

AGENDA

**FLOWER MOUND TOWN COUNCIL REGULAR MEETING;
TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION,
AND EMERGENCY MEDICAL SERVICES DISTRICT SPECIAL MEETING;
AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING**

9/3/2019

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

6:00 P.M.

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

Please silence or turn off all electronic devices in Jody Smith Hall

A. CALL MEETING TO ORDER

B. INVOCATION

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

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

D. PUBLIC COMMENT

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

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

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

E. PRESENTATIONS

1. Texas Police Chiefs Association Recognition Program Presentation

F. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

G. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects
3. Explanation of 65th percentile (market adjustments)

**Town Council Meeting Agenda
September 3, 2019
Page 2**

H. FUTURE AGENDA ITEMS

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

I. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, September 16.

J. CONSENT ITEMS

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

1. Minutes 8/19- Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting on August 19, 2019.
2. Vehicle Purchase- Consider approval of the purchase of a new Ford Transit Van with camera equipment per Vendor Specifications/Quotes from Silsbee Ford and CLS-Cues Equipment for Special Equipment for Public Works - Utility Line Maintenance Division in the amount of \$109,129.00.
3. STEP Grant- Consider approval of a resolution accepting the STEP Comprehensive Grant from the Texas Department of Transportation, execution of an agreement with TxDOT, and authorization for Sgt. Steven Strickland to enter into an agreement on behalf of the Town.
4. Fire Station Alerting System- Consider approval of the purchase and installation of a fire station alerting system in the amount of \$358,306.46.
5. Construction Public Rights-Of-Way- Consider approval of an Ordinance amending Chapter 14, "Buildings and Building Regulations," Article XII, "Construction within public Rights-Of-Way," Division 2, "Registration and Permit," Section 14-472, "Construction Permits," of the Code of Ordinances, of the Town of Flower Mound, Texas, by requiring permit fees for permits issued for construction in the public Rights-of-way.
6. Amending Small Cell Sites- Consider approval of an Ordinance amending Chapter 14, "Buildings and Building Regulations," Article XII, "Construction within public Rights-Of-Way," Division 5, "Network Nodes and Node support Poles;" section 14-507, "conformance with the Town's public rights-of-way ordinance," of the code of ordinances of The Town of Flower Mound, Texas.
7. Amend Appendix A "Fee Schedule,"- Consider approval of an Ordinance amending Appendix A "Fee Schedule," referenced in Chapter 14, "Buildings and Building Regulations," "Section 14-471, "Public Rights-of-Way Registration fee and Section 14-472 Construction (ROW) Permit fees," of the code of ordinances of The Town of Flower Mound, Texas, by adding a registration fee for rights-of-way contractors and a permit fee for right-of-way permits; and a new fee schedule to allow for notary services charges.
8. Code of Ordinances Amendment- Consider approval of an ordinance amending Chapter 34, "Environment," by creating Article X, "Fats, Oils, and Grease," of the Code of Ordinances of the Town of Flower Mound, Texas, to: regulate, capture and dispose of fats, oils, and grease; require installation and maintenance of traps or interceptors to prevent fats, oils, and grease from entering treatment works.

Town Council Meeting Agenda
September 3, 2019
Page 3

9. Signal Parts Contract- Consider approval of the purchase of traffic signal heads and parts, in the estimated annual amount of \$125,000.00, from Consolidated Traffic Control, through the HGAC contract.

K. REGULAR ITEMS

10. Tax Rate- **Public Hearing** (2 of 2) to consider a tax rate of \$0.4390 per \$100 assessed valuation.

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

Pre-Council Room

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

M. CLOSED MEETING

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

- a. Consultation with Attorney.

1. Dockless Scooters

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

- b. Discuss and consider purchase, exchange, lease or value of real property for parks, cultural arts center and/or other municipal purposes and all matters incident and related thereto.
- c. Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: **Board of Adjustment/Oil & Gas Board of Appeals**, Community Development Corporation, and Planning and Zoning Commission.
- d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, senior housing, hospitality projects, and performance related to certain incentive agreements.

N. RECONVENE TO REGULAR MEETING

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

**Town Council Meeting Agenda
September 3, 2019
Page 4**

O. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: August 30, 2019, at 3:30 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

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



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: August 19, 2019

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting on August 19, 2019.

BACKGROUND INFORMATION: The Town Council held a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting on August 19, 2019.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure/(Revenue):

Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

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

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 19, 2019**PAGE 1**

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING; TOWN OF FLOWER MOUND FIRE CONTROL; PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT SPECIAL MEETING; AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING HELD ON THE 19TH DAY OF AUGUST 2019, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

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

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

Steve Dixon	Mayor
Sandeep Sharma	Mayor Pro Tem
Claudio Forest	Deputy Mayor Pro Tem
Jim Pierson	Councilmember Place 1
Ben Bumgarner	Councilmember Place 3
Jim Engel	Councilmember Place 4

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Lexin Murphy	Director of Planning Services
Kay Wilkinson	Budget Officer
Tammy Wilson	Executive Director of Financial Services
Jaime Jaco-Cooper	Senior Center Manager
Eric Greaser	Fire Chief
Jeff King	Assistant Fire Chief/Operations
Brian Walthenburg	Assistant Director of Engineering

A. CALL REGULAR MEETING TO ORDER

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

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

Chaplain Will Langstaff gave the invocation and Mayor Dixon led the pledges.

D. PRESENTATIONS

1. CoServ check presentation

Tracee Elrod, Manager of Community Support/Relations, CoServ, presented the Town with a check in the amount of \$95,491.56 for the CoServ Capital Credit Retirement.

2. Proclamation for National Senior Center Month

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 19, 2019**PAGE 2**

Ms. Jaco-Cooper provided background information about the senior program and Mayor Dixon recited and presented her with the Proclamation.

3. Presentation regarding Mutual Aid Services provided by the Town

Chief Greaser gave a presentation identifying or noting:

- Benefits of mutual aid to the Town
- Council strategic goals
- Types of aid
- Local and regional mutual aid
- Statute and legal parameters regarding providing mutual aid
- Reimbursements the Town has received relative to response and deployment by the Town

and he responded to the following questions from Council:

- Council interest in getting a copy of the presentation
- Suggestion to put the presentation on the Town's website

E. PUBLIC COMMENT

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

	Speaker names and address	Subject (as written on the form)
1.	Mike Liles, 4325 Thames Ct	First Responders Appreciation Luncheon
2.	Don McDaniel, 3801 Hide A Way Ln	Blood Drive
3.	Kathy OKeefe, 3004 Oxford Ct	Just Breathe Program
4.	John Cashman, 2101 Lake Lugano	Bella Lago Park
5.	Joe G. Roach, 4993 Lusk Lane	Respect and Collaboration
6.	Steve Hafer, 2612 Stillwater Ct	Lakewood Park Modifications
7.	Michael Knapp, 2616 Stillwater Ct	Lakewood Park Modifications
8.	Scott Langley, 800 Carter Ct	Carter Bloodcare
9.	Paul Stone, 4100 Broadway	Various

F. ANNOUNCEMENTS

Councilmember Engel announced that the Town is accepting applications for Boards and Commissions as well as the Police Citizens Academy.

G. TOWN MANAGER'S REPORT

Mr. Stathatos provided an update on the following projects:

1. Capital improvement projects
 - No report
2. Economic Development projects
 - New business openings

H. FUTURE AGENDA ITEMS

1. There were no request for future agenda items.

I. COORDINATION OF CALENDARS

Mayor Dixon announced that the next Town Council regular meeting is scheduled for Tuesday, September 3.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting on August 5, 2019.
2. This item was moved from consent to regular items at the request of Councilmember Pierson.
3. Consider approval of an agreement with Armstrong Forensic Laboratory, Inc., for a forensic laboratory fee agreement for the purpose of submitting alleged controlled substances for analysis; and authorization for the Mayor to execute same on behalf of the Town.
4. Consider approval for a Service Agreement for Demand Response Transit Service with Special Programs for Aging Needs, Inc., in an amount not-to-exceed \$51,535.08, to provide transportation service for Town citizens who are age 65 or older and Town citizens with verifiable disabilities that prevent them from driving; and authorization for the Mayor to execute same on behalf of the Town.
5. Consider approval of Change Order No. 1 for the construction of Flower Mound Storage Warehouse project, amending the contract with MSB Constructors, Inc., to provide for an increase to the contract in the amount of \$71,882.57; and authorization for the Mayor to execute same on behalf of the Town.
6. Consider approval of an ordinance for a street name change for Long Prairie Road (100-800 block) to International Parkway (100-800 block) (The Transportation Commission recommended changing the street name by a vote of 4 to 3 at its August 13, 2019, meeting)

ORDINANCE NO. 40-19

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AUTHORIZING A STREET NAME CHANGE OF A PORTION OF "LONG PRAIRIE ROAD" TO "INTERNATIONAL PARKWAY"; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

7. Consider approval of a Construction Agreement with 3D Paving and Contracting, LLC, for the Grady Court Reconstruction project, in the amount of \$630,670.00; and authorization for the Mayor to execute same on behalf of the Town.
8. Consider approval of a Professional Services Agreement with HVJ North Texas – Chelliah Consultants, Inc. to provide construction materials engineering and testing, for the Grady

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 19, 2019**PAGE 4**

Court Reconstruction project, in the amount of \$27,995.00; and authorization for the Mayor to execute same on behalf of the Town.

9. Consider approval of the minutes from a work session of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting on August 15, 2019.

Mayor Pro Tem Sharma moved to approve by consent Items 1, 3 – 9, as presented in the agenda caption. Deputy Mayor Pro Tem Forest seconded the motion. Each item, as approved by consent, is restated above, and if applicable, the Ordinance or Resolution caption for each, for the record.

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

2. Approval to purchase firefighting and rescue equipment for the new Pierce Ascendant 107' Ladder Truck from Municipal Emergency Services in the amount of \$124,519.33.

Staff Presentation

Assistant Chief King gave a presentation summarizing the equipment purchase and he, or Ms. Wallace, responded to the following questions from Council:

- Clarification that the funds were already approved by a previous Council
- What is the process the Town goes through to make this type of purchase
- Whether another vendor besides Pierce is used given they are the Cadillac of equipment
- Whether purchasing used equipment is an option instead of buying new

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

VOTE ON MOTION:*Motion passed***AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER****NAYS: NONE**

Mayor Dixon opened items 10 – 13 at the same time.

10. Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2019, and ending on September 30, 2020.

No action required on this item at this time.

11. Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider the Flower Mound Crime Control and Prevention District proposed budget for the fiscal year beginning on October 1, 2019, and ending on September 30, 2020.

No action required on this item at this time.

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 19, 2019**PAGE 5**

12. Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider the Flower Mound Fire Control, Prevention, and Emergency Medical Services District proposed budget for the fiscal year beginning on October 1, 2019, and ending on September 30, 2020.

No action required on this item at this time.

13. Public Hearing (1 of 2) to consider a tax rate of \$0.4390 per \$100 assessed valuation.

Staff Presentation

Ms. Wallace gave a presentation for items 10 - 13 identifying or noting:

- Proposed budget
- Budget process
- Budget timeline
- How Flower Mound compares (benchmark cities)
- Required budget and tax rate adoption language
- Changes since proposed budget to Council
- Cultural arts feasibility study
- School crossing guards
- Proposed budget reductions recommended by staff
- Compensation/Benefits
- General Fund since the proposed budget, excluding the staff recommended reductions
- General Fund – revised, including the staff recommended reductions
- Prior year budgets
- Utility fund
- Water/Wastewater rates
- Stormwater utility fund
- Stormwater rates
- SWUS rates
- Special revenue funds
- Capital improvement program
- Projects in the areas of street, signals, stormwater, wastewater
- Crime control and prevention district budget
- Fire control prevention and emergency medical services district
- Next steps
- Response to the budget line items that were discussed for possible cuts at the last meeting

and she, Mr. Meredith, Mr. Waltenburg, Chief Kancel, Chief Greaser, or Mr. Stathatos responded to the following questions from Council:

- What are the future debt requirements
- Clarification regarding:
 - staff recommended reductions
 - the TML non-discretionary decision package (increase)
 - if Council is legally able to inquire about the Town's Performance Improvement Plan
 - the amount of public hearings needed as it relates to the budget

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 19, 2019

PAGE 6

- whether the next Council meeting will include a budget review discussion or will it just be on the tax rate
- what are the building automations system upgrades (last two years)
- \$12,000 for and air condition system at the Animal Services facility
- \$250,000 for the Police and Courts including \$90,000 for the community room
- various software licenses
- renovation expenses as it relates to Fire Station # 1
- step versus performance based increases (compensation); benefits
- Can the two million in CIP be prioritized, and particularly for ones that haven't started yet
- Whether the proposed calculations for the crossing guards is accurate

There was Council discussion regarding:

- Effective tax rate history
- Past history as it relates to the budget process
- The Town's performance in the last few years as it relates to what the budget dollars were used for
- Interest in deferring any items that are not needed now, including suggestions or questions about the following items for potential budget cuts:
 - Intern for Communications Department
 - Trail bollards removal
 - Use existing admins in MIS for EMS support services
 - Signal pole replacements
 - Whether a signal is needed at Chaparral at FM 2499
 - Whether there is a true benefit for the proposed signal at Forest Vista at Garden Ridge, including what is the possibility of a joint agreement with Lewisville given the border location
 - Chevy Tahoe
 - Wildland equipment (Fire Dept)
 - Additional records management personnel in police department
 - What is an acceptable number to give staff for the bottom line as a general number to accomplish objectives that have been set out
 - What is a license plate reader
 - Benefits of a police officer task force
 - Economic development rebate commitments
 - Step versus performance based increases (compensation)

Mayor Dixon opened the Public Hearing for items 10 – 13 at 7:52 p.m.

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
Jeffrey Blasko, 1720 Milford Dr (13)	Jeffrey Blasko, 1720 Milford Dr (10)	Kevin Bryant, 3513 Castlewood
Brit Stock, 3701 Acton	Patrick Martin, 4700 Oak Springs Dr	Don McDaniel, 3801 Hide A Way Ln
	Adam Schiestel, 2205 Waterford Dr	Cathy Strathmann, 2612 Belmont
		Paul Stone, 4100 Broadway

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 19, 2019**PAGE 7**

		Bryan Webb, 4112 High Rd
		Janvier Werner, 2829 Bob White
		Scott Langley, 800 Carter Ct

Mayor Dixon closed the Public Hearing at 8:23 p.m.

Mayor Dixon made the following required announcement:

"The Town of Flower Mound's tax rate is scheduled for adoption on Monday, September 16, 2019, at 6:00 p.m., at a regular Town Council meeting, to be held in the Town of Flower Mound Council Chambers, located at 2121 Cross Timbers Road, Flower Mound, Texas 75028."

14. Public Hearing to consider a request for a Master Plan Amendment (MPA19-0002 – Canyon Falls) to amend Section 1.0, Land Use Plan and Section 2.0, Area Plans, of the Master Plan by changing the current land use designation of Canyon Falls development within the Denton Creek District Area Plan from Medium Density Residential uses to Open Space and from Open Space to Medium Density Residential uses on certain tracts of land, located between and around Village 10B and Village 12. The property is generally located north of Cross Timbers Road and between Interstate 35W and U.S. 377, and consider adopting an ordinance providing for said amendment. The property is generally located north of Cross Timbers Road and between Interstate 35W and U.S. 377. (The Planning and Zoning Commission recommended denial by a vote of 5 to 0 at its July 22, 2019, meeting.)
15. Public Hearing to consider a request for rezoning (ZPD19-0007 - Canyon Falls) to amend Planned Development District No. 98 (PD-98) to add additional lots by changing the zoning from Single-Family District-10 (SF-10) uses to Open Space and from Open Space to Single-Family District-10 (SF-10) on certain tracts of land located between and around Village 10B and Village 12, and to modify the minimum standards set forth in the Single-Family District-10 (SF-10) zoning district regulations by reducing certain front, side and rear yard setbacks, and consider adopting an ordinance for said amendment subject to the terms and conditions in the attached Development Agreement and authorization for Mayor to execute same on behalf of the Town. The property is generally located north of Cross Timbers Road and between Interstate 35W and U.S. 377. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its July 22, 2019, meeting.)

Staff Presentation

Ms. Murphy gave a presentation for items 14 and 15 identifying or noting:

- General and detailed site location
- Land use and zoning
- Photos of the site
- 2012 zoning exhibit
- Master plan exhibit
- Zoning exhibit
- Modifications

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

- Clarification regarding:
 - open space, including what was the original zoning plan

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 19, 2019**PAGE 8**

- entitlements area (map) and the associated request

Applicant Presentation

Jason Wight, Newland Communities, Project Manager, Canyon Falls

Mr. Wight gave a presentation identifying or noting:

- Current site and development agreement
- Fire station location
- MPA/ZPD area
- Impact on existing homes (current and proposed plan)
- Interlocal connection
- Open Space
- High/Medium Density Lots/Total approved lots

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

- Impact on area to the west (10B)
- Would there be a future tree removal request
- Originally the focus was the connection between 10B and 12 and not sure why there is a need to take additional land near the homes for the purpose of adding lots
- Did residents buy the lots adjacent to the tree area at a premium price
- Options that might allow for the trees to remain, such as going fifty or seventy-five feet to the west, particularly for the residents on Canyon Oak Court
- What development exist on the Argyle side, and if so, are they also being approached for zoning changes to build homes
- Impact of setbacks and J swing option
- Clarification regarding:
 - open space and trees (i.e. increase for Canyon Oak Court but decrease on Smoky Oak)
 - what the blue outline means on village 12 and what is being requested
 - village 10B is not there yet even though the roads are in
 - associated benefits to the Town for the development
 - future plans for the cul de sac if approved
 - the need for an exception to the setbacks, and was the previous development granted those same setback modifications

Mayor Dixon opened the Public Hearing for items 14 and 15 at 10:00 p.m.

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
None	Maria Brown, 6709 Canyon Falls	None
	Debbie Farber, 10909 Falling Leaf*	
	Ken Farber, 10909 Falling Leaf	
	Joann Michaels, 10932 Falling Leaf*	

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 19, 2019**PAGE 9**

	Jeff Brown, 6709 Canyon Oak Ct	
	Alison Mosely, 10925 Smoky Oak Trail, Argyle	
	Brian Hargrove, 6713 Canyon Oak Court, Argyle	
	David Lopez, 11125 Smoky Oak Ct	

*submitted a public comment card; however, not available when called or opted not to speak

Mayor Dixon closed the Public Hearing for items 14 and 15 at 10:12 p.m.

Council Discussion

There was Council discussion regarding:

- Review the Master Plan amendment on its own merits and not focus on the fire station component

Item 14:

Councilmember Bumgarner moved to deny MPA19-0002 Canyon Falls. Councilmember Pierson seconded the motion.

VOTE ON MOTION:

AYES: BUMGARNER, SHARMA, PIERSON

NAYS: FOREST, ENGEL

Motion passed (to deny)

Item 15:

Mayor Pro Tem Sharma moved to deny ZPD19-0007 Canyon Falls. Councilmember Bumgarner seconded the motion.

VOTE ON MOTION:

AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER

NAYS: NONE

Motion passed (to deny)

- Public Hearing to consider an ordinance amending the Land Development Regulations (LDR19-0005 – Extended Stay Hotels) by amending Chapter 98 entitled “Zoning,” of the Town's Code of Ordinances, to create or modify the definitions and define the standards for hotels and motels, extended stay hotels, and specific use permit automatic renewals. (The Planning and Zoning Commission recommended approval with modifications by a vote of 6 to 1 at its August 12, 2019, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- Background/previous information
- Proposed definition updates
- New hotel criteria
- Additional criteria
- SUP process
- Questions from Planning and Zoning (P & Z) Commission
- P & Z amendments to the recommendation

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 19, 2019**PAGE 10**

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

- The legalities regarding the five year limitation for an extended stay hotel and what is the objective for that language
- Is there a difference in hotel tax for a regular hotel versus an extended stay hotel
- What options could be put in place to deter criminal activity
- Ability to consider each facility independently
- Clarification regarding what is being requested of Council
- Option of creating a units per acre criteria (i.e. 23 in Frisco)
- Clarification about the notification to the Town if there was a change in ownership
- Why would there be a notation in the Ordinance about checking out cooking appliances as opposed to spelling out the kitchenette component of the facility (i.e. stove, refrigerator, etc.)
- Possibility of putting a definition to a kitchenette, laundry
- Possibility of dictating an SUP process for all hotels

Council Discussion

There was Council discussion regarding:

- The need for certainty in the development word as it defines expectations
- Concerns regarding adding an SUP component for every hotel and the additional steps an applicant would need to go through

Mayor Dixon opened the Public Hearing at 11:25 p.m.

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
None	None	Warner Watkins, 2800 London Ln

Mayor Dixon closed the Public Hearing at 11:28 p.m.

Deputy Mayor Pro Tem Forest moved that for LDR19-0005 (Extended Stay Hotels) have staff redefine the use of an extended stay hotel, and to include real definitions and the requirement for the applicant to come in for an SUP. Councilmember Bumgarner seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON

NAYS: NONE

17. Consider approval of an ordinance amending the duties of the Judge of Municipal Court of Record to modify the number of reports to the Town Council required per year (On August 5, 2019, the Town Council voted to postpone this item to August 19, 2019, by a vote of 5 to 0).

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 19, 2019

PAGE 11

Councilmember Engel moved to approve item 17 as written, and with a June report to be in person and additional reporting as deemed necessary by the judge. Mayor Pro Tem Sharma seconded the motion.

ORDINANCE NO. 41-19

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AMENDING THE DUTIES THE JUDGE OF THE MUNICIPAL COURT OF RECORD IN THE TOWN OF FLOWER MOUND TO MODIFY THE NUMBER OF REPORTS TO THE TOWN COUNCIL REQUIRED PER YEAR; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:*Motion passed***AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER****NAYS: NONE****L. BOARDS/COMMISSIONS (Pre-Council Room)**

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

No action taken.

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 11:39 p.m. on August 19, 2019, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, and reconvened into an open meeting at 1:20 a.m. on August 20, 2019, and no action was taken on the following items:

- a. Consultation with Attorney.
 1. Regarding bills passed during 86th Texas Legislature
 2. Cause No. CV-2019-00241 Elaine Wells v. Town of Flower Mound et al. and regulation of short term rental properties.
- b. Discuss and consider purchase, exchange, lease or value of real property for parks, cultural art center and/or other municipal purposes and all matters incident and related thereto.
- c. Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 19, 2019**PAGE 12**

- d. Presiding Municipal Court Judge.
- e. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.

O. ADJOURN REGULAR MEETING

Mayor Dixon adjourned the meeting at 1:20 a.m. on Tuesday, August 20, 2019, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

STEVE DIXON, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: August 22, 2019

FROM: Sabrina Zadow, Purchasing Manager

ITEM: Consider approval of the purchase of a new Ford Transit Van with camera equipment per Vendor Specifications/Quotes from Silsbee Ford and CLS-Cues Equipment for Special Equipment for Public Works - Utility Line Maintenance Division in the amount of \$109,129.00.

BACKGROUND INFORMATION: The Utility Line Maintenance – Sewer Line Division of Public Works is requesting the purchase of one (1) New Ford Transit 350 Van, high roof extended length with Cues (CLS Equipment Company) camera equipment and installation in the amount of \$109,129.00 from Silsbee Ford through BuyBoard Cooperative Contract No. 521-16. This vehicle is part of the approved Fiscal Year 2018-2019 Vehicle Equipment Replacement Fund (VERF) budget and replaces unit #9233-22. The old unit will be traded in at an amount of \$25,000 and the trade-in allowance is reflected in the total cost of new unit. A camera, computer and CPR transporter will be removed from the old unit and reinstalled in the new unit. Note: Purchase Order will be issued to Silsbee Ford who will obtain after-market equipment and installation from CLS-Cues Equipment Company.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$109,129.00

Proposed Expenditure:	Account Number(s):
\$109,129.00	565-450-84500-6130 - VERF

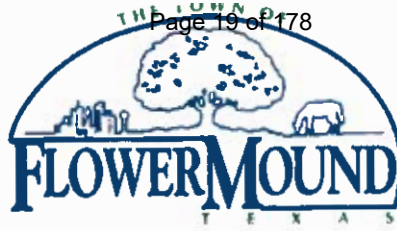
Finance Review by: Debra Wallace, Deputy Town Manager /CFO *DW*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Manager's Bid Award Recommendation for Vehicle
2. Vehicle & Equipment Quote & Specifications

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



Bid Award Recommendation

Co-op Contract: BUYBOARD #521-16

Date: 07-29-2019

Description: New Ford Transit 350 Van, high roof Ext. length
With Cues (CLS Equip. Co.) camera equipment and installation

Qty required: One (1) unit

Replaces:

Unit #9233-22: Ford F-450

Vendor: Silsbee Ford, 1211 Hwy. 96 N., Silsbee Tx. Richard Hyder
409-300-1385

Item #1: bid: New Ford F-350 Transit High Roof Ext. Length

*Per Vendor price Quote specs

To include:

specs from CLS-Cues Equipment for special equipment
(price indicated on Silsbee Ford quote.)

