$50,000.00), then the Town, at its discretion, may require the permittee to maintain in force during the performance of the excavation work and the period of the excavation permit public insurance not less than one hundred thousand dollars (\$100,000.00) for any one (1) person and three hundred thousand dollars (\$300,000.00) for any one (1) accident and property damage insurance not less than five hundred thousand dollars (\$500,000.00), duly executed by an insurance company authorized to do business in the State.

F Fee

The fee for the permit described in this section shall be the amount shown on the Town's current Master Fee Resolution for each pavement cut, excavation, bore or embankment. Public utility companies which have a franchise with the Town to utilize

streets, alleys and easements of the Town shall be exempt from the requirement to pay a fee.

G. Revocation

(1) In addition to the penalty provisions of 1.01.009 of the Town Code, the Town, in its discretion, may revoke the permit issued hereunder upon the following grounds:

(a) Failure of the permittee to diligently do work permitted after beginning the excavation;

(b) Violation of any terms or provisions of this article;

(c) Giving false information upon the application;

(d) Changing of persons responsible for the paving repair without first notifying the Town Administrator and obtaining the necessary approval.

(2) Whenever the permittee has failed to comply with provisions of this article, the permittee shall be notified in writing of such violations. In the event such violations are not corrected upon written notice to the permittee and surety, the Town Administrator may revoke the excavation permit without further notice.

H Expiration

A permit shall expire for work not started within thirty (30) days or completed within sixty (60) days after issuance, and a new permit shall be required before beginning or completing the work. The request for an extension of a permit shall be made in writing to the Town Administrator.

Sec. 12A.4.3 Traffic control plan; excavations; restoration of property

All work requiring pavement excavations, closure of a traffic lane, or routing of traffic shall follow all requirements of Article III in regard to such work.

Sec. 12A.4.4 Protection of utilities

(a) Prior to beginning excavation, the permittee shall notify all affected utility companies and have all underground utilities located. The permittee shall not interfere with any existing utility without the written consent of the utility company or the person owning the utility. If it becomes necessary to remove an existing utility, this shall be done by its owner. No utility owned by the Town shall be moved to accommodate the permittee unless the cost of such work be borne by the permittee. The cost of moving privately owned utilities shall be similarly borne by the permittee unless other arrangements are made with the utility company.

(b) The permittee shall support and protect all water mains and lines, sewer mains and connections, gas mains and services, electric conduit or other utilities which may be in any way affected by the excavation work and do everything necessary to support, sustain and protect them during said work. Should any of said water mains and lines, sewer mains and connections, gas mains and services, electric conduit or other utilities be damaged, they shall be repaired by the agency or person owning them, and the expense of such repairs shall be charged to the permittee, and his or its bond shall be liable therefor. The permittee shall inform itself as to the existence and location of all underground utilities and protect the same against damage.

Sec. 12A.4.5 Protection of adjoining property

(a) The permittee shall at all times and at permittee's own expense, preserve and protect from injury any adjoining property by providing proper foundations and taking other measures suitable for the purpose. The permittee shall, at permittee's own expense, shore up and protect all buildings, walls, fences or other property likely to be damaged during the progress of the excavation work and shall be responsible for all damage to public or private property resulting from its failure to properly protect and carry out said work.

(b) The permittee shall not remove, even temporarily, any trees or shrubs which exist on public property without having first notified and obtained the consent of the Town Administrator. Whenever it may be necessary for the permittee to trench through any park area, the sod shall be carefully cut and rolled and replaced with live sod after ditches have been backfilled as required in this article.

Sec. 12A.4.6 Prompt completion of work

(a) The permittee shall prosecute with diligence and expedition all excavation and paving replacement as is consistent with high-quality workmanship and materials. Use of water pumps, high-strength concrete and similar techniques is permitted, insofar as possible without sacrifice to the quality of the work. Completion of the job, including replacement of the pavement and cleanup, shall be accomplished within five (5) working days after the right-of-way becomes impassable.

(b) Permittee may only work on Saturday if specifically permitted to do so. For every Saturday on which the contractor chooses to work, one (1) day will be charged to the time permitted by this article. Nothing in this article shall be construed as prohibiting the contractor from working on Saturdays if he so desires. Extensions of time to complete shall only be with the approval of the Town.

Sec. 12A.4.7 Construction requirements

The permittee shall protect the street, alley surface or easement, drainage facilities, adjacent property and all existing improvements from excavated materials, equipment operations and other construction operations. Adequate provisions must be made to minimize inconvenience for

traffic and to adjacent property owners. The following construction requirements shall be met by the permittee:

- (1) Limits of work. Property and easement lines shall be indicated on the plan of excavation submitted to the Town with the application for the excavation permit, and it shall be the permittee's responsibility to confine excavation work within these limits and, if necessary, secure written authorization from adjacent property owners to utilize their property.
- (2) Protection of watercourses. The permittee shall provide for the flow of all watercourses, sewers or drains intercepted during the excavation work and shall replace the same in as good condition as it found them or shall make such provisions for them as the Town may direct. The permittee shall not obstruct the gutter of any street but shall use all proper measures to provide for the free passage of surface water. The permittee shall make provision to remove all surplus water, muck, silt, slickings or other runoff pumped from excavations or resulting from sluicing or other operations and shall be responsible for any damage resulting from its failure to so provide.
- (3) Inspection of work. All work shall be subject to inspection by the Town. The Town shall be notified by the permittee before starting work, before starting backfill, prior to pouring concrete and upon completion of work. The permittee shall not proceed with any further work in each instance without authorization by the Town Administrator.
- (4) Noise, dust and debris. The permittee shall conduct and carry out the excavation work in such a manner as to avoid unnecessary inconvenience and annoyance to the Town and occupants of neighboring property. The permittee shall take appropriate measures to reduce, to the fullest extent practicable in the performance of the excavation work, noise, dust and unsightly debris. During the hours between 10:00 p.m. and 7:00 a.m., and all day on Sundays and holidays, the permittee shall not use, except with the express written permission of the Town or in case of an emergency as defined in section 12A.4.12 any tool, appliance or equipment producing noise of sufficient volume to disturb the sleep or repose of occupants of the neighboring property.
- (5) Preservation of monuments. The permittee shall not disturb any surface monuments or hubs found on the line of excavation work until approved to do so by the Town.
- (6) Maintenance of drawings of underground structures. Users of all subsurface street, alley and easement space in the Town shall maintain accurate drawings and plans showing the location and character of all underground structures. Copies of such plans shall be furnished to the Town as each revision is made.
- (7) Breaking through pavement. Steel reinforcement bars shall be preserved. Existing concrete base shall be removed and replaced a minimum of one (1) foot beyond the trench width. The removal and replacement of portions of existing concrete pavement

shall require breakout grooves to be sawed by the use of an appropriate power-driven concrete saw, subject to the approval of the Town. Where designated locations of breakout fall within (3) feet of tool joints, construction joints or expansion joints, breakout shall be to the existing joint. The grooves shall be cut perpendicular to the surface and shall be sawed to a minimum depth of one and one-half (1-1/2) inches. The concrete shall be sawn down to and around the existing reinforcing bars; the bars shall be bent clear of the excavation but not removed from the concrete.

(8) Jacking, boring or tunneling. Where encasement or carrier pipe is required to be installed under public property by jacking, boring or tunneling methods, the applicant must submit detailed plans for prior approval by the Town. Except for public utilities, the plans must be designed by and display the seal of a professional engineer registered in the State.

(9) Minimum size of cut. On concrete pavement, no horizontal dimension of any cut made for the purpose of installing water or sewer services shall be less than three (3) feet.

(10) Cleanup. As the work progresses, all streets and alleys shall be thoroughly cleaned of all rubbish, excess dirt, mud and other debris. If necessary, the Town may require cleanup to be done by the permittee on a daily basis. All cleanup operations shall be at the expense of the permittee.

(11) Care of excavated material. All material excavated or other materials stored next to trenches and piled adjacent to the trench or in any street shall be piled and maintained in such a manner as not to endanger those working in the trench, pedestrians or users of the streets, and so that as little inconvenience as possible is caused to those using streets, alleys, easements and adjoining property. Where the confines of the area being excavated are too narrow to permit the piling of excavated material beside the trench, or other circumstances should deem it necessary, the Town Administrator shall have the authority to require that the permittee haul the excavated material to a storage site and then rehaul it to the trench site at the time of backfilling. It shall be the permittee's responsibility to secure the necessary permission and make all necessary arrangements for all required storage and disposal sites within the Town.

(12) Utility connections. When the excavation is made by the permittee for the purpose of connecting private sewer or water lines to the Town mains, it shall be the responsibility of the permittee to prepare the trench and expose the main to the satisfaction of the Town. The request for an inspection shall be made for a time that the permittee or his authorized agent will be on the jobsite. Upon approval by the Town, the Town will normally make the connection within twenty-four (24) hours, excluding weekends, holidays and emergency repairs. Backfilling and concrete replacement shall be the responsibility of the permittee.

(13) Repairs. Repairs are to be made as rapidly as is consistent with high-quality workmanship and materials. Use of high-strength concrete and similar techniques is encouraged, insofar as possible without sacrifice of the quality of repair. All concrete replacement procedures, including, but not limited to, backfilling, compaction, reinforcement, inspections and concrete placement, are the responsibility of the bonded concrete contractor.

(14) Trench safety. Any excavation which will exceed a depth of five (5) feet shall meet all current OSHA safety standards and any applicable Town ordinances.

(15) Backfilling.

Backfill will be in accordance with the permit requirements and Town standards.

(16) Replacement of pavement. The existing pavement shall be sawed in accordance with subsection (7) herein and removed to a line at least twelve (12) inches back from the firm banks of the trench. The backfill shall be brought up to the elevation of the existing subgrade and satisfactorily densified in accordance with subsection (15) herein. Reinforcement shall be no. 3 steel bars on twelve-inch centers, both directions. New reinforcement shall be tied to existing steel exposed during removal or shall be dowelled eight (8) inches into the existing concrete base. Reinforcing bars shall be lapped eighteen (18) inches on splices. The concrete pavement shall be replaced with 3500 psi concrete of not less than five (5) sacks of cement per cubic yard and match the finish and thickness of the existing pavement but not less than six (6) inches thick. Concrete shall be brush finished. The Town shall have the right to require testing to determine concrete strength, and such testing shall be at the expense of the bonded concrete contractor.

(17) Concrete base. The existing pavement shall be removed and compacted in accordance with the above specifications, and the concrete base shall be replaced in accordance with above specifications to a line one and one-half (1-1/2) inches below the asphaltic concrete surface of the street. Concrete shall cure for a minimum of four (4) days before placing asphalt.