NOTE:

Old unit #9233-22 will be traded in at an amount of \$25,000 trade-in
which is reflected in the Unit TOTAL.

The following items will be removed from the old unit and reinstalled
in the new unit.

Qty1: camera. Qty1: computer and Qty1: CPR transporter.

Installation will be done by CLS Equipment
Company. Labor is included in overall Unit TOTAL.

Unit TOTAL \$109,129.00

It is Fleet Services recommendation to award the bid to Silsbee Ford as the lowest
responsible bidder in the amount of \$ 109,129.00.

H. Deats Stewart
Fleet Services Manager

07-29-2019
Date

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #521-16

Vehicles and Heavy Duty Trucks

VENDOR—Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: TOWN OF FLOWER MOUNDPrepared by: RICHARD HYDERContact: TONY CRISS 972 874 6427 PAUL BAUMYPhone: (409) 300-1385Email: TONY.CRISS@FLOWER-MOUND.COMEmail: rhyder.cowboyfleet@gmail.comProduct Description: 2019 FORD TRANSIT 350Date: July 30, 2019A. Bid Series: 148A. Base Price: \$ 22,548.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
S4X	TRANSIT 350 HIGH ROOF EXT LENGTH	\$ 12,225.00	67C	UPFITTER SWITCHES	\$ 80.00
99V	3.2L I5 DIESEL	\$ 3,995.00	59B	TOW/HAUL TRAILER WIRING	\$ 278.00
YZ	EXTERIOR WHITE	\$ -	60C	CRUISE	\$ 306.00
VK	INTERIOR PEWTER VINYL	\$ -	87E	AUX FUSE PANEL	\$ -
	POWER EQUIPMENT GROUP	\$ -	16E	FRONT/REAR VINYL FLOORING	\$ 231.00
	REAR VIEW CAMERA	\$ -	18D	EXTERIOR UPGRADE PKG	\$ 259.00
	GVWR 10360#	\$ -	43B	BACKUP ALARM	\$ 118.00
XL7	3.73 LIMITED SLIP AXLE	\$ 306.00			
63C	HD ALTERNATOR	\$ 245.00			
63E	DUAL HD BATTERIES	\$ 278.00			
53K	MODIFIED VEHICLE WIRING	\$ -			

Total of B. Published Options: \$ 18,321.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

S= 0.0 %

Options	Bid Price	Options	Bid Price

Total of C. Unpublished Options: \$ -

D. Pre-delivery Inspection:

\$ -

E. Texas State Inspection:

\$ -

F. Manufacturer Destination/Delivery:

\$ -

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ 482.00

H. Lot Insurance (for in-stock and/or equipped vehicles):

\$ 193.00

I. Contract Price Adjustment:

CLS--CUES EQUIPMENT QUOTE\$ 67,185.00

J. Additional Delivery Charge:

0 miles\$ -

K. Subtotal:

\$ 108,729.00L. Quantity Ordered 1 x K =\$ 108,729.00

M. Trade in:

N. BUYBOARD Administrative Fee (\$400 per purchase order)

\$ 400.00

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$ 109,129.00



CLS North Service Center
726 S. Sherman Street
Richardson, Texas 75081
Office: 972-479-1335
Fax: 972-479-1336



CLS Equipment Company

CLS South Service Center
8000 N. Loop East
Houston, Texas 77028
Office: 281-440-1881
Fax: 281-440-1879

8/2/2019

Town of Flowermound, TX
ATTN: Mr. Deats Stewart/Tony Criss
RE: CUES New CCTV Equipment Quote

Gentlemen,

Following are the specifications and quote for the new CUES equipment to be mounted in a new Transit Van. This quote is for the full Evo 3 interior with all new equipment less the OZ3 camera, CPR transporter and Granite computer with software.

Note: Labor for CLS to swap out the above listed equipment is included in the quoted price.

1 TRANSIT VAN EXTERIOR LIGHTING & CONTROL ROOM - EVOLUTION 3.0 TO INCLUDE:

- 2 Amber LED Strobe Warning Beacons
- 2 Adjustable LED Floodlights Rear of Vehicle Area Illumination

Control Room Interior:

- 1 Lonseal Lonplate Flooring
- 1 Kemlite Wall & Ceiling Covering
- 1 Bulkhead Wall With Passage Door From Control Room to Equipment Room
- 1 Tinted Viewing Window in Bulkhead Wall
- 1 Tinted Viewing Window in Bulkhead Door
- 1 Above Desk Control Console with Rack Mount for Electronic Equipment
- 1 Desktop / Work Area
- 1 LED Light Fixture
- 2 Electrical Outlet with Dual Receptacles
- 1 Fire Extinguisher with Bracket, 10BC Rating
- 1 Operators Chair
- 1 Breaker Box Storage Area with Locking Positive Latch

1 9200BTU ROOF MOUNTED AIR CONDITIONER

1 TRANSIT VAN EQUIPMENT ROOM INTERIOR - EVOLUTION 3.0 TO INCLUDE:

- 1 Lonseal Lonplate Flooring
- 1 Kemlite Wall & Ceiling Covering
- 1 Electrical Outlet with Dual Receptacles
- 1 LED Light Fixture



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-
- 1 10-GALLON WASHDOWN SYSTEM TO INCLUDE:**
 - 1 10-Gallon Fresh Water Tank
 - 1 Electric Water Pump
 - 1 Retractable Hose Reel with 25' Water Hose and Nozzle
 - 1 UPPER AND LOWER STORAGE CABINET IN EQUIPMENT ROOM**
 - 1 Lower Storage Cabinet / Work Top
 - 1 Upper Wall Mounted Storage Cabinet
 - 1 ADDITIONAL LIGHTING AND OUTLET**
 - 1 Light Mounted Above Work Top
 - 1 Dual Receptacle Outlet above Work Top
 - 1 24" REAR FLATSCREEN MONITOR**
 - 1 Flat Screen Monitor
 - 1 Cable Assembly - Video Monitor to Monitor in Control Room
 - 1 Monitor Mounting Bracket
 - 1 TOOL CHEST, MODULINE, 5 DRAWER**
 - 1 ON-BOARD AC POWER SYSTEM, DYNAMIC INVERTER, 6.3KW**
 - 1 DIGITAL ENGINEERING PANEL FOR INVERTER SYSTEM, BLACK**
 - 1 NO CAMERA**
 - 1 NO TRANSPORTER**
 - 2 19" (MINIMUM) FLATSCREEN COLOR INDUSTRIAL TV MONITOR NTSC / PAL COLOR STANDARDS**
 - 1 PCU ASSEMBLY [RACK MOUNT]**
 - 1 CCU ASSEMBLY [RACK MOUNT]**
 - 1 Alpha Numeric Information Display, with Multi Paging and Defect Coding
 - 1 Remote "QWERTY" Keyboard
 - 1 On Screen Footage Display
 - 1 TEST CABLE**
 - 1 8.7" MINI KEYBOARD**
 - 1 BRACKET, LOGITECH CONTROLLER, K2**
-



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1 WIRED & WIRELESS USB CONTROLLER

- 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
 - 1 360 Degree Rotate
 - 1 330 Degree Optical Pan
 - 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
- 1 Camera Lift Control for Optional Electronic Camera Lift
- 1 All Other Controls for Camera to Include:
 - 1 Camera Iris and Focus Override & Zoom
 - 1 Camera Lights & Shutter Control for Light Enhancement
 - 1 Camera Diagnostics & Auto Home
- 1 Cruise Control to Set Speed of the Transporter for Hands off Operation
- 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed

1 1000' CABLE ASSEMBLY, M/C 12PIN METAL

- 1 1000' Gold Multi Conductor Kevlar Fiber Armored Combination TV Transmission / Tow Cable
- 1 .450 Diameter
- 1 Metal Splice Chamber with Pigtail
- 1 Cable Strain Relief

1 TV REEL ASSEMBLY, MECHANICAL FOOTAGE FOR SUMMIT .450 CABLE W/AUTO PAYOUT

- 1 Black Thermoplastic Powder Coated Frame
- 1 Power Level wind & Multi Ratio Manual Transmission
- 1 Automatic Cable Payout System
- 1 Footage Meter with Local Counter and Remote Counter
- 1 Transmission Control at Viewing Station
- 1 Local Reel Mount Electrical and Mechanical Control
- 1 Sealed Continuous Contact Collector Assembly
- 1 Removable Drip Pan for Cleaning

1 MANHOLE TOP ROLLER ASSEMBLY, TV ONLY

1 MANHOLE ADAPTER CLAW HOOK

6 POLE ASSY, RETRIEVAL/DOWNHOLE TL, 58"

1 INVERT ROLLER ASSEMBLY

1 RETRIEVAL HOOK



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1 MULTI CONDUCTOR TV ONLY TOOL KIT

- 1 Milliamp meter Tool
- 1 Electrical Tape
- 1 Needle Nose Pliers
- 1 Six-In-One Screwdriver
- 1 6" Adjustable Wrench
- 1 Anti Seize Grease
- 1 9-Piece Allen Wrench kit
- 1 Solder Iron Kit
- 1 Industrial Pliers
- 1 5/32 T-Handle Hex Wrench
- 1 Multi Conductor TV Only Operation Manual
- 1 Parts Catalog
- 1 Cable Repair Kit DVD
- 1 TV Only Training DVD

1 TRUCK DELIVERY AND ON-SITE TRAINING

Price for CUES Summit System as listed above: \$92,185.00

Trade in offer for existing van less camera, computer and CPR transporter: -\$25,000.00

Total for CUES van with trade in credit: \$67,185.00

CLS will remove and install the computer and other equipment from the existing van and install in the new Transit Van upon delivery.

Equipment to be purchased through Silsbee Ford on Buy Board contract with Transit Van.

Please call with any questions.

Best Regards,

Paul M. Baomy
281-850-1721



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: September 3, 2019

FROM: Brittini Barnett, Grants & Financial Analyst

ITEM: Consider approval of a resolution accepting the STEP Comprehensive Grant from the Texas Department of Transportation, execution of an agreement with TxDOT, and authorization for Sgt. Steven Strickland to enter into an agreement on behalf of the Town.

BACKGROUND INFORMATION: The Town applied for and was awarded the STEP Comprehensive grant from the Texas Department of Transportation (TxDOT). This grant is available to local police departments as an opportunity to provide increased enforcement of occupant restraint, speed, and driving-while-intoxicated laws in high-crash areas.

If approved, the Flower Mound Police Department will use the funds to pay overtime salaries for Flower Mound police officers as they increase patrol and enforcement. The total grant amount is \$15,546.98, which includes a required 20% in-kind match that will come from the fringe benefits paid on the overtime hours officers will work.

The grant agreement must be accepted through TxDOT's online eGrants portal. For administrative purposes, Sergeant Steven Strickland will be given the authority to do this, because this official must have an account and be assigned to the grant within the eGrants system.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$0 net impact

Proposed Expenditure(Revenue):	Account Number(s):
(\$15,546.98)	Grant Fund
Proposed Expenditure(Revenue):	Account Number(s):
\$15,546.98	Grant Fund

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

LEGAL REVIEW: Benjamin Gibbs, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the resolution as to form and legality.

ATTACHMENTS:

1. Resolution
2. STEP Comprehensive Grant Agreement

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

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AUTHORIZING THE ACCEPTANCE OF THE STEP COMPREHENSIVE GRANT FROM THE TEXAS DEPARTMENT OF TRANSPORTATION; EXECUTING AN AGREEMENT WITH TXDOT; AND AUTHORIZING SERGEANT STEVEN STRICKLAND TO ENTER INTO AN AGREEMENT ON BEHALF OF THE TOWN.

WHEREAS, the Town of Flower Mound applied for and has been awarded a grant from the Texas Department of Transportation (TxDOT) in the amount of \$15,546.98 for the STEP Comprehensive Grant Program to provide funding for increased enforcement in high-crash areas; and,

WHEREAS, the Town Council of the Town of Flower Mound finds it in the best interest of the citizens of Flower Mound to operate a Traffic Safety Program project.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF FLOWER MOUND IN FLOWER MOUND, TEXAS THAT:

SECTION 1

The Town of Flower Mound Town Council approves and accepts the awarded grant amount of \$15,546.98 from the Texas Department of Transportation.

SECTION 2

The Town of Flower Mound designates Sergeant Steven Strickland as the Town's official with the authority to enter into an agreement on behalf of the Town regarding TxDOT's Traffic Safety Program. The Town authorizes Sergeant Steven Strickland to agree to all understandings and assurances contained in the application. Officer Steven Strickland is directed and authorized to act in connection with the application and to provide any additional information that may be required.

SECTION 3

The grant funds are hereby authorized to be used to fund activities in accordance with the grant award and will be used only for the purposes for which they are intended under the program.

SECTION 4

This Resolution shall be effective upon its adoption.

RESOLUTION NO._____

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Texas Traffic Safety eGrants

Fiscal Year 2020

Organization Name: Town of Flower Mound - Police Department

Legal Name: Town of Flower Mound

Payee Identification Number: 17513662100005

Project Title: STEP Comprehensive

ID: 2020-FlowerPD-S-1YG-00085

Period: 10/01/2019 to 09/30/2020

Town of Flower Mound
STEP Comprehensive

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **Town of Flower Mound** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2020.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.600**

CFDA Title: **State and Community Highway Safety Grant Program**

Funding Source: Section **402**

DUNS: **027941160**

FAIN:

18X9204020TX20

69A37520300004020TX0

Project Title: **STEP Comprehensive**

This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2019** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2020** unless terminated or otherwise modified.

Total Awarded: **\$15,546.98**

Amount Eligible for Reimbursement by the Department: **\$11,955.41**

Match Amount provided by the Subgrantee: **\$3,591.57**

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

Subgrantee Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

TxDOT Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

Town of Flower Mound
STEP Comprehensive

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS *(Revised:07/18/2019)*

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

Town of Flower Mound
STEP Comprehensive

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

Town of Flower Mound
STEP Comprehensive

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

Town of Flower Mound
STEP Comprehensive

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the

Town of Flower Mound
STEP Comprehensive

Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.
2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.
3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

Town of Flower Mound
STEP Comprehensive

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

Town of Flower Mound
STEP Comprehensive

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or
2. There is a written thirty (30) day notice by either party; or
3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

Town of Flower Mound
STEP Comprehensive

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management

Town of Flower Mound
STEP Comprehensive

procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

Town of Flower Mound
STEP Comprehensive

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** , (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973** , (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973** , (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975** , as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987** , (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

Town of Flower Mound
STEP Comprehensive

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment,

Town of Flower Mound
STEP Comprehensive

unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address
<http://www.txdot.gov/business/partnerships/dbe.html>

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Town of Flower Mound
STEP Comprehensive

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for

Town of Flower Mound
STEP Comprehensive

ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

Town of Flower Mound
STEP Comprehensive

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Town of Flower Mound
STEP Comprehensive

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or

Town of Flower Mound
STEP Comprehensive

the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: <https://www.sam.gov>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of \$750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than \$750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000

Town of Flower Mound
STEP Comprehensive

expenditure threshold and therefore, are not required to have a single audit performed for FY____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION
(*This article applies only to non-profit entities.*)

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the

Town of Flower Mound
STEP Comprehensive

requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

Town of Flower Mound
STEP Comprehensive

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RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend grant related training as requested by the Department

D. Attend meetings according to the following:

1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for grant related activities.
2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement..

G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested, is for work exclusively related to this project.

H. Ensure that this grant will in no way supplant (replace) funds from other sources.

Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

I. Ensure that each officer working on the STEP project will complete an officer's daily activity report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, Enforcement Zone identifier, mileage (including starting and ending mileage), hours worked, type of warning or citation issued or arrest made, officer and supervisor signatures.

J. All STEP agencies must provide the following provision in all daily activity report forms:

"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

The above language should be added to the activity reports immediately above the signature lines of the officer and supervisor.

Town of Flower Mound
STEP Comprehensive

K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

L. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

M. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

N. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

O. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

P. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

Revised: 11/07/2017

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RESPONSIBILITIES OF THE DEPARTMENT

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

- 1. review of periodic reports**
- 2. physical inspection of project records and supporting documentation**
- 3. telephone conversations**
- 4. e-mails and letters**
- 5. quarterly review meetings**
- 6. eGrants**

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

- 1. Ascertain whether or not the project objectives were met**
- 2. Review project accomplishments (performance measures completed, targets achieved)**
- 3. Account for any approved Program Income earned and expended**
- 4. Identify exemplary performance or best practices**

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GOALS AND STRATEGIES

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, fatalities, and injuries.

Strategies: Increase and sustain high visibility enforcement of traffic safety-related laws.

Increase public education and information campaigns regarding enforcement activities.

Goal: To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of DWI laws.

Goal: To increase occupant restraint use in all passenger vehicles and trucks.

Strategy: Increase and sustain high visibility enforcement of occupant protection laws.

Goal: To reduce the number of speed-related crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of speed-related laws.

Goal: To reduce intersection-related motor vehicle crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.

Goal: To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.

Strategies: Increase and sustain high visibility enforcement of state and local ordinances on cellular and texting devices.

Increase public information and education on Distracted Driving related traffic issues.



I agree to the above goals and strategies.

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BASELINE INFORMATION

Baseline Definition: A number serving as a foundation for subgrantees to measure pre-grant traffic enforcement activity. Baseline information must be provided by the subgrantee in order to identify local traffic enforcement related activity. This information should exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity.

Note: Baseline data used must be no older than 2017.

Baseline Year (12 months) **From 12/15/2017 To 12/15/2018**

<u>Baseline Measure</u>	<u>Arrests/Citations</u>	<u>Written Warnings</u>	<u>KA Crashes</u>
Driving Under Influence (DUI)	120	0	1
Speed	4967	391	1
Safety Belt	74	5	0
Child Safety Seat	10	0	
Intersection Traffic Control (ITC)	791	129	7
Distracted Driving Citations	45	4	0
Other Elements	0	0	2

If you have additional attachments, provide them on the "Attachments" page.

Town of Flower Mound
STEP Comprehensive

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LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number	Not Applicable
Reduce the number of Driving Under Influence (DUI) crashes to	0	
Reduce the number of Speed-related crashes to	0	
Reduce the number of Safety Belt-related crashes to	0	
Reduce the number of Child Safety Seat-related crashes to		X
Reduce the number of ITC-related crashes to	6	
Reduce the number of Distracted Driving-related crashes to		X
Number of Enforcement Hours	223	

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**PI&E OBJECTIVE/PERFORMANCE MEASURE**

Objectives/Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	5
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	5
c. Conduct community events (e.g. health fairs, booths)	2

Town of Flower Mound
STEP Comprehensive

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OPERATIONAL PLAN

**Zone
Name :** Zone 1

Zone 1 encompasses the following areas including all access roadways/intersections of major thoroughfares listed:

_____2400 block of Long Prairie Rd/FM 2499 south to the city limits 100 block of Long Prairie Rd./FM 2499 in Tarrant County.

**Zone
Location :** _____From 800 Enterprise/100 Long Prairie Rd, in a northwesterly manner to include the intersection of 500 Lakeside Pkwy and 600 Garden Ridge Blvd.

_____Generally northbound along Garden Ridge Blvd until the 2400 block of Garden Ridge Blvd.

_____Westerly, crossing the 2300 block of Morriss Rd and continuing in a linear fashion until reaching the 2400 block of Long Prairie Rd./FM 2499.

**Zone
Hours :**

**Zone Heat
Map :** https://www.dot.state.tx.us/apps/egrants/_Upload/861515_1-861515-FY2020_STEP-COMP_DentonSTEPZone1.pdf
(attach)

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OPERATIONAL PLAN

**Zone
Name :** Zone 2

Zone 2 northern limit, 3500 FM 407/Justin Rd. eastbound to the 2100 block of FM 407/Justin Rd.

_____Zone 2 northeastern limit, 6400 Morriss Rd. southbound to the 5500 block of Morriss Rd.

_____East from 2100 Kirkpatrick Lane to 1100 Kirkpatrick Lane.

**Zone
Location :** _____South from 5400 Kirkpatrick Lane to 4100 Kirkpatrick Lane.

_____Southern limit to extend from 1100 FM 1171/Cross Timbers Rd. to 2700 FM 407/Cross Timbers Rd.

_____Western limit extending north from the 3500 block of FM 2499/Long Prairie Rd. to the 6200 block of FM 2499/Long Prairie Rd.

**Zone
Hours :**

**Zone Heat
Map :** https://www.dot.state.tx.us/apps/egrants/_Upload/861518_1-861515-FY2020_STEP-COMP_DentonSTEPZone2.pdf
(attach)

Town of Flower Mound
STEP Comprehensive

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BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	\$11,955.41	\$974.40	\$12,929.81
(200)	Fringe Benefits:	\$0	\$2,617.17	\$2,617.17
	Sub-Total:	\$11,955.41	\$3,591.57	\$15,546.98
Category II - Other Direct Costs				
(300)	Travel:	\$0	\$0	\$0
(400)	Equipment:	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$0	\$0	\$0
	Sub-Total:	\$0	\$0	\$0
Total Direct Costs:		\$11,955.41	\$3,591.57	\$15,546.98
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	\$0	\$0	\$0
Summary				
	Total Labor Costs:	\$11,955.41	\$3,591.57	\$15,546.98
	Total Direct Costs:	\$0	\$0	\$0
	Total Indirect Costs:	\$0	\$0	\$0
Grand Total		\$11,955.41	\$3,591.57	\$15,546.98
	Fund Sources (Percent Share):	76.90%	23.10%	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.				

Town of Flower Mound
STEP Comprehensive

Town of Flower Mound
STEP Comprehensive

2020-FlowerPD-S-1YG-00085

Printed On: 8/6/2019

2020-FlowerPD-S-1YG-00085

Printed On:
8/6/2019



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: September 3, 2019

FROM: Eric Greaser, Fire Chief *EG*

ITEM: Consider approval of the purchase and installation of a fire station alerting system in the amount of \$358,306.46.

BACKGROUND INFORMATION: All fire stations have a system that alerts firefighters of a call for service. The system consists of both visual and audible devices from which information is received from the Flower Mound Communications Center. Currently, FMPD communications officers must manually initiate the alerting system. The proposed system automates this process allowing the dispatcher to continue gathering call information or giving potentially life-saving instructions to the caller uninterrupted.

The system currently installed is a proprietary Motorola system for which components no longer exist. The current twenty-year-old base system is at the end of its useful life-span. The Fire Department is proposing replacement of the current system with the U.S. Digital Designs Phoenix G2 system. The Phoenix G2 system is automated, modular and upgradeable. The proposed system will include upgraded sound equipment, visual devices and message boards at each fire station. The purchase and installation of the alerting system at the new Fire Station 7 is included in the construction costs for the that station.

The system components will be purchased from U.S. Digital Designs and installed by Cross Point Communications. It also includes an interface link with our computer-aided dispatch software provider Integrated Computer Systems.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$358,306.46

Proposed Expenditure/(Revenue):	Account Number(s):
\$263,198.40 (U.S. Digital Systems)	100-660-63000-6120
\$ 57,208.06 (Crosspoint Communications, Inc.)	
<u>\$ 37,900.00</u> (Integrated Computer Systems)	
\$358,306.46 TOTAL	

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

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

ATTACHMENTS:

1. US Digital Designs Proposal
2. Crosspoint Communications Inc. Proposal
3. Integrated Computer Systems Quote

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

US DIGITAL DESIGNS



END USER'S ACKNOWLEDGMENT AND AGREEMENT

This End User's Acknowledgment and Agreement ("EUAA") is made by and between US Digital Designs, Inc. ("USDD"), with its principal place of business at 1835 East Sixth Street, Suite 27, Tempe, Arizona 85281 and the following entity ("End User"):

City of Flower Mound, Texas – NPPgov Member # M-5692373
Fire and Emergency Services
Attn: Jeff King, Assistant Chief - Operations
3911 S. Broadway Avenue
Flower Mound, TX 75028
Telephone: (972) 874-6202
Email: jeff.king@flower-mound.com

Recitals:

- a. The Public Procurement Authority ("PPA"), a subdivision of the State of Oregon, issued its Request for Proposal #1425 ("RFP").
- b. USDD submitted its response to the RFP on December 8, 2014.
- c. The PPA issued a Notice of Award on March 6, 2015.
- d. The PPA and USDD entered into a Master Price Agreement dated August 21, 2015 ("MPA") for the purchase of USDD "Products" and "Services" (as defined below), which agreement is made available by its terms for use by End User.
- e. End User has or intends to issue a Purchase Order to USDD under the terms of the MPA for the acquisition of USDD Products and Services.

- f. USDD's obligation to perform under the MPA is contingent, in part, on USDD's receipt of End User's acknowledgement and agreement regarding (i) the "Warranty" (as defined below), (ii) USDD's retention of all rights to its "Intellectual Property" (as defined below), (iii) the software license set forth herein, (iv) the terms of installation, technical specifications, and scopes of work, and (v) other terms and conditions necessary to facilitate and govern the transaction (collectively "Contingencies"). This EUAA is intended to provide that acknowledgement and agreement.
- g. End User desires to purchase the Products and Services described in the "Quote" (as defined below) through the MPA and in accordance with the provisions of this EUAA.