(18) Asphalt. Surface pavement shall consist of type D hot-mix asphaltic concrete unless otherwise specified by the Town. Asphalt shall be placed at a minimum temperature of two hundred fifty (250) degrees and shall be immediately compacted and rolled to obtain maximum density. The roller shall be a self-propelled, flat-wheel roller and shall produce a uniform surface with no deviation in excess of one quarter (1/4) inch per foot, as measured with a straight edge.

Sec. 12A.4.8 Final cleanup

Immediately upon completion of the work authorized, the permittee shall remove from the work area all unused material, dirt, rock, debris and loose concrete. The entire work area shall be thoroughly washed down, broom cleaned and usable. Upon failure to do so within twenty-four

(24) hours after having been notified by the Town, said work may be done by the Town and the cost thereof charged to the permittee, and the permittee shall also be liable for the cost thereof under the surety bond provided hereunder. Excavations in easements will be graded to provide for drainage.

Sec. 12A.4.9 Town's right to restore surface

If the permittee fails to restore all surfaces to their original and proper condition upon the expiration of the time fixed by such permit or shall otherwise have failed to complete the excavation work covered by such permit, the Town reserves the right to do all work necessary to restore surfaces and to complete the excavation work. The permittee shall be liable for the actual cost thereof plus fifteen (15) percent of such cost for general overhead and administrative expenses. The Town shall have a cause of action against the permittee for all fees, expenses and amounts paid out and due it for such work. The Town shall also enforce its rights under the permittee's surety bond provided pursuant to this article.

Sec. 12A.4.10 Applicability to work by Town, Town contractors and utility companies

The provisions of this article shall not be applicable to excavation work performed by the Town and its employees. Any contractor of the Town, performing work for or in behalf of the Town necessitating openings or excavations on public property, shall comply with this article unless the Town, in writing, waives compliance with the requirements of this article upon terms and conditions it deem necessary.

Sec. 12A.4.11 Unlawfully damaging utility lines

It shall be unlawful for any person to injure, deface, or destroy unlawfully, willfully or maliciously any pipes, cables or lines belonging to the Town or public utilities, including, but not limited to, water, sewer, gas, electric, telephone and cable television.

Sec. 12A.4.12 Emergency work

Nothing in this article shall be construed to prevent emergency excavation on public property when the same is necessary for the preservation of life or property. However, no emergency repair shall be done without immediately notifying the Town Administrator. If such emergency occurs at night, or on weekends or holidays, such notification shall be directed to the Town Department of Public Safety before work is done. Thereafter, it shall be necessary to obtain a permit from the Town Administrator on the earliest working day immediately following such emergency.

ARTICLE V – EXEMPTION PROCESS

Sec. 12A.5.1. Administrative Hearing – Request for Exemption

(A) Should any person utilizing or proposing to utilize the right-of-way desire to request an exemption from a specific standard set forth in this Chapter, and section 12A-26 is not

applicable, the person may request an Administrative Hearing before a Board of Appeals. The Zoning Board of Adjustment shall act as the Board of Appeals for a Request for Exemption under this Chapter.

(B) Any person requesting an exemption from any of the requirements shall file such a request with the Town Administrator within fifteen (15) calendar days from the time that need for an exemption arose. If an exemption is requested prior to construction, the request should be submitted prior to filing for a permit.

(C) An exemption shall only be granted if:

- (1) Such exemption is not contrary to the public interest;
- (2) Such exemption will not increase the burden on the right-of-way or other right-of-way users;
- (3) Such exemption shall not increase the right-of-way management or administrative duties for Town staff;
- (4) The exemption shall fit within the spirit of this Article; and
- (5) The application of the ordinance in the particular circumstances would create an unnecessary hardship.

(D) It shall take an affirmative vote of four (4) members of the Board to grant the exemption.

SECTION 4: That, nothing in this ordinance shall be construed to affect any prosecution currently pending, or any suit or proceeding currently proceeding in any Court, or any rights acquired or any liability incurred, or any cause or causes of action acquired or existing, under any act or prior ordinance, nor shall any legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 5. That, the Code of Ordinances of the Town of Highland Park, Texas, shall remain in full force and effect, except as amended here.

SECTION 6: That, any person violating any provision of this Chapter may be issued a citation and upon conviction thereof, the person shall be deemed guilty of a misdemeanor and punished as provided in subsection 1.01.009 of the Code of Ordinance of the Town of Highland Park. Each 24-hour period of violation, and each separate act or condition in violation of this Chapter, shall constitute a separate offense.

SECTION 7: That, it is hereby declared to be the intention of the Town Council of the Town of Highland Park, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the Town Council of the Town of Highland Park without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 8: That, this ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS 28th DAY OF AUGUST 2017.

APPROVED AS TO FORM:

APPROVED:

Matthew C.G. Boyle
Town Attorney

Joel T. Williams, III
Mayor

ATTEST:

Gayle Kirby
Town Secretary



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: August 8, 2017

Department: Department of Public Safety

Director: Rick Pyle

TITLE

Review and discuss interlocal agreements with the City of University Park for the Drug Abuse Resistance Education and the School Resource Officer programs.

BACKGROUND

The City of University Park has sponsored the Drug Abuse Resistance Education ("DARE") program in the Highland Park Middle School since 1994. In 2004, the Town entered into interlocal agreements to pay 25% of the cost for a DARE officer at the Highland Park Middle School, and 25% of the cost for a School Resource Officer (SRO) at the Highland Park High School. These agreements have been renewed annually since that time. Approximately 25% of the students in the Highland Park Independent School District ("HPISD") are residents of Highland Park, which is the basis for the 25% cost sharing, even though both of the schools that host these programs are located entirely in the City of University Park.