Therefore, in order to satisfy the Contingencies and facilitate the transaction, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, USDD and End User hereby agree as follows:

- 1. **Definitions.** For purposes of this EUAA, the following terms shall have the following meanings:
 - a. "Additional Services" means any and all services performed by USDD at the instruction or request of End User through its authorized personnel, including any Engineering Services that are not specifically included in the "Scope of Work" (as defined below).
 - b. "Communications Gateway" means the pair of redundant servers used as the master communications hub for the System as set forth in the Quote.
 - c. "Engineering Services" means engineering or project management services performed by USDD's employees, agents or contractors directly related to planning and documenting the layout, design, project schedule, installation, and functionality of the System as a whole and at each individual installation site.
 - d. "GaRI Audio Interface" means the proprietary USDD VoiceAlert Radio Hardware component integrated into the Communications Gateway.
 - e. "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation provided to End User by USDD, provided however, that Hardware shall not include any televisions, monitors, iPads or computer tablets manufactured by third parties.
 - f. "Intellectual Property" means any and all rights of USDD related to USDD's products, Software, and Hardware, existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

- g. “Products” means the Hardware, Software and other tangible goods, equipment, supplies and components included in the Quote.
- h. “Quote” means the document attached as **Exhibit A**, excluding the section titled “terms and conditions,” if any.
- i. “Scope of Work” means the document attached at **Exhibit B**. Scope of Work excludes any goods or services to be provided under the Service Agreement. The Scope of Work applies only to the Products and Services included in the Quote.
- j. “Service Agreement” means the document attached as **Exhibit C**.
- k. “Services” means the installation, configuration, startup, testing, training, and other services set forth in the Scope of Work as limited by the Quote.
- l. “Software” means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation, and design data that are licensed to End User by USDD under this Agreement.
- m. “Station Controller” means the CPU and related computer components (whether USDD’s ATX or ATU model) to be installed at each fire station as described in the Quote.
- n. “System” means all Hardware and Software purchased by End User through the MPA or directly from USDD under any contract, purchase order, or arrangement that is used exclusively by End User as part of its fire station alerting system, including without limitation the “PO’s” (as defined below), provided however, that the term “System” specifically excludes any components, hardware, or software provided by third parties, including without limitation End User’s computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to End User directly by USDD. System also excludes any consumer electronics purchased through USDD (such as televisions purchased for use as monitors or signs, iPads, computer tablets, monitors and like merchandise).
- o. “VoiceAlert Radio” means the Software that controls the GaRI Audio Interface and functionality of the optional radio alert system.
- p. “Warranty” means the New System Warranty attached as **Exhibit D**.

- q. Undefined technical terms, specifications and acronyms used throughout this EUAA shall have the meanings generally attributed to them in the fire station alerting industry.
2. **Products and Services.** Upon receipt of a Purchase Order (“PO”) from End User for Products and Services described in the Quote, USDD will provide the Products and perform the Services pursuant to the terms of the this EUAA and the MPA. The Quote is subject to correction for errors and omissions, including the omission of any excise, use, or transaction levy, use fees, access fees, programs fees, audit fees, or other costs or reductions to the purchase price imposed by any code, statute, rule, regulation, executive order or program not specifically included as a line item in the Quote. Upon delivery to End User’s site, End User shall bear all risk of loss or damage to any Products occurring thereafter.
3. **Invoices and Payment.**
- a. All Products and Services identified in the Quote are being purchased by End User through the MPA.
 - b. USDD shall invoice End User directly for (i) any Products and Services delivered to or performed for End User (ii) all Additional Services, and (iii) all Products provided to End User that are not identified in the Quote on a monthly basis. All invoices shall be due and payable within thirty days of receipt in United States currency, free of exchange, or any other charges.
 - c. Invoices unpaid for 30 days are subject to interest at the rate allowed pursuant to Texas Government Code Section 2251.025(b).
4. **Design and Installation Services.**
- a. Within 30 days after the execution of this EUAA or USDD’s receipt of End User’s PO, whichever is later, the parties shall participate in a project meeting at a place and in a manner as shall be reasonably convenient (“Project Meeting”).
 - b. Either party may elect to participate in the Project Meeting remotely via video or telephone conference.
 - c. USDD will provide a proposed project schedule for discussion at that time or otherwise consult with End User regarding development of a project schedule.
 - d. Thereafter, USDD and End User will collaborate to plan and document the layout, and installation protocols for each individual installation site and finalize the project schedule (collectively the “Design Phase”) consistent with the Quote and the Statement of Work.

- e. End User shall issue its authorization to proceed with delivery of the Products and Services set forth in the Quote within 5 days of completion of the Design Phase.
 - f. Upon issuance of End User's authorization to proceed, no changes will be made to the design of the System except upon written change order.
5. **Subsequent Purchases.** At any time during the term of the MPA, End User may purchase additional Products and Services, through the MPA, by issuance of a PO incorporating the terms of this EUAA.
6. **Training.** Pursuant to a mutually agreed upon schedule, USDD shall provide training as set forth in the Scope of Work for the price stated in the Quote. Except as otherwise set forth in the Quote, all additional training provided by USDD shall be charged at the hourly rates applicable under the MPA, plus reasonable costs and expenses incurred by USDD related to the training. Reasonable costs and expenses shall include air fare, lodging, meals, ground transportation, shipping, document reproduction, and other reasonably necessary costs and expenses related to the training. No additional training shall be provided until the parties have executed an agreement setting forth the scope, cost, and schedule for the additional training.
7. **Acceptance of Station Installation.** Upon substantial completion of installation at each fire station and at the End User's dispatch center, USDD or its subcontractor shall prepare and deliver to End User a written request for End User's acceptance of the installation ("Request for Acceptance"). Upon presentation of the Request for Acceptance, End User shall inspect the station installation and (i) accept the installation as presented, or (ii) accept the installation subject to completion of specified tasks necessary for the installation to comply with the Scope of Work ("Punch List"); or (iii) reject the installation by written notice to USDD specifically identifying the defects and deficiencies of the installation that are not in compliance with the Scope of Work ("Rejection Notice"). If End User accepts the installation subject to a Punch List, the installation shall be deemed materially complete. The Punch List shall specifically identify each task or item that is not in compliance with the Scope of Work and proposed dates for completion, which in all instances shall be reasonable, but not less than 10 days. Thereafter, USDD shall address all Punch List items in a timely and reasonable fashion and the installation shall be deemed complete and accepted. If End User rejects the installation the Rejection Notice shall specifically identify each defect, deficiency, task or item that is not in compliance with the Scope of Work and proposed dates for completion, which in all instances shall be reasonable, but not less than 10 days. Thereafter, USDD shall cause the installation to comply with the Scope of Work and submit a second Request for Acceptance.
8. **System Acceptance Testing.** Within 60 days of the date the entire System installation is substantially complete and basic functionality has been demonstrated to the System Administrator, USDD and End User shall jointly develop a written acceptance testing

procedure (“ATP”) and commence a test of the System (“Acceptance Test”) consistent with the ATP. The ATP shall be based on the System standards and criteria set forth in the Scope of Work and the final configuration of the System as actually installed. Failure of the End User to participate in the development of the ATP and to jointly perform the Acceptance Test with USDD in good faith shall constitute End User’s irrevocable acceptance of the System. Upon successful completion of the Acceptance Test, including correction by USDD of any defects or deficiencies identified during the Acceptance Test period, End User shall provide USDD with a “Certificate of Completion” in a form acceptable to USDD. If End User believes the Acceptance Test was unsuccessful, and if End User has complied with all “End User Obligations” (as defined below), End User may within seven days of the date on which the Acceptance Test is complete, provide USDD with written notice specifying the standards or criteria not met (“Failure Notice”). If within 30 days of the Failure Notice, USDD has not caused the System to meet the standards and criteria set forth in the Failure Notice, End User may pursue its remedies under the MPA and this EUAA. Failure of End User to provide a timely Failure Notice shall constitute End User’s irrevocable acceptance of the System.

9. **Reserved.**
10. **Warranty.** USDD warrants and guarantees its Products and Services subject to the terms and limitations set forth in the Warranty. The End User’s rights and remedies with respect to Products and Services found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth in the Warranty.
11. **Service and Support Option.** Upon expiration of the “Warranty Period” (as defined in the Warranty), End User may elect to purchase certain support and maintenance services on the terms and conditions set forth in the Service Agreement, executed contemporaneously herewith. Under the terms of the Service Agreement End User shall have four one-year options to purchase certain support and maintenance services directly from USDD (each a “Service Option”). The compensation to be paid to USDD under the Service Agreement is the “Annual Fee” (as defined in the Service Agreement). USDD may invoice End User for the Annual Fee as set forth in the Service Agreement. End User shall have no obligation to pay the invoice for the Annual Fee unless it elects to exercise its Service Option as set forth in the Service Agreement. After the expiration of the Warranty Period, USDD shall have no obligation to provide the services set forth in the Service Agreement unless and until End User exercises the Service Option and pays the Annual Fee. The “Lead Contracting Agency” (as defined in the MPA) is not a party to the Service Agreement. The Service Agreement is a separate contract entered into directly between USDD and End User and is not in any way part of or governed by the MPA.
12. **Intellectual Property.** End User hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property. End User agrees to not remove, obscure, or alter USDD’s or any third party’s copyright notice, trademarks, or

other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's products. Nothing herein shall be deemed to give, transfer, or convey to End User any rights in the Intellectual Property other than the license to use the Software, as set forth below.

13. **License.** At all times that End User is in compliance with the terms of this EUAA and the MPA, End User shall have a non-exclusive, non-transferable, fully paid license to use the Software in conjunction with the System.

14. **Insurance.**

- a. USDD shall purchase and maintain such insurance as required below for claims which may arise out of, or result from, USDD's operations under this Agreement, whether such operations are by USDD or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

- b. USDD shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the End User throughout the term of this Agreement:

Commercial General Liability Insurance with limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products and completed operations total limit, and \$1,000,000 personal injury and advertising liability.

Workers' Compensation and Employer's Liability with Workers' Compensation limits as required by the State of California and Employer's Liability limits.

- c. USDD has or shall submit the Certificates of Insurance evidencing coverage as specified above. Notwithstanding the foregoing, if after submission of the Certificate of Insurance End User authorizes USDD or its contractors to proceed with the performance of this Agreement, it shall be conclusively presumed and determined that the insurance described in the Certificates of Insurance is in full compliance with the requirements set forth above, and such requirements shall be deemed revised and amended to require only the coverages provided in the Certificate of Insurance. These terms are effective and shall be controlling whether the Certificate of Insurance is provided before or after the date of this EUAA.

15. **End User Point of Contact.** End User shall assign a single natural person to manage the installation and administration of the System (the "System Administrator"). End User shall provide USDD with written notice of such assignment prior to the first Project Meeting. End User shall provide written notice to USDD of any change of System Administrator. The System Administrator shall have the principal responsibility of overseeing and managing this EUAA on behalf of End User and shall be the primary

point of contact for End User. End User will ensure that the System Administrator is reasonably available to USDD and USDD may rely on the direction of the System Administrator in performing its duties hereunder, including without limit, direction to provide Additional Services.

16. **End User Obligations.** End User, either directly or through a third party, shall take and perform all reasonable action necessary to facilitate USDD's performance of the Services hereunder. Without limiting the foregoing, End User shall be responsible for the following:
- a. The provision of VPN using SSH protocol for remote access to the System for installation, testing, and remote access support;
 - b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "Customer Equipment"), including printer paper, toner and ink necessary for the installation, testing and functionality of the of the System;
 - c. For each "Communications Gateway" location, End User shall:
 - i. Provide street address for each installation location of Communications Gateways;
 - ii. Provide rack or cabinet space of 4 RU for the installation of the Communications Gateway server pairs. Each Gateway pair is composed of two servers, each 2 RU high;
 - iii. Provide four 15A/120V AC outlets for Communications Gateways within 4' of Communications Gateway installation location, preferably on an UPS/generator powered circuit. 2U servers have two power supplies for each server;
 - iv. Provide three 100/1000baseT LAN ports for Communications Gateways and IP KVM (1 for each Communications Gateway – 2 total, and 1 for IP KVM). These LAN ports must have connectivity to the End User's CAD system interface server for the station alerting interfaces, and connectivity to the fire station networks for station alerting. USDD will provide Network Protocol diagram for details on protocols necessary for the system operations;
 - v. Provide three CAT6 patch cables from LAN ports to Communications Gateway installation location;
 - vi. Prior to shipment of any Product, assign four IP addresses on the network where the Communications Gateways will reside, and provide the

addresses to USDD, together with the subnet mask and default gateway address (two IP addresses are for physical Communications Gateways, one IP address is for the active Communications Gateway, and one IP address is for the Spider IF KVM);

- vii. If use of the G2 Mobile smartphone application is anticipated, allow all Communications Gateway IP addresses to access the URL <https://fsa-mobile.com> (note the use of https indicating use of TLS TCP port 443);
 - viii. Provide IP address for internal NTP server for Communications Gateway time synchronization to allow outbound access to time.nist.gov on NTP (UDP 123) and either allow access to DNS outside End User's network or provide an internal DNS server IP address; and
 - ix. Provide VPN access to the 4 IP addresses assigned to the Communications Gateways (access will be required to all equipment on TCP Ports for SSH (22), HTTP (80), and HTTPS (443)).
- d. Provide a CAD interface to the System on the existing or new CAD System. If this requires software installation or development for the End User's CAD system, the End User must contact the CAD vendor and schedule this work. USDD will work with the CAD vendor to implement and test the CAD interface. If USDD is required to interface to an existing CAD system for which USDD does not have an interface, the End User is required to provide, or have the CAD vendor provide, documentation on the CAD vendor's interface. This information must be provided in a timely manner, or the System installation may be significantly delayed.
- e. Provide the voice and data radio system, data network infrastructure, CAD system and CAD interface (on the CAD system itself), dispatch computers with current version web browser, and personnel skilled in End User's radio and data systems. USDD's web-based user interface software is only supported on the most recent versions of Microsoft Internet Explorer, Google Chrome, and Mozilla Firefox web browsers;
- f. If End User purchases the VoiceAlert Radio connections option, for the Communications Gateway to radio system connection, End User shall:
- g. Procure and install radio control station(s) or radio console(s), if necessary, and integrate with existing radio system. Radios or consoles must have PTT input, audio input, and COR output for full System functionality. Provide any third party console software licenses as necessary;
- i. Provide network access from Communications Gateways to radio consoles, if radio console control is part of the project; and

- ii. Provide control radios, radio consoles, or other radio system access hardware necessary to interface the GaRI Audio Interface to End User's voice radio. Note that End User is responsible for connection of the GaRI Audio Interface to End User's radio system. USDD will provide documentation and assistance.
- h. At each ATX or ATU Station Controller installation site, End User shall:
 - i. Provide mounting location for Station Controller;
 - ii. Provide one 15A/120V AC outlet within 4' of the Station Controller location preferably on a Generator circuit;
 - iii. Provide mounting location for Station Controller UPS, if necessary;
 - iv. Provide one 10/100baseT LAN connection within 6' of the Station Controller from station LAN with 2-way TCP/IP and UDP/IP connectivity to Communications Gateway network (dispatch center or computer equipment location);
 - v. Provide one IP address, subnet mask, and default gateway for each station location;
 - vi. Provide external VPN access to the IP addresses assigned to the Station Controllers, which must provide access for SSH (22), and HTTPS (443);
 - vii. Provide connection to existing 70 volt speaker system if existing amplifier and/or speaker system is to be used;
 - viii. Provide dispatch radio for audio source for dispatch alerting, if necessary. Provide make and model of radio to be used, as well as any connector pinouts if USDD is responsible for connection per the Contract. Note, End User is responsible for connection to End User's radios unless otherwise specified in the Contract;
 - ix. Provide connections from telephone intercom, secondary dispatch radio, or other existing audio sources to the Station Controller, if necessary. Provide technical documentation on any interfaces that USDD is responsible for per the Contract. Note, End User is responsible for connection to End User Equipment unless otherwise specified in the Contract; and
 - x. Provide technical documentation of all existing equipment to which the Station Controller or Peripherals are to be interfaced. Note, End User is

responsible for connection to Customer Equipment unless otherwise specified in the Contract.

- i. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in any operating manuals for the Customer Equipment, including the replacement of UPS batteries as necessary;
- j. Providing all reasonable security and bearing all risk of loss or damage to any Products delivered to, stored at, or installed on End User's property;
- k. Providing a stable means of data transmission between the Communications Gateway and each Station Controller serviced by the System necessary for the installation, testing and functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;
- l. The correct use of the Products and System in accordance with the manufacturer and USDD's operating instructions;
- m. The security, accessibility, and integrity of the System, Customer Equipment, and installation site; and
- n. Performing all duties of "End User" set forth in the SOW.

17. Termination

- a. **By End User.** If the MPA, any PO, or this EUAA is canceled or terminated by End User or the Lead Contracting Agency for any reason other than USDD's breach, End User shall immediately pay USDD for all work in progress, Services rendered, all inventoried or ordered Products, and all other costs incurred by USDD related to this transaction.
- b. **By USDD.** If End User refuses or fails to perform any of its obligations in accordance with this EUAA or the MPA, USDD shall provide written notice thereof to End User ("Default Notice"). The Default Notice shall specifically describe the nature of the alleged failure and demand that End User cure such failure within a specified reasonable time period, which in the event of a failure to make timely payment shall be 10 days, and in all other events shall not be less than 30 days ("Cure Period"). If End User fails to cure the failure within the Cure Period, such failure shall be deemed a default under this EUAA. In such event, USDD shall have the right to terminate this EUAA by written notice to End User, and End User shall immediately pay USDD for all work in progress, Services rendered, all inventoried or ordered Products, and all other costs incurred by USDD related to this transaction.

- c. **For Failure to Complete Design Phase.** If the parties cannot complete the initial Design Phase within 30 days of the initial Project Meeting, either party may terminate this EUAA by written notice to the other. In such event, End User shall immediately pay USDD for all work in progress, services rendered, all inventoried or ordered Products, and all other costs incurred by USDD related to this transaction.
18. **Assignment.** The Parties shall not assign in whole or in part this EUAA without the prior written consent of the other Party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, USDD may freely transfer its rights under this EUAA in the event of a sale of all or substantially all of its assets or stock. Additionally, USDD may subcontract any or all of the Installation and Products manufacturing.
19. **Reserved.**
20. **Notices.** Whenever any provision of this EUAA requires the giving of written notice, it shall be deemed to have been validly given if delivered (i) in person, (ii) by registered mail, postage pre-paid, (iii) by a nationally recognized overnight courier service, or (iv) electronically via facsimile copy or email, provided that the sender obtains confirmation of transmission, to the following:
- For the End User:
Name: Jeff King
Title: Assistant Chief - Operations
Address: 3911 S. Broadway
Flower Mound, TX 75028
Fax: (972) 874-6470
Email: jeff.king@flower-mound.com
- For USDD:
US Digital Designs, Inc.
Attention: Dominic Magnoni
1835 East 6th Street, Suite 27
Tempe, Arizona 85281
Fax: 480-290-7892
Email: dmagnoni@usdd.com
21. **Headings and Usage.** The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this EUAA. When the context of the words used in this EUAA indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity or entities actually referred to require.

22. **Waiver.** No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this EUAA shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this EUAA.
23. **Execution in Counterparts.** This EUAA may be executed in counterparts, all of which taken together shall be deemed one original. The date of this EUAA shall be the latest date on which any party executes this EUAA.
24. **Entire Agreement.** This EUAA contains the entire understanding between the parties, and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This EUAA supersedes and replaces the “terms and conditions” section set forth in the Quote, if any. This EUAA may not be amended, altered, or changed except by the express written agreement of the parties. The terms of this EUAA shall take precedence over any conflicting terms in any PO or the MPA.
25. **Joint Effort.** This EUAA has been drafted through the joint efforts of the parties and shall not be construed against any party on the basis that such party is the drafter of this EUAA or any term thereof. The Parties represent and warrant to each other that each Party has had the opportunity to review this Contract with counsel of its own choosing, that each Party has either reviewed this Contract with counsel or has elected to forego such review, and that no Party shall deny the validity of this Contract on the grounds that the Party did not understand the nature and consequences of this Contract or did not have the advice of counsel.
26. **Savings Clause.** In the event any part, provision, or term of this EUAA is deemed to be illegal or unenforceable, this EUAA shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the EUAA shall be and remain in full force and effect.
27. **End User Representative.** The undersigned representative of End User hereby represents and warrants that s/he has the authority to bind End User and that the execution, delivery and performance by End User under this EUAA will not violate the provisions of any law, rule, regulation or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which End User is a party.
28. **Incorporation of all Recitals and Exhibits.** All recitals, exhibits, addenda, schedules and other documents referenced herein and attached hereto are hereby fully incorporated and made a part hereof by this reference as if the terms and content thereof had been fully set forth in the body of this EUAA.

29. **Third Party Beneficiaries.** Except as otherwise expressly set forth herein, this Contract does not and is not intended to confer any rights, benefits or remedies upon any person or entity other than the Parties.
30. **Additional Acts and Documents.** Each Party hereto agrees to do all such things and take all such actions and to make, execute and deliver such other documents and instruments as shall be reasonably requested by the other Party to carry out the provisions, intent and purposes of this Contract.

City of Flower Mound, Texas:

US Digital Designs, Inc.:

By: _____
Name: STEVE DIXON
Its: MAYOR
Date: _____

By: _____
DOMINIC MAGNONI,
Vice President
Date: _____

EXHIBIT A

Quote

See Quote #TX_FLWR003-Qv1-1Dispatch&6StationSystems(2019Aug28).pdf attached

US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

Flower Mound, Texas
Flower Mound Fire Department

Project:

G2 Fire Station Alerting System
1 Dispatch Systems & 6 Station Systems

Proposal number:

TX_FLWR003

Revision #

2

[Pricing per Public Procurement Authority (PPA), Master Price Agreement (MPA) and available to members of National Purchase Partners, LLC dba FireRescueGPO, dba Public Safety GPO, dba Law Enforcement GPO and dba NPPGov - more information available at <https://www.nppgov.com/vendors/us-digital-designs/>] **Flower Mound Fire Department is a member. # M-5692373**

Quote Date:

28-Aug-2019

Quote Expires:

26-Nov-2019

FOR FINAL INSTALLATION CONTACT:

Steve LePrel; sleprell@crosspointcomm.com

Customer to go direct with Crosspoint Communications

By:

Luke Eddington
Project Manager

US Digital Designs, Inc.

1835 E Sixth St #27

Tempe, AZ 85281

602-687-1739 direct

480-290-7892 fax

ledington@usdd.com

[This Proposal is subject to corrections due to Errors or Omissions]

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 8/28/2019
Expires: 11/26/2019

Quote SUBMITTED TO:
Flower Mound, Texas
Flower Mound Fire Department

REF PROPOSAL

TX_FLWR003 v2

DISPATCH-LEVEL

PRIMARY DISPATCH G2 FSA SYSTEM

Dispatch center costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed).

DISPATCH SYSTEM INTERFACES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DI1	LOT	USDD	0	Radio System Interface (Full Console Interface - Requires (owner-furnished) dedicated console, specifically and solely tasked for Station Alerting)	RSI	\$ 13,650.00	\$ 12,285.00	\$ -	
DI2	LOT	USDD	0	Additional Radio Channel	ARC	\$ 4,225.00	\$ 3,802.50	\$ -	
DI3	LOT	CAD	1	CAD Interface - ICS (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	PCAD-I	\$ 11,950.00	\$ 10,755.00	\$ 10,755.00	

DISPATCH SYSTEM COMPONENTS									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DC1a	PR	USDD	1	G2 Communications Gateway Pair (Hardware for CAD interface) 2@2RU each	G2-GW	\$ 10,425.00	\$ 9,382.50	\$ 9,382.50	
DC1b	PR	USDD	0	G2 Communications Gateway Pair (Hardware for CAD interface) 2@1RU each	G2-GW	\$ 7,220.00	\$ 6,498.00	\$ -	
DC2	Kit	USDD	1	Multi-Port Ethernet Interface Pair (8 Ports Total) to support additional networks	MPE-8	\$ 1,175.00	\$ 1,057.50	\$ 1,057.50	
DC3a	Kit	USDD	0	G2 Gateway Audio Radio Interface (GaRI) - Rack Mount	GaRI-RM	\$ 2,075.00	\$ 1,867.50	\$ -	
DC3b	Kit	USDD	1	G2 Gateway Audio Radio Interface (GaRI) - Flange Mount	GaRI-FM	\$ 2,075.00	\$ 1,867.50	\$ 1,867.50	
DC4	Kit	USDD	0	G2 Gateway Audio Serial Interface (GaSi)	GaSi	\$ 1,440.00	\$ 1,296.00	\$ -	
DC5	Kit	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others)	TVR	\$ 975.00	\$ 877.50	\$ -	
DC6	Kit	USDD	0	G2 Light Tower Interface	LTI	\$ 575.00	\$ 517.50	\$ -	

DISPATCH SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DS1	HR	USDD	50	Gateway Configuration & Modifications	GW-CM	\$ 310.00	\$ 279.00	\$ 13,950.00	
DS2	LOT	USDD	0	Radio System Interface Modification	RSI-CM	\$ 4,225.00	\$ 3,802.50	\$ -	
DS3	LOT	USDD	1	Gateway Installation and Start-up	GW-ISU	\$ 6,425.00	\$ 5,782.50	\$ 5,782.50	
DS4	LOT	USDD	1	Gateway Project Management	GW-PM	\$ 369.23	\$ 332.30	\$ 332.30	
DS5a	LOT	USDD	1	Training - System Administrator / Dispatch Supervisor - On-Site (4 Hours / Train-The-Trainer)	TRA-DIS-O	\$ 4,025.00	\$ 3,622.50	\$ 3,622.50	
DS5b	LOT	USDD	0	Training - System Administrator / Dispatch Supervisor - Remote Refresh (4 Hours / Train-The-Trainer)	TRA-DIS-R	\$ 1,200.00	\$ 1,080.00	\$ -	
DS6a	LOT	USDD	1	Training - Station-Level Configuration and Equipment Usage - On-Site (4 Hours / Train-The-Trainer)	TRA-STA-O	\$ 4,025.00	\$ 3,622.50	\$ 3,622.50	
DS6b	LOT	USDD	0	Training - Station-Level Configuration and Equipment Usage - Remote Refresh (4 Hours / Train-The-Trainer)	TRA-STA-R	\$ 1,200.00	\$ 1,080.00	\$ -	
DS7a	LOT	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / (8 Hours / Train-The-Trainer (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
DS7b	LOT	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours / Train-The-Trainer (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
DS8a	HR	USDD	0	Management Meeting with Customer / at USDD Tempe, AZ location (per Hour / Per Person)	MTG-MGT-U	\$ 244.00	\$ 219.60	\$ -	
DS8b	LOT	USDD	0	Management Meeting with Customer / at Customer Site (above per hour/per person cost + required travel and accomodation)	MTG-MGT-C	\$ -	\$ -	\$ -	
DS9	LOT	USDD	0	Misc Option 1		\$ -	\$ -	\$ -	
DS10	LOT	USDD	0	Misc Option 2		\$ -	\$ -	\$ -	

PRIMARY DISPATCH G2 FSA SYSTEM		System Total:	\$ 50,372.30
		Shipping Total:	\$ 126.00
			\$ 1,007.45
		System Subtotal	\$ 51,505.75

PRIMARY DISPATCH WARRANTY & SUPPORT

INCLUDES G2 MOBILE SMART-PHONE ALERTING APPS & USDD-HOSTED MAPPING SERVICES (if available). Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

DISPATCH-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
17	HR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 2,306.25	\$2,075.63	3113.4375 but No Charge For Initial Warranty Period / Not Included in Subtotals
18	LOT	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 2,306.25	\$ 2,075.63	\$ -

INDIVIDUAL DISPATCH SYSTEMS TOTALS

PRIMARY DISPATCH G2 FSA SYSTEM TOTAL:	\$ 51,505.75
PRIMARY DISPATCH MOBILE APP SERVICE TOTAL:	\$ -
PRIMARY DISPATCH MAPPING SERVICE TOTAL:	\$ -

ENTIRE DISPATCH-LEVEL SUBTOTALS (NOW INCLUDING WARRANTY & OPTIONAL SUPPORT AS WELL)

ALL DISPATCH-LEVEL SYSTEMS SUBTOTAL:	\$ 50,372.30
ALL DISPATCH-LEVEL SHIPPING SUBTOTAL:	\$ 126.00
ALL DISPATCH-LEVEL WARRANTY & SUPPORT:	\$ -
Texas Cost-Recovery Fee*	\$ 1,007.45
PRIMARY DISPATCH-LEVEL GRAND TOTAL:	\$ 51,505.75

(SEE 'SECTION TOTALS' PAGE FOR EVEN MORE DETAIL)

* SEE SECTION TOTALS PAGE FOR EXPLANATION OF THE TEXAS COST-RECOVERY FEE

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27

Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTEDATE: 8/28/2019
Expires: 11/26/2019Quote SUBMITTED TO:
Flower Mound, Texas
Flower Mound Fire DepartmentREF PROPOSAL
TX FLWR003 v2 STATION-LEVEL**STATION 01**

Based from USDD G2 Fire Station Alerting System Design Drawing USDD.TX FLWR.ALL STATIONS.FSA.2019.05.13

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License. One-Time/Perpetual (unless further USDD modification is needed)	VA	\$ 1,030.00	\$ 927.00	\$ 927.00
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Included

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$ 19,575.00	\$ 19,575.00
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ -
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$ 48.60	\$ -
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$ 48.60	\$ -
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70
SC6	Ea	TBD	1	Shell/Bracket, Wall Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 51.30

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	Atlas	0	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ -
SP1b	Ea	Atlas	0	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ -
SP2	Ea	USDD	7	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ 4,567.50
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ 877.50
SP3b	Ea	USDD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,377.57	\$ 1,239.81	\$ -
SP3c	Ea	USDD	0	Flat Panel / TV Mount - Universal 23"-46" Tilt	FPM-U	\$ 107.86	\$ 97.07	\$ -
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,275.00	\$ 1,147.50	\$ -
SP5	Ea	USDD	4	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ 396.00
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ -
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,275.00	\$ 1,147.50	\$ -
SP9a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -

SP9b	Ea	USDD	5	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 4,725.00	
SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	0	MS-G Adapter Plate, SINGLE, VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 38.00	\$ 34.20	\$ -	
SP9e	Ea	USDD	0	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 49.00	\$ 44.10	\$ -	
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	USDD	0	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ -	
SP12a	Ea	USDD	1	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ 1,822.50	
SP12c	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -	
SP12d	Ea	USDD	0	RR2 Surface Mount Back Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-BB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	0	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ -	
SP16	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ -	
SP17a	Ea	USDD	0	G2 SPEAKER - OmniStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OMS	\$ 815.00	\$ 733.50	\$ -	
SP17b	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OMS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket / DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OMS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OMS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	Bogn	0	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ -	
SP18b	Ea	Bogn	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	Bogn	0	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ -	
SP20	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ -	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM SERVICES

Item	Unit	Mtr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	0	Station Installation - Customer to go direct with Crosspoint Communications	ST-INST	\$ -	\$ -	\$ -	
SS2	Ea	USDD	0	Station Remediation (Removal) and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,063.88	\$ 1,857.49	\$ 1,857.49	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,050.70	\$ 945.63	\$ 945.63	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 375.25	\$ 337.73	\$ 337.73	

SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 56.29	\$ 50.66	\$ 50.66	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours /	TRA-UT-R	\$ 600.00	\$ 540.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours / (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours / (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mtr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 3,377.25	\$ 3,039.53	4559.2875 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 3,377.25	\$ 3,039.53	\$ -	

STATION 01		System:	\$ 36,964.00
		Shipping:	\$ 627.00
		Warranty & Support:	\$ -
		Texas Cost-Recovery Fee	\$ 739.28
		STATION SUBTOTAL:	\$ 38,330.28

*** SEE SECTION TOTALS PAGE FOR EXPLANATION OF THE TEXAS COST-RECOVERY FEE**

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

Station System Installation Notes:	
01	Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02	Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03	USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04	Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05	Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06	Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07	Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08	Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed included or budgeted for in this proposal
09	USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10	Structural backing for system devices and other millwork (not specifically detailed) by others.
11	If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12	All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13	All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14	USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15	Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27

Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTEDATE: 8/28/2019
Expires: 11/26/2019

Quote SUBMITTED TO:

Flower Mound, Texas

Flower Mound Fire Department

REF PROPOSAL

TX FLWR003 v2

STATION-LEVEL

STATION 02

Based from USDD G2 Fire Station Alerting System Design Drawing USDD.TX FLWR.ALL STATIONS.FSA.2019.05.13

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License. One-Time/Perpetual (unless further USDD modification is needed)	VA	\$ 1,030.00	\$ 927.00	\$ 927.00
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Included

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$ 19,575.00	\$ 19,575.00
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ -
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$ 48.60	\$ -
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$ 48.60	\$ -
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70
SC6	Ea	TBD	1	Shell/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 51.30

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	Atlas	0	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ -
SP1b	Ea	Atlas	0	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ -
SP2	Ea	USDD	6	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ 3,915.00
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ 877.50
SP3b	Ea	USDD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,377.57	\$ 1,239.81	\$ -
SP3c	Ea	USDD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$ 107.86	\$ 97.07	\$ -
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,275.00	\$ 1,147.50	\$ -
SP5	Ea	USDD	3	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ 297.00
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ -
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,275.00	\$ 1,147.50	\$ -
SP9a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -

SP9b	Ea	USDD	3	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 2,835.00	
SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	0	MS-G Adapter Plate, SINGLE, VESA 100, joins (1) MS-G-S (or E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 38.00	\$ 34.20	\$ -	
SP9e	Ea	USDD	0	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 49.00	\$ 44.10	\$ -	
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	USDD	0	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 256.30	\$ -	
SP12a	Ea	USDD	0	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ -	
SP12c	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -	
SP12d	Ea	USDD	0	RR2 Surface Mount Back Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-BB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	0	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ -	
SP16	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ -	
SP17a	Ea	USDD	0	G2 SPEAKER - OmniStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OMS	\$ 815.00	\$ 733.50	\$ -	
SP17b	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OMS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OMS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OMS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	Bogn	0	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ -	
SP18b	Ea	Bogn	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	Bogn	0	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ -	
SP20	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ -	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	0	Station Installation - Customer to go direct with Crosspoint Communications	ST-INST	\$ -	\$ -	\$ -	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 1,953.90	\$ 1,758.51	\$ 1,758.51	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 976.95	\$ 879.26	\$ 879.26	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 325.65	\$ 293.09	\$ 293.09	

SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 54.94	\$ 49.45	\$ 49.45	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours /	TRA-UT-R	\$ 600.00	\$ 540.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours / (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours / (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 2,930.85	\$ 2,637.77	3956.6475 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 2,930.85	\$ 2,637.77	\$ -	

STATION 02		System:	\$ 32,288.80
		Shipping:	\$ 542.00
		Warranty & Support:	\$ -
		Texas Cost-Recovery Fee	\$ 645.78
		STATION SUBTOTAL:	\$ 33,476.58

* SEE SECTION TOTALS PAGE FOR EXPLANATION OF THE TEXAS COST-RECOVERY FEE

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

Station System Installation Notes:	
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.	
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors	
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.	
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.	
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.	
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.	
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.	
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.	
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.	
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.	
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.	
12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.	
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.	
14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments	
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect	

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27

Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 8/28/2019

Expires: 11/26/2019

Quote SUBMITTED TO:

Flower Mound, Texas

Flower Mound Fire Department

REF PROPOSAL

TX_FLWR003 v2

STATION-LEVEL

STATION 03

Based from USDD G2 Fire Station Alerting System Design Drawing USDD.TX_FLWR.ALL STATIONS.FSA.2019.05.13

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License. One-Time/Perpetual (unless further USDD modification is needed)	VA	\$ 1,030.00	\$ 927.00	\$ 927.00
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Included

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$ 19,575.00	\$ 19,575.00
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ -
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$ 48.60	\$ -
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$ 48.60	\$ -
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70
SC6	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 51.30

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	Atlas	0	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ -
SP1b	Ea	Atlas	0	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ -
SP2	Ea	USDD	6	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ 3,915.00
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ 877.50
SP3b	Ea	USDD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,377.57	\$ 1,239.81	\$ -
SP3c	Ea	USDD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$ 107.86	\$ 97.07	\$ -
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,275.00	\$ 1,147.50	\$ -
SP5	Ea	USDD	2	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ 198.00
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ -
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,275.00	\$ 1,147.50	\$ -
SP9a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -

SP9b	Ea	USDD	5	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 4,725.00	
SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 38.00	\$ 34.20	\$ -	
SP9e	Ea	USDD	0	MS-G Adapter Plate, DOUBLE. VESA 100, joins (2) MS-G-S (or E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 49.00	\$ 44.10	\$ -	
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	USDD	0	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ -	
SP12a	Ea	USDD	0	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ -	
SP12c	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -	
SP12d	Ea	USDD	0	RR2 Surface Mount Back Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-BB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	0	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ -	
SP16	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ -	
SP17a	Ea	USDD	0	G2 SPEAKER - OmniStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OMS	\$ 815.00	\$ 733.50	\$ -	
SP17b	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OMS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket / DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OMS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OMS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	Bogn	0	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ -	
SP18b	Ea	Bogn	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	Bogn	0	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ -	
SP20	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ -	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	0	Station Installation - Customer to go direct with Crosspoint Communications	ST-INST	\$ -	\$ -	\$ -	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,022.08	\$ 1,819.87	\$ 1,819.87	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,036.65	\$ 932.99	\$ 932.99	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 345.55	\$ 311.00	\$ 311.00	

SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 53.47	\$ 48.12	\$ 48.12	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours /	TRA-UT-R	\$ 600.00	\$ 540.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours / (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours / (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 3,109.95	\$ 2,798.96	4198.4325 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 3,109.95	\$ 2,798.96	\$ -	

STATION 03		System:	\$ 34,211.47
		Shipping:	\$ 577.00
		Warranty & Support:	\$ -
		Texas Cost Recovery Fee	\$ 684.23
		STATION SUBTOTAL:	\$ 35,472.70

* SEE SECTION TOTALS PAGE FOR EXPLANATION OF THE TEXAS COST-RECOVERY FEE

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

Station System Installation Notes:	
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.	
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors	
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed	
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD	
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.	
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.	
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.	
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal	
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.	
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.	
11 - If applicable Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.	
12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others	
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.	
14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments	
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect	

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27

Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTEDATE: 8/28/2019
Expires: 11/26/2019

Quote SUBMITTED TO:

Flower Mound, Texas

Flower Mound Fire Department

REF PROPOSAL

TX_FLWR003 v2

STATION-LEVEL

STATION 04

Based from USDD G2 Fire Station Alerting System Design Drawing USDD.TX_FLWR.ALL STATIONS.FSA.2019.05.13

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License One-Time/Perpetual (unless further USDD modification is needed)	VA	\$ 1,030.00	\$ 927.00	\$ 927.00
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Included

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$ 19,575.00	\$ 19,575.00
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ -
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$ 48.60	\$ -
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$ 48.60	\$ -
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70
SC6	Ea	TBD	1	Shell/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 51.30

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	Atlas	0	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ -
SP1b	Ea	Atlas	0	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ -
SP2	Ea	USDD	7	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ 4,567.50
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ 877.50
SP3b	Ea	USDD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,377.57	\$ 1,239.81	\$ -
SP3c	Ea	USDD	0	Flat Panel / TV Mount - Universal 23"-46" Tilt	FPM-U	\$ 107.86	\$ 97.07	\$ -
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,275.00	\$ 1,147.50	\$ -
SP5	Ea	USDD	3	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ 297.00
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ -
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,275.00	\$ 1,147.50	\$ -
SP9a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -

SP9b	Ea	USDD	5	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 4,725.00	
SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	0	MS-G Adapter Plate, SINGLE, VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 38.00	\$ 34.20	\$ -	
SP9e	Ea	USDD	0	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 49.00	\$ 44.10	\$ -	
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	USDD	0	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ -	
SP12a	Ea	USDD	0	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ -	
SP12c	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -	
SP12d	Ea	USDD	0	RR2 Surface Mount Back Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-BB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	0	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ -	
SP16	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ -	
SP17a	Ea	USDD	0	G2 SPEAKER - OmniStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - Includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OMS	\$ 815.00	\$ 733.50	\$ -	
SP17b	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OMS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket / DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OMS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OMS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	Bogn	0	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ -	
SP18b	Ea	Bogn	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	Bogn	0	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ -	
SP20	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ -	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	0	Station Installation - Customer to go direct with Crosspoint Communications	ST-INST	\$ -	\$ -	\$ -	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,052.62	\$ 1,847.36	\$ 1,847.36	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,026.31	\$ 923.68	\$ 923.68	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 389.29	\$ 350.36	\$ 350.36	

SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 56.03	\$ 50.43	\$ 50.43	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours /	TRA-UT-R	\$ 600.00	\$ 540.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours / (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours / (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 3,185.10	\$ 2,866.59	4299.885 but No Charge For Initial Warranty Period / Not Included in Subtotals
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 3,185.10	\$ 2,866.59	\$ -

STATION 04		System:	\$ 35,022.83
		Shipping:	\$ 601.00
		Warranty & Support:	\$ -
		Texas Cost-Recovery Fee	\$ 700.46
		STATION SUBTOTAL:	\$ 36,324.28

* SEE SECTION TOTALS PAGE FOR EXPLANATION OF THE TEXAS COST-RECOVERY FEE

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

Station System Installation Notes:	
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.	
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.	
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.	
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.	
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.	
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.	
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.	
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.	
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.	
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.	
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.	
12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others	
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.	
14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.	
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect	

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27

Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTEDATE: 8/28/2019
Expires: 11/26/2019

Quote SUBMITTED TO:

Flower Mound, Texas

Flower Mound Fire Department

REF PROPOSAL

TX FLWR003 v2

STATION-LEVEL

STATION 05

Based from USDD G2 Fire Station Alerting System Design Drawing USDD.TX FLWR.ALL STATIONS.FSA.2019.05.13

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License. One-Time/Perpetual (unless further USDD modification is needed)	VA	\$ 1,030.00	\$ 927.00	\$ 927.00
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Included

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$ 19,575.00	\$ 19,575.00
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ -
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$ 48.60	\$ -
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$ 48.60	\$ -
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70
SC6	Ea	TBD	1	Shell/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 51.30

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	Atlas	0	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ -
SP1b	Ea	Atlas	0	Shell, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ -
SP2	Ea	USDD	7	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ 4,567.50
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ 877.50
SP3b	Ea	USDD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,377.57	\$ 1,239.81	\$ -
SP3c	Ea	USDD	0	Flat Panel / TV Mount - Universal 23"-46" Tilt	FPM-U	\$ 107.86	\$ 97.07	\$ -
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,275.00	\$ 1,147.50	\$ -
SP5	Ea	USDD	3	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ 297.00
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ -
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,275.00	\$ 1,147.50	\$ -
SP9a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -

SP9b	Ea	USDD	5	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 4,725.00	
SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	0	MS-G Adapter Plate, SINGLE, VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 38.00	\$ 34.20	\$ -	
SP9e	Ea	USDD	0	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 49.00	\$ 44.10	\$ -	
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	USDD	0	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ -	
SP12a	Ea	USDD	0	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ -	
SP12c	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -	
SP12d	Ea	USDD	0	RR2 Surface Mount Back Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-BB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	0	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ -	
SP16	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ -	
SP17a	Ea	USDD	0	G2 SPEAKER - OmniStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OMS	\$ 815.00	\$ 733.50	\$ -	
SP17b	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") 1 Beam	SPK-OMS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket / DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OMS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OMS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	Bogn	0	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ -	
SP18b	Ea	Bogn	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	Bogn	0	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ -	
SP20	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ -	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mtr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	0	Station Installation - Customer to go direct with Crosspoint Communications	ST-INST	\$ -	\$ -	\$ -	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,055.66	\$ 1,850.09	\$ 1,850.09	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,038.02	\$ 934.22	\$ 934.22	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 398.70	\$ 358.83	\$ 358.83	

SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 55.81	\$ 50.23	\$ 50.23	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours /	TRA-UT-R	\$ 600.00	\$ 540.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours / (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours / (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 3,185.10	\$ 2,866.59	4299.885 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 3,185.10	\$ 2,866.59	\$ -	

STATION 05		System:	\$ 35,044.37
		Shipping:	\$ 601.00
		Warranty & Support:	\$ -
		Texas Cost-Recovery Fee	\$ 700.89
		STATION SUBTOTAL:	\$ 36,346.26

*** SEE SECTION TOTALS PAGE FOR EXPLANATION OF THE TEXAS COST-RECOVERY FEE**

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

Station System Installation Notes:	
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.	
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors	
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed	
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.	
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.	
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.	
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.	
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed included or budgeted for in this proposal.	
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.	
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.	
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.	
12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others	
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.	
14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments	
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect	

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27

Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 8/28/2019

Expires: 11/26/2019

Quote SUBMITTED TO:

Flower Mound, Texas

Flower Mound Fire Department

REF PROPOSAL
TX_FLWR003 v2

STATION-LEVEL

STATION 06

Based from USDD G2 Fire Station Alerting System Design Drawing USDD.TX FLWR.ALL STATIONS.FSA.2019.05.13

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License. One-Time/Perpetual (unless further USDD modification is needed)	VA	\$ 1,030.00	\$ 927.00	\$ 927.00
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Included

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$ 19,575.00	\$ 19,575.00
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ -
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$ 48.60	\$ -
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$ 48.60	\$ -
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70
SC6	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 51.30

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	Atlas	0	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ -
SP1b	Ea	Atlas	0	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ -
SP2	Ea	USDD	5	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ 3,262.50
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ 877.50
SP3b	Ea	USDD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,377.57	\$ 1,239.81	\$ -
SP3c	Ea	USDD	0	Flat Panel / TV Mount - Universal 23"-46" Tilt	FPM-U	\$ 107.86	\$ 97.07	\$ -
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,275.00	\$ 1,147.50	\$ -
SP5	Ea	USDD	3	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ 297.00
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ -
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,275.00	\$ 1,147.50	\$ -
SP9a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -

SP9b	Ea	USDD	2	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 1,890.00	
SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 38.00	\$ 34.20	\$ -	
SP9e	Ea	USDD	0	MS-G Adapter Plate, DOUBLE. VESA 100, joins (2) MS-G-S (or E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 49.00	\$ 44.10	\$ -	
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	USDD	0	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ -	
SP12a	Ea	USDD	0	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ -	
SP12c	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -	
SP12d	Ea	USDD	0	RR2 Surface Mount Back Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-BB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	0	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ -	
SP16	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ -	
SP17a	Ea	USDD	0	G2 SPEAKER - OmniStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OMS	\$ 815.00	\$ 733.50	\$ -	
SP17b	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OMS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket / DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OMS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OMS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	Bogn	0	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ -	
SP18b	Ea	Bogn	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	Bogn	0	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ -	
SP20	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ -	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	0	Station Installation - Customer to go direct with Crosspoint Communications	ST-INST	\$ -	\$ -	\$ -	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 1,908.98	\$ 1,718.08	\$ 1,718.08	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 952.68	\$ 857.41	\$ 857.41	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 323.19	\$ 290.87	\$ 290.87	

SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 54.08	\$ 48.67	\$ 48.67	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours /	TRA-UT-R	\$ 600.00	\$ 540.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours / (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours / (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 2,771.10	\$ 2,493.99	3740.985 but No Charge For Initial Warranty Period / Not Included in Subtotals
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 2,771.10	\$ 2,493.99	\$ -

STATION 06		System:	\$ 30,626.03
		Shipping:	\$ 504.00
		Warranty & Support:	\$ -
		Texas Cost-Recover Fee	\$ 612.52
		STATION SUBTOTAL:	\$ 31,742.55

* SEE SECTION TOTALS PAGE FOR EXPLANATION OF THE TEXAS COST-RECOVERY FEE

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

Station System Installation Notes:	
01	Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02	Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03	USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed
04	Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05	Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06	Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07	Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08	Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed included or budgeted for in this proposal
09	USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10	Structural backing for system devices and other millwork (not specifically detailed) by others.
11	If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12	All electrical power, including (but not limited to) raceway/conduit, backboxes, service panels, high-voltage wiring and fixtures by others
13	All communications pathway infrastructure (network, radio, etc) by others unless specifically detailed in this proposal.
14	USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments
15	Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

877-551-8733 tel

480-290-7892 fax

QUOTE

DATE: 8/28/2019

Expires: 11/26/2019

Quote SUBMITTED TO:

Flower Mound, Texas

Flower Mound Fire Department

REF PROPOSAL

TX_FLWR003 v2

Section Totals

SECTION TOTALS		
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]		
DISPATCH-LEVEL SUBTOTAL		
	\$	51,505.75
Includes:	PRIMARY DISPATCH G2 FSA SYSTEM :	\$ 51,505.75
	PRIMARY DISPATCH MOBILE APP SERVICE :	\$ -
	PRIMARY DISPATCH MAPPING SERVICE :	\$ -
	PRIMARY DISPATCH WARRANTY & SUPPORT :	\$ -
Notes: One (1) Dispatch Center System has been requested in this proposal. Per Customer's request, Backup Dispatch Center has been removed.		
STATION-LEVEL SUBTOTAL		
	\$	211,692.65
Includes:	STATION 01 SYSTEM:	\$ 38,330.28
	STATION 01 WARRANTY & SUPPORT:	\$ -
Includes:	STATION 02 SYSTEM:	\$ 33,476.58
	STATION 02 WARRANTY & SUPPORT:	\$ -
Includes:	STATION 03 SYSTEM:	\$ 35,472.70
	STATION 03 WARRANTY & SUPPORT:	\$ -
Includes:	STATION 04 SYSTEM:	\$ 36,324.28
	STATION 04 WARRANTY & SUPPORT:	\$ -
Includes:	STATION 05 SYSTEM:	\$ 36,346.26
	STATION 05 WARRANTY & SUPPORT:	\$ -
Includes:	STATION 06 SYSTEM:	\$ 31,742.55
	STATION 06 WARRANTY & SUPPORT:	\$ -
Notes: (6) Station Systems have been included in this proposal. Customer to go direct with Crosspoint Communications for installation.		
US Digital Designs System Total		
	\$	263,198.40

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

The Texas Cost-Recovery Fee is a fee charged by USDD to offset amounts incurred by USDD to calculate, file and pay franchise taxes charged by the State of Texas for doing business within the state. The recovery fee is NOT a tax that is required to be paid by the customer and collected by USDD.