The Department of Public Safety has endorsed, and the Town Council has supported, both the DARE and SRO programs since 2004. The City of University Park has again requested that the Town continue to support 25% of the cost for these programs.

RECOMMENDATION

The Department of Public Safety supports having police officers in the Middle School and the High School, whether the officer serves the function of a DARE officer or an SRO. They are a vital school/community/law enforcement link for public safety education, communication, intelligence, enforcement, and critical first response in cases of school violence. The Department of Public Safety recommends approval of these interlocal agreements.

FINANCIAL IMPACT

The Town's 25% share for the HPISD DARE program in the 2017-18 school year is \$22,868.88. The Town's 25% share for the HPISD SRO program in the 2017-18 school year is \$22,344.15. Both of these costs are fully funded in the Fiscal Year 2017-18 Combined Budget.

ATTACHMENTS:

File Name	Description
2017-18_DARE_Agreement.pdf	2017-18 Dare Agreement
2017-18_SRO_Agreement.pdf	2017-18 SRO Agreement

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**INTERLOCAL COOPERATION AGREEMENT
FOR JOINT PROVISION OF POLICE SERVICES**

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into on this 20th day of June 2017, by and between the City of University Park, Texas (hereinafter referred to as "CITY"), acting by and through its Mayor or his designee, and the Town of Highland Park, Texas (hereinafter referred to as "TOWN"), and acting by and through its Mayor or his designee.

WITNESSETH:

WHEREAS, the Texas State Legislature has authorized the use of interlocal cooperation agreements between and among governmental entities for the provision of governmental services and functions; and

WHEREAS, this Interlocal Cooperation Agreement is made under the authority granted by and pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, and as otherwise provided herein, relative to the joint authorization by CITY and TOWN to provide certain police services.

WHEREAS, the governing bodies find that the performance of this agreement is in the common public interest of both parties, and that the services provided pursuant hereto benefit the citizens of the CITY and the TOWN; and

WHEREAS, the parties, in expending funds in the performance of the governmental functions or in performing such governmental functions under this Agreement, shall make payments therefor only from current revenues legally available to such party;

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements contained herein, the parties hereto do hereby agree as follows:

I

AGREEMENT

A. The CITY and TOWN agree, under the terms and conditions provided herein, and with consent of the Highland Park Independent School District, to share the cost of provision of the police personnel, salary and benefits, equipment and supplies, necessary for presentation of the Drug Abuse Resistance Education (D.A.R.E.) program at the Highland Park Intermediate School/McCulloch Middle School for the 2017-2018 school year.

B. The CITY will employ and furnish an appropriately trained and experienced police officer of its Department to conduct the D.A.R.E. program during the term hereof. The total estimated cost for provision of the program during the term of the 2017-2018 school year is \$91,475.50, plus incidental expenses such as travel expenses, promotional items, and materials. The parties agree that the CITY will pay 75% of the total cost for provision of the program and the TOWN will pay 25% of such cost for the term hereof. The CITY will advance and pay all such cost as it accrues and the TOWN will reimburse the CITY for its 25% share upon receipt of a statement from the CITY therefor, which statement will be rendered on or before June 30, 2018 and be payable in full on or before August 15, 2018.

II

GENERAL REQUIREMENTS APPLICABLE TO TOWN AND CITY

The following subparagraphs shall apply to this Agreement:

A. (1) IMMUNITY: Nothing in this Agreement shall be construed to affect, alter, or modify the sovereign immunity of either party under the Texas Civil Practice and Remedies Code §§101.001 et seq. It is expressly understood and agreed that in the execution of this Agreement, neither CITY nor TOWN waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of its governmental powers and functions.

(2) INSURANCE: During the term of this Agreement, and any extensions thereof, CITY agrees to obtain and maintain, as part of the cost of providing the services described herein, general liability insurance naming TOWN as an additional insured to protect against potential claims arising out of the CITY's provision of the service. The CITY shall furnish TOWN with a certificate of insurance in accordance with this paragraph within sixty (60) days from the date of execution of this Agreement. Nothing contained herein shall be construed to grant any third party rights or waive the governmental and/or public purpose of the provision of the police service described in this Agreement. TOWN may also have its own insurance, at its own expense, for any liability for such services, if it so chooses.

B. THIRD PARTIES: This Agreement does not create any third-party beneficiaries. Nothing in this Agreement shall be construed to create, expand or form a basis for liability to any third party under any theory of law against either the CITY or TOWN unless such a basis exists independent of this Agreement under State or federal law.

C. NOTICE: Each notice or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered personally during the normal business hours of the party to whom such communication is directed, or upon receipt when sent by United States registered or certified mail, return receipt requested, postage prepaid, to the appropriate one of the following addresses as may be designated by the appropriate party; however, each party

has a right to designate a different address by giving the other party fifteen (15) days prior written notice of such designation:

If to TOWN:

Mayor
Town of Highland Park
4700 Drexel Drive
Highland Park, Texas 75205

If to CITY:

Mayor
City of University Park
3800 University Blvd.
University Park, Texas 75205

D. MANAGEMENT AUTHORITY During the term of this Agreement, and any extensions thereof, CITY agrees to provide adequate supervision and training of the police officer assigned to provide the D.A.R.E. program. The CITY shall perform and exercise all rights, duties and functions and services in compliance with all applicable Federal, State and local laws and regulations.