EXHIBIT B

Scope of Work

Provision of Products and Services as described in the Quote for installation at two Dispatch centers and 6 station locations. Installation of Station Equipment to be provided by G2 Certified Installer (Crosspoint Communications.) as shown on the attached station designs and identified as File #USDD.TX_FLWR.ALLSTATIONS.FSA.2019.05.13.pdf.

Services to be provided by USDD are as follows:

Project Deliverables

Hardware Deliverables

US Digital Designs will provide the hardware as detailed on the Quote provided to the End User. Hardware delivery/shipment is intended to be a single shipment to a single receiving point. The End User provided warehouse must be an environmentally controlled and secure storage area.

Software Deliverables

US Digital Designs will provide standard embedded software for the operation of the station alerting system. This includes the software for the operation of the central Communications Gateway and GaRI radio system interfaces.

Modifications to Standard Products

Modifications will be made, if required, to US Digital Designs standard products where necessary to provide the agreed upon functionality. Modifications will include VoiceAlert element order and repetition, and printer display elements.

Standard Interface Software

The US Digital Designs' Communications Gateway will interface to the End User's CAD system using the USDD standard fire station alerting interface. The costs associated with CAD provider's fees are not included. CAD Provider's portion of the FSA interface is the responsibility of the End User.

Training

Dispatch System Operation (half-day). The Dispatch System Operation class is intended to give dispatch center personnel the skills to use the alerting system through the CAD system, to operate the Manual Alerting client and to recognize system faults. The class will be hands-on using the system prior to go live.

Administration and Maintenance (half-day). The Administration and Maintenance class is intended to give technical service personnel the skills to perform system configuration, basic

diagnostics and troubleshooting on the station alerting system. The class will be hands-on using the system prior to go live.

US Digital Designs Project Roles and Responsibility

Overview

US Digital Designs will assign qualified personnel to implement the System for the Project. The project team will be located primarily at the USDD headquarters in Tempe, Arizona, but will travel as necessary to the End User's location.

The following is a proposed list of USDD project personnel roles for this project. The list of roles may change as necessary to accommodate new project requirements.

US Digital Designs Project Manager

The USDD project manager ("Project Manager") will have the overall responsibility for ensuring the success of the USDD portion of this project. The Project Manager will be the primary contact for project-related issues and will be responsible for issue resolution. The Project Manager will also develop an issue escalation plan in conjunction with the End User's System Administrator.

Software Engineer

The USDD Software Engineer will be responsible for USDD's configuration of software required for the system, and for the resolution of any USDD software issues identified during the course of the project.

Project Implementation

USDD will work with the Contractor, End User and CAD provider to develop an implementation plan and schedule that meets the needs of the Contractor and End User and is completed within the overall timeframe of the project. The implementation plan will list all equipment to be delivered and will detail the delivery timeframe for this equipment as well as any work to be done by Contractor prior to or after delivery and installation.

CAD Interface Customization

US Digital Designs will provide its standard API for CAD System alerting interfacing and will customize this interface to operate with the current version of the End User's CAD system FSA interface. Any associated FSA interface fees charged by the End User's CAD provider are not included in the US Digital Designs quote.

System Functionality Demonstration

Pursuant to the terms of the Contract, US Digital Designs will demonstrate the functionality of the installed and configured system after system installation. This demonstration will preferably utilize the CAD system to allow end-to-end demonstration.

Acceptance Test Procedures

After all installation is complete and basic functionality has been demonstrated, End User and US Digital Designs will initiate the Acceptance Test Procedure (“ATP”). The ATP procedure will be jointly developed based on the intended functionality of the System as actually installed and carried out according to the terms of the Contract.

Change Management Process

A change management plan shall be developed jointly by Contractor, End User and USDD to document procedures for additions, deletions and modifications to the scope of the project. This includes software feature development and delivery and installation of additional equipment requested by the End User.

Document Review

US Digital Designs will submit documentation developed under this project for approval prior to inclusion in the project documents as necessary.

Project Closure

Overview

The project closure process ensures that all outstanding issues are resolved, provides feedback on the project successes and issues to the Contractor, End User and US Digital Designs, and transitions the End User and System from a project to a support process.

Completion of Punch List Items

US Digital Designs will work with the Contractor and End User to identify any outstanding items for resolution. A list will be made of any unresolved issues and a disposition will be created for each item.

System Acceptance

System Acceptance Test will be conducted in accordance with the Contract.

Transition to Support

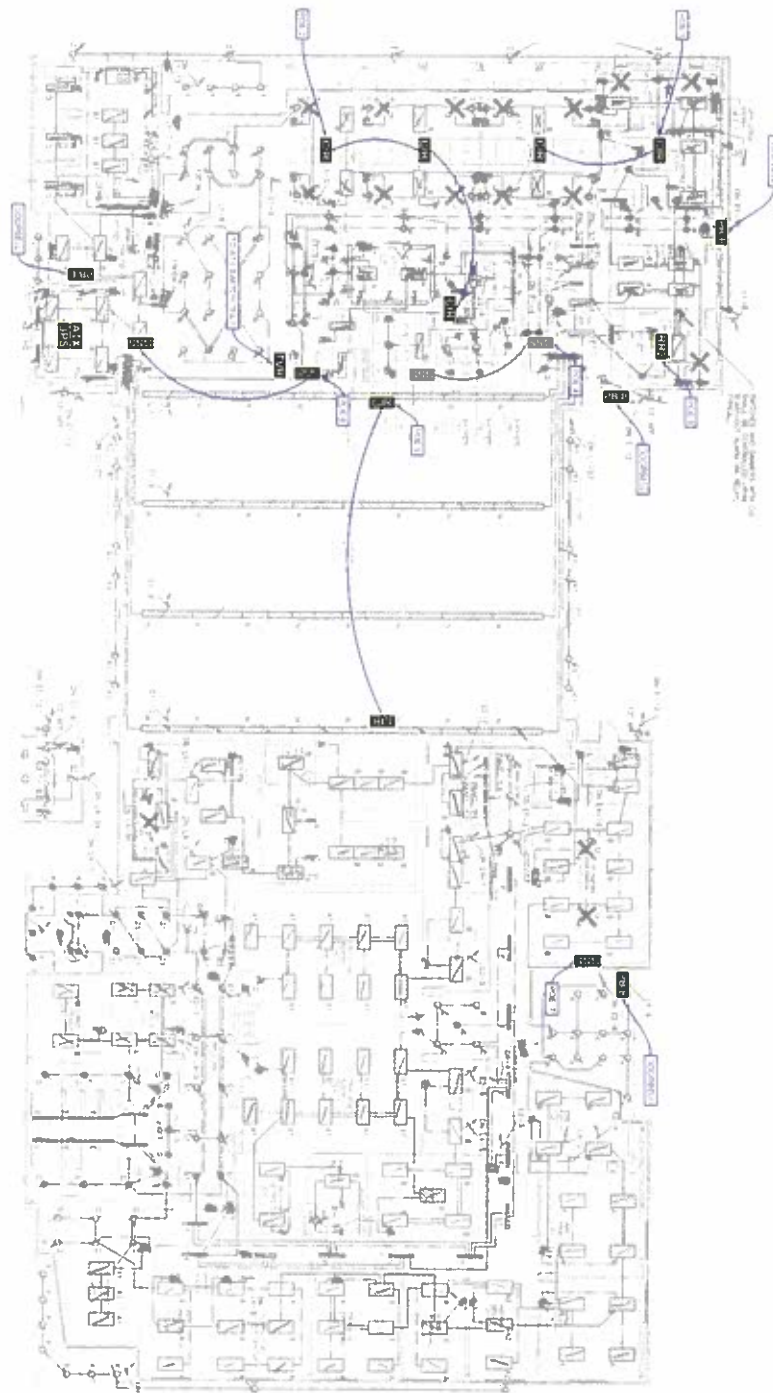
After a successful Acceptance Test and a short confirmation period, as mutually defined in the ATP process document, the End User will be transitioned to support from the project team. The primary contact for the End User may change. It is important for the End User to continue to provide remote access to the System after the transition to support to allow US Digital Designs support personnel to perform remote diagnostics on the System.

Project Closure

After transition of the End User to technical support, US Digital Designs will prepare a document detailing any outstanding issues, lessons learned and other pertinent information for the Contractor, End User and/or CAD provider.

NOTES

- 1 SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS
 - 2 US DIGITAL DESIGNS DOES NOT SUPPLY BACK BOXES, CONDUITS, OR MOUNTING FASTENERS
 - 3 US DIGITAL DESIGNS FIRE STATION ALERTING PLANS ARE DIAGRAMMATIC AND FOR QUOTING PURPOSES ONLY. DRAWING MAY NOT BE TO SCALE.
 - 4 PROVIDER G2 SYSTEM IS ABLE TO SIGNAL OWNER-FURNISHED SYSTEMS (EXHAUST LIGHT, GAS SHUT OFF, ETC.) BUT USDD DOES NOT SUPPLY THESE SYSTEMS AND CANNOT WARRANT OR SUPPORT ANY OF THEIR PERFORMANCE BEYOND THE TRANSMISSION OF RELAY SIGNAL TO THEM
- INSTALLER NOTES**
- 1 INSTALLER TO INCLUDE CONNECTION BETWEEN ATX STATION CONTROLLER'S LINE-LEVEL AUDIO OUTPUT AND (EXISTING) OWNER-FURNISHED HOUSE AUDIO SYSTEM (AMP) IF APPLICABLE
 - 2 INSTALLER TO PROVIDE 1 CAT5/E CABLE FROM ATX CONTROLLER TO CUSTOMER EXISTING STATION AUDIO AND NETWORK SYSTEM FOR BACKUP
 - 3 INSTALLER TO PROVIDE CONNECTION BETWEEN EXISTING OWNER-FURNISHED STATION LIGHTING CONTROL SYSTEM AND RELAY OUTPUT (IF APPLICABLE)
 - 4 INSTALLER TO VERIFY WALL AND CEILING TYPE TO DETERMINE NEED FOR FLUSH OR SURFACE MOUNT INSTALLATION OF EQUIPMENT SPECIFIED



POE = USDD device connects to G2 ATX Power-Over-Ethernet (POE) port 1 thru 8 or G2 Expansion Modules) ports 1 thru 12
 A n = G2 ATX Amplifier 1, 4
 EA n = G2 External Amplifier 1, n

US DIGITAL DESIGNS

Count	US DIGITAL DESIGNS
1	G2 ATX STATION CONTROLLER
7	G2 COLOP INDICATOR REMOTE
1	G2 MOUNT REMOTE
5	G2 MOUNT REMOTE 2
1	G2 MOUNT REMOTE 3
4	G2 MOUNT REMOTE 4
1	G2 MOUNT REMOTE 5
1	G2 MOUNT REMOTE 6
1	G2 MOUNT REMOTE 7
1	G2 MOUNT REMOTE 8
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SYMBOL	DESCRIPTION
111	G2 ATX STATION CONTROLLER
112	G2 COLOP INDICATOR REMOTE
113	G2 MOUNT REMOTE
114	G2 MOUNT REMOTE 2
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212	G2 MOUNT REMOTE 100

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project	FLOWER MOUND FIRE DEPARTMENT, TX
building	FIRE STATION 1
filename	USDD.TX_FLWR.FS01.FSA.DWG
date	13-May-2019
PD	design by



NOTES

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 - 4 PHOTOX G2 SYSTEM IS ABLE TO SIGNAL OWNER-FURNISHED SYSTEMS, (EXHAUST, LIGHT, GAS SHUT OFF, ETC.) BUT USDD DOES NOT SUPPLY THESE SYSTEMS AND CANNOT WARRANT OR SUPPORT ANY OF THEIR PERFORMANCE BEYOND THE TRANSMISSION OF RELAY SIGNAL TO THEM
- INSTALLER NOTES
- 1 INSTALLER TO INCLUDE CONNECTION BETWEEN ATX STATION CONTROLLER'S LINE-LEVEL AUDIO OUTPUT AND (EXISTING) OWNER-FURNISHED HOUSE AUDIO SYSTEM (AMP) (IF APPLICABLE)
 - 2 INSTALLER TO PROVIDE 1 CAT5/6 CABLE FROM ATX CONTROLLER TO CUSTOMER EXISTING STATION RADIO AND NETWORK SYSTEM FOR BACKUP
 - 3 INSTALLER TO PROVIDE CONNECTION BETWEEN EXISTING OWNER-FURNISHED STATION LIGHTING CONTROL SYSTEM AND RELAY OUTPUT FROM ATX STATION CONTROLLER OR (NO RELAY) (IF APPLICABLE)
 - 4 INSTALLER TO VERIFY WALL AND CEILING TYPE TO DETERMINE NEED FOR PLUSH OR SURFACE MOUNT INSTALLATION OF EQUIPMENT SPECIFIED



Legend	US DIGITAL DESIGNS
1	ATX STATION CONTROLLER
2	ATX STATION CONTROLLER
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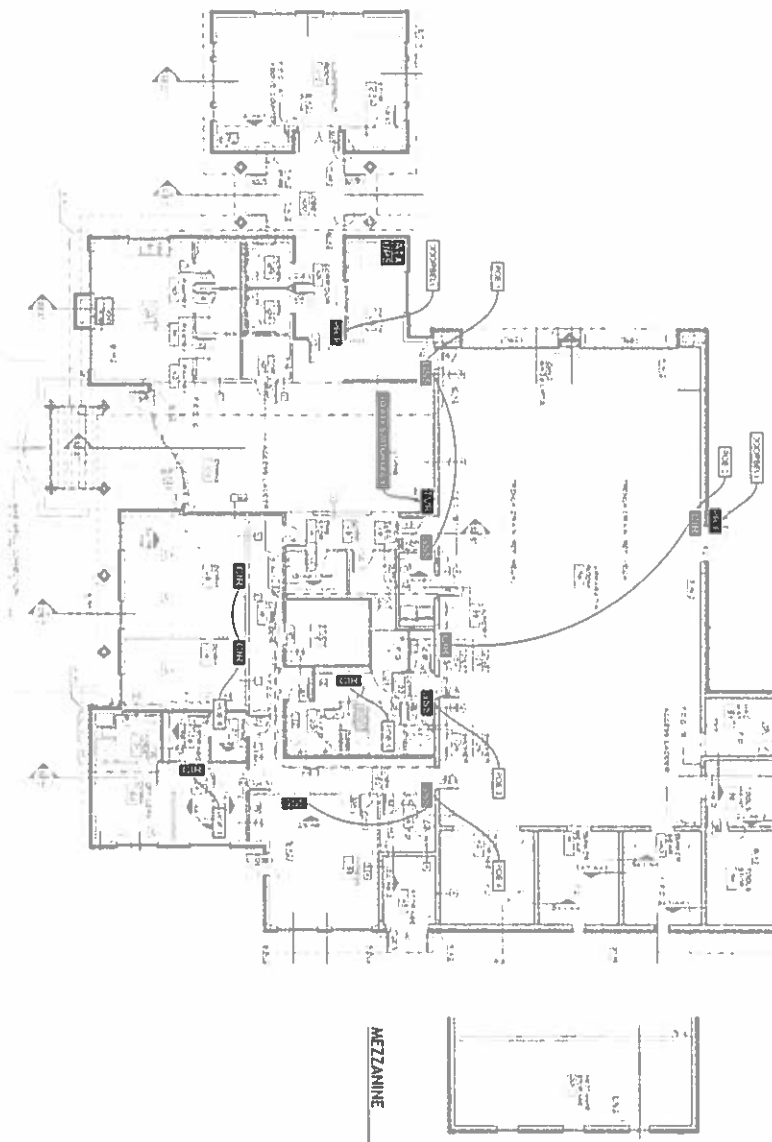
POE = USDD device connects to G2 ATX Power-Over-Ethernet (POE) port 1 thru 8 or G2 Expansion Module(s) ports 1 thru 12
 An = G2 ATX Anydial 1 4
 EA n = G2 External Anydial 1 n

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project	FLOWER MOUND FIRE DEPARTMENT, TX
building	FIRE STATION 2
filename	USDD_TX_FLWR_FS02.FSA.DWG
date	13-May-2019
PD	design by





FIRST FLOOR

- NOTES
1. SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS
 2. USE **CEILING** DESIGNS DOES NOT SUPPLY BACK BOXES, CONDUITS, OR MOUNTING FASTENERS
 3. USE **CEILING** DESIGNS FIRE STATION ALERTING PLANS ARE DIAGNOSTIC AND FOR QUOTING PURPOSES ONLY. DRAWING MAY NOT BE TO SCALE
 4. **PROVIDE** ALL SYSTEMS IS ABLE TO SIGNAL OWNER-FURNISHED SYSTEMS, (EXHAUST, LIGHT, GAS SHUT OFF, ETC.) BUT **USDO** DOES NOT SUPPLY THESE SYSTEMS AND CANNOT WARRANT OR SUPPORT ANY OF THEIR PERFORMANCE BEYOND THE TRANSMISSION OF RELAY SIGNAL TO THE **USDO**
- INSTALLER NOTES
1. **INS** FILTER TO INCLUDE CONNECTION BETWEEN ATX STATION CONTROLLER & LINE-LEVEL AUDIO OUTPUT AND EXISTING OWNER-FURNISHED HOUSE AUDIO SYSTEM (AMP) (IF APPLICABLE)
 2. **INSTALLER** TO PROVIDE 1 CATHY CABLE FROM ATX CONTROLLER TO CUSTOMER LISTING STATION PLUMB AND NETWORK SYSTEM FOR BACKUP
 3. **INSTALLER** TO PROVIDE CONNECTION BETWEEN EXISTING ATX STATION CONTROLLER AND NETWORK SYSTEM FOR BACKUP
 4. **INSTALLER** TO VERIFY WALL AND CEILING TYPE TO DETERMINE NEED FOR PLUSH OR SURFACE MOUNT INSTALLATION OF EQUIPMENT SPECIFIED

Count	Name	US DIGITAL DESIGNS
1	G2 AIR STATION CONTROLLER	
6	G2 COLOR INDICATOR REMOTE	
1	G2 HOME REMOTE	
5	G2 MESSAGE SIGN STANDARD (WS G2 S)	
1	G2 UPS G2 UPS1	
2	PUSH BUTTON (BAC61)	

STANDARD	DESCRIPTION
A10	STATION COORDINATES
E-20	MODELS
C-01	CD NO. PROJECT
A-02	CD NO. REV. NO. 2
V-05	CD-REV. PROJECT
C-04	CD-PROJECT REQUEST
D-05	CD-INTERPRETATION POWER RATING
E-07	CD-ANALYSIS, MID
E-08	CD-ANALYSIS, END
V-09	CD-TRUCK LOAD
V-10	CD-LOADING
V-11	CD-TRUCKS
V-12	CD-TRUCKS
V-13	CD-TRUCKS
V-14	CD-TRUCKS
V-15	CD-TRUCKS
V-16	CD-TRUCKS
V-17	CD-TRUCKS
V-18	CD-TRUCKS
V-19	CD-TRUCKS
V-20	CD-TRUCKS
V-21	CD-TRUCKS
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V-42	CD-TRUCKS
V-43	CD-TRUCKS
V-44	CD-TRUCKS
V-45	CD-TRUCKS
V-46	CD-TRUCKS
V-47	CD-TRUCKS
V-48	CD-TRUCKS
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project	FLOWER MOUND FIRE DEPARTMENT, TX		
building	FIRE STATION 3		
filename	USDD.TX_FLWR.FS03.FSA.DWG		
date	13-May-2019	PD	design by



- | | US DIGITAL DESIGNS |
|------|------------------------------------|
| 6047 | DATA STORAGE CONTROLLER |
| 6048 | CLOCK REGULATOR #LOCOTE |
| 6049 | CLOCK ELEMENT |
| 6050 | DIGITAL SIGNAL STANDARD MODEL 6050 |
| 6051 | DATA BUS UNIT |
| 6052 | DATA BUFFER MEMORY |

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project	FLOWER MOUND FIRE DEPARTMENT, TX		
building	FIRE STATION 4		
filename	USDD.TX_FLWR.F504.F5A.DWG		
date	13-May-2019	PD	design by

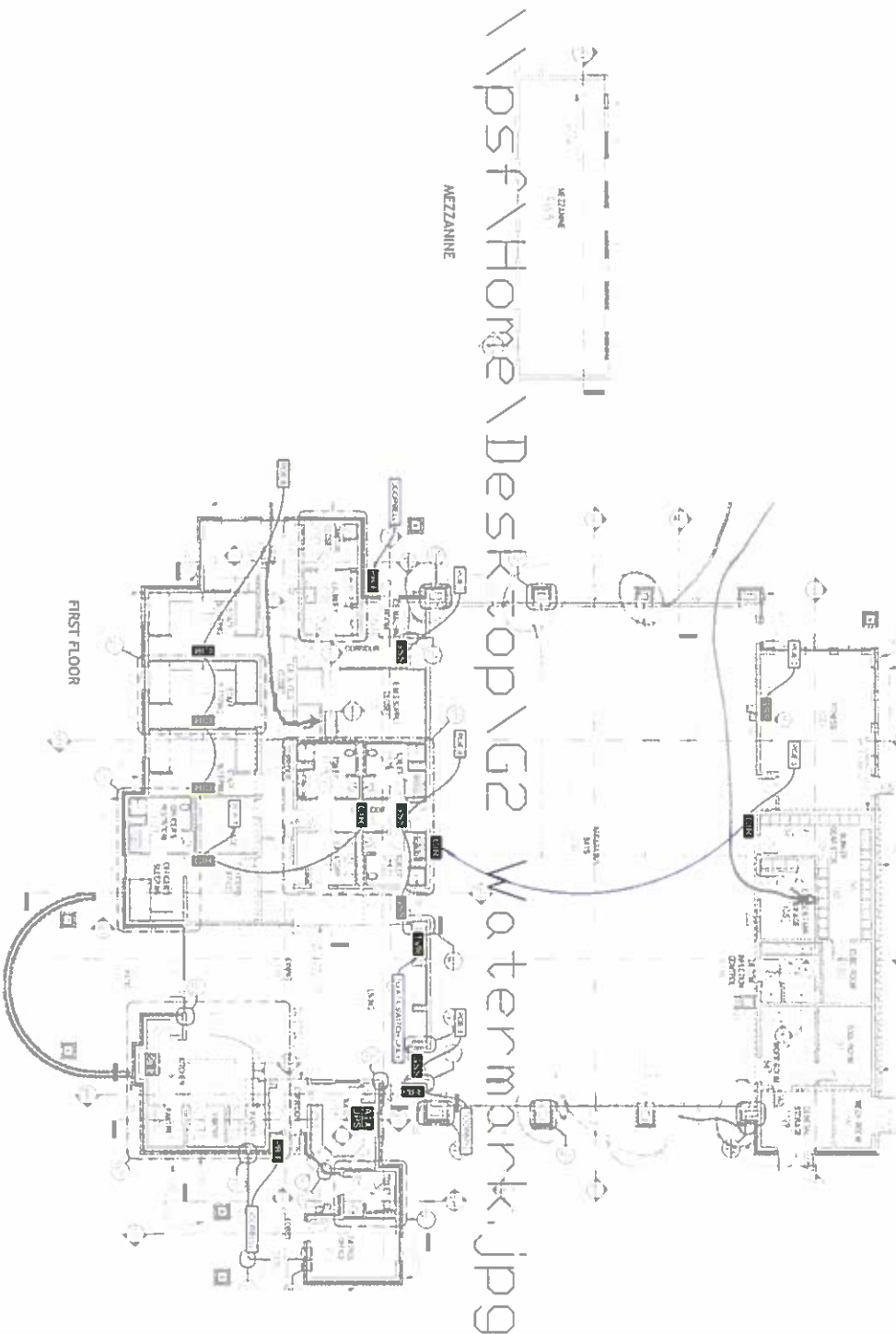


NOTES

1. SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS.
 2. US DIGITAL DESIGNS DOES NOT SUPPLY BACK BOXES, CONDUITS, OR MOUNTING FASTENERS.
 3. US DIGITAL DESIGNS FINE STATION ALERTING PLANS ARE DIAGRAMMATIC AND FOR QUOTING PURPOSES ONLY. DRAWING MAY NOT BE TO SCALE.
 4. PROTECT G2 SYSTEM IS ABLE TO SIGNAL OWNER-FURNISHED SYSTEMS (EXHAUST LIGHT GAS SHUT OFF, ETC.) BUT USDD DOES NOT SUPPLY THESE SYSTEMS AND CANNOT WARRANT OR SUPPORT ANY OF THEIR PERFORMANCE BEYOND THE TRANSMISSION OF RELAY SIGNAL TO THEM.
- INSTALLER NOTES
1. INSTALLER TO INCLUDE CONNECTION BETWEEN ATX STATION CONTROLLER & LINE-LEVEL AUDIO OUTPUT AND EXISTING OWNER-FURNISHED HOUSE AUDIO SYSTEM (AMP) IF APPLICABLE.
 2. INSTALLER TO PROVIDE 1 CAT5E CABLE FROM ATX CONTROLLER TO CUSTOMER EXISTING STATION RADIO AND NETWORK SYSTEM FOR BACKUP.
 3. INSTALLER TO PROVIDE CONNECTION BETWEEN EXISTING OWNER-FURNISHED STATION LIGHTING CONTROL SYSTEM AND RELAY OUTPUT FROM ATX STATION CONTROLLER OR REMOTE (IF APPLICABLE).
 4. INSTALLER TO VERIFY WALL AND CEILING TYPE TO DETERMINE NEED FOR FLUSH OR SURFACE MOUNT INSTALLATION OF EQUIPMENT SPECIFIED.

US DIGITAL DESIGNS	
Legend	Notes
1	G2 ATX STATION CONTROLLER
2	G2 COLOR INDICATOR REMOTE
3	G2 AUDIO REMOTE
4	G2 MESSAGE SIGN STANDARD US G2 SYSTEM
5	G2 US G2 SYSTEM
6	FROM EXISTING BLOCK

SYMBOL	DESCRIPTION
1	G2 ATX STATION CONTROLLER
2	G2 COLOR INDICATOR REMOTE
3	G2 AUDIO REMOTE
4	G2 MESSAGE SIGN STANDARD US G2 SYSTEM
5	G2 US G2 SYSTEM
6	FROM EXISTING BLOCK



POE = USDD device connects to G2 ATX Power-Over-Ethernet (POE) port 1 thru 8 or G2 Expansion Module(s) ports 1 thru 12
 A n = G2 ATX Amplifier 1 4
 E A n = G2 External Amplifier 1 n

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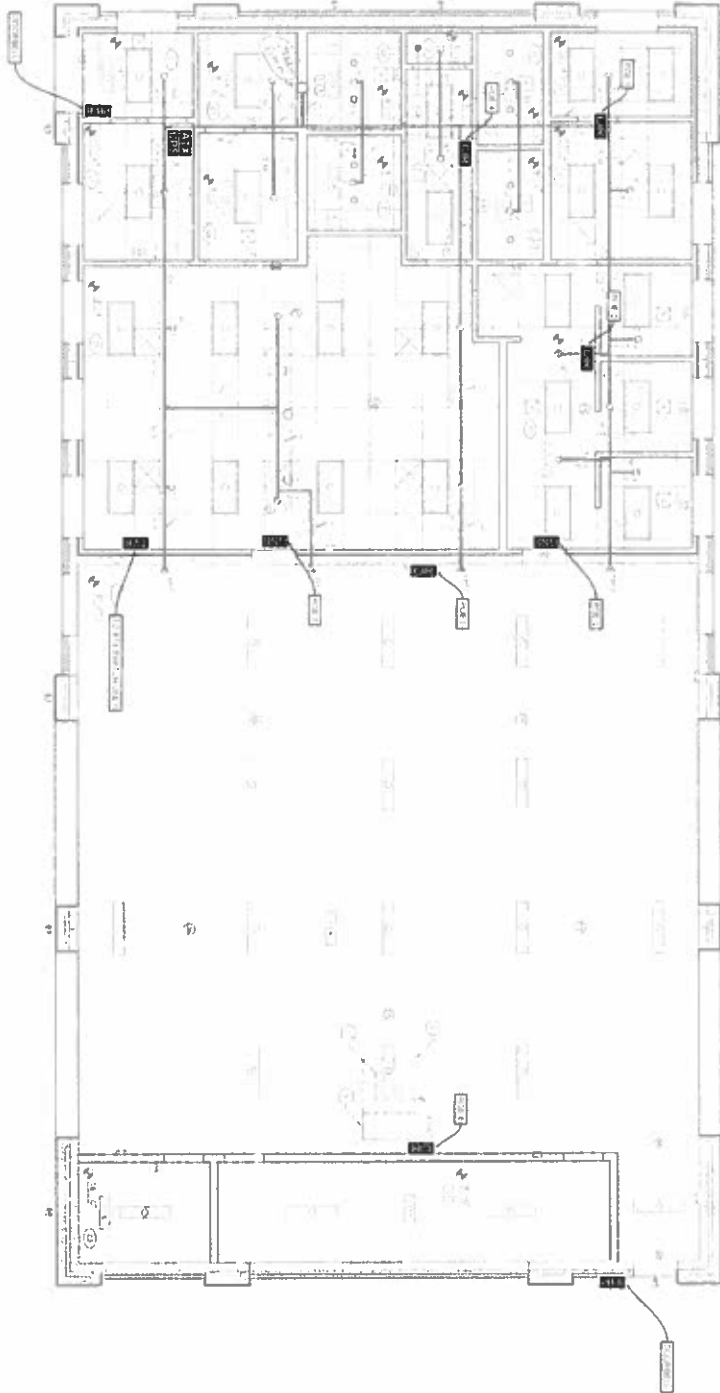
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project	FLOWER MOUND FIRE DEPARTMENT, TX
building	FIRE STATION 5
filename	USDD.TX_FLWR.F505.FSA.DWG
date	13-May-2019
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NOTES

1. SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS.
 2. US DIGITAL DESIGNS DOES NOT SUPPLY BACK BOXES, CONDUITS, OR MOUNTING FASTENERS.
 3. US DIGITAL DESIGNS FIRE STATION ALERTING PLAYS ARE DIAGRAMMATIC AND FOR QUOTING PURPOSES ONLY. DRAWING MAY NOT BE TO SCALE.
 4. PHONE CALL SYSTEM IS ABLE TO SIGNAL OWNER-FURNISHED SYSTEMS (EXHAUST LIGHT, GAS SHUT OFF, ETC.) BUT USDD DOES NOT SUPPLY THESE SYSTEMS AND CANNOT WARRANT OR SUPPORT ANY OF THEIR PERFORMANCE BEYOND THE TRANSMISSION OF RELAY SIGNAL TO THEM.
- INSTALLER NOTES
1. INS. FALTER TO INCLUDE CONNECTION BETWEEN ATX STATION CONTROLLER & LINE-LEVEL AUDIO OUTPUT AND (EXISTING) OWNER-FURNISHED HOUSE AUDIO SYSTEM (AMP) IF APPLICABLE.
 2. INS. FALTER TO PROVIDE 1 CAT5/6 CABLE FROM ATX CONTROLLER TO CUSTOMER EXISTING STATION RADIO AND NETWORK SYSTEM FOR BACKUP.
 3. INSTALLER TO PROVIDE CONNECTION BETWEEN EXISTING OWNER-FURNISHED STATION LIGHTING CONTROL SYSTEM AND RELAY OUTPUT FROM ATX STATION CONTROLLER OR NO REMOTE (IF APPLICABLE).
 4. INSTALLER TO VERIFY WALL AND CEILING TYPE TO DETERMINE NEED FOR FLUSH OR SURFACE MOUNT INSTALLATION OF EQUIPMENT SPECIFIED.



POE = USDD device connects to G2 ATX Power-Over-Ethernet (POE) port 1 thru 8 or G2 Expansion Module(s) ports 1 thru 12
 A n = G2 ATX Amplifier 1 4
 E n = G2 External Amplifier 1 n

Symbol	DEFINITION
1	US DIGITAL DESIGNS
2	ATX STATION CONTROLLER
3	ATX STATION RADIO
4	ATX STATION NETWORK
5	ATX STATION ALERTING SYSTEM
6	ATX STATION LIGHTING CONTROL SYSTEM

Symbol	DEFINITION
1	US DIGITAL DESIGNS
2	ATX STATION CONTROLLER
3	ATX STATION RADIO
4	ATX STATION NETWORK
5	ATX STATION ALERTING SYSTEM
6	ATX STATION LIGHTING CONTROL SYSTEM
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project	FLOWER MOUND FIRE DEPARTMENT, TX
building	FIRE STATION 6
filename	USDD_TX_FLWR_F506_F5A.DWG
date	13-May-2019
PD	design by



EXHIBIT C**Service Agreement****US DIGITAL DESIGNS****SERVICE AGREEMENT**

This Service Agreement ("Agreement") is made by and between US Digital Designs, Inc. ("USDD"), with its principal place of business at 1835 East Sixth Street, Suite 27, Tempe, Arizona 85281, and the following entity ("Customer"):

City of Flower Mound, Texas – NPPgov Member # M-5692373
Fire and Emergency Services
Attn: Jeff King, Assistant Chief, Operations
3911 S. Broadway Avenue
Flower Mound, TX 75028
Telephone: (972) 874-6202
Email: jeff.king@flower-mound.com

1. **Recitals.** The Customer requires USDD to provide software maintenance and hardware repair services for its USDD fire station alerting system. USDD has agreed to service the Customer's System (as defined below) pursuant to the terms, conditions, and limitations of this Agreement. In consideration of the forgoing, and for other good and valuable consideration, the parties hereby agree to the terms set forth in this Agreement.

2. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

- a. "Additional Services" shall have the meaning set forth in Section 7, below;

- b. “Application or App” shall mean the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices.
- c. “Commencement Date” shall be _____. **[18 months from date of initial shipment from USDD].**
- d. “Hardware” means a physically tangible electro-mechanical system or sub-system and associated documentation provided to Customer by USDD, provided however, Hardware shall not include any televisions or monitors manufactured by third parties;
- e. “Emergency Support” means telephone access for Customer’s “System Administrator” (as defined below) to USDD’s senior staff and engineers in the event of a Mission Critical Failure.
- f. “Mission Critical Failure” means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of USDD’s direct control does not constitute a Mission Critical Failure.
- g. “Services” shall have the meaning set forth in Section 3, below;
- h. “Software” means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation, and design data that are licensed to Customer by USDD;
- i. “System” means all Hardware and Software purchased by Customer either directly from USDD or authorized USDD Reseller under any contract, purchase order, or arrangement that is used exclusively by Customer as part of its fire station alerting system, provided however, that the term “System” specifically excludes any components, hardware, or software provided by third parties, including without limitation Customer’s computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to Customer directly by USDD;
- j. “Term” means the period of time during which this Agreement is in effect, including the Initial Term and all Additional Terms, as defined in Section 9, below.

3. **Scope of Services.** During the Term of this Agreement, USDD agrees to provide Hardware repair service and Software updates and maintenance for the System (collectively the

“Services”). Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:

- a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- c. Emergency Support, available 24 hours per day, for Customer’s System Administrator in the event of a Mission Critical Failure;
- d. Updates for all System Software, as and when released by USDD;
- e. Twenty-four (24) App licenses per each ATX Station Controller that is part of the System and covered under this Agreement. Use of the App shall be strictly governed by the *Mobile Application End User’s Agreement* that must be accepted by each user at the time the software is downloaded.
- f. Repair of defective or malfunctioning Hardware (not otherwise covered under the USDD warranty applicable to the Hardware) at USDD’s principal place of business; and
- g. Ground shipping for the return of repaired Hardware.

4. **Hardware Repairs.** If a Hardware component requires repair and a valid claim is made during the Term, at its option, USDD will, at its principal place of business, either (1) repair the Hardware at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Hardware with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Hardware. When a product or part is exchanged, any replacement item becomes the Customer’s property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of the Services must be used in the System to which this Agreement applies. Customer shall be responsible for and bear all risks and costs of shipping any Hardware to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any Hardware to Customer after repair or replacement. Replacement Hardware will be returned to Customer configured as it was when the Hardware was originally purchased, subject to applicable updates.

5. **Claims.** Prior to requesting Services, Customer is encouraged to review USDD’s online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Term. USDD’s technical support contact information can be found on USDD’s web site: <http://stationalerting.com/service-support/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD’s technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

6. **Limitations.** The Services specifically and expressly exclude any repair, software installation, update, or other service that is necessitated by the Customer's misuse or neglect of the System, damage arising from Customer's failure to follow instructions relating to the product's use, cosmetic damage, including but not limited to scratches, dents and broken plastic on ports, alterations or repairs to the System made by any person other than an authorized USDD representative, failure of environmental controls or improper environmental conditions, modification to alter functionality or capability without the written permission of USDD, use with non-USDD products, any damage caused by fire, flood, vandalism, terrorism, riot, storm, lightning, or other acts of nature or civil unrest. The Services shall not include disassembly or re-installation of any Hardware at Customer's site. The Services shall not include the repair of any Hardware that is determined to be obsolete or irreparable in USDD's sole discretion. The Services shall not include repair or replacement of televisions or monitors manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. USDD shall not be liable to provide Services at any time when Customer is in breach of any obligation to USDD under this Agreement or any other contract.

7. **Additional Services.** Except for the Services, all other acts or performances requested or required of USDD by Customer ("Additional Services") will be charged at USDD's then current rates and will be in addition to all other fees and charges payable by Customer under this Agreement. Additional Services shall include (without limitation) Customer's use of Emergency Support in the absence of a Mission Critical Failure and any Services provided by USDD on a rush basis or during hours not included in the description of the Services set forth above. Customer shall pay all invoices for Additional Services within 30 days. Invoices remaining unpaid for more than 30 days shall bear interest at the rate allowed pursuant to Texas Government Code Section 2251.025(b).

8. **Customer Facilitation of Services.** In order to facilitate USDD's delivery of the Services, Customer will appoint a person from its staff to consult with USDD and provide such information, access, description, and guidance as is necessary for USDD to perform its duties hereunder ("System Administrator"). The Customer will ensure that the System Administrator is reasonably available to USDD. USDD may rely on the direction of the System Administrator in performing its duties hereunder, including without limitation, direction to provide Additional Services. The Customer may replace the person serving as its System Administrator only upon prior written notice to USDD. Without limiting the foregoing, Customer will be responsible for the following:

- a. The provision of VPN using SSH protocol access to the System for remote access support;
- b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "Customer Equipment"), including printer paper, toner and ink necessary for the operation, testing, troubleshooting, and functionality of the of the System;
- c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the Customer Equipment, including the replacement of UPS batteries as necessary;

- d. Providing a stable means of data transmission between the System Gateway and each fire station serviced by the System necessary for the installation, testing and functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;
- e. The correct use of the System in accordance with USDD's operating instructions; and
- f. The security and integrity of the System.

9. **Ongoing Service Term, Renewal and Termination.** The initial term of this Agreement shall begin on the Commencement Date and shall continue for one year ("Initial Term"). Unless previously terminated as set forth in this Section, Customer may renew this agreement for four (4) additional one-year terms (each an "Additional Term") by giving written notice of Customer's intent to renew at least 30 days prior to the expiration of the Initial Term or any Additional Term, as the case may be, or by timely payment of the "Annual fee" (as defined below). This Agreement may be terminated by either party by providing written notice of termination to the other party at least 30 days prior to the expiration of the Initial Term or any Additional Term. USDD may terminate this Agreement for any breach hereof upon 30 days written notice. The notice shall specify the nature of the breach. If Customer fails to cure the breach within 30 days, this Agreement shall be terminated. Notwithstanding the foregoing, USDD may terminate this Agreement immediately upon non-payment of any sum due to USDD from Customer under this Agreement or any other contract. Upon termination of this Agreement, all sums previously paid to USDD shall be nonrefundable.

10. **Annual Fees.** On or before the first day of the Initial Term and each Additional Term (each a "Due Date"), Customer shall pay USDD an annual fee in advance for the Services to be delivered hereunder ("Annual Fee"). The Annual Fee shall be the product of the total cumulative sales price of all Hardware, Software, and other tangible goods or equipment provided to Customer at any time under any circumstances ("Base Amount"), multiplied by .09. Customer acknowledges and agrees that the Base Amount is cumulative and will increase by the purchase price of all Software, Hardware and other tangible goods and equipment purchased in the future. USDD shall calculate the Base Amount, determine the Annual Fee and provide an invoice to Customer therefor within 45 days prior to the subject Due Date. Customer shall pay the Annual Fee on or before the Due Date or 30 days after the date of the invoice, whichever is later. Invoices remaining unpaid shall bear interest at interest at the rate allowed pursuant to Texas Government Code Section 2251.025(b).. Annual Fees are nonrefundable.

11. **Limited Warranty.** USDD warrants that the Services performed hereunder will be carried out with due care and attention by qualified personnel. Defective Hardware subject to repair hereunder will be repaired to good working order. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE

AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any hardware under this warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

12. **Force Majeure.** Except for Customer's duty to pay sums due hereunder, neither party will be liable for any act, omission, or failure to fulfill its obligations under this Agreement if such act, omission or failure arises from any cause beyond its control including acts of nature, strikes, lockouts, riots, acts of war, acts of terrorism, epidemics, governmental action after the date of this Agreement, fire communication line failures, power failures, earthquakes or other disasters. The party unable to fulfill its obligations due to Force Majeure will immediately:

- a. Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and
- b. Use all responsible endeavors to avoid or remove the cause and perform its obligations.

13. **Headings and Usage.** The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this Agreement. When the context of the words used in this Agreement indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity or entities actually referred to require.

14. **Waiver.** No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this Agreement shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this Agreement.

15. **Governing Law; Parties in Interest.** This Agreement will be governed by and construed according to the laws of the State of Texas without regard to conflicts of law principles and will bind and inure to the benefit of the successors and assigns of the parties.

16. **Execution in Counterparts.** This Agreement may be executed in counterparts, all of which taken together shall be deemed one original. The date of this Agreement shall be the latest date on which any party executes this Agreement.

17. **Entire Agreement.** This Agreement contains the entire understanding between the parties, and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This Agreement may not be amended, altered, or changed except by the express written agreement of the parties.

18. **Joint Effort.** This Agreement has been drafted through the joint efforts of the parties and shall not be construed against any party on the basis that such party is the drafter of this Agreement or any term thereof.

19. **Savings Clause.** In the event any part, provision, or term of this Agreement is deemed to be illegal or unenforceable, this Agreement shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the Agreement shall be and remain in full force and effect.

20. **Customer Representative.** The undersigned representative of Customer hereby represents and warrants that s/he has the authority to bind Customer and that the execution, delivery and performance by Customer under this Agreement will not violate the provisions of any law, rule, regulation or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which Customer is a party.

City of Flower Mound, Texas:

US Digital Designs, Inc.:

By: _____
Name: STEVE DIXON
Its: MAYOR
Date: _____

By: _____
DOMINIC MAGNONI, Vice President
Date: _____

EXHIBIT D**Warranty****US DIGITAL DESIGNS****NEW SYSTEM WARRANTY**

1. **Warranty.** Subject to the terms, conditions and limitations contained herein, US Digital Designs, Inc. ("USDD") warrants that the System shall not contain any material defects and shall function in material conformity with the descriptions and specifications set forth in the EUAA for a period of 18 months from the date of shipment of Products from USDD's warehouse ("Warranty Period"). Capitalized terms used herein and not specifically defined in this Warranty shall have the meanings set forth in the EUAA.

2. **Hardware Defects.** If a Hardware defect arises and a valid claim is made within the Warranty Period, USDD, at its option, will either (1) repair the hardware defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the End User's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of its warranty obligation must be used in the System for which warranty service is claimed. End User shall be responsible for and bear all risks and costs of shipping any Hardware to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any Hardware to End User after repair or replacement. Replacement

Hardware will be returned to End User configured as it was when the Hardware was originally purchased, subject to applicable updates.

3. **System Maintenance and Support.** During the Warranty Period, USDD shall provide Software updates and maintenance for the System (collectively the “Support Services”). The Services shall include the following:

- a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- c. 24 hour per day telephone access for End User’s System Administrator or designee to USDD’s senior staff and engineers in the event of a “Mission Critical Failure” (as defined below); and
- d. Updates for all System Software, as and when released by USDD.

4. **Claims.** Prior to making a Warranty claim or requesting Support Services, End User is encouraged to review USDD’s online help resources. Thereafter, to make a valid claim hereunder, End User must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD’s technical support contact information can be found on USDD’s web site at <http://stationalerting.com/service-support/>. End User must use its best efforts to assist in diagnosing defects, follow USDD’s technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

5. **Mission Critical Failure.** “Mission Critical Failure” means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of USDD’s direct control does not constitute a Mission Critical Failure. End User’s use of Emergency Support in the absence of a Mission Critical Failure shall constitute Additional Services under the EUAA, which will be charged at USDD’s then current rates.

6. **Exclusions and Limitations.** USDD’s obligations under this Warranty are contingent on the End User providing USDD with VPN access using SSH protocol for remote access to the System for remote diagnosis. USDD does not warrant that the operation of the System, Hardware, Software, or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from End User’s failure to follow instructions relating to the product’s use. This Warranty does not apply to any Hardware or Software not used in conjunction with the System and for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Recovery and reinstallation of Hardware

and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) if any serial number has been removed or defaced. If at any time during the Warranty Period, Customer operates the System in a virtualized environment not provided by USDD or on any server other than dedicated servers provided by USDD, this Warranty shall not apply to server performance or compatibility with the remainder of the System. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

CROSSPOINT
COMMUNICATIONS

Crosspoint Communications Inc.

Flower Mound FD

Captain Jacob Ventrca
Fire and Emergency Services**7-10-2019**

This document serves as Crosspoint Communications Inc.'s response to the proposal request for the ATX G2 FSA equipment installation and Sound System Upgrades for the Town of Flower Mound Fire Department

Crosspoint Communications Inc. Statement of Work

Flower Mound Alert System Upgrade

Version 2

Fire Station 1

Sound System

- Supply and install (2) rack shelves for the amplifiers and install into existing rack.
- Replace the two current 120 watt Station amplifiers with (2) Bogen C100 amplifiers. One for the apparatus bay speakers and one for the Admin speakers
- Install one ceiling mount speaker with wall mount volume control in (7) locations specified at site visit to include four Offices, the reception office, and two common area rooms

ATX G2 Equipment Installation

- Install G2 ATX Station Controller and G2 UPS at specified location in the watch room.
- Install 2 conductor audio cable from the G2 ATX Station Controller to the sound system amplifier location in the equipment room.
- Install one G2 HDTV Remote (HDT) in the Dayroom and interface to specified TV
- Install Cat5 cable from the G2 HDTV Remote to the ATX Station Controller and terminate.
- Install one Room Remote at specified location in the Battalion Chief's Office.
- Install Cat5 cable from the Room Remote to the ATX Station Controller and terminate.
- Install 4 conductor control/ audio cable from the Room Remote to the two speakers.
- Install four G2 Color Indicator Remotes at specified locations in Dorms and Officers area.
- Install one G2 Color Indicator Remote at specified location in the corridor to the apparatus bay.
- Install two G2 Color Indicator Remotes at specified locations in the apparatus bay.

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Crosspoint Communications Inc.

Flower Mound FD

- Install Cat5 cable from the Color Indicator Remotes to the ATX Station Controller and terminate.
- Install five 24" G2 Message Signs at specified locations in corridors to the apparatus bay above the doors and one in the Fitness room.
- Install interface cable from the Message Sign to the ATX Station Controller and terminate.
- Install four Push Buttons for Door Bell alert at specified entrance door locations
- Install control cable from each of the push buttons to the ATX Station Controller and terminate.
- Ground equipment to single point ground or structure steel.
- Verify initial operation prior to programming.

Fire Station 2

Sound System

- Replace the two current 120 watt Station amplifiers with (2) Bogen C100 amplifiers. One for the apparatus bay speakers and one for the Admin speakers

ATX G2 Equipment Installation

- Install G2 ATX Station Controller and G2 UPS at specified location in the watch room.
- Install 2 conductor audio cable from the G2 ATX Station Controller to the sound system amplifier location in the equipment room.
- Install one G2 HDTV Remote (HDT) in the Dayroom and interface to specified TV
- Install Cat5 cable from the G2 HDTV Remote to the ATX Station Controller and terminate.
- Install four G2 Color Indicator Remotes at specified locations in Dorms and Locker Room.
- Install two G2 Color Indicator Remotes at specified locations in the apparatus bay.
- Install Cat5 cable from the Color Indicator Remotes to the ATX Station Controller and terminate.
- Install three 24" G2 Message Signs at specified locations in corridors to the apparatus bay above the doors and one in the Fitness room.
- Install interface cable from the Message Sign to the ATX Station Controller and terminate.
- Install three Push Buttons for Door Bell alert at specified entrance door locations
- Install control cable from each of the push buttons to the ATX Station Controller and terminate.
- Ground equipment to single point ground or structure steel.
- Verify initial operation prior to programming.

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Crosspoint Communications Inc.

Flower Mound FD

Fire Station 3

Sound System

- Replace the two current 120 watt Station amplifiers with (2) Bogen 120 watt amplifiers. One for the apparatus bay speakers and one for the in-house speakers.