E. ACCOUNTABILITY: CITY agrees to furnish upon the request of TOWN copies of reports of daily activity submitted by the police officer assigned as the D.A.R.E. officer. CITY also agrees to furnish upon the request of TOWN any and all aggregate or statistical information created by CITY to document, track, or report activities of the police officer assigned as the D.A.R.E. officer.

F. CLAIMS AGAINST PARTIES: Each party shall be responsible for defending and/or disposing of all causes arising against the respective party as a result of this program. It is expressly understood and agreed that in the execution of this contract, neither CITY nor TOWN waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.

G. TERM: The term of this Agreement shall be for the 2017-2018 school year commencing on the first day of the Fall school term, 2017.

H. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

I. SEVERABILITY: In case any one (1) or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and

this Agreement shall be construed as if such invalidity, illegality or unenforceable provision had never been contain herein.

J. AUTHORITY: The undersigned officers and/or agents are authorized to execute this contract on behalf of the parties hereto, and each party hereto certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

III

TERMINATION

Either party, or the Highland Park Independent School District, may terminate this Agreement with or without cause, by giving prior written notice of the date of termination to the other party, as provided herein.

IV

REMEDIES

No right or remedy granted 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 Agreement 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 Agreement.

V

APPLICABLE LAW

This Agreement is governed by the laws of the State of Texas and venue of any action brought to enforce the terms hereof shall lie exclusively in Dallas County, Texas.

VI

RECITALS

The recitals to this Agreement are incorporated herein for all purposes.

VII


EXECUTION

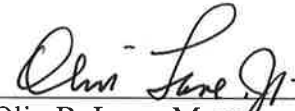
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Duplicate originals executed by the parties to be effective on the date first written above.


ATTEST:

CITY OF UNIVERSITY PARK, TEXAS

By: 
City Secretary

by: 
Olin B. Lane, Mayor

APPROVED AS TO FORM:


City Attorney

ATTEST:

TOWN OF HIGHLAND PARK, TEXAS

By: _____
Town Secretary

by: _____
Joel T. Williams III, Town Mayor



APPROVED AS TO FORM:

Town Attorney

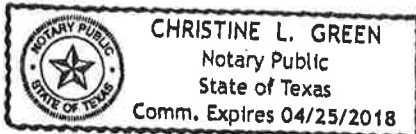
ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

City Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Olin B. Lane known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of University Park, a municipal corporation of Dallas County, Texas, and as the Mayor thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of June 2017.



My Commission Expires:

Christine L. Green

Notary Public, State of Texas

Christine L. Green

Notary's Printed Name

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Town Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Joel T. Williams III known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the Town of Highland Park, a municipal corporation of Dallas County, Texas, and as the Mayor thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____ 2017.

My Commission Expires:

Notary Public, State of Texas

Notary's Printed Name

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**INTERLOCAL COOPERATION AGREEMENT
FOR JOINT PROVISION OF POLICE SERVICES**

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WITNESSETH:

WHEREAS, the Texas State Legislature has authorized the use of interlocal cooperation agreements between and among governmental entities for the provision of governmental services and functions; and

WHEREAS, this Interlocal Cooperation Agreement is made under the authority granted by and pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, and as otherwise provided herein, relative to the joint authorization by CITY and TOWN to provide certain police services.

WHEREAS, the governing bodies find that the performance of this agreement is in the common public interest of both parties, and that the services provided pursuant hereto benefit the citizens of the CITY and the TOWN; and

WHEREAS, the parties, in expending funds in the performance of the governmental functions or in performing such governmental functions under this Agreement, shall make payments therefor only from current revenues legally available to such party;

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements contained herein, the parties hereto do hereby agree as follows:

I

AGREEMENT

- A. The CITY and TOWN agree, under the terms and conditions provided herein, and with consent of the Highland Park Independent School District, to share the cost of provision of the police personnel, salary and benefits, equipment and supplies, necessary for implementation of the School Resource Officer (SRO) program at the Highland Park High School for the 2017-2018 school year.
- B. The CITY will employ and furnish an appropriately trained and experienced police officer of its Department for the SRO position during the term hereof. The total estimated cost for

provision of the program during the current term of this Agreement is \$89,376.59, plus incidental expenses such as travel expenses, promotional items, and materials. The parties agree that the CITY will pay 75% of the cost of provision of the program, and the TOWN will pay 25% of such cost for the term hereof. The CITY will advance and pay all such costs as they accrue and the TOWN will reimburse the CITY for its 25% share upon receipt of a statement from the CITY therefor, which statement will be rendered on or before June 30, 2018 and be payable in full on or before August 15, 2018.