ATX G2 Equipment Installation

- Install G2 ATX Station Controller and G2 UPS at specified location in the watch room.
- Install 2 conductor audio cable from the G2 ATX Station Controller to the sound system amplifier location in the equipment room.
- Install one G2 HDTV Remote (HDT) in the Dayroom and interface to specified TV
- Install Cat5 cable from the G2 HDTV Remote to the ATX Station Controller and terminate.
- Install three G2 Color Indicator Remotes at specified locations in Dorms, Officers Dorm and Corridor to Apparatus bay.
- Install one G2 Color Indicator Remote at specified location in the corridor to the apparatus bay.
- Install two G2 Color Indicator Remotes at specified locations in the apparatus bay.
- Install Cat5 cable from the Color Indicator Remotes to the ATX Station Controller and terminate.
- Install five 24" G2 Message Signs at specified locations in corridors to the apparatus bay above the doors and one in the Fitness room.
- Install interface cable from the Message Sign to the ATX Station Controller and terminate.
- Install two Push Buttons for Door Bell alert at specified entrance door locations
- Install control cable from each of the push buttons to the ATX Station Controller and terminate.
- Install (1) RG142 jumper from the LMR600 termination to the control station and terminate.
- Ground equipment to single point ground or structure steel.
- Verify initial operation prior to programming.

Fire Station 4

Sound System

- Replace the current 120 watt amplifier and 60 watt amplifiers with (2) Bogen 120 watt amplifiers. One for the apparatus bay speakers and one for the in-house speakers.

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Crosspoint Communications Inc.

Flower Mound FD

ATX G2 Equipment Installation

- Install G2 ATX Station Controller and G2 UPS at specified location in the watch room.
- Install 2 conductor audio cable from the G2 ATX Station Controller to the sound system amplifier location in the equipment room.
- Install one G2 HDTV Remote (HDT) in the Dayroom and interface to specified TV
- Install Cat5 cable from the G2 HDTV Remote to the ATX Station Controller and terminate.
- Install four G2 Color Indicator Remotes at specified locations in Dorms and Officers Dorm
- Install one G2 Color Indicator Remote at specified location in the corridor to the apparatus bay.
- Install two G2 Color Indicator Remotes at specified locations in the apparatus bay.
- Install Cat5 cable from the Color Indicator Remotes to the ATX Station Controller and terminate.
- Install five 24" G2 Message Signs at specified locations in corridors to the apparatus bay above the doors and one in the Fitness room.
- Install interface cable from the Message Sign to the ATX Station Controller and terminate.
- Install three Push Buttons for Door Bell alert at specified entrance door locations
- Install control cable from each of the push buttons to the ATX Station Controller and terminate.
- Ground equipment to single point ground or structure steel.
- Verify initial operation prior to programming.

Fire Station 5

Sound System

- Replace the current 120 watt Station amplifier with (1) Bogen 120 watt amplifier. One for the in-house apparatus bay speakers.

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ATX G2 Equipment Installation

- Install G2 ATX Station Controller and G2 UPS at specified location in the watch room.
- Install 2 conductor audio cable from the G2 ATX Station Controller to the sound system amplifier location in the equipment room.
- Install one G2 HDTV Remote (HDT) in the Dayroom and interface to specified TV
- Install Cat5 cable from the G2 HDTV Remote to the ATX Station Controller and terminate.

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Crosspoint Communications Inc.

Flower Mound FD

- Install four G2 Color Indicator Remotes at specified locations in Dorms and Officers Dorm
- Install one G2 Color Indicator Remote at specified location in the corridor to the apparatus bay.
- Install two G2 Color Indicator Remotes at specified locations in the apparatus bay.
- Install Cat5 cable from the Color Indicator Remotes to the ATX Station Controller and terminate.
- Install five 24" G2 Message Signs at specified locations in corridors to the apparatus bay above the doors and one in the Fitness room.
- Install interface cable from the Message Sign to the ATX Station Controller and terminate.
- Install three Push Buttons for Door Bell alert at specified entrance door locations
- Install control cable from each of the push buttons to the ATX Station Controller and terminate.
- Ground equipment to single point ground or structure steel.
- Verify initial operation prior to programming.

Fire Station 6

Sound System

- Replace the current 120 watt amplifier and 60watt amplifiers with (2) Bogen 120 watt amplifiers. One for the apparatus bay speakers and one for the in-house speakers.

ATX G2 Equipment Installation

- Install G2 ATX Station Controller G2 UPS at specified location in the watch room.
- Install 2 conductor audio cable from the G2 ATX Station Controller to the sound system amplifier location in the equipment room.
- Install one G2 HDTV Remote (HDT) in the Dayroom and interface to specified TV
- Install Cat5 cable from the G2 HDTV Remote to the ATX Station Controller and terminate.
- Install three G2 Color Indicator Remotes at specified locations in Dorms and common area
- Install two G2 Color Indicator Remotes at specified locations in the apparatus bay.
- Install Cat5 cable from the Color Indicator Remotes to the ATX Station Controller and terminate.
- Install two 24" G2 Message Signs at specified locations in corridors to the apparatus bay above the doors and one in the Fitness room.
- Install interface cable from the Message Sign to the ATX Station Controller and terminate.

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Crosspoint Communications Inc.

Flower Mound FD

- Install two Push Buttons for Door Bell alert at specified entrance door locations
- Install control cable from each of the push buttons to the ATX Station Controller and terminate.
- Ground equipment to single point ground or structure steel.
- Verify initial operation prior to programming.

Description	Cost
Fire Station 1	\$ 12,656.85
Fire Station 2	\$ 8,950.91
Fire Station 3	\$ 9,200.91
Fire Station 4	\$ 9,575.91
Fire Station 5	\$ 9,575.91
Fire Station 6	\$ 7,247.57

Crosspoint Communications to supply all miscellaneous install hardware such as nuts, bolts, etc.

Any work that is required to complete this project not described in this statement of work will be considered above the scope of this proposal and subject to re-quotation. If you have any questions you can contact me at (972) or (817) 730-4339.

Thank You,

Steve LePrell

**Projects Department
Crosspoint Communications Inc.**



3499 FM 1461
McKinney, TX 75071
(214) 544-0022
fax: (214) 544-0025

QUOTATION

Number: ICSQ1922

Date: Jul 22, 2019

Your Sales Consultant	Bill To	Ship To
 <i>Thomas P. Galbraith</i> (214) 544-0022 x322 tommy@icsnews.com	Flower Mound Fire Dept. Donna Hill 3911 S. Broadway Ave Flower Mound, TX 75028 Phone 972-874-6202 Fax	Flower Mound Fire Dept. Jeff King 3911 S. Broadway Ave Flower Mound, TX 75028 Phone 972-874-6202 Fax

US Digital Designs API

Expiration Date	P.O. Number	Ship Via	Terms
9/1/2019			Net 30

Product and Description	Qty	List \$	Disc Price	Extended	SAP3
INT-CAD-USDD-INIT: CAD to USDD, Initial license Exports CAD Fire/EMS call data to the USDD Fire Station Alerting Initial license	1	30,000.00	25,500.00	25,500.00	4500.00
INT-CAD-USDD-SUB: CAD to USDD, Subsequent Exports CAD Fire/EMS call data to the USDD Fire Station Alerting for additional stations or agencies.	6	2,500.00	2,125.00	12,750.00	2250.00
SVC-TECH-I: One Hour of Technical Services, Level I technician	4	225.00	225.00	900.00	
Special Discount	1	-8,000.00	-8,000.00	-8,000.00	

Customer is responsible for all hardware, software, LAN/WAN connectivity, and wireless connectivity. Customer will contract with USDD to provide all USDD required products and services. Customer will setup all code tables as required by the USDD system. All software modifications will be chargeable on a time and materials basis.

Sub-total	37,900.00
Less discount	6,750.00-
Distribution	0.00
Total	\$31,150.00

Software Assurance Plan (SAP 3) per Yr	\$6,750.00
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Signature or valid purchase order number

STEVE DIXON
MAYOR

Upon approval by your agency, this document will become a purchase agreement by and between LICENSEE and Integrated Computer Systems Inc., located at 3499 FM 1461, McKinney, Texas 75071, and is subject to all terms and conditions or user license agreements executed at an earlier date.

07/22/19 11:28:49



3499 FM 1461
McKinney, TX 75071
214.544.0022 ext 331
214.544.0025 fax

June 24, 2019

Assistant Chief Jeff King
Flower Mound Fire Department
3911 S. Broadway Avenue
Flower Mound, TX 75028

This letter serves as a sole source document for software products manufactured by Integrated Computer Systems Inc (ICS). Athena is a registered trademark for ICS products.

ICS provides specialized hardware and software products to public safety agencies and is the sole source for those products. Only ICS can provide integration services without voiding the support agreement of covered products. The Flower Mound Police and Fire Departments utilize ICS products throughout their departments. The only fire station interface product ICS recommends is the Phoenix System from US Digital Designs. All products from ICS include:

ICS Athena CAD (can include the following add on modules)

- ICS Vehicle Towing
- ICS Rotation
- ICS Text Paging
- ICS Document Locator
- ICS Alarm and False Alarm Billing/Tracking
- 911 Gateway
- ICS TLETS/NCIC TCPIP
- ICS Racial Profiling
- ICS Level 1,2 & 3 Mapping
- ICS CAD GPS/AVL Mapping
- ICS CAD Closest To Dispatching / Navigation
- ICS CAD Aerial Photos

ICS Mobile (can include the following add on modules)

- ICS WARDN Network Controller Software
- ICS CAD/MDC CFS
- ICS Racial Profiling
- ICS Document Locator
- ICS Text Paging
- ICS GPS/AVL
- ICS Magnetic Driver License Scanning Software
- ICS MDC Level 1 Mapping software
- ICS Vehicle Towing
- ICS NavTec Navigation Software
- ICS Mobile ID System

ICS Law and Athena Law (can include the following module)

- ICS Arrest
- ICS Booking
- ICS Citation
- ICS Incident
- ICS Pawn
- ICS Field Intelligence
- ICS Misc. Name
- ICS Warrant
- ICS Registration
- ICS Animal Control
- ICS Electronic Case Submittal
- ICS Permits
- ICS Case Management
- ICS Master Name
- ICS Master Property
- ICS Master Vehicle
- ICS Master Location
- ICS Mug Shot Capture
- ICS Line-up
- ICS Property Room
- ICS Enhanced Property Room with Inventory Tracking and Bar Coding
- ICS Enhanced Property Room with Asset Tracking and Bar Coding
- ICS Enhanced Property Room with Inventory Tracking and RFID and Bar Coding
- ICS Personnel
- ICS Jail Booking / Management
- ICS Accident Reporting
- ICS Beat Management
- ICS Comp Stat Reporting
- ICS Crime Analysis

ICS Fire (can include the following modules)

- ICS Fire Incident
- ICS Company Reporting
- ICS Building Permits
- ICS Inspection
- ICS EMS Incident
- ICS Hydrant
- ICS Station Log

ICS Interfaces

- ICS ESO Client Interface
- ICS USDD Client Interface
- ICS – CFS API
- ICS Citation Interface
- ICS Live Scan Interface
- ICS Jail Records Vine Interface

- ICS Ticket Writer API
- ICS Ticket Writer Racial Profiling API
- ICS Ticket Writer Crash/Accident API
- ICS Ticket Writer Towing API
- ICS Ticket Writer Criminal Trespass API
- ICS ProQA API
- ICS Emergidata API

Other ICS Applications

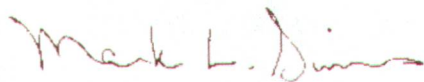
- ICS Intelli-Query
- ICS Scorecard
- ICS Management Console

ICS is the author of the above listed software and are sold exclusively through ICS. No other company resells or provides either the software products or annual maintenance for ICS software.

Therefore, ICS qualifies for a sole source exemption to Texas competitive bid laws since ICS software falls under the copyright laws.

Thank you for your interest in ICS products. Please don't hesitate to contact me if any additional information is required.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark L. Sims". The signature is fluid and cursive, with the first name "Mark" being the most prominent.

Mark Sims
Chief Operating Officer



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: September 3, 2019

FROM: Robert Pegg, Assistant Director of Engineering

ITEM: Consider approval of an Ordinance amending Chapter 14 , “Buildings and Building Regulations,” Article XII, “Construction within Public Rights-Of-Way,” Division 2, “Registration and Permit,” Section 14-472, “Construction Permits,” of the Code of Ordinances, of the Town of Flower Mound, Texas, by requiring a permit fee for permits issued for construction in the public Rights-of-Way.

BACKGROUND INFORMATION: The Town of Flower Mound ordinances currently allow for the collection of a permit fee for all building and construction permits issued by the Town except for permits in the rights-of-way. Permit review fees are collected to cover the administrative costs associated with the review and issuance of building permits. The purpose of this ordinance amendment is to allow for the collection of a permit review fee for all work to be performed in the public rights-of-way to recover the actual, direct, and reasonable costs that are incurred in granting or processing an application for a permit pursuant to Town Code.

FISCAL IMPACT: Dependent on number of permits issued

Proposed Expenditure/(Revenue):	Account Number(s):
Not available	100-4316 (various revenue lines)

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

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

ATTACHMENTS:

1. Proposed Ordinance

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

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE XII, "CONSTRUCTION WITHIN PUBLIC RIGHTS-OF-WAY," DIVISION 2, "REGISTRATION AND PERMIT;" SECTION 14-472, "CONSTRUCTION PERMITS;" REQUIRING A PERMIT FEE FOR PERMITS ISSUED FOR CONSTRUCTION TO BE PERFORMED IN PUBLIC RIGHTS-OF-WAY; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council previously adopted Article XII of Chapter 14 to the Code of Ordinances establishing comprehensive regulations for the installation and maintenance of facilities and equipment in public rights-of-way in the Town; and

WHEREAS, Article XII of Chapter 14 to the Code of Ordinances requires a permit to be obtained before performing any construction within the public rights-of-way; and

WHEREAS, the Town Council desires to implement a fee for review of permit applications for all work to be performed in the public rights-of-way to recover the actual, direct, and reasonable costs that are incurred in granting or processing an application for a permit pursuant to Town Code.

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

SECTION 1

That Chapter 14, "Buildings and Building Regulations," Article XII, "Construction within Public Rights-of-Way," Division II, "Registration and Permit," Section 14-472(a), "Construction Permits," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"Sec. 14-472. Construction Permits.

- (a) No person shall perform any construction of facilities in public rights-of-way without first obtaining a construction permit from the town. A completed application for a permit with all required information attached shall be submitted on forms supplied by the town. Permits will be limited to street sections, block sections, or addresses,

at the discretion of the town. The submittal of a completed permit application with an attached approved permit from the Texas Department of Transportation shall serve as the construction permit for work within Texas Department of Transportation rights-of-way, once submitted, approved, and issued. An appropriate fee for permit application review shall be assessed in accordance with the provisions of appendix A of the Code of Ordinances of the Town of Flower Mound.

Exceptions:

- (1) Emergency responses related to existing facilities. When necessary to prevent service interruptions or the imminent threat of harm to persons or property, work may be undertaken without first obtaining a permit; however, immediately after cessation of the emergency a permit must be obtained for the work performed, or being performed, in the public rights-of-way and an updated map of any relocated facilities shall be submitted. Permits shall be issued only to persons who have a valid registration or franchise with the town. Permits shall be issued only to persons who will be doing the work within the public rights-of-way.
- (2) Work issued as a part of a development permit, CIP project, or a building permit.
- (3) Maintenance of equipment, such as exchange of equal parts, in the same location."

SECTION 2

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

SECTION 3

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

SECTION 4

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Code of Ordinances as amended or revised herein, or any other ordinances affecting the matters regulated herein which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 5

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction shall be punished by a fine in accordance with Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 6

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

SECTION 7

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

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

APPROVED:

Steve Dixon, MAYOR

ATTEST:

ORDINANCE NO.

PAGE 4

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: September 3, 2019

FROM: Robert Pegg, Assistant Director of Engineering

ITEM: Consider approval of an Ordinance amending Chapter 14, "Buildings and Building Regulations," Article XII, "Construction within Public Rights-Of-Way," Division 5, "Network Nodes and Node Support Poles;" Section 14-507, "conformance with the Town's public rights-of-way ordinance," of the code of ordinances of The Town of Flower Mound, Texas.

BACKGROUND INFORMATION: The Town of Flower Mound ordinances currently allow for the collection of a permit fee for all building and construction permits issued by the Town of Flower Mound except for permits in the rights-of-way. Permit review fees are collected to cover the administrative costs associated with the review and issuance of building permits. The purpose of this ordinance amendment is to allow for the collection of a permit review fee for all work involving the installation of Small Cell Network Nodes and Node support poles performed in the public rights-of-way to recover the actual, direct, and reasonable costs that are incurred in granting or processing an application for a permit pursuant to Town Code.

FISCAL IMPACT: Dependent on number of permits issued

Proposed Expenditure/(Revenue):	Account Number(s):
Not available	100-4317 (various revenue lines)

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

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

ATTACHMENTS:

1. Proposed Ordinance

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

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE XII, "CONSTRUCTION WITHIN PUBLIC RIGHTS-OF-WAY," DIVISION 5, "NETWORK NODES AND NODE SUPPORT POLES;" REQUIRING A PERMIT PURSUANT TO SECTION 284.152 OF THE TEXAS LOCAL GOVERNMENT CODE; REQUIRING A NONDISCRIMINATORY PERMIT FEE AS AUTHORIZED BY SECTION 284.156 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council previously adopted Article XII of Chapter 14 to the Code of Ordinances establishing comprehensive regulations for the installation and maintenance of facilities and equipment in public rights-of-way in the Town; and

WHEREAS, the Town Council recognizes the State of Texas has delegated to the Town the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public to Texas municipalities; and

WHEREAS, Chapter 284 of the Texas Local Government Code allows certain wireless network providers to install certain wireless facilities in the Town's public rights-of-way, described and defined in Section 284.002 of the Texas Local Government Code as "Micro Network Nodes," "Network Nodes," and "Node Support Poles;" and

WHEREAS, as expressly permitted by Section 284.152 of the Texas Local Government Code and pursuant to its police power authority reserved in Sec. 284.301, the Town has the authority to require a permit for the installation of network nodes and node support poles in order to meet its fiduciary duty to the citizens of the Town, and to give assistance and guidance to wireless telecommunications network providers to assist such companies in the timely, efficient, safe, and aesthetically-pleasing installation of technologically competitive equipment in the public rights-of-way; and

WHEREAS, as expressly permitted by Section 284.156 of the Texas Local Government Code, the Town has the authority to require a permit fee for the installation of network nodes and node support poles in public rights-of-way so long as the fee required is non-discriminatory; and

WHEREAS, the Town Council desires to regulate the installation of Network Nodes and Network Support Poles pursuant to chapter 284 in a way that is fair, reasonable and nondiscriminatory and deems it necessary to require a permit and permit fee for installation of such facilities in public rights-of-way in conformance with state law.

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

SECTION 1

That Chapter 14, "Buildings and Building Regulations," Article XII, "Construction within Public Rights-of-Way," Division V, "Network Nodes and Node Support Poles," Section 14-507, "Conformance with the Town's public rights-of-way ordinance," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"Sec. 14-507. Conformance with the Town's public rights-of-way ordinance

Installation of network nodes and node support poles within the public rights-of-way shall require a permit in accordance with Section 14-472 of Town Code of Ordinances. Any application for the installation of network nodes and node support poles within the public rights-of-way shall conform to this Article XII of Chapter 14, to the extent said Article is not in conflict with Chapter 284 of the Local Government Code, and the Town of Flower Mound Small Wireless Facility Design Manual. All applications shall be required to include an appropriate fee in accordance with the provisions of appendix A of the Code of Ordinances of the Town of Flower Mound for a permit obtained pursuant to Section 14-472 of the Town Code of Ordinances."

SECTION 2

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

SECTION 3

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

incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

SECTION 4

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Code of Ordinances as amended or revised herein, or any other ordinances affecting the matters regulated herein which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 5

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction shall be punished by a fine in accordance with Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 6

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

SECTION 7

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

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

APPROVED:

Steve Dixon, MAYOR

ORDINANCE NO.

PAGE 4

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: September 3, 2019

FROM: Robert Pegg, Assistant Director of Engineering
Theresa Scott, Town Secretary

ITEM: Consider approval of an Ordinance amending Appendix A “Fee Schedule,” referenced in Chapter 14, “Buildings and Building Regulations, “Section 14-471, “Public Rights-of-Way Registration fee and Section 14-472 Construction (ROW) Permit fees,” of the code of ordinances of The Town of Flower Mound, Texas, by adding a registration fee for rights-of-way contractors and a permit fee for right-of-way permits; and a new fee schedule to allow for notary services charges.

BACKGROUND INFORMATION: Although authorized by ordinance, the current version of Appendix A does not include registration fees for contractors doing work in the Town’s ROW or for the review of permits within the Town’s ROW. The purpose of this ordinance is to update Appendix A “Fee Schedule” to add a registration fee for ROW contractors and to add a permit review for permits in the Town’s ROW.

This ordinance will also allow the Town to charge for Notary services in accordance with the Secretary of State fee schedule, and for use in the Town Secretary’s Office primarily when multiple documents by the same individual is requested in a given day. Notary services will be offered in accordance with the Legislative Services Notary Services Policy.

FISCAL IMPACT: Dependent on number of permits issued

Proposed Expenditure/(Revenue):	Account Number(s):
Not available	100-4xxx (various revenue lines)

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

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

ATTACHMENTS:

1. Proposed Ordinance

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

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING APPENDIX A “FEE SCHEDULE,” OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS; ESTABLISHING THE FEE FOR REGISTRATION OF CONTRACTORS WORKING WITHIN TOWN RIGHTS-OF-WAY PURSUANT TO SECTION 14-471 OF THE TOWN CODE; ESTABLISHING A FEE for RIGHTS-OF-WAY CONSTRUCTION PERMITS PURSUANT TO SECTION 14-472 OF THE TOWN CODE; ESTABLISHING FEES FOR NOTARY SERVICES TO THE PUBLIC; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound has previously adopted a Fee Schedule as Appendix A to the Town’s Code of Ordinances; and

WHEREAS, the Town Council wishes to amend the Fee Schedule to reflect a \$125.00 fee for registration of any contractor working in public rights-of-way pursuant to Section 14-471 of the Town Code and to reflect a \$90.00 permit fee for all construction (ROW) permits pursuant to Section 14-472 of the Town Code; and

WHEREAS, The Town Council wishes to also amend the Fee Schedule to implement fees for notary services provided by the Town as prescribed by Section 406.024 of the Government Code.

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

SECTION 1

That Appendix A of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending the schedule of fees corresponding to Section 14-471 “Registration” by adding a fee for the annual registration of contractors performing work in public rights-of-way to read as follows:

Chapter 14. Buildings and Building Regulations
--

Code Section Number	Description
14-471	Public Rights-of-Way Registration Fee

All users and contractors performing work within the public rights-of-way shall annually register with the town and pay the following fee. Fees shall be paid annually and registration will be valid from January 1 through December 31. There shall be no pro-ration of fees for registrations occurring after January 1. Registrations received and fees paid between December 1 and December 31 of any calendar year shall be valid from that date until December 31 of the following calendar year.

ROW Registration \$125.00

SECTION 2

That Appendix A of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending the schedule of fees corresponding to Section 14-472 "Construction Permits" by adding a fee for construction in the public rights-of-way to read as follows:

Chapter 14. Buildings and Building Regulations
--

Code Section Number	Description
14-472	Construction (ROW) Permit Fee

All users and contractors performing work within the public rights-of-way shall obtain a construction (ROW) permit from the town and pay the following fee.

Construction (ROW) Permit \$90.00

SECTION 3

That Appendix A of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending the schedule of fees by adding fees for notary services provided by the Town as prescribed by Section 406.024 of the Government Code.

SECTION 4

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

SECTION 5

It is hereby declared to be the intention of the Town Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any

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

SECTION 6

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 3RD DAY OF SEPTEMBER, 2019.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: September 3, 2019

FROM: Tiffany Bruce, P.E., Executive Director of Public Works/Town Engineer

ITEM: **Consider approval of an ordinance amending Chapter 34, "Environment," by creating Article X, "Fats, Oils, and Grease," of the Code of Ordinances of the Town of Flower Mound, Texas, to: regulate, capture and dispose of fats, oils, and grease; require installation and maintenance of traps or interceptors to prevent fats, oils, and grease from entering treatment works.**

BACKGROUND INFORMATION: This ordinance aids in supporting the program whose purpose is prevention of sewer stoppages related to accumulation of Fats, Oils and Grease (FOG). The program uses education and inspection of food service establishments in order to prevent the discharge of these substances into the sanitary sewer system, however, the Town currently has little to no regulatory authority on which to base inspection and enforcement of grease removal equipment maintenance. This ordinance provides for that enforcement, and aids in the ability to prevent the introduction of fats, oils, and grease into the Town's treatment plant and to prevent sanitary sewer overflows.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: None

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

ATTACHMENTS:

1. Proposed ordinance

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

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 34. - ENVIRONMENT OF THE CODE OF ORDINANCES BY CREATING ARTICLE X. - FATS, OILS, AND GREASE, TO REGULATE CAPTURE AND DISPOSAL OF FATS, OILS, AND GREASE; TO REQUIRE INSTALLATION AND MAINTENANCE OF TRAPS OR INTERCEPTORS TO PREVENT FATS, OILS, AND GREASE FROM ENTERING TREATMENT WORKS; SETTING A PENALTY FOR VIOLATIONS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town of Flower Mound operates a water treatment works which serves water and wastewater customers in the Town of Flower Mound; and,

WHEREAS, the Environmental Protection Agency has found that grease from restaurants, homes, and industrial sources are the most common cause of blockages in water treatment works, which blockages cause public health issues and water quality diminution; and,

WHEREAS, Federal law requires a publicly owned treatment works to establish and enforce specific local limits for industrial users to prevent interference; and,

WHEREAS, the Town Council finds and determines that the Town's regulations related to fats, oils, and grease should comply with all applicable State and Federal laws, including the Clean Water Act of 1977 and the General Pretreatment Regulations under the Code of Federal Regulation; and

WHEREAS, a functioning waste water system is necessary to avoid the spread of disease and contamination;

WHEREAS, the Town Council finds that the amendment to Chapter 34 as outlined herein is in the best interest of the Town of Flower Mound and will promote the health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public.