II

GENERAL REQUIREMENTS APPLICABLE TO TOWN AND CITY

The following subparagraphs shall apply to this Agreement:

- A. (1) **IMMUNITY:** Nothing in this Agreement shall be construed to affect, alter, or modify the sovereign immunity of either party under the Texas Civil Practice and Remedies Code §§101.001 et seq. It is expressly understood and agreed that in the execution of this Agreement, neither CITY nor TOWN waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of its governmental powers and functions.
- (2) **INSURANCE:** During the term of this Agreement, and any extensions thereof, CITY agrees to obtain and maintain, as part of the cost of providing the services described herein, general liability insurance naming TOWN as an additional insured to protect against potential claims arising out of the CITY's provision of the service. The CITY shall furnish TOWN with a certificate of insurance in accordance with this paragraph within sixty (60) days from the date of execution of this Agreement. Nothing contained herein shall be construed to grant any third party rights or waive the governmental and/or public purpose of the provision of the police service described in this Agreement. TOWN may also have its own insurance, at its own expense, for any liability for such services, if it so chooses.
- B. **THIRD PARTIES:** This Agreement does not create any third-party beneficiaries. Nothing in this Agreement shall be construed to create, expand or form a basis for liability to any third party under any theory of law against either the CITY or TOWN unless such a basis exists independent of this Agreement under State or federal law.
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If to TOWN:

Mayor
Town of Highland Park
4700 Drexel Drive
Highland Park, Texas 75205

If to CITY:

Mayor
City of University Park
3800 University Blvd.
University Park, Texas 75205

- C. MANAGEMENT AUTHORITY: During the term of this Agreement, and any extensions thereof, CITY agrees to provide adequate supervision and training of the police officer assigned to be the SRO. The CITY shall perform and exercise all rights, duties and functions and services in compliance with all applicable Federal, State and local laws and regulations.
- E. CLAIMS AGAINST PARTIES: Each party shall be responsible for defending and/or disposing of all causes arising against the respective party as a result of this program. It is expressly understood and agreed that in the execution of this contract, neither CITY nor TOWN waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.
- F. TERM: The term of this Agreement shall be for the school year commencing on the first day of the Fall school term, 2017.
- G. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.
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APPLICABLE LAW

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RECITALS

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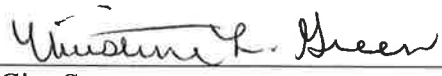
VII

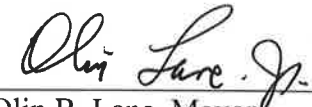
EXECUTION

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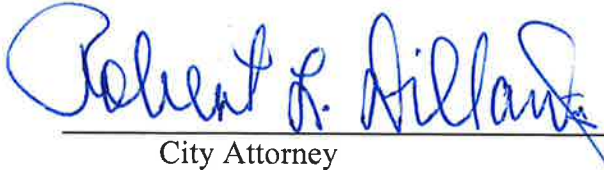
ATTEST:

CITY OF UNIVERSITY PARK, TEXAS

By: 
City Secretary

by: 
Olin B. Lane, Mayor

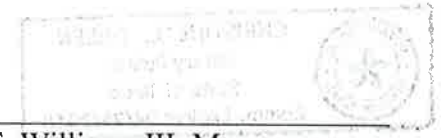
APPROVED AS TO FORM:


City Attorney

ATTEST:

TOWN OF HIGHLAND PARK, TEXAS

By: _____
Town Secretary

by: 
Joel T. Williams III, Mayor

APPROVED AS TO FORM:

Town Attorney

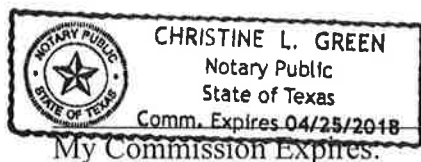
ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
COUNTY OF DALLAS §

City Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Olin B. Lane known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of University Park, a municipal corporation of Dallas County, Texas, and as the Mayor thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of June 2017.



Christine L. Green
Notary Public, State of Texas

Christine L. Green
Notary's Printed Name

THE STATE OF TEXAS §
COUNTY OF DALLAS §

Town Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Joel T. Williams III, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the Town of Highland, a municipal corporation of Dallas County, Texas, and as the Mayor thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____ 2017.

My Commission Expires:

Notary Public, State of Texas

Notary's Printed Name



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: August 22, 2017

Department: Fiscal & Human Resources

Director: Steven J. Alexander

TITLE

Review and discuss awarding the Town's employee health insurance plan to Cigna and the dental insurance plan to United Health Care.

BACKGROUND

Over the last few months, the staff has worked with IPS Advisors to seek proposals for wellness benefits offered to the Town's employees.

The employees have been generally pleased with Blue Cross Blue Shield ("BCBS"), which has completed its third year as the Town's healthcare provider. The Requests for Proposals ("RFP") process resulted in BCBS proposing an aggregate increase of 24.9% for all plans offered; Cigna proposed an aggregate increase of 18.9%. Following further discussions, Cigna was able to present a narrow network plan option, known as Local Plus, for the Town to offer its employees, resulting in an overall increase of 16.6%.

Working with IPS Advisors and Cigna, staff proposes to provide four plan options to employees for the next fiscal year. One of the proposed plans is a Preferred Provider Organization ("PPO"), which the Town currently offers. This plan will only be offered for the next year, and only to those employees currently utilizing this plan. The employees will be informed that this plan will only be available for Fiscal Year 2017-18, and that they will need to prepare to transition to one of the available Health Savings Account ("HSA") plans in the following fiscal year.

The other three plans being proposed are HSA plans. Employees would have the option to choose to continue their current HSA plan through Cigna, with an average increase in monthly premiums of 50.16% for those employees choosing to carry dependents on their plan. This plan is referred to by Cigna as an Open Access Plan ("OAP"), which offers a broader network of providers. Alternatively, employees will have the option to choose an HSA plan that offers lower monthly premiums, but more out-of-pocket expenses, and a 90/10 coinsurance arrangement. This plan is also an OAP, much like the current plan; however, the average increase is 29.26%. Finally, employees would have the option to choose Cigna's Local Plus option, which is also an HSA plan, but provides access to a narrow healthcare network. All benefits are provided "in network," but the level of coverage (deductibles, coinsurance, out-of-pocket maximums) remains the same as the current BCBS HSA plan, and the increase in the monthly insurance premiums is limited to 13.62%.

United Health Care, the Town's current dental insurance carrier, presented a 3.8% aggregate increase over current rates, due to the loss ratio exceeding 100%. Overall, this is an increase of \$3,250. There are no plan design changes proposed for the employee dental insurance plans. It should be noted that the Town employees fund the bulk of the dental premiums.

RECOMMENDATION

The staff recommends awarding the Town's employee health insurance plan to Cigna and the employee dental insurance plan to United Health Care.

FINANCIAL IMPACT

The Local Plus HSA Plan will be the base plan offered to employees, and the contributions made by the Town will be based on this plan. As a result, the Town will incur an increase of approximately 13% in costs related to employee health insurance.

The Town's cost to provide the proposed employee health and dental benefits for Fiscal Year 2017-2018 is anticipated to be \$1,665,409, and will be incorporated into the Proposed Budget.

ATTACHMENTS:

File Name	Description
IPS_Health_Insurance_Recommendation.doc	IPS Advisors Recommendation

TOWN OF HIGHLAND PARK RFP & Renewal Recap

Fully Insured Medical

Changing vendors from Blue Cross Blue Shield to Cigna is recommended for the 2017-2018 plan year with a +14% increase to total rates.

IPS Advisors released a medical request for proposal (RFP) this year due to Blue Cross Blue Shield (BCBS) presenting a +24% increase to rates. The increase was attributed to high volatility in claims spend over the last 12 months. Due to unfavorable claims spend BCBS was not able to provide a competitive quote this year. Other vendors such as Texas Municipal League and United Healthcare were not competitive due to pricing and plan design changes.

Cigna presented a four plan option that is +14% above current total rates. It is recommended that the Town offer the current plan options in place today (PPO & HSA), but also offer two additional HSA options which are more cost efficient.

One new HSA option will offer the current HSA plan of benefits; however employees will not have access to out of network providers. Employees will be driven to in-network facilities to control spend with high proficient providers. If an employee chooses to go out of network, they would be responsible for 100% of the cost. The other new HSA option will include a higher out of pocket maximum than what's in currently in place today. This plan is considered an IPS "benchmark" plan in the municipal market.

IPS Advisors is recommending the Town to fund 100% of the employee only plan for the most cost effective HSA option (Local Plus). In addition, it is recommended to continue the \$2,500 per employee contribution to the HSA account for employee only.

2017-2018 Total Rates:

HSA Renewal	HSA Renewal	% Difference from current
Employee	\$646.10	23%
EE + Spouse	\$1,356.82	23%
EE + Child(ren)	\$1,277.60	23%
EE + Family	\$2,002.92	23%

HSA Local Plus Option	HSA Local Plus Option	% Difference from current HSA
Employee	\$595.88	14%
EE + Spouse	\$1,251.36	14%
EE + Child(ren)	\$1,132.18	14%
EE + Family	\$1,847.24	14%

HSA Low Option	HSA Low Option	% Difference from current HSA
Employee	\$617.38	18%
EE + Spouse	\$1,296.51	18%
EE + Child(ren)	\$1,173.03	18%
EE + Family	\$1,913.88	18%

PPO Renewal	PPO Renewal	% Difference current
Employee	\$828.03	5%
EE + Spouse	\$1,738.86	5%
EE + Child(ren)	\$1,573.26	5%
EE + Family	\$2,566.90	5%

Fully Insured Dental – United Health Care

It is recommended for the Town of Highland Park to renew with United Healthcare with a +4% increase for the 2017-2018 plan year with a 1 year rate guarantee. Because the dental plan is running above a 100% loss ratio (claims/premium), competing carriers were not able to provide competitive quotes this year. This will be the second straight year the Town has contracted with UHC for dental services.

Flexible Spending Account / COBRA – Flores & Associates

The Town currently administers Flexible Spending Accounts (FSA) and COBRA in house today. Due to liability concerns it is recommended that the Town contracts with Flores & Associates to administer these two programs externally.

Flores & Associates have guaranteed rates for 5 years.

Life/Disability – Dearborn National

The Life and Disability insurance is currently in a rate guarantee until 10/1/18. No changes are recommended at this time.

Vision – Davis Vision

The Vision insurance is currently in a rate guarantee until 10/1/18. No changes are recommended at this time.



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: August 22, 2017

Department: Department of Public Safety

Director: Rick Pyle

TITLE

Review and discuss a report of various police and municipal court work as part of the Town's 21st Century Policing Initiative.

BACKGROUND

With the release of the President's Task Force on 21st Century Policing and the corresponding discussion of constitutional policing, a work plan (the "Plan") was developed to lead the Town in continuing its work toward transparency, public engagement, and professionalism.

The Plan was presented to the Town Council on February 22, 2016. The initiatives of the Plan are a proactive response to the national dialogue following events involving community and police relations that have taken place throughout the United States. These events prompted the staff's conversation regarding the strengthening of community and police-court relations for Highland Park, while providing an opportunity to identify further opportunities for the police and municipal court operations.

RECOMMENDATION

This item is provided as an opportunity for the Town Council to review the work and progress made by staff regarding the 21st Century Policing Initiative and provide guidance to the staff going forward.

FINANCIAL IMPACT

None.