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

SECTION 1

Chapter 34 of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to add Article X, "Fats, Oils, and Grease," to read as follows:

"ARTICLE X. - FATS, OILS, AND GREASE

Sec. 34-525. – Purpose and Policy

This Article sets forth uniform requirements for users of the Publicly Owned Treatment Works for the Town of Flower Mound to capture and dispose of fats, oils, and grease and enables the Town to comply with all applicable State and Federal laws, including the Clean Water Act of 1977, 33 U.S.C., § 1251, *et seq.*; and the General Pretreatment Regulations, Title 40 C.F.R. Part 403. The objectives of this article are:

- (a) To prevent the introduction of fats, oils, and grease into the Publicly Owned Treatment Works that will interfere with its operation;
- (b) To prevent the introduction of fats, oils, and grease into the Publicly Owned Treatment Works that could pass through the Publicly Owned Treatment Works, inadequately treated, into receiving waters, or otherwise interfere or be incompatible with the Publicly Owned Treatment Works;
- (c) To prevent sanitary sewer overflow, in which waste water flows out of a manhole cover and along the ground, and can then contaminate the ground, local water bodies and any property the waste water comes into contact with;
- (d) To promote reuse and recycling of waste grease from the Publicly Owned Treatment Works;
- (e) To enable the Town to comply with Federal, State and Local Pollutant Discharge limits; and
- (f) To establish fees for the recovery of costs resulting from the program established herein.

Sec. 34-526. Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

Act means Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, *et. seq.*

Authority means the POTW or its duly authorized representative, either of which are the authorized agent of the Town.

BOD means the value of the 5-day test for Biochemical Oxygen Demand, as described in the latest edition of "Standard Methods for the Examination of Water & Wastewater."

COD means the value of the test for Chemical Oxygen Demand, as described in the latest edition of "Standard Methods for the Examination of Water & Wastewater."

EPA means the United States Environmental Protection Agency.

Fats, oils, and grease or FOG means 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 means any person who owns or operates a grease trap/grease interceptor, or whose act or process produces grease trap waste.

Grease trap or interceptor or grease trap/interceptor or grease interceptor means a pretreatment device that is installed in a sanitary drainage system to intercept non-petroleum FOG from wastewater. The definition includes the interceptor and all of its parts, above ground and below ground, along with all lids, caps, and cleanouts that connect directly to the interceptor. This device is designed to use differences in specific gravities to separate and retain light density liquids, waterborne fats, oils, and grease prior to the wastewater entering the sanitary sewer collection system. These devices also serve to collect settleable solids, generated by and from food preparation activities, prior to the water exiting the trap and entering the sanitary sewer collection system.

Grease Trap Waste means material collected in and from a grease trap or interceptor in the sanitary sewer service line of a commercial, institutional, or industrial food service or processing establishment, including the solids resulting from de-watering processes.

Indirect Discharge or Discharge means the introduction of pollutants into a POTW from any non-domestic source.

Interference means a discharge which alone or in conjunction with a discharge or discharges from other sources inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal, or is a cause of a violation of the Town's TPDES permit.

pH means the measure of the relative acidity or alkalinity of water and is defined as the negative logarithm (base 10) of the hydrogen ion concentration.

POTW or Publicly Owned Treatment Works means a treatment works as defined by section 502(4) of the Clean Water Act which is owned in this instance by the Town of Flower Mound. This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes all sewers, pipes and other conveyances that convey wastewater to a POTW Treatment Plant. The term also means the municipality as defined in section 502(4) of the Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works. For purposes of this Article, the terms "Authority" and "POTW" may be used interchangeably.

TCEQ means the Texas Commission on Environmental Quality, and its predecessor and successor agencies.

Transporter means 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 30 TEXAS ADMINISTRATIVE CODE §312.142.

TSS means the value of the test for Total Suspended Solids, as described in the latest edition of "Standard Methods for the Examination of Water & Wastewater."

User means any person, including those located outside the jurisdictional limits of the Town, who contributes, causes, or permits the contribution or discharge of wastewater into the POTW, including persons who contribute such wastewater from mobile sources.

Sec. 34-527. Applicability and Prohibitions

- (a) This article shall apply to all non-domestic users of the POTW.
- (b) Grease traps or grease interceptors shall not be required for residential users.
- (c) Facilities generating fats, oils, and grease as a result of food manufacturing, processing, preparation, or food service shall install, use, and maintain appropriate grease traps or interceptors as required in this article. These facilities include but are not limited to restaurants, food manufacturers, food processors, hospitals, hotels and motels, grocery stores, nursing homes, and any other facility preparing, serving, or otherwise making any foodstuff available for consumption.

- (d) No user may intentionally or unintentionally allow the direct or indirect discharge of any petroleum oil, nonbiodegradable cutting oil, mineral oil, or any fats, oils, or greases of animal or vegetable origin into the POTW system in such amounts as to cause interference with the collection and treatment system, or as to cause pollutants to pass through the treatment works into the environment.

Sec. 34-528. Installation and Maintenance Requirements

(a) Installations

- (1) Food processing or food service facilities which are newly proposed or constructed, or existing facilities which will be expanded or renovated to include a food service facility, where such facility did not previously exist, shall be required to design, install, operate and maintain a grease trap/interceptor in accordance with Town plumbing codes or other applicable ordinances. Grease traps and interceptors shall be installed and inspected prior to issuance of a certificate of occupancy.
- (2) Existing grease traps and interceptors must be operated and maintained in accordance with the manufacturer's recommendations and in accordance with Federal and State laws, and with Town ordinances unless specified in writing and approved by the Authority.
- (3) All grease trap and interceptor waste shall be properly disposed of at a facility in accordance with federal, state, or local regulation.

(b) Cleaning and Maintenance

- (1) Grease traps and grease interceptors shall be maintained in an efficient operating condition at all times. All exterior openings of the grease trap and interceptor shall have properly fitting covers and caps. Covers and caps shall remain in place during normal use and shall be easily removable for inspection and sampling purposes. The user shall be responsible for prompt replacement or repair of any defective, damaged, or inoperable components of the grease interceptor.
- (2) Each grease trap pumped shall be fully evacuated unless the trap volume is greater than the tank capacity on the vacuum truck in which case the transporter shall arrange for additional transportation capacity so that the trap is fully evacuated within a 24-hour period, in accordance with 30 Texas Administrative Code §312.143.

(c) Cleaning Schedules

- (1) Grease traps and grease interceptors shall be cleaned as often as necessary to ensure that sediment and floating materials do not accumulate to impair the efficiency of the grease trap and interceptor; to ensure the discharge is in compliance with local discharge limits; and to ensure no visible grease is observed in discharge.
- (2) Grease traps and grease interceptors subject to these standards shall be completely evacuated a minimum of every ninety (90) days, or more frequently when:
 - a. twenty-five (25) percent or more of the wetted height of the grease trap or grease interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases; or
 - b. liquid discharged from the interceptor/grease trap to the sanitary sewer exceeds pollutant levels established by the POTW; or
 - c. there is a history of non-compliance.
- (3) Any person who owns or operates a grease trap/interceptor may submit to the Authority a request in writing for an exception to the ninety (90) day pumping frequency of their grease trap/interceptor. The Authority may grant an extension for required cleaning frequency on a case-by-case basis when:
 - a. the grease trap/interceptor owner/operator has demonstrated the specific trap/interceptor will produce an effluent, based on defensible analytical results, in consistent compliance with established local discharge limits based on parameters as determined by the Authority, or
 - b. Less than twenty-five (25) percent of the wetted height of the grease trap or grease interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases.
- (4) In any event, a grease trap and grease interceptor shall be fully evacuated, cleaned, and inspected at least once every 180 days.

(d) Manifest Requirements

- (1) Each pump-out of a grease trap or interceptor must be accompanied by a manifest to be used for record keeping purposes.

- (2) Persons who generate, collect, and transport grease waste shall maintain a record of each individual collection and deposit. Such records shall be in the form of the manifest, obtained from the liquid waste transporter. The manifest shall include:
- a. name, addresses, telephone, and commission registration number of transporter;
 - b. name, signature, address, and phone number of the person who generated the waste and the date collected;
 - c. type and amount(s) of waste collected or transported;
 - d. name and signature(s) of responsible person(s) collecting, transporting, and depositing the waste;
 - e. date and place where the waste was deposited;
 - f. identification (permit or site registration number, location, and operator) of the facility where the waste was deposited;
 - g. name and signature of facility on-site representative acknowledging receipt of the waste and the amount of waste received;
 - h. the volume of the grease waste received; and
 - i. a consecutive numerical tracking number to assist transporters, waste generators, and regulating authorities in tracking the volume of grease transported.
- (3) Manifests shall be divided into five parts and records shall be maintained as follows:
- a. One part of the manifest shall have the generator and transporter information completed and be given to the generator at the time of waste pickup.
 - b. The remaining four parts of the manifest shall have all required information completely filled out and signed by the appropriate party before distribution of the manifest.
 - c. One part of the manifest shall go to the receiving facility.
 - d. One part of the manifest shall go to the transporter, who shall retain a copy of all manifests showing the collection and disposition of waste.

- e. One copy of the manifest shall be returned by the transporter to the person who generated the wastes within 15 days after the waste is received at the disposal or processing facility.
 - f. One part of the manifest shall go to the local authority.
- (4) Copies of manifests returned to the waste generator shall be retained for five years and be readily available for review by the POTW.

(e) Alternative Treatment

- (1) A person commits an offense if the person introduces, or causes, permits, or suffers the introduction of any surfactant, solvent or emulsifier into a grease trap. Surfactants, solvents, and emulsifiers are materials which allow the grease to pass from the trap into the collection system, and include but are not limited to enzymes, soap, diesel, kerosene, terpene, and other solvents.
- (2) It is an affirmative defense to an enforcement subsection (e)(1) that the use of surfactants or soaps is incidental to normal kitchen hygiene operations.
- (3) Bioremediation media may be used with the Authority's approval if the person has proved to the satisfaction of the Authority that laboratory testing which is appropriate for the type of grease trap to be used has verified that:
 - a. The media is a pure live bacterial product which is not inactivated by the use of domestic or commercial disinfectants and detergents, strong alkalis, acids, and/or water temperatures of 160/F (71/C);
 - b. The use of the media does not reduce the buoyancy of the grease layer in the grease trap and does not increase the potential for oil and grease to be discharged to the sanitary sewer;
 - c. The use of the bioremediation media does not cause foaming in the sanitary sewer; and
 - d. The BOD, COD, and TSS discharged to the sanitary sewer after use of the media does not exceed the BOD, COD, and TSS which would be discharged if the product were not being used and the grease trap was being properly maintained. pH levels must be between 5 and 11.

- (4) All testing designed to satisfy the criteria set forth in subsection (e)(3) shall be scientifically sound and statistically valid. All tests to determine oil and grease, TSS, BOD, COD, pH, and other pollutant levels shall use appropriate tests which have been approved by the Environmental Protection Agency and the Texas Commission on Environmental Quality and which are defined in Title 40, Code of Federal Regulations, Part 136 or Title 30, TEXAS ADMINISTRATIVE CODE §319.11. Testing shall be open to inspection by the POTW, and shall meet the POTW's approval.

Sec. 34-529. Compliance Monitoring

- (a) The Authority shall have the right to enter the premises of any user or potential user to determine whether the user is complying with all requirements of this article. Users shall allow the Authority ready access to all parts of the premises for the purpose of inspection, sampling, records examination and copying, and the performance of any additional duties.
- (b) The user shall, upon written or verbal request by the Authority, be prepared to promptly remove any manhole covers, cleanout caps, or other temporary or permanent obstructions to safe and easy access to interceptors, grease traps, or other pretreatment devices for purposes of inspection and sampling. The user shall be responsible for closing and securing any cover, lid, or other appurtenance removed for purposes of inspection and sampling. The user shall be responsible for prompt replacement or repair of any defective, damaged, or inoperable components of the grease interceptor.
- (c) Unreasonable delays in allowing the Authority access to the user's premises shall be a violation of this article.

Sec. 34-530. Schedule of Penalties

- (a) If the Authority determines that a Generator is responsible for a blockage of a collection system line the Generator shall owe a civil penalty of \$1,000 for the first violation, \$1,500 for the second violation, and \$2,000 for the third violation within a two-year period. Continuous violations shall result in an increase in penalty by \$500 and may also result in termination of services.
- (b) Any person violating any of the provisions of this article shall be subject to a written warning for the first violation, a \$1,000 civil penalty for the

second violation, a \$1,500 civil penalty for the third violation, and a \$2,000 civil penalty for the fourth violation within a two- year period. Consistent violations will result in a \$500 increase in civil penalty and may result in termination of service.

SECTION 2

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

SECTION 3

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

SECTION 4

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Code of Ordinances as amended or revised herein, or any other ordinances affecting the matters regulated herein which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 5

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

SECTION 6

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

SECTION 7

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

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

APPROVED:

Steve Dixon, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: September 3, 2019

FROM: David Stallings, Traffic Operations Manager

ITEM: Consider approval of the purchase of traffic signal heads and parts, in the estimated annual amount of \$125,000.00, from Consolidated Traffic Control, through the HGAC contract.

BACKGROUND INFORMATION: In order to expedite timely order of traffic signal parts for the Town of Flower Mound, the Transportation Services Division is requesting to use the HGAC (Houston-Galveston Area Contract) contract for purchasing traffic signal parts.

Transportation Services has determined that this contract will serve the needs of the Town and has requested to participate in order to take advantage of the contracted rates. The items available under this contract are various traffic signal parts. Orders will be placed on an as needed basis only, and each purchase will be funded by the appropriate account. These parts will be used for regular maintenance and for new CIP related projects.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$125,000.00

Proposed Expenditure(Revenue):	Account Number(s):
\$125,000.00 estimated annually	Various Projects and Accounts

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. HGAC Executed Contract PE05-19

RECOMMENDATION: Move to approve as presented in the agenda caption.

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 • 3555 Timmons • Houston, Texas 77227-2777

Cooperative Agreement - Consolidated Traffic Controls, Inc. - Public Services -
19-00204

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Consolidated Traffic Controls, Inc., hereinafter referred to as the Contractor, having its principal place of business at 1016 Enterprise PL, Arlington, TX 76001.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins May 01 2019 and ends Apr 30 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States

Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

- B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis-Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Consolidated Traffic Controls, Inc.

Signature 
4CFC2158BD244A0...

Name Bryan Jones

Title Senior Vice President

Date 4/23/2019

H-GAC DocuSigned by:

Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 4/17/2019

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Consolidated Traffic Controls, Inc. - Public Services -

19-00204

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder.

Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, **Contractor** shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. **Contractor** shall offer written guidance to advise **H-GAC** if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.



TOWN COUNCIL AGENDA ITEM NO. 10

REGULAR ITEM

DATE: September 3, 2019

FROM: Kay Wilkinson, Budget Officer

ITEM: Public Hearing to consider a tax rate of \$0.4390 per \$100 assessed valuation.

BACKGROUND INFORMATION: Chapter 26 of the Property Tax Code requires municipalities to comply with truth-in-taxation laws in adopting their tax rates. The laws are designed to make taxpayers aware of tax rate proposals and to allow taxpayers, in certain cases, to roll back or limit a tax increase. The Town is required by the Property Tax Code to hold two public hearings and publish a notice in the newspaper and on TV and web site before adopting a tax rate that exceeds \$0.427168 (the lower of the rollback rate or the effective tax rate). During the public hearing, taxpayers will be given the opportunity to express their views about the rate as it is proposed.

The effective tax rate enables the public to evaluate the relationship between taxes for the current year and taxes that a proposed tax rate would produce if applied to the same properties taxed in both years.

The rollback rate calculation is split into two separate components: an operating and maintenance rate and a debt rate. The rollback rate calculation allows municipalities to raise 108 percent of the operating and maintenance money raised in the prior year, plus the necessary debt rate. The Town's rollback rate for FY 2019-2020 is \$0.440159.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$51,901,712 (based on certified roll at collection rate of 99.5%)

Proposed Expenditure/(Revenue):	Account Number(s):
\$(38,667,363)	100-4105 Property Taxes
(8,947,199)	110-4105 Property Taxes
(4,287,150)	308-4105 Property Taxes

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

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

DRAFT MOTION: The Town Council does not have to take action on this item.

Note: The Mayor is required to make the following announcement:

"The Town of Flower Mound's tax rate is scheduled for adoption on Monday, September 16, 2019, at 6:00 p.m., at a regular Town Council meeting, to be held in the Town of Flower Mound Council Chambers, located at 2121 Cross Timbers Road, Flower Mound, Texas 75028."

Town Council Future Agenda Items



SCHEDULED	9/16/2019	Presentation	Proclamation for United Way of Denton County, "LIVE UNITED Month"
		Presentation	Recognition of the 2019 Food Safety Award of Excellence winners and National Food Safety Month
		Presentation	National Septic Smart Week Proclamation
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on September 3, 2019.
		Consent	Consider approval of a Professional Services Agreement with Matrix Consulting Group, Inc. to conduct an assessment of the development review process, in the amount of \$34,800.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider and approve annual update to the River Walk Public Improvement District No. 1 (PID) Service and Assessment Plan (SAP) and Assessment Roll
		Consent	Consider approval of an ordinance adopting Atmos Energy Corp., Mid-Tex Division's rate tariffs that reflect the negotiated rate change pursuant to the Rate Review Mechanism process.
		Consent	Consider approval of the purchase of 18 sets of bunker gear for \$49,130.82 and 100 pairs of firefighting gloves for \$7,286.00 from NAFECO, Inc. through Buyboard Purchasing Contract # 514-17 in the total amount of \$56,416.82 and authorization for the Mayor to approve same on behalf of the town.
		Consent	Consider approval of Change Order No. 2 for the Flower Mound Central Fire Station, Phase II project, amending the contract with Schmoldt Construction, to provide for an increase to the contract in the amount of \$45,084.11; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Construction Manager at Risk Agreement for the restoration of the Gibson Grant Log Cabin Project with Phoenix I Restoration and Construction, Ltd., for a fixed fee of \$185,244.00; and authorization for the Mayor to execute the same on behalf of the Town.
		Consent	Consider approval of an Ordinance amending Appendix A "Fee Schedule," referenced in Chapter 14, "Buildings and Building Regulations, "Section 14-471, "Public Rights-of-Way Registration fee and Section 14-472 Construction (ROW) Permit fees," of the code of ordinances of The Town of Flower Mound, Texas, by adding a registration fee for rights-of-way contractors and a permit fee for right-of-way permits.
		Consent	Consider approval of Whyburn Farm Drainage and Easement Agreement; and authorization for the Mayor to execute the same on behalf of the Town.

SCHEDULED	9/16/2019	Consent	Consider approval of a Professional Services Agreement with Braun Intertec Corporation, to provide construction materials engineering and testing, for the Valley Ridge Blvd & Morriss Road Intersection Improvements and Windsor Drive Roundabout Connection projects, in the amount of \$30,182.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Professional Services Agreement with ECS Southwest, LLP., to provide construction materials engineering and testing, for the Kirkpatrick Lane 12-Inch Water Line Phase II project, in the amount of \$47,170.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Construction Agreement with A&M Construction and Utilities, Inc., for the Kirkpatrick Lane 12-Inch Water Line Phase II project, in the amount of \$867,140.80; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Professional Services Agreement with ECS Southwest, LLP, to provide construction materials engineering and testing, for the FM2499 12-Inch Water Line Phase I project, in the amount of \$18,320.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Construction Agreement with GRod Construction, LLC., for the FM2499 12-Inch Water Line Phase I project, in the amount of \$859,092.30; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of Change Order No. 1 to North Rock Construction, LLC., for the Bakersfield Rest Room and Concrete Walkways project, in the amount of \$89,818.03; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of an ordinance amending the Code of Ordinances of the Town of Flower Mound through the amendment of Appendix A "Fee Schedule" of the Code of Ordinances by amending Section 70-777 relative to the charges for the Stormwater Utility System fee.
		Consent	Consider approval of Amendment No. 1 to the Professional Services Agreement with Alan Plummer Associates, Inc., to provide additional contract construction management and resident project representation services, associated with Wastewater Treatment Plant Rehabilitation Phase IV project for an increase of \$30,000.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Construction Agreement with 2L Construction, LLC., for the Valley Ridge Blvd & Morriss Road Intersection Improvements and Windsor Drive Roundabout Connection projects, in the amount of \$598,683.50; and authorization for the Mayor to execute same on behalf of the Town.
		Regular	Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2019, and ending on September 30, 2020, and making appropriations for each fund and department.

SCHEDULED	9/16/2019	Regular	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2019, and ending on September 30, 2020.
		Regular	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution adopting the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2019, and ending on September 30, 2020.
		Regular	Consider approval of an ordinance fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2019 and ending on September 30, 2020, and for each fiscal year thereafter until otherwise provided, at the rate of \$0.4390 per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2019.
		Regular	Public Hearing to consider an application for a tree removal permit for one hundred seven (107) specimen trees on property proposed for development as Lakewood development. The property is generally located north of Long Prairie Road and east of Silveron Boulevard. Commission Member Naylor seconded the motion. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its March 5, 2019, meeting).
		Regular	Public Hearing to consider a request for rezoning (ZPD17-0013 - Lakewood) from Planned Development District No. 31 (PD-31) with Campus Commercial District (CC) uses to Planned Development District No.163 (PD-163) with both non-residential and residential uses in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan, including a Comprehensive Sign Package, and with an exception to the Architectural Standards of the Town's Urban Design Plan for meritorious design, and a waiver to the Architectural Standards in the Town's Urban Design Plan for roof pitch for certain buildings less than 15,000 square feet in size, a request for an exception to Section 82-302, Compatibility buffer, of the Code of Ordinances, and with certain waivers, exceptions and modifications to the Code of Ordinances including but not limited to an exception to Section 98-147, "Topographical Slope Protection," and consider adopting an ordinance providing for said amendment. The property is generally located north of Long Prairie Road and east of Silveron Boulevard. (The Planning and Zoning Commission recommended denial by a vote of 6 to 1 at its August 26, 2019, meeting.)
		Regular	Consider approval to award Bid No. 2019-155-B to Archer Western Construction, LLC., for the Wastewater Treatment Plant Rehabilitation Phase V, Solids Facility Improvements, in the amount of \$9,199,060.00; and authorization for the Mayor to execute same on behalf of the Town.
		Regular	Town Council to consider nominees to be voted on by taxing jurisdictions for the Board of Directors for the Denton Central and Tarrant Appraisal Districts.
	9/17/2019	Regular	Board and Commission Interviews (9/17 & 9/19)
	9/19/2019	Regular	Board and Commission Interviews (9/17 & 9/19)
	10/7/2019	Consent	Water & WW Master Plan & Impact Fee Update.

SCHEDULED	10/7/2019	Consent	Sidewalk Links (407 - Morriss to Browning) - Design Award.
		Consent	Windsor Roundabout Connection - Construction Award.
		Consent	Windsor Roundabout Connection - Testing Award.
		Consent	Lakewood Park Pavilion & Improvements - Construction Award.
		Consent	Lakewood Park Pavilion & Improvements - Testing Award
		Consent	Wastewater Treatment Plant Phase V - Testing Award
		Consent	Wastewater Treatment Plant Phase V - CCA
		Consent	Consider purchase and installation of audio/visual equipment for Central Fire Station Training Room from Data Projections in the amount of \$126,681.00.
		Consent	Consider purchase and installation of furniture and fixtures for Central Fire Station Administration offices from Plano Office Supply in the amount of \$133,860.97.
		Consent	Bakers Branch Stabilization @ 621 Somerset - Bagwall
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on September 16, 2019.
		Consent	Consider approval of Change Order No. 2 for the construction of Flower Mound Storage Warehouse project, amending the contract with MSB Constructors, Inc., to provide for an increase to the contract in the amount of \$?????; and authorization for the Mayor to execute same on behalf of the Town.
	10/17/2019	Work Session	Joint work session with Town Council and the Parks Board.
	11/4/2019	Presentation	Proclamation of November as Arts Month in Flower Mound
		Consent	FM 2499 @ Silveron Traffic Signal Construction Award.
	11/18/2019	Consent	Placeholder: Nov. 5, 2019 Election canvass (DSTE)
	12/16/2019	Presentation	Announcement and Presentation of 2019 Outstanding Citizenship Award(s)