ATTACHMENTS:

File Name

Description

No Attachments Available



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: August 22, 2017

Department: Town Services

Director: Ronnie Brown

TITLE

Review and discuss various options for the residential collection of household hazardous waste.

BACKGROUND

On June 20, 2017, the Town Council reviewed and discussed the possibility of initiating a Residential Household Hazardous Waste Collection Program ("the Program"). The goal of the Program is to improve convenience to the resident and thereby increase participation, in order to more easily dispose of household chemicals. The staff, with the assistance of its solid waste consultant, developed a request for bids for residential collection services for the Program. Two bids were reviewed on June 1, 2017, with an additional company submitting a letter declining to submit a bid. Waste Management submitted the lowest and best bid in the amount of \$0.94 per home, per month. The Town Council reviewed the Waste Management proposal at its Study Session on June 20, 2017. Following a discussion, the Town Council offered alternatives and asked the staff to investigate other more convenient options.

The staff investigated several municipal household hazardous waste collection programs. The Cities of Plano, Allen, McKinney, and Frisco, provide weekly residential household hazardous waste collection in Collin County. The Town of Addison provides residential household hazardous waste collection for its residents and transports the materials to the Dallas County Household Chemical Collection Center located at 11234 Plano Road, in Dallas. Due to the federal and State hazmat training and reporting requirements necessary to collect and transport household hazardous waste, Town staff began to look for a qualified contractor to provide this service to Highland Park residents. The Town's current street sweeping contractor, Moore Disposal, has the trained personnel to provide this service. Moore Disposal has expressed an interest in assisting the Town with the residential collection of household hazardous waste.

The following options have been identified for the Town Council's consideration:

Option #1

Continue the current program with the Dallas County Household Hazardous Waste Network, where residents voluntarily take their household hazardous waste to the Dallas County Chemical Collection Center located at in Dallas. The annual cost of the program is \$12,500.

Option #2

Discontinue the current program with the Dallas County Household Hazardous Waste Network and award a service contract to Waste Management for the "At Your Door" collection program.

- Resident would call or email Waste Management to set up a collection.
- Waste Management would mail a large plastic bag and collection instructions to the resident.
- Waste Management would collect, transport and process the residential household hazardous waste.

The annual cost for the "At Your Door" collection program is \$0.94/home per month at an estimated annual cost of \$35,000.

Option 3

Contract with a qualified vendor to collect and transport residential household hazardous waste to the Dallas County Chemical Collection Center in Dallas:

- Resident would call or email the Town to request a collection.
- The Town would coordinate with the collection service in the form of a work order.
- The vendor would collect, on a weekly basis, the residential household hazardous waste and transport it to the Dallas County Chemical Collection Center.
- The Dallas County Household Hazardous Waste Network would continue to bill the Town on a monthly basis for each residential collection.
- Residents would still have the option to voluntarily take their household hazardous waste materials directly to the Dallas County Chemical Collection Center at no charge.
- If directed by the Town Council, the Town could charge a nominal convenience fee of \$2.00 to the resident for the vendor to collect and transport the household hazardous waste materials.

The estimated annual cost for the vendor to collect and transport the residential material to the Dallas County Chemical Collection is \$12,600. Additionally, the Town would continue to pay the Dallas County Household Hazardous Waste Network \$12,500 for the processing and disposal of household hazardous waste.

RECOMMENDATION

Pending the direction given by the Town Council, staff will proceed with the final development of a more convenient program for the residential collection of household hazardous waste.

FINANCIAL IMPACT

The FY 2018 Budget has \$40,000 allocated to the Household Hazardous Waste Program to provide direct service for Town residents.

ATTACHMENTS:

File Name	Description
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No Attachments Available



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: August 22, 2017

Department: Fiscal & Human Resources

Director: Steven J. Alexander

TITLE

Review and discuss the Proposed Budget and Capital Improvement Plan for Fiscal Year 2017-18.

BACKGROUND

According to the Town Charter, each year the Town Administrator is required to submit a proposed budget for the ensuing fiscal year not later than thirty (30) days prior to the end of the current fiscal year to the Town Council for its review, consideration, and revision if desired. The Council shall call a public hearing or hearings on the budget. The Council may adopt the budget with or without amendment. In amending the budget, it may add or increase programs or amounts and may delete or decrease any programs or amounts, except expenditures required by law, or for debt service, or for estimated cash deficit, provided that no amendment to the budget shall increase the authorized expenditures to an amount greater than the total of estimated income plus funds available from prior years.

The budget ultimately adopted by the Council must set forth the appropriations for services, functions, and activities of the various Town departments and agencies, and shall meet all fund requirements provided by law. If a budget is not adopted by the 15th day of September, the amounts appropriated for the current fiscal year shall be deemed adopted for the ensuing fiscal year on a month-to-month basis, with all items in it prorated accordingly until such time as a budget for the ensuing fiscal year is adopted. The levy of property tax will be set to equal the total current fiscal year tax receipts, unless the ensuing fiscal year budget is approved by September 15th of the current fiscal year.

This item is presented as an opportunity for the Town Council and staff to further discuss the Proposed Budget.

The Proposed Budget was presented to the Town Council on August 8, 2017. The Town Council is scheduled to consider approval of the Proposed Budget at its meeting on September 11, 2017.

RECOMMENDATION

This item is presented for discussion only; no action is required at this time.

FINANCIAL IMPACT

None at this time.

ATTACHMENTS:

File Name

Description

No Attachments Available